# OSBORN SCHOOL DISTRICT NO. 8
## GOVERNING BOARD MEETING
## June 23, 2026

**Regular Meeting 5:30 PM**
**Doors Open at 5:15 PM**

**Executive Session**

**CONSISTENT WITH THE REQUIREMENT OF A.R.S. §38-431.02, NOTICE OF THIS MEETING HAS BEEN POSTED. LOCATION OF THE MEETING IS:**

**THE OSBORN DISTRICT OFFICE**
**1226 WEST OSBORN ROAD**
**PHOENIX, AZ 85013**

***Members of the public may attend by calling the following number*** *(US) +1 314-666-2801 PIN: 517 934 292#* ***or viewing in a Google Meets*** *Meeting ID* meet.google.com/ina-edsb-wgr ***if you have an Osborn Google account***

*An individual wishing to address the Governing Board using technological access must email their message or request to speak live to lnye@osbornsd.org by 12:00pm on Tuesday, June 23, 2026.*

Agendas are available at least 24 hours prior to each meeting in the District Office at 1226 West Osborn Rd., Monday through Friday between the hours of 7:30 a.m. and 4:30 p.m. One or more Board members may attend telephonically. Board members attending telephonically will be announced at the meeting. The board may vote to recess into an executive session for the purpose of obtaining legal advice from the board's attorney on any matter listed on the agenda pursuant to ARS 38-431.03(A)(3). Accommodations for individuals with disabilities, including alternative format materials, sign language interpretation, and assistive listening devices are available upon 72 hours' advance notice through the Office of the Superintendent 602-707-2002. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request.

## AGENDA

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**I. Call to Order**

**II. Action Items**
A. Approval of Child Nutrition GMP 03- Child Nutrition Center
B. Approval of Trust polices 1-5
C. Approval of the Governing Board's Argument in Support of the Special Maintenance and Operation Budget Override Election

**III. Executive Session**
Personnel
A. The Governing Board may convene an executive session pursuant to A.R.S. Section §38-431.03(A)(1) for the purpose of discussion of the Superintendent's Evaluation

**IV. Adjournment**

**OSBORN SCHOOL DISTRICT NO. 8**
**June 23, 2026**
**Board Meeting**

**The Osborn Community advances the full potential of every child by developing emotional intelligence and academic excellence.**

**Agenda Item Number – I**

**Agenda Item**
**Call to Order**

For Board: ☐ Action ☐ Discussion ☒ Information

**Background**

**Legal**

**Financial**

**Governing Board Goals**

☐Community Connectedness and Increased Enrollment

☐Maximize Student Learning & Achievement from PreK to High School

☐Stewardship and Boardmanship

☐Equity & Excellence for Opportunity and Outcomes

**Recommendation**

Information Only

Moved _____ Seconded _____ P/F

**OSBORN SCHOOL DISTRICT NO. 8**
**June 23, 2026**
**Board Meeting**

**The Osborn Community advances the full potential of every child by developing emotional intelligence and academic excellence.**

**Agenda Item Number – II-A**

**Agenda Item**
**Approval of Child Nutrition GMP 03- Child Nutrition Center**

For Board: [X] Action [ ] Discussion [ ] Information

**Background –**
The District has reviewed and recommends approval of the Guaranteed Maximum Price (GMP) 03, from Chasse Construction for the following projects:

**CHASSE Construction GMP 03- Child Nutrition Center**
Child Nutrition Center GMP includes district site improvements, FF&E, and new building costs $8,137,399

**Legal**

**Financial**

**Governing Board Goals**
☐Community Connectedness and Increased Enrollment

☐Maximize Student Learning & Achievement from PreK to High School

☐Stewardship and Boardmanship

☐Equity & Excellence for Opportunity and Outcomes

**Recommendation**
It is recommended that the Governing Board approve the Child Nutrition GMP 03 with Chasse Construction.
Moved _____ Seconded _____ P/F

**OSBORN SCHOOL DISTRICT NO. 8**
**June 23, 2026**
**Board Meeting**

**The Osborn Community advances the full potential of every child by developing emotional intelligence and academic excellence.**

**Agenda Item Number – II-B**

**Agenda Item**
**Second Reading and Approval of Trust Polices Chapters 1-5**

For Board: [X] Action [ ] Discussion [ ] Information

**Background –**
In the early winter (November and December 2025), the Board engaged in conversation around Chapters 1 and 2 of the Trust Policies, making amendments to the Model Trust Policies and recommendations. At that meeting, the Board requested district administration proceed with the continuation of the entire policy manual before presenting a first read of the entire manual. In the spring of this year, the following actions for the remaining chapters have occurred:

- Chapter 3—Colleen McCabe, Cory Alexander, and Sam Garcia reviewed this chapter on Business Operations. Mrs. McCabe also consulted with Finance Directors/Chief Officers in the field that also use The Trust policies in her review.
- Chapter 4—Dr. Robert and Dr. Emerald Woodland worked collaboratively with Storm Gerlock and Kirsten Callisen of the Osborn Education Association for a page-by-page review of the entirety of the personnel and Human Resources section. A major portion of this chapter included a thorough writing of a Meet and Confer section, completing the work the board, superintendent, and association have engaged in for the past couple years.
- Chapter 5—Colleen McCabe, Abby Potter-Davis, and Dr. Robert reviewed the Students section, which included school operations and curriculum.
- All 5 chapters have been revised by district administration and reviewed by Jennifer MacLennan of The Trust.

The Board has reviewed all 5 chapters and is being brought to the Board for a second reading and approval.

**Legal**

**Financial**

**Governing Board Goals**
☐Community Connectedness and Increased Enrollment

☐Maximize Student Learning & Achievement from PreK to High School

☐Stewardship and Boardmanship

☐Equity & Excellence for Opportunity and Outcomes

**Recommendation**
It is recommended that the Governing Board approve Trust Policies Chapters 1-5.

Moved _____ Seconded _____ P/F

# 1-100 Board Authority and Responsibilities

## © 1-101 District's Legal Designation; District Boundaries

The District's legal designation is School District No. 8 of Maricopa County. The official name shall be Osborn School District No. 8.

The District is a political subdivision of the State of Arizona with geographic boundaries organized for the purpose of the administration, support and maintenance of its public schools.

The legal boundaries of the District are those shown in the transcript that the County School Superintendent files with the Board of Supervisors and the County Assessor.

Adopted:

Legal Authority:

A.R.S. § 15-101

A.R.S. § 15-441

A.R.S. § 15-442

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## © 1-102 Board Authority, Responsibilities and Immunities

Board Authority and Responsibilities

The Governing Board is responsible for the general conduct and supervision of the District as vested in the Board by the Arizona State Board of Education, State Superintendent of Public Instruction, its County School Superintendent and as set forth in the Arizona Constitution and applicable laws, regulations, and rules.

The Board's power and authority is derived from its actions when a quorum of the Board is lawfully convened as a public body. However, the Board may delegate certain matters to the Superintendent. The Board may also authorize a Board member to take a specific action or otherwise act on the Board's behalf in a particular matter.

Board responsibilities include, but are not limited to:

- hiring and evaluating the Superintendent;
- hiring school personnel and terminating the employment of school personnel;
- developing the District's mission, vision, and strategic plans;
- setting the standards for the performance of District schools to improve student achievement;
- setting school attendance boundaries;
- establishing the policies that will be used to govern the District and assessing compliance with policy standards and requirements;
- approving curriculum and textbooks;
- approving and monitoring the District's budget and spending priorities.
- approving salaries and benefits for employees;
- approving District purchases, unless this responsibility has been delegated to the Superintendent;
- acting in a "quasi-judicial" capacity in student or employee hearing matters;
- vesting the Superintendent with the powers and duties permitted by law to implement Board policies and develop procedures, implement Board directives and act as the District's chief administrative officer; and
- conducting a Board self-evaluation should the Board choose to do so.

Individual Board Member Authority and Responsibilities

Individual Board members lack the legal authority to act on behalf of the Board or District unless the Board votes to grant them such authority.

Individual Board members have the authority to consider and vote on matters brought before the Board in Board meetings, except as prohibited by law due to conflicts of interest or otherwise limited or prohibited by law.

Each Board member has important responsibilities, including but not limited to:

- compliance with federal and state laws and related regulations and rules;
- collaborating well with others and treating the Superintendent, other Board members, District employees, students and members of the public with respect;
- focusing on actions that are best for the District and its students;
- advocating for the needs of the District;
- properly preparing for Board meetings;
- communicating the Board member's complaints or staff or community complaints to the Superintendent to permit proper protocols and procedures to be followed;
- avoiding using the Board member's position for political gain or other purposes not relevant to the District's educational or other operations and student achievement;
- maintaining confidentiality of information or documents that are confidential by law or policy or otherwise expected or required to be kept confidential; and
- recognizing that the Superintendent is the designated spokesperson for the District, and further recognizing that an individual Board member lacks authority to speak on behalf of the District unless the Board takes legal action provide a Board member with the authority to speak on behalf of the District.

Oath of Office

Pursuant to A.R.S. § 38-231, the District shall provide each Board member with the legally required form of written oath or affirmation, which the Board member shall review, sign, and return to the District after receiving the Board member's certificate of election and at or before commencement of the Board member's term of office. The oath of office shall be filed in the District office and maintained as an official record throughout the Board member's term of office and for five years thereafter.

Governing Board Immunities

The District, and its Board members, school council members, and staff are immune from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to A.R.S. §§ 15-341(A) and 15-342, except in cases of gross negligence, or intentional misconduct.

Except in cases of wanton or willful neglect, the District and its officials and staff are immune from civil liability with respect to all decisions made, and actions taken that are based on good faith implementation of policies, and procedures addressing student possession and self-administration of emergency anaphylaxis medications.

Additionally, the District and its officials and staff are immune from civil liability with respect to all decisions made and actions taken that are based on good faith implementation of policies, and procedures addressing student possession and self-administration of breathing disorder medications.

Except in cases of gross negligence or wanton or willful neglect, the District and its officials and staff are also immune from civil liability with respect to all decisions made and actions taken that are based on good faith implementation of policies and procedures addressing parent/legal guardian notification when their student has been the recipient of harassing, threatening, or intimidating conduct.

Individual Board Member Immunities

Board members are immune from personal liability with respect to all acts done and actions taken in good faith within the scope of their authority during duly constituted regular, and special meetings, and shall have no personal liability for acts done in reliance upon written opinions of the Arizona Attorney General or upon written opinions of the county attorney pursuant to A.R.S. § 15-381.

Board members are immune from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to A.R.S. §§ 15-341(A) and 15-342, except for instances of gross negligence or intentional misconduct.

Communication Protocols

Communication from community members or employees directly to the Board shall be directed to the District administration for processing. The Board will not consider or refer anonymous communications. The Superintendent shall deliver official communications to the community on behalf of the Board.

Adopted:

Legal Authority:

Ariz. Const. art. XI, § 2

A.R.S. § 15-321

A.R.S. § 15-323

A.R.S. § 15-326

A.R.S. § 15-341

A.R.S. § 15-342

A.R.S. § 15-381

A.R.S. § 15-387

A.R.S. § 38-231

A.R.S. § 38-232

A.R.S. § 38-233

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## © 1-103 Governing Board Organization

Organizational Meeting

The Governing Board shall meet in January following an election. The Board also may hold an organizational meeting annually during non-election years.

Organizational meetings shall be held at the most convenient public facility in the District. If no such facility is available, the Board may meet at any available public facility convenient to all Board members.

At the organizational meeting, the Board shall elect a President from among the Board members.

At the organizational meeting, the Board may elect a Board clerk whose duty it shall be to assume the duties of the President at Board meetings in the absence of the President, as well as other duties as designated. In the absence of an elected officer at Board meeting, the Board members present at the meeting may designate a Board member to assume the duties of the President for that meeting.

Board Presidency

The Board President sets Board meeting agendas with the Superintendent and input from Board members. The Board President also convenes, presides over and keeps order during meetings.

The Board, in its discretion, may vote to elect a new Board President before the next scheduled organizational meeting.

The Board President may make motions and vote on any motion made during the meeting, unless otherwise prohibited by law due to conflict of interest.

Adopted:

Legal Authority:

A.R.S. § 15-321

A.R.S. § 15-341

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## © 1-104 Legal Advice and Representation

Definitions

”County Attorney” means the Maricopa County Attorney and any attorney authorized to act on behalf of the Maricopa County Attorney.

”Legal counsel” means any individual authorized to practice law in Arizona or a law firm of such persons, and may refer to the County Attorney, or outside counsel.

”Outside counsel” means legal counsel other than the County Attorney or in-house counsel.

County Attorney

The County Attorney is the statutory attorney for the District and may serve as the District’s legal counsel for any matter for which the County Attorney has no conflict of interest. However, the Board hereby waives any right to representation by the County Attorney on any matter for which outside counsel represents the District.

Outside Counsel

The Board may select one or more attorneys or law firms that are competent to provide legal advice to Arizona school districts as outside counsel whenever the Board deems advisable. The Board may retain outside counsel for an individual matter or general advice and legal work.

Initiating Lawsuits

The Board may initiate a lawsuit against any other party only by specifically authorizing such lawsuit in a properly noticed public Board meeting.

Obtaining Legal Advice

The Board President and the Superintendent are authorized to communicate with legal counsel. The Superintendent shall ordinarily communicate with legal counsel to obtain legal advice on behalf of the District, but the Board President may communicate directly with legal counsel whenever the Board President deems advisable, including for matters relating to the Superintendent. All Board members shall be provided with a copy of written legal opinions obtained on behalf of the Board.

The Superintendent may delegate authority to consult with legal counsel to other District personnel for matters directly relating to the responsibilities of such personnel.

The Board President or the Superintendent may authorize another Board member to consult with legal counsel for matters directly relating to the responsibilities of the Board.

Adopted:

Legal Authority:

A.R.S. § 11-532

A.R.S. § 15-343

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## © 1-105 Board Member Conflicts of Interest

Definitions

The following terms have the same definition as set forth in A.R.S. § 38-502: (a) "Remote interest"; and (b) "Substantial interest".

"Board member relative" means a Board member's spouse or any person claimed as a dependent on the Board member's income taxes.

"Employee" means all persons who are not public officers and who are employed on a full-time, part-time or contract basis by the District.

"Official records" means the minutes or papers, records and documents maintained by the District for the specific purpose of receiving disclosures of substantial interests required by law.

"Transaction" means any contract, sale, purchase or other action between the District and a vendor (as defined below).

"Vendor" means any individual, corporation, partnership, association, nonprofit organization, or any other legal entity that does business with the District.

Applicability

This Policy applies only to Board members. For the Policy on conflicts of interest with respect to District personnel, see Policy No. 3-109.

Board Member Relatives

In accordance with A.R.S. § 15-323:

1. Board members may vote on any budgetary, personnel, or other related question before the Board, except:

    a. It is unlawful for a Board member to vote on a specific item which concerns the appointment, employment, or remuneration of the Board member or a Board member relative.
    b. It is unlawful for any Board member to vote on the employment of another Board member or on the employment of the spouse of a Board member unless specifically permitted by law.

2. In accordance with A.R.S. § 15-421(D), neither a Board member nor a Board member's spouse may be employed by the District unless specifically permitted by law.

    a. A Board member must resign from the Board before the Board member or a Board member's spouse accepts any form of employment with the District unless otherwise permitted by law. In accordance with A.R.S. § 15-502, a Board member's dependent may be employed by the District only after receiving specific consent of the Board.
    b. A District employee or an employee's spouse may run for membership in the Governing Board during the employee's term of employment after notifying the Superintendent and the Board President of the employee's or spouse's intent to run. If such an employee or the employee's spouse wins the election, the Employee must resign from the District before January 1 of the year following the election.

Employment of Former Board Member

Pursuant to A.R.S. § 15-421(E), the District may employ directly or through a third party contractor an individual who has served as a Governing Board member during the preceding two (2) years only in a position in which the individual will provide services directly to students including: a certificated teacher; a substitute teacher; or an individual who provides transportation, instructional support or student support services.

In accordance with A.R.S. § 15-323 and A.R.S. § 38-503:

1. A Board member shall not participate in any manner regarding any transaction or approval of a vendor in which the board member has a substantial interest unless a specific statutory exception applies.
2. A Board member shall not supply to the District any equipment, material, supplies or services, unless pursuant to an award or contract let after public competitive bidding, except: in accordance with A.R.S. § 15-323, the District may make purchases from a Board member only if all the following conditions have been met:

    i. The purchase amount is less than $10,000.00.
    ii. The decision to purchase has been specifically approved by the Board and has not been delegated to an employee of the District.
    iii. The amount of the purchase or contract for purchase is included in the minutes of the meeting at which the Board approved the purchase.

Mandatory Disclosure of Conflicts of Interest

A Board member who has, or whose relative has, a substantial interest in any contract, sale, purchase or service to the District or decision of the District shall make such interest known in the official records of the District.

Maintenance of Disclosure of Conflict of Interest Forms

The District shall maintain disclosures of conflicts of interest and any related documentation in a separate file that shall be available for public inspection in accordance with public records laws and regulations.

Adopted:

Legal Authority:

A.R.S. §§ 38-501 through 511

A.R.S. § 15-213

A.R.S. § 15-323

A.R.S. § 15-421

A.R.S. § 15-502

A.R.S. § 38-509

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## Board Member Conflicts of Interest

### © 1-105.A Procedure - Board Member Conflicts of Interest - Disclosure Requirements

Arizona's Conflict of Interest Laws (A.R.S. §§ 38-501 through 511) require Governing Board members to disclose certain conflicts of interest and refrain from participating in the decision-making process where a conflict of interest exists.

To facilitate compliance and record-keeping, Board members must disclose all potential conflicts that may come up using the Governing Board Disclosure of Conflict of Interest Form. All Board members are required to review potential conflicts of interest and fill out a Conflict of Interest Form annually and submit the form to the Superintendent in January of each year. If a conflict arises that the Board member did not anticipate, the conflict must be disclosed as soon as the Board member learns of the conflict.

When in doubt, a Board member should err on the side of disclosure. If a Board member has questions about a specific potential conflict, the Superintendent or Board President may discuss the potential conflict with the District's legal counsel.

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## 1-200 Equal Opportunity and Non-Discrimination

## © 1-201 Equal Educational Opportunity and Non-Discrimination (Students)

The District shall abide by all applicable state and federal laws, rules, regulations, and executive orders with respect to the provision of equal educational opportunities and shall not discriminate against any person based upon that person's race, color, religion, disability, pregnancy and parenting, sex (including sexual orientation and gender identity), national origin, veteran's status, genetic code, or political affiliation.

The Superintendent shall implement procedures by which students, parents/legal guardians, and employees may file a formal grievance and shall ensure that students, parents or guardians, and employees have received notice of such grievance procedures. Procedures shall include the following elements:

1. designation of an employee of the District as Compliance Officer;
2. a timeline for investigations that provides for prompt resolution of complaints; and
3. appropriate due process standards that provide for equitable resolution of complaints.

The Superintendent may develop separate grievance procedures and designate a separate Compliance Officer for grievances covered by this Policy.

The District shall not retaliate against any person who reports discrimination or harassment as set forth in this Policy or participates in an investigation or proceeding regarding the same.

Adopted:

Legal Authority:

A.R.S. § 15-110

20 U.S.C. § 1400 *et seq.*

20 U.S.C. § 1681

20 U.S.C. § 1703

29 U.S.C. § 794

42 U.S.C. § 2000

42 U.S.C. § 12101 *et seq.*

34 C.F.R. § 100 *et seq*.

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## © 1-201.A Procedure - Equal Educational Opportunity and Non-Discrimination for Students - Grievance Procedure

A. Definitions

"Complainant" means the person filing a grievance.

"Compliance Officer" means the District personnel with responsibility for receiving and investigating grievances alleging discrimination.

"Disability discrimination" means any act of discrimination in violation of Section 504 or the ADA.

"Religious discrimination" means any act of discrimination on the basis of religion in violation of Title IV or A.R.S. § 15-110.

"Protected class" means a group of people legally protected by applicable state or federal discrimination laws.

"Title IV" means Title IV of the Civil Rights Act of 1964.

"Title VI" means Title VI of the Civil Rights Act of 1964.

"Title IX" means Title IX of the Education Amendments of 1972.

"Section 504" means Section 504 of the Rehabilitation Act of 1973.

The "ADA" means the Americans with Disabilities Act of 1990.

B. Application

These Procedures apply to grievances alleging discrimination based on race, color, religion, disability, national origin, veteran's status, genetic code, or political affiliation. Grievances alleging discrimination based on sex (including sexual orientation and gender identity) or pregnancy and parenting should be filed using the District's Title IX Procedure.

Examples of discrimination include but are not limited to harassment based on a person's membership in a protected class, limiting or denying a person opportunities, privileges, or advantages based on membership in a protected class and otherwise treating any person differently based on that person's membership in a protected class.

Disability discrimination may also include denying a student with a disability a free appropriate public education and failing to make modifications of policies, practices, or

procedures when such modification is necessary to accommodate individuals with disabilities.

Religious discrimination may also include penalizing a student for coursework based on religious content or religious viewpoint, denying a student the right to engage in religious activities or expression to the same extent students may engage in nonreligious activities or expression, or denying a student the right to wear religious clothing or symbols.

The District prohibits retaliation against anyone who files a grievance or cooperates in the investigation of a grievance.

C. Compliance Officer

The District's Compliance Officer(s) are as follows:

Section 504/ADA Compliance Officer: Chief Officer for Learning & Equity, (602) 707-2005

Title IV/VI Compliance Officer: Director of Student Services, (602) 707-2013

References herein to the "Compliance Officer" shall refer to appropriate Compliance Officer based on such Compliance Officer's responsibilities.

D. Grievance Process

*Submittal of Grievance*

Students may present a complaint or grievance regarding an alleged violation of their constitutional rights, equal access to programs, discrimination, or personal safety provided that:

- the grievance is not already under review as part of a student discipline matter or other proceedings under District policy, and
- the process will not apply to a grievance over which the District or Governing Board has no authority because the method of review is set forth in state or federal law.

A student may submit a grievance to allege the following.

- Student's constitutional rights have been violated.
- Student has been denied equal opportunity to participate in a District program or activity for which the student otherwise qualifies.
- Student has been treated discriminatorily on the basis of race, color, religion, sex, national origin, disability, veteran's status, genetic code, or political affiliation.

- Student is concerned for the student's personal safety.

Grievances should be submitted to the Compliance Officer within thirty (30) days of the date the complainant becomes aware of the alleged discriminatory action.

A grievance should be in writing, containing the name and address of the person filing it. The grievance must state the problem or action alleged to be discriminatory and the remedy or relief sought.

If the Complainant is unable to put the grievance in writing, the District shall provide reasonable accommodations to assist the complainant with submission of a grievance. Although the District encourages individuals to submit grievances in writing, the District will nonetheless provide prompt and equitable response when it becomes aware of possible discrimination.

The Compliance Officer will confirm receipt of the grievance within five (5) working days following receipt of the grievance.

*Investigation*

The Compliance Officer (or designee) shall conduct an investigation of the grievance. This investigation may be informal, but it must be thorough, affording the student(s) and parent(s)/ legal guardian(s) an opportunity to submit evidence relevant to the grievance, including the opportunity to present witnesses.

The Superintendent will designate an alternative investigator if the Compliance Officer has a conflict of interest with the investigation. If the Superintendent is the one alleged to have unlawfully discriminated, the grievance shall be filed with the President of the Board, who will then designate a Compliance Officer to conduct the investigation.

Based on the recommendation of the Compliance Officer, the District may take temporary action to ensure that students have equal educational opportunities during the investigation.

*Decision*

The Compliance Officer will complete the investigation and issue a written decision on the grievance no later than thirty (30) days after its filing unless extenuating circumstances require an extension of the thirty (30) day timeline. In such a case, the Compliance Officer (or designee) will communicate with the complainant concerning the need for an extension.

*Appeal*

The Complainant may appeal the decision of the Compliance Officer by writing to the Superintendent, within fifteen (15) days of receiving the Compliance Officer's decision.

The Superintendent or designee shall issue a written decision in response to the appeal within thirty (30) days of receipt of the appeal.

*Remedial or Other Action*

If it is determined that discrimination occurred, the District shall take the appropriate steps to prevent the recurrence of discrimination and correct the discriminatory effects on the complainant and others. If disciplinary action is appropriate, teachers, administrators, other personnel, and students will be afforded all respective rights afforded by the law and District policy, and disciplinary action will follow all applicable policies and procedures.

*General*

1. The Complainant will not be required to directly interview or confront the person alleged to have engaged in discriminatory behavior.
2. The Complainant may withdraw the grievance at any time. However, the Compliance Officer may choose to continue to investigate the alleged discrimination if there are facts supporting the allegations.
3. The District shall maintain confidentiality as required by the Family Educational Rights and Privacy Act (FERPA).
4. The availability and use of this complaint procedure does not prevent a person from filing a grievance of discrimination with the U.S. Department of Education, Office for Civil Rights or any other court or agency with jurisdiction over the matter.
5. The District will make appropriate arrangements to ensure that students and parents/ legal guardians with disabilities are provided accommodations, if needed, to participate in the grievance process. Such arrangements may include, but are not limited to, providing interpreters for the deaf, providing digital material for the blind, providing a scribe for submission of the grievance, or assuring a barrier-free location for the proceedings. The Compliance Officer will be responsible for making such arrangements.
6. The District will make appropriate arrangements to ensure that persons who are not English proficient are provided with language assistance as needed to participate in the grievance process. The Compliance Officer will be responsible for making such arrangements.
7. The Compliance Officer will maintain the files and records relating to such grievances.

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## 1-200 Equal Opportunity and Non-Discrimination

## © 1-202 Equal Employment Opportunity and Non-Discrimination

The District is committed to providing a workplace free from discrimination, harassment, and retaliation.

Equal Employment Opportunity & Anti-Discrimination

The District is an equal opportunity employer and complies with all applicable federal, state, and local laws regarding equal employment opportunity and anti-discrimination. The District strictly prohibits and does not tolerate discrimination against employees, applicants, or any other covered persons because of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed services, genetic information, or any other characteristic protected under applicable federal, state, or local law. All District employees, representatives, and other covered persons are prohibited from engaging in unlawful discrimination. This Policy applies to all terms and conditions of employment, including, but not limited to, hiring, training, promotion, discipline, compensation, benefits, and termination of employment.

In addition, the District complies with the Americans with Disabilities Act (ADA), and all applicable state or local law. Consistent with those requirements, the District will reasonably accommodate qualified individuals with a disability if such accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship. Requests for accommodation should be submitted to the Human Resources department. The District will also, where appropriate, provide reasonable accommodations for an employee's religious beliefs or practices so long as the accommodation does not impose an undue hardship on the District.

Harassment

Harassment is: (1) unwelcome conduct; (2) based on race, color, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed services, genetic information, or any other characteristic protected under applicable federal, state, or local law; and (3)(a) that is sufficiently severe or pervasive to alter the terms of employment and create an abusive work environment; or (b) that results in a tangible employment action (such as termination, demotion, or change in compensation).

The District strictly prohibits and does not tolerate unlawful harassment against employees or any other covered persons. Harassment is prohibited at the workplace and at employer-sponsored events.

Sexual Harassment

All District employees and representatives are prohibited from harassing employees and other covered persons based on that individual's sex or gender (including pregnancy, sexual orientation, and gender identity), and regardless of the harasser's sex or gender.

Sexual harassment means any harassment based on someone's sex or gender. It includes harassment that is not sexual in nature (for example, offensive remarks about an individual's sex or gender), as well as any unwelcome sexual advances or requests for sexual favors or any other conduct of a sexual nature, when any of the following is true:

- submission to or rejection of the advance, request, or conduct is made either explicitly or implicitly a term or condition of employment;
- submission to or rejection of the advance, request, or conduct is used as a basis for employment decisions; or
- such advances, requests, or conduct have the purpose or effect of substantially or unreasonably interfering with an employee's work performance by creating an intimidating, hostile, or offensive work environment.

The District will not tolerate any form of sexual harassment, regardless of whether it is:

- verbal (for example, epithets, derogatory statements, slurs, sexually related comments or jokes, unwelcome sexual advances, or requests for sexual favors);
- physical (for example, assault or inappropriate physical contact);
- visual (for example, displaying sexually suggestive posters, cartoons, or drawings, sending inappropriate adult-themed gifts, leering, or making sexual gestures); or
- online (for example, derogatory statements or sexually suggestive postings in any social media platform including Facebook, Twitter, Instagram, Snapchat, etc.).

In addition to the sexual harassment described above, Title IX sexual harassment is a subset of sexual harassment. Generally, Title IX sexual harassment is conduct, based on sex that constitutes one or more of the following.

(a) Unwelcome conduct, occurring in the United States, that a reasonable person would find so severe, pervasive, and objectively offensive that it effectively denies a person equal access to a District-sponsored education program or activity.

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

(c) Any of the following specific acts of sexual harassment taking place within the United States and within a District-sponsored program or activity: sexual assault, dating violence, domestic violence, and stalking.

Sexual harassment is prohibited both at the workplace and at District-sponsored events. Depending on the circumstances of the complaint, allegations of sexual harassment may be subject to concurrent investigations under this Policy and the District's applicable Title IX Policy and Procedures.

Reporting an Incident of Harassment, Discrimination or Retaliation

The District encourages reporting of all perceived incidents that violate this Policy regardless of the alleged offender's identity or position and including vendors or others with whom the District does business.

Conduct that violates this Policy should be promptly reported to the Superintendent or the District's human resources department. The District encourages those filing a complaint to do so as soon as possible after the offending conduct. As necessary, the District will conduct a prompt investigation, either formal or informal, into the complaint. Individuals are encouraged to use the District's complaint form, which is available from the District's human resources department. While the complaint form is not mandatory to file a complaint, it assists the District in collecting the necessary information to move forward.

A complaint should be as detailed as possible, including the names of all individuals involved and any witnesses. The District will directly and thoroughly investigate the facts and circumstances of all claims of perceived discrimination and will take prompt corrective action, if appropriate.

Additionally, any supervisor who observes discriminatory conduct must report the conduct to the District's human resources department so that a prompt investigation can be conducted, if necessary, and corrective action taken, if appropriate.

Non-Retaliation

The District strictly prohibits and does not tolerate unlawful retaliation against any applicant, employee, or other covered person by any employee. All forms of unlawful retaliation are prohibited, including any form of discipline, reprisal, intimidation, or other form of retaliation for good faith reports or complaints of incidents of discrimination of any kind, pursuing any discrimination claim, or cooperating in related investigations.

The District is committed to enforcing this Policy against all forms of discrimination. However, the effectiveness of the District's efforts depends largely on employees informing the District about inappropriate workplace conduct. If employees feel that they or someone else may have been subjected to conduct that violates this Policy, the District encourages them to report it immediately. If employees do not report discriminatory conduct, the District may not become aware of a possible violation of this Policy and may not be able to take appropriate corrective action.

Violations of this Policy

Any employee, regardless of position or title, who violates this Policy may be subject to discipline, up to and including termination of employment.

Administration of this Policy

The District's Human Resources Department is responsible for the administration of this Policy. Questions regarding this Policy or questions about discrimination, accommodations, or retaliation that are not addressed in this Policy should be directed to the human resources department.

Confidentiality

District employees who receive complaints alleging discrimination, harassment, or retaliation will maintain the confidentiality of the information they receive. However, District employees are permitted to disclose such information as required by law or when disclosure is necessary to facilitate legitimate District business, such as the investigation and resolution process.

Adopted:

Legal Authority:

A.R.S. § 23-341

A.R.S. § 41-1463

20 U.S.C. § 1703

29 U.S.C. § 206 *et seq.*

29 U.S.C. § 794

42 U.S.C. § 2000

42 U.S.C. § 12101 *et seq.*

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## © 1-202.A Procedure - Equal Employment Opportunity and Non-Discrimination - Grievance Procedure

A. Definitions

"Complainant" means the person filing a grievance.

"Compliance Officer" means the District personnel responsible for receiving and investigating grievances alleging discrimination.

"Harassment" is (1) unwelcome conduct; (2) based on race, color, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed services, genetic information, or any other characteristic protected under applicable federal, state, or local law; and (3)(a) that is sufficiently severe or pervasive to alter the terms of employment and create an abusive work environment; or (b) that results in a tangible employment action (such as termination, demotion, or change in compensation).

"Religious discrimination" means any act of discrimination on the basis of religion in violation of Title IV or A.R.S. § 15-110.

"Title IX" means Title IX of the Education Amendments of 1972.

B. Application

These Procedures apply to grievances alleging discrimination and/or harassment based on race, color, religion, disability, age, national origin, veteran's status, genetic code, or political affiliation. These Procedures also apply to grievances alleging retaliation for good faith reports or complaints of incidents of discrimination or harassment of any kind, pursuing any discrimination or harassment claim, or cooperating in related investigations. Grievances alleging discrimination or harassment based on sex (including sexual orientation and gender identity) should be filed using the District's Title IX Procedure. To the extent a complaint is filed alleging discrimination or harassment on the basis of sex and other conduct, the District may conduct simultaneous investigations under this Procedure and the District's Title IX Policy and Procedure.

The District also prohibits retaliation against anyone who files a grievance or cooperates in the investigation of a grievance.

C. Compliance Officer

The District's Compliance Officers are as follows:

Section 504/ADA Compliance Officer: Chief Officer for Learning & Equity, (602) 707-2005

Title IV/VI Compliance Officer: Director of Student Services, (602) 707-2013

D. Grievance Process

*Submittal of Grievance*

A grievance should be submitted to the Compliance Officer within thirty (30) days of the date the complainant becomes aware of the alleged violation of District Policy.

A grievance should be in writing, containing the name and address of the person filing it. The grievance should also state the problem or action alleged to be discriminatory and the remedy or relief sought.

If the Complainant is unable to or does not submit the grievance in writing, the District will provide reasonable accommodations to assist the complainant or otherwise meet with the complainant for the submission of their grievance. Although the District encourages individuals to submit grievances in writing, the District will nonetheless provide prompt and equitable response when it becomes aware of violations of District Policy.

The Compliance Officer will strive to confirm receipt of the grievance within five (5) working days following receipt.

*Investigation*

The Compliance Officer, or designee, shall conduct an investigation of the grievance. This investigation may be informal, but it must be thorough, affording all interested persons an opportunity to submit evidence relevant to the grievance, including the opportunity to present witnesses.

The Superintendent will designate an alternate investigator if the Compliance Officer has a conflict of interest with the investigation.

Based on the recommendation of the Compliance Officer, or designee, the District may take temporary action during the investigation to ensure equal employment opportunity and prevent retaliation.

*Decision*

The Compliance Officer will strive to complete the investigation and issue a written decision on the grievance no later than thirty (30) days after its filing unless extenuating circumstances require an extension of the thirty (30) day timeline. In such a case, the

Compliance Officer, or designee, will communicate with the Complainant concerning the need for an extension.

*Appeal*

The Complainant or respondent may appeal the decision of the Compliance Officer by writing to the Superintendent within fifteen (15) days of receiving the Compliance Officer's decision. The [Superintendent or human resources officer], or designee, will strive to issue a written decision in response to the appeal within thirty (30) days of receipt of the appeal.

*Remedial or Other Action*

If it is determined that discrimination occurred, the District shall take the appropriate steps to prevent the recurrence of discrimination and correct the discriminatory effects on the complainant and others. If disciplinary action is appropriate, teachers, administrators, other personnel, and students will be afforded all respective rights afforded by the law and District Policy, and disciplinary action will follow all applicable policies and procedures.

*General*

1. The Complainant will not be required to directly interview or confront the person alleged to have engaged in discriminatory behavior.
2. The Complainant may withdraw the grievance at any time. However, the Compliance Officer may choose to continue to investigate the alleged discrimination if there are facts supporting the allegations.
3. The District shall maintain confidentiality as required by the Family Educational Rights and Privacy Act (FERPA).
4. The availability and use of this grievance procedure does not prevent a person from filing a complaint of discrimination with the U. S. Department of Education, Office for Civil Rights or any other court or agency with jurisdiction over the matter.
5. The District will make appropriate arrangements to ensure that persons with disabilities are provided other accommodations, if needed, to participate in the grievance process. Such arrangements may include, but are not limited to, providing interpreters for the deaf, providing digital material for the blind, providing a scribe for submission of the grievance, or assuring a barrier-free location for the proceedings. The Compliance Officer will be responsible for making such arrangements.
6. The District will make appropriate arrangements to ensure that persons who are not English proficient are provided with language assistance as needed to participate in the grievance process. The Compliance Officer will be responsible for making such arrangements.
7. The Compliance Officer will maintain the files and records relating to such grievances.

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## 1-200 Equal Opportunity and Non-Discrimination

# © 1-203 Equal Opportunity—Prohibited Sex Discrimination (Title IX)

Non-discrimination Policy

The District does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates as required by Title IX of the Education Amendments of 1972 (Title IX), including in admission and employment.

Definitions

“Actual knowledge” means notice of sexual harassment or allegations of sexual harassment to the District’s Title IX coordinator or to any employee of a District elementary and secondary school if the allegations of sexual harassment occurred in a District education program or activity and the alleged sexual harassment occurred within the United States.

“Formal complaint” means a document filed by a complainant or signed by the Title IX coordinator against a respondent and requesting that the District investigate the allegation of sexual harassment. A formal complaint may be filed with the Title IX coordinator by mail, email, through an online portal, or by contacting the Title IX coordinator as directed on the District website or other communications to students, staff, and parents.

“Complainant” means any person who is alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment under Title IX which occurred in a District education program or activity.

“Respondent” means a person who is reported to be the perpetrator of conduct that could constitute sexual harassment.

“Education program or activity” means locations, events, or circumstances over which the District exercises substantial control over both the respondent and the context in which the sexual harassment occurs.

“Sexual harassment” means conduct based on sex that is one or more of the following:

a. an employee of the District conditioning the provision of an aid, benefit, or service of the District on an individual’s participation in unwelcome sexual conduct;
b. unwelcome sex-based conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive it effectively denies a person equal access to the District’s education program or activity; or

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

“Supportive measures” means non-disciplinary, non-punitive, individualized services offered as appropriate, as reasonably available, and without fee or charge before or after the filing of a formal complaint, or where no formal complaint has been filed, designed to restore or preserve equal access to the District’s education program or activity.

“Deliberately indifferent” means a response to sexual harassment that is clearly unreasonable in light of the known circumstances.

Title IX Coordinator

The District must identify at least one employee to serve as the Title IX coordinator and authorize that individual to coordinate and facilitate the District’s compliance efforts regarding its responsibilities under Title IX, including inquiries about the application of Title IX or formal complaints. The District’s Title IX coordinator is:

Dr. Emerald Woodland
Director of Human Resources
W Osborn Rd., Phoenix, AZ 85012
(602) 707-2037
ewoodland@osbornsd.org

Notices

The contact information for the Title IX coordinator and the District’s nondiscrimination notice will be prominently posted on the District’s website and in any student or employee handbooks.

Any documents used to train the Title IX coordinator, investigators, decision makers, and others involved in the Title IX grievance process will be posted on the District’s website and available upon request.

Supportive Measures

The District will provide supportive measures as appropriate and available.

District’s Response to Sexual Harassment

When the District receives actual knowledge of sexual harassment in a District education program or activity, the District will respond promptly in a manner that is not deliberately indifferent.

Adopted:

Legal Authority:

20 U.S.C. § 1681, Education Amendments of 1972, Title IX
34 C.F.R. Part 106

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## © 1-203.A Equal Opportunity—Prohibited Sex Discrimination (Title IX)—Grievance Procedure

A. General Procedures

The District will follow grievance procedures that provide for the prompt and equitable resolution of formal complaints from students and employees alleging sex-based discrimination.

Key personnel under Title IX are the Title IX coordinator, the designated Title IX investigator, the designated Title IX decision maker, and if applicable, the designated Title IX decision maker on appeal. The Title IX coordinator and investigator may be the same person.

If any person involved in an investigation has a concern that the investigator, decision maker, or decision maker on appeal may have a bias or conflict of interest, the Title IX coordinator will evaluate the situation and determine whether to designate a different investigator, decision maker, or decision maker on appeal. The Title IX coordinator also has the discretion to reassign an investigator, decision maker, or decision maker on appeal for any reason. The Title IX coordinator may retain an outside investigator, decision maker, or decision maker on appeal.

B. Supportive Measures

The Title IX coordinator must offer and coordinate supportive measures that do not unreasonably burden either party and are designed to protect the safety of the parties or the educational environment. Supportive measures provide support during the grievance procedures and during the informal resolution process. Supportive measures may not be imposed for punitive or disciplinary reasons.

Supportive measures must be maintained as confidential, except to the extent that maintaining confidentiality would impair the provision of such measures.
Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual restrictions on contact between the parties, leaves of absence, and increased monitoring and supervision, as deemed appropriate by the Title IX coordinator.

C. Emergency Removal of Respondent (Student)

Prior to a determination of responsibility for the conduct alleged, the District may remove a student who is a respondent from the District's educational program or activity on an emergency basis when, after completing an individualized safety and risk

analysis, it is determined that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sex discrimination justifies removal. The District must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. If a student has an individualized education plan (IEP) or a Section 504 plan, the decision to remove the student on an emergency basis must be coordinated with the District's special education staff and in compliance with relevant requirements of the Individual with Disabilities in Education Act (IDEA) or Section 504 of the Rehabilitation Act (Section 504).

D. Removal of Respondent (Employee)

The District may place an employee who is a respondent on administrative leave while allegations are investigated and resolved in accordance with this grievance procedure.

E. Length of Grievance Process

The District will attempt to complete the grievance process within sixty (60) business days, not including any time for an appeal of the determination. The grievance process may be temporarily delayed and/or timelines may be extended for good cause with written notice to the parties explaining the reason(s) for the extension.

F. Complaint and Notice

Upon receipt of a request for the District to investigate and make a determination about alleged Title IX discrimination, the Title IX coordinator will offer the complainant the opportunity to make a written complaint.

After the preparation of the complaint, the Title IX coordinator will provide written notice of the allegations to the complainant(s) and the respondent(s) and will provide information regarding the grievance process, including the informal resolution process if appropriate. The notice of the allegations must include:

- sufficient detail to allow a respondent to prepare a response, including a description of the conduct alleged, the date and location of the conduct, and the names of the complainant and other involved parties, if any;
- a statement that a respondent is presumed not to be responsible for the conduct and that a determination will be made at the conclusion of the process;
- a statement that retaliation is prohibited;
- notice of all parties' rights to have an attorney or non-attorney advisor;
- notice of the right of the complainant and respondent to inspect and review relevant evidence;
- notice that if in the course of the investigation additional allegations of sex discrimination by the respondent toward the complainant are discovered, those

allegations may be consolidated in the complaint, with notice of the additional allegations made to the parties; and
- a prohibition on providing false statements or evidence in connection with the investigation of the complaint.

G. Duty to Report

Title IX complaints may include violations addressed in A.R.S. § 13-3620. Any allegations classified by statute as "reportable offenses" must be reported as such to local law enforcement authorities or the Arizona Department of Child Safety. The allegations may be reported to the Arizona State Board of Education pursuant to A.R.S. § 15-514.

When the Title IX coordinator, investigator, decision maker, or decision maker on appeal reasonably believes that a law enforcement investigation will commence in regard to the complaint allegations reported to the District, the District will temporarily suspend the grievance process and investigative efforts. The Title IX coordinator will continue or implement supportive measures as appropriate. The District may determine (in conjunction with the law enforcement authorities) that the continuation of the internal Title IX grievance process is permissible during a pending law enforcement investigation. The Title IX grievance process will resume as soon as the District becomes aware that the law enforcement investigation has concluded or upon approval of the law enforcement agency. A finding by law enforcement that no wrongdoing occurred will not determine the outcome of the District's investigation but will be considered along with the other evidence.

H. Informal Resolution

At any time before a determination is reached, allegations may be resolved informally, unless it is alleged that a District employee is engaged in sexual harassment against a District student.

As part of the informal resolution process, the Title IX coordinator may engage in interviews and other fact finding. Either party may withdraw from an informal resolution process at any time before agreeing to a resolution and resume the grievance procedures. Once an informal resolution is agreed to by the parties, it becomes binding. The Title IX coordinator has the discretion to decline requests for informal resolution.

Both parties to a formal complaint must voluntarily agree in writing to participate in an informal resolution process. No party is ever required to participate in an informal resolution process. Intimidation, threats, and coercion regarding participation in an informal resolution process are expressly prohibited. Informal resolution will proceed pursuant to the procedures set out below.

Efforts to resolve the formal complaint via informal resolution should not typically extend longer than ten (10) school days unless for good cause (such as unavailability of the parties, state-wide testing, etc.). If the informal resolution process takes more than ten (10) school days, the Title IX coordinator may send a notice of temporary delay for good cause if it appears that the District will not be able to meet its deadline to complete the Title IX grievance process.

Either party may withdraw from an informal resolution at any time before agreeing to a resolution and resume the grievance process. Once an informal resolution is agreed to by the parties, it becomes binding.

I. Procedures for Informal Resolution

After receipt of a complaint of sex discrimination, the Title IX coordinator will determine whether the complaint is appropriate for referral to an informal resolution process. If the Title IX coordinator determines that the complaint is appropriate for informal resolution, an invitation to participate in an informal resolution process will be given to both parties. The parties may agree to participate in informal resolution at any point in the grievance process prior to the issuance of a determination of responsibility letter by the decision-maker.

If both parties return the consent-to-participate forms, the Title IX coordinator or designee will initiate the informal resolution process within five (5) school days of receipt of both signed forms. The Title IX coordinator will designate an informal resolution facilitator.

The facilitator may be the Title IX coordinator or another individual who has been trained on the District's Title IX policy and procedures, is free from conflicts of interest and bias, and has been trained to serve impartially without prejudging the facts at issue. The facilitator must not be the same person as the investigator or the decision maker. The facilitator will be responsible for contacting the parties within five (5) school days of receipt of the signed consent-to-participate forms to initiate the informal resolution process.

The facilitator will contact the parties individually to discuss the following:

(1) whether the party would like to have a face-to-face meeting (in-person or virtual) with the other party to discuss informal resolution;

(2) the allegation(s) and facts each party believes are relevant to the allegation(s); and

(3) what terms the party believes would resolve the complaint without need for investigation and determination.

After communicating with both parties, the facilitator will determine whether to schedule a face-to-face meeting or to engage separately with each party to discuss the terms for agreement proposed by the other party.

J. Resolution Agreement

If the parties agree to resolve the complaint without proceeding through investigation and a final determination, the terms of that agreement must be in writing and be signed by both parties. A non-exhaustive list of examples of terms that may be included in an informal resolution agreement are as follows:

- removal of a respondent from the educational setting via suspension or expulsion;
- removal of a respondent from the same educational setting as the complainant (reassignment to an alternate location or change of classes, for example);
- agreement that the respondent will attend counseling (provided outside of the school setting with cost to be borne by the respondent);
- non-contact or non-communication agreements between the parties;
- participation by either or both parties in an age-appropriate training to address the parties' understanding of sex discrimination and to mitigate recurrence of the sex discrimination;
- no admission of responsibility by the respondent;
- non-disclosure of the agreement as to the parties; and
- consequences of a breach of any term of the agreement (for example, an agreement might include a term that states that if a party breaches a non-disclosure agreement, that party will be reassigned to an alternative educational setting).

The District is not a party to the resolution agreement. The facilitator should confirm the feasibility of any terms to which the parties have agreed that implicate an administrative action by the District prior to the finalization and signing of a resolution agreement. Once an agreement is finalized, the Title IX coordinator will take reasonable steps to ensure that it can be implemented on school property and at school-sponsored events.

K. Confidentiality of the Informal Resolution Process

Information or evidence exchanged during an informal resolution process is not confidential as to the Title IX grievance process if a resolution agreement cannot be reached. Either party may share information or evidence obtained during the informal resolution process with the investigator. The facilitator may not be a witness during the investigation. The facilitator's notes will not be shared with the parties nor will the notes become a part of the investigation file.

An informal resolution agreement itself may not be a confidential document and may be subject to a public records request, a valid subpoena for records, or data request from

an enforcement agency such as the Office for Civil Rights of the U.S. Department of Education. Any resolution agreement provided as a public records request will redact all personal identifying information as permitted by law.

If a party violates an informal resolution agreement, such violation may be disciplined under appropriate District policies.

L. Dismissal of Title IX Complaint

If the Title IX coordinator or investigator determines that the allegations in a complaint, with all facts assumed to be true for this purpose, do not meet the definition of sex discrimination under the applicable Title IX regulations, or did not occur in the District's educational program or activity, or in the United States, the Title IX coordinator shall dismiss the complaint. The Title IX coordinator may also dismiss a formal complaint if the complainant requests withdrawal of the complaint in writing; if the respondent withdraws from the District (student) or terminates employment with the District (employee); or if specific circumstances prevent the recipient from gathering evidence sufficient to reach a determination. If a complaint is dismissed, supportive measures will continue to be offered to the parties as appropriate.

Upon dismissal of a complaint or any allegations contained in a complaint, the Title IX coordinator will promptly and simultaneously provide written notice of the dismissal and the reason(s) for the dismissal to the complainant and respondent. If a complaint is dismissed, the District may nevertheless take additional appropriate disciplinary action against the respondent under its employee or student code of conduct and procedures related thereto. Upon dismissal, the Title IX coordinator must promptly notify the complainant of the basis for dismissal and that the dismissal may be appealed. If the dismissal occurs after the respondent has been notified of the allegations, the Title IX coordinator must also notify the respondent of the dismissal and the basis for the dismissal simultaneously with the notice of dismissal provided to the complainant.

M. Consolidation of Complaints

The District has the discretion to consolidate multiple complaints if the allegations of sexual harassment in the complaints arise out of the same facts of circumstances. The District may consolidate formal complaints as to allegations of sexual harassment against one or more respondents, by more than one complainant against one or more respondents, or by one party against the other party.

N. Investigation

The investigation will be premised on a presumption that the respondent is not responsible for the alleged act(s) of sexual harassment or sex-based discrimination, and both parties will be treated equitably during the investigation. The burden is on the District to conduct an investigation that gathers sufficient evidence to determine whether

sexual harassment occurred and if the respondent committed the acts alleged to be sexual harassment.

This District prohibits all complainants, respondents, and any witnesses from knowingly making a false statement or providing false evidence in connection with a Title IX investigation. The District may take appropriate disciplinary action outside the Title IX process against any individual who makes false statements.

Both the complainant and the respondent will have a reasonable opportunity to present witnesses and other evidence to the investigator. The investigator will meet with each party and give them at least twenty-four (24) hours' advance written notice of the date, time, location, and purpose of any interview that will be conducted. The District will not restrict the ability of either party to discuss the allegations and gather evidence related to the allegations of the formal complaint.

The investigator will interview the complainant, the respondent, any witnesses identified by either party, and relevant records. In no event will a party be subjected to any disciplinary sanctions or consequences for refusing or failing to participate in the Title IX grievance process.

Before the investigator prepares the final investigation report, the complainant, the respondent, and their advisors (if any) will be provided with an equal opportunity to access relevant and permissible evidence. If appropriate, that evidence will be provided to the parties in an electronic format and in a manner that does not permit copying or downloading of the evidence. Parties and their advisors will be required to sign a non-disclosure agreement prior to receiving copies of this evidence in an electronic format or printed copy. The evidence provided may include evidence that the investigator does not intend to rely upon and any exculpatory or inculpatory evidence from any source. Within ten (10) calendar days of the date on which the parties were provided with access to the evidence or otherwise notified by the investigator that they could make an arrangement to view the evidence, the parties may prepare and submit to the investigator a written response to the evidence, which the investigator will consider in preparing the written investigation report. In cases in which there is more voluminous evidence that will require more time for the parties to process, the investigator may extend the ten (10) calendar days and provide notice of the extended date to the parties. Following the expiration of the date on which the parties may provide responses to the evidence, the investigator will promptly prepare a written investigation report that fairly summarizes the relevant and permissible evidence discovered during the investigation and provide that to the parties.

O. Written Determination

The written investigation report and any responses submitted by the complainant and/or respondent will be provided to the decision maker, who will make the determination as

to whether sex discrimination occurred based on the preponderance of the evidence standard.

Upon receipt of the evidence, the decision maker will invite each party to propose questions that the party would like to have asked by the investigator or the decision maker. The decision maker must determine whether a proposed question is relevant and permissible. If a party submits a question that is unclear or harassing, the decision maker will give the party an opportunity to clarify or revise that question, and if the party sufficiently clarifies or revises a question, it will be asked. If written questions are submitted, the decision maker will promptly provide the questions to the appropriate individual so the individual can provide answers to the questions. Answers to the questions must be provided to the decision maker within ten (10) calendar days of the date on which they are provided. The decision maker will promptly provide each party with the answers to the questions and allow for additional, limited follow-up questions in writing from both the complainant and respondent within three (3) calendar days. If written follow-up questions are submitted to the decision maker, the decision maker will promptly obtain the answers and provide both parties with the responses to the additional questions. Any questions regarding a complainant's prior sexual behavior or sexual predisposition will be deemed irrelevant unless they are offered to provide evidence that someone other than the respondent committed the alleged misconduct or are offered to prove consent.

No sooner than ten (10) calendar days after receiving the investigation report, the decision maker will issue a written determination of responsibility that includes:

- a statement of the allegations;
- a description of the procedural steps taken from receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- the findings of fact supporting the determination;
- conclusions regarding the application of the District's code of conduct to the facts;
- a statement of and rationale for the result as to each allegation, including a determination of whether sex discrimination occurred, and if so, any disciplinary sanctions the District imposes on the respondent; and
- a description of the right to an appeal, how to request an appeal, and the permitted bases for an appeal.

The deadline for the decision maker to issue the determination may be extended for good cause at the decision maker's sole discretion. The complainant and the respondent will be notified concurrently of the determination.

Students found to have violated Title IX will be referred for disciplinary action consistent with the determination. Employees found to have violated Title IX will be subject to employment actions, including discipline or termination of employment consistent with the determination. The Title IX coordinator shall also coordinate the provision and implementation of remedies to the complainant and other persons identified as having had equal access to the District's education program limited or denied by sex discrimination.

P. Appeals

Either the complainant or the respondent may appeal from the written determination of responsibility regarding a formal complaint or the dismissal of a formal complaint (or any allegations therein). The appealing party must submit a written notice of appeal that includes the bases of the appeal to the Title IX coordinator within ten (10) calendar days of the date of the determination or the dismissal of the complaint. No hearing will be held for an appeal.

Written notice of the appeal will be provided to both parties by the District. Either party may file a written response in support of or challenging the determination or dismissal and the bases for the appeal within five (5) calendar days of the date on which written notice of the appeal was provided to all parties.

An appeal may be filed on the following bases only:

- a procedural irregularity that affected the outcome of the matter;
- newly discovered evidence that could affect the outcome of the matter and that was not available at the time the determination was made; and/or
- the Title IX coordinator, the investigator, the decision maker, or the decision maker on appeal having had a conflict of interest or bias that affected the outcome of the matter.

The parties will simultaneously be provided with a written decision regarding the appeal, which will describe the result of the appeal and the rationale for the decision.

Q. Confidentiality and Retention of Investigation Information

Except as necessary to complete a thorough and effective investigation and grievance process under Policy 1-203 and as required by law or District policy, the identity of complainants, respondents, and witnesses; information related to investigations; evidence gathered; and records created during investigations will be maintained in strict confidence.

In implementing Policy 1-203, the District will comply with state and federal laws regarding the confidentiality of student and employee records, including but not limited to the Family Educational Rights and Privacy Act. Information and records regarding any disciplinary sanctions imposed on an employee or student will be maintained and disclosed in the same manner as any other disciplinary record, provided that no disciplinary record shall indicate that discipline was determined through the Title IX process.

R. Records

The Title IX coordinator will retain investigation files for a time period of not less than seven (7) years. The records maintained by the District will document the District's response to allegations of sex discrimination and the measures that were taken to restore or preserve equal access to the District's educational program or activity. If the District did not offer supportive measures in response to a report made under Policy 1-203, the District's records will document why no supportive measures were offered.

S. Training

The District will provide regular training to employees on identifying and reporting acts that may constitute discrimination, harassment, or retaliation under Title IX. The Title IX coordinator, investigators, decision makers, decision makers on appeal, and any District employees who are designated to facilitate informal resolution processes will receive additional training on Policy 1-203 and implementation of the grievance process at least as often as required by federal regulations implementing Title IX.

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## © 1-301 Rules of Order

The Board shall abide by the following rules of order:

1. Every item that requires action by the Board shall require a motion made by any member of the Board, including the President.
2. A motion must receive a second from another member of the Board, which may include the President, prior to consideration by the Board. If a motion does not receive a second, the Board will not consider the motion.
3. Motions of the Board may include, but are not limited to, the following:
    a. a motion for action by the Board;
    b. a motion to adjourn;
    c. a motion to table an item;
    d. a motion to amend a pending motion;
    e. a motion to refer to committee; or
    f. a motion to refer to the Superintendent.
4. The Board President may recess or adjourn a meeting without a motion to adjourn if required to maintain order.
5. Once a motion receives a second, the Board may consider the motion and discuss the motion.
6. A motion may be amended at any time by any Board member. Amending a pending motion requires a motion and a second.
7. To pass, a motion requires an affirmative vote of a majority of the Board members in attendance and voting. An abstention does not count as a vote for purposes of determining whether a motion passes.

Notwithstanding the above, the Board may suspend the rules of order by a majority vote of the Board's members in attendance and voting.

Adopted:

Legal Authority:

A.R.S. § 15-321

A.R.S. § 15-341

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## © 1-302 Governing Board Meetings and Open Meeting Law Requirements

Compliance with Arizona's Open Meeting Laws

The Governing Board recognizes its responsibility to ensure that its meetings are conducted openly. Notices and agendas for such meetings shall contain sufficient information as is reasonably necessary to inform the public of the matters to be discussed or decided. The Board shall comply with Arizona's open meeting laws as set forth in A.R.S. § 38-431 *et seq.*

Newly elected or appointed Board members shall, at least one (1) day before taking office, review the Arizona open meeting law material prepared by the Attorney General.

Definitions

"Advisory committee" or "subcommittee" means any entity, however designated, that is officially established, on motion and order of the Board or by the Board President and whose members have been appointed for the specific purpose of making a recommendation concerning a decision to be made or considered or a course of conduct to be taken or considered by the Board.

"Business" means any District related budgetary, personnel, or other question that comes before the Board.

"Emergency meeting" means a meeting held upon shorter notice than otherwise required by law because of an "actual emergency". An actual emergency exists when, due to unforeseen circumstances, immediate action is necessary to avoid some serious consequence that would result from waiting until the required notice could be given. The existence of an actual emergency does not dispense with the need to give twenty-four (24) hour notice to an employee who is to be discussed in executive session.

"Executive session" means a gathering of a quorum of the Board from which the public is excluded for one or more reasons set forth in A.R.S. § 38-431.03 (describing permissible reasons for an executive session). In addition to the Board members, only those whose presence is reasonably necessary for the Board to carry out its executive session responsibilities may attend an executive session.

"Legal action" means a collective decision, commitment or promise made by the Board in accordance with Arizona law.

"Meeting" means the gathering, in person or through technological devices, of a quorum of the Board at which they discuss, propose or take legal action, including any deliberations by a quorum with respect to that action. A meeting includes one-way

electronic communication by one Board member that is sent to a quorum of the Board and that proposes legal action. It also includes an exchange of electronic communications among a quorum of the Board that involves a discussion, deliberation or the taking of legal action concerning a matter likely to come before the Board for action.

"Quorum" means a majority of the Board. If there is a vacancy or vacancies on the Board, a quorum means a majority of the remaining Board members. A single Board member does not constitute a quorum.

"Regular meeting" means a recurring meeting that is scheduled by the Board for the consideration of business and/or for the Board to take any legal action.

"Special meetings" are those held in addition to regular meetings.

Frequency and Location of Board Meetings

The Board shall hold at least one regular meeting per month during the regular school year and may hold special meetings as often as called.

Board meetings shall be held at the most convenient public facility in the District. However, if a public facility within the District is not available, the Board may meet at any available public facility that is convenient to all Board members, regardless of the county or school district in which the public facility is located. The location shall provide for an amount of seating sufficient to accommodate reasonably anticipated attendance, but the District need not relocate a meeting outside of the District's largest regular meeting room.

Board Meeting Notices

1. If the Board intends to meet for a specified calendar period, on a regular day, date or event during the calendar period, and at a regular time and place, it may post public notice of the meetings at the beginning of the period. Such notice shall specify the period for which the notice is applicable,
2. The Board shall conspicuously post a statement on its website indicating where all public notices of its meetings will be posted, including the physical and electronic locations, and shall give additional public notice as is reasonable and practicable as to all meetings.
3. The Board shall post all public meeting notices on the District's website and give additional public notice as is reasonable and practicable as to all meetings.
4. A technological problem or failure that either prevents the posting of public notices on a website or that temporarily or permanently prevents the use of all, or part of the website does not preclude holding the meeting if the Board complies with all other public notice requirements.
5. Except for emergency meetings or previously recessed meetings with appropriate notice, no Board meeting shall be held without at least twenty-four (24) hours'

notice to the Board and the public. The twenty-four (24) hour notice period includes Saturdays if the public has access to the physical posted location in addition to any website posting but excludes Sundays and other holidays prescribed in A.R.S. § 1-301.

6. In the case of an actual emergency, a meeting, including an executive session, may be held on such notice as is appropriate to the circumstances. In such cases, the Board must adhere to the requirements of A.R.S. § 38-431.02 pertaining to emergency meetings.

Board Meeting Agendas

1. The Superintendent is authorized to develop the agenda for each Board meeting, in collaboration with the Board President or the Board. Board members may also request that specific items be considered for placement on a Board meeting agenda.
2. Notice of Board meetings shall include an agenda of the matters to be discussed or decided at the meeting or information on how the public may obtain a copy of the agenda. The agenda will be available to the public at least twenty-four (24) hours before the meeting, except in the case of an emergency meeting.
3. Unless a Board meeting is entirely remote, the agenda shall include notice of the time that members of the public will have physical access to the Board meeting.
4. Generally, the Board may discuss, consider, or make decisions only on those matters listed on the agenda and other matters related thereto.
5. Board members may present a brief summary of current events without the need to list them on the agenda if the summary is listed on the agenda and the Board does not propose, discuss, deliberate, or take legal action at the meeting on any matter in the summary unless the specific matter is properly noticed for legal action.
6. For executive sessions, the notice and agenda shall include a general description of the matters to be considered and a recitation of the legal authority authorizing the executive session. The general description is not required to contain information that would defeat the purpose of the executive session, compromise the legitimate privacy interests of a public officer, appointee or employee, or compromise attorney-client privilege.

Applicability to Advisory Committees, Standing and Special Committees and Subcommittees of the Board

The provisions of Arizona's open meeting laws apply to advisory committees, standing and special committees of the Board, and subcommittees of the Board. Pursuant to A.R.S. § 38-431.08, communication among a quorum of a three member advisory committee is exempt if the three member committee does not include more than one Board member.

Resuming Recessed Meetings

The Board may recess a meeting during a meeting and resume it with less than twenty-four (24) hours' notice if:

1. public notice of the initial session of the meeting was given; and
2. before recessing, notice is publicly given as to the time and place of the resumption of the meeting or the method by which notice shall be publicly given.

Public Participation in Board Meetings

1. Members of the public shall be permitted to attend and listen to the deliberations and proceedings occurring during a Board meeting. Members of the public do not have the right to speak unless and until recognized by the Board.
2. Members of the public do not have the right to engage in dangerous or disruptive behavior that compromises or prevents the Board from conducting Board business.
3. The Board, in its discretion, may make an open call to the public during a Meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the Board on any issues within its jurisdiction.
4. The Board does not permit commercial solicitations during call to the public or actions that violate the prohibitions set forth in A.R.S. § 15-511 (use of school resources to influence the outcome of an election).
5. An individual who wants to make a public comment shall follow the procedures identified by the Board. This may include adding the speaker's name to a list of those wishing to make a public comment, submitting a request card to the Board to make a public comment, or any other reasonable method implemented by the Board.
6. The President may set a time limit on the length of the call to the public period and for each individual speaker. Any time limitation applicable to any individual speaker shall apply to all speakers making a public comment. The President or designee will recognize speakers, maintain proper order, and enforce applicable time limitations.
7. At the conclusion of the open call to the public portion of the meeting, individual Board members may respond to criticism made by those who addressed the Board, may ask staff to review a matter, or may ask that a matter be placed on a future agenda.
8. Board members shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.
9. Persons in attendance at a public meeting may record the meeting provided there is no active interference with the conduct of the meeting.

Emergency Board Meetings

1. The Board is not required to provide twenty-four (24) hours' notice of a Board meeting in the case of an actual emergency. An actual emergency may exist when, due to unforeseen circumstances, immediate action is necessary to avoid

some serious consequences that would result from waiting until the required notice could be given.

2. In such event, the Board will provide notice as is appropriate under the circumstances. If the Board holds an emergency meeting, the Board will post a public notice within twenty-four (24) hours declaring that an emergency session was held and an agenda that sets forth the specific matters discussed, considered or decided at the meeting. If the Board held an executive session during the emergency meeting, the agenda shall include a general description of the matters considered and a recitation of the legal authority authorizing the executive session.

Meeting Minutes

1. The Board shall provide for the taking of written minutes or a recording of all its meetings, including executive sessions. For meetings other than executive sessions, the minutes or recording shall include:

    - the date, time, and place of the meeting;
    - the members of the Board recorded as either present or absent;
    - a general description of the matters considered;
    - an accurate description of all legal actions proposed, discussed or taken, including a record of how each member voted;
    - the names of the members who propose each motion;
    - the names of the persons, as given, who make statements or present material to the Board and a reference to the legal action about which they made statements or presented material;
    - a statement of the reasons for emergency consideration of any matters not on the agenda, including a full description of the nature of the emergency; and
    - if a prior act was ratified during the meeting, a copy of the disclosure statement required for ratification pursuant to A.R.S. § 38-431.05.

2. The minutes or a recording of a public meeting shall be available for public inspection within three (3) working days after the meeting. Minutes the Board has not approved may be marked as "draft", "unapproved", or in any other manner to reflect that the Board has not approved or accepted the minutes as drafted.
3. Minutes from an executive session shall include:

    - the date, time, and place of the meeting;
    - the members of the Board recorded as either present or absent;
    - a general description of the matters considered;
    - an accurate description of all instructions given pursuant to A.R.S. § 431.03(A), paragraphs 4, 5, and 7;
    - other matters as deemed appropriate by the Board; and
    - a statement of the reasons for emergency consideration of any matters not on the agenda.

The minutes on an executive session are confidential and may not be disclosed except to certain authorized persons, as set forth and permitted by law. To ensure confidentiality and avoid inadvertent disclosure, minutes of executive sessions should be stored separately from general session minutes.

Adopted:

Legal Authority:

A.R.S. § 15-321

A.R.S. § 15-323

A.R.S. §§ 38-431 - 38-431.09

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## © 1-303 Adoption, Revision, Suspension and Repeal of Board Policies

Governing Board policies must be adopted, revised, suspended or repealed during public Board meetings.

Adoption

The Board shall prescribe and enforce policies to govern District schools, including their operation, that are not in conflict with law or rules prescribed by the State Board of Education.

The Board shall adopt and enforce any other policies it is required by law to adopt.

The Board may, in its sole discretion, adopt and enforce any other policies not otherwise contrary to law or rules prescribed by the State Board of Education.

Unless otherwise required by law, the Board may, but is not required to, consider the views of the public or employees before adopting any policy.

The Board shall consider the adoption of any new Policy or revisions thereto during two Board meetings prior to adoption unless the Board votes to consider and approve a policy at a single Board meeting or unless more than two meetings are required by law prior to Board action.

Unless specifically noted, new or revised policies will be implemented prospectively.

Neither Board policies nor procedures are intended to or shall be construed to create a contract or vested interest unless specifically stated otherwise.

Revision

The Board may revise policies as needed to reflect newly enacted laws, changes in law or whenever it determines that revisions are warranted to improve the educational or other operations of the District.

Suspension

The Board may suspend a policy or a portion thereof when deemed in the District's best interest. Upon subsequent Board action, the policy shall be reinstated unless the Board votes to revise or repeal it.

Repeal

Unless a policy is required by law, the Board may repeal Board policies that are no longer necessary or deemed in the District's best interest.

Procedures

The Superintendent is authorized to develop procedures as appropriate or requested by the Board to implement Board adopted policies.

Adopted:

Legal Authority:

A.R.S. § 15-341

A.R.S. § 15-342

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# 1-400 Parent/Legal Guardian Rights

## © 1-401 Parents/Legal Guardian Rights in Education

Definitions

"Harmful material" means educational material that questions a parent or legal guardian's or student's beliefs or practices in sex, morality, and/or religion or is based on sexual content, violent content, or profane or vulgar language.

"Parent or Legal Guardian" means the natural or adoptive parent or legal guardian of a minor child who is a student in the District.

"Parents' Bill of Rights" means A.R.S. § 1-602.

Parents' Protected Rights and Bill of Rights

In accordance with A.R.S. § 1-601, the Governing Board recognizes that parents or legal guardians have a fundamental right to direct the upbringing, education, health care and mental health of their children. The District shall not infringe on these rights without demonstrating that a compelling governmental interest as applied to the child involved is of the highest order, is narrowly tailored and is not otherwise serviced by a less restrictive means.

The Board and all District employees shall respect and comply with all rights enumerated in the Parents' Bill of Rights.

In accordance with A.R.S. § 1-602, the Parents' Bill of Rights does not: (a) authorize or allow a parent or legal guardian to engage in conduct that is unlawful or to abuse or neglect a child in violation of Arizona laws; (b) prohibit courts, law enforcement officers or District employees from acting within the official scope of their authority; or (c) prohibit a court from issuing an order that is otherwise permitted by law.

A student's parent or legal guardian shall be promptly notified if any employee of the District suspects that a criminal offense has been committed against the student by a person other than the parent or legal guardian, unless the incident has been reported to a law enforcement agency and in the opinion of the law enforcement agency investigating the incident, notification of the parent or legal guardian would impede the investigation.

Development of Procedures

The Board shall adopt and periodically review procedures promoting the involvement of parents or legal guardians in educational activities and curriculum development. Such adoption and review shall be in consultation with parents or legal guardians, teachers, and administrators in the District. Procedures shall include the following:

1. A plan for parent or legal guardian participation in the schools that is designed to improve parent or legal guardian and teacher cooperation in such areas as homework, attendance and discipline. The plan shall have the following elements:
    a. provide for the administration of a parent or legal guardian teacher satisfaction survey; and
    b. if applicable, the requirements of 20 U.S.C. § 6318 – Strengthening and Improvement of Elementary and Secondary Schools - Parent and family engagement.
2. Procedures by which parents or legal guardians may learn about the course of study for their children and review learning materials, including the source of any supplemental educational materials.
3. Procedures by which parents or legal guardians who object to any learning material or activity on the basis that the material or activity is harmful may withdraw their children from the activity or from the class or program in which the material is used. Objection to learning material or an activity on the basis that the material or activity is harmful includes objection to the material or activity because it questions beliefs or practices in sex, morality or religion.
4. For schools that offer sex education curricula pursuant to A.R.S. §§ 15-711 or 15-716 or pursuant to any rules adopted by the Arizona State Board of Education, procedures to prohibit the District from providing sex education instruction to a student unless the student's parent or legal guardian provides written permission for the student to participate in the sex education curricula.
5. Procedures by which parents or legal guardians will be notified in advance of and be given the opportunity to opt their children into any instruction, learning materials or presentations regarding sexuality, in courses other than formal sex education curricula.
6. Procedures by which parents or legal guardians may learn about the nature and purpose of clubs and activities that are part of the school curriculum, extracurricular clubs and activities that have been approved by the school.
7. Procedures by which parents or legal guardians may learn about parental rights and responsibilities under the laws of this state.

Access to Information

The Superintendent shall ensure that the District conveys the following information to parents or legal guardians at least annually:

1. a copy of this Policy;
2. information on where to find procedures adopted in accordance with this Policy; and
3. the availability of the educational teaching background and experience in academic content subject areas for all instructional staff.

Delivery of information required by A.R.S. § 15-102 shall be provided to parents/legal guardians either electronically or on a printed form.

Pursuant to A.R.S. §15-160.03, a parent/legal guardian may request the health care credentials of an individual who provides routine health care services to students in a school's health office, including any license, certificate, permit or registration to practice a health care profession. The District is not required to release personally identifiable information about the individual.

A parent/legal guardian may also request information regarding emergency response training District employees are required to complete, including cardiopulmonary resuscitation training.

The Superintendent and principal of each school shall accept written requests for information during regular business hours. All requests from parents or legal guardians for information relating to the procedures and parental rights set forth herein shall be processed within ten (10) calendar days of receiving a written request. A parent or legal guardian who does not receive such information within ten (10) calendar days may submit a request in writing to the Board for consideration at the next regular Board meeting if the request can be properly noticed. Otherwise, the Board shall consider the request at the next Board meeting.

For the purpose of this Policy, standardized testing materials do not constitute "learning materials or activities" subject to procedures regarding inspection and objection.

Adopted:

Legal Authority:

A.R.S. § 1-601

A.R.S. § 1-602

A.R.S. § 15-102

A.R.S. § 15-104

A.R.S. § 15-110

A.R.S. § 15-113

A.R.S. § 15-117

A.R.S. § 15-143

A.R.S. § 15-341

A.R.S. § 15-351

A.R.S. §15-160.03

A.R.S. § 15-730

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## © 1-401.A Procedure - Parent/Legal Guardian Rights in Education – Parental Involvement

The Superintendent shall annually send a survey to parents or legal guardians, teachers, and administrators seeking input regarding parental involvement in educational activities and curriculum and in areas such as homework, attendance, and discipline. The survey shall ask survey participants about their satisfaction with the current plan and provide opportunities for participants to provide specific suggestions. The Superintendent may send the survey to all parents or legal guardians, teachers, and administrators or may use a representative randomly selected sample.

The Parent or Legal Guardian plan required by A.R.S. § 15-102 shall consist of the procedures below (the "Parent or Legal Guardian Plan").

1. *Parent or Legal Guardian satisfaction survey*
    a. The Superintendent shall develop and administer a parent or guardian-teacher satisfaction survey that shall be sent to parents or guardians and teachers annually. The Superintendent shall present the survey to and obtain approval from the Board prior to administering the survey and shall share the results of the survey with the Board promptly upon completion.
2. *Curriculum transparency*
    a. [SEE POLICY 5-207 "CURRICULUM ADOPTION" AND POLICY AND PROCEDURES FOR POLICY 5-208 "AVAILABILITY OF AND ACCESS TO INSTRUCTIONAL MATERIALS AND ACTIVITIES"]
3. *Objections to learning materials*
    a. [SEE POLICY AND PROCEDURES FOR POLICY 5-208 "AVAILABILITY OF AND ACCESS TO INSTRUCTIONAL MATERIALS AND ACTIVITIES"]
4. *Sex education—courses*
    a. [SEE POLICY 5-218 "SEX EDUCATION"]
5. *Sex education—curriculum*
    a. [SEE POLICY 5-218 "SEX EDUCATION"]
6. *Clubs and activities*
    a. [SEE POLICY 5-212 "STUDENT CLUBS AND ACTIVITIES"]
7. *Parental rights and responsibilities*
    a. The District shall prominently post a link to the Arizona Department of Education Parental Rights Handbook on the District's website.
8. *Access to Student Records*
    a. [SEE POLICY AND PROCEDURES FOR POLICY 5-303 "STUDENT RECORDS"]

The District shall keep copies of the following forms and distribute them to parents or guardians upon request:

1. Request to review curriculum and instructional materials.
2. Request to withdraw their student from activities involving Harmful Materials.
3. Permission to participate in sex education.
4. Permission to participate in a mental health screening.
5. Request for a waiver for immunization requirements.
6. Request to withdraw their student from participation in an AIDS education program.
7. Request for information regarding the educational and teaching background and experience of instructional staff.
8. Permission to participate in surveys covered by A.R.S. § 15-117.

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# Chapter 2 - Administration

## © 2-101 Duties of the Superintendent

The Superintendent is the chief administrative officer of the District. The Superintendent shall oversee the day-to-day operations of the District and shall ensure that the District operates in accordance with Governing Board policy and applicable law and regulations.

The Superintendent may develop and enforce procedures to implement Board policy and applicable law and regulations.

The Superintendent is responsible for making recommendations to the Board on matters that will come before the Board for discussion and/or legal action.

The Superintendent shall represent the District in all matters of concern to employee organizations and individual employees.

Pursuant to A.R.S. §§ 15-536.B. and 15-538, the Governing Board delegates to the Superintendent and the Director of Human Resources the authority to issue preliminary notices of inadequacy of classroom performance to certificated teachers without the need for prior approval of the Board.

Pursuant to Arizona Administrative Code Rule R7-2-1007 and Board Policy 3-109, the Board delegates to the Superintendent the authority to procure goods, services or construction in an amount not to exceed $100,000.00 without prior approval of the Board. All procurement shall comply with the State Board of Education's procurement code for school districts (School Procurement Code) and the Uniform System of Financial Accounting.

The Superintendent may assign any employee to any position in the District for which the employee is qualified, but may not reduce or increase an employee's salary or wage without the approval of the Board.

The Superintendent may close any or all schools, buildings, or other facilities as permitted by law.

The Superintendent may designate another individual or individuals to perform or assist in the performance of duties set forth in this Policy or in other Board policies unless applicable law requires that a specific delegation be made only by the Board.

Adopted:

Legal Authority:

A.R.S. § 15-213

A.R.S. § 15-536

A.R.S. § 15-538

A.R.S. § 15-539

A.R.S. § 15-806

Ariz. Admin. Code R7-2-1001 *et seq.*

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## © 2-201 Evaluation of the Superintendent

The Governing Board shall evaluate the Superintendent at least once annually.

Unless otherwise mutually agreed, between July 1 and September 30, the Board, in consultation with the Superintendent, shall adopt standards or goals on which the Superintendent shall be evaluated. Board discussions concerning evaluation standards or goals shall occur in public meeting. These standards or goals may be the same as, or in addition to, the goals upon which the Board evaluates the award of performance pay.

On an annual basis, the Board shall evaluate the Superintendent's performance related to the standards or goals previously set by the Board.

The evaluation shall occur in executive session unless the Superintendent demands that it occur in public meeting.

The evaluation may be in writing or verbal. If written, the evaluation shall reflect the independent assessment of each Board member. If verbal, the minutes of the executive session should accurately reflect the discussions related to each standard or goal that was assessed.

Adopted:

Legal Authority:

A.R.S. § 15-503

A.R.S. § 15-341(39)

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# Chapter 2 - Administration

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The Superintendent may assign any employee to any position in the District for which the employee is qualified, but may not reduce or increase an employee's salary or wage without the approval of the Board.

The Superintendent may close any or all schools, buildings, or other facilities as permitted by law.

The Superintendent may designate another individual or individuals to perform or assist in the performance of duties set forth in this Policy or in other Board policies unless applicable law requires that a specific delegation be made only by the Board.

Adopted:

Legal Authority:

A.R.S. § 15-213

A.R.S. § 15-536

A.R.S. § 15-538

A.R.S. § 15-539

A.R.S. § 15-806

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On an annual basis, the Board shall evaluate the Superintendent's performance related to the standards or goals previously set by the Board.

The evaluation shall occur in executive session unless the Superintendent demands that it occur in public meeting.

The evaluation may be in writing or verbal. If written, the evaluation shall reflect the independent assessment of each Board member. If verbal, the minutes of the executive session should accurately reflect the discussions related to each standard or goal that was assessed.

Adopted:

Legal Authority:

A.R.S. § 15-503

A.R.S. § 15-341(39)

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# 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

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# 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.

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## © 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 shall also submit the budget to the School Finance Budget Team.

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.
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.

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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## 3-101.01 Fund Balance

Introduction

This General Fund Reserve Policy of the Osborn School District has been designed in accordance with guidelines of the Government Finance Officers Association (GFOA) and all applicable laws. Fund balance is an important indicator of the District's financial position. Maintaining reserves is considered a prudent management practice.

Purpose and Goals

The purpose of the General Fund Reserve Policy is to ensure that the District maintains adequate levels of fund balance to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenditures) and to ensure the continuance of sound financial management of public resources.

These amounts are expressed as goals, recognizing that fund balance levels can fluctuate from year to year in the normal course of operations for school districts. This Policy has been developed to meet the following goals:

A. Establish a formal policy on the level of unrestricted fund balance the District will strive to maintain in its General Fund for generally accepted accounting principles (GAAP) and budgetary purposes.

B. Provide guidance on the conditions under which fund balance may be spent and how resources will be directed to replenish fund balance should the fund balance fall below the target level.

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 Chief Officer of Business Services.

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

General Fund

The General Fund accounts for and reports all financial resources of the District except those required to be accounted for and reported in another fund. The District's General Fund for accounting and budgeting purposes may be different from the General Fund for financial statement reporting purposes. These categories are set forth in Governmental Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions.

For accounting and budgeting purposes, the General Fund is described as the Maintenance and Operation (M&O) Fund by Arizona Revised Statutes (A.R.S.) and may be separated into seven programs titled regular education, special education, pupil transportation, desegregation, dropout prevention, joint career and technical education and vocational education center, and kindergarten through grade three (K-3) reading program.

When the District prepares audited financial statements, the General Fund includes the M&O Fund and any other fund used for accounting or budgeting purposes that does not meet the definition of another governmental fund type. The following funds should be included in the General Fund for financial statement reporting purposes:

A. Maintenance and Operation

B. Indirect Costs

C. School Opening

In addition, the District will need to analyze the following funds to determine if they should be included in the General Fund for financial statement reporting purposes: Advertisement, Auxiliary Operations, Condemnation, Employee Insurance Withholdings, Energy and Water Savings, Federal Projects, Gifts and Donations, Insurance Proceeds, Litigation Recovery, School Plant, State Projects, Teacherage, Unemployment Insurance and Unrestricted Capital Outlay.

Order of Use

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended generally will be as follows: restricted fund balance, followed by committed fund balance, assigned fund balance, and lastly, unassigned fund balance. The District administration may alter this order to meet the District's fiscal needs.

Minimum Level

In establishing the minimum unrestricted General Fund balance level, the District has considered the following:

A. Historical volatility of its revenues and expenditures throughout economic cycles;

B. Potential loss of its Maintenance and Operations Override;

C. Exposure to significant one-time outlays;

D. The potential drain upon the General Fund from other funds and the availability of resources in other funds; and

E. The potential impact on the District's credit rating and corresponding increased costs of capital.

The District will strive to maintain at a minimum, an unrestricted GAAP fund balance of seventeen percent (17%) of expenditures in its General Fund. On a budgetary basis, the District will maintain a minimum fund balance of seventeen percent (17%) of Maintenance and Operations expenditures. A minimum reserve level of seventeen percent (17%) of expenditures is more than sufficient to offset a loss of revenues in the event that state spending declines by historic high levels over multiple years or District voters do not reauthorize its M&O override. In the event of delays or deferrals of state and local revenues, the minimum reserve level is more than sufficient to cover two (2) months of payroll expenditures and normal operating costs.

Fund balance reserves above ten percent (10%) percent and below seventeen percent (17%) can be used for one-time expenditures and to stabilize the District normal economic cycles when operating revenues are below the adopted expenditure budget. Use of fund balance reserves below ten percent (10%): The use of fund balance reserves below ten percent (10%) is restricted to responding to a severe economic or other crisis.

The minimum reserve level is not a cap. The District may deem it to be fiscally prudent to keep its unrestricted fund balance at a level above and beyond its policy.

Reserve Replenishment

Any use of fund balance reserves below the seventeen percent (17%) target should be accompanied by a replenishment plan. This is particularly critical when reserves are

below the ten percent (10%). If the General Fund balance falls below the District's policy level, the District will seek to replenish its fund balances within three (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 and there is a defensible rationale).

Annual Review

The Superintendent and/or Chief Operations Officer (COO) will be involved in the annual review of this policy to ensure compliance. The annual review will occur in conjunction with the filing of the District's annual budget or annual financial report (AFR).

Adopted:

Legal Authority:

A.R.S. § 15-341

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

## © 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.*

Uniform System of Financial Records

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## © 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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## © 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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## © 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 (if applicable);
3. properly log off of the banking website when mobile deposits are completed (if applicable);
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.

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## 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 establish controls to safeguard case, including but not limited to:

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 one year" 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.

## © 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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## © 3-103 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. The District may permit certain employee groups to 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

Uniform System of Financial Records

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## © 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.

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## © 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 submitting a request for reimbursement shall include detailed receipts. The total reimbursement will not exceed the allowable daily rates 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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## © 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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## © 3-103.D Procedure - Expenses and Payroll - Credit Card

The District may authorize the use of credit cards. If the District authorizes, it shall comply with the Uniform System of Financial Records (USFR) and statutory requirements regarding use of credit 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. o0utlining 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.

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## © 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. Sunday until midnight Saturday.

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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## © 3-104 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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## © 3-105 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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## © 3-106 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 form 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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## © 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. 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.

Pursuant to 20 U.S.C. § 6321(c), the District shall ensure that, taken as a whole, state and local funds are used to provide comparable services to schools that do not receive federal funding under Title I, Part A of the Elementary and Secondary Education Act (ESEA). The District shall provide written assurance that it has established and implemented an agency-wide salary schedule; a policy to ensure equivalence among schools in teachers, administrators, and other staff; and a policy to ensure equivalence among schools in the provision of curriculum materials and instructional supplies.

The District shall audit its federal grants as required.

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## © 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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## © 3-107 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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## © 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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## © 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 Superintendent or designee 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.

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## © 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;
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.

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## © 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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## © 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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## © 3-108 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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## © 3-109 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 $2,000,000 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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## © 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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## © 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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## © 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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## © 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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## © 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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## © 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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## © 3-202 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.

The Board shall 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 that 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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## © 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.

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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## © 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 ensure each of the following.
    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.
    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.

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## © 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, regardless of whether the threat is directed at any specific District property; and
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; and
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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## © 3-301 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 District administration 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), Summer Food Program, 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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## © 3-301.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 2020–2026 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.

The District shall not serve, sell or allow a third party to sell ultra-processed foods on a school campus during the school day. Ultra-processed foods are defined in A.R.S. § 15-242.01.

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 items dispensed by vending machines. All such foods must meet the nutrition standards published by the USDA.

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## © 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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## © 3-301.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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## © 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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## © 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 Director of Food Services 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.

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## © 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 or staff members 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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## © 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' and
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.

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## © 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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## © 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.

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

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

In conformity with A.R.S. § 15-341(A)(31), the District will develop emergency response 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 and emergency drills for staff and students.

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

If the District receives funds to operate a school safety program pursuant to A.R.S. 15-154, the District shall contract every five years with a school safety assessment provider to conduct a school safety assessment.

The District's emergency response plans, school building blueprints, and floor 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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## © 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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## © 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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## © 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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## © 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 be licensed and 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 the brand name, concentration, rate of application, pesticide label, material safety data sheet, the area or areas where the pesticide is to be applied, and any use restrictions required by the pesticide label. Prior to the application, the applicator shall provide the school contact person with a written preapplication notification containing the following information:

1. the brand name, concentration, rate of application, and any use restrictions required by the label of the herbicide or specific pesticide;
2. the area or areas where the pesticide is to be applied;
3. The date and time the application is to occur; and
4. the pesticide label and the material safety data sheet.

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 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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## © 3-401.G Procedure - Safety and Emergency Management –Training

The District shall train any law enforcement officer employed by the District on how to recognize and effectively interact with students with disabilities. Training is required for officers as defined in A.R.S. § 15-120.05. This training is required whether the officer is employed directly or through an authorized school safety program.

If the District receives funds to operate a school safety program pursuant to A.R.S. § 15-154, the District is required to develop a plan to train school resource officers, juvenile probation officers and school safety officers on the Family Educational Rights and Privacy Act, civil rights, and adolescent mental health issues.

Beginning in June 2026, the District shall require any law enforcement officer or security personnel employed directly or through a third party contractor to complete the training program established by the Arizona Department of Education, in collaboration with the Arizona Peace Officer Standards and Training Board.

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## © 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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## © 3-402 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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## © 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. Pursuant to A.R.S. § 39-121.03, the requesting party must indicate whether the request is for a commercial purpose.

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**s**. This information shall be posted on the District's website. The District shall respond within five (5) business days to acknowledge receipt of a request.

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

1. the documents requested are public records;
2. any authorized grounds exist for denying public inspection; and
3. 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**.**
3. If a copy charge is assessed, the requester will pay in full prior to receiving material.
4. The requesting party may ask the District to mail records that are not available on the District's website after payment in advance for any copying and posting charges.

Public Records Request for a Commercial Purpose

"Commercial purpose" means the use of a public record for the purpose of sale, resale or solicitation as defined in A.R.S. A.R.S § 39-121.03.

Pursuant to A.R.S § 39-121.01 and A.R.S § 39-121.03, a requesting party who requests records for a commercial purpose must provide a statement that explains the intended use.

Upon receipt of a request for records to be used for a commercial purpose, the District may include the following charges:

1. a portion of the cost for obtaining the original or copies of the documents, printouts or photographs;
2. a reasonable fee for the cost of time, materials, equipment and personnel in producing such reproduction; and
3. the value of the reproduction on the commercial market as best determined by the District.

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## © 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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## © 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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## © 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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## © 3-403 Technology

Appropriate Use of Technology

The District may provide technology devices and Internet access to District students and staff. The use of 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.

The District shall restrict student use of District provided and personal wireless communication devices during the school day. Students shall be permitted to use wireless communication devices during the school day only as specifically authorized by the District and in accordance with A.R.S. § 15-120.05.

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 child pornography or visual depictions that are obscene 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 restrict student access to social media platforms other than as authorized by a staff member for approved educational purposes. 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 annually and upon revision 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 and the internet while at school in which covered information may be shared with an operator as defined in A.R.S. § 15-

1046. This does not apply to technology that is used for the daily operations or administration of online instructional programs authorized by law.

Posting Requirements

The District may satisfy any statutory requirement to post, prominently display, make accessible or otherwise include information on its website by making a link to the information available on the District's or the school's home page. The information may be consolidated on a single webpage as permitted by A.R.S. § 15-120.04.

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. § 15-120.05

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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## © 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.

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## © 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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## © 3-404 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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## © 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. Storage Tank:  Not less than $2,000,000 per claim and in the aggregate.

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## © 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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## © 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;
4. to lease for twenty (20) but less than ninety-nine (99) years, as lessor or as lessee, school buildings or grounds; or
5. to change the list of capital projects or the purposes authorized by prior voter approval to issue bonds.

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.

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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## © 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; and
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.

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## © 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 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; and
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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## © 3-502 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.

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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## © 3-503 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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# 4-100 Employment Protocols

## © 4-101 Board Authority to Employ

The Governing Board interested in its personnel as individuals, and it recognizes its responsibility for promoting the general welfare of the staff members.

Only the Governing Board, by official action taken in a properly noticed open meeting, may hire and terminate employees and determine salaries, wages, and benefits.

The Board may non-renew the employment contracts of certificated administrators or certificated psychologists for the ensuing school year prior to April 15.

Pursuant to A.R.S. § 15-536 and A.R.S. § 15-538.01, the Board shall not issue contracts of employment to certificated teachers prior to March 15 if the teacher is a probationary or continuing teacher employed by the District under an existing employment contract.

The Board may non-renew the employment contracts of probationary teachers for a stated reason. If the stated reason is inadequate classroom performance, the District must have provided the teacher an opportunity for improvement as required by law.

The District shall conduct background checks prior to employment of personnel and shall require individuals to maintain fingerprint clearance cards as designated in state law.

Adopted:

Legal Authority:

- A.R.S. § 15-106
- A.R.S. § 15-502
- A.R.S. § 15-503
- A.R.S. § 15-509
- A.R.S. § 15-512
- A.R.S. § 15-534
- A.R.S. § 15-534.04
- A.R.S. § 15-536
- A.R.S. § 15-538.01
- A.R.S. § 15-538 *et seq.*
- A.R.S. § 15-1330

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## 4-100 Employment Protocols

### © 4-101.A Procedure—Board Authority to Employ—Background Check

All applicants for District employment must submit to a background check as required by A.R.S. § 15-512 and A.R.S. § 15-1330.

A. Fingerprint Clearance

The District shall fingerprint all personnel as a condition of employment as required by A.R.S. § 15-512. If required by A.R.S. § 15-106, an employee shall obtain and maintain an Identity Verified Print fingerprint clearance card.

B. Pre-employment Inquiries

Before employment, the schools shall make documented, good faith efforts to contact previous employers of applicants to obtain information relevant to the individual's fitness for employment and ability to perform the essential elements of the job based upon the applicant's skills, experience, training, and education.

C. Criminal Background Disclosure

All individuals who apply for employment with the District must disclose whether the applicant has pled guilty, pled no contest, has been convicted of or is awaiting trial for any of the specific crimes listed in A.R.S. § 15-509. Applicants must disclose any proceeding in another state that is subject to the disclosure requirements of A.R.S. § 15-509.

Personnel required to be fingerprinted or to obtain a fingerprint clearance card shall certify and notarize on forms that are provided by the District whether the individual is awaiting trial for any of the specific crimes listed in A.R.S. § 41-1758.03, subsections B and C or 15-512 (D).

D. Department of Education Educator Information System

The District shall review the Arizona Department of Education's educator information system before employing a certificated staff member or a noncertificated person who works with students. The District shall not employ a certificated person with a suspended, surrendered, or revoked certificate or a non-certificated person who has been prohibited from employment by the State Board of Education.

Pursuant to A.R.S. § 15-534, an applicant for certification who has been disciplined in another jurisdiction shall complete the disciplinary process before that person applies for certification in Arizona. Pursuant to A.R.S. § 15-534.04, a noncertificated person who had been disciplined in another jurisdiction for immoral or unprofessional conduct must successfully complete the disciplinary process before employment by the District.

E. Record Keeping

The District shall document its pre-employment inquiries. The District's pre-employment inquiries shall remain confidential to the extent permitted by law.

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## 4-101.B Procedure—Board Authority to Employ—Arrangements for Substitute Staff Members

Procedure for Requesting a Substitute:

All teachers and educational assistants are responsible for reporting absences and requesting substitutes through the district's Absence Management platform. The platform is available 24 hours a day, seven days a week, including weekends and holidays, and can be accessed online.

Absences should be entered into the Absence Management platform as soon as the need is known, and no later than 6:00 a.m. on the day of the absence to allow adequate time for a substitute to be secured.

The responsibility for securing substitute coverage rests with the district. Employees are responsible for only timely reporting absence in accordance with this procedure. If the absence management platform is unavailable, they should notify their building administrator or building administrative assistant in writing.

Eligibility for Substitute Coverage:

Substitutes may only be requested for teachers and educational assistants who are directly responsible for a classroom of students. Substitute requests are not authorized for staff in full-release teaching roles, instructional coaching positions, or other support staff positions that do not involve direct classroom supervision. Staff who are uncertain whether their position qualifies for substitute coverage should consult their building principal or supervisor prior to submitting a request.

Information Required When Entering an Absence:

When logging an absence in the Absence Management platform, staff must provide the following information:

- Employee name and position;
- School building;
- Grade level and/or subject area;
- Date(s) of absence; and
- Reason for absence (in accordance with applicable leave policies).

Extended Absences (Multiple Days):

If an absence is expected to extend beyond the number of days originally approved, staff must update the absence record in the Absence Management platform and notify the building administrative assistant no later than 2:30 p.m. on the day prior to the anticipated return date so that the substitute may be retained. If a return date becomes known for a previously open-ended absence, staff must similarly notify the building administrative assistant no later than 2:30 p.m. on the day prior to their return so that the substitute may be released.

## 4-101.C Procedure—Board Authority to Employ—Job Sharing for Professional Staff Positions

The District will consider job-sharing proposals from employees who desire such opportunities. Job-sharing assignments shall be filled only by teachers who have jointly requested the opportunity to work together.

Job sharing means that two (2) employees share one (1) full-time position, with each working half (1/2) time.

Each employee receives one-half (1/2) the salary that would be received for full-time work. Benefits and credit for experience will be the same as for half-time employees. Decisions concerning supplemental positions, if any, will be made on an individual basis.

The Superintendent shall consider the following before recommending job-sharing assignments:

- The prior relationship of the partners;
- The division of tasks between the partners;
- Time scheduling;
- Provisions for communication between the partners;
- Provisions for communication between the partners and the rest of the staff;
- Benefits to students;
- Benefits to partners;
- Benefits to the school system;
- Estimated probability of success; and
- Other administrative considerations.

Employees who want to share a job will submit a proposal in accordance with procedures established by the Superintendent. Approval shall require recommendation by the Superintendent and approval by the Governing Board.

An approved sharing arrangement is for a one-year period only. The program shall be evaluated annually to determine whether or not it will be continued for another year. Employees participating in sharing arrangements who wish to return to full-time employment will be considered for available classroom vacancies.

The job-sharing plan specified above is experimental. As such, great flexibility will be maintained in the types of proposals approved and in the individual conditions attached to such approval. Every effort will be made to assure that all teachers involved are accorded equitable treatment.

## 4-101.D Procedure—Board Authority to Employ—Certified Staff Salary Placement Schedule

A. Administrators

The Governing Board will enter into an individual contract with each member of the administrative staff commensurate with the requirements of the position. This contract shall describe the general services to be rendered by the employee in return for financial and other considerations. Additionally, the employee's job description, detailing the more specific performance responsibilities of the contracted position and the mode of evaluating performance, shall be incorporated into the contract by reference. All terms and conditions of contracts with administrative staff members are to conform with the requirements of the Arizona Revised Statutes.

B. Other Certificated Personnel

The salary schedule pertains to personnel holding provisional, basic, or standard certificates at the elementary or secondary levels.

*Initial Placement on Salary Schedule.* New teachers entering the system with prior teaching service, who have met academic and professional qualifications for Arizona State Department of Education certification, will be placed on the salary schedule pursuant to established guidelines.

Verified previous experience recognized for the purpose of placement on the salary schedule is defined as any previous full-time certificated teaching in any public school. For a teacher to receive credit for previous teaching experience, the teacher must furnish the office of the Superintendent full information concerning the previous teaching records. When the experience has been verified, credit will be given by the District.

Days intended for participation in professional association activities are not to be compensated under an employee's contract or other employment agreements. For the purpose of this procedure, *professional association activities* for which compensation is not available do not include in-service training in the certificated employee's assigned area of employment.

C. Substitutes

Pay for substitute teaching will be established by the Board.

D. Advancement on Salary Schedule

Vertical and horizontal advancement on the salary schedule will be in accordance with the salary schedule currently in effect.

The exception shall be for teachers with postbaccalaureate degrees. While no credit will be given at the time of hiring for course work required for certification, when such

course work is part of a master's degree, movement on the salary schedule may exceed one (1) lane per year.

In order to move on the salary schedule an employee must be employed fifty-one percent (51%) or more of the yearly contract days.

E. Other Contract Provisions

Any employee who does not work the full term as set up by salary schedule shall be paid on a prorated basis for the number of days to be worked for the remainder of the school year; this shall include school days taught plus the number of days required for orientation.

For newly hired, critical, and difficult-to-fill certificated personnel positions placed on the teachers' salary schedule, differentials above the stated schedule may be paid.

A teacher who is or has been employed by or teaching at a charter school, and was previously employed by the District, shall receive the benefits, protections, and preferences granted under A.R.S. § 15-187.

## 4-101.E Procedure—Board Authority to Employ—Support Staff Salary Placement Schedule

The salary placement schedule pertains to support personnel and is approved annually by the Governing Board.

A. Initial Placement on Salary Schedule

The initial placement on the salary schedule for all new support staff personnel and for all currently employed personnel selected for another position in the District will be recommended by the Superintendent and approved by the Board at the time of employment. The Superintendent's recommendation will be based on consideration of the candidate's qualifications, relevant job experience, and years of District employment, if applicable.

B. Contracted Support Staff

The Board will enter into an individual contract with each member of the contracted support staff commensurate with the requirements of the position. This contract shall describe the general services to be rendered by the employee in return for financial and other consideration. Additionally, the employee's job description, detailing the more specific performance responsibilities of the contracted position and the mode of evaluating performance, shall be incorporated into the contract by reference. All terms and conditions of contracts with contracted support staff members are to conform with the requirements of the Arizona Revised Statutes.

Contracted support staff members and supervisors shall not be entitled to compensatory time or overtime pay.

C. Salary Advancement

Salary advancements for employees are granted only at the beginning of each fiscal year. Staff members must be hired prior to February 1 to be eligible for salary increases.

## 4-101.F Procedure—Board Authority to Employ—Support Staff Workload

A. Definitions

As used in this procedure:

- *Workweek* for the Osborn School District is Sunday through Saturday.

- *Overtime* is the *time worked in excess of forty (40) hours during the seven-day workweek.* Working more than eight (8) hours in one day is not overtime. Overtimed is earned only on a weekly basis. When overtime is paid, it will be one and one-half (1 1/2) times the employee's regular hourly wage and must be preapproved by the immediate supervisor.

- *Compensatory time* is time off for work performed during a prior workweek. The employee receives one and one-half (1 1/2) hours off for one (1) hour worked over forty (40) hours during a workweek. The earning of compensatory time, and taking compensatory time, must be preapproved by the immediate supervisor.

- *Flex time* is an hour for hour change in an employee's work schedule during the same workweek. To be considered flextime, the end result must be no more than forty (40) hours worked during a workweek. Supervisor approval is needed prior to schedule change.

- *Extra time* occurs when the employee works hours in excess of the employee's weekly work schedule but the total hours are less than forty (40) in that workweek.

- *Hours worked* are hours actually worked during the week. Hours worked does not include hours paid for but not worked. Examples of hours paid for but not worked are holidays, vacation, sick leave, and use of compensatory time.

The normal workweek for nonexempt support staff employees will be no more than forty (40) hours per week.

The normal workweek for certain categories of nonexempt support staff employees may be less than forty (40) hours per week as determined by the administration.

Nonexempt employees shall not work more than the assigned number of hours or forty (40) hours per week unless approval has been granted by the immediate supervisor, who has obtained authorization from the Superintendent for the extra time/overtime. All other cases of overtime must be preapproved by the Superintendent unless it is for safety issues or in cases of emergency.

The workweek for all exempt support staff employees shall be as required.

The normal workweek for nonexempt support staff employees is a consecutive seven-day period (i.e., Sunday - Saturday) except as assigned and recorded in writing on an individual employee basis.

B. Reporting Hours

Nonexempt support staff employees shall accurately report all hours worked using the Automated Timekeeping System or on the time sheets as directed. It is understood that there are rare circumstances when it will not be possible to obtain preapproval for working overtime. However, when this occurs the employee must record the overtime in the Automated Timekeeping System or the time cards on the day of occurrence and immediately notify the supervisor so that flex time may be utilized.

If the work assignment results in the employee needing to work hours in excess of those scheduled, the employee shall immediately advise the supervisor. This is a continuing responsibility for the employee. The employee shall not work hours in excess of those scheduled unless authorized.

C. Compensation

All salaries and wages from an employee's regular assignment are generated from the Automated Timekeeping System. New employees and any employee receiving a new I.D. badge must, in addition to swiping in daily, complete time sheets for two (2) pay periods to assure the Automated Timekeeping System is functioning appropriately.

The District will pay non-exempt employees for hours worked as that term is defined under the Fair Labor Standards Act (FLSA). Employees are required to take scheduled breaks and lunches in alignment with FLSA requirements.

Any hours worked by a nonexempt employee in excess of forty (40) hours per week requires either overtime compensation or compensatory time.

Compensatory time is paid time off work earned at a rate not less than one and one-half (1 1/2) hours for each hour of employment that exceeds forty (40) in the employee's workweek.

An employee who is authorized and/or required to work in excess of forty (40) hours a week agrees that the District may compensate the employee with compensatory time rather than payment, at the rate of time and one-half.

The compensatory time off may be accumulated to a maximum of fifteen (15) hours. This amount may be preserved, subject to the right of the employee's supervisor or the District administration directing the employee to use the compensatory time. The employee may request use of accrued compensatory time off and shall be permitted to use such time off unless it would unduly disrupt the operation of the District.

When an employee accumulates the maximum allowable compensatory time, the employee will be paid for such extra time/overtime. Payment for overtime, if

compensatory time is not possible, shall occur in the next pay period after the overtime is worked.

An employee with accumulated compensatory time at the time of termination of employment with the District shall receive payment at the higher of (1) the average regular rate received by the employee during the last three (3) years of employment with the District or (2) the final regular rate received by the employee. Payment for conversion of compensatory time to overtime shall occur in the pay period in which the conversion occurs.

D. Volunteers

A nonexempt employee shall not volunteer to perform any duty that is within the employee's job description.

E. Overtime Approval

Overtime work requires prior administrative approval (except rentals and alarm calls). Overtime will not be paid without the following:

- Verbal approval followed by a written form requesting administrative approval.
- Employee submission of an accounting of time worked, along with the signature of the supervisor.

Overtime is to be paid at the rate of time and a half (1 1/2), or compensatory time off is given, when the work hours for one (1) week exceed forty (40) hours. It is at the discretion of the administration whether to reimburse the employee with overtime payment or compensatory time off. Any use of compensatory time requires prior administrative approval. The procedures to be followed are:

- Obtain verbal approval, followed by submission of a written form requesting administrative approval.
- Submit absence sheets immediately following the employee's return to work.
- Submit all records to the District office payroll clerk.

An employee will not accumulate more than seventy-five (75) hours of compensatory time per year (July 1 through June 30). Compensatory time is to be taken at a rate of one and one-half (1 1/2) times the number of overtime hours worked.

An employee will be paid for any unused compensatory time upon termination, based on the regular rate of pay (one and one-half [1-1/2] hours for each hour of compensatory time earned).

Compensatory time during any given week may not be combined with hours worked to result in any further accumulation of overtime.

F. Automated Time Clocks

The Automated Time Clocks System is used for all support staff personnel to report hours. This eliminates the need to keep and store records on paper. *All salaries and wages for regular assignments are generated from the system.* All overtime, compensatory time, and flexible work time are included in this system.

Each support staff employee will be issued a "swipe card" and identification number. *Only the individual can check in and out of work.* Checking anyone else into or out of work can result in disciplinary action.

New employees and any employee receiving a new I.D. badge must complete time sheets for two (2) pay periods to assure that the system is working correctly.

Employees must wear the badge at all times while on duty.

Because the Automated Timekeeping System rounds to the nearest quarter hour, clock in no more than seven (7) minutes before start time and no more than seven (7) minutes after the end of your workday.

Individuals must clock in/out for lunch periods.

Individuals forgetting to punch in/out must fill out a missed punch form. Employees shall date, sign, and give the form to the immediate supervisor for signature.

Individuals missing a punch due to absence must complete an Absence Request in the Automated Timekeeping System, which will be reviewed by the immediate supervisor for approval.

Failure to complete a missed punch edit form or an absence report in a timely manner could result in a delay of pay. The Automated Timekeeping System records zero (0) hours for missed punches unless the proper paperwork is submitted.

G. Consequences for Violation

An employee who does not accurately record hours worked, does not timely inform the immediate supervisor of extra hours/overtime worked, or volunteers to perform a job that is within the employee's job description/duties shall be subject to disciplinary action, following the district policy.

A supervisor who fails to monitor a subordinate's work hours in order to assure that hours are accurately recorded by the employee, permits an employee to work extra time/overtime without proper authorization, does not utilize flex time to adjust the employee's work schedule whenever possible, or knowingly permits an employee to volunteer to perform duty that is within the employee's job description/duties will be

subject to disciplinary action, following the District policy. Such actions violate the requirements of the FLSA and its accompanying regulations at 29 U.S.C § 201 et. seq. and 29 C.F.R. Part 553.

## 4-102 Staff Assignments

The Superintendent has authority to assign employees to any position for which the employee is qualified and to assign additional or alternative job duties.

Positions

The Governing Board may approve job descriptions for newly added positions and substantial revisions to existing job descriptions. The Board may add or eliminate positions.

Work Calendars

The Board may approve work calendars for job classifications. Employees are required to attend all duty days as set forth in the employee's assigned work calendar.

Transfer of Certificated Teachers

The Superintendent shall take into consideration the current distribution of certificated teachers across all performance classifications and the needs of students when transferring any certificated teacher to an alternative position.

The Superintendent shall not transfer a continuing teacher designated in the ineffective performance classifications for two consecutive years to an alternative position at another school unless the District has issued a preliminary notice of inadequacy of classroom performance and a performance improvement plan for the teacher and the Board has approved the new assignment as in the best interests of the students in the receiving school. A teacher who continues to be designated in the developing or ineffective performance classifications shall not be permitted to transfer to another school. A teacher shall not be transferred more than once pursuant to this paragraph.

Duties of the Principals and Teachers

The Superintendent shall assign duties to the principals and teachers as necessary for District operations.

Principals shall distribute to students annually and at the time of enrollment all requisite notices, including rules pertaining to the discipline, suspension or expulsion of students.

Teachers shall take and maintain daily classroom attendance. Teachers shall make the decision to promote or retain a pupil in a grade in common school, subject to review by the Board as provided in statute.

Transfers

Professional staff members may apply for transfer or reassignment, whether or not a vacancy exists. Transfers will not be approved during the school year unless the needs of the District dictate such approval.

In the case of vacancies in new or existing positions, first consideration will be given to qualified applicants among current employees. Job openings will be posted for a minimum of five (5) days and will be communicated in writing.

The resolution of any conflicts over the need for a transfer shall be based on what is best for the instructional program, the needs of the students, and the overall needs of the District as defined by the Superintendent.

Adopted:

Legal Authority:

A.R.S. § 15-501

A.R.S. § 15-502

A.R.S. § 15-341

A.R.S. § 15-537

A.R.S. § 15-544

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## 4-102.A Procedure - Staff Assignments – Staffing Allocations and Transfers

Teacher Initiated Transfer

Staff members who desire a change in grade level and/or subject assignment and/or building shall submit a transfer request or interest form to their principal and the human resource department prior to the application deadline for the vacancy. Such a request shall be considered an application for the vacancy.

No transfer request shall be administered in a manner that is arbitrary, capricious, or without basis in fact. The provisions herein listed under "Teacher Initiated Transfers" are subject to the Grievance Procedure.

The District shall continually provide to these teachers a list of known vacancies. The teacher may designate preferred position(s) of transfer.

In the event of a Teacher Initiated Transfer, the District will assist the staff member by moving such large personal items as file cabinets and furniture.

Notice shall be provided to each in-District staff member who applies for a transfer (vacancy) and is not selected for the vacancy. Such notice may be verbal or written and shall advise the staff member as to why they were not selected, and will be provided in a timely manner.

The District will periodically provide principals and other administrators with written reminders that they are to comply with the above agreed-to interview conference/notice in a timely manner. The District will also provide the Association annually with a statistical summary of the number of transfer requests and the number of successful transfers.

No transfer may be made after the first day of instruction of a school year except in emergency situations or when mutually agreed upon by the teacher and the District in the best interests of the students. Other exceptions may be granted by the Superintendent on a case-by-case basis.

District Initiated Transfer

A District-initiated transfer of certificated personnel, including supervisors or administrators who are returning to teacher status, may be made by the District if it is deemed necessary to prevent overstaffing of a building or to prevent disruption of the educational program.

The District will seek volunteers for a District-initiated transfer. If an involuntary transfer becomes necessary, the individuals will be transferred based on the teacher's qualifications meeting the building, program, or department requirements.

In the event of a District-initiated transfer, the District will assume the responsibility for moving teacher materials to the assigned setting. If notification is less than two (2) weeks before the date of transfer, a transferred teacher shall have up to two (2) working days without instructional duties to prepare for the new assignment.

Following are the guidelines for District-initiated transfer:

1. In making District-initiated transfers, the District will consider any previous District-initiated transfer and - other factors being equal - will select the least-recently District-initiated transferred individual for transfer. A teacher who volunteers to become a District-initiated transfer to another school shall be included when considering the least recently transferred individual.

2. Each principal shall provide the District a list of vacant positions along with a description of and the qualifications for each position within the building and/or the number of staff members unassigned.

3. District-initiated transfers shall be provided a list of all known vacancies in the District. If multiple transfer positions are available, District-initiated transfers may designate up to four (4) positions of transfer and the order of preference. The District will offer the teacher one (1) of the four (4) requested positions, considering the best interest of the District, and with input from the receiving principal, the qualifications, skills, and competencies necessary to implement the educational program of the school and for which they have identified a preference. The position will be offered by the Superintendent or the Superintendent's designee.

4. Each District-initiated transfer shall be encouraged to schedule an interview with the principal for the vacant position for which s/he indicates a preference.

5. Should two (2) or more teachers designate the same preferred position(s), the Superintendent or the Superintendent's designee, with input from the receiving principal, shall offer the position consistent with the teacher's qualifications, skills, and competencies necessary to implement the educational program of the school.

6. Teachers without assignments within the District, and whose preferred position(s) of transfer no longer exist, shall be assigned by the Superintendent or designee consistent with policy.

7. A Leave of Absence (LOA) does not start until August of the following year; therefore, a teacher may be assigned to another position within the building or to a different building prior to the effective date of transfer.

Administrative and Supervisory Staff Transfers

Principals, assistant principals, supervisors, and directors wishing to transfer or move from one (1) building or position to another building or position should submit written requests to the Superintendent. All such requests shall be given due consideration, and all transfers and moves will be made on the basis of the following:

1. The best interests of the students and educational programs.
2. The needs of the District.

Such transfers and moves will not necessarily be granted on the basis of seniority.

## 4-103 Employee Evaluations

The Governing Board authorizes staff to conduct evaluations for all employee groups in order to improve the quality of instruction and the strengthen the abilities of the staff.

Certificated Administrator Evaluations

The Governing Board shall adopt an instrument and establish a system to evaluate the performance of certificated administrators that shall result in at least one evaluation of each administrator by the administrator's supervisor or designee each school year. If a new instrument is adopted, the Board shall provide an opportunity for public discussion regarding the evaluation system for certificated administrators. The Board shall evaluate the Superintendent as per Policy 2-201.

Principal Evaluations

The Board shall adopt an instrument and establish a system to evaluate the performance of principals that shall result in at least one evaluation of each principal by the principal's supervisor or designee each school year. The Board shall provide an opportunity for public discussion regarding the evaluation system for principals.

The adopted evaluation instrument shall be designed to improve principal performance and improve student achievement and shall include the use of quantitative data on the academic progress for all students. The quantitative data shall account for between twenty percent (20%) and thirty-three percent (33%) of the evaluation outcomes. The system shall describe the methods used to evaluate principal performance and job effectiveness, including a description of the data to be used and shall describe the evaluation outcomes.

The District shall designate principals in one of four performance classifications, designated as highly effective, effective, developing and ineffective.

Certificated Psychologist Evaluations

The Board shall adopt an instrument and establish a system to evaluate the performance of certificated psychologists that shall result in at least one evaluation of each psychologist by the psychologist's supervisor or designee each school year. The Board shall provide an opportunity for public discussion regarding the evaluation system for certificated psychologists.

Each evaluator shall include recommendations as to areas of improvement in the performance of the certificated school psychologist if the performance of the certificated school psychologist warrants improvement. After transmittal of an observation or evaluation, the evaluator shall confer with the certificated psychologist to make specific recommendations as to areas of improvement in the certificated psychologist's performance.

The evaluator shall provide assistance and opportunities for the certificated psychologist to improve performance and shall follow up with the certificated psychologist after a

reasonable period of time for the purpose of ascertaining whether the certificated psychologist is demonstrating adequate performance.

Certificated Teacher Evaluations

The Board shall adopt an instrument and a system to evaluate the performance of certificated teachers that results in at least two observations (leading to a summative evaluation) of each certificated teacher by a qualified evaluator each school year. The term "qualified evaluator" is as defined in A.R.S. § 15-501. The Board shall involve certificated teachers in the development and periodic evaluation of the teacher performance evaluation system as required by A.R.S. § 15-538.

The adopted evaluation instrument shall be designed to improve teacher performance and improve student achievement and shall include the use of quantitative data on the academic progress for all students. The quantitative data shall account for between twenty percent (20%) and thirty-three percent (33%) of the evaluation outcomes.

Performance Classifications

The District shall designate certificated teachers in one of four performance classifications as follows: highly effective, effective, developing and ineffective. The District shall report the performance classifications to the Arizona Department of Education as required by law.

Results of an annual evaluation of all certificated teachers, issued to the certificated teacher in writing or electronic format within five (5) days after completion.

- Group A Teachers: Teachers with available classroom-level student achievement data that are valid and reliable, aligned to Arizona's academic standards, and appropriate to individual teachers' content areas.

- Group B Teachers: Teachers with limited or no available classroom-level student achievement data that are valid and reliable, aligned to Arizona's academic standards, and appropriate to individual teachers' content areas.

At the end of the school year:

| Performance Classifications | Group A | Group B |
|---|---|---|
| Highly Effective | Annual evaluation score of 4 or higher weighted as follows:<br>● 67% Teacher Performance score<br>● 33% Classroom-level data score | Annual evaluation score of 4 or higher weighted as follows:<br>● 67% Teacher Performance score<br>● 33% School-level data score |

| | | |
|---|---|---|
| Effective | Annual evaluation score of 3.0 to 3.99 weighted as follows:<br>● 67% Teacher Performance score<br>● 33% Classroom-level data score | Annual evaluation score of 3.0 to 3.99 weighted as follows:<br>● 67% Teacher Performance score<br>● 33% School-level data score |
| Developing | Annual evaluation score of 2.5 to 2.99 weighted as follows:<br>● 67% Teacher Performance score<br>● 33% Classroom-level data score | Annual evaluation score of 2.5 to 2.99 weighted as follows:<br>● 67% Teacher Performance score<br>● 33% School-level data score |
| Ineffective | Annual evaluation score below 2.5 weighted as follows:<br>● 67% Teacher Performance score<br>● 33% Classroom-level data score | Annual evaluation score below 2.5 weighted as follows:<br>● 67% Teacher Performance score<br>● 33% School-level data score |

During the school year:

| Lesson's Effectiveness | All Teachers |
|---|---|
| Highly Effective | A Teacher Performance score of 4 or more in the Instructional Domain of the District's observation instrument, OR<br>An overall Teacher Performance score of 4 or more on the District's observation instrument. |
| Effective | A Teacher Performance score of 3.0 - 3.99 in the Instructional Domain of the District's observation instrument, OR<br>An overall Teacher Performance score of 3.0 - 3.99 on the District's observation instrument. |

| | |
|---|---|
| Developing | A Teacher Performance score of 2.5 to 2.99 in the Instructional Domain of the District's observation instrument, OR<br><br>An overall Teacher Performance score of 2.5 to 2.99 on the District's observation instrument. |
| Ineffective | A Teacher Performance score below 2.5 in the Instructional Domain of the District's observation instrument, OR<br><br>An overall Teacher Performance score below 2.5 on the District's observation instrument. |

Incentives/Protections

The Board shall offer the following incentives or protections for certificated teachers:

(a) The District may offer multiyear contracts not to exceed three (3) years to certificated teachers in the highest performance classification. The offer and acceptance of a multiyear contract does not exclude that certificated teacher from the application of Arizona statutes as follows: A.R.S. § 15-538.01, A.R.S. § 15-540, A.R.S. § 15-541 or A.R.S. § 15-549.

(b) The certificated teacher may accept a multiyear contract offer or decline and accept a one (1) year contract.

(c) A certificated teacher in one of the two highest performance classifications who agrees to work at a school that is assigned a letter grade of D or F may receive incentives as adopted by the Board.

(d) The Board may adopt protections for teachers who are assigned to schools that are assigned a letter grade of D or F, which may include allowing a second qualified evaluator to perform an observation or the evaluation of the certificated teacher's classroom performance.

(e) The Board may adopt protections for teachers whose supervising principal has received a classification of ineffective, which may include allowing a second qualified evaluator to perform an observation or the evaluation of the certificated teacher's classroom performance.

Definition of Inadequate Classroom Performance

The Board's definition of inadequate classroom performance for a certificated teacher is as follows:

A. a teacher performance score is below 2.5 in the instructional domain of the District's observations instrument;

B. the teacher is designated in the ineffective classification based upon their overall annual evaluation score; or

C. the teacher is designated in the ineffective classification or developing classification for two (2) consecutive years based upon their overall evaluation score.

A Preliminary Notice of Inadequate Performance may be issued for "A" above and shall be issued for "B" and "C" above.

Evaluation Procedures for Certificated Teacher

The District's performance evaluation system for certificated teachers shall include as follows:

(a) The District shall require qualified evaluators to complete training.

(b) A qualified evaluator shall conduct at least two actual classroom observations of the certificated teacher demonstrating teaching skills in a complete and uninterrupted lesson.

(c) There shall be at least sixty (60) calendar days between the first and last observations.

(d) The District may issue a preliminary notice of inadequate classroom performance based upon the first observation in a school year. The last observation may follow the issuance of a preliminary notice of inadequacy of classroom performance and be used to determine whether the teacher has corrected inadequacies and has demonstrated adequate classroom performance.

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

(f) Within ten (10) business days after each observation, the qualified evaluator shall provide written feedback to the certificated teacher.

(g) Summative annual evaluations shall be in writing or provided in an electronic format to the certificated teacher with a copy or access provided within five (5) calendar days after completion of the evaluation.

(h) The certificated teacher may initiate a written reaction or response to the evaluation, which shall be kept with the evaluation.

(i) The District shall include a plan for the use of quantitative data of student academic progress in evaluations of all certificated teachers. The plan may make distinctions between certificated teachers who provide direct instruction to students and certificated teachers who do not provide direct instruction to students. The plan may include data for multiple school years and may limit the use of data for certificated teachers who have taught for less than two (2) complete school years.

(j) Each evaluation shall include recommendations as to areas of improvement in the performance of the certificated teacher if the performance of the teacher warrants improvement.

(k) After transmittal of an evaluation, the qualified evaluator or designee shall confer with the certificated teacher to make specific recommendations as to areas of improvement in the teacher's performance.

(l) The qualified evaluator or designee shall provide professional development opportunities for the certificated teacher to improve performance and follow up with the teacher after a reasonable period of time for the purpose of ascertaining that the teacher is demonstrating adequate performance.

(m) The Board waives the requirement of a second classroom observation for a continuing teacher whose teaching performance based on the first classroom observation places the teacher in the two highest performance classifications for the current school year, unless the teacher requests a second observation.

Preliminary Notice of Inadequate Classroom Performance and Performance Improvement Plan

The District may issue a preliminary notice of inadequate classroom performance and a corresponding performance improvement plan to any certificated teacher who has demonstrated inadequate classroom performance. The Board delegates responsibility to the Superintendent to issue any preliminary notice of inadequate classroom performance. The Superintendent shall provide notice to the Board of the issuance of a preliminary notice of inadequate classroom performance within ten (10) school days.

Under state law, the District must issue preliminary notices of inadequate classroom performance as follows:

(a) to any certificated teacher who receives a performance classification of ineffective on an annual summative evaluation; or

(b) to any certificated teacher who is in the second consecutive year of receiving a performance classification of developing or ineffective, unless that certificated teacher is in the first or second year of employment with the District or has been reassigned to teach a new subject or grade level for the preceding or current school year.

The certificated teacher shall have forty-five (45) instructional days to improve the teacher's inadequate classroom performance. The improvement plan may provide recommendations regarding needed improvements, opportunities to confer with the qualified evaluator, and suggestions regarding professional development.

<u>Confidentiality</u>

Copies of the observations, summative evaluations and performance classification of a certificated teacher are confidential, do not constitute a public record and shall not be released or shown to any person except as permitted by statute as follows:

(a) to the certificated teacher;

(b) to authorized District officers and employees for all personnel matters regarding employment and contracts and for any hearing that relates to personnel matters;

(c) to school districts and charter schools that inquire about the performance of the teacher for prospective employment purposes; or

(d) for introduction in evidence or discovery in any court action between the Board and the certificated teacher in which either: (1) the competency of the teacher is at issue or (2) the evaluation and performance classification were an exhibit at a hearing, the result of which is challenged.

When the District receives evaluation information about a certificated teacher from another district, the District's human resources department shall use this information solely for employment purposes and shall not release this information to or allow access to this information by any other person, entity, school district or charter school unless permitted by law.

Appeal

If the evaluation of a certificated administrator, certificated psychologist or certificated teacher will be used as criteria for establishing compensation, the employee may appeal an evaluation with which the employee disagrees by filing a notice of appeal with the qualified evaluator performing the evaluation within five (5) calendar days after receipt of the evaluation. The notice shall state why the employee disagrees with the evaluation. The appeal shall be reviewed by the supervisor of the qualified evaluator or designee. The reviewing supervisor may, but is not required, to meet with the employee. The reviewing supervisor shall issue a written decision on appeal within ten (10) calendar days after receipt of the notice of appeal. The decision of the reviewing supervisor shall be final.

Certificated Teacher Appeal

In the event a certificated teacher disagrees with the scores for individual performance on the District observation instrument, the teacher may appeal if there is a discrepancy of two (2) or more points between any of the evaluator's scores for six (6) or more indicators on the Teaching and Learning Standards Rubric (TLSR).

*Informal Level*

Before filing a formal written appeal, the employee must attempt to resolve the matter by one (1) or more informal conferences with their evaluator. The first of these informal conferences must be conducted within five (5) days after the post-conference.

*Formal Level*

*Level I.* Within ten (10) days after the post conference, the teacher must present the appeal in writing to their principal.

- The appeal shall be a clear, concise statement of the specific nature of the discrepancy, full disclosure of evidence of performance, and a statement of expected performance scores.

- The principal shall communicate a decision to the teacher in writing within five (5) days after receiving the appeal.

*Level II.* In the event the teacher is not satisfied with the decision at Level I, the decision may be appealed to the Superintendent within five (5) days after receipt of the decision.

- This appeal shall include a copy of the original appeal along with supporting evidence from both parties, the decision rendered and a clear, concise statement of the reasons for the appeal.

- The Superintendent shall communicate a decision within ten (10) days after receiving the appeal.

- Either the employee or the Superintendent may request a personal conference within the above time limits.

- The Superintendent's decision shall be final and shall be based on careful analysis of the supporting evidence presented by both parties."

Non-Certificated Administrators

The Board may establish a system to evaluate the performance of non-certificated administrators in the District that may result in at least one evaluation of each administrator by the administrator's supervisor or designee each school year.

Support Staff Evaluations

The Board may adopt or establish a system to evaluate the performance of support staff in the District that may result in at least one evaluation of each support staff employee by the employee's supervisor or designee each school year. Employees in the first year of employment may be evaluated ninety (90) days after the first day of work.

Adopted:

Legal Authority:

A.R.S. § 15-241

A.R.S. § 15-341

A.R.S. § 15-501

A.R.S. § 15-503

A.R.S. § 15-536

A.R.S. § 15-537

A.R.S. § 15-538

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## © 4-104 Employee Discipline

The District may exercise its authority to discipline an employee for misconduct that occurs:

- during the course of the employee's work day;
- while the employee is on District property or while participating in school or work related events;
- before or after regular work hours if the employee is engaged in activities on behalf of the District;
- off campus and during nonworking hours, if there is a sufficient relationship between the employee's conduct and the District's legitimate interests; or
- in any other circumstance in which the District can lawfully exert its authority to discipline an employee for misconduct.

Supervising administrators are expected to exercise discretion in determining whether a particular alleged violation merits discipline. Possible consequences for misconduct may include non-disciplinary action and/or disciplinary action.

In general, the District administration will initiate corrective action as progressive discipline. The supervisor maintains discretion to decide what step or combination of steps, up to and including termination, should be used to address the issue(s).

If alleged conduct may also be a violation of Title IX of the Education Amendments of 1972, the District shall also comply with the rights, responsibilities and protections required by that statute and Policy 1-203.

Categories of misconduct are outlined in Policy 4-201.

Non-Disciplinary Actions

Non-disciplinary actions include but are not limited to:

1. informal consultations or counseling;
2. verbal warnings;
3. letters of direction or memoranda containing directives or instructions for future conduct;
4. evaluation procedures or the resulting evaluations;
5. reassignments;
6. administrative leave with pay;
7. non-renewals of employment for the ensuing school year; or
8. civil and/or criminal reporting.

The procedures outlined below do not apply to non-disciplinary actions.

Disciplinary Actions

Disciplinary actions include but are not limited to:

1. letters of reprimand;
2. suspension without pay for up to ten (10) work days;
3. suspension without pay for more than ten (10) work days; or
4. dismissal.

Procedures Regarding the Issuance of Letters of Reprimand/Suspension without Pay for up to Ten Work Days

The following procedures will be followed when a situation arises that may result in the imposition of a letter of reprimand or suspension without pay for up to ten (10) work days:

1. *Notice of charge(s)*. The supervising administrator or a designated District-level administrator will provide the employee with written notice of the charges against the employee. The notice of charges shall be provided within two (2) work days after the administrator learns of the alleged policy violation.
2. *Opportunity to Respond*. The employee will be provided the opportunity to provide a response to the charges. The employee will also be offered the opportunity to provide the administrator with any relevant documents and the names of any witnesses having relevant information.
3. *Complete Investigation*. The administrator will conduct any further investigation that appears necessary to help ensure that the information upon which the proposed disciplinary action is based is complete and accurate.
4. *Decision Regarding Discipline*. The administrator will make a decision regarding what disciplinary action, if any, to impose. The District will strive to issue a decision within ten (10) work days after the issuance of the notice of charges.
5. *Written Notice Regarding Discipline*. If the administrator decides no discipline is warranted, the administrator will provide this information in writing to the employee. If the administrator decides to issue a letter of reprimand or impose a suspension without pay for up to ten (10) work days, the administrator will provide the employee with written notice of the decision. The written notice should contain the following information:
    a. a statement of the disciplinary action being taken;
    b. the factual basis for the disciplinary action;
    c. any special conditions or limitations to be placed upon the employee during the disciplinary period, if any (e.g., requirement to remain off District property during period of suspension);

d. notice that the employee may prepare a written response and that the employee's written response will be attached to the notice of disciplinary action;

e. a statement that the written notice regarding discipline will be placed in the employee's personnel file; and

f. notice of the employee's right to appeal the decision.

6. *Employee's signature on notice of discipline*. The employee will be directed to sign the notice of disciplinary action to affirm receipt of the document. The employee's signature on the notice will not be deemed to signify the employee's agreement with its contents.

7. *Appeal of Discipline*. The employee may appeal the disciplinary decision within five (5) work days of the date of the decision or the right to appeal is waived. The appeal must be submitted to the Superintendent (or designated decision maker), and contain any relevant documents and include the following information (to the extent necessary to support the employee's appeal):

   a. a detailed explanation of what facts, if any, the employee believes the administrator omitted, misunderstood or improperly considered in the decision making process;

   b. a detailed explanation of what conclusions, if any, the employee believes the administrator incorrectly or improperly made based upon the facts at issue (e.g., why the disciplinary action is not warranted or is too harsh);

   c. a detailed explanation of what violations of procedure, or law, if any, the employee feels the administrator committed relative to the investigation of the employee's misconduct or the disciplinary decision; and/or

   d. any other information the employee believes is relevant to the matter.

   If the discipline was imposed by the Superintendent, the employee's appeal will be considered to be a request for reconsideration.

8. *Stay of discipline pending outcome of appeal*. Imposition of the disciplinary action will be postponed pending the outcome of the appeal.

9. *Decision On Appeal*. The Superintendent may make a decision regarding the appeal based upon the written record or may invite the parties to meet for the purpose of presenting additional information, clarification or explanation. The Superintendent's decision is final, unless the Superintendent has affirmed the Superintendent's own decision on appeal. The Superintendent will strive to issue a decision on appeal withing ten (10) work days after receipt.

10. *Appeal to Board*. In the event that the Superintendent imposed the discipline, the employee may then request that the Superintendent submit the appeal to the Governing Board. The Board may choose to consider the appeal itself or may appoint a hearing officer to do so.

11. *Written Decision On Appeal*. The Superintendent or hearing officer will make every effort to provide the parties with a written response to the appeal within fourteen (14) work days from the date the appeal was submitted. If the Board is

considering the appeal, the Board will generally act upon the appeal at the next regularly scheduled Board meeting following submission of the appeal or as soon thereafter as is practicable.

12. *Written Response*. The employee may prepare a written response to the discipline, and such reply, if any, will be appended to the information in the file.

Procedures Regarding a Long Term Suspension (Greater than Ten (10) Work Days)

The District shall provide certificated employees with notice, hearing and appeal procedures if required by state law prior to imposing a suspension without pay for more than ten (10) work days.

The District shall follow the procedures listed above prior to imposing a suspension without pay for more than ten (10) work days for support staff or non-certificated employees.

Procedures for Dismissal

The District shall provide certificated employees with notice, hearing and appeal procedures if required by state law prior to imposing a dismissal.

The District shall follow the procedural requirements outlined in Policy 4-105 regarding the termination of support staff and non-certificated employees.

Adopted:

Legal Authority:

A.R.S. § 15-341

A.R.S. § 15-538.02

A.R.S. § 15-539 *et seq.*

A.R.S. § 15-541

A.R.S. § 15-550

20 U.S.C. § 1681

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## © 4-105 Employee Termination

A. Certificated Employees

The termination of a certificated employee who is under contract for the major portion of the school year is governed by state law, including but not limited to A.R.S. § 15-538.01; A.R.S. § 15-538.02, A.R.S. § 15-539, A.R.S. § 15-541 and A.R.S. § 15-550.

B. Support Staff and Non-Certificated Employees: At-Will Employees

Unless the employee and the Governing Board sign a written agreement to the contrary, support staff and other non-certificated employees are employed at the will of the employee and the Board. This means that support staff and other non-certificated employees may resign without prior notice at any time for any reason or no reason. It also means that support staff and other non-certificated employees may be dismissed by the Board without prior notice at any time for any reason or no reason. No employee shall be dismissed for a legally impermissible reason (including but not limited to protected First Amendment expression, race, color, sex, religion, national origin, or disability).

The Superintendent is authorized to place support staff and other non-certificated employees on administrative leave with pay until the Board decides whether to dismiss the employee.

Nothing in this or any other District policy or document is intended to create any property or contract right to employment for any support staff or other non-certificated employee for any specific period of time. Except as set forth in a written agreement for employment for a specific time period, signed by the employee and the Board, any references in any District document or policy that includes specific time periods (such as "hourly," or "weekly," or "annual") or specific benchmarks are intended to be descriptive only, and do not constitute or evidence any agreement to employ any support staff or other non-certificated employee for such time.

No supervisor or other employee may modify any employee's at-will status, and any attempt to do so is void and of no effect. No employee should rely on any statement made by any person that is contrary to this Policy.

C. Support Staff and Non-Certificated Employees: Term Employees

A "term employee" is a support staff employee or non-certificated employee who is a party to a written employment agreement or contract signed by the employee and the Board that sets forth a specific term of employment ("Term Employee"). The term of a written employment agreement or contract of a Term Employee's employment may not exceed one fiscal year.

A Term Employee may be terminated during the term of the employment agreement for good cause.

If the Superintendent determines that a Term Employee should be terminated during the term of the employment agreement, the Superintendent shall prepare a notice of recommended termination and shall send it to the employee. The notice may be hand-delivered, sent certified or first-class mail, or by electronic means. The notice shall include at least the following:

1. that the Superintendent is recommending that the Term Employee's employment be terminated;
2. a statement of the reasons for the recommendation;
3. that no later than five (5) work days after the date of the notice, the employee may request a meeting with the Superintendent to discuss the recommendation;
4. that no later than five (5) work days after the meeting described above, or ten (10) work days after the date of the notice, whichever is longer, the employee may request a hearing on the recommended termination by submitting a written request to the Superintendent; and
5. if the Term Employee does not request a hearing, that the Superintendent's recommendation for termination shall be placed on a Board agenda and the Board may terminate the Term Employee with no further process.

D. Hearing Process for Term Employees

If the Term Employee requests a hearing, the matter will be assigned to an independent (non-District-employee) hearing officer, appointed by the Board. The hearing officer shall hold the hearing no later than ten (10) work days after the hearing officer is appointed and shall provide the employee at least (5) work days' notice of the hearing date. The hearing shall be recorded.

At the hearing, the District administration bears the burden of proof to show that the Term Employee engaged in conduct that constitutes good cause for termination. The hearing shall be informal, without strict adherence to the rules of evidence. At the hearing, both the Superintendent and the Term Employee may call witnesses, may cross-examine the other's witnesses, and may introduce other relevant evidence. The Superintendent and the Term Employee may be represented by legal counsel. The Term Employee's legal counsel, if any, shall be at the employee's expense. If the Term Employee intends to be represented by legal counsel, the Term Employee must provide notice to the hearing officer and the Superintendent of such representation no less than three (3) work days prior to the date of the hearing.

Within ten (10) work days after the conclusion of the hearing, the hearing officer shall issue a written report to the Board. The report shall include findings of fact, conclusions (if warranted), and a recommendation. At the next available Board meeting, the Board shall consider the hearing officer's report and recommendations. The Board's review shall be based on the record before the hearing officer with no new evidence or argument being permitted.

The review shall occur in executive session unless the Term Employee requests that it occur in public session.

The Board shall either affirm, modify or reject the hearing officer’s recommendation regarding the employee's dismissal. The decision of the Board shall occur in public meeting. The Board's decision is final.

Adopted:

Legal Authority:

A.R.S. § 15-341

A.R.S. § 15-502

A.R.S. § 15-538.01

A.R.S. § 15-538.02

A.R.S. § 15-539 *et seq.*

A.R.S. § 15-541

A.R.S. § 15-550

20 U.S.C. § 1681

A.R.S. § 23-1501

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## © 4-106 Reduction in Force

The Governing Board may eliminate the position of any staff member to effectuate economies in the operation of the District or to improve the efficient administration of the schools or operations of the District. The Board may consider a reduction in force ("RIF") due to budget constraints, funding reductions, and/or reorganization due to program or function changes, modification, elimination, or redirection. The Board shall not use tenure or seniority in determining which certificated teachers are retained.

Procedures

The Superintendent shall submit recommendations to the Board for the elimination of District positions and the corresponding termination of District employees filling the relevant positions.

In determining which employees will be affected by a RIF, the District has discretion to use one or more of the following guidelines:

1. potential to reduce cost through attrition;
2. District educational program needs;
3. possession of qualifications, certifications and endorsements required for positions necessary to meet District educational program needs;
4. overall general experience;
5. completion of job related trainings;
6. past contributions to District educational program needs;
7. employee performance;
8. employee adherence to workplace expectations; and/or
9. other factors relevant to continuity of District operations.

Action/Notification

The Superintendent shall recommend that the Board separate employment with specific individuals due to a proposed RIF by recommending the employee's termination or non-renewal of employment. The employee is entitled to grieve but not appeal the employee's selection for the RIF. Upon Board action, the District shall promptly notify the employee in writing.

Adopted:

Legal Authority:

A.R.S. § 15-502

A.R.S. § 15-544

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## © 4-107 Personnel Records

The District's Human Resources department is responsible for establishment and maintenance of official personnel records for all District employees.

Content

Employees shall complete an oath of office as required by state law. The District shall maintain a copy of the completed oath.

The Superintendent may establish procedures or protocols regarding what information shall be maintained with respect to applicants and initial hires, but shall maintain documentation consistent with federal and state laws.

The District shall maintain a copy of all employment contracts or notices of appointment, reclassification or salary changes, performance related documentation, and any resignation or termination documentation.

Any formal discipline issued shall be maintained in the personnel file. No employee shall have authority to purge discipline records from a personnel file without written approval from the Superintendent.

Prohibited Content

Under no circumstances should personnel files contain non-job-related documents, such as garnishments or immigration records, which shall be kept separately.

Information related to employee grievances, appeals or employee complaints of discrimination or harassment shall be retained separately from the personnel records.

The District shall maintain all confidential benefits records separately from the official personnel records, including but not limited to confidential leave, disability, and medical records.

Access

The District shall limit access to personnel files to authorized users for authorized purposes. The District shall provide access to law enforcement, regulatory agencies or outside individuals as required by law.

District employees shall follow security controls to protect an employee's social security number as required by law. The District shall also limit access to confidential medical files.

The District shall permit an employee or a former employee to inspect the employee's personnel file by appointment during regular business hours. The employee may also authorize the release of the employee's personnel file by written designation.

Adopted:

Legal Authority:

A.R.S. § 15-502

A.R.S. § 15-537

A.R.S. § 23-926

A.R.S. § 38-233

A.R.S. § 44-1373

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## 4-108 Professional Staff Development

The Governing Board recognizes its particular responsibility to provide opportunity for the continual professional growth of its certificated staff. Such opportunities include, within budgetary limitation, special in-service training courses, workshops, school or District visitations, conferences, professional library, and assistance from supervisors and consultants.

In line with such opportunities, the Board encourages educational research by staff members when the conduct of the project does not conflict with the major functions of the schools.

Professional improvement (e.g., courses, workshops, travel) leading to advancement on the salary schedule may require prior approval from the Superintendent.

Course Credit Earned

A letter of intent must be filed by February 1 in order to qualify for advancement on the salary schedule for the next contract. Approved courses successfully completed for advancement on the certificated salary schedule will be applied to the employee's current contract, pursuant to an official transcript being received by the personnel department on or before September 30.

In-Service Training Courses

The Superintendent may establish local in-service training courses for teachers and other certificated employees in the schools, credit for which may be granted for recertification.

Adopted:

Legal Authority:

A.R.S. § 15-342

## 4-108.A Procedure - Professional Staff Development – Standards for Acceptable Credit Approval

Graduate level Education courses require no prior approval. Graduate courses outside the field of education and undergraduate courses require approval of the Director of Curriculum.

Professional growth credit may be accepted for graduate hours earned at an accredited college or university.

Approved graduate courses should be limited to the employee's major/minor area of assignment or the field of education.

Definition of Professional Standards

To be considered for professional growth credit, all college courses outside a degree program must have the following for credit hours:

- *Course time per credit hour.* A minimum of fifteen (15) hours of classroom instruction or equivalent.

- *Course content summary.* The instructor and/or college or university may be requested to provide a course summary that will include the objectives of each class period - any required papers, reports, or projects that require out-of-class preparation.

The following limits and exceptions will apply:

- Only courses that begin after the awarding of a bachelor degree will be allowed for salary credit.

- When a master degree is awarded, any previously approved courses (graduate level and/or District credits) will continue to be allowed for salary credit beyond the master degree, regardless of whether they were earned prior to or following completion of the master degree (assuming that such courses were not considered part of the master degree itself). Approved credits for additional professional training continue to accumulate.

- Credit requested for professional training but not submitted in writing to the Superintendent at the time of application for employment shall not be claimed or granted at a later date.

- Credit approval shall not be given for courses necessary for certification required by the District for initial employment. (If a teacher changes assignment, which requires additional training, such credit hours may be acceptable beyond the original salary placement.)

● Credit shall not be allowed for repeating a course without prior approval by the Superintendent.

● An average grade of *B* or above must be earned in courses taken, in order to apply for credit on the salary schedule. No more than six (6) semester hours of graduate *C* credit shall be allowed in an advancement interval.

● Only one (1) professional growth increment per year may be earned on the salary schedule. The exception shall be for teachers who file for movement on the salary schedule after the February 1 deadline. Those individuals may qualify for two (2) professional growth increments the following year if sufficient coursework has been completed which qualifies the individual for a second professional growth increment and if the declaration of intent form has been submitted by the February 1 deadline.

● While no credit will be given at the time of hiring for course work required for certification for teachers with post baccalaureate degrees, credit will be given when such course work is part of a master degree

● An employee who fails to secure approval for course work prior to its completion will not receive credit for the course during that fiscal year but may resubmit the course credit for movement on the salary schedule for the following fiscal year. The employee shall have one (1) year from the time the course was initially denied credit to resubmit it.

● No more than six (6) semester hours may be allowed for any correspondence credit from an accredited college or university. This is the limit during the entire professional growth process.

● Undergraduate credit may be granted, with prior approval.

● An employee attending class during the hours of employment may not use the credits for a professional growth increment.

● When appropriate or possible, an employee may opt to have the District pay for course work or to receive credits for a professional growth increment.

## 4-109 Professional Staff Schedules and Calendars

A professional working day focuses on responsibility and accessibility of professional staff members to children, staff members, and parents. Professional staff members are expected to be in their respective rooms or work areas as the schedule prescribes so that they may see students, parents, and/or attend to other duties as assigned.

The work day for the instructional staff shall be established by the District. The professional work day is defined as:

A. beginning thirty (30) minutes before the instructional day; and

B. ending thirty (30) minutes after the instructional day.

Teachers may perform duties other than classroom teaching. On early release days, the professional work day is defined by:

Two and one-half (2.5) hours professional development in addition to the professional work day. The schedule will be established at the beginning of the school year to allow for planning for the school and professional staff accordingly. Schools with later instructional day beginning times may conduct professional development before and after the professional day.

Extra duty assignments may be made by the principal. In addition, attendance at local school and District meetings and activities are considered the professional obligations of certificated staff members.

Reasonable deviation from the general guidelines must be upon agreement with the building principal.

Individual school procedures shall be followed for absence during the school day.

Adopted:

Legal Authority:

A.R.S. § 15-342

## 4-110 Post Retirement Employment Option

In an effort to retain highly qualified and experienced personnel and simultaneously reduce employer costs, the District establishes a staff Post-Retirement Employment Option (PREO) for those teachers, administrators, and support staff employees who meet the requirements for Arizona State Retirement System (ASRS) normal retirement.

Neither the PREO nor any of its constituent components are intended, nor should they be construed, to be a "retirement incentive program" as defined in A.R.S. § 38-749.

The employee must provide Human Resources with a letter stating his/her planned retirement date and indicating his/her willingness to be employed with a contract service provider and assigned to the District. The letter must be received by the District at least ninety (90) days before the employee's intended retirement date or for professional staff by March 15th.

Pursuant to A.R.S. § 38-766.01, retiree will not accrue credited service, retirement benefits or long-term disability program benefits.

Qualifications:

Employees must possess the following to qualify to participate:

A. qualify for Arizona State Retirement System (ASRS) normal retirement;

B. have most recent evaluations that fall into the categories of "Highly Effective" or "Effective" based on the District Performance Evaluation tool; and

C. have the recommendation of their supervisor, administrator, and final approval by the Superintendent.

Current District eligible employees who declare retirement and desire to return to work under must notify the District Human Resources Department by submitting a letter indicating the employee's willingness to be employed with a contract service provider and assigned to the District.

Salary

Salaries are determined pursuant to an agreement between the District and the service provider.

Medical Benefits

The District is not responsible for providing health insurance to contracted employees. Health insurance is the responsibility of the contracted employee and the contracted services provider.

The District reserves the right to cancel its agreement with a contracted service provider or the provider's employees at anytime and subject to the District's discretion.

Basis of Employee Contract/Wage Agreement for the Second and Subsequent Years After Retirement

A retiree desiring to return under a contract with the District after completing at least one (year) with a contracted service provider or after having not been an employee of the District for at least one (1) year shall agree to the following:

A. The individual must be a direct hire as an Osborn employee.

B. The retiree must have the recommendation of the employee's principal or immediate supervisor and/or approval of the Superintendent.

C. The retiree will return to the same job category and classification. If the retiree decides to return to a different position in the same job category and classification, the retiree will be required to apply to District postings and interview the same as other applicants.

D. For the second (2nd) and subsequent years, the District will enter into an employment contract/wage agreement.

E. The contract/wage agreement will be a terminal contract for one (1) year.

F. All benefits extended to other employees in the same category and classification will be a part of the contract/ wage agreement (i.e., accrual of leave, vacation when applicable, insurance, et cetera), except that no accrual of leave for "Payout" policies will be allowed.

G. Leave days remaining from employment with a contracted service provider will not be carried forward to an ensuing contract with the District.

Computation of Salary

A retiree returning in the same category and classification for which the retiree is contracted through an independent contractor for the previous year will be placed at eighty percent (80%) of the amount of their base salary when the retirement from the District or the beginning rate for a position with no experience. For a support staff position the employee will be placed at eighty percent (80%) of the amount of their base salary when the retirement from the District or starting at the base rate for that position. Employees will also be eligible for the amount of any raise given to all regular District employees from the immediate past year. Thereafter, any increase in salary will be consistent with the approved salary increase for the retiree's classification not to exceed ninety percent (90%) of the salary amount of their base salary from the year prior to retirement.

Legal Authority:

A.R.S. § 15-342

A.R.S. § 38-766.01

**4-200 Employee Responsibilities**

## 4-201 Employee Code of Conduct

Each District employee is expected to further the District's mission to educate all students and to support their learning potential. The Governing Board has created this Code of Conduct to set expectations for staff conduct.

The Board expects each employee to adhere to the standards set forth below.

While this Code of Conduct provides guidance and District requirements regarding employee conduct, it does not provide a complete listing.

Expectations

Employees shall:

1. Create and maintain appropriate relationships with students, staff, parents and community members that are founded on trust and respect.
2. Maintain appropriate professional boundaries with students at all times.
3. Act in a professional, respectful, fair and dignified manner when interacting with students, parents, co-workers, supervisors and community members.
4. Act with the goal of furthering the growth and welfare of students as the primary objective.
5. Make reasonable efforts to protect students from conditions harmful to learning, health, well-being or safety.
6. Complete job duties with integrity and responsibility.
7. Maintain all requisite certifications, endorsements and a fingerprint clearance card if required for the position.
8. Perform only District work during District working-time.
9. Comply with all requirements as a mandatory reporter and report all crimes or suspected crimes as required by law or as set forth in Policy 4-204.
10. Provide honest, accurate and timely information to supervisors and administrators.
11. Maintain confidentiality with respect to student information and as directed or required by law.
12. Avoid conflicts of interest and acceptance of gifts in violation of procurement responsibilities.
13. Honor all contractual commitments.
14. Protect and secure District property.
15. Account for all funds collected from pupils, parents, or school personnel.

16. Abide by security or administration procedures and copyright restrictions during the administration of a test or assessment.
17. Promote the proper use of all District equipment and materials, including but not limited to District technology.
18. Obtain prior written authorization from the employee's immediate supervisor prior to working any overtime, if the employee is non-exempt.
19. Follow all workplace controls to prevent workplace accident, injury and/or exposure, including following universal precautions when necessary and completing all requisite training.
20. Report to work on time and be prepared for duty.
21. Direct criticism regarding workplace concerns to the relevant District administrator.
22. Use copyrighted materials only for educational purposes and within the generally accepted uses set forth by applicable law.
23. Dress according to professionally accepted standards and as directed.
24. Comply with applicable District policies, procedures, and lawful directives.
25. Comply with applicable federal and state laws, regulations and rules.

Prohibitions

Employees shall not:

1. Discriminate against any student, school employee or visitor based upon race, national origin, religion, sex (Including sexual orientation and gender identity), disability, color, or age or any other protected category.
2. Engage in sexual harassment or harassment on the basis of a protected category.
3. Physically or verbally abuse any individual.
4. Make any sexual advance towards any student or minor, either verbal, written, or physical.
5. Engage in sexual activity, a romantic relationship, or dating of a student or minor.
6. Unlawfully threaten or intimidate any individual by word or conduct.
7. Use profanity or abusive language or gestures.
8. Engage in conduct for the purpose or with the intent of embarrassing or disparaging a student, parent/legal guardian or visitor.
9. Disrupt or assist with the disruption of any District activity.

10. Illegally possess, use, or be under the influence of marijuana, dangerous drugs or narcotic drugs, or other controlled substance.
11. Possess, consume, or be under the influence of alcohol on District property or at school-sponsored activities unless permitted by statute or policy.
12. Possess a weapon on District property without legal authority.
13. Use school equipment to access pornographic, obscene, or illegal materials.
14. Deliberately suppress or distort information or facts relevant to a student's academic progress.
15. Misrepresent or falsify student, classroom, school, or District-level data from the administration of a test or assessment.
16. Retaliate or take reprisal against any individual who files a report regarding gross mismanagement, significant waste of funds, abuse of authority, threats to safety, violations of policy, or regarding other matters as protected by state or federal law.
17. Use the employee's position for improper purpose, including but not limited to, personal gain through political, social, religious, economic, or other influences.
18. Falsify or misrepresent documents, records, or facts related to professional qualifications or educational history or character.
19. Assist in obtaining a professional certification or employment of a person the employee knows to be unqualified to hold a position.
20. Accept gratuities or gifts that influence judgment in the exercise of professional duties.
21. Submit fraudulent requests for reimbursement of expenses or for pay.
22. Be absent without leave or fail to follow District procedures regarding absences.
23. Engage in outside employment that interferes with the employee's assigned job duties, creates a conflict of interest, or results in the unauthorized use of any District facilities or materials.
24. Provide private services for pay or remuneration to a student or the family of a student who is currently in the employee's class or under the employee's direction or control for a District-sponsored activity, or for whom the employee provides professional services through the school. "Services" include, but are not limited to, private instruction of any type, including private tutoring, private academic, music, art, or athletic instruction, or related services as defined in the Individuals with Disabilities Education Act (IDEA).
25. Use District or school facilities for purposes not directly related to the employee's job duties, unless approved in accordance with Policy 3-202.

26. Remove District property from the District without prior authorization of the Superintendent.
27. Join or support organizations that advocate for the overthrow of the government.
28. Use school resources to influence the outcome of an election.
29. Use sectarian or denominational books, teach any sectarian doctrine, or conduct religious exercises in school.
30. Apply for educational grant or other outside funding (including crowd funding) or solicit donations without the prior authorization of the site or department supervisor.
31. Engage in unprofessional conduct or conduct unbecoming to the profession as outlined in Policy 4-201.

Chain of Command

It is recognized that in any organization it is important to observe the chain of command and follow the appropriate channels of communication. Observation of this practice can prevent a variety of problems and assist the employee in solving others.

Employees shall address questions, concerns, or complaints first with their immediate supervisor, then progress up the chain of command to the next relevant administrator as needed.

Use of Physical Force

An employee is permitted to use reasonable and proportionate physical force on a student only to the extent necessary to maintain order or to prevent the physical injury of the student or others. Verbal provocation is typically insufficient justification for the use of physical force.

The use of restraint and seclusion is addressed in Policy 5-406.

Investigation of Alleged Violations

When an employee is alleged to have violated District policy, the supervising administrator or other designee shall conduct an investigation appropriate to the situation to determine if the alleged misconduct occurred, and if so, what remedial or other action should be taken.

Discipline, suspension and dismissal of staff shall be handled in accordance with Board policy and/or state law.

Adopted:

Legal Authority:

A.R.S. § 13-403

A.R.S. § 13-2911

A.R.S. § 13-3102

A.R.S. § 13-3111

A.R.S. § 13-3411

A.R.S. § 13-3620

A.R.S. § 15-153

A.R.S. § 15-341

A.R.S. § 15-342

A.R.S. § 15-501

A.R.S. § 15-501.01

A.R.S. § 15-507

A.R.S. § 15-511

A.R.S. § 15-514

A.R.S. § 15-515

A.R.S. § 15-535

A.R.S. § 38-231

A.R.S. § 38-501 *et seq.*

A.R.S. § 38-532

Ariz. Admin. Code R7-2-1308

## © 4-202 Staff/Student Boundaries

District staff are expected to maintain appropriate boundaries with students consistent with professional, ethical, and legal standards. District staff shall ***not*** engage in any of the following behaviors with a student:

1. Flirtatious communication, including commenting on a student's attractiveness, appearance, or dress.
2. Banter, allusions, jokes, or innuendos of a sexual nature.
3. Inappropriately confiding in a student on a personal and private matter.
4. Except in the case of counselors, inviting a student to confide in a staff member on a personal and private matter.
5. Socializing with a student outside of school or a school activity.
6. Giving or receiving a personal gift.
7. Asking a student to keep a secret.
8. Peer-like language and behavior.
9. Having personal private contact with a student.
10. Being alone with a student behind a closed door or in a confined space.
11. Physical contact that lacks a legitimate educational purpose.
12. Sending a student on a personal errand.
13. Providing tobacco, alcohol, or drugs to a student or failing to report a student's use of such substances.
14. Transporting a student in a private vehicle without administrative approval.
15. Sharing a room with a student on an overnight trip.
16. Visiting a student's home or allowing a student to visit a staff member's home without approval from the student's parent/legal guardian and the staff member's supervisor.
17. Sharing intimate or revealing photos or images or asking a student to share intimate or revealing photos or images.
18. Favoring a student with special treatment or privileges.
19. Addressing a student by a personalized term of endearment or pet name or allowing a student to address a staff member by a personalized term of endearment or pet name.

District staff should only use District approved technologies and programs when communicating electronically with students and/or parents/legal guardians.

Any District staff member that violates this Policy is subject to disciplinary action, including suspension without pay and termination of employment.

Adopted:

Legal Authority:

A.R.S. § 15-341

Ariz. Admin. Code R7-2-1307

Ariz. Admin. Code R7-2-1308

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## Staff/Student Boundaries

### © 4-202.A Procedure - Staff/Student Boundaries - Social Media and Cell Phone Use

All District employees are encouraged to adhere to the Arizona State Board of Education best practices for social media and cellular telephone use between school personnel and students.

Social Media and Cell Phone Use Guidance between School Personnel and Students

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## © 4-203 Student Supervision

District personnel are expected to adequately supervise students in instructional and noninstructional activities. Adequate supervision generally requires that a staff member have a line of sight to a student while at school or participating in a school activity. Exceptions to the line of sight include brief periods when a student is in a bathroom, locker room, passing between classes, sent on a campus errand, or comparable situations. Additionally, no staff member is to share a room with a student on an overnight trip unless specifically authorized in writing by the Superintendent.

Adopted:

Legal Authority:

A.R.S. § 15-341

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## © 4-204 Mandatory Reporting

All school employees and Governing Board members are mandatory reporters under state law.

Child Abuse Reports

Any employee (including substitute teachers) or Board member who reasonably believes that a minor is or has been the victim of physical injury, abuse, child abuse, a reportable offense, or neglect that appears to have been inflicted on the minor by other than accidental means or that is not explained by the available medical history as being accidental in nature or who reasonably believes there has been a denial or deprivation of necessary medical treatment or surgical care or nourishment shall immediately report this information to a peace officer, the Department of Child Safety, or tribal law enforcement as applicable in accordance with this Policy.

Reportable offenses re defined in A.R.S. § 13-3620 and include a reasonable belief that a minor has been the victim of a crime such as sexual offense, sexual assault, molestation, sexual exploitation of children, child sex trafficking, incest, child prostitution, surreptitious recording or viewing of a minor, and unlawful mutilation.

Employee and Board member obligations as mandatory reporters also extend to conduct between students or minors.

Mandatory reporters must report directly to the law enforcement agency with jurisdiction. Reporting to a school resource officer or school safety officer is insufficient. Mandatory reporters do not meet their statutory obligation by reporting to a District supervisor or another District employee. Reports to the Department of Child Safety are sufficient only when the report involves an allegation of abuse or neglect alleged to be inflicted by the minor's parent, legal guardian, or custodian.

Pursuant to A.R.S. § 15-514, District employees and Board members must also file a report with the State Board of Education when the employee or Board member reasonably suspects or receives a reasonable allegation that a certificated or non-certificated District employee or an individual providing services through a third party contractor has engaged in conduct involving minors that would be subject to the reporting requirements set forth above and in state law. The report shall be made in writing as soon as is reasonably practicable, but not later than three (3) business days after the person first suspects or receives an allegation of this conduct.

Reporting of Suspected Crimes or Incidents

District employees must report when the employee has been arrested for or charged with a nonappealable offense as listed in A.R.S. § 41-1758.03.

District employees have specific statutory obligations to report criminal activity on District property or using District equipment, including but not limited to:

1. any suspected crime against a person or property that is a serious offense as defined in A.R.S. § 13-706;
2. any conduct that involves a deadly weapon, dangerous instrument, or serious physical injury, or any conduct that poses a threat of death or serious physical injury to an employee, student, or other person on District property.
3. anyone who possesses, uses, or intends to sell any marijuana, peyote, or dangerous, narcotic or prescription-only drugs in a drug free school zone. A drug free zone is defined as the area within three hundred feet of a school or its accompanying grounds, any public property within one thousand feet of a school or its accompanying grounds, a school bus stop, or on any school bus or bus contracted to transport pupils to any school.

Reports of suspected crimes or incidents shall be made to local law enforcement. Employees shall inform their supervisors when a report has been made.

Mandatory Posting

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

1. in boldfaced type, the telephone number of the centralized intake hotline concerning suspected abuse and neglect of children;
2. instructions to call 911 for emergencies; and
3. directions for accessing the website of the Department of Child Safety for more information on reporting child abuse, child neglect, and the exploitation of children.

Reports to Arizona Department of Education

If the Superintendent reasonably suspects or receives a reasonable allegation that a certificated or non-certificated District employee has committed an unprofessional act that would constitute grounds for dismissal or criminal charges, the Superintendent is required to report that conduct to the State Board of Education. The District must make this report prior to accepting the individual's resignation.

Reports regarding Bullying, Harassment, Intimidation, or Hazing

District employees are responsible for reporting conduct that is considered to be bullying, harassing, intimidating, or hazing. Reports shall be made in conformance with Policy 5-408 or Policy 5-409.

Reports of Injury

District employees are required to report any exposure, accident, or injury that occurs in the course and scope of the performance of their job duties to their supervisor immediately. Employees are required to file requisite documentation of the injury within five (5) days. Failure to do so may preclude a worker's compensation claim.

Reports of Communicable Diseases

District employees are required under administrative regulation to report suspected or confirmed communicable diseases contracted by a student or staff member to the local and state health authorities.

Reports to Parents

The parent or legal guardian of a student has the right be notified promptly if a District employee suspects that a criminal offense has been committed against the child by someone other than a parent, unless the incident has first been reported to law enforcement and notification of the parent would impede a law enforcement or Department of Child Safety investigation.

Training

The District shall conduct training regarding mandatory reporting responsibilities in compliance with A.R.S. § 15-245.

Retaliation Prohibited

A District employee or public officer who has control over personnel decisions shall not take unlawful reprisal or retaliation against an employee because the employee reports, in good faith, information as required by this Policy or state law.

Immunity

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

Adopted:

Legal Authority:

A.R.S. § 1-602

A.R.S. § 8-201

A.R.S. § 13-705

A.R.S. § 13-706

A.R.S. § 13-3411

A.R.S. § 13-3620

A.R.S. § 15-153

A.R.S. § 15-160.01

A.R.S. § 15-341

A.R.S. § 15-514

A.R.S. § 23-905 *et seq.*

A.R.S. § 41-1758.03

A.R.S. § 46-454

Ariz. Admin. Code R7-2-1308

Ariz. Admin. Code R9-6-201 *et seq.*

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## Mandatory Reporting

## © 4-204.A Procedure - Mandatory Reporting - Child Abuse Reporting

All District employees (including substitute teachers) and Board members who reasonably believe that a minor is or has been the victim of child abuse, neglect, sexual abuse or a reportable offense will immediately report to Department of Child Safety (DCS), the appropriate law enforcement agency, or tribal law enforcement.

It is the district's responsibility to communicate the process for mandatory reporting.

A. Filing Reports

The person to whom the disclosure was made or who possesses the reasonable belief regarding a reportable offense should be the person to contact DCS and/or law enforcement. It is insufficient to report abuse to a supervisor; the employee or Board member who receives the information is the mandatory reporter.

If the suspected abuse is believed to have occurred within the family unit, the report should be made to DCS, using the state hotline number 1-888-767-2445 or online at **https://dcs.az.gov/services/suspect-abuse-report-it-now**.

If the report concerns a parent, guardian or custodian of the minor and the allegations constitute criminal conduct (such as sex abuse), the report should be made to both DCS and law enforcement.

If the allegation of suspected abuse is directed at a person who does not have guardianship, custody, or control of the child, the report should be made to law enforcement only.

All reports where a child faces an immediate risk of abuse or neglect must be made immediately by calling 911 or 1-888-767-2445.

In the case of visible injury and imminent threat to the safety of a child, staff should contact local law enforcement or 911, and follow up with a call to DCS to file a report.

For non-emergency reports, employees or Board members can electronically submit reports online at **https://dcs.az.gov/services/suspect-abuse-report-it-now**.

Once the report has been made to DCS or law enforcement, employees or Board members must submit written notification to the principal or supervisor by the next workday.

In making reports to law enforcement, the mandatory reporter must contact the law enforcement agency directly. It is insufficient to report to a school resource officer or a school safety officer.

A written report must be filed with the Arizona Department of Education as soon as practical but no later than three (3) business days after receipt of information that forms the basis for a report if allegation of suspected abuse is directed at a person who is a public school employee, regardless of whether the individual is certificated, non-certificated, or provides services via a third party contractor.

B. Questioning Students

If the child has not spontaneously provided the following information about the alleged abuse, only these exact questions should be asked as needed to complete the information needed by law enforcement or the Department of Child Safety:

(1) What happened?

(2) Who did it?

(3) Where were you when it happened?

(4) When did it happen?

Employees and Board members should document verbatim the questions and the child's statements. Employees and Board members should not allow anyone else to question or examine the student other than law enforcement. Employees and Board members shall not contact a parent/legal guardian or provide information to a parent/legal guardian regarding a DCS report unless otherwise permitted by law. Employees and Board members should NOT make any promises to the child about next steps.

If photos are needed, law enforcement must take those photos. DCS does not take photos as they would not be admissible in a legal proceeding.

If DCS and/or law enforcement come to school to investigate, employees shall request their badge number and maintain a copy. If DCS removes a child from school, they will present a "Notice of Removal." Law enforcement may also remove a student to protective custody. District employees should request that law enforcement provide documentation of removal; if law enforcement does not, the District employee should create a record to document the removal.

Pursuant to A.R.S. § 13-3620 and A.R.S. § 15-514, a student who is alleged to be a potential victim of a mandatory reportable offense may only be interviewed as provided by local county protocol adopted pursuant to A.R.S. § 8-817. This does not prevent a student from voluntarily reporting an allegation that the student is the victim of a mandatory reportable offense to a school resource officer, school safety officer or District employee.

C. Content of Reports

Reports made shall contain, if known:

1. the name, age and gender of the minor and other family members;
2. the names and addresses of the minor, the parents/legal guardians, or the person or persons having custody of such minor, if known;
3. parent's/legal guardian's place of employment;
4. a description of the suspected abuse or neglect;
5. current condition of the minor; and

6. any other information that such person believes might be helpful in establishing the cause of the abuse, child abuse, physical injury or neglect.

Copies of emails received following an online report should be provided to the building principal, supervisor, or their designee. Employees or Board members who are reporting by phone shall obtain the confirmation number and the name of the individual who took the report.

School administrators shall submit all information regarding the mandatory report to the law enforcement agency investigating.

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## © 4-204.B Procedure - Mandatory Reporting - Reporting Suspected Crimes or Incidents

District employees are required to report any suspected crime against a person or property that is a serious offense, involves a deadly weapon or dangerous instrument or that could pose a threat of death or serious injury and any conduct that poses a threat of death or serious physical injury to employees, students or others on school property.

Staff shall immediately report any of the following suspected crimes:

1. any suspected crime involving a deadly weapon or dangerous instrument;
2. any suspected crime involving serious physical injury;
3. any suspected crime posing a threat of death or serious physical injury;
4. arson;
5. armed robbery;
6. burglary;
7. kidnapping; or
8. a dangerous crime against children as defined in A.R.S. § 13-705(R)(1).

Employees shall make such reports to local law enforcement and also immediately report to their supervisor and/or the building administrator.

The District shall notify the parent or legal guardian of each student who is involved in a suspected crime or any conduct that is described above, subject to the requirements of state or federal law. The District shall observe privacy requirements as established under the Family Education Rights and Privacy Act (FERPA) when notifying parents/legal guardians.

A. Documentation

All involved staff shall promptly document the incident in writing and provide their written documentation to their supervisor or the building administrator before leaving for the day, or by the next work day if same day documentation is not viable.

The District shall maintain a record of any persons disciplined for violating this requirement, pursuant to applicable law.

B. Parents and Students

Parents/legal guardians and students are encouraged to immediately report to staff any suspected criminal or unsafe activity on or near campus. The District's policy and this procedure are not intended to discourage anyone from reporting any such matters to local law enforcement as they deem appropriate.

C. Website

The District shall post the policies and procedures pertaining to "Reporting Suspected Crimes or Incidents" on its website.

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## © 4-205 Drug Free/Alcohol Free Workplace

Prohibitions

Employees shall not manufacture, distribute, dispense, be under the influence of, purchase, possess, use, or attempt to purchase or obtain, sell, or transfer any controlled substance, dangerous drug, narcotic drug, precursor chemical, or alcohol in the workplace.

Employees shall not purchase, transfer, or sell in the workplace any drug that is available by prescription only.

Employees shall not be under the influence of a prescription medication, including medical marijuana, even when used in accordance with the prescription if the use of the medication interferes with the safe performance of the employee's job.

No employee, including a cardholder as defined in A.R.S. § 36-2801, may possess or use marijuana on any District property.

Definitions

"Controlled substance" includes any substance defined in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and 21 C.F.R. §§ 1300.11 through 1300.15.

"Dangerous drug" means any substance as defined in A.R.S. § 13-3401(6).

"Narcotic drug" means any substance as defined in A.R.S. § 13-3401(20).

"Precursor chemical" means any substance as defined in A.R.S. § 13-3401(26) and (27).

"Alcohol" means beer, wine, or any distilled spirits as defined in A.R.S. § 4-101.

"Workplace" means the site for the performance of District work, including, but not limited to:

1. any school building or property, whether leased or owned;
2. any District vehicle, whether leased or owned;
3. any school-approved vehicle used to transport students to and from school or school activities;
4. off school property during any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the District; and
5. any property or vehicle, whether or not the property of the District, where an employee is assigned to perform and while performing District duties (for example, when an employee is paid while attending a conference or seminar, or traveling to or from an event while being paid, or attending an off-site hearing).

Exceptions

This Policy does not prohibit the following:

1. Possessing alcohol in an unopened container in a locked, personal motor vehicle as long as the container cannot be viewed from outside the vehicle.
2. The possession or use of prescribed medications by the individual for whom the prescription was written when done in accordance with the prescription, and when the use of the medication does not interfere with the safe performance of the employee's job. An employee who is taking prescribed medications is responsible for consulting with the prescribing health care provider and/or pharmacist to ascertain whether the medication may interfere with the safe performance of the employee's job.

Reporting

As required by the Drug-Free Workplace Act, an employee, as a condition of employment, shall notify the employee's supervisor of a conviction under any criminal drug statute occurring in the workplace. Such notification shall be provided no later than five (5) calendar days after such conviction.

Adopted:

Legal Authority:

A.R.S. § 4-101

A.R.S. § 13-3401

A.R.S. § 13-3401

21 U.S.C. § 812

21 C.F.R. §§ 1300.11 through 1300.15

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## © 4-206 Prohibition of Tobacco Use

Prohibitions

Employees shall not possess or use tobacco products, including but not limited to cigars, cigarettes, chewing tobacco, e-cigarettes, or other nicotine products or any "vaping" device on any school property, including vehicles, or at any school-sponsored event.

Personal Vehicles

Notwithstanding the above, possessing otherwise lawful tobacco or nicotine products or a vaping device in the employee's own personal locked motor vehicle is not prohibited as long as the product or device cannot be seen from outside the vehicle.

Use of tobacco or nicotine products in an employee's personal vehicle while on school property or at any school-sponsored event is prohibited.

Instruction to Students

An employee who instructs students on the dangers of tobacco or nicotine use pursuant to A.R.S. § 15-712 may possess otherwise lawful tobacco or nicotine products or a vaping device necessary for use in the instruction. Such possession must be specifically approved by the principal, or must be specifically permitted by the Board-adopted curriculum related to the instruction. In no event shall the employee transfer tobacco or nicotine products or a vaping device to students or use tobacco or nicotine products or a vaping device during the instruction.

Adopted:

Legal Authority:

A.R.S. § 15-712

A.R.S. § 36-798.03

Ariz. Admin. Code R9-2-104

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## © 4-301 Employee Health and Welfare

The District shall furnish a place of employment reasonably free from known and recognized hazards that cause or are likely to cause death or serious physical harm to an employee.

Accommodations

Upon request of a reasonable accommodation and after an interactive process, an accommodation plan may be developed and implemented pursuant to Section 504 of the Rehabilitation Act and/or the Americans with Disabilities Act.

Communicable Diseases

The District shall exclude an employee who has a communicable disease if the employee presents a direct threat to the health and safety of others in the workplace. The District will follow all applicable legal requirements issued by the Arizona Department of Health Services and any local health department with respect to outbreak control methods.

Immunizations

The District shall require employees to be inoculated against communicable diseases or to possess an exemption as specified in Arizona statute and regulation.

Medical Examination

After an absence of more than three (3) consecutive work days, the District may require that an employee submit a medical provider's written release regarding the employee's ability to return to the employee's job duties and regarding any restrictions or limitations on that employee's return to work.

The Superintendent may require that an applicant or employee submit to an independent medical examination at District expense as a condition of continued employment if the District has job related concerns regarding the employee's ability to perform the essential functions of the employee's position. This may include drug and alcohol testing.

Employee Assistance Program

The District may offer as a benefit of employment an employee assistance program to assist staff in meeting their health and wellness goals.

Adopted:

Legal Authority:

A.R.S. § 15-873

A.R.S. § 23-372 *et seq.*

A.R.S. § 23-403

A.R.S. § 36-621 *et seq.*

A.R.S. § 36-631

A.R.S. § 36-881 *et seq.*

42 U.S.C. §12112

Ariz. Admin. Code R9-5-402

Ariz. Admin. Code R9-6-101 *et seq.*

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## © 4-301.A Procedure - Employee Health and Welfare - Communicable Diseases

A. Reporting

Pursuant to Ariz. Admin. Code R9-6-203, District employees are required to report certain suspected or confirmed communicable disease to local and state health authorities. Employees shall consult with their supervisor to determine if a confirmed communicable disease must be reported within twenty-four (24) hours after a case or suspected case is diagnosed, treated or detected. In all cases, a confirmed communicable disease must be reported within five (5) days after a case or suspect case is diagnosed, treated or detected.

B. Exclusion

The District may exclude a student, employee or visitor who has a communicable disease if that individual presents a direct threat to the health and safety of others in the workplace and that risk cannot be mitigated through reasonable accommodations.

The District may exclude a student, employee or visitor who lacks documentary proof of immunization during a period of a communicable immunization-preventable disease if authorized specifically by state law and/or by the Arizona Department of Health Services or a local health department.

C. Confidentiality

The District shall take precautions to protect the privacy of an employee's medical information.

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## © 4-301.B Procedure - Employee Health and Welfare - Record of Immunization

The District may require an employee to provide a record of immunization as authorized by state statute or regulation.

District employees who work in a District child care facility shall be required to attest to current immunity against measles, rubella, diphtheria, mumps and pertussis as required by Arizona Administrative Code R9-5-402.

Employees shall be permitted to present a record of immunization in the manner prescribed by the Arizona Department of Health Services, including:

1. that the employee received immunization through administration of vaccine(s);
2. a statement by a medical practitioner affirming serological evidence of immunity; and/or
3. documentary evidence of date of birth before a specific date if authorized by regulation.

The District shall be responsible for maintaining records of immunization in a confidential manner.

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## 4-302 Leave

The Governing Board shall permit employees to take a leave of absence as required by federal or state law.

The Board may approve a leave of absence for up to one (1) year in its discretion. The Board shall not approve any leave of absence that extends over one year of time beyond the employee's initial date of absence unless otherwise required by law.

The District shall require employees to use accrued leave for any leave of absence requested as permitted by law. An employee who is absent from work without prior approval is subject to disciplinary action, as is one who was unable to obtain prior approval due to unusual circumstances and such approval is denied upon the employee's return.

An employee will not be deemed absent without prior approval if an emergency prevents the employee from requesting leave. Employees should report any emergency situation to their supervising administrator immediately to avoid being classified as "absent without prior approval."

Family and Medical Leave

The District shall comply with all components of the Family and Medical Leave Act (FMLA). Eligible employees are entitled up to twelve (12) or twenty-six (26) weeks of leave as designated in the FMLA. Any employee seeking to understand rights under FMLA may inquire with the benefits department in Human Resources or may review posted materials.

Paid Parental Leave

The District may grant an eligible employee paid parental leave when the employee takes leave for one (1) or more of the following reasons:

A. The birth of a child or the new placement of a child with the employee for adoption, provided the leave concludes within twelve (12) months beginning on the date of the birth or placement involved.

B. Within these twelve (12) months, paid parental leave is available as long as an employee has a continuing parental role with the child whose birth or placement was the basis for the leave entitlement.

An eligible employee for the purposes of paid parental leave is an employee who, upon the birth or new placement of an adopted child, is an employee of the District, at the commencement of taking paid parental leave:

1. has been employed by the District for at least twelve (12) months during the past three (3) years; and

2. has worked a minimum of one thousand two hundred fifty (1250) hours during the past year (paid leave does not count towards this requirement, with the exception of hours that an employee would have worked but for the employee's military service).

A department head shall not extend paid parental leave to an ineligible employee.

An employee who is initially ineligible for paid parental leave at the time of a qualifying birth or placement of a child may later establish leave eligibility during the twelve (12)-month period following the birth or placement and use paid parental leave during that time period. Generally, this circumstance would apply when an employee becomes eligible upon completing the required twelve (12) months of service and working the minimum of one thousand two hundred fifty (1250) hours. Once eligibility is established and paid parental leave is requested, an employee may use paid parental leave in connection with a qualifying birth or placement within the twelve (12)-month period following the birth or placement.

Leave amounts of paid parental leave are based on full-time employment and shall be pro-rated for part-time employees. Temporary employees do not earn paid parental leave and are not eligible for this program.

An employee may take a maximum of five days (5) of paid parental leave during any rolling twelve (12)-month period, measured backward from the first day of each approved period.

If both spouses are District employees, and both meet eligibility requirements, each spouse may take five days (5) of paid parental leave. Spouses are expected to coordinate leave time through their respective areas and supervisors, and follow the applicable leave policies of their area.

For an employee who is approved for Family and Medical Leave Act (FMLA) and takes paid parental leave, the paid parental leave shall count towards the employee's available FMLA leave entitlement (i.e., the leaves run concurrently).

Employees who request and are approved for and take paid parental leave may use this leave prior to using their own paid annual leave balances or leave without pay.

Employees who need time off work prior to the birth or placement of a new child to attend medical and/or legal appointments may use their annual paid leave balances as appropriate or take leave without pay. This time off is not eligible for paid parental leave and is subject to all the provisions of the type(s) of leave that are used as designated in this Policy that apply to the use of that leave.

Earned Paid Sick Leave

Each employee who does not earn annual leave as outlined below is entitled to accrue one (1) hour of earned paid sick time per thirty (30) hours worked and to use such time for any reason as outlined under Arizona law.

Annual Leave

Each eligible staff member shall accrue annual leave determined by the employee's work schedule. Two (2) days shall be advanced to certified teachers at the end of the first pay period of the school year with the rest accrued on a prorata basis.

| Work Schedule | Annual Leave |
|---|---|
| Twelve (12) months | Twelve (12) days |
| Nine/Ten (9/10) months | Nine (9) days |

A day shall be defined as eight (8) hours for fulltime employees. Employees scheduled for fewer than eight (8) hours, shall have their annual leave advancement and accrual rate prorated based on their scheduled hours per day.

Annual leave may be used for personal illness or injury, family illness or injury, parental obligations, personal business, religious/cultural beliefs, and family bereavement. No more than 4 (four) days of annual leave may be taken consecutively unless otherwise required by law.

Annual leave may not be used on the day before or the day after a holiday for the purpose of extending the holiday or during the first two (2) or last two (2) weeks of school. Exceptions to this policy must be addressed in writing to the Superintendent a minimum of two (2) weeks prior to the leave. The Superintendent will provide a response within two (2) days to the request. Requests for exceptions during designated restricted days not placed two (2) weeks prior will not be approved for pay. Any unapproved leave beyond the restricted period will remain unpaid until the employee returns to work. Emergency cases require a phone call to the Superintendent or the administrator in charge. If annual leave is used on the day before or the day after a holiday, the Superintendent or the administrator in charge may require a physician's excuse when appropriate.

The unused portion of annual leave may be accumulated up to two hundred (200) days. If a staff member does not have any days of accumulated annual leave, a salary deduction of one (1) day will be made for each day of annual leave used unless the staff member is eligible to use an alternative paid leave. The annual leave of any staff member who does not serve a full school year shall be prorated.

Requesting Use of Annual Leave

It shall be the responsibility of the employee to report an absence to his or her immediate supervisor in an accurate and timely manner.

An employee must record the absence on the required electronic system. Staff members requiring a substitute teacher must also request coverage on the required substitute system.

Annual leave will be requested in writing at least three (3) working days in advance to the principal or supervisor except in the case of illness or emergency. The principal or

supervisor may approve annual leave, subject to the needs of the District and the availability of substitutes, as applicable. All absences must be documented using the appropriate reporting system.
The District reserves the right to require written explanation and/or verification by a physician for any absence charged to "illness."

Excessive Use of Annual Leave

Employees who are excessively absent may be subject to disciplinary action:

A. Excessive absence shall be defined as absences during a contract year which exceed the total number of annual leave days which the employee can earn on an annual basis.
B. Excessive absences for hourly employees shall be defined as absences in excess of annual leave days which the employee can earn in an academic year.
C. Supervisors shall inform an employee whose absences are adversely affecting their job performance.
D. Supervisors shall give written notification of possible disciplinary action should an employee's absences continue. The employee shall be given an opportunity to explain the reasons for the absences and to improve their attendance before disciplinary action is initiated.

No Call/No Show Exclusion

This section of the Policy regarding potential disciplinary action does not pertain to employees who are subject to job abandonment disciplinary action.

Payment for Accrued but Unused Annual Leave

A full-time professional or support staff member who has been employed by the District for more than five (5) years will receive, upon separating employment with the District, a tiered reimbursement for up to a maximum of two hundred (200) annual leave days. The tiers will be structured as follows:

A. Tier I -- years 6-10 @ 33.3% substitute daily rate
B. Tier II – years 11-15 @ 33.3% of substitute daily rate
C. Tier III – years 16-20 @ 33.3% of substitute daily rate
D. Tier IV -- years 21+ @ 100% substitute daily rate

A part-time professional staff member who has been employed by the District for more than five (5) years will receive, upon leaving the District, a prorated tiered amount for up to a maximum of two hundred (200) annual leave days. Movement through the tiers is based on the anniversary date of hire or rehire.

Employees nearing retirement may apply to the Superintendent to receive an extended pay out of their accumulated annual leave for a period of up to three (3) years as specified in Procedure 4-302.H.

Certificated and support staff members who have worked five (5) years or fewer may accumulate days but will not be vested as applicable until reaching the sixth (6th) year of continuous employment status.

Vacation Leave

All Twelve (12)-month administrators (both certificated and support staff) earn four (4) weeks of vacation, which shall be taken when school is not in session. If workloads disallow vacations as established, the Superintendent may approve vacation days during the school year.

Nonadministrative support staff employees who work twelve (12) months will earn vacation on the following schedule:

| | |
|---|---|
| One through three years | Ten (10) days |
| Four through six years | Fifteen (15) days |
| Seven years | Twenty (20) days |

Vacation may be accumulated but only a maximum of forty (40) days may be carried forward to the next school year for all employee groups. Scheduling of vacation time is subject to approval by the Superintendent.

Employees who resign or are terminated during the year will receive vacation pay on a prorated basis. Payment shall not exceed twenty (20) days and shall be paid at the employee's daily rate of pay.

Bereavement Leave

An employee may be granted, upon request to the Superintendent, up to five (5) days of leave per year, with pay, to be used in the event of death of an employee's immediate family member. All bereavement leave shall be deducted from the employee's accrued annual and/or sick leave.

Extensions of bereavement leave may be granted upon personal request to the Superintendent. In the absence of any accumulated annual leave, and upon request, the Superintendent may approve an unpaid leave of absence for each day of extended bereavement leave used.

Sabbatical Leave/Leave of Absence

The Board may grant sabbatical leave to certificated teaching and administrative personnel for a maximum of one (1) year in accordance with state law.

Jury Duty

The Board shall grant leave for an employee to respond to a summons for jury duty, participate in the jury selection process or actually serve on a jury.

The District shall pay the employee their regular base salary or wages during leave for jury duty. The employee must reimburse the District for jury duty pay when such payment is made directly to the employee.

Voting

The District shall permit employees to be absent for the purpose of voting at a primary or general election if there are less than three (3) consecutive hours between the opening of the polls and the beginning of the employee's regular workshift or between the end of the employee's regular workshift and the closing of the polls. In that event, the District shall pay for the hours the employee must be absent to vote.

Military Leave

An employee who is a member of the Military Reserve or National Guard shall be entitled to leave of absence without loss of pay, time, or efficiency rating when engaged in field training.

Any employee who voluntarily or involuntarily enters uniformed service in any branch of the Armed Forces of the United States will be placed on a military leave of absence for the duration of the service up to a period of five (5) years. The District will also grant a leave of absence for purposes for training duty or to attend camps, maneuvers, formations, or drills under order with any branch, reserve, or auxiliary of the federal or state armed services. Such leave is unpaid unless the employee uses accrued leave to provide compensation. Employees serving in the armed forces shall have the right to be re-employed by the District as provided under federal law.

Victim Leave

The District shall permit an employee leave to attend a criminal proceeding if the employee is the victim of a crime and is exercising a right to be present at a proceeding as defined in state law. Such leave is unpaid unless the employee uses accrued leave to provide compensation. The District may require the employee to provide documentation as issued by law enforcement.

Medical Leave Assistance Program

The Board authorizes voluntary participation in a medical leave assistance program. The Superintendent is authorized to establish a limited mechanism and parameters regarding the voluntary transfer of accrued earned personal leave to assist eligible employees who have exhausted accrued leave due to a serious incapacitation or extended illnesses. An eligible employee who has depleted all accrued earned sick time, earned annual leave, and vacation leave as a result of their serious illness/injury may ask to receive donations of absence allowance leave from other employees through the medical leave assistance program.

Holidays

Employees shall be entitled to all legal holidays during the school year in conformance with Arizona Revised Statutes. Any other holidays will be as established by the school calendar.

Authority to Grant Leave

The Superintendent has authority to approve a leave of absence for up to twelve (12) weeks. Leaves for more than twelve (12) weeks must be approved by the Board.

Absence without Leave

An employee who fails to request leave, report an absence, and report to work is absent without leave and may be subject to discipline~~, up to and including termination~~. An employee will be deemed to have abandoned the employee's job if the employee fails to report to work and report the absence for three (3) consecutive work days. In no case shall an employee be compensated for hours not worked due to being absent without leave.

Any employee who willfully violated or misused the District's general leave policy or misrepresented any statement or condition will be subject to discipline, which may include reprimand, suspension, and/or dismissal.

Adopted:

Legal Authority:

A.R.S. § 8-420

A.R.S.§ 13-4439

A.R.S. § 15-502

A.R.S. § 15-541

A.R.S. § 15-510

A.R.S. § 16-402

A.R.S. § 21-236

A.R.S. § 23-371 *et seq.*

A.R.S. § 26-168

A.R.S. § 38-610

A.R.S. § 38-745

29 U.S.C. §§ 2601 *et seq.*

38 U.S.C. § 4303

29 C.F.R. § 825.100 *et seq.*

## 4-302.A Procedure - Leave - Family and Medical Leave

The District complies with the Family and Medical Leave Act (FMLA) and will grant up to twelve (12) weeks of leave during a rolling twelve (12) month period to eligible employees or up to twenty-six (26) weeks of military caregiver leave.

A. Definitions

"Academic term" means the school semester, which typically ends near the end of the calendar year and the end of spring each school year.

"Child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older who is "incapable of self-care because of a mental or physical disability" at the time the FMLA leave is to commence.

"Covered active duty" for members of a regular component of the Armed Forces, means duty during deployment of the member with the Armed Forces to a foreign country. For a member of the Reserve components of the Armed Forces, duty means during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation, in accordance with 29 C.F.R. § 825.102.

"Covered service member" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation or therapy, or is in outpatient status or on the temporary disability retired list for a serious injury or illness.

"Instructional employees" are those whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This term includes not only teachers, but also athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. It does not include teacher assistants or aides who do not have as their principal job actual teaching or instructing, auxiliary personnel such as counselors, psychologists, or curriculum specialists, cafeteria workers, maintenance workers, or bus drivers.

"Key employee" is a salaried, FMLA-eligible employee who is among the highest paid ten percent (10%) of all the employees employed by the employer within seventy-five (75) miles of the employee's worksite.

"Next of kin of a covered service member" is the nearest blood relative, other than the covered service member's spouse, parent or child in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as the covered service member’s nearest blood relative for purposes of military caregiver leave under the FMLA.

"Parent" means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. This term does not include parents "in-law."

"Qualifying exigency" includes short-notice deployment, military events and activities, child care and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. This can include conditions with short-term, chronic, long-term or permanent periods of incapacity.

"Serious injury or illness" is one that is incurred by a service member in the line of duty on active duty that may cause the service member to be medically unfit to perform the duties of the service member's office, grade, rank or rating. A serious injury or illness also includes injuries or illnesses that existed before the service member's active duty and that were aggravated by service in the line of duty on active duty.

"Spouse" means a husband or wife as defined or recognized in the state where the individual was married and includes individuals in a common law or same-sex marriage. Spouse also includes a husband or wife in a marriage that was validly entered into outside of the United States, if the marriage could have been entered into in at least one state.

B. Eligibility

To be eligible for leave under this Procedure, employees must meet the following requirements:

1. Have worked at least twelve (12) months for the District;
2. Have worked at least 1,250 hours for the District during the twelve (12) months immediately preceding the date the leave would commence; and
3. Be employed by at a worksite where fifty (50) or more employees are employed by the District within seventy-five (75) miles of that worksite.

C. Reasons for Leave

To qualify as FMLA leave under this Procedure, the leave must be for one of the following reasons:

1. The birth of a child or placement of a child with the employee for adoption or foster care.
2. To care for a spouse, child or parent who has a serious health condition.
3. For a serious health condition that makes the employee unable to perform the essential functions of the employee's job.

4. For any qualifying exigency arising out of the fact that a spouse, child or parent is a military member on covered active duty or on call to covered active duty status.
5. To care for a covered service member with a serious injury or illness.

D. Amount of Leave

An eligible employee may take up to twelve (12) weeks of FMLA leave during any twelve (12) month period. The District will measure the twelve (12) month period as a rolling (12) month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the District will compute the amount of FMLA leave the employee has taken in the last twelve (12) months and subtract it from the twelve (12) weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to twenty-six (26) weeks for the FMLA military caregiver leave during a single twelve (12)-month period. The single twelve (12) month period for military caregiver leave begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established by the District for other FMLA leave reasons.

Eligible spouses who both work for the District may only take a combined total of twelve (12) weeks of leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition. Both may only take a combined total of twenty-six (26) weeks of leave to care for a covered injured or ill service member (if each spouse is a parent, spouse, child or next of kin of the service member).

E. Intermittent Leave or a Reduced Work Schedule

Employees may take FMLA leave in one consecutive block of time, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of twelve (12) workweeks (or twenty-six (26) workweeks to care for an injured or ill service member) in a twelve (12) month period.

The District may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the District and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced-hour schedule. Leave for birth, adoption or foster care of a child must be taken within one (1) year of the birth or placement of the child.

When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the District's operations.

F. Special Rules for Instructional Employees

The District may require instructional employees who request intermittent leave or a reduced leave schedule to take leave of a particular duration or to transfer temporarily to an alternative position as permitted under the FMLA. The District may require an instructional employee who requests leave at the end of an academic term to extend the leave.

Under each of the following conditions, leave for an instructional employee may be required to continue to the end of the academic semester:

● Leave begins more than five (5) weeks before the end of the semester, leave is for at least three (3) weeks, and return to employment would occur during the last three (3) weeks of the semester.

● Leave other than for the employee's serious health condition begins within the last five (5) weeks of the semester, leave is for greater than two (2) weeks duration, and return to employment would occur during the last two (2) weeks of the semester.

● Leave other than for the employee's serious health condition begins within the last three (3) weeks of the semester and leave exceeds five (5) working days.

G. Employee Notice Requirement

All employees requesting FMLA leave must provide verbal or written notice of the need for leave to their supervisor, the department manager or human resources manager.

1. When the need for the leave is foreseeable, the employee must provide the District with at least thirty (30) calendar days' notice.
2. When an employee becomes aware of a need for FMLA leave fewer than thirty (30) days in advance, the employee must provide notice of the need for the leave either the same day the need for leave is discovered or the next business day.
3. When the need for FMLA leave is not foreseeable, the employee must comply with the District's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

Within five (5) business days after the employee has provided this notice, the human resources manager will complete and provide the employee with a notice of eligibility and rights and request a medical certification or other supporting documentation as necessary.

H. Designation of FMLA Leave

Within five (5) business days after the employee has submitted the required certification or other documentation, the human resources manager will complete and provide the employee with a written response to the employee's request for FMLA leave.

I. Employee Status and Benefits During Leave

The District will continue an employee's health benefits during the leave period at the same level and under the same conditions as if the employee was continuously at work.

While on paid leave, the District will continue to make payroll deductions to collect the employee's share of insurance premiums.

While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the accounting department by the 15th day of each month. If the payment is more than thirty (30) calendar days late, the employee's health care coverage may be dropped for the duration of the leave. The District will provide at least fifteen (15) calendar days' notification prior to the employee's loss of coverage.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the District may require the employee to reimburse the District for the amount it paid for the employee's health insurance premium during the leave period.

If the employee contributes to a life insurance or disability plan, the District will continue making payroll deductions while the employee is on paid leave.

If the employee contributes to a life insurance or disability plan and the employee is on unpaid leave, the employee may request continuation of such benefits and pay the employee’s portion of the premiums, or the District may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue required payments, the District will discontinue coverage during the leave. If the District maintains coverage, the District may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

J. Employee Status After Leave

An employee who takes FMLA leave may be asked to provide a fitness for duty clearance from a health care provider. This requirement will be included in the District's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one that is virtually identical in terms of pay, benefits and working conditions. The District may choose to exempt certain key employees from this requirement and not return them to the same or similar position when doing so will cause substantial and grievous economic injury to business operations. Key employees will be given written notice at the time FMLA leave is requested of the employee's status as a key employee.

K. Use of Paid and Unpaid Leave

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all accrued but unused paid leave prior to being eligible for unpaid leave, subject to applicable law and

Board Policy. Personal leave may run concurrently with FMLA leave if the reason for the FMLA leave is covered by the District's established personal leave policy.

Leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that worker's compensation leave qualifies), will be designated as FMLA leave and will run concurrently with FMLA. The employee will be required to substitute all accrued but unused paid leave prior to being eligible for unpaid leave, subject to applicable law and Board Policy. An employee who is taking leave for the adoption or foster care of a child must use all accrued but unused paid leave prior to being eligible for unpaid leave, subject to applicable law and Board policy.

An employee who is using military FMLA leave for a qualifying exigency must use all accrued but unused paid leave prior to being eligible for unpaid leave, subject to applicable law and Board policy, prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also all accrued but unused paid leave prior to being eligible for unpaid leave prior to being eligible for unpaid leave, subject to applicable law and Board policy.

L. Intent to Return to Work from FMLA Leave

The District may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

M. Retaliation Prohibited

No District employee shall interfere with, restrain, or deny the exercise of any right provided under FMLA. Employees may not discriminate against any individual for exercising any rights protected under FMLA.

## © 4-302.B Procedure - Leave - Earned Paid Sick Time

Employees who do not accrue annual leave shall accrue up to forty (40) hours of earned paid sick time ("EPST") per fiscal year.

A. Definition

"Family members" means the employee's spouse or registered domestic partner, children (regardless of age), parents, grandparents, grandchildren and siblings. Family members includes those family relations resulting from adopting, foster care, step-relationships, legal guardianships, domestic partnerships, through marriage or loco parentis status. Family member also includes any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

B. Accrual

EPST is provided to non-regular employees such as substitute teachers, temporary workers and other employees who are not issued a work agreement. EPST will be provided and available for use upon completion of ninety (90) calendar days of employment. EPST is paid at the employee's regular rate of pay. EPST may be used in the smaller of hourly increments or the smallest increment that the District's payroll system uses to account for absences or use of other time. Accrual begins on the date of hire.

Employees accrue EPST of one (1) hour for every thirty (30) hours worked for up to a total of forty (40) hours annually. The District has the option to have the employee accrue the EPST as work is performed or to front load the annual accrual of forty (40) hours after the first ninety (90) days of employment.

A maximum of forty (40) hours of unused EPST will be rolled over into the following year into the employee's general leave bank.

Unused EPST will not be compensated at the time of separation.

Employees who are rehired within nine (9) months of separation will have their prior bank not to exceed forty (40) hours of unused EPST reinstated.

EPST does not count towards the calculation of overtime.

C. Covered Usage

EPST may be used for time off for the following reasons:

1. An employee's mental or physical illness, injury or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care;
2. Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care;

3. Closure of the employee's work location by order of a public official due to a public health emergency or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for oneself or a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or family member's presence in the community may jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease; or
4. Absence necessary due to domestic violence, sexual violence, abuse or stalking, provided the leave is to allow the employee to obtain for the employee or the employee's family member:
    a. Medical attention needed to recover from physical or psychological injury or disability caused by domestic violence, sexual violence, abuse or stalking;
    b. Services from a domestic violence or sexual violence program or victim services organization;
    c. Psychological or other counseling;
    d. Relocation or taking steps to secure an existing home due to the domestic violence, sexual violence, abuse or stalking; or
    e. Legal services, including but not limited to preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence, sexual violence, abuse or stalking.

D. Notice

Employees must provide reasonable advance notice to their supervisors of intent to use EPST. Employees shall provide advance notice by providing notification to their direct supervisor or to the building administrator in the manner required for any absence from work.

If the absence is unforeseeable, employees must contact their supervisor as soon as possible, preferably no later than one (1) hour before an employee's scheduled start time. When possible, the notification should include the expected duration of the absence.

An employee seeking to use or using three (3) or more consecutive workdays of EPST may be required to provide documentation, such as a doctor's note, to verify the need for absence and qualification for EPST. Employees shall not be required to provide any details concerning the health condition or domestic violence incident for the employee or the family member.

E. Record Keeping

The District will maintain records of hours worked, wages paid, and EPST paid for four (4) years.

F. Discrimination and Retaliation Prohibited

The District prohibits any discrimination or retaliation against an employee for lawful exercise of EPST rights. Employees shall not be disciplined for the lawful use of EPST, but once EPST has been exhausted, the District shall follow its typical protocol for any absence without leave.

Any employee has the right to file a complaint with the Industrial Commission of Arizona if EPST as required by statute is denied by the District or the staff member is subjected to retaliation for requesting or taking EPST.

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## © 4-302.C Procedure - Leave - Military Leave

An employee who is a member of the Military Reserve or National Guard shall be entitled to leave of absence without loss of pay, time, or efficiency rating when engaged in field training.

Any member of a federal or state uniformed service branch may request a military leave of absence for the duration of the service up to a period of five (5) years.

When an employee receives notice of a need to report for military duty, the employee must notify the employee's supervisor and provide any orders issued.

Under the Uniformed Services Employment Reemployment Rights Act (USERRA), any individual who leaves a District position to enter active duty in the Armed Forces, voluntarily or involuntarily, is entitled to return to the employee's job after discharge or release from active duty if the employee meets the following eligibility criteria:

1. The employee holds an other than "temporary" job with the District. However, the job need not be classified as regular or benefits eligible.
2. The employee leaves the District job for the purpose of going on active duty and gave the District notice of military duty.
3. The employee does not remain on active duty longer than five (5) years, with certain exceptions as outlined by USERRA.
4. The employee is discharged or released from active duty under honorable conditions.
5. The employee applies for reemployment with the District according to the following schedule:
    a. If the duration of service is less than thirty-one (31) days: Within the first full regularly scheduled work period on the first full working day following completion of the period of military service that starts at least eight hours after the person has been safely transported from the place of military service to the individual's residence;
    b. If the duration of the service is more than thirty (30) calendar days but less than one-hundred and eighty-one (181) calendar days: Within fourteen (14) calendar days after the completion of the period of the military service; or
    c. If the duration of the service is more than one hundred and eighty (180) days: Within ninety (90) calendar days after the unconditional release from military service.

The District will return the employee to work in a status as required under federal law. Employees shall be entitled to return to their existing position if their service is less than ninety-one (91) calendar days. If the period of service exceeds ninety (90) calendar

days, the District shall return the employee to the same or like position without loss of benefits or rate of pay.

If a disability has incurred in, or was aggravated during, military service, the District will make reasonable efforts to accommodate the disability under the provisions of USERRA and the Americans with Disabilities Act.

An employee who is called up to active military duty may be eligible to receive up to sixty (60) months of service credit through the Arizona State Retirement System for the period of military call-up. (A.R.S. § 38-745.) The employer must pay both the employee and employer contributions if the employee returns to employment within a required timeframe after an honorable discharge or is hospitalized, becomes disabled, or dies while in service. The District is required to submit contributions based on the compensation the employee would have earned, along with any raises the employee would have received, during the period of the call-up had the employee not been called to active duty.

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## © 4-302.D Procedure - Leave - Bereavement Leave

All employees are eligible for up to five (5) work days of bereavement leave with pay per year for the death of an immediate family. This bereavement leave will be deducted from the respected employee's annual and/or sick leave totals.

For the purpose of this policy, immediate family is defined as follows~~:~~

Immediate family may include individuals with whom the employee has a significant personal relationship equivalent to a family relationship.

Extensions of bereavement leave may be granted upon personal request to the Superintendent. If approved, all such extensions of bereavement leave shall be deducted from the employee's earned annual leave, undesignated leave and/or vacation leave. In the absence of any accrued leave, and upon request, the Superintendent may approve an unpaid leave of absence for each work day of extended bereavement leave used requested.

Employees may be required to provide verification for bereavement leave.

## 4-302.E Procedure - Leave – Medical Leave Assistance Program

The District recognizes that unexpected, non-job-related circumstances may exhaust accrued annual leave of employees. To provide some measure of relief in such situations, a limited mechanism based upon voluntary donation of accrued annual leave is established.

The Superintendent will establish appropriate guidelines for the operation of this program.

A. Annual Leave Assistance Program

An employee who has depleted all accumulated annual leave may ask to receive donations of annual leave from other employees for personal illness/injury, family illness/injury, maternity or bereavement.

For purposes of the voluntary leave donation, family shall include: spouse, children, parents, grandparents, grandchildren, brothers and sisters; spouse's brothers and sisters, father and mother-in-law, and sons and daughters

To receive donations of annual leave for personal illness/injury, family illness/injury, or maternity, the employee must apply for FMLA (if eligible).

The request shall be made through the following procedure:

- The employee shall complete an "Annual Leave Assistance Request Form" and submit it to the Superintendent.

- If indicated by the employee on the "Annual Leave Assistance Request Form," the Superintendent or designee shall post in appropriate locations throughout the District the annual leave assistance program informational notice.

- Any employee wanting to make a donation must designate the donation in the name of the employee to receive the donation on a "Annual Leave Donation Form" obtained from the personnel office. Donated days will be used only after an employee has exhausted accrued annual leave and until disability leave takes effect.

- A record will be maintained indicating the date and time the donor employee days were submitted to the payroll office.

- Donated hours/days will remain with the donor until needed, and transferred in the order in which they were submitted to payroll. No donated hours/days in excess of time needed will be utilized.

B. Limitations on Donation

The employee to receive the donation must be an active employee.

The employee must make any donation voluntarily.

Donated hours will be paid out at the lesser amount of either the donor or recipients' wage.

C. Limitation on Eligibility

Employees that have been approved for a leave of absence pursuant to Policy 4-302 may not receive or be paid for donated annual leave hours (effective the date of leave-of-absence [LOA] approval).

No employee shall be eligible for the medical leave assistance program after having qualified for disability coverage.

D. Confidentiality

Information regarding a donation shall be considered confidential and shall be communicated by District employees only on a need-to-know basis. An employee will have the option of donating annual leave without the receiving employee being knowledgeable of the donor's name.

## 4-302.F Procedure - Leave – Paid Parental Leave

A. Definitions

"New placement" means that the child is new to the household of the employee. It excludes the adoption of a stepchild or a foster child who has already been a member of the employee's household and has an existing parent-child relationship with an adopting parent.

"Supporting documentation" means written documentation from a medical or legal authority justifying the need for the leaves provided under this policy. "Supporting documentation" is separate from the Certification of Healthcare Provider (CHCP) that is required for Family Medical Leave Act (FMLA) leave, although a CHCP submitted for FMLA leave may serve as supporting documentation for the purposes of this policy. Other, appropriate documentation may include, but is not limited to, a birth certificate or a document from an adoption or foster care agency regarding the placement.

B. Employee Responsibilities

When it is feasible, an employee is required to give the District thirty (30) days' notice in the event of a foreseeable parental leave and provide supporting documentation as requested by the District.

An employee requesting paid parental leave shall, when practicable, agree in writing to continue employment with the District for at least twelve (12) weeks past the completion of the leave timeframe. This twelve (12)-week work obligation begins on the employee's first scheduled workday after such paid parental leave concludes and is a twelve (12)-week obligation regardless of the amount of leave used by an employee. When the paid parental leave is taken intermittently, an employee must work a minimum of twelve (12) weeks total during the twelve (12)-month leave period.

C. Approvals

Paid parental leave approvals may be based on the District's operational requirements to meet the District's mission as determined by the Department director or Superintendent.

After consultation with the employee, the District may defer paid parental leave for an otherwise eligible employee based on operational requirements to meet the District's mission and as determined by the department Director. The District may allow the employee to defer the use of paid parental leave for up to six (6) months depending on the operational circumstances.

A department head may waive the work obligation if an employee is unable to return to work because of the continuation, recurrence, or onset of a serious health condition (including mental health) of the employee or the newly born/placed child—but only if the condition is related to the applicable birth or placement. If the employee is unable to return to work due to other circumstances, the return-to-work date and twelve (12)-week obligation may be postponed until the employee is able to return to work.

If an employee fails to return to work for the required twelve (12) weeks, the District may, after consultation with the Human Resources Director or designee, recover from the employee an amount equal to the total amount of contributions paid by the District on behalf of the employee to maintain the employee's health insurance coverage during the period of paid parental leave and for the hours of paid parental leave granted to the employee. This reimbursement provision may not be applied if the employee is unable to return to work based on the conditions that qualify for waiver described in the preceding paragraph. Also, this provision may not be applied if the employee fails to meet the twelve (12)-week work obligation for any other circumstance beyond the employee's control.

## 4-302.G Procedure - Leave – Paid Holidays

Employees are eligible to receive the following paid holidays, per their scheduled work calendars:

| Twelve (12) Month Employees | Nine (9) and Ten (10) Month Employees |
|---|---|
| Labor Day | Labor Day |
| Indigenous Peoples Day | Indigenous Peoples Day |
| Veterans Day | Veterans Day |
| Thanksgiving (Thurs./Fri.) | Thanksgiving (Thurs./Fri. |
| Christmas Eve Day | Christmas Eve Day |
| Christmas Day | Christmas Day |
| Winter Break floating day | |
| New Year's Day | New Year's Day |
| Martin Luther King Day | Martin Luther King Day |
| Presidents' Day | Presidents' Day |
| Spring Break floating day | |
| Board-declared holiday | Board-declared holiday |
| Memorial Day | Memorial Day |
| Juneteenth | |
| Fourth of July | |

Twelve (12) month employees will be given one (1) additional day during winter break and one (1) additional day at spring break. If the workload on either given holiday is extremely heavy or in a crisis situation, the supervisors can authorize support staff employees to take their days during the week before or the week after the holiday. These granted days cannot be "saved" - they must be used or they will be lost. Advance notification of Christmas days will be given prior to October 1. Spring break notification will be given prior to February 1.

## 4-302.H Procedure - Leave – Extended Paid Leave Upon Retirement

An eligible employee who has reached the retirement date in accord with the Arizona State Retirement System and who retires in accord with such systems guidelines may petition the Superintendent for an extended payout of annual leave. A written application must be submitted to the Superintendent's office by March 15, indicating the employee's intent to retire and requesting an extended payout of their annual leave beginning with their first pay of the following year. This application may be made no more than three (3) years prior to retirement with less than three (3) years also acceptable. The following are guidelines relating to this benefit:

A. The annual leave days to be paid out shall be based on the number of available annual leave days as of June 30 of the year that the intent is filed, not to exceed two hundred (200).

B. Twenty (20) days of annual leave shall be held in reserve. This amount will be paid, if still available, at the time of final payout. This means that an annual leave balance on June 30 of two hundred (200) days would qualify for one hundred eighty (180) days of extended payout.

C. The employee shall continue to earn annual leave days in accordance with Policy 4-302 after declaration but the ultimate total payout shall not exceed two hundred (200) days.

D. The payout amount per day shall be per current policy in effect at the time of declaration with any increases that might occur prior to the completion of the payout granted to the employee for the balance of their payout (the increase shall only apply to future payout amounts).

E. The number of payout days shall be divided equally by (1) the number of years before retirement, then (2) the number of pays in each year.

F. Declaration is irrevocable unless special circumstances arise in which case the employee may petition the Superintendent for special consideration. If approved, the days already paid shall be deducted from the two hundred (200) day total. Under no circumstances shall an employee's final payout exceed two hundred (200) days.

G. The employee may elect a payroll deduction into a Tax Sheltered Annuity (TSA).

## 4-400 Workplace Protections

## © 4-401 Discrimination Complaints

Employees may file complaints alleging workplace discrimination or harassment based upon a protected class category pursuant to the following Governing Board policies:

Policy 1-202: Equal Employment Opportunity and Non-Discrimination

Policy 1-203: Equal Opportunity - Prohibited Sex Discrimination (Title IX)

Adopted:

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## © 4-402 Employee Grievances

Definitions

"Grievant" means an individual who currently is employed by the District on a full-time or part-time basis who files a grievance pursuant to this Policy.

"Grievance" means a complaint by a Grievant alleging that a supervisor or administrator has violated, misinterpreted, or misapplied a Governing Board policy or procedure related to compensation, benefits or terms and conditions of employment. The alleged violation of Board policy or procedure must personally, directly and negatively affect the Grievant. Multiple employees may not pursue a group grievance. Matters specified below are specifically excluded and not grievable.

"Immediate supervisor" means the individual who is responsible for evaluating the Grievant.

Excluded Matters

The term "Grievance" does not include:

1. any matter for which the method of review or appeal is prescribed by law or other District policy;
2. any matter relating to any policy or procedure contained in Chapter 5 of the Board policies (Students);
3. any matter related to letters or memoranda of direction or counseling.
4. any matter related to employee discipline, non-renewal, or dismissal; or
5. any matter related to performance evaluations or improvement plans.

Procedure for Filing and Processing Grievances

A Grievance must be initiated within fifteen (15) work days of the date the Grievant knew or should have known of the violation, misinterpretation or misapplication of the policy or procedure that is the basis for the Grievance.

Informal Level

The Grievant shall initiate the Grievance by requesting an informal conference with the individual alleged to have violated, misinterpreted or misapplied the policy or procedure that directly and negatively affected the Grievant. In some cases, this will be the Grievant's immediate supervisor. In other cases, it will be a building administrator or a District-level administrator.

If the individual with whom the Grievance is initiated is not a building administrator or a District-level administrator, the individual with whom the Grievance is initiated shall report the initiation of the Grievance to the Superintendent.

The Grievant should initiate the Grievance by means of a written request for the informal conference and shall specify that the request is to initiate a Grievance at the Informal Level.

The supervisor or administrator with whom the Grievance is initiated shall confer with the Grievant within ten (10) work days of receiving the request for the informal conference and shall provide the Grievant with a written decision regarding the Grievance within ten (10) work days following the conference.

Formal Level I

If the Grievant is dissatisfied with the written decision at the Informal Level, the Grievant may file a Formal Level I Grievance within five (5) work days of receiving the written response.

The Grievant also may file a Formal Level I Grievance if the supervisor or administrator with whom the Grievance was initiated either refuses to meet with the Grievant or fails to issue a written decision within (10) work days following the meeting. In such cases, the Level I Grievance must be filed within twenty-five (25) work days after the Grievant initiated the Grievance at the Informal Level.

The Level I Grievance shall be filed with the supervisor or administrator with whom the Grievance was initiated at the Informal Level.

The Level I Grievance shall be dated and signed by the Grievant. It must include at least the following:

1. the name and position of the supervisor or administrator with whom the Grievance was initiated;
2. a statement of the facts giving rise to the Grievance;
3. a designation of the policy(ies) or procedure(s) that were allegedly violated, misinterpreted or misapplied;
4. a statement of the Grievant's position as to how the policy(ies) or procedure(s) were violated, misinterpreted or misapplied;
5. the date the Grievant knew or should have known that the policy(ies) and/or procedure(s) were violated, misinterpreted, or misapplied and an explanation of how the Grievant learned that the policy(ies)/procedure(s) were violated, misinterpreted, or misapplied; and
6. The specific remedy(ies) or solution(s) sought by the Grievant.

Within ten (10) work days after receiving the Level I Grievance, the supervisor or administrator shall issue a written decision to the Grievant.

Formal Level II

If the Grievant is dissatisfied with the written decision at Level I, the Grievant may file a Formal Level II Grievance within five (5) work days of receiving the written response.

The Level II Grievance shall be filed with the supervisor of the person with whom the Grievance was initiated. A copy of the Formal Level II Grievance shall also be submitted to the Superintendent. The Superintendent shall decide whether the Level II Grievance shall be processed by the supervisor with whom the Level II Grievance was filed or by the Superintendent. Notice of this determination shall be communicated to the Grievant, the person with whom the initial Grievance was filed and the supervisor with whom the Level II Grievance was filed. If the Level I decision was made by the Superintendent, the Level II grievance shall be submitted to the Governing Board.

The supervisor or the Superintendent, as determined above, shall meet with the Grievant to discuss the Grievance. The meeting shall occur within ten (10) work days following receipt of the Level II Grievance. The supervisor or the Superintendent shall provide the Grievant with a written decision regarding the Grievance within ten (10) work days following the meeting.

Level III Formal Review—Superintendent

If the Superintendent was the individual who rendered the decision at Level II or if the grievance is regarding the Superintendent, the grievance will advance to the Governing Board.

If the Superintendent was not the individual who rendered the decision at Level II, a Grievant who is dissatisfied with the decision at Level II may appeal to the Superintendent.

The Level III appeal must be submitted in writing within five (5) work days following the Grievant's receipt of the Level II decision.

Within ten (10) work days following the receipt of the Level III appeal, the Superintendent shall issue a written decision to the Grievant and to the individual with whom the Grievance was initiated. The Superintendent may, but need not, meet separately with the Grievant and the individual with whom the Grievance was initiated to discuss the Grievance. If the Superintendent determines that such a meeting or meetings might be helpful in resolving the Grievance, the Superintendent may extend the time for a written decision by up to an additional ten (10) work days.

Matters Where the Grievance was Initiated with the Superintendent

Only in cases where the Grievance was initiated with the Superintendent at the Informal Level, and proceeded to Formal Level I, shall the Governing Board review Grievances. In those cases, within ten (10) work days following receipt of the decision at Formal Level I, the Grievant may appeal the decision to the Board. The appeal shall be submitted to the Superintendent, directed to the Board. The appeal must include a copy of the Informal Level and Level I decisions, and any documentation submitted to the Superintendent for consideration at those levels.

At one of the next two regular meetings following the appeal, the Board shall review the appeal. The review shall occur in executive session unless the Grievant requests that it be in open meeting. At the meeting at which the review occurs, or the next regular meeting following the review, the Board shall decide the Grievance in open meeting.

The Board shall render its decision based on the documentation submitted. No new information or documentation shall be submitted to the Board at the appeal unless both the Superintendent and the Grievant agree.

Referral to Hearing Officer

In cases where the Grievance is appealed to the Board, the Board may refer the Grievance to a hearing officer for findings and a recommendation.

Within three (3) work days of the referral to a hearing officer, the Superintendent shall forward the entire Grievance documentation to the hearing officer.

The hearing officer shall review the documentation submitted to the Board, and may, but need not, meet with the Grievant and the Superintendent. If the hearing officer meets with either the Grievant or the Superintendent, the other individual shall be afforded the opportunity to meet with the hearing officer.

Within ten (10) work days after receiving the Grievance documentation, the hearing officer shall render a written report to include findings, conclusions (if warranted), and a recommendation or recommendations to the Governing Board.

The Board shall consider the hearing officer's written report at its next available regular meeting and shall render a decision at that meeting or the following regular meeting.

Governing Board Decision

The Board may uphold the Grievance in whole or in part, reject the Grievance in whole or in part, or refer the Grievance back to the Superintendent with directions as to action(s) to be taken. If the Board upholds the Grievance, it shall specify the remedy, if any, to be awarded to the Grievant.

Adopted:

Legal Authority:

A.R.S. § 15-341

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## © 4-403 Whistleblower Protection

Supervisory personnel are prohibited from taking adverse personnel action against an employee as a result of an employee's good faith disclosure of alleged wrongful conduct to a public body on a matter of public concern, as set forth below.

Prohibition

No adverse personnel action may be taken against an employee in knowing retaliation for any lawful written disclosure of information on a matter of public concern to a public body, if the employee discloses, and in good faith believes, that any of the following occurred: (1) a violation of any law; (2) mismanagement; (3) gross waste of public funds; or (4) an abuse of authority.

No employee with authority to make or materially influence significant personnel decisions shall take or recommend an adverse personnel action against an employee in knowing retaliation for disclosing alleged wrongful conduct to a public body. Any employee found to have so violated this Policy may be disciplined, up to and including termination.

Making A Disclosure

An employee who becomes aware of alleged wrongful conduct by the District or any of its agents is encouraged to make a disclosure to the Governing Board as soon as possible, but in any case must make the disclosure no later than three hundred sixty-five (365) days after becoming aware of the alleged wrongful conduct.

To allow the District an opportunity to investigate alleged wrongful conduct and to take necessary internal corrective action, employees are encouraged to report in writing a disclosure of alleged wrongful conduct to the Superintendent. If the allegations concern the Superintendent, the complainant may file with the Board President.

Investigation and Determination

The Superintendent may conduct an investigation into the allegations contained in the disclosure and may take necessary corrective action, as warranted.

In some instances, the District may determine that the employee's allegations contained in the disclosure do not meet the definition of disclosure under this Policy and that no investigation is warranted. In such cases, a District administrator shall so inform the employee in writing.

False Allegations of Wrongful Conduct

An employee who knowingly makes false allegations of alleged wrongful conduct to a public body shall be subject to discipline.

Legitimate Employment Action

This Policy may not be used as a defense by an employee against whom an adverse personnel action has been taken for legitimate reasons or cause under District rules and policies. It shall not be a violation of this Policy to take adverse personnel action against an employee: (1) who discloses information in a manner prohibited by law, including disclosing confidential materials or information; or (2) whose conduct or performance warrants that action separate and apart from that employee making a protected disclosure.

Whistleblower Complaint

No later than ten (10) work days after an individual is notified or becomes aware of an adverse personnel action, they may protest the action by filing a written whistleblower complaint with the Superintendent (or Board President, if allegations concern the Superintendent) if the individual believes the action was based on the individual's prior disclosure of alleged wrongful conduct. The Superintendent shall expeditiously review the complaint to determine: (1) whether the complainant made a disclosure; (2) whether the complainant suffered an adverse personnel action after the disclosure; and (3) whether the adverse action was the result of knowing retaliation for the employee's disclosure.

A discloser must suffer an adverse personnel action as a result of making a disclosure to file a whistleblower complaint.

No later than forty-five (45) work days after receipt of the written whistleblower complaint, the Superintendent/Board President shall notify the complainant in writing of the results of the review and whether the adverse personnel action is affirmed, reversed, or modified.

A complainant who is dissatisfied with the decision on the whistleblower complaint may file a request for a whistleblower hearing no later than ten (10) work days after receipt of the written decision on the whistleblower complaint.

Timelines discussed in this may be extended by the Superintendent/Board President for cause presented if permitted by law.

Adopted:

Legal Authority:

A.R.S. §12-901 *et seq.*

A.R.S. § 38-532

A.R.S. § 38-533

A.R.S. § 41-783

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## © 4-403.A Procedure - Whistleblower Protection - Procedures for Hearing

A. Definitions

"Abuse of authority" means an action or decision which is outside the scope of the alleged violator's position, scope of duties, or level of authority as authorized by the Superintendent.

"Adverse personnel action" means an employment-related act or decision or a failure to take appropriate action by a supervisor or higher level authority which affects an employee negatively. The following are adverse personnel actions:

1. termination of employment or non-renewal of employment;
2. demotion;
3. suspension;
4. written reprimand;
5. retaliatory investigation;
6. decision not to promote;
7. receipt of an unwarranted performance rating;
8. withholding of appropriate salary adjustments;
9. imposition of involuntary transfer or reassignment;
10. elimination of the employee's position, absent a reduction in force, reorganization, or a decrease in or lack of sufficient funding, monies, or work load;
11. denial of awards, grants, leaves, benefits, or training for which the employee would normally be eligible; and/or
12. other significant change in job responsibilities or working conditions which are inconsistent with the employee's position, salary or grade.

"Alleged wrongful conduct" means a violation of law, mismanagement, gross waste of public funds, or abuse of authority.

"Discloser" means an employee who makes a disclosure.

"Disclosure" means a written report by an employee to a public body of alleged wrongful conduct that includes: (1) the date of the disclosure; (2) the name of the employee making the disclosure; (3) the nature of the alleged wrongful conduct; and (4) if possible, the date or date range in which the alleged wrongful conduct occurred.

"Disclosure investigation" means a review and determination made by the Superintendent of a disclosure.

"Knowing retaliation" means an adverse personnel action taken by a supervisor or other District employee against a complainant because of a disclosure.

"Personnel action" means an employment-related action or decision that affects an employee positively or negatively.

"Supervisory employee" means any administrator, supervisor, director, or other employee who has authority to make or materially influence significant personnel decisions.

"Whistleblower complainant" or "complainant" means a current or former employee who disclosed alleged wrongful conduct to a public body and who was subsequently subject to an adverse personnel action as a result of making the disclosure.

"Whistleblower complaint" means a complaint filed by a complainant with the Superintendent (or Board President, if allegations concern the Superintendent) alleging that an adverse personnel action was taken in retaliation for a prior disclosure of alleged wrongful conduct to a public body.

"Whistleblower complaint review" means a review by the Superintendent of a whistleblower complaint.

"Whistleblower external hearing" means a hearing conducted by an external hearing officer if the complainant is dissatisfied with the decision of the Superintendent following a whistleblower complaint review.

"Work day" means any day that the District administrative office is open for business.

B. Procedures for Whistleblower External Hearing

1. Request for hearing

The Governing Board shall use an outside hearing officer and a hearing process when a complainant who is dissatisfied with the decision on the complainant's whistleblower complaint review files a timely request for a whistleblower external hearing. The purpose of the hearing is to determine whether an adverse personnel action resulted from the complainant's disclosure. No other issues or determinations are authorized.

A request for hearing must be made no later than ten (10) work days after receipt of the written decision on the whistleblower complaint as per Policy 4-403 and shall contain the following:

a. a specific statement that it is a request for a whistleblower hearing by an external hearing officer;

b. the name, work address, work telephone number and position of the whistleblower complainant;

c. the name, work address, work telephone number and position of the District employee who issued the written decision on the whistleblower complaint;

d. a statement of the reasons for requesting a hearing including the objectionable portion of the decision;

e. a statement of the specific relief or remedy requested; and

f. copies of (1) the employee's disclosure; and (2) the written decision on the whistleblower complaint.

2. Appointment of hearing officer

No later than fifteen (15) work days after receipt of a request for hearing, the Superintendent will determine whether the complainant qualifies for a hearing based on the following:

a. The request was timely.

b. The complainant identified an adverse personnel action imposed on them and the date of notice of the action.

c. The complainant made a prior disclosure of alleged wrongful conduct to a public body on a matter of public concern prior to the adverse personnel action.

d. The complainant alleged that the adverse personnel action resulted from the disclosure.

e. The complainant attached the disclosure and the written decision on the whistleblower complaint to their request for hearing.

If the request qualifies for a hearing, the Superintendent will forward the request to an external hearing officer to conduct a whistleblower hearing.

If the request does not qualify for a whistleblower external hearing, the request will be returned to the complainant with written reason(s) for rejection. No later than ten (10) work days after receipt of the decision, the complainant may file a written appeal of the rejection to the Board. The Board will respond to the complainant in writing no later than twenty (20) work days after the Board reviews the written appeal. If the Board reverses the decision, the hearing will proceed; if the Board affirms the decision that the request does not qualify for a hearing, that decision is final.

3. Submission of the record

No later than twenty (20) work days after receipt of the request for a hearing that qualifies for a hearing, the Superintendent shall notify the complainant that the request for hearing is accepted and provide contact information for the hearing officer. The hearing officer may, but is not required to, conduct a pre-hearing conference in person or by electronic means to discuss the procedures that will be followed in conducting the hearing, including submission of evidence, documents, and witness lists. The hearing officer may require the parties to submit summaries of their positions before the hearing commences.

The hearing will be conducted no later than sixty (60) work days after the request is received, unless the hearing officer extends the time for good cause.

4. Conduct of hearing

Hearings shall be conducted in accordance with the requirements of A.R.S. § 41-783 governing appeals of personnel decisions. The procedures designated herein supersede rules of civil procedure if there is a conflict. The formal rules of evidence do not govern the hearing, except the rules of privilege. Generally, the party advocating a particular point or fact has the burden of proof on that point or fact. Ultimately, the person seeking review has the burden of persuading the hearing officer that the person was subject to an adverse employment action and the adverse action occurred because of a disclosure. The evidence standard is proof by a preponderance of the evidence.

The hearing officer has the ability to issue subpoenas. The hearing shall either be recorded or transcribed, at District expense, so as to provide an accurate, written rendition of the hearing.

5. Attorneys or representatives

A complainant may be self-represented, or at the complainant's own expense, may be represented by an attorney at any stage of the hearing process, including but not limited to presentation of the case during the hearing. A complainant may also designate a representative for the hearing who is not an attorney, provided that no fee is charged for any service rendered in connection with the hearing by a representative who is not an attorney admitted to practice in Arizona. The District may also be represented at the hearing by an attorney.

6. Resolution by agreement

At any time, the parties may agree upon a resolution of the matter. In such event, the written agreement shall be presented to the Superintendent who shall close the case and notify the parties in writing that the matter is resolved by agreement.

7. Hearing officer's decision

No later than forty-five (45) work days after the close of the hearing, the hearing officer shall provide a written decision and shall transmit the decision to the complainant and Superintendent.

The decision will contain findings of fact and the evidence relied upon to sustain those facts, conclusions including reference to applicable law, rules or policies, and a decision by the hearing officer determining: (1) the validity of the complaint; and (2) whether the adverse personnel action was committed against the complainant as a result of a disclosure.

The hearing officer shall enter a decision to affirm, reverse, or modify the adverse employment action.

The hearing officer's decision following the hearing becomes the final District decision fourteen (14) work days after the complainant's receipt of that decision.

The hearing officer's decision is subject to judicial review under A.R.S. §12-901, *et seq.*

The hearing officer's decision following the hearing shall include a statement regarding the timelines for appeal (thirty-five (35) calendar days from receipt of the decision) to

seek review of that decision in the superior court in accordance with the provisions of A.R.S. §12-901, *et seq.* on any of the grounds set forth in A.R.S. § 41-783(F).

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## © 4-404 Reasonable Accommodations

The District is required to provide reasonable accommodation to qualified individuals with disabilities who are employees or applicants for employment, except when such accommodation would cause an undue hardship. A reasonable accommodation is a modification or adjustment to a job, the work environment, or the hiring process.

The District shall provide reasonable accommodations as relate to the following aspects of employment:

1. ensuring equal opportunity in the application process;
2. enabling a qualified individual with a disability to perform the essential functions of a job;
3. making it possible for an employee with a disability to enjoy equal benefits and privileges of employment; and/or
4. addressing an employee's known limitations related to pregnancy, childbirth, or related medical conditions.

The District may not be required to provide accommodations if it will cause an undue hardship.

Request for an Accommodation

An applicant seeking an accommodation to participate in the application process should direct that request to the District's human resources department.

An employee who seeks an accommodation to perform the essential duties of the employee's position shall direct that request to the District's human resources department.

Interactive Process

The District shall engage in an interactive process to determine if an employee requires a reasonable accommodation to perform essential functions. The interactive process is informal; the purpose is to clarify what the employee needs and identify the appropriate reasonable accommodation(s). The District may ask the employee for additional information to describe the problems posed in the workplace and the employee's needs.

As a part of the interactive process, the District may request reasonable documentation that the individual has a disability and needs a reasonable accommodation. The District may seek input from a treating physician. The District may ask the employee to sign a limited release allowing the employer to submit a list of specific questions to the health care or vocational professional. The District may obtain an independent medical examination to address whether an individual has a qualifying disability and/or what reasonable accommodations may assist in permitting the employee to perform essential functions.

The District may offer alternative suggestions for reasonable accommodations and discuss their effectiveness in removing the workplace barrier that is impeding the employee.

Examples of Reasonable Accommodations

The examples of reasonable accommodations set forth below are not exhaustive. Appropriate accommodations will be discussed during the interactive process, to help ensure that selected accommodations meet the needs of the applicant or employee. Accommodations could include but are not limited to:

1. making existing facilities accessible;
2. offering leave;
3. job restructuring;
4. part-time or modified work schedules;
5. acquiring or modifying equipment;
6. changing tests or training materials;
7. providing qualified readers or interpreters; and/or
8. reassignment to a vacant position.

The District may choose among reasonable accommodations and is not required to provide the employee's preferred accommodation(s) as long as the chosen accommodation is effective.

The District and the employee may periodically review the effectiveness of accommodations offered and revise as needed.

Adopted:

Legal Authority:

29 U.S.C. § 701 *et seq.*

42 U.S.C. § 12101 *et seq.*

29 CFR Part 1630

34 CFR Part 104

42 U.S.C. 2000gg to 2000gg–6

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## Policy 4-405 Right to Organize

Each employee of the District shall have the right to organize, join, and support employee organizations.

Employee organizations may have the use of a bulletin board for posting information relating to official business of the organization. Material endorsing or opposing a candidate for public office may not be posted or distributed through the school mail. The location of the bulletin board shall be designated by the principal/supervisor. Copies of all material posted shall be given to the building principal.

Employee organizations may use the District mail service, electronic mail and employee mailboxes for communication to employees.

Employee organizations may use school facilities outside the school day, subject to the provisions of the District rental policy applied to all private organizations or as approved by the Superintendent.

A representative from Osborn Education Association (OEA) shall participate in district committees related to but not limited to instruction, professional development, and staff working conditions.

Nothing contained herein shall deny or restrict any employee such rights as they may have under Arizona laws, federal laws, or constitutional guarantees.

## Policy 4-406 Meet and Confer

A. Meet and Confer Goals/Priority Objectives

The Governing Board recognizes the great contributions to overall planning that can come from the knowledge and experience of Osborn School District Staff. It shall be the policy of the Governing Board to encourage employee participation in decision-making for the District.

The Osborn Education Association (OEA) and the District enter into meet-and-confer procedures for the purpose of providing quality student outcomes. Attainment of objectives of the educational program of the District requires mutual understanding and cooperation between the Board and the OEA.

The OEA is the board-recognized representative for Osborn School District staff.

B. Scope of Meet and Confer

The subjects of the meet-and-confer meetings include, but are not limited to salaries, salary placement schedules, compensation paid in the form of fringe benefits, working conditions, and recommendations for policy change as mutually agreed upon.

C. Meet and Confer Procedures

The meet-and-confer process is designed to promote collaboration between OEA and District administration on policy, budgetary decisions, and working conditions. By October 1st of each year, the Superintendent and OEA President/Co-President(s) shall establish Meet and Confer dates for the academic year and confirm the appointment process for Meet and Confer representatives. The calendar will be posted and meeting notice and agenda will be shared 48 hours prior to meeting.

The Superintendent and the OEA President/Co-President(s) shall each appoint a number of representatives equal to the number appointed by the other party, maintaining balanced representation of staff. Meetings are open to observation; observers do not participate.

1. **First Meet and Confer Meeting**: At the first session, the Team adopts ground rules covering meeting schedule, duration, locations, caucus protocols, agenda building, and data requests.
2. **Facilitator:** The meet and confer process may be led by a facilitator. The absence of a mutually agree upon facilitator shall not suspend or otherwise

prevent the Meet and Confer process from proceeding. The district shall be responsible for facilitation costs.

3. **Caucus Logistics**: Either spokesperson may call a caucus; parties will have access to a private room.
4. **Data/Document Exchange**: Materials developed by either party specifically for purpose of Meet and Confer shall be exchanged no later than the Friday preceding the next scheduled meeting. Preexisting documents, publicly available information, budget materials, and employee testimonials are not subject to this advance exchange timeline.
5. **Information or Data request:** Information or data requests shall be made in writing at least 10 business days preceding the next scheduled meeting. Requests for information may also be made during a Meet and Confer Meeting. Requested information shall be provided in writing, no later than the next scheduled meeting and will be shared to all meet and confer parties.
6. **Agenda Management**: Agendas are co-created by the two leads of each party at the close of each session for the next meeting; new items may be added only by mutual consent to maintain focus and transparency.
7. **Record-Keeping**: A joint minutes-taker prepares draft notes after each meeting; notes are approved by consensus of each party at the start of the following session.
8. **Final Agreement**: The Meet and Confer designee shall communicate the tentative final agreements to District employees. The OEA may hold a meeting for employees to present the tentative agreements and the date on which the final decision shall be reached prior to official Governing Board review and action.

| **Target Timeline** | **Action** |
|---|---|
| October 1st | Superintendent and OEA President/Co-President(s) meet to set dates and the appointment process. |
| November 1st | 1st Meet and Confer Meeting Takes Place |
| November 1st-June 1st | Meet and Confer Meetings. Open for observations, caucus as needed. |

| | |
|---|---|
| May 1st | Tentative Professional Agreement (TA) compiled |
| 10 business days prior to the last day of school | OEA communicates TA to employees for consultation. |
| May/June Board Meeting | Board receives TA for action to support the budget adoption cycle. |

# 5-100 Student Enrollment and Attendance

## © 5-101 Attendance Boundaries

The District will establish attendance areas. In the event the Board intends to change the current attendance boundaries, the Board will notify parents/legal guardians, students, and residents within the proposed or then-existing boundaries about the adopted or changed boundaries.

Pursuant to A.R.S. § 15-341, attendance boundaries may not be used to require students to attend certain schools based on the student's place of residence.

Adopted:

Legal Authority:

A.R.S. § 15-341

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## © 5-101.A Procedure - Attendance Boundaries

Recommendations to the Board for the adoption of new attendance boundaries or change in current attendance boundaries will be presented along with a map during at least one public meeting that provides for public comments.

Notice of the meeting will be provided to parents/legal guardians, students, and residents within the proposed or then-existing boundaries a minimum of ten (10) days prior to the public meeting. The notice will include the time, place, date, a call for public input, and where a map delineating the proposed adoption/change may be viewed. Notice will be given by:

A. Written notification to the parents/legal guardians of affected students provided by means of:

    A. Digital parent communication platforms.

B. Website posting

C. Social media postings on the district and school sites

D. Posting of notice at the school and in places permitting notice posting in the area of student attendance affected; and/or

E. Posting of the notice, information item, and map in the Governing Board packet on the District's web site.

The meeting will be held at the same location as the District's normal meeting location or a public location, if available, with proximity to the area suggested for school attendance change and which will accommodate the expected participants. Up to one (1) hour will be scheduled for receipt of affected persons' comments with the time for individual presentations determined by the time scheduled divided by the participants requesting to speak. Additional time may be allocated by specific Board action.

Following Board action, parents/legal guardians, students, and residents affected by a boundary change decision and the Arizona Department of Real Estate will be informed by means of the minutes and other school and District communications including a posting on the District's website within ninety (90) days of the adoption or change.

If the boundary changes will result in changes to grade configurations or pupil square footage, the District will notify the School Facilities Oversight Board.

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## © 5-102 Enrollment Requirements

The District will comply with all federal and state laws regarding:

- entrance age requirements;
- admission of resident students;
- admission of transfer students;
- Admission of non-resident students and tuition requirements for non-resident students;
- students without a permanent residence;
- students in foster care; and
- exchange and foreign students

The Superintendent shall develop procedures as necessary for implementation of these laws.

Adopted:

Legal Authority:

A.R.S. § 8-201

A.R.S. § 15-346

A.R.S. § 15-461

A.R.S. §15-701.01

A.R.S. §15-745

A.R.S. § 15-771

A.R.S. § 15-796

A.R.S. § 15-797

A.R.S. § 15-802

A.R.S. § 15-803

A.R.S. § 15-806

A.R.S. § 15-807

A.R.S. § 15-816

A.R.S. § 15-816.01

A.R.S. § 15-816.07

A.R.S. § 15-821

A.R.S. § 15-823

A.R.S. § 15-823.01

A.R.S. § 15-824

A.R.S. § 15-825

A.R.S. § 15-825.01

A.R.S. § 15-825.02

A.R.S. § 15-826

A.R.S. § 15-828

A.R.S. § 15-872

A.R.S. § 15-873

A.R.S. § 15-901

A.R.S. § 15-901.08

A.R.S. § 36-899.10

A.R.S. § 44-166

A.R.S. § 44-5001

42 U.S.C. § 11301

42 U.S.C. § 11432

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## © 5-102.A Procedure - Enrollment Requirements

Entrance age requirements

Kindergarten

Pursuant to A.R.S. § 15-821(C), a child is eligible for admission to kindergarten if the child is five (5) years of age before September 1 of the current school year.

The Governing Board may admit children who have not reached age five (5) by September 1 if (a) it is determined to be in the best interest of the child and (b) that child will reach age five (5) by January 1 of the current school year.

First Grade

Pursuant to A.R.S. § 15-821(C), a child is eligible for admission to first grade if the child is six (6) years of age before September 1 of the current school year.

The Board may admit children who have not reached age six (6) by September 1 if (a) it is determined to be in the best interest of the child and (b) that child will reach age six (6) by January 1 of the current school year. The determination for early entrance into first grade shall be based on one or more consultations with the parent/legal guardian, the child, the teacher, and the school principal.

Admission Requirements

Resident Students

The District shall enroll all students seeking enrollment who (a) reside within District boundaries and (b) meet the requirements for enrollment in the program in which the student is seeking enrollment.

For purposes of this Procedure, residence within the District shall be determined by:

A. the residence of the student's parent/legal guardian if the student resides with the parent/legal guardian;

B. the student's residence if the student is at least eighteen (18) years old, is an emancipated minor, or is a student without a permanent residence who does not reside with the student's parent/legal guardian;

C. the attendance boundaries of the last school a student attended before becoming a student without a permanent residence;

D. the residence of a family member with whom the student lives pending the outcome of a guardianship or custody proceeding if the student is able to provide documentary proof of the legal proceeding; or

E. the pending residence of a parent/legal guardian while on active military duty who is subject to an official military order to transfer or be transferred to a military installation within District boundaries. Proof of residency must be provided within

ten (10) days of arrival date, and the parent/legal guardian may use the address of a temporary on-base billeting facility, a purchased or leased home or apartment, or any federal government housing of off-base military housing, including off-base military housing that may be provided through a public-private venture.

A.R.S. § 15-802(B) requires Districts to obtain and maintain proof of Arizona residency upon enrollment. This documentation must be provided at the time of enrollment and renewed annually. Acceptable documentation includes one or more of the following:

A. valid Arizona driver's license, Arizona identification card;

B. valid Arizona motor vehicle registration;

C. valid Arizona Address Confidentiality Program (ACP) authorization card;

D. property deed;

E. mortgage documents

F. property tax bill

G. rental agreement or lease (including Section 8 agreement or off-base military housing);

H. utility bill (water, electric, gas, cable, phone);

I. bank or credit card statement;

J. W-2 wage statement;

K. current payroll stub;

L. certificate of tribal enrollment (506 Form) or other identification issued by a recognized Indian tribe located in Arizona;

M. other documentation from a state, tribal, or federal agency (Social Security Administration, Veterans' Administration, Arizona Department of Economic Security, etc.); or

N. temporary on-base billeting facility (for military families)

If a parent/legal guardian cannot provide one of the above documents because they do not maintain their own residence, the District shall obtain:

A. an Affidavit of Shared Residency form that includes the parent's/legal guardian's and the District address, and the school in which the student is being enrolled;

B. a signed and notarized affidavit from the individual who maintains the residence where the student lives that attest to the fact that the student resides at that address; and

C. one of the documents listed above bearing the name and address of the person signing the affidavit.

Transfer Students

Pursuant to A.R.S. § 15-828(G), within ten (10) school days after enrolling a transfer student, a school shall request directly from the student's previous school a certified copy of the student's record.

Students transferring from homeschool instruction, shall be tested pursuant to A.R.S. § 15-745 to determine appropriate grade level placement.

Non-resident students

A non-resident student is any student who is a resident of Arizona but is not a resident of the District as described in this Procedure who is currently enrolled or seeking enrollment.

Policy 5-105 contains policies regarding the enrollment of non-resident students without payment of tuition.

Students Without a Permanent Residence

In compliance with Arizona law, the Arizona Administrative Code and McKinney-Vento Homeless Education Assistance Improvement Act, the District ensures that students without a permanent residence are not stigmatized or segregated due to their homelessness, are immediately enrolled in their school of origin or residence and that transportation is provided to and from the school as if they were a resident student.

To aid in accomplishing these requirements, the District has appointed a liaison for students without a permanent residence whose purpose is to coordinate activities and programs in the best interest of students without a permanent residence and to facilitate:

A. the continuation of a student's education for the duration of their homelessness or for the remainder of the academic year if the student finds permanent residence during that time; and

B. ensure enrollment of the student in the school that any non-homeless student who lives in the area would be enrolled.

When determining the best interest of a student without a permanent residence, the liaison shall:

A. to the extent feasible, keep a homeless student in the school of origin, except when doing so is contrary to the wishes of the student's parent/legal guardian;

B. provide a written explanation, including a statement regarding the right to appeal, to the homeless student's parent or guardian, if the homeless student is sent to a school other than the school of origin or a school requested by the parent/legal guardian; and

C. in the case of an unaccompanied youth, assist in placement or enrollment decisions, considering the views of such unaccompanied youth, and providing notice to such student of the right to appeal.

Students without a permanent residence cannot be denied enrollment due to a failure to provide records normally required for enrollment.

The school where the student without a permanent residence is enrolled must make a good faith effort to obtain the relevant academic and other records from the student's former schools.

In the event of a dispute over school selection or enrollment, the student must be enrolled in the selected school pending resolution of the dispute. The school is then responsible for providing a written explanation of the decision including informing the student, parent/legal guardian of their right to appeal and a referral to the liaison for students without a permanent residence to continue the dispute resolution process.

Students in Foster Care

Pursuant to Arizona law, the Arizona Administrative Code and the foster care provisions of the Every Student Succeeds Act, the District has designated an appropriate staff to serve as the liaison or point of contact for children in foster care. That staff member's responsibilities include, but are not limited to, coordination of transportation services, enrollment and transfer of records, coordination of efforts to continue the student's education and maintaining school stability, determining the child's best interest in placement, facilitating the transfer of academic credit and a graduation plan, and ensuring that school staff are properly trained on matters involving educating children in foster care.

Pursuant to A.R.S. § 8-530.04, the District shall participate in a meeting to determine if it is in the best interests of the student in foster care to remain at the school of origin. If it is determined that it is in the student's best interest to enroll in the District, the District shall enroll within two (2) days even if the student does not possess the records normally required to enroll. A school of origin shall transfer a foster care student's education records within two (2) days of a change in educational placement.

Students in foster care may be given enrollment preference pursuant to A.R.S. § 15-816.01 over non-resident students or those seeking open enrollment, if so authorized by the Board.

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## © 5-102.B Procedure - Enrollment Requirements – Vision Screening

Each school shall provide vision screening services as required by A.R.S. § 36-899.10 and in accordance with administrative regulations and recommended guidance issued by the Arizona Department of Health Services (ADHS). Schools shall conduct vision screenings:

1. upon initial entry of a student to school and for not more than two additional grade levels or as otherwise required by ADHS;
2. for students who receive or are being evaluated for special education services and who have not been screened in the last year;
3. upon teacher request, if the student has not been screened in the last year; and
4. for students who are not reading by the third grade pursuant to the state assessment

The District shall require those completing vision screenings to have completed training as required by ADHS regulations. The District will provide the results to parents or legal guardians for students who do not pass the vision screening within forty-five (45) days after the vision screening with the notices to the parent/legal guardian required by A.R.S. § 36-899.10(D). A parent or legal guardian may opt a student out of a vision screening as permitted by state law.

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## © 5-102.C Procedure - Enrollment Requirements – Reading Deficiency Screening

Pursuant to A.R.S. § 15-701 *et seq.*, the District shall provide for universal screenings of all students in preschool programs, kindergarten programs and grades one through three that is designed to identify students who have reading deficiencies.

The District shall employ at least one kindergarten through third grade teacher, literacy coach or literacy specialist in each school that has received training related to dyslexia as prescribed by state law.

The Governing Board shall select an appropriate evaluation methods and/or assessments to administer to kindergarten students. The Board may consider the kindergarten entry evaluation tool adopted by the State Board of Education.

The District shall administer the kindergarten entry evaluation tool selected by the Board within forty-five (45) days after the beginning of each school year or within forty-five (45) days after a student enrolls.

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## © 5-103 Compulsory Attendance and Excuse from Student Attendance

A student between the ages of six (6) and sixteen (16) is required to attend school during the school's hours. The student's parent/legal guardian is required to notify the school regarding the student's absence.

Exceptions to School Attendance Requirement

A student between the ages of six (6) and sixteen (16) is excused from attending school if any of the following is shown to the satisfaction of the school principal:

1. The student is in such physical or mental condition that instruction is inexpedient or impracticable.
2. The student has presented reasons for nonattendance at a public school that are satisfactory to the school principal.
3. The student is over fourteen years of age and is employed, with the consent of the parent or legal guardian, at some lawful wage-earning occupation.
4. The student is enrolled in a work training, career education, career and technical education, vocational education, or manual training program that meets the educational standards established and approved by the Arizona Department of Education.

The student may also be excused from attendance if the student was:

1. suspended and not directed to participate in an alternative education program;
2. expelled from another educational institution or is in the process of being expelled from another educational institution; or
3. enrolled in an education program provided by a state educational or other institution.

School Closure

In the following situations, students may be excused from school attendance if a school closure is authorized by the Arizona Department of Education:

1. widespread illness for any period of three (3) consecutive days or more;
2. adverse weather conditions for any period of three (3) consecutive days or more;
3. concerted refusal by students to attend classes for any period of three (3) consecutive days or more;
4. threats of violence against school property, school personnel, or students for any period of one (1) day or more; and/or

5. situations affecting the safety of persons or property resulting from fire, flooding or floodwater, an earthquake, a hazardous material event, or another cause if approved by the Arizona Department of Education.

Religious Instruction

A student may be excused from school attendance for religious purposes, including participation in religious exercises and religious instruction subject to the following conditions:

1. the student's parent/legal guardian has given written consent to the District; and
2. any religious instruction or exercise takes place at a suitable place away from school property designated by the church or religious denomination or group.

Notification to Parent

The school in which the student is enrolled shall make a reasonable effort to promptly telephone and notify the parent/legal guardian or other person who has custody of the student of the student's absence from school.

For all students enrolled in kindergarten through grade eight (8), the student's school shall make a reasonable effort to promptly notify the student's parent or other custodial adult by telephone that their student is absent without excuse or without proper notice as follows:

1. within two (2) hours after the first class in which the student is absent for a student in a kindergarten program or in any of grades one (1) through six (6);
2. within two (2) hours after the first class in which the student is absent for a student in grade seven (7) or eight (8) if the first class in which the student is absent is the student's first class of the school day; or
3. within five (5) hours after the first class in which the student is absent for a student in grade seven (7) or eight (8) if the first class in which the student is absent is after the student's first class of the school day.

On or before the enrollment of a student in a kindergarten program or in any of grades one (1) through eight (8), the District shall notify the parent/legal guardian:

1. of the responsibility to authorize any absence of the student from school and to notify the school in which the student is enrolled in advance or at the time of any absence; and
2. that the District requires the parent or legal guardian to provide at least one telephone number, if available. The District requires that the telephone number, if available, be given at the time of enrollment of the student in school and that the school of enrollment be promptly notified of any change in the telephone number.

The District, Governing Board members, and District staff or agents are not liable for failure to notify the parent/legal guardian of a student's absence from school.

Adopted:

Legal Authority:

A.R.S. § 15-802

A.R.S. § 15-803

A.R.S. § 15-806

A.R.S. § 15-807

A.R.S. § 15-841

A.R.S. § 15-873

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## © 5-104 Homebound or Hospitalized Students and Students with Chronic Health Problems

This Policy is designed to provide continuing learning opportunities for students with chronic health problems and homebound or hospitalized students while they are absent from school and to provide for their integration into the regular education program as much as possible.

Definitions

"Homebound or hospitalized student" means a student who is capable of receiving academic instruction and completing assignments but: (a) who is unable to attend school due to illness, disease, accident, pregnancy or health other conditions, who has been examined by a competent medical doctor and who is certified by that doctor as being unable to attend regular classes for a period of not less than three school months; or (b) who is unable to attend school regularly due to chronic or acute health problems, who has been examined by a competent medical doctor and who is certified by that doctor as being unable to attend regular classes for intermittent periods of time totaling three school months during a school year.

"Student with a chronic health problem" means a student: (a) who is not homebound, but who is unable to attend regular classes for intermittent periods of one or more consecutive days because of illness, disease, pregnancy complications or accident as certified by a licensed health professional or a licensed registered nurse practitioner; (b) who suffers from a condition requiring management on a long-term basis as certified by a licensed health professional or a licensed registered nurse practitioner; or (c) who has an infant with a severe health condition as certified by a licensed health professional or a licensed registered nurse practitioner.

"Health care professional" means a licensed podiatrist, chiropractor, medical doctor, naturopathic physician, chiropractor, osteopathic physician, physician assistant or a licensed, registered nurse practitioner as those terms are defined in Arizona Revised Statutes Title 32.

Students with chronic health problems will be provided the opportunity for:

1. homework availability to ensure they have the opportunity to keep up with assignments and avoid losing credit because of their absence from school; and
2. flexibility in physical education activity requirements so they may participate in the regular physical education program to the extent that their health permits.

Nothing in this Policy shall be construed to:

1. obstruct, interfere with, or override the rights of parents/legal guardians concerning the education and health care of students with chronic health problems;

2. authorize school personnel to authorize absences from school for a student with a chronic health problem without the prior consent of the student's parent/legal guardian; or
3. authorize school personnel to recommend, prescribe, or provide medication to a student with a chronic health problem without the prior consent of the student's parent/legal guardian.

Adopted:

Legal Authority:

A.R.S. § 15-346

A.R.S. § 15-901

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## Homebound or Hospitalized Students and Students with Chronic Health Problems

### © 5-104.A Procedure - Homebound or Hospitalized Students and Students with Chronic Health Problems - Certification and Program Plan

A student may be provided an opportunity to receive course credit after obtaining medical certification documenting a condition that interferes with regular school attendance.

A. Certification Process

1. When a student is identified as possibly requiring services as a student with a chronic health condition (via registration, screening procedures, attendance data, or parent referral), a chronic health condition certification form with a letter of explanation shall be sent to the parents. The chronic health condition certification shall be returned by the parent to the campus as soon as possible.
2. A student who will be absent for more than ninety (90) days must provide medical certification from a licensed medical doctor. A student who will be absent for less than ninety (90) days must provide medical certification from a health care professional.
3. Certification of a chronic health condition is effective on the date when the licensed health care provider certifies the student's chronic health condition.
4. The certification shall detail the (a) student's condition; (b) student's prognosis; (c) physical limitations affecting physical education and corresponding requirements; (d) any anticipated surgeries, treatments, or hospitalizations; and (e) certified healthcare provider signature and date.
5. Certification is not retroactive and will not excuse any absences occurring prior to the date of certification.
6. The attendance clerk will document the chronic health condition in the student's file.
7. The teacher(s) and parent/legal guardian shall meet promptly following return of the chronic health condition certification to develop an instructional plan.
8. The parent/legal guardian must call in each absence, and the student must complete all assignments necessary for class credit within the timeframe provided.

On a yearly basis, the District shall review instructional needs of any student with a chronic health condition. An updated chronic health condition certification shall be obtained for each school year to verify the need for continuing instructional support. However, the student may be recertified at any time to reevaluate appropriate services needed.

B. Instructional Plan

The appropriate instructional services needed are to be recommended by the teacher(s) after consultation with the parent/legal guardian according to the following considerations:

1. the nature of the health condition relevant to the student's anticipated activity level during absences (based on review of the chronic health condition certification);
2. the student's academic capacity;
3. the teacher's recommendations for service delivery based on course-work difficulty and the student's ability to learn independently;
4. the amount of face-to-face instruction time required by the student for optimum continuous learning outside the regular classroom; and
5. the most appropriate service delivery in order to maintain integration in the regular education program as much as possible (i.e., regular physical education activities).

If the student will be absent for less than three (3) months of school or accrue absences intermittently, then the plan will provide opportunities for the student to complete assignments for class credit.

For students with current individualized education plans/Section 504 plans, the team should convene to determine the services and supports that should be provided during periods of absences.

C. Homebound or Hospitalized Students Plan

Homebound instruction shall not be less than four (4) hours/week by a certified teacher. Homebound instruction will be directly correlated with the instruction and work the student is missing from in-class instruction and geared to the student's needs and what the student is capable of doing during the period away from school.

Homebound is not the same as "home-based instruction" under the Individuals with Disabilities Education Act, which is a level of placement along the continuum of alternative placements for students with disabilities whose least restrictive environment is instruction in the home and is needed for the student to receive a free appropriate public education as determined by the student's IEP team.

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## © 5-105 Open Enrollment

Definitions

"Open enrollment" means a policy that is adopted and implemented by the Governing Board to allow resident transfer students to enroll in any school within the District, to allow resident students to enroll in any school located within other school districts in this state, and to allow nonresident students to enroll in any school within the District pursuant to A.R.S. § 15-816.01.

"Nonresident student" means a student who resides in this state, and who is enrolled in or is seeking enrollment in a school district other than the school district in which the student resides.

"Resident student" means a student whose parents or legal guardian reside within the attendance area of a District school.

"Resident school" means a school that is within the designated attendance area in which a student resides.

"Resident transfer student" means a resident student who is enrolled in or seeking enrollment in a school that is within the school District but outside the attendance area of the student's residence.

Enrollment

The District will give enrollment priority to applicants in the following order, as long as their enrollment can be accomplished in accordance with the District's admission criteria:

1. Resident transfer students who currently attend the school and their siblings.
2. Previously accepted and enrolled nonresident students.
3. Children of employees.
4. Resident transfer students.
5. Previously accepted and enrolled nonresident students' siblings.
6. Nonresident students.

The District gives enrollment preference to children who:

- are in foster care,
- meet the definition of unaccompanied youth prescribed in the McKinney-Vento homeless assistance act (42 U.S.C. § 11434a),
- attend a school that is closing, or

- are children of a member of the United States Armed Forces who is either on active duty or was killed in the line of duty.

Schools Without Attendance Boundaries

The District may establish schools that do not have attendance boundaries. Student attendance for such schools shall be based upon open enrollment applications. Transfer is subject to the capacity limit established for the school, program, and/or grade level. Student transportation will be the responsibility of the parent/legal guardian.

Nondiscrimination and Equitable Enrollment

The District will not deny enrollment based on ethnicity, or race, national origin, sex, income level, disability, English language proficiency, athletic ability, or academic performance.

The implementation of this Policy must not disproportionately impact any group or class of students.

Adopted:

Legal Authority:

A.R.S. § 15-816

A.R.S. § 15-816.01

A.R.S. § 15-816.07

A.R.S. § 15-841

42 U.S.C. § 11434a

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## Open Enrollment

## © 5-105.A Procedure - Open Enrollment - Enrollment Process

A. General Open Enrollment Process

The District will enroll at any time any resident student who applies for enrollment and will accept open enrollment students throughout the school year as capacity in the particular program, class, or grade level allows. The District will reserve capacity for and grant enrollment preference to students residing within the attendance boundaries of the school, returning students, and siblings of students currently enrolled at the school.

B. Application Procedures

The student's parent/guardian completes the Open Enrollment application and submits it to the school in which the student seeks to enroll. Applications will be accepted when the District's online registration opens each year. The District will determine whether the student's admission would be in conformity with its admission criteria.

C. Admission Criteria

The Superintendent will determine if resident transfer and nonresident students will be admitted in accordance with whether the school in which the student seeks to enroll has the capacity to serve the student without adversely impacting educational opportunities for resident students attending their resident school.

Factors to be considered in making this determination include, but are not limited to, the following:

1. physical capacity of school facilities;
2. availability of staff (e.g., administrators, teachers, other certificated employees, related service providers); and
3. capacity of grade levels, core and elective courses, and relevant special programs.

The District may also consider whether the student has been expelled by another school or is in the process of being expelled by another school.

No school within the District shall limit admission based on any of the following:

a. ethnicity or race,
b. national origin,
c. sex,
d. income level,
e. disability,
f. proficiency in the English language, or
g. athletic ability.

The capacity of each school and whether it is currently accepting open enrollment students by grade level and specialized program will be posted on the school's website and will be updated at least every twelve (12) weeks unless there are no changes to report.

D. Priority of Admissions

The District will reserve capacity for and grant enrollment preference to students as designated in Policy 5-105 and through the equitable selection process. Other students seeking open enrollment will be admitted if the school has capacity at that time. If a particular school reaches capacity after enrolling resident students and students with preferential enrollment eligibility, students seeking open enrollment will be placed on a wait list and will be selected by lottery.

E. Transportation

The District will not provide transportation for nonresident students and resident transfer students unless the student is a student with a disability whose individualized education program specifies transportation as a related service or transportation is otherwise required by law. If a special education student requires transportation as a related service and chooses to open enroll in a school that is not the student's home school or assigned school, the District may limit the offer of transportation to the student's home school or assigned school and not the school chosen by the parents/legal guardians.

If required by law, transportation is limited to:

1. not more than thirty (30) miles each way to and from the school of attendance;
2. a pickup point on the regular transportation route; or
3. for the total miles traveled each day to an adjacent district for eligible non-resident pupils who meet the economic eligibility requirements established under the national school lunch and child nutrition for free or reduced-price lunches.

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## © 5-106 Homeschooled Student Participation in Interscholastic Activities

A child who resides within the District and who is homeschooled shall be allowed to try out for interscholastic activities for the District in the same manner as a student enrolled at the District.

Homeschooled students may participate in District extracurricular and/or interscholastic athletics/activities at the school in which their residence would make them eligible to enroll. However, in selection of members to a team with limited membership, preference shall be given to District students. Homeschooled students participating in extracurricular and/or interscholastic athletics/activities must meet all applicable participation and eligibility requirements, including:

1. payment of the same participation or activity fee(s), if any, paid by District students,
2. insurance,
3. transportation,
4. physical condition,
5. qualifications,
6. standards of behavior, and
7. academic performance policies.

The school will request that the individual providing primary instruction to the homeschooled child submit written verification that provides whether:

1. the student is receiving a passing grade in each course or subject being taught, and
2. the student is maintaining satisfactory progress towards advancement or promotion.

Homeschool students shall not be permitted to participate in District athletics in a manner that would violate Arizona Interscholastic Association rules applicable to District students.

Homeschool students suspended or expelled from any school may not participate in District programs until they have completed all requirements for readmission. A child who is homeschooled and who was previously enrolled in a public, private or charter school shall be ineligible to participate in interscholastic activities for the remainder of the school year during which the child was enrolled in a school.

Adopted:

Legal Authority:

A.R.S. § 15-802.01

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## © 5-201 Patriotic Exercises and Observance Days

U.S. Flag Display

The District shall display a United States flag in each classroom and on or near the outside of the school building during school hours and at such other times as school authorities direct. The flags must be manufactured in the United States, be at least 2x3 feet, and use appropriate hardware.

The District shall set aside a specific time each day for students who wish to recite the pledge of allegiance to the flag.

U.S. Constitution and Bill of Rights

For grades seven (7) through (8) the District shall place a legible copy of the U.S. Constitution and Bill of Rights adjacent to each classroom flag. The documents must be manufactured in the United States.

Period of Silence

A period of silence shall be observed at the beginning of the day. The teacher in charge of the room shall announce that a period of silence for at least one minute but not more than two minutes will be observed. During that time, no activities shall take place and silence shall be maintained.

Declaration of Independence

Each student in grades four (4) through six (6) shall recite the following passage from the Declaration of Independence at the commencement of the first class of the school day:

> *We hold these truths to be self-evident, that all men are created equal, that they are endowed by their creator with certain unalienable rights, that among these are life, liberty, and the pursuit of happiness. That to secure these rights, governments are instituted among men, deriving their just powers from the consent of the governed.*

Should a parent/legal guardian of a student object to the recitation of the passage set forth above, the student shall not be required to participate.

Observance Days

1. 9/11 Education Day

September 11th of each year shall be observed as 9/11 Education Day. On 9/11 Education Day, the District shall provide age appropriate instruction for grades seven (7) and eight (8) on the terrorist attacks of September 11, 2001.

2. Sandra Day O'Connor Civics Celebration Day

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

If 9/11 Education Day or Sandra Day O'Connor Civics Celebration Day falls on a day when the District is not in session, the observance shall take place on the preceding or following school day.

The Superintendent is directed to emphasize the use of the resources developed by the State Board of Education relating to civics education that aligns to the academic standards in social studies pursuant to A.R.S. 15-701 and 15-701.01.

Adopted:

Legal Authority:

A.R.S. § 15-203

A.R.S. § 15-506

A.R.S. § 15-701

A.R.S. § 15-701.01

A.R.S. § 15-710.02

Ariz. Admin. Code R7-2-305

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## © 5-202 Students with Disabilities (Section 504 of the Rehabilitation Act of 1973)

The District does not discriminate against individuals with disabilities in its policies or practices.

Definitions

"Student with a disability" means any person who (a) has a physical or mental impairment which substantially limits one or more major life activities, (b) has a record of such an impairment, or (c) is regarded as having such an impairment and is (i) of an age during which non-disabled persons are provided such services, (ii) of any age during which it is mandatory under state law to provide such services to students with disabilities, or (iii) to whom a state is required to provide a free appropriate public education under section 612 of the Education of the Handicapped Act.

"Physical or mental impairment" means (a) any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive, digestive, genito-urinary; hemic and lymphatic; skin; and endocrine; or (b) any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

"Major life activities" means functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

"Has a record of such an impairment" means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

"Is regarded as having an impairment" means (a) has a physical or mental impairment that does not substantially limit major life activities but that is treated by a recipient as constituting such a limitation; (b) has a physical or mental impairment that substantially limits major life activities only as a result of the attitudes of others toward such impairment; or (c) has none of the impairments defined above as a “physical or mental impairment” but is treated by a recipient as having such an impairment.

"Program or activity" means all of the operations of a local educational agency (as defined in 20 U.S.C. § 8801(19)).

Child Find and Evaluation

It is the responsibility of the District to identify and evaluate students who, within the intent of Section 504 of the Rehabilitation Act of 1973, need or are believed to need special education or related services because of a disability in order that such students may receive the required free appropriate education.

Educational Services

Students may be eligible for services under the provisions of Section 504 even though they do not require services pursuant to the Individuals with Disabilities in Education Act (IDEA). Students who are identified as individuals with exceptional needs, according to IDEA criteria, are not addressed under this policy.

Procedural Safeguards

The District has developed procedural safeguards for actions related to the identification, evaluation, and placement of students entitled to Section 504 protections. For questions regarding Section 504 or the District's procedural safeguards, please contact the District's Section 504/ADA Coordinator:

Director of Student Services
1226 W. Osborn Rd., Phoenix, AZ 85013
(602) 707-2013

Grievance Procedure

The District has established a grievance procedure for disability discrimination complaints. For questions regarding the District's grievance procedure, or any other information, please contact the District's Section 504/ADA Coordinator.

Adopted:

Legal Authority:

A.R.S. § 15-708

29 U.S.C. § 706

29 U.S.C. § 794, Rehabilitation Act of 1973, (Section 504)

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## © 5-202.A Procedure - Students with Disabilities (Section 504 of the Rehabilitation Act of 1973)

Child find applies to children who are suspected of having a disability even though they are advancing from grade to grade, highly mobile, such as migrant and homeless, wards of the state, private school students and homeschooled students.

Each qualified student within the District who is eligible to receive regular or special education or related aids or services, regardless of the nature or severity of the condition necessitating such programs or services, shall receive free appropriate education in the District.

A. Location and Notification

The District will annually undertake to identify and locate every qualified child with a disability residing in the District who is not receiving a public education; and take appropriate steps to notify children with disabilities and their parents/legal guardians of the District's duty under this paragraph.

B. Identification and Referral Procedures

Parents/legal guardians, teacher, or other certificated school staff may refer for identification and evaluation of the student's individual education needs, a student who they suspect needs special education or related services not available through existing programs to receive a free appropriate public education.

The Superintendent will monitor the identification and evaluation to ensure that qualified personnel participate. The identification and evaluation will be completed by persons knowledgeable about the student, the student's school history, the student's individual needs, the meaning of evaluation data, and the placement options.

The District will consider a Section 504 referral and decide whether an evaluation is appropriate after reviewing the student's education records, including academic, social, and behavioral records. If the District denies a parents'/guardians' request for an evaluation, the District will inform the parents/legal guardians of this decision in writing and provide the parents/legal guardians with a copy of the parents'/legal guardians' procedural rights.

C. Evaluation Procedures

The District has established procedures for the evaluation, re-evaluation and placement of students who, because of their disability, need or are believed to need special education or related services which ensure that:

1. Tests and other evaluation materials have been validated for the specific purpose for which they are used and are administered by trained staff in conformance with the instructions provided by their producer.

2. Tests and other evaluation materials include those tailored to assess specific areas of educational need and not just those designed to provide a single general intelligence quotient.
3. Tests are selected and administered to best ensure that, when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever other factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test purports to measure).
4. Students who have been provided special education and related services are periodically reevaluated. A reevaluation procedure consistent with the Individuals with Disabilities Education Act (IDEA) is one way of meeting this requirement.

D. Placement Procedures

In interpreting evaluation data and making placement decisions, the District:

1. draws upon information from a variety of sources, including aptitude and achievement tests, teacher recommendations, physical condition, social or cultural background, and adaptive behavior,
2. establishes procedures to ensure that information obtained from all such sources is documented and carefully considered,
3. ensures that the placement decision is made by a group of persons, including persons knowledgeable about the child, the meaning of the evaluation data, and the placement options; and
4. ensures that the student is placed in an education setting with students who are not disabled to the maximum extent appropriate to the needs of the student with a disability.

Prior to any significant change in placement, a comprehensive reevaluation of the student's needs will be conducted.

E. Education Services

For a student who has been identified as having a disability within the meaning of Section 504 and in need of special education or related aids and services, the District shall be responsible for determining what special services are needed.

The parents/legal guardians shall be invited to participate in District meetings where services for the student will be determined and shall be given an opportunity to examine all relevant records.

The District shall document the elements of the student's free appropriate public education (FAPE) under Section 504 in a document, typically referred to as a Section 504 plan. The plan will describe the regular or special education and related aids and

services the student needs and the appropriate setting in which to receive those services.

If the District determines special education or related services are not appropriate, the District will create a record stating the identification of the student as a person with a disability and state the basis for the decision that the student does not currently require special services.

Parents/legal guardians will be notified in writing of the District's final decision concerning the services to be provided.

When a Section 504 plan is developed, all staff who work with the student shall be informed of the plan.

F. Progress Monitoring

The District will review and assess the effectiveness of the student's Section 504 plan annually to determine whether special education or related services are appropriate and necessary, and that the student's needs are being met as adequately as the needs of a nondisabled student.

G. Non-Academic Services

The District provides non-academic and extracurricular services and activities in such manner as is necessary to afford students with a disability an equal opportunity for participation in such services and activities.

Nonacademic and extracurricular services and activities may include counseling services, physical recreational athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the District.

1. In providing or arranging for the nonacademic and extracurricular services and activities, including meals, recess periods, and other services and activities, the District ensures that students with disabilities participate with non-disabled peers in such activities and services to the maximum extent appropriate to the needs of the student with a disability.

2. Wherever the District provides personal, academic, or vocational counseling, guidance, or placement services to its students, it provides these services without discrimination on the basis of disability. The District ensures qualified students with disabilities are not counseled toward more restrictive career objectives than their non-disabled peers with similar interests and abilities.

3. In providing physical education courses and athletics and similar aids, benefits, or services to any of its students, the District does not discriminate on the basis of disability. If the District offers physical education courses or operates or sponsors interscholastic, club, or intramural athletics, it also provides to qualified students with a disability an equal opportunity for participation.

H. Procedural Safeguards

A student's parents/legal guardians shall receive written notice of all District decisions regarding the identification, evaluation or educational placement of a student under this procedure.

The District shall provide an opportunity for the parents/legal guardians of the student to examine relevant records.

The District shall provide an opportunity for the parents/legal guardians of the student to an impartial hearing with opportunity for participation by the student's parents/legal guardians and representation by counsel, and a review procedure. Compliance with the procedural safeguards of section 34 C.F.R. § 300.504 of the IDEA is one way of meeting this requirement.

I. Grievance and Due Process Procedures

Parents/legal guardians or students who feel unlawfully discriminated against or who have been the victim of unlawful discrimination by an agent or staff of the District or who know of such discrimination against another person concerning issues relevant to the Section 504, should file a complaint with the 504 Coordinator. If the Superintendent is the one alleged to have unlawfully discriminated, the complaint shall be filed with the Governing Board. Procedure 1-201.A provides details on how to file a complaint/grievance.

Parents/legal guardians or the District may initiate a due process hearing on a matter related to: 1) eligibility and related procedures; 2) procedural safeguards; 3) provision of a free and appropriate public education to the student; or 4) placement of the student.

An impartial hearing officer shall render a decision. The parents/legal guardians shall be notified in writing of the decision. Either party may seek review of the decision of the Section 504 hearing officer by a state or federal court of competent jurisdiction.

The parties shall abide by the decision of the Section 504 hearing officer unless the decision is appealed to a state or federal court of competent jurisdiction and the decision is stayed by the court.

J. Programs, Services and Activities not Covered by the IDEA

The District shall comply with Section 504 and with the Americans with Disabilities Act in all services, programs, or activities, including those open to parents/legal guardians or to the public. The District must provide program accessibility to parents/legal guardians with disabilities to these programs, activities, or services, and appropriate auxiliary aids and services whenever necessary to ensure effective communication, as long as the provision of the auxiliary aids results neither in an undue burden or in a fundamental alteration of the program.

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## © 5-203 Students with Disabilities (Individuals with Disabilities Education Act [IDEA])

A. Child Find

The District will ensure that all children with disabilities within its jurisdiction who are in need of special education and related services are identified, located and evaluated.

1. The District will identify, locate and evaluate all children with disabilities within its population served who are in need of special education and related services.
2. Child find must also include children who are suspected of being a child with a disability and in need of special education, including:
    a. Children who are advancing from grade to grade; and
    b. Highly mobile children, including migrant children.
3. The District will maintain a record of children who are receiving special education and related services.
4. The District shall establish, implement, and disseminate written procedures for the identification and referral of all children with disabilities from birth through twenty-one (21) years.
5. The District will require all District-based staff to review the written procedures related to child identification and referral on an annual basis and maintain documentation of the staff review.
6. Identification (screening for possible disabilities) shall be completed within forty-five (45) calendar days after:
    a. Entry of each preschool or kindergarten student and any student enrolling without appropriate records of screening, evaluation, and progress in the District; or
    b. Parent/legal guardian notification of developmental or educational concerns.
7. Screening procedures shall include vision and hearing status and consideration of the following areas:
    a. cognitive or academic;
    b. communication;
    c. motor;
    d. social or behavioral; and
    e. adaptive development.

8. For a student transferring into the District, the District shall review enrollment data and educational performance in the prior district. If there is a history of special education for a student not currently eligible for special education or an indication of inadequate progress, the name of the student shall be submitted to the administrator for consideration of the need for a referral for a full and individual evaluation or other services.
9. If a concern about a student is identified through screening procedures or review of records, the parent/legal guardian of the student shall be notified of the concern within ten (10) school days and informed of the District's procedures to follow-up on the student's needs.
10. The District shall maintain documentation of the identification procedures utilized, the dates of entry into the District, notification by the parent/legal guardian of a concern and the dates of screening. The dates shall be maintained in the student's permanent records.
11. If the screening indicates a possible disability, the name of the student shall be submitted to the administrator or designee for consideration of the need for a referral for a full and individual evaluation or other services. A parent/legal guardian or a student may request an evaluation of the student.
12. If, after consultation with the parent/legal guardian, the District determines that a full and individual evaluation is not warranted, the District shall provide prior written notice and procedural safeguards notice to the parent/legal guardian in a timely manner.

B. Parental Consent

1. If the District proposes to conduct an initial evaluation to determine if a child qualifies as a child with a disability after reviewing existing data with the parent/legal guardian and providing prior written notice, it will obtain informed consent from the parent/legal guardian of the child before collecting any additional data.
    a. Parental consent for initial evaluation must not be construed as consent for initial provision of special education and related services.
    b. The District must make reasonable efforts to obtain the informed consent from the parent/legal guardian for an initial evaluation.
2. For initial evaluations only, if the child is a ward of the state and is not residing with the child's parent/legal guardian, the District is not required to obtain consent from the parent/legal guardian if:
    a. despite reasonable efforts to do so, the District cannot discover the whereabouts of the parent/legal guardian of the child;
    b. the rights of the parent/legal guardian of the child have been terminated by the court; or

c. the rights of the parent/legal guardian to make educational decisions have been subrogated by a judge and consent for an initial evaluation has been given by an individual appointed by the judge to represent the child.

3. The District may, but is not required to, seek informed consent through due process procedures if the parent/legal guardian of a child who is enrolled or seeking to enroll in the District refuses consent for an initial evaluation.
4. The District must obtain informed consent from the parent/legal guardian of the child before the initial provision of special education and related services to the child and must make reasonable efforts to obtain that consent.
5. If a parent/legal guardian refuses consent for the initial provision of special education and related services, the District may not seek consent though due process hearing procedures. The District:
    a. will not be considered to be in violation of the requirement to provide a free appropriate public education (FAPE); and
    b. is not required to convene an individualized education program (IEP) team meeting or develop an IEP for the child.
6. If the parent/legal guardian revokes consent in writing for the continued provision of special education and related services at any time subsequent to the initial provision of special education and related services, the District:
    a. may not continue to provide special education and related services to the child but must provide prior written notice prior to ceasing the provision of special education and related services;
    b. may not utilize the due process hearing procedures;
    c. will not be considered to be in violation of the requirement to provide FAPE; and
    d. is not required to convene an IEP team meeting or develop an IEP for the child for further provision of special education and related services.
7. The District must obtain informed consent prior to conducting any reevaluation of a child with a disability.
    a. If the parent/legal guardian refuses consent, the District may utilize due process hearing procedures to seek consent but does not violate its obligation if it declines to pursue the evaluation or reevaluation.
    b. The informed parental consent for reevaluation need not be obtained if the District can demonstrate that:
        1. it made reasonable efforts to obtain such consent and has documented those attempts; and
        2. the child’s parent/legal guardian has failed to respond.

8. Parental consent is not required before:
    a. reviewing existing data as part of an evaluation or reevaluation; or
    b. administering a test or other evaluation that is administered to all children unless consent is required of the parent/legal guardian of all children prior to administration.
9. The District may not use a parent's/legal guardian's refusal to consent to one service or activity under this section to deny the parent/legal guardian or child any other service, benefit, or activity of the District, except as required by the IDEA implementing regulations.
10. If a parent/legal guardian of a child who is homeschooled or placed in a private school by the parent/legal guardian at their own expense does not provide consent for the initial evaluation or the reevaluation, or the parent/legal guardian fails to respond to a request to provide consent, the District may not utilize due process hearing procedures to seek consent.

C. Evaluation and Eligibility

A full and individual initial evaluation will be conducted by the District before the initial provision of special education and related services to a child with a disability in accordance with 34 C.F.R. §§ 300.300 through 300.311 of the IDEA regulations.

A reevaluation of each child with a disability will be conducted by the District in accordance with 34 C.F.R. §§ 300.300 through 300.311 of the IDEA regulations.

*Initial Evaluations*

1. Consistent with consent requirements of 34 C.F.R. § 300.300, either a parent/legal guardian of a child or the District may initiate a request for an initial evaluation to determine if a child is a child with a disability.
2. The initial evaluation must both:
    a. be completed within sixty (60) days of receiving parental consent for the evaluation, unless:
        i. the parent/legal guardian and the District agree that it is in the best interest of the child to extend the timeline to complete the evaluation for an additional thirty (30) days;
        ii. the child enrolls in the District from another District after the parent/legal guardian has provided consent and before the determination of eligibility by the other District. In that event, the District will ensure prompt completion of the evaluation; or

iii. the parent/legal guardian of a child with a disability repeatedly fails or refuses to produce the child for the evaluation.

b. consist of procedures to determine if the child is a child with a disability and to determine the educational needs of the child.

*Reevaluations*

1. The District will conduct a reevaluation of a child with a disability if:
    a. The District determines that the educational or related service needs, including improved academic achievement and functional performance, of the child warrant a reevaluation; or
    b. The child's parent/legal guardian or teacher requests a reevaluation.
2. The District will not conduct a reevaluation more than once a year unless the parent/legal guardian and District agree otherwise.
3. The District will conduct a reevaluation at least once every three (3) years, unless the parent/legal guardian and the District agree that a reevaluation is unnecessary.

*Evaluation Procedures*

1. The District must publish on its website and make available to parents/legal guardians its procedures related to requesting an evaluation for special education, including the District's points of contact.
2. If a parent/legal guardian requests an evaluation, the District will within fifteen (15) school days either begin the evaluation by reviewing existing data or provide a prior written notice refusing to conduct the evaluation. The sixty (60) day evaluation period commences on receipt of the signed informed consent.
3. The District will provide prior written notice to the parent/legal guardian of a child who has, or who is suspected of having, a disability, that describes the evaluation procedures that the District proposes to conduct. The consent for evaluation and prior written notice may be simultaneously provided to the parent/legal guardian following the determination that additional data are needed as a part of the review of existing data process.
4. In conducting an evaluation or reevaluation, the District will:
    a. use a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the child, including information provided by the parent/legal guardian in order to determine;
        i. whether the child is a child with a disability; and
        ii. if the child is a child with a disability, information related to enabling the child to be involved in and

progress in the general education curriculum (or for a preschool child, to participate in appropriate activities);

b. not use any single measure or assessment as the sole criterion for determining whether a child is a child with a disability and for determining an appropriate educational program for the child; and

c. use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors.

5. The District will ensure that evaluation materials and strategies:

   a. are selected and administered so as not to be discriminatory on a racial or cultural basis;

   b. are administered in the child's native language or other mode of communication and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to do so;

   c. are used for the purposes for which the assessment(s) or measure(s) are valid and reliable;

   d. are administered by trained and knowledgeable personnel;

   e. are administered in accordance with the instructions provided by the assessment publisher;

   f. are selected and administered so as to ensure that if administered to a child with impaired sensory, manual, or speaking skills, the assessment results accurately reflect the child's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child's impairments (unless those skills are the factors being measured);

   g. assess the child in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, adaptive behavior, communicative status, and motor abilities;

   h. are sufficiently comprehensive to identify all of the child's special education and related services needs, whether or not those needs are commonly associated with the child's disability; and

   i. provide relevant information that directly assists in determining the educational needs of the child.

6. Evaluations of children who transfer to or from another District in the same school year shall be coordinated with the prior and subsequent Districts, in order to expedite the completion of a full evaluation.

*Additional Evaluation Requirements*

1. As part of an initial evaluation (if appropriate), and as part of any reevaluation, the IEP team and other qualified professionals, as appropriate, will do as follows.
    a. The IEP team will review existing data on the child including:
        i. evaluations and information provided by the parent/legal guardian;
        ii. current classroom-based, local and state-wide assessments, and classroom-based observations; and
        iii. observations by teachers, and related services providers.
    b. On the basis of that review, and with input from the child's parent/legal guardian, the IEP team will identify what additional data, if any, are needed to determine:
        i. whether the child is or continues to be a child with a disability, and, if so, the educational needs of the child;
        ii. the present levels of academic achievement and related developmental needs of the child; and
        iii. whether the child needs special education and related services to enable the child to meet measurable annual IEP goals and to participate, as appropriate, in the general education curriculum.
    c. The IEP team may conduct the review without a meeting.
2. If additional data are needed, the District will administer the assessments required to obtain the additional data.
3. If additional data are not needed to determine whether the child continues to be a child with a disability, and to determine the child's educational needs, the District will notify the parent/legal guardian of:
    a. the determination and the reasons for the determination; and
    b. the right of the parent/legal guardian to request an assessment to determine whether the child continues to be a child with a disability and to determine the child's educational needs.
4. The District will evaluate a child before determining that the child is no longer a child with a disability, except when the termination is due to graduation with a regular high school diploma or the child reaching age twenty-two (22).

For the following disabilities, the full and individual initial evaluation shall include:

1. emotional disability: verification of a disorder by a qualified professional;
2. hearing impairment: an audiological evaluation by a qualified professional; and an evaluation of communication/language proficiency;
3. other health impairment: verification of a health impairment by a qualified professional;
4. specific learning disability: a determination of whether the child exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, State-approved grade-level standards, or intellectual development that meets the District's criteria through one of the following methods:
    a. a discrepancy between achievement and ability,
    b. the child's response to scientific, research-based interventions, or
    c. other alternative research-based procedures;
5. orthopedic impairment: verification of the physical disability by a qualified professional;
6. speech/language impairment: an evaluation by a qualified professional;
7. speech impairments appear to be limited to articulation, voice, or fluency problems:
    a. an audiometric screening within the past calendar year;
    b. a review of academic history and classroom functioning;
    c. an assessment of the speech problem by a speech therapist; or
    d. an assessment of the student's functional communication skills;
8. traumatic brain injury: verification of the injury by a qualified professional, and/or
9. visual impairment: verification of a visual impairment by a qualified professional.

The Arizona Department of Education maintains a list of qualified professionals, subject to review and approval by the State Board of Education..

*Determination of Eligibility*

1. Upon completion of the evaluation process, the District will ensure that:
    a. a group of qualified professionals and the parent/legal guardian of the child determine:
        i. if the child is a child with a disability under the Individuals with Disabilities Education Act and the Arizona state statutes; and
        ii. if so, the educational needs of the child; and

b. the parent/legal guardian is provided, at no cost, a copy of the evaluation report and eligibility determination.

2. A child will not be determined to be a child with a disability if the primary factor for the determination is:

    a. lack of appropriate instruction in reading, including the essential components of reading instruction (as defined in 1208(3) of the Elementary and Secondary Education Act (ESEA);

    b. lack of appropriate instruction in math; or

    c. limited English proficiency.

3. The eligibility determination, including education needs, will be based on all of the information sources used in the evaluation process, and if deemed eligible and in need of special education and related services, an IEP will be developed in accordance with 34 C.F.R. §§ 300.320 through 300.324.

*Observation*

1. The District must ensure that the child is observed in the child's learning environment, including the regular classroom setting, to document the child's academic performance and behavior in the areas of difficulty.

2. In the case of a child less than school age or out of school, a group member must observe the child in an environment appropriate for a child that age.

*Additional Procedures for Identifying Students with Specific Learning Disabilities*

The District will determine, on an individual child basis, the criteria for determining whether a child has a specific learning disability using one of the following criteria in conformity with IDEA regulations 34 C.F.R. §§ 300.307 through 300.311:

1. the state-adopted criteria based on a child's response to scientific, research-based intervention;

2. the identification of a severe discrepancy between intellectual ability and achievement or

3. other alternative research-based procedures.

If a student is found eligible as a student with a disability due to a specific learning disability, the student's IEP shall indicate whether the student has been diagnosed with dyslexia.

*Additional Group Members*

The determination of whether a child suspected of having a specific learning disability is a child with a disability must be made by the child's parent/legal guardian and a team of qualified professionals, which must include:

1. the child's regular teacher; or

2. if the child does not have a regular teacher, then a regular teacher qualified to teach children of that age; or
3. for a child of less than school age, an individual qualified by the State to teach children of that age; and
4. at least one person qualified to conduct individual diagnostic evaluations of children, such as the District psychologist, speech-language pathologist, or remedial reading teacher.

*Determining the Existence of a Specific Learning Disability*

1. A child may be determined to have a specific learning disability if:
    a. the child does not achieve adequately for the child's age or meet State-approved grade level standards in one or more of the following areas when provided with learning experiences and instruction appropriate for the child's age or meet State-approved grade level standards in:
        i. oral expression
        ii. listening comprehension
        iii. written expression
        iv. basic reading skills
        v. reading fluency skills
        vi. reading comprehension
        vii. mathematics calculation
        viii. mathematics problem solving;
    b. the child does not make sufficient progress to meet age or State-approved grade level standards in one or more of the areas in (1)(a) when using a process based on the child's response to scientific, research-based intervention; or
    c. the child exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, State-approved grade level standards, or intellectual development, that is determined by the group to be relevant to the identification of a specific learning disability, using appropriate assessments.
2. The findings of underachievement are not primarily the result of:
    a. a visual, hearing, or motor disability;
    b. intellectual disability;
    c. emotional disturbance;
    d. cultural factors;

e. environmental or economic disadvantage; or

f. limited English proficiency.

3. The group must ensure that the underachievement is not due to a lack of appropriate instruction in reading or math and must consider:

    a. data that demonstrate that prior to, or as part of, the referral process, the child was provided appropriate instruction in regular education settings, delivered by qualified personnel; and

    b. data-based documentation of repeated assessments of achievement at reasonable intervals, reflecting formal assessment of student progress during instruction, which was provided to the child's parent/legal guardian.

4. The District must promptly request parent/legal guardian consent to evaluate if, prior to referral, the child has not made adequate progress after an appropriate period of time when provided instruction described in (3)(a) and (3)(b).

*Observation*

In determining whether a child has a specific learning disability, the team must decide to:

a. use information from an observation in routine classroom instruction and monitoring of the child's performance that was done before the child was referred for an evaluation; or

b. have at least one member of the team conduct an observation of the child's academic performance in the regular classroom after the child has been referred for an evaluation and parental consent is obtained.

*Specific Documentation for the Eligibility Determination*

1. For a child suspected of having a specific learning disability, the eligibility determination must contain a statement of:

    a. whether the child has a specific learning disability;

    b. the basis for making the determination, including an assurance the determination was made in accordance with the Individuals with Disabilities Education Act;

    c. the relevant behavior, if any, noted during the observation and the relationship of that behavior to the child's academic functioning;

    d. the educationally relevant medical findings, if any;

    e. whether the child does not achieve adequately for the child's age or to meet State-approved grade level standards consistent with IDEA implementing regulations; and either (1) does not make sufficient progress to meet age or State-approved grade level standards consistent

with IDEA implementing regulations; or (2) exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, State approved grade level standards or intellectual development consistent with IDEA implementing regulations; and

f. the determination of the group concerning the effects of a visual, hearing, or motor disability; intellectual disability; emotional disturbance; cultural factors; environmental or economic disadvantage; or limited English proficiency on the child's achievement level.

2. If the child participated in a process that assessed the child's response to scientific, research-based intervention, the eligibility determination must contain:

    a. the instructional strategies used, and the student-centered data collected;

    b. the documentation that the child's parent/legal guardian was notified about the State's policies regarding the amount and nature of student performance that would be collected and the general education services that would be provided;

    c. strategies for increasing the rate of learning; and

    d. the parent's/legal guardian's right to request an evaluation.

3. Each group member must certify in writing whether the report reflects the member's conclusion. If it does not, the group member must submit a separate statement presenting the member's conclusions.

D. Free Appropriate Public Education

A free appropriate public education (FAPE) will be available to all children within the boundaries of responsibility of the District, including children with disabilities who have been suspended or expelled from the District as provided for in 34 C.F.R. § 300.530(d) of the IDEA regulations.

The District will make the determination that a child is eligible for special education and related services on an individual basis by a properly constituted team.

The District will make FAPE available to any child who needs special education and related services, even though the child has not failed or been retained in a course or grade and is advancing from grade to grade.

E. Powers of the Governing Board

1. The District will establish policy and procedures with regard to allowable pupil-teacher ratios and pupil-staff ratios within the District for provision of special education services.

2. The special education programs and services shall be provided only in a District facility that houses regular education classes or in other facilities approved by the Arizona Department of Education Division of Special Education.

F. Assistive Technology

1. The District will ensure that assistive technology devices or services or both will be available to a child with a disability, if required, as a part of:
    a. special education,
    b. related services, and
    c. supplementary aids and service.
2. On a case-by-case basis, the District will ensure the use of District-purchased assistive technology devices in a child's home or other setting, if the child's IEP team determines that the child needs access to those devices in order to receive FAPE.

G. Extended School Year Services (ESY)

1. The District will make extended District year services available as necessary to provide FAPE to children with disabilities.
    a. ESY services will be provided only if a child's IEP team determines, in accordance with 34 C.F.R. §§ 300.320 through 300.324, that the services are necessary for the provision of FAPE.
    b. Services will not be:
        i. limited to a particular category of disability; or,
        ii. unilaterally limited to the type, amount, or duration of services.
2. The ESY services that are provided to a child with a disability will:
    a. be provided beyond the normal school year of the District;
    b. be provided in accordance with the child's IEP;
    c. be provided at no cost to the parent/legal guardian of the child; and
    d. meet the standards of the State.
3. Eligibility shall be determined by the IEP team no later than forty-five (45) calendar days prior to the last day of school.
4. Participation in ESY is not mandatory and services are not required for all students with a disability.
5. Eligibility shall not be based on need or desire for any of the following:
    a. a day care or respite care;
    b. Aa program to maximize the academic potential of a student with a disability; or
    c. a summer recreation program for students with a disability.

H. Nonacademic Services

1. The District will afford children with disabilities an equal opportunity for participation in nonacademic and extracurricular services and activities including, as determined appropriate and necessary by the child's IEP team, the provision of supplementary aids and services.
2. Nonacademic and extracurricular services and activities may include but are not necessarily limited to: (a) counseling services; (b) athletics; (c) transportation; (d) health services; (e) recreational activities; (f) special interest groups or clubs sponsored by the District; and (g) referrals to agencies that provide assistance to individuals with disabilities.

I. Physical Education

1. The District will make regular physical education services available to children with disabilities to the same extent that the District provides those services to children without disabilities, unless:
    a. the child is enrolled full time in a separate facility; or
    b. the child needs specially designed physical education as prescribed in the child's IEP.
2. If a child is enrolled in a separate facility, the District will ensure that the child receives appropriate physical education services.
3. If special physical education is prescribed in a child's IEP, the District will provide for those services, either directly or through other public or private programs.

J. Program Options

The District will ensure that children with disabilities have available to them the variety of education programs and services that are available to nondisabled children, including art, music, industrial arts, consumer and homemaking education, and vocational education.

K. Routine Checking of Hearing Aids and External Components of Surgically Implanted Medical Devices

1. The District will ensure that the hearing aids worn in school by children with hearing impairments are functioning properly.
2. The District will ensure that the external components of surgically implanted medical devices (e.g., cochlear implants) are functioning properly, except that the District will not be responsible for any post-surgical maintenance, programming or replacement of any component, external or internal, of the medical device. If the devise is determined to function property, the District will notify the family.

L. Methods of Ensuring Services

1. The District may use Medicaid or other public benefits or insurance programs in which a child participates to provide or pay for services required under IDEA, as permitted under the public benefits or insurance program, except that the District:

a. may not require the parent/legal guardian to sign up for or enroll in public benefits or insurance programs to receive FAPE;

b. may not require the parent/legal guardian to incur out-of-pocket expenses such as payment of a deductible or co-pay for services required by IDEA, but may pay the cost that the parent/legal guardian otherwise would be required to pay; and

c. may not use a child's public benefit if that use would:

i. decrease lifetime benefits;

ii. result in the family paying for non-District services that would otherwise be paid for by public benefits;

iii. increase premiums or lead to discontinuation of benefits; or

iv. risk loss of eligibility.

2. The District must notify the parent/legal guardian that their refusal to allow access to public benefits does not relieve the District of its responsibility to provide all required IDEA services.

3. Prior to accessing a child's or parent's/legal guardian's public benefits or insurance for the first time, and after providing written notification to the child's parent/legal guardian, the District must obtain written parental consent.

M. Individualized Education Program

The District shall ensure that an IEP is developed and implemented for each eligible child served by the District and for each eligible child placed in or referred to a private school or facility by the District in accordance with 34 C.F.R. §§ 300.320 through 300.325 of the IDEA regulations.

*Contents of the IEP*

The contents of each IEP will include a statement of:

1. the child's present levels of academic achievement and functional performance, including:

a. how the child's disability affects the child's involvement and progress in the general curriculum; or

b. for preschool children, as appropriate, how the disability affects the child's participation in appropriate activities;

2. measurable annual goals, including academic and functional goals designed to:

a. meet the child's needs that result from the child's disability to enable the child to be involved in and make progress in the general education curriculum;

b. meet each of the child's other educational needs that result from the child's disability; and

c. for children with disabilities who take alternative assessments aligned to alternative achievement standards, a description of benchmarks or short-term objectives;

3. how the child's progress toward meeting the IEP goals will be measured and when periodic reports on the child's progress toward the goals will be provided;

4. the special education and related services to be provided to the child, the supplementary aids and services to be provided to the child or on behalf of the child, and the program modifications or supports for District personnel that will be provided to enable the child:

    a. to advance appropriately toward attaining the annual goals; and

    b. to be involved in and progress in the general education curriculum and to participate in extracurricular and other nonacademic activities with other children with disabilities and nondisabled children;

5. the extent, if any, to which the child will not participate with nondisabled children in the regular class and in extracurricular and other nonacademic activities;

6. any individual accommodations that are needed to measure the academic achievement and functional performance of the child on State and District-wide assessments; and

7. the projected date for the beginning of the services and modifications and the anticipated frequency, location, and duration of those services and modifications.

If the IEP team determines that the child must take an alternative assessment instead of a particular regular state or District-wide assessment of student achievement, the IEP must include a statement of why:

a. the child cannot participate in the regular assessment; and

b. the particular alternate assessment selected is appropriate for the child.

*IEP Team*

1. The IEP team for each child with a disability will include:

    a. the parent/legal guardian of the child;

    b. not less than one regular education teacher of the child (if the child is, or may be, participating in the regular education environment);

    c. not less than one special education teacher of the child, or where appropriate, not less than one special education provider of the child;

    d. a representative of the District who:

i. is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities;

ii. is knowledgeable about the general education curriculum;

iii. is knowledgeable about the availability of resources of the District; and

iv. may be the District team member described in (b) through (f) if the above criteria are met;

e. an individual who can interpret the instructional implications of evaluation results, who may be a member of the team described in (b) through (f);

f. at the discretion of the parent/legal guardian or the District, other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate; and

g. whenever appropriate, the child with a disability.

2. To the extent appropriate and with consent of the parent/legal guardian or the adult child, the District will invite a representative of any participating agency that is likely to be responsible for providing or paying for transition services for a child who is transitioning from the Arizona Early Intervention Program (AzEIP). Representatives from AzEIP must be invited to the initial IEP team meeting if the parent/legal guardian requests.

3. A member of the IEP team described in (1)(b) through (1)(e) is not required to attend the IEP meeting if the parent/legal guardian and the District agree in writing prior to the meeting that attendance is not necessary because the member's area of curriculum or related services is not being modified or discussed in the meeting.

4. A member of the IEP team described in (1)(b) through (1)(e) may be excused from attending the IEP meeting in whole or part when the meeting involves a modification to or discussion of the member's area of the curriculum or related services if the parent/legal guardian, and the District consent in writing to the excusal and the member submits, in writing to the IEP team, input into the development of the IEP prior to the meeting.

5. In the case of a child previously served by AzEIP, an invitation to the initial IEP team meeting must, at the request of the parent/legal guardian, be sent to the AzEIP service coordinator to assist with the smooth transition of services.

*Parent Participation*

1. The District will ensure that the parent/legal guardian of a child with a disability shall:

a. be given an opportunity to participate in meetings with respect to the identification, evaluation, educational placement and the provision of FAPE to the child;

b. be provided notice consistent with 34 C.F.R. § 300.322 to ensure they have opportunity to participate in meetings; and

c. be members of any group that makes decisions on the educational placement of their child.

2. The District will take steps to ensure the parent/legal guardian of a child with a disability are present at each IEP meeting or are afforded the opportunity to participate by:

    a. notifying the parent/legal guardian of the meeting early enough to ensure that they will have an opportunity to attend; and

    b. scheduling the meeting at a mutually agreed on time and place.

3. The meeting notice will:

    a. indicate the purpose, time, and location of the meeting and who will be in attendance; and

    b. inform the parent/legal guardian of the provisions relating to the participation of other individuals who have knowledge or special expertise about the child and of representatives of the AzEIP (if the meeting is for an initial IEP of a child transitioning from AzEIP).

    c. beginning not later than the first IEP to be in effect when the child turns 16, the notice will also:

        i. indicate that a purpose of the meeting will be the consideration of postsecondary goals and transition services;

        ii. indicate that the District will invite the student; and

        iii. identify any other agency that will be invited to send a representative.

4. If neither parent/legal guardian can attend, the District will use other methods to ensure parent/legal guardian participation, including individual or conference telephone calls.

5. A meeting may be conducted without a parent/legal guardian in attendance if the District is unable to convince the parent/legal guardian that they should attend. In this case, the District will maintain a record of its attempts to arrange a mutually agreed on time and place, such as:

    a. detailed records of telephone calls made or attempted and the results of those calls;

    b. copies of correspondence sent to the parent/legal guardian and any responses received; and

c. detailed records of visits made to the parent's/legal guardian's home or place of employment and the results of those visits.

6. The District will take whatever action is necessary to help the parent/legal guardian understand the proceedings at the IEP meeting, including arranging for an interpreter for a parent/legal guardian with deafness or whose native language is other than English.
7. The District will give the parent/legal guardian a copy of the child's IEP at no cost to the parent/legal guardian.

*When IEPs Must Be In Effect*

1. At the beginning of each school year, the District must have in effect for each child with a disability in its jurisdiction an IEP as defined in 34 C.F.R. § 300.320.
2. The District will ensure that:
    a. A meeting to develop an IEP for an eligible child is conducted within thirty (30) days of a determination of eligibility for special education and related services.
    b. As soon as possible following the development of the IEP, the services indicated in the IEP are made available to the child. An IEP will be in effect at the beginning of each school year.
3. The District will ensure that each child's IEP is accessible to each regular education teacher, special education teacher, related service provider and any other service provider who is responsible for implementing the IEP. Each teacher and related service provider will be informed of the teacher's and related serviced provider's specific responsibilities in implementing the IEP and the specific accommodations, modifications, and supports that must be provided for the child in accordance with the IEP.
4. For a child with an IEP who transfers into the District from another District in Arizona, the District, in consultation with the parent/legal guardian, will provide a free appropriate public education (including services comparable to the services described in the existing IEP) until the District:
    a. reviews and adopts the child's IEP from the previous District; or
    b. develops, adopts, and implements a new IEP.
5. For a child with an IEP who transfers into the District from another state, the District, in consultation with the parent/legal guardian, will provide a free appropriate public education (including services comparable to the services described in the existing IEP) until the District:
    a. conducts an evaluation for eligibility for special education in Arizona or determines that such an evaluation is unnecessary; and
    b. develops, adopts, and implements a new IEP, if appropriate.

6. To facilitate the transition of a child enrolling from another public education agency, either from within or from outside of Arizona, the District will take reasonable steps to promptly obtain the child's education records, including all records pertaining to special education, from the previous school in which the child was enrolled.

**7.** When a records request is received from another public agency, from either within or outside of Arizona, the District will promptly respond to the request within ten (10) school days.

*Development, Review, and Revision of an IEP*

1. In developing each child's IEP, the IEP team will consider:
    a. the strengths of the child and the concerns of the parent/legal guardian for enhancing the education of their child;
    b. the results of the initial or most recent evaluation of the child; and
    c. the academic, developmental, and functional needs of the child.
2. In consideration of special factors, the IEP team must:
    a. in the case of a child whose behavior impedes the child's learning or that of others, consider the use of positive behavioral interventions and supports, and other strategies to address that behavior;
    b. in the case of a child with limited English proficiency, consider the language needs of the child as those needs relate to the child's IEP;
    c. in the case of a child who is blind or visually impaired, provide for instruction in Braille and the use of Braille unless the IEP team determines, after an evaluation of the child's reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the child's future needs for instruction in Braille or the use of Braille) that instruction in Braille or the use of Braille is not appropriate for the child;
    d. consider the communication needs of the child, and in the case of a child who is deaf or hard of hearing, consider the child's language and communication needs, opportunities for direct communication with peers and professional personnel in the child's language and communication mode, academic level and full range of needs, including opportunities for direct instruction in the child's language and communication mode; and
    e. consider whether the child requires assistive technology devices and services.
3. The regular education teacher of a child with a disability, as a member of the IEP team, must, to the extent appropriate, participate in the development, review, and revision of the child's IEP, including the determination of:

a. appropriate positive behavioral interventions and strategies for the child; and

b. supplementary aids and services, program modifications, and/or supports for District personnel that will be provided for the child, consistent with 34 C.F.R. § 300.320(a)(4).

4. In making changes to the IEP after the annual IEP meeting, the parent/legal guardian and the District may agree to amend the IEP without a meeting for the purpose of making those changes and, instead, develop a written document to amend or modify the child's current IEP. The District must:

    a. inform all members of the child's IEP team of those changes; and

    b. upon request, provide the parent/legal guardian with the revised copy of the IEP.

5. To the extent possible, the District will encourage the consolidation of evaluation, reevaluation and IEP meetings for a child.

6. The District will ensure that the IEP team reviews the child's IEP periodically, but not less than annually, to determine if goals are being achieved, and revise the IEP, when appropriate, to address:

    a. any lack of expected progress toward the annual goals and in the general education curriculum, if appropriate;

    b. the results of any reevaluation;

    c. information about the child provided to or by the parent/legal guardian;

    d. the child's anticipated needs; and

    e. other matters.

A parent/legal guardian or the District may request in writing a review of the IEP. Such review shall take place within forty-five (45) school days of receipt of the request or at a mutually agreed upon time.

N. Least Restrictive Environment (LRE)

Children with disabilities, including children in public or private institutions or other care facilities, will be educated to the maximum extent appropriate with children who are not disabled in accordance with 34 C.F.R. §§ 300.114 through 300.117 of the IDEA regulations.

The District will ensure that special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

*Continuum of Alternative Placements*

1. The District will make available a continuum of alternative placements to meet the needs of children with disabilities for special education and related services.
2. The continuum of alternative placements will include:
    a. instruction in regular classes, special classes, special schools, home instruction, and instruction in hospitals and institutions; and
    b. supplementary services, such as a resource room or itinerant instruction, to be provided in conjunction with regular class placement.

*Educational Placements*

The District must ensure that the parent/legal guardian of a child with a disability are members of any group that makes decisions on the educational placement of their child.

1. The placement decision for each child will be:
    a. made by a group that includes the parent/legal guardian and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options;
    b. in conformity with the LRE provisions of the IDEA regulations;
    c. determined at least annually;
    d. based on the child's IEP; and,
    e. as close as possible to the child's home.
2. Unless the IEP of a child requires some other arrangement, the child will be educated in the school that the child would attend if not disabled.
3. In selecting the LRE, consideration will be given to any potential harmful effect on the child or on the quality of services that s/he needs.
4. A child with a disability will not be removed from age-appropriate regular classrooms solely because of needed modifications in the general education curriculum.

*Private Placements by the District*

1. Before the District places a child with a disability in a private school or facility, the District must initiate and conduct a meeting to develop an IEP for the child and ensure that a representative of the private school or facility attends the meeting in person or by conference call.
2. Subsequent IEP reviews may be initiated and conducted by the private school at the discretion of the District. However, the District must ensure that the parent/legal guardian and District representative:
    a. are involved in any decisions about the child's IEP; and

b. agree to any proposed changes in the IEP before those changes are implemented.

3. The District remains responsible to ensure that FAPE is provided to a child placed by the District in a private school or facility.

*Nonacademic Settings*

1. In providing or arranging for the provision of nonacademic and extracurricular services and activities, including meals, recess periods, and other nonacademic activities, the District must ensure that each child with a disability participates with nondisabled children in the extracurricular services and activities to the maximum extent appropriate to the needs of that child.

2. The District will ensure that the supplementary aids and services determined by the IEP team to be appropriate and necessary are provided to allow the child to participate in nonacademic settings during school hours.

O. Discipline

A child with a disability may be disciplined for a violation of the student code of conduct, including removal from the child's current placement to an appropriate interim alternative educational setting, another setting, suspension, or expulsion in accordance with IDEA Regulations 34 C.F.R. §§ 300.530 through 300.536.

*Authority of District Personnel*

1. On a case-by-case basis and in consideration of any unique circumstances, District personnel may remove a child with a disability who violates a student code of conduct from the child's current placement to an appropriate interim alternative educational setting, another setting, or suspension, for not more than ten (10) consecutive school days (to the extent those alternatives are applied to children without disabilities), and for additional removals of not more than ten (10) consecutive school days in that same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement under 34 C.F.R. § 300.536.

2. After a child with a disability has been removed from the child's current placement for ten (10) school days in the same school year, during any subsequent days of removal, the District must provide services to the extent required to:

    a. enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the child's IEP goals; and

    b. receive, as appropriate, a functional behavioral assessment, behavioral intervention services, and modifications that are designed to address the behavior violation so that it does not recur.

3. The District is only required to provide services during periods of removal to a child with a disability who has been removed from the child's current placement for

ten (10) days or less in that school year, if it provides services to non-disabled children similarly removed.

4. After a child with a disability has been removed from the child's current placement for ten (10) school days, and the current removal is for not more than ten (10) consecutive school days and not a change of placement, District personnel, in consultation with at least one of the child's teachers, shall determine the extent to which services are needed, so as to enable the child to continue to participate in the general education curriculum and to progress toward meeting the IEP goals.
5. If the removal is a change in placement, the child's IEP team determines the appropriate services.
6. Within ten (10) school days of any decision to change the placement of a child with a disability because of a violation of a student code of conduct, the District, parent/legal guardian, and relevant members of the IEP team must review all relevant information in the student's file, the IEP, teacher observations, and any relevant information to determine:
    a. if the conduct was caused by, or had a direct and substantial relationship to, the child's disability; or
    b. if the conduct in question was the direct result of the District's failure to implement the IEP.
7. The conduct must be determined to be a manifestation of the disability if either (6)(a) or (6)(b) occurred, and, if the IEP was not implemented, the District must take immediate steps to remedy that deficiency.
8. If the District, parent/legal guardian, and relevant members of the IEP team determine that the conduct was a manifestation of the child's disability, the child must be returned to the placement from which the child was removed, unless the parent/legal guardian and District agree to a change of placement. The IEP team must either:
    a. conduct a functional behavioral assessment, unless already done, and implement a behavioral intervention plan; or
    b. if a behavioral intervention plan has already been developed, review the plan and modify it, as necessary, to address the behavior.
9. District personnel may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to manifestation of disability if the child:
    a. carries a weapon to or possesses a weapon at school, on District premises to or at a District function;
    b. knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on District premises, or at a District function; or

c. has inflicted serious bodily injury upon another person while at school, on District premises, or at a District function.

10. The District will notify the parent/legal guardian and provide notice of procedural safeguards on the day the District determines that the student has violated the code of conduct and that the violation constitutes the basis for a change in placement (i.e., interim alternative education setting).

*Determination of Setting*

The child's IEP team determines the interim alternative educational setting for services.

*Appeal*

1. The parent/legal guardian of a child with a disability who disagrees with any decision regarding placement under 34 C.F.R. §§ 300.530 and 300.531 or the manifestation determination may appeal the decision by requesting an expedited due process hearing in conformance with 34 C.F.R. §§ 300.310 through 300.314 and A.A.C. R7-2-405.I.
2. A District that believes that maintaining the current placement of the child is substantially likely to cause injury to the child or others may request an expedited due process hearing in conformance with 34 C.F.R. §§ 300.310 through 300.314 and A.A.C. R7-2-405.I.

*Placement During Appeals*

The student must remain in the interim alternative educational setting pending the decision of the Administrative Law Judge or expiration of the interim setting, whichever comes first, unless the parent/legal guardian and District agree otherwise.

*Protections for Children Not Determined Eligible for Special Education and Related Services*

1. A non-eligible student who engaged in a behavior that violated a student code of conduct may assert protections, if the District had knowledge that the child was a child with a disability before the behavior that precipitated the disciplinary action occurred. The District must be deemed to have such knowledge if any of the following occurred:
    a. The parent/legal guardian of the child expressed concern in writing to supervisory or administrative personnel of the District school or a teacher of the child, that the child is in need of special education and related services,
    b. The parent/legal guardian of the child requested an evaluation of the child pursuant to 34 C.F.R.§§ 300.300 through 300.311,
    c. The teacher of the child, or other personnel of the District, expressed specific concerns about a pattern of behavior demonstrated by the child directly to the director of special education or to other supervisory personnel of the District or school.

2. The District is not deemed to have knowledge if the parent/legal guardian of the child:
    a. has not allowed an IDEA evaluation of the child;
    b. has refused special education services for the child; or
    c. if the child has been evaluated and determined to not be a child with a disability under IDEA.
3. If the District does not have knowledge that a child is a child with a disability prior to taking disciplinary measures against the child, the child may be disciplined in the same manner as other children without disabilities who engage in comparable behaviors.
4. If an evaluation is requested during the time in which a child is subjected to disciplinary measures, the evaluation must be conducted in an expedited manner.
    a. Until the evaluation is completed, the child remains in the educational placement determined by the District, which can include suspension or expulsion without educational services.
    b. If the child is determined to be a child with a disability, the District must provide special education and related services in accordance with IDEA and state and federal regulations, including the requirements of 34 C.F.R. §§ 300.530 through 300.536.

*Referral to and Action by Law Enforcement and Judicial Authorities*

1. The District may report a crime committed by a child with a disability to appropriate authorities to enable them to exercise their responsibilities.
2. The District in reporting a crime committed by a child with a disability will ensure that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to whom the agency reports the crime, but only to the extent permitted by the Family Education Rights and Privacy Act (FERPA).

*Change of Placement Because of Disciplinary Removals*

1. A change of placement occurs if:
    a. the removal is for more than ten (10) consecutive school days; or
    b. the child has been subjected to a series of removals that constitute a pattern:
        i. because the series of removals total more than ten (10) school days in a school year;
        ii. because the child's behavior is substantially similar to the behavior in previous incidents that resulted in a series of removals; and/or

iii. because of such additional factors as the length of each removal, the total amount of time the child has been removed, and the proximity of the removals to one another.

2. The District will determine on a case-by-case basis whether a pattern of removals constitutes a change of placement, and such determinations are subject to review through due process and judicial proceedings.

P. Records

The District shall maintain a record of parties who have obtained access to educational records collected under IDEA (other than parents/legal guardians and District employees) to include the name of the accessing party; the date of access; and the purpose.

Upon request, the District shall provide parents/legal guardians with information regarding education records. The District shall comply with requisite provisions of the IDEA and federal regulation regarding the destruction of student records once no longer needed to provide educational services.

Adopted:

Legal Authority:

A.R.S. § 15-763

A.R.S. § 15-764

Ariz. Admin. Code R7-2-408

Ariz. Admin. Code R7-2-401 *et seq.*

20 U.S.C. § 1414

34 C.F.R. § 300.101

34 C.F.R. § 300.105

34 C.F.R. § 300.106

34 C.F.R. § 300.107

34 C.F.R. § 300.108

34 C.F.R. § 300.110

34 C.F.R. § 300.113

34 C.F.R. § 300.114

34 C.F.R. § 300.115

34 C.F.R. § 300.116

34 C.F.R. § 300.117

34 C.F.R. § 300.154

34 C.F.R. § 300.300

34 C.F.R. § 300.301

34 C.F.R. § 300.303

34 C.F.R. § 300.304

34 C.F.R. § 300.305

34 C.F.R. § 300.306

34 C.F.R. § 300.307

34 C.F.R. § 300.308

34 C.F.R. § 300.309

34 C.F.R. § 300.310

34 C.F.R. § 300.311

34 C.F.R. § 300.320

34 C.F.R. § 300.321

34 C.F.R. § 300.322

34 C.F.R. § 300.323

34 C.F.R. § 300.324

34 C.F.R. § 300.325

34 C.F.R. § 300.327

34 C.F.R. § 300.530

34 C.F.R. § 300.531

34 C.F.R. § 300.532

34 C.F.R. § 300.533

34 C.F.R. § 300.534

34 C.F.R. § 300.535

34 C.F.R. § 300.536

**34 C.F.R. § 300.614**

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## © 5-204 Students with Disabilities Procedural Safeguards (Individuals with Disabilities Education Act) (IDEA)

The District will establish, maintain, and implement procedural safeguards that meet the requirements of 34 C.F.R. §§ 300.500 through 300.536 of the IDEA regulations.

Opportunity to Examine Records

The District will ensure that the parents/legal guardians of a child with a disability shall be given an opportunity to inspect and review all education records with respect to the identification, evaluation, educational placement, and the provision of FAPE to the child.

Independent Educational Evaluations

1. The parent/legal guardian of a child with a disability have the right to obtain an independent educational evaluation of their child. The District must provide to the parent/legal guardian upon request for an independent educational evaluation:
    a. information about where an independent educational evaluation may be obtained; and
    b. the District criteria applicable for independent educational evaluations. The District criteria for the independent educational evaluation must be the same as the criteria the District uses when it conducts an evaluation, to the extent consistent with the parent/legal guardian right to an evaluation.
2. A parent/legal guardian has the right to an independent educational evaluation at public expense if the parent/legal guardian disagrees with an evaluation obtained by the District. If a parent/legal guardian requests an independent educational evaluation at public expense, the District must, without unnecessary delay, either
    a. file for a due process hearing to show that its evaluation is appropriate; or
    b. ensure that an independent educational evaluation is provided at public expense, unless the District demonstrates in a hearing that the evaluation obtained by the parent/legal guardian did not meet District criteria.
3. If a due process hearing decision is that the District's evaluation is appropriate, the parent/legal guardian still has the right to an independent educational evaluation, but not at public expense.
4. If a parent/legal guardian requests an independent educational evaluation, the District may ask for the parent's/legal guardian's reasons for the objections but may not require the parent/legal guardian to provide an explanation and may not

unreasonably delay either providing the independent educational evaluation at public expense or filing a request for due process to defend its evaluation.

5. A parent/legal guardian is entitled to only one independent educational evaluation at public expense each time the District conducts an evaluation with which the parent/legal guardian disagrees.
6. The results of any independent educational evaluation that is obtained by or provided to the District:
    a. must be considered by the District, if it meets District criteria, in any decision with respect to the provision of FAPE to the child; and
    b. may be presented by any party as evidence in a due process hearing.
7. If an Administrative Law Judge requests an independent educational evaluation as part of a due process hearing, the cost of the evaluation must be at public expense.

Prior Notice by the District; Content of Notice

1. Written notice must be given to the parents/legal guardians of a child with a disability a reasonable time before the District:
    a. proposes to initiate or change the identification, evaluation or educational placement of the child or the provision of FAPE to the child; or
    b. refuses to initiate or change the identification, evaluation or educational placement of the child or the provision of FAPE to the child.
2. The notice must include:
    a. a description of the action proposed or refused by the District;
    b. an explanation of why the District proposes or refuses to take the action;
    c. a description of each evaluation procedure, assessment, record, or report the District used as a basis for the proposed or refused action;
    d. a statement that the parent/legal guardian of a child with a disability have protection under the procedural safeguards of this policy and, if the notice is not an initial referral for evaluation, the means by which a copy of a description of the procedural safeguards can be obtained;
    e. sources for the parent/legal guardian to contact to obtain assistance in understanding the provisions of this policy;
    f. a description of other options that the IEP team considered and the reasons why those options were rejected; and
    g. a description of other factors that are relevant to the District's proposal or refusal.

3. The notice must be written in language understandable to the general public and provided in the native language or other mode of communication used by the parent/legal guardian.
4. If the native language or other mode of communication used by the parent/legal guardian is not a written language, the District must ensure that:
    a. the notice is translated orally or by other means to the parent/legal guardian in the parent's/legal guardian's native language or other mode of communication;
    b. the parent/legal guardian understands the content of the notice; and
    c. there is written evidence of these requirements.

Procedural Safeguards Notice

1. A copy of the procedural safeguards available to the parent/legal guardian of a child with a disability must be given to the parent/legal guardian only one time a school year, except that a copy also must be given to the parent/legal guardian:
    a. upon initial referral or parent/legal guardian request for evaluation;
    b. upon receipt of a first complaint to the state or first request for a due process hearing in the school year;
    c. when a disciplinary change of placement /removal has been initiated; and/or
    d. upon request by a parent/legal guardian.
2. The procedural safeguards notice must include a full explanation of all the procedural safeguards available under 34 C.F.R. § 300.148, §§ 300.151 through 300.153, § 300.300, §§ 300.502 through 300.503, §§ 300.505 through 300.515, § 300.520, §§ 300.530 through 300.536, and §§ 300.610 through 300.625 relating to:
    a. independent educational evaluations;
    b. prior written notice;
    c. parental consent;
    d. access to education records;
    e. opportunity to present and resolve complaints through the due process hearing and state complaint procedures, including;
        i. the time period in which to file a complaint;
        ii. the opportunity for the District to resolve the complaint; and

iii. the difference between due process hearing and state complaint procedures, jurisdictions, issues that may be raised, timelines, and relevant procedures.

f. the availability of mediation;

g. the child's placement during the due process hearing;

h. procedures for students subject to placement in an interim alternate educational setting;

i. requirements for unilateral placements by parents/legal guardians of children in private schools at public expense;

j. due process hearings including requirements for disclosure of evaluation results and recommendations;

k. civil actions, including timelines; and

l. attorney fees.

3. This notice must meet the same requirements for understandable language as for the written prior notice described in 34 C.F.R. § 300.503.

Electronic Mail

The parent/legal guardian of a child with a disability may elect to receive required notices by an electronic mail communication if the District makes that option available.

Filing a Due Process Complaint

1. A parent/legal guardian or District may file a request for a due process hearing relating to the identification, evaluation, or educational placement of a child with a disability.
2. The request for a due process hearing must allege a violation that occurred not more than two years before the date the parent/legal guardian or District knew or should have known about the alleged violation.
3. The District must inform the parent/legal guardian of any free or low cost legal and other relevant services available in the area upon parent/legal guardian request.

Due Process Complaint (Hearing)

1. The District will have procedures that require either party, or the attorney representing a party, to provide to the other party a confidential due process complaint.
2. The party filing the complaint must forward a copy of the complaint to the Arizona Department of Education, Exceptional Student Services.
3. The due process hearing complaint must include the following for the complaint to be heard:

a. the name of the child;

b. the residential address of the child;

c. the District of attendance;

d. a description of the nature of the problem of the child relating to the proposed or refused initiation or change, including facts relating to the problem; and

e. a proposed resolution of the problem to the extent known and available to the party at the time.

4. The due process complaint will be deemed sufficient unless the party receiving the complaint notifies the Administrative Law Judge and the other party in writing, within fifteen (15) days of receipt of the complaint, that it believes the complaint does not meet the content requirements.
5. Within five (5) days of receipt of notice, the Administrative Law Judge must determine whether the complaint meets the requirements and notify the parties, in writing, of that determination.
6. The parent/legal guardian or District may amend its due process complaint only if:

    a. the other party consents in writing and is given an opportunity to resolve the complaint through the resolution process; or

    b. the Administrative Law Judge grants permission, but in no case later than five (5) days before the due process hearing begins.

7. If a party files an amended complaint, the relevant timelines begin again.
8. If the District has not sent a prior written notice to the parent/legal guardian regarding the subject matter contained in the due process complaint, it must do so within ten (10) days of receiving the complaint.
9. Within ten (10) days of receiving the complaint, the receiving party will send to the other party a response that specifically addresses the issues raised in the due process complaint.

<u>Mediation</u>

1. The Arizona Department of Education's Exceptional Student Services has established procedures to allow parties to disputes, including those matters arising prior to a request for a due process hearing, to resolve disputes through mediation. Procedures ensure that the mediation process:

    a. is voluntary on the part of the parties;

    b. is not used to deny or delay a parent's/legal guardian's right to a due process hearing or any other right under IDEA; and

    c. is conducted by a qualified and impartial mediator who is trained in effective mediation techniques.

2. The District may establish procedures to offer to the parent/legal guardian an opportunity to meet, at a time and location convenient to the parties, with a disinterested party:

    a. who is under contract with an appropriate alternate dispute resolution entity, a parent/legal guardian training and information center, or a community parent/legal guardian resource center; and

    b. who would explain the benefits of and encourage the mediation process to the parent/legal guardian.

Resolution Process

1. Within fifteen (15) days of receiving the notice of the parent's/legal guardian's due process complaint, and prior to the initiation of a due process hearing, the District must convene a meeting with the parent/legal guardian and the relevant members of the IEP team who have specific knowledge of the facts identified in the complaint that:

    a. includes a District representative with decision-making authority; and

    b. may not include an attorney of the District unless the parent/legal guardian is accompanied by an attorney.

2. The purpose of the meeting is for the parent/legal guardian of the child to discuss the due process complaint, and the factual basis of the complaint, so the District has the opportunity to resolve the dispute.

3. The resolution meeting need not be held if:

    a. the parent/legal guardian and District agree in writing to waive the meeting; or

    b. the parent/legal guardian and District agree to use the mediation process.

4. The parent/legal guardian and the District determine the relevant IEP team members to attend the meeting.

5. If the District has not resolved the complaint to the satisfaction of the parent/legal guardian within thirty (30) days of the receipt of the complaint, the due process hearing may occur. The timeline for issuing a final decision begins at the end of this 30-day period.

6. The failure of the parent/legal guardian to participate in the resolution meeting that has not been mutually agreed to be waived, will delay the timelines for the resolution process and due process hearing until the meeting is held.

7. If the District is unable to obtain the participation of the parent/legal guardian after reasonable efforts have been made and documented, the District may, at the conclusion of the 30-day period, request the Administrative Law Judge dismiss the parent's/legal guardian's complaint.

8. If the District fails to hold the resolution meeting within fifteen (15) days of receiving the complaint or fails to participate in the meeting, the parent/legal guardian may request that the Administrative Law Judge begin the hearing timeline.
9. The 45-day timeline for the due process hearing starts the day after:
    a. both parties agree in writing to waive the resolution meeting;
    b. either the mediation or resolution meeting starts, but before the end of the 30-day resolution period, if the parties agree in writing that no agreement is possible; or
    c. if both parties agree in writing to continue the mediation at the end of the 30-day resolution period, but later, one party withdraws from the mediation process.
10. If a resolution is reached at the meeting, the parties must execute a legally binding agreement that is:
    a. signed by both the parent/legal guardian and District representative who has authority to legally bind the District; and
    b. enforceable in any state court of competent jurisdiction or in a district court of the United States.
11. Either party may void the agreement within three (3) business days of the agreement's execution.

Child's Status During Proceedings

1. The child involved in the due process hearing complaint must remain in the child's current educational placement:
    a. unless a discipline appeal has been filed as provided in 34 C.F.R. § 300.533;
    b. during the pendency of any administrative or judicial proceeding regarding a due process complaint notice requesting a due process hearing under 34 C.F.R. § 300.507; or

c. Unless the District and parent/legal guardian of the child agree otherwise.

2. If the complaint involves an application for initial admission to a District school, the child, with the consent if the parent/legal guardian, must be placed in the school until the completion of all the proceedings.
3. If the complaint involves an application for initial services for a child who has turned three and is transitioning from Part C to Part B, the District is not required to provide the Part C services the child had been receiving. If the child is found eligible for special education and related services under Part B, and the parent/legal guardian consents to the initial provision of services under 34 C.F.R. § 300.300(b), then the District must provide those services that are not in dispute.

4. If the Administrative Law Judge agrees with the child's parent/legal guardian that a change of placement is appropriate, that placement must be treated as an agreement between the state and the parent/legal guardian for the purposes of (1)(c) of this section.

Surrogate Parents

1. The District will ensure that the rights of a child are protected by following the process set forth by the Arizona Department of Education to assign an individual to act as a surrogate for the parent/legal guardian when:
    a. no parent/legal guardian can be identified;
    b. after reasonable efforts are made, no parent/legal guardian can be located;
    c. the child is a ward of the state (with no foster parent); or
    d. the child is an unaccompanied homeless youth as defined by the McKinney-Vento Homeless Assistance Act.
2. The District will have a method for determining when a surrogate parent is needed and for making surrogate parent assignments.
3. The District will ensure that a person/legal guardian selected as a surrogate parent:
    a. is not an employee of the State, the agency, or any other agency that is involved in the education or care of the child;
    b. has no personal or professional interest that conflicts with the interest of the child the surrogate parent represents; and
    c. has knowledge and skills that ensure adequate representation of the child.
4. In the case of an unaccompanied homeless youth, appropriate staff of emergency shelters, transitional shelters, independent living programs, and street outreach programs may be appointed as temporary surrogate parents until a surrogate parent can be appointed that meets all the requirements of this section.

Discipline

A child with a disability may be disciplined for a violation of the student code of conduct, including removal from the student's current placement to an appropriate interim alternate educational setting, another setting, suspension, or expulsion in accordance with IDEA regulations 34 C.F.R. §§ 300.530 through 300.536.

Authority of District Personnel

1. On a case-by-case basis and in consideration of any unique circumstances, District personnel may remove a child with a disability who violates a student code of conduct from the student's current placement to an appropriate interim alternate

educational setting, another setting, or suspension, for not more than ten (10) consecutive school days (to the extent those alternates are applied to children without disabilities), and for additional removals of not more than ten (10) consecutive school days in that same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement under 34 C.F.R. § 300.536.

2. After a child with a disability has been removed from the child's current placement for ten (10) school days in the same school year, during any subsequent days of removal, the District must provide services to the extent required to:

    a. enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the student's IEP goals; and

    b. receive, as appropriate, a functional behavioral assessment, behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur.

3. The District is only required to provide services during periods of removal to a student with a disability who has been removed from the student's current placement for ten (10) school days or less in that school year, if the District provides services to students without disabilities who are similarly removed.

4. After a child with a disability has been removed from the student's current placement for ten (10) school days, and the current removal is for not more than ten (10) consecutive school days and not a change of placement, District personnel, in consultation with at least one of the child's teachers, will determine the extent to which services are needed so as to enable the child to continue to participate in the general education curriculum and to progress toward meeting the IEP goals.

5. If the removal is a change in placement, the child's IEP team determines the appropriate services.

6. Within ten (10) school days of any decision to change the placement of a child with a disability because of a violation of a student code of conduct, the District, the parent/legal guardian, and relevant members of the IEP team must review all relevant information in the student's file, the IEP, teacher observations, and any relevant information to determine:

    a. if the conduct was caused by, or had a direct and substantial relationship to, the child's disability; or

    b. if the conduct in question was the direct result of the District's failure to implement the IEP.

7. The conduct must be determined to be a manifestation of the disability if either (6)(a) or (6)(b) occurred, and, if the IEP was not implemented, the District must take immediate steps to remedy that deficiency.

8. If the District, parent/legal guardian, and relevant members of the IEP team determine that the conduct was a manifestation of the child's disability, the child must be returned to the placement from which the child was removed, unless the parent/legal guardian and District agree to a change of placement. The IEP team must either:
    a. conduct a functional behavioral assessment, unless already done, and implement a behavioral intervention plan; or
    b. if a behavioral intervention plan has already been developed, review the plan and modify it, as necessary, to address the behavior.
9. District personnel may remove a student to an interim alternate educational setting for not more than forty-five (45) school days without regard to manifestation of disability if the child:
    a. carries a weapon to or possesses a weapon at school, on District premises to or at a District function.
    b. knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on District premises, or at a District function; or
    c. has inflicted serious bodily injury upon another person while at school, on District premises, or at a District function.
10. The District will notify parents/legal guardians and provide notice of procedural safeguards on the day the District determines that the student has violated the code of conduct and that the violation will result in a change in placement (i.e., interim alternate education setting).

Determination of Setting

The child's IEP team determines the interim alternate educational setting for services.

Appeal

1. The parent/legal guardian of a child with a disability who disagrees with any decision regarding placement under 34 C.F.R. § 300.530 and § 300.531 or the manifestation determination may appeal the decision by requesting an expedited due process hearing in conformance with 34 C.F.R. §§ 300.310 through 300.314 and AAC R7-2-405.I.
2. If the District believes that maintaining the current placement of the child is substantially likely to cause injury to the child or others it may appeal the decision by requesting an expedited due process hearing in conformance with 34 C.F.R. §§ 300.310 through 300.314 and AAC R7-2-405.I.

Placement During Appeals

The student must remain in the interim alternate educational setting pending the decision of the Administrative Law Judge or expiration of the interim setting, whichever comes first, unless the parent/legal guardian and District agree otherwise.

Protections for Children Not Determined Eligible for Special Education and Related Services

1. A non-eligible student who engaged in a behavior that violated a student code of conduct may assert protections, if the District had knowledge that the child was a child with a disability before the behavior that precipitated the disciplinary action occurred. The District must be deemed to have such knowledge if:
    a. the parent/legal guardian of the child expressed concern in writing to supervisory or administrative personnel of the District or a teacher of the child, that the child is in need of special education and related services
    b. the parent/legal guardian of the child requested an evaluation of the child pursuant to 34 C.F.R. §§ 300.300 through 300.311; or
    c. the teacher of the child or other personnel of the District expressed specific concerns about a pattern of behavior demonstrated by the child directly to the director of special education or to other supervisory personnel of the District.
2. The District would not be deemed to have knowledge if the parent/legal guardian of the child:
    a. has not allowed an IDEA evaluation of the child;
    b. has refused special education services for the child; or
    c. the child has been evaluated and determined not to be a child with a disability under IDEA.
3. If the District does not have knowledge that a child is a child with a disability prior to taking disciplinary measures against the child, the child may be disciplined as other children without disabilities who engage in comparable behaviors.
4. If an evaluation is requested during the time in which a child is subjected to disciplinary measures, the evaluation must be conducted in an expedited manner.
    a. Until the evaluation is completed, the child remains in the educational placement determined by the District, which can include suspension or expulsion without educational services.
    b. If the child is determined to be a child with a disability, the District must provide special education and related services in accordance with this part, including the requirements of 34 C.F.R. §§ 300.530 through 300.536.

Referral to and Action by Law Enforcement and Judicial Authorities

1. The District may report a crime committed by a child with a disability to appropriate authorities to enable them to exercise their responsibilities.
2. The District in reporting a crime committed by a child with a disability, will ensure that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to whom the District reports the crime, but only to the extent permitted by FERPA.

Change of Placement Because of Disciplinary Removals

1. A change of placement occurs if:
    a. The removal is for more than ten (10) consecutive school days; or
    b. The child has been subjected to a series of removals that constitute a pattern
        i. because the series of removals total more than ten (10) school days in a school year;
        ii. because the child's behavior is substantially similar to the behavior in previous incidents that resulted in a series of removals; and
        iii. because of such additional factors as the length of each removal, the total amount of time the child has been removed, and the proximity of the removals to one another.
2. The District will determine on a case-by-case basis whether a pattern of removals constitutes a change of placement, and such determinations are subject to review through due process and judicial proceedings.

Adopted:

Legal Authority:

20 U.S.C. § 1415

34 C.F.R. § 300.501

34 C.F.R. § 300.502

34 C.F.R. § 300.503

34 C.F.R. § 300.504

34 C.F.R. § 300.505

34 C.F.R. § 300.506

34 C.F.R. § 300.507

34 C.F.R. § 300.508

34 C.F.R. § 300.510

34 C.F.R. § 300.518

34 C.F.R. § 300.519

34 C.F.R. § 300.520

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## © 5-205 Gifted Education Programs and Services

Definitions

"Gifted education" means appropriate academic course offerings and services that are required to provide an educational program that is an integral part of the regular school day and that is commensurate with the academic abilities and potential of a gifted student.

"Gifted student" means a child who is of lawful school age, who due to superior intellect or advanced learning ability, or both, is not afforded an opportunity for otherwise attainable progress and development in regular classroom instruction and who needs appropriate gifted education services, to achieve at levels commensurate with the child's intellect and ability.

Gifted Programs

The District shall provide gifted education to gifted students. The District shall modify the course of study and adapt teaching methods, materials and techniques to provide educationally for those students who are gifted and possess superior intellect or advanced learning ability, or both, but may have an educational disadvantage resulting from a disability or a difficulty in writing, speaking or understanding the English language due to an environmental background in which a language other than English is primarily or exclusively spoken. Identification of gifted students shall be based on tests or subtests that are demonstrated to be effective with special populations including those with a disability or difficulty with the English language.

Adopted:

Legal Authority:

A.R.S. § 15-779

A.R.S. § 15-779.01

A.R.S. § 15-779.02

Ariz. Admin. Code R7-2-406

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## © 5-205.A Procedure - Gifted Education Programs and Services - Eligibility and Services

A. Eligibility

The District shall make testing available for students K through 8 on a periodic basis but not less than three times per year.

Students shall be served in gifted programs who score at or above the 97th percentile on national norms in any one of the three areas - verbal, nonverbal, or quantitative reasoning - on any test from the State Board-approved list. Students who score below the 97th percentile may also be served.

The District shall accept, as valid for placement, scores at or above the 97th percentile on any State Board-approved test submitted by other Arizona public schools or by qualified professionals.

The District shall place transfer students as soon as the District has verified eligibility.

B. Curriculum, Differentiated Instruction, and Supplemental Services

Programs and services for gifted pupils shall be provided as an integrated, differentiated learning experience during the regular school day.

Expanded academic course offerings may include, for example, one or more of the following: acceleration, enrichment, flexible pacing, interdisciplinary curriculum, and seminars.

Differentiated instruction, which emphasizes the development of higher order thinking, may include critical thinking, creative thinking, and problem-solving skills.

Supplemental services, which may be offered to meet the individual needs of each gifted student, may include, for example, guidance and counseling, mentorships, independent study, correspondence courses, and concurrent enrollment.

C. Scope and Sequence

The District shall develop a scope and sequence for the identification process of and curriculum modifications for gifted pupils to ensure that gifted pupils receive gifted education commensurate with their academic abilities and potentials.

The scope and the sequence shall:

1. Be a written program description which demonstrates articulation across all grades and schools to ensure opportunities for continuous progress and include:
    a. Statement of purpose;
    b. General population description;
    c. Identification process and placement criteria including provisions for special populations;

d. Goals and objectives;

e. Curriculum, differentiated instruction, and supplemental services;

f. Program models;

g. Time allocations for services;

h. Procedures and criteria for evaluation of student and program outcomes.

2. Provide for routine screening for gifted pupils using one or more tests adopted by the state board as prescribed in A.R.S. § 15-203.A(15) and A.R.S. § 15-779.01.

3. Include an explanation of how gifted education for gifted pupils differs from regular education in such areas as:

   a. Content, including a broad-based interdisciplinary curriculum.

   b. Process, including higher level thinking skills.

   c. Product, including variety and complexity.

   d. Learning environment, including flexibility.

4. Include criteria, which shall be reviewed by the Arizona Board of Education and the department of education at least once every four years, that address the elements of program design, identification, curriculum, instruction, social development, emotional development, professional development of administrators, teachers, school psychologists and counselors, parent's/legal guardian's involvement, community involvement, program assessment and budgeting. The budget information shall include separate data on identification and program costs and any other data required by the Superintendent of Public Instruction to administer and evaluate the program effectively.

The District shall submit the scope and the sequence to the Arizona Department of Education for approval on or before July 1 if any changes were made during the previous fiscal year.

The District shall submit the scope and the sequence to the Arizona Department of Education for approval on or before July 1 every five years if no changes were made during the previous five years. The District shall provide to gifted pupils gifted education commensurate with their academic abilities and potentials.

D. Parent Involvement

The District shall provide the following information to all parents/legal guardians:

1. definition of a gifted student;

2. services mandated for gifted students by the state of Arizona;

3. services available from the District; and

4. written criteria of the District for referral, screening, selection and placement.

The District shall inform parents/legal guardians of the results of the District administered test(s) within thirty (30) school days of determining test results and, upon request, provide an explanation of test results.

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## © 5-206 English Instruction

District students shall be taught English in English language classrooms unless a student meets the exceptions outlined in A.R.S. § 15-753.

Adopted:

Legal Authority:

42 U.S.C. § 2000d *et seq.*

A.R.S. § 15-751-756

A.R.S. § 15-756.02 through § 15-756-05

A.R.S. § 15-756.08

A.R.S. § 15-756.10 through § 15-756.13

A.R.S. § 15-757

Ariz. Admin. Code R7-2-306

Ariz. Admin. Code R7-2-310

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## English Instruction

## © 5-206.A Procedure - English Instruction Programs and Waivers

A. Definitions

"Bilingual education/native language instruction" means a language acquisition process for students in which much or all instruction, textbooks, or teaching materials are in the student's native language other than English.

"English language classroom" means a classroom in which English is the language of instruction used by the teaching personnel, and in which such teaching personnel possess a good knowledge of the English language. English language classrooms encompass both English language mainstream classrooms and sheltered English immersion classrooms.

"English language mainstream classroom" means a classroom in which the students either are native English language speakers or already have acquired reasonable fluency in English.

"English learner" means a student who does not speak English or whose native language is not English, and who is not currently able to perform ordinary classroom work in English.

"Sheltered English immersion" or "structured English immersion" means an English language acquisition process for young children in which nearly all classroom instruction is in English but with the curriculum and presentation designed for children who are learning the language. Books and instructional materials are in English and all reading, writing, and subject matter are taught in English. Although teachers may use a minimal amount of the child's native language, when necessary, no subject matter shall be taught in any language other than English, and children in this program learn to read and write solely in English. This educational methodology represents the standard definition of "sheltered English," or "structured English" found in educational literature.

"Compensatory instruction" means educational services, such as tutoring, after school classes or academic summer camps designed to assist students achieving academic standards.

"English language development" means instruction designed specifically for English language learners to develop their listening, speaking, reading, and writing skills in English.

"Primary home language other than English" means the language most spoken in the home, the language most spoken by the student, or the first acquired language.

B. Sheltered English Immersion

All students who are English learners shall be educated through sheltered English immersion during a temporary transition period not normally intended to exceed one year. Once English learners have acquired a good working knowledge of English based on the state English proficiency assessment and are able to do regular schoolwork in

English, they shall no longer be classified as English learners and shall not require the EL designated instructional minutes.

C. Program

Each school shall use research based Structured English Instruction (SEI) models developed and approved by the Arizona State Board of Education for their English Learner (EL) program. All ELs are to be provided with appropriate daily English language development and instruction that include a minimum of one hundred and twenty (120) minutes per day of English language development (ELD) for grades K-5, and a minimum of one hundred (100) minutes per day of ELD for grades 6-12. Additionally, approved instructional models must adhere to the following criteria:

- provide coherent instruction aligned with the state's English Language Proficiency Standards;
- include oral and written language instruction, including structured opportunities to develop verbal and written skills and comprehension strategies;
- include access to complex language content through grade level textbooks with appropriate supports;
- include an asset-based approach to language teaching to move toward emergent bilinguals versus English learners; and
- include parental engagement strategies.

The District's Language Acquisition Department or Superintendent will annually review the required EL program specifics with all instructional staff and provide aligned professional development.

D. Student Identification

A home language survey form will be completed at the time of enrollment of new or transfer students. If the primary home language is a language other than English, the student shall be considered to have a primary or home language other than English. The student will then be assessed using the state language proficiency assessment to determine English language proficiency. The timeline to test and notify parents/legal guardians of results is thirty (30) calendar days for those students who enroll at the beginning of the school year or within ten (10) school days of a student's enrollment in school after the first 30 calendar days of school.

Those students who are determined not proficient using the state English language proficiency assessment upon initial entry shall be administered a state English language reassessment typically after February 1st to measure language growth and proficiency. New and continuing ELs may be assessed at the midpoint of the academic year, but no student may be assessed more than three times per year. The midyear assessment (not a wholesale assessment of all students) will provide those who warrant assessment an opportunity to enter a mainstream classroom as soon as possible.

The tests will be administered at the times indicated by trained personnel except when federal grants require different timelines or when an individualized education program

(IEP) team finds the procedure inappropriate for a student who qualifies for exceptional student services.

E. Student Progress and Reassessment for Reclassification

At least annually, parents/legal guardians shall receive a notice of overall student proficiency level, all four language domains and program placement through a copy of the language assessment report and teacher conference.

ELs not progressing as evidenced by failure to improve scores on the Arizona state standards tests or the nationally standardized test of A.R.S. § 15-741 may be provided compensatory instruction to assist them in achieving those standards. A written individualized compensatory plan that documents the scope and type of instructional services provided to an EL shall be kept in the student's file.

Reassessment of classification may take place following assessment testing but shall be considered at least once a year. If appropriate, parents/legal guardians shall receive a reclassification notice with a copy of the notice to be placed in the student EL file.

When a student is reclassified as a fluent English language (FEL) student, the school shall monitor the student for two years after the reclassification to determine if the student is performing satisfactorily. Students will be monitored in reading, writing and mathematics skills and mastery of academic content areas. Assessment data of progress should be included in the two-year monitoring form. The form shall be maintained in the student's EL file.

F. Bilingual Instruction/Native Language Instruction Exception

Individual schools in which twenty or more students of a given grade level receive parental exception waivers shall offer classes teaching English and other subjects through bilingual education techniques or other generally recognized educational methodologies permitted by law. Where the individual school is not required to offer these classes, students shall be permitted to transfer to a school in which such a class is offered.

G. Prerequisites for Parental Exception Requests

Parents/legal guardians may apply annually for a waiver of the requirement that their student be placed in an English language classroom pursuant to A.R.S. § 15-752 by submitting prior written informed consent. In order to provide informed written consent a parents/legal guardians must:

- physically visit the student's school, and
- receive a full description of the educational materials to be used in the different educational program choices and a description of all education opportunities available to the student.

H. Parental Exception Waiver

After meeting the above prerequisites, an application for waiver may be submitted if one or more of the following applies:

1. The student already possesses good English language skills, as measured by oral evaluation or standardized tests of English vocabulary comprehension, reading, and writing where the student scores.
2. The student is at or above the state average for the student's grade level or at or above the fifth-grade average, whichever is lower.
3. The student is age ten or older, and it is the informed belief of the school principal and educational staff that an alternative course of educational study would be better suited to the student's overall educational progress and rapid acquisition of basic English language skills.
4. The student has special individual needs. A decision to issue a waiver based on a student's special individual needs is made subject to the examination, approval, and authorizing signature of the Superintendent within, but not limited to, the following guidelines:
    a. The student must have been placed in an English language classroom for not less than thirty calendar days during the current school year.
    b. It is the informed belief of the principal and educational staff that the child has such special and individual physical or psychological needs, above and beyond the lack of English proficiency, and that an alternative course of educational study would be better suited to the student's overall educational development and rapid acquisition of English.
    c. A waiver based on a student's special individual needs is subject to the examination, approval, and authorizing signature of the Superintendent.
    d. A written description of not less than two hundred fifty (250) words documenting the student's special individual needs must be provided and permanently added to the student's official school record.
    e. The waiver must contain the original and authorizing signature of the school principal and Superintendent.
    f. If the student has been determined to be a student with a disability under the Individuals with Disabilities Education Act, all procedural safeguards, including those relative to evaluation and the provision of a free appropriate public education must be followed.
    g. If the student has been determined to be a student with a disability under Section 504 of the Rehabilitation Act of 1973, evaluation, and such accommodations as are necessary to provide a free appropriate public education shall be provided in accordance with the Act.
    h. Teachers and the District may reject waiver requests regarding special individual needs without explanation or legal consequence. The existence of such special individual needs shall not compel issuance of a waiver.
    i. Parents/legal guardians shall be fully informed of the right to refuse to agree to a waiver for special individual needs.

I. Denial of Waiver

Any request that does not meet the above requirements shall be denied. The reasoning behind the denial must be provided in writing to the parents/legal guardians.

J. Duration of Waiver

All waivers shall be effective for one year. Parents/legal guardians are permitted to submit waiver applications annually.

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## © 5-207 Curriculum Adoption

Definition

"Textbook" means printed instructional materials or digital content, or both, and related printed or non-printed instructional materials, that are written and published primarily for use in school instruction and that are required by a state educational agency or a local educational agency for use by students in the classroom, including materials that require the availability of electronic equipment in order to be used as a learning resource.

Purpose

The Arizona legislature has declared that public school students should be taught to treat and value each other as individuals and not be taught to resent or hate other races or classes of people.

The District shall not include in its program of instruction any courses or classes that include any of the following:

1. promote the overthrow of the United States government;
2. promote resentment toward a race or class of people;
3. are designed primarily for students of a particular ethnic group; or
4. advocate ethnic solidarity instead of the treatment of students as individuals.

The above shall not be construed to restrict or prohibit:

1. courses or classes for Native American students that are required to comply with federal law;
2. the grouping of students according to academic performance, including capability in the English language, which may result in a disparate impact by ethnicity;
3. courses or classes that include the history of any ethnic group and that are open to all students, unless the course or class—promotes the overthrow of the United States government; promotes resentment toward a race or class of people; is designed primarily for students of a particular ethnic group; or advocates ethnic solidarity instead of the treatment of students as individuals;
4. courses or classes that include the discussion of controversial aspects of history; or
5. instruction on the Holocaust, any other instance of genocide, or the historical oppression of a particular group of people based on ethnicity, race, or class.

Curriculum Adoption K-8

The Governing Board shall approve for grades K-8 the course of study, the basic textbook for each course and all units recommended for credit under each general subject title prior to implementation of the course.

Enforce the course of study and select all textbooks used grades K-8 and purchase the textbooks from the publishers. District funds may be budgeted and expended by the Board for teaching aids, including instructional computer software.

For courses that do not require that each student have a textbook other than for classroom instruction, the District need only purchase one textbook for each student in the largest group that would be receiving classroom instruction at any one time.

If any course does not include a basic textbook, the Board shall approve all supplemental books used in the course prior to approval of the course.

If any course includes a basic textbook and uses supplemental books, the Board may approve all supplemental books and teaching aids, including instructional computer software, that are used in the course prior to approval of the course.

If the course includes a basic textbook and uses supplemental books that have not been approved by the Board at the time of approval of the course, a teacher may use the supplemental books at any time during the school year. Use of the supplemental books shall be brought to the attention of the Board during the school year in which they are added for ratification.

Before approval of textbooks for grades K-8, the Board shall:

1. require that all meetings of committees authorized for the purposes of textbook review and selection be open to the public in accordance with Arizona's open meeting laws; and
2. make available at the District office for review by the public, for a period of sixty (60) days prior to formal selection of textbooks, a copy of each textbook that is being considered for selection.

Adopted:

Legal Authority:

A.R.S. § 15-111

A.R.S. § 15-112

A.R.S. § 15-721

A.R.S. § 15-722

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## © 5-208 Availability of and Access to Instructional Materials and Activities

Definitions

"Harmful material" includes learning materials or activities that contain sexual content, violent content, or profane or vulgar language or if the material/activity questions beliefs or practices in sex, morality, or religion.

"Sexually explicit material" is as defined in A.R.S. § 15-120.03(C).

Access to Instructional Materials

On written request, parents or legal guardians shall have access to instructional materials currently used by or being considered for use by the District. At least one (1) copy of instructional material must be made available for review. Printed textbooks, supplemental books and other printed subject matter may be checked out and removed from District premises for up to forty-eight (48) hours. All other materials, including films, may be reviewed only on District premises.

A copy of each textbook considered for selection shall be available for public review for a period of sixty (60) days prior to formal selection.

Parents/legal guardians who object to any learning material or activity on the basis that the material or activity constitutes harmful material may withdraw their children from the activity or from the class or program in which the material is used by submitting an objection to their child's school.

An objection must be made in writing to the principal by the individual student's parents/legal guardians and contain a specific description of the activity or instructional material objected to. The objection must state that the parents/legal guardians understands that the concepts or information may not be covered in any other matter and that the student may not be able to make up the material or activity in any other way.

Standardized testing material cannot be objected to as harmful material and is not subject to the review process described above.

Sexually Explicit Materials

Except as authorized pursuant to A.R.S. § 15-711 and Policy 5-218, the District shall not refer students to or use any sexually explicit material unless:

1. The exempted material possesses serious educational value for minors or possesses serious literary, artistic, political or scientific value.
2. The District obtains written parental consent on a per material basis before referring a student to or using the exempted material.

Adopted:

Legal Authority:

A.R.S. § 15-102

A.R.S. § 15-113

A,R,S, § 15-120.03

A.R.S. § 15-711

A.R.S. § 15-721

A.R.S. § 15-722

A.R.S. § 15-730

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## © 5-208.A Procedure - Availability of and Access to Instructional Materials and Activities

Upon receipt of a valid, written objection from a parent or guardian, the principal shall forward a copy of the written objection to the Superintendent along with a recommendation on whether to grant or deny removal of the student from the instruction or activity.

Upon receipt of a valid, written objection from a parent or guardian, the principal, in consultation with the District's curriculum leadership, shall determine whether to grant or deny removal of the student from the instruction. If it is determined that the student should be removed from the instruction, the student will be provided an alternative assignment substantially equivalent in academic rigor and time to complete.

No penalty will accrue to the student in grades or credit unless the objection removes a student from a substantial portion of a class. All promotion and credit decisions will be based on applicable District policies.

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## © 5-209 School Libraries, Media, and Resource Centers

The District shall be responsible for the care of the library, media or resource center with the assistance of District librarian or other qualified individual appointed by the Governing Board. When requested, the Board shall report on the libraries to the County School Superintendent on forms supplied by the Superintendent of Public Instruction.

The Superintendent shall annually recommend to the Board an expenditure level for the purchase of library books, materials, and electronic media. The Superintendent shall establish procedures for the removal of books, materials, and electronic media.

The District shall:

- enforce the rules prescribed for school libraries;
- exclude from school libraries all books, publications and papers of a sectarian, partisan or denominational character, except where permitted under the law;
- allow students of suitable age who attend the school to use the facility free of charge; and
- develop policies and procedures regarding the use of the facility by the general public.

Access

If the District employs a full time library media specialist or its equivalent and does not have an agreement with county free library districts, municipal libraries or other entities pursuant to A.R.S. § 15-362(d), then the District shall develop procedures to allow for parents to have access to:

- the school library's collection of available books and materials; and
- a list of books and materials borrowed from the library by their child or children.

The District shall make available on the District's website for review by the public a list of all books and materials purchased for any of the District's school libraries for a period of at least sixty (60) days after the purchase. This does not include books and materials purchased to replace a lost or damaged item. The District shall ensure that each school notifies the parents of each enrolled student regarding the opening and closing dates of the public review no less than seven (7) days prior to the opening date.

Adopted:

Legal Authority:

A.R.S. § 15-102

A.R.S. § 15-362

A.R.S. § 15-535

A.R.S. § 15-717.01

A.R.S. § 15-721

A.R.S. § 15-722

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## © 5-210 Special Interest Materials

Pursuant to A.R.S. § 15-341 and A.R.S. § 15-535 the District shall exclude from schools all books, publications, papers, or audiovisual materials of a sectarian, partisan, or denominational character.

A teacher who uses sectarian or denominational books or teaches any sectarian doctrine or conducts any religious exercises in school, unless teaching an authorized class described above, is guilty of unprofessional conduct.

All supplementary materials intended for classroom use (printed materials, models, films, slides, pictures, charts, or other educational materials) must be approved in accordance with District policies.

Adopted:

Legal Authority:

A.R.S. § 15-341

A.R.S. § 15-535

A.R.S. § 15-717.01

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## © 5-211 Class Size

Regular Education

The District is responsible for providing adequate staffing based on student needs, legal requirements for curriculum and instructional delivery, and budgetary resources.

The Superintendent shall make staffing recommendations annually within the budgetary process that are individualized to the District's adopted ratio of students per class.

Special Education

The District will strive to maintain the recommended student-teacher ratios in accordance with the District's procedure. If a class or caseload requires increased capacity, the school will work in conjunction with the Special Education Director to decide what support is necessary.

Adopted:

Legal Authority:

A.R.S. § 15-341

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## Class Size

## © 5-211.A Procedure - Class Size - Special Programs

The following are recommended class sizes.

**Preschool**

Developmentally Delayed (Cross Categorical)

Instructional Aide - two sessions a day

General Education Certified teacher - no more than 25% special education students per session

Special Education Certified teacher - no more than 12 students per session

Itinerant - no more than 25 students per caseload

**Elementary (K-6)**

Medically Fragile/Moderate to Severe Specialized Classroom

One Full Time Equivalent (FTE) Teacher to every 12 students with disabilities.

Two Full time Equivalent Aides to every specialized classroom.

Resource

One Full Time Equivalent (FTE) Teacher to every 25-28 students with disabilities.

One Half-time Equivalent Aide to each resource classroom.

Specialized Instruction (Self-Contained)

One Full Time Equivalent (FTE) Teacher to every 12 students with disabilities.

Two Full time Equivalent Aides to every specialized classroom.

## Junior High [or Middle School]

Medically Fragile/Moderate to Severe Specialized Classroom

One Full Time Equivalent (FTE) Teacher to every 12 students with disabilities.

Two Full time Equivalent Aides to every specialized classroom.

Resource

One Full Time Equivalent (FTE) Teacher to every 25-28 students with disabilities.

One Half-time Equivalent Aide to each resource classroom.

Specialized Instruction (Self-Contained)

One Full Time Equivalent (FTE) Teacher to every 12 students with disabilities.

Two Full time Equivalent Aides to every specialized classroom.

Itinerant Teachers

For students who are deaf and hard of hearing or visually impaired, the recommended caseload is 20 contact hours per teacher per week.

## Related Services

Occupational and Physical Therapy (based on an 8-hour workday)

- With an assistant - 5 hours a day with students, 3 hours a day on additional workload
- Without an assistant - 5.5 hours a day, 2.5 hours a day on additional workload

Speech and Language Impairment

- No more than 55 in a caseload without support of an assistant
- A caseload above 55 will require addition of an assistant(s) depending on the number of hours required to be performed.

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## © 5-212 Student Clubs and Activities

Noncurricular Student Clubs

The District permits noncurricular student groups on campus [for the grades seven (7) and eight (8). The Superintendent shall adopt procedures to ensure that noncurricular student groups meet the requirements of the 20 U.S.C. § 4071 *et seq.* (the Equal Access Act) and A.R.S. § 15-720.

Student Activities Fund

The Superintendent shall develop procedures to ensure that all funds in the student activities fund comply with the requirements of A.R.S. §§ 15-1121 through 1124.

Adopted:

Legal Authority:

A.R.S. § 15-720

A.R.S. § 15-1121

A.R.S. § 15-1122

A.R.S. § 15-1123

A.R.S. § 15-1124

20 U.S.C. § 4071 *et seq.*

20 U.S.C. § 7905

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## © 5-212.A Procedure - Student Clubs and Activities - Student Groups

A. Definitions

"Extracurricular student group" means a student organization that is directly supported and sponsored by the District and whose activities directly relate to classes for which students receive credit toward graduation.

"Noncurricular student group" means any student organization other than a curricular student group or an extracurricular student group or whose activities do not substantially enhance, extend or reinforce the subject matter of an academic course that is currently offered at the school.

"Non-Instructional time" means time set aside by the school before actual classroom instruction begins or after actual instruction ends, including the lunch period or any period during which student attendance is not required.

"Non-School person" means any individual or group whose funding or leadership originates from anywhere other than the District or funds raised by students in the student activity fund.

"Faculty advisor" means an employee of the District who is charged with supervising and ensuring the orderly conduct of a noncurricular student group.

"Faculty sponsor" means an employee of the District who is charged with supervising and leading students in a curricular student group or an extracurricular student group.

B. Extracurricular Student Groups

All extracurricular student groups must:

1. directly relate to or support a course, class, or subject for which students may receive academic credit;
2. align with the educational goals of the District;
3. not engage in any activity that implies the District's endorsement of any political or religious views or beliefs; and
4. have a faculty sponsor who oversees the activities of the curricular student group.

C. Noncurricular Student Groups

The District permits noncurricular student groups.

All noncurricular student groups must:

1. be student-led, student-initiated, and subject to voluntary participation;
2. occur during non-instructional time;
3. have a faculty advisor who supervises meetings and activities (see below); and

4. have equal access to school facilities (see below).

D. Faculty Advisor

Faculty advisors attend meetings and activities of noncurricular student groups to ensure the care on proper use of school facilities. The District may not require any employee to serve as a faculty advisor for any noncurricular student group or attend or participate in any meeting or activity whose content is contrary to the employee's beliefs.

Faculty advisors should:

1. ensure the proper use of school facilities;
2. ensure that noncurricular student groups follow district policies and procedures and school regulations;
3. ensure student safety; and
4. answer questions from student leaders regarding the availability of school facilities and resources.

E. Religious Noncurricular Student Groups

Faculty advisors do not actively participate in or sponsor noncurricular student groups whose meetings and activities are religious in nature.

Faculty advisors for religious noncurricular student groups may not:

1. recruit students for participation;
2. recruit guest speakers;
3. select student leaders;
4. proactively make announcements (as opposed to relaying announcements per school announcement policies);
5. participate actively in student discussions, prayer, etc.;
6. require any person to participate in prayer or any religious activity;
7. influence the content of any student prayer or religious activity; or
8. hold themselves out as "sponsors" or "leaders" of the student club.

F. Participation of Outside Groups

Non-school persons may not: (a) direct, conduct, control, or regularly attend meetings or activities of any noncurricular student group; or (b) select the student leadership or faculty advisor for any noncurricular student group. The principal of each school may place reasonable limitations on participation by non-school persons in noncurricular student groups as long as such limitations are applied uniformly to all noncurricular student groups within the school.

G. Access to School Facilities

School facilities must be provided to noncurricular student groups on a uniform and equal basis. A noncurricular student group may not be denied access to announcements, space in school publications, computers, printers, etc., if such access is granted to another noncurricular student group.

H. Prohibited Activities

Notwithstanding any statement in this Procedure to the contrary, the principal may:

1. place limits on the size of meetings of noncurricular student groups as long as such limits are applied uniformly to all noncurricular student groups;
2. prohibit any unlawful content associated with a noncurricular student group; and
3. restrict, cancel, or prohibit the meeting of a noncurricular student group if the meeting would materially and substantially interfere with the orderly conduct of educational or operational activities within the school.

I. Duties of the Principal

The principal shall ensure that all groups classified as extracurricular student groups meet the criteria set forth in this Procedure. The principal shall also ensure that information regarding other school-sponsored or approved student activities is available to parent/legal guardian upon request.

The principal of each school shall maintain a list of all active student groups that includes the name of the group, the name of the faculty sponsor or faculty advisor, and a general description of the purpose and nature of the student group. The list shall include the classification of each group as curricular, extracurricular, and noncurricular. In the case of extracurricular student groups, the list shall include the credit-earning courses that directly relate to the extracurricular student group.

The list of student groups shall be made available to students and the parent/legal guardian of a student upon request.

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## © 5-212.B Procedure - Student Clubs and Activities - Student Activities Fund

All funds raised in accordance with District policies and procedures or with specific approval of the Governing Board by the efforts of students in support of student organizations, clubs, school plays or other student entertainment, except funds designated for the auxiliary operations fund, shall be deposited to the student activities fund.

All funds in the student activities fund shall be administered in accordance with the Uniform System of Financial Records and A.R.S. §§ 15-1121 through 1124. Funds raised through student efforts for the benefit of noncurricular student groups are not funds of the District and may therefore be used for any lawful purpose designated by the student leadership of the noncurricular student group, including for activities with a religious component.

A Board appointed employee shall be designated as the student activities treasurer. If applicable, the Board may also designate an assistant student activities treasurer.

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## © 5-213 District-Sponsored Activities

The District shall comply with applicable laws and state rules pertaining to District-sponsored activities, including:

- extracurricular activities;
- interscholastic extracurricular activities;
- interscholastic athletic activities; and
- academic contests.

Adopted:

Legal Authority:

A.R.S. § 15-120.02

A.R.S. § 15-341

A.R.S. § 15-347

A.R.S. § 15-705

A.R.S. § 15-802.01

A.R.S. § 15-1241

Ariz. Admin. Code R7-2-808

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## © 5-213.A Procedure - District-Sponsored Activities - Requirements Relating to Participation and Accommodations

A. Definitions

"Academic contests fund" means the fund established by the Arizona State Board of Education in accordance with A.R.S. § 15-1241.

"Extracurricular activity" means an activity that is:

1. not integral to or required to receive credit for graduation or promotion; and
2. organized, planned, and sponsored by the District consistent with District policies.

"Contest advisor" means an employee of the District with responsibility for student participation in an academic contest.

"Interscholastic extracurricular activity" means an extracurricular activity that is of a competitive nature involving more than one school where a championship, winner, or rating is determined. All references herein to extracurricular activities include interscholastic extracurricular activities and interscholastic athletic activities.

"Interscholastic athletic activity" means an interscholastic extracurricular activity consisting of a sport or other athletic competition.

"Faculty sponsor" means an employee of the district who is charged with supervising and leading students in an interscholastic extracurricular activity.

“Progress report" means a report submitted by a student's teacher to the school principal at lease every 9 weeks.

B. Cultural Accommodations

Extracurricular activities shall be open to all eligible students. District personnel organizing extracurricular activities should ensure that rules related to the extracurricular activity do not interfere with the cultural traditions, including religious traditions, of potential participants. If rules related to an extracurricular activity would prohibit a student from participating because of the student's cultural traditions, the faculty sponsor shall implement alternative rules, schedules, or other aspects of the activity if doing so would not: (a) alter the fundamental purposes of the extracurricular activity; or (b) affect the health and safety of participants.

If an extracurricular activity's rules or schedule are governed by an outside association, the faculty sponsors of the extracurricular activity shall, in consultation with the affected student or students and their parent/legal guardian, take reasonable steps to request and obtain accommodations allowing students to participate.

Extracurricular activities shall not require a student to remove a religious or cultural accessory or hairpiece if the accessory or hairpiece does not jeopardize the health or

safety of the student or other participants in the activity, as determined by the supervisor or officiant of the activity.

Examples of accommodations may include, but are not limited to, modifications to uniforms, jerseys, or other clothing associated with the activity or rearranging schedules to avoid conflicts with religious or cultural observances.

C. Academic Contests

All travel and expenditures related to academic contests that are eligible for funding from the state academic contests fund must first be approved by the Board.

The fiscal agent is designated as an authorized representative of the District and is responsible for the disbursement of travel funds.

All requests for funds from the state academic contests fund should be directed to the fiscal agent. Before submitting requests for funding for academic contests, the contest advisor should first ensure that the contest is on the Arizona State Board of Education's list of approved contests and that all the following are verified:

1. The contest is academic in nature and motivates students to be creative and to demonstrate excellence.
2. The contest is sponsored by a recognized national organization.
3. The contest is open to all students, regardless of race, creed, gender or national origin, except that a contest may separate pupils by age or grade level.
4. No other sponsoring agency is assuming the total costs.
5. The participation of the students shall be the result of successfully competing at the local or state level, or both, of that contest.

After Board approval of participation in an academic contest, the finance director shall apply to the Arizona State Board of Education for funding.

Not more than thirty (30) days after the academic contest, the contest advisor shall submit a completion report to the fiscal agent. Not more than ninety (90) days after the academic contest, the fiscal agent will verify the accuracy of the completion report and submit the completion report, together with any unused funds, to the Arizona Department of Education.

D. Interscholastic Extracurricular Activities

Students participating in any interscholastic extracurricular activity must meet both of the following criteria:

1. The student has a passing grade as defined in District procedures as evidenced by either:
    a. performance in each course in which the student is currently enrolled, if available; or

b. if current grades are not available, in each course which the student was enrolled in the previous semester or quarter.

2. The student is maintaining satisfactory progress toward promotion or graduation as defined in District procedures.

If a student does not meet the above criteria, the student shall be ineligible to participate in the activities until the criteria above are met.

Teachers shall regularly assess students' progress toward earning a passing grade and, upon determining that a student is at risk for losing eligibility to participate in interscholastic extracurricular activities, shall immediately notify the student and the student's parent/legal guardian of pending ineligibility. Such notice shall be confidential and may be verbal or in writing. The teacher shall also notify the faculty sponsor for all interscholastic extracurricular activities in which the student participates. The teacher and faculty sponsor(s) then discuss appropriate educational support services that they may offer to encourage maintaining eligibility.

If, based on a student's most recent progress report, the principal determines that a student is ineligible to participate in the activities, the principal shall send written notice to the ineligible student, the student's parent/legal guardian, and the faculty sponsor for all applicable activities, of the student's ineligibility. The student shall receive support services designed to help the student meet eligibility requirements. The student shall remain ineligible until a subsequent check on eligibility is performed and the student meets eligibility requirements.

The teacher and faculty sponsor(s) should continue to provide appropriate educational support services after a determination of ineligibility.

E. Passing Grade

A student shall be deemed to have a passing grade if the student has received a C grade or better in the student's most recent progress report. Passing grades shall be determined on a cumulative basis, from the beginning of instruction to the recording of a final grade for the course.

F. Progress toward Promotion or Graduation

A student shall be deemed to be maintaining satisfactory progress toward promotion or graduation if maintaining passing grades and progressing toward academic standards.

G. Students with Disabilities

The District shall adhere to the requirements of federal and state laws to provide students with disabilities access to its District-sponsored activities.

H. Homeschooled Students

Except as otherwise noted, children who reside within the attendance area of any school in the District shall be permitted to participate in interscholastic extracurricular activities on the same basis as District students.

Before permitting a homeschooled student to participate in such activities, District personnel shall verify that the student lives within the attendance boundaries of the school, and the individual providing primary instruction for the homeschooled student shall submit written verification of eligibility requirements on the same schedule as District students.

Homeschooled students participating in interscholastic extracurricular activities must meet all applicable participation and eligibility requirements, including:

- payment of the same participation or activity fee(s), if any, paid by District students,
- insurance,
- transportation,
- physical condition,
- qualifications,
- standards of behavior, and
- academic performance policies.

A homeschooled student who was previously enrolled in a public, private, or charter school is ineligible to participate in interscholastic extracurricular activities for the remainder of the school year in which the student was enrolled in a school.

The District shall not contract with any private entity that supervises interscholastic activities if the private entity prohibits the participation of homeschooled students in interscholastic extracurricular activities at public, private or charter schools.

I. Interscholastic Athletic Activities

Policy 5-410 contains additional information regarding interscholastic athletic activities.

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## © 5-214 Course, Activity, and Program Fees

Definition

“Extracurricular activity" means any optional, noncredit, educational, or recreational activity that supplements the education program of the school, whether offered before, during or after regular school hours.

Participation Fees

The following participation fees will be assessed of students:

- fees for the costs associated with each student's participation in optional extracurricular activities and programs; and
- fees for a character education program if the program is not offered during regular school hours.

The nonpayment of fees will not prevent a student from generally enrolling in, applying to or remaining enrolled in the school.

Fee Waiver

The principal may reduce or waive any fee if, in the discretion of the principal, the fee creates an economic hardship for the student.

Prohibited Fees

Students shall not be charged for access to or use of computers or related materials.

Adopted:

Legal Authority:

A.R.S. § 15-342

A.R.S. § 15-116

A.R.S. § 15-719

A.R.S. § 15-714

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# © 5-215 Loss and Damage Fees

Loss/Damage

Students are expected to take pride in the school and its property. Any reckless, knowing, willful, intentional, or malicious damage or loss of school property may result in discipline, cost-assessment, and legal action involving the responsible person(s).

Reasonable damage/loss deposits may be assessed from students in grades K-8.

for textbooks, musical instruments, band uniforms, technology or other equipment required for academic courses.,

Fees

The District shall charge a fee at the start of the school year as permitted by law. The District may return the full amount of the fee for any textbook or other item if the student returns the textbook or other item in reasonably good condition within the time period prescribed. For the purposes of this paragraph, "in reasonably good condition" means the textbook or other item is in the same or a similar condition as it was when the student received it, ordinary wear and tear excepted.

Deposit Waiver

The principal may waive the fee requirement for any textbook or other item if the payment of the deposit would create an economic hardship for the student, as determined by the principal.

Consequences and Costs for Damage

The payment of a deposit does not, by itself, exculpate or absolve any person who has violated school policy and/or committed a criminal act in the damage of school property (e.g., intentional, willful, or malicious damage).

To the extent that the damage exceeds the deposit amount, the payment of a deposit does not, by itself, negate parent/legal guardian liability for property damage caused while in the possession of or checked out to their child(ren).

Use of Lost / Damaged Textbook Funds

The District may use funds resulting from lost or damaged textbooks to repair or replace textbooks, subject matter materials, supplementary books or instructional computer software which are lost or damaged. These monies are to be used in addition to the monies budgeted for those purposes.

Adopted:

Legal Authority:

A.R.S. § 15-342(28)

A.R.S. § 15-727

A.R.S. § 15-729

A.R.S. § 15-842

A.R.S. § 15-843(K)

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## © 5-216 Promotion and Retention of Students; Passing Grades

The Superintendent shall ensure that students are promoted from one grade to another after meeting minimum competency requirements as defined by the Arizona State Board of Education, together with other requirements adopted by the Governing Board.

Procedures regarding promotion or retention of students shall give students and parents/legal guardians the opportunity to request in writing that the Board review the decision of a teacher to promote or retain a student.

The Board does not review the decisions of teachers with respect to failing or passing individual classes.

Adopted:

Legal Authority:

A.R.S. § 15-341

A.R.S. § 15-342

A.R.S. § 15-701

Ariz. Admin. Code R7-2-301

Ariz. Admin. Code R7-2-309

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## © 5-216.01 Assessments

The District shall administer all tests prescribed by the State Board of Education pursuant to A.R.S. § 15-741. The District shall respond to any statue requested achievement related non-test indicator date as required.

District staff shall adhere to all testing protocols for any proctored examination required by either the District or State Board and may be subject to discipline and/or termination for failure to do so.

Adopted:

Legal Authority:

A.R.S. § 15-741

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## © 5-216.A Procedure - Promotion and Retention of Students; Passing Grades - Standards and Processes

A. Promotion from the Third Grade

Teachers who teach students in the third grade shall ensure that all students who are promoted from the third grade have demonstrated sufficient reading skills as measured by the reading portion of the statewide assessment. A student who has not demonstrated sufficient reading skills on the reading portion of the statewide assessment shall not be promoted from the third grade unless the student:

1. is an English language learner or limited English proficient student as defined in A.R.S. § 15-751 and has fewer than three (3) years of English language instruction;
2. is (a) in the process of a special education referral or evaluation for placement in special education, (b) has been diagnosed with a significant reading impairment, including dyslexia, or (c) is a child with a disability as defined in A.R.S. § 15-761 and the individualized education program (IEP) team agrees that promotion is appropriate;
3. demonstrates sufficient reading skills or adequate progress toward sufficient reading skills of the third grade reading standards through a collection of reading assessments; or
4. receives intervention and remedial services during the summer or subsequent year and demonstrates sufficient reading progress.

If the District does not have data on the student's performance on the reading portion of the statewide assessment, the student shall be promoted.

No student shall be retained in third grade more than once for failure to demonstrate sufficient reading skills.

B. Notification and Intervention

The District shall provide annual written notification to the parent/legal guardian of students in kindergarten programs and first, second, and third grades that a student who does not demonstrate sufficient reading skills will not be promoted from the third grade.

Each teacher who teaches kindergarten, first, second, or third grade will notify the principal of any student who is at risk of reading below grade level in kindergarten and grades one, two, and three, based on local or statewide assessments. The teacher shall provide such notification as soon as the teacher identifies the deficiency, but in all cases no later than at the time progress reports are issued.

The principal shall provide to the parent/legal guardian of any student with a reading deficiency a specific written notification of the reading deficiency within three weeks

after identifying the reading deficiency. The notification shall include the following information:

1. a description of the student's specific individual needs;
2. a description of the current reading services provided to the student;
3. a description of the available supplemental instructional services and supporting programs that are designed to remediate reading deficiencies. The District shall offer more than one evidence-based intervention strategy and more than one remedial strategy developed by the Arizona State Board of Education for students with reading deficiencies. The notification shall list the intervention and remedial strategies offered and shall instruct the parent/legal guardian to choose, in consultation with the student's teacher, the most appropriate strategies to be provided and implemented for that student;
4. parental strategies to assist the student to attain reading proficiency;
5. the frequency with which the District will provide timely updates and information to the parent/legal guardian on the student's progress toward reading proficiency, which shall be determined by the principal in consultation with the teacher;
6. a statement that the student will not be promoted from the third grade if the student does not demonstrate sufficient reading skills, unless the student is exempt from mandatory retention in grade three or the student qualifies for an exemption; and
7. a description of the District's policies on midyear promotion to a higher grade.

C. Promotion from the Eighth Grade

Students shall be promoted from eighth grade after demonstrating competency as defined by academic standards adopted by the Arizona State Board of Education in the following subject areas:

1. English language arts;
2. Mathematics;
3. Science;
4. Social Studies; including civics:
5. Two or more of the following:
    a. Visual Arts
    b. Dance
    c. Theatre
    d. Music
    e. Media Arts

6. Health/Physical Education

D. Promotion from Other Grades

For all grades except the third grade and the eighth grade, students shall be promoted from one grade to another if the student has demonstrated competency in a majority of subject areas as defined by state academic standards. Progress may be demonstrated by improvement in coursework and learning objectives as determined by the student's teacher.

Teachers shall notify the principal and the student's parent/legal guardian if the teacher determines that the student is not making satisfactory progress toward promotion. In consultation with the principal and the student's parent/legal guardian, the teacher shall suggest resources to help the student make progress toward promotion.

Teachers may recommend that a student be retained if the teacher and the principal, in consultation with the student's parent/legal guardian, determine that retention would help the student achieve competency in the majority of subject areas. Before recommending retention, the teacher and principal should consider alternatives, including, but not limited to, summer classes, tutoring, and other remedial and supplementary educational opportunities.

E. Midyear Promotion of Retained Students

Teachers may recommend a retained student for midyear promotion to the next grade if the student has demonstrated grade-level competency in all subject areas. For students recommended for midyear promotion from third grade or eighth grade, the student must also meet all other applicable requirements for promotion as set forth in state law. If approved by the principal, the student shall be promoted to the next grade and begin coursework. The principal may consider scheduled tests and other coursework when determining the timing of promotion.

I. Requisite Instruction

Pursuant to A.R.S. § 15-701.02, students shall be taught about the Holocaust and other genocides for at least three class periods (or the equivalent) on at least two separate occasions between the 7th and the 12th grades.

G. Appeals

Per A.R.S. § 15-341(A)(42), the Board may review decisions to pass or fail students in individual classes. A parent/legal guardian of a student or an emancipated student may appeal a decision to promote or retain] the student by submitting a written request to the Board. The emancipated student or parent/legal guardian has the burden of proof to overturn the decision of the teacher. The Board shall overturn a decision to retain [or fail] a student if the emancipated student or parent/legal guardian demonstrates to the Board that the student has mastered the academic standards adopted by the Arizona State Board of Education for the applicable subject area. If the Board overturns a decision to retain [or fail] a student, the Board shall adopt a written finding that the student has mastered the academic standards.

Unless otherwise requested by the student's parent/legal guardian or the emancipated student, review of a decision to promote or retain a student shall be in executive session. If review is conducted in executive session, the Board shall notify the teacher of the date, time, and place of the review and shall allow the teacher to be present at the review. If the teacher is not present at the review, the Board shall consult with the teacher before making its decision. All requests, written evidence presented at the review, and other written records of the review, including the Board's decision, shall be retained by the Board as part of its permanent records.

I. Special Education

These procedures may be modified for students participating in a special education program for students with disabilities.

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## © 5-218 Family Life Education/Sex Education

Definitions

"Dating abuse" means a pattern of behavior in which one person uses or threatens to use physical, sexual, verbal or emotional abuse to control the person's dating partner.

"Dating partner" means any person who is involved in an intimate association with another person that is primarily characterized by the expectation of affectionate involvement and that includes casual, serious and long-term dating partners.

Sex Education

The District is not required to teach sex education in its schools.

The Governing Board may adopt a sex education curriculum in accordance with Arizona laws. The District may develop its own sex education course of study or adopt an existing sex education course of study to meet the requirements of Arizona law.

Employees shall not deviate from Board-approved sex education curricula.

If the District decides to provide sex education instruction after school hours, it shall comply with the provisions in A.R.S. §§ 15-102 and 15-711.

Notwithstanding the provisions of this Policy and Arizona law, nothing shall prohibit the District from providing age and grade appropriate classroom instruction regarding child assault awareness and abuse prevention.

Parent/Guardian Consent

A student's parent/legal guardian must provide prior written permission ("opt-in") for the student to participate in the sex education curricula. A student's parent/legal guardian may revoke permission at any time by providing written notification to the principal.

Minimum Grade Requirements

The District may not provide sex education instruction before grade five (5).

Nature of Instruction, Governing Board Approval, and Lesson Format for Common Schools

Common schools of Arizona may provide a specific elective lesson or lessons concerning sex education as a supplement to the health course of study.

The District shall inform the parent/legal guardian of their right to review the instructional materials and activities at the time consent is sought for sex education.

Alternative elective lessons from the state-adopted optional subjects shall be provided for students who do not enroll in elective sex education.

Elective sex education lessons shall not exceed the equivalent of one class period per day for 1/4 of the school year for grades five (5) through eight (8).

All elective sex education lessons to be offered shall first be approved by the Board.

If the Board is contemplating the offering of elective sex education, it shall establish an advisory committee with membership representative of district size and the racial and ethnic composition of the community to assist in the development of lessons and advise the Board on an ongoing basis.

All meetings of committees that are authorized for the purposes of reviewing and selecting the sex education course of study shall be publicly noticed at least two weeks before occurring and be open to the public in accordance with Arizona's open meeting law.

The Board shall review the total instructional materials and approve all lessons and curricula in the course of study to be offered in sex education.

The Board shall make any proposed sex education course of study available and accessible for review and public comment for at least sixty (60) days before the Board decides whether to approve that course of study.

The Board shall publicize and hold at least two public hearings within the sixty (60) day period for the purpose of receiving public input. These hearings must take place at least one week prior to the Board meeting at which the sex education lessons will be considered for approval. Public input may include written comments, oral comments and comments submitted electronically.

The Board shall notify and provide parent/guardian with the opportunity to review (online and in-person) the sex education curricula to be used in approved elective sex education lessons within the District at least two (2) weeks before any instruction is offered.

The Board shall ensure the following format is implemented for sex education lessons and curricula:

- Lessons shall be taught to boys and girls separately.
- Lessons shall be ungraded, require no homework, and any evaluation administered for the purpose of self-analysis shall not be retained or recorded by the school or the teacher in any form.
- Lessons shall not include tests, psychological inventories, surveys, or examinations containing any questions about the student's or the student's parents'/legal guardians' personal beliefs or practices in sex, family life, morality, values or religion.

<u>Curriculum Content and Requirements</u>

All sex education materials and instruction, as required by law, shall:

- be age appropriate;
- recognize the needs of exceptional students;
- meet the needs of the District;

- recognize local community standards and sensitivities;
- not include the teaching of abnormal, deviate, or unusual sexual acts and practices;
- stress that students should abstain from sexual intercourse until they are mature adults;
- emphasize that abstinence from sexual intercourse is the only method for avoiding pregnancy that is one hundred percent (100%) effective;
- Stress that sexually transmitted diseases have severe consequences and constitute a serious and widespread public health problem;
- include a discussion of the possible emotional and psychological consequences of preadolescent and adolescent sexual intercourse and the consequences of preadolescent and adolescent pregnancy;
- advise students of Arizona law pertaining to the financial responsibilities of parenting, and legal liabilities related to sexual intercourse with a minor; and
- include instruction on the laws relating to sexual conduct with a minor for students in grades seven (7) and eight (8);

The instruction shall emphasize the power of individuals to control their own personal behavior. Students shall be encouraged to base their actions on reasoning, self-discipline, sense of responsibility, self-control and ethical considerations such as respect for self and others.

Instruction shall be given on how to say "no" to unwanted sexual advances and to resist negative peer pressure. Students shall be taught that it is wrong to take advantage of, or to exploit, another.

If instruction is provided on the topics discussed below, the following requirements shall be observed:

- *Preference for childbirth and adoption over elective abortion***:** The District shall not allow any presentation during instructional time or furnish any materials to students as part of any instruction that does not give preference, encouragement and support to childbirth and adoption as preferred options to elective abortion.
- *Instruction on alcohol, tobacco, narcotic drugs, marijuana, date rape drugs, and other dangerous drugs:*
    - Instruction on the nature and harmful effects of alcohol, tobacco, narcotic drugs, marijuana, date rape drugs, and other dangerous drugs on the human system and instruction on the laws related to the control of these substances and the nonuse and prevention of use and abuse of alcohol, tobacco, narcotic drugs, marijuana, date rape drugs, and other dangerous drugs may be included in the courses of study in common schools, with emphasis on grades five (5) through eight (8).

- Instruction on the nature and harmful effects of alcohol, tobacco, narcotic drugs, marijuana, date rape drugs and other dangerous drugs on a human fetus may be included in the courses of study in grades six (6) through eight (8). The instruction may be integrated into existing health, science, citizenship or similar studies and shall meet the criteria for chemical abuse prevention education programs developed pursuant to guidance set forth by the Arizona Department of Education.

- *Dating abuse:* A school district that provides instruction in grades seven (7) and eight (8) may incorporate dating abuse information that is age appropriate into the school district's existing health curriculum for students in grades seven (7) and eight (8) that includes the following components:
  - a definition of dating abuse;
  - the recognition of dating abuse warning signs; and
  - the characteristics of healthy relationships.

On written request to the principal of the school where a child is enrolled, the parent/legal guardian or guardian of a student who is under eighteen years of age shall be permitted to review the dating abuse information instructional materials within a reasonable time after submitting the written request.

- *Instruction on acquired immune deficiency syndrome*: The District may provide instruction on acquired immune deficiency syndrome and the human immunodeficiency virus. At a minimum, instruction shall:
  - be appropriate to the grade level in which it is offered;
  - be medically accurate;
  - promote abstinence;
  - discourage drug abuse; and
  - dispel myths regarding transmission of the human immunodeficiency virus.

At the request the District, the Arizona Department of Health Services or the Arizona Department of Education shall review instruction materials to determine their medical accuracy.

At the request the District, the Arizona Department of Education shall provide the following assistance:

- a suggested course of study;
- teacher training; and
- a list of available films and other teaching aids.

At the request of a parent/legal guardian, a student shall be excused from instruction on the acquired immune deficiency syndrome and the human immunodeficiency virus. The

District shall provide a description of the course curriculum to all parents/legal guardians and notify all parents/legal guardians of their ability to withdraw their child from the instruction.

Certification of Compliance

The District shall certify, under the notarized signatures of both the Board President and the Superintendent, compliance with Ariz. Admin. Code R7-2-303. Acknowledgment of receipt of the compliance certification from the Arizona State Board of Education is required as a prerequisite to the initiation of instruction. Certification of compliance shall be in a format and with such particulars as shall be specified by the Arizona Department of Education.

Adopted:

Legal Authority:

A.R.S. § 15-102

A.R.S. § 15-115

A.R.S. § 15-341

A.R.S. § 15-711

A.R.S. § 15-712

A.R.S. § 15-712.01

A.R.S. § 15-716

A.R.S. § 15-720

Ariz. Admin. Code R7-2-303

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## 5-300 Student Rights and Responsibilities

# © 5-301 Student Freedom of Expression

Students enjoy certain rights protected by the First Amendment of the U.S. Constitution and as outlined by applicable state law. The rights of students under the First Amendment are applied in light of the special characteristics of the school environment. The Governing Board reserves any and all right to determine the manner of speech and expression that are appropriate for the school environment.

Student Freedom of Speech

The District and Board recognize that students enjoy the freedom of speech. However, the free speech rights of students are not unlimited and are subject to certain restrictions. A non-exhaustive list of permissible restrictions is discussed in more detail below.

In certain circumstances, the District and/or Board reserve the right to regulate student speech that may be considered vulgar, lewd, plainly offensive, speech that promotes drug use, or illegal activities and that speech that may reasonably be perceived as bearing the imprimatur of the school. In addition, the District and/or Board reserve the right to regulate speech that materially disrupts classwork or involves substantial disorder or invasion of the rights of others. Depending on the facts and circumstances surrounding speech, the District and/or Board may also regulate speech that occurs both on and off campus as well as before, during, or after school or any school activity.

Student Religious Expression

The District does not discriminate against a student on the basis of a religious viewpoint or religious expression. Additionally, a student shall neither be rewarded nor penalized on the basis of religious content or a religious viewpoint if such a viewpoint is expressed in an assignment that requires a student to express the student's viewpoint.

Students may pray or engage in religious activities or religious expression before, during, and/or after the school day in the same manner and to the same extent that students may engage in nonreligious activities or expression.

Students may wear clothing, accessories and jewelry that display religious messages or religious symbols in the same manner and to the same extent that other types of clothing, accessories and jewelry that display messages or symbols are permitted.

This Policy shall not be construed as authorizing the District to require any person to participate in prayer or in any other religious activity or violate the constitutional rights of any person.

Reservations by the District and Governing Board

Nothing in this Policy should be read as prohibiting the District from:

1. maintaining order and discipline in a content and viewpoint-neutral manner;

2. prohibiting speech or expression that is vulgar, lewd, or plainly offensive;
3. protecting the safety of District students, employees, and visitors;
4. enforcing editorial control of school publications to the extent educationally appropriate;
5. adopting and enforcing policies and procedures regarding student speech at school provided that the policies and procedures do not violate the rights of students as guaranteed by the United States and Arizona constitutions and laws; or
6. adopting and enforcing policies and procedures that prohibit students from wearing any type of clothing, accessories and jewelry that is worn with the intent to convey affiliation with a criminal street gang as defined in A.R.S. § 13-105.

Action by Students, Parents, or Legal Guardians

Neither a student nor the student's parent/legal guardian may initiate a legal action for a violation of this Policy unless the student or the student's parent/legal guardian has done the following:

1. The parent/legal guardian has submitted a complaint in writing with the specific facts of the alleged violation to the principal of the school the student attends. The principal shall investigate the complaint and respond in writing, including a description of any action taken to resolve the complaint, within fifteen (15) days of receiving the written complaint.
2. If the action taken by the principal does not resolve the complaint, the student or the student's parent/legal guardian shall submit a complaint in writing with the specific facts of the alleged violation to the Superintendent or designated administrator. The Superintendent or designated administrator shall investigate the complaint and respond in writing, including a description of any action taken to resolve the complaint, within twenty-five (25) days of receiving the written complaint.
3. If the action taken by the Superintendent or designated administrator does not resolve the complaint, the student or the student's parent/legal guardian may pursue legal action to enforce this section.

Adopted:

Legal Authority:

A.R.S. § 15-110

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## © 5-302 Student Attire

Student attire may be regulated as necessary and appropriate to maintain order and decorum within the educational system and to avoid material and substantial interference with schoolwork or discipline.

A. Prohibited Attire

Attire may be prohibited when it:

- Significantly interferes with the District's ability to maintain order; such as disrupting schoolwork, school programs and activities, creates disorder, or prevents any student(s) from achieving educational objectives.
- Affects the health or safety of students, personnel or visitors.
- Conveys affiliation with a criminal street gang.
- Exposes the wearer's midriff, undergarments, or undergarment areas.
- Contains or conveys obscene language, symbols or messages.
- Promotes or depicts the unlawful use of alcohol, tobacco, or drugs.
- Violates the constitutional rights of any other person(s).
- Is inconsistent with or prohibited by the course, program, or activity.

B. Religious Attire

The District does not discriminate against students or parents/legal guardians on the basis of religious viewpoint or expression. Students may wear clothing, accessories and/or jewelry ("attire") displaying religious messages or symbols in the same manner and to the same extent that other types of attire are permitted.

*Student and Parent/Legal Guardian Complaints*

Students or parents/legal guardians may challenge a District decision on religious attire by submitting a written complaint pursuant to Policy 5-301 (Student Freedom of Expression).

C. Tribal Attire at Graduation Ceremony

The District does not prohibit any student who is an enrolled member or who is eligible to be an enrolled member of a federally recognized Indian tribe from wearing traditional tribal regalia or objects of cultural significance ("tribal objects") at the student's promotion ceremony.

Adopted:

Legal Authority:

A.R.S. § 15-110

A.R.S. § 15-341

A.R.S. § 15-712

A.R.S. § 13-105

A.R.S. § 15-348

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## © 5-303 Student Records

General Information

Student records will be created, managed, and disclosed in a manner consistent with state and federal laws, including the Family Educational Rights and Privacy Act (FERPA); the Individuals with Disabilities Education Act (IDEA), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT ACT), the Every Student Succeeds Act of 2015 (ESSA), the requirements of the Arizona Uniform System of Financial Records (USFR), and the Arizona Department of Libraries, Archives and Public Records.

The Board directs the Superintendent to establish procedures for such compliance, including informing parents/legal guardians, students, and the public of the procedures. The Superintendent will implement procedures as required by law and will establish procedures for addressing violations.

Annual Notification

The District shall annually notify parents/legal guardians of students currently in attendance, or eligible students currently in attendance, of their rights under FERPA. The notice must inform parents/legal guardians or eligible students that they have the right to:

- inspect and review the student's education records;
- seek amendment of the student's education records that the parent/legal guardian or eligible student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights;
- consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that state or federal regulations authorize disclosure without consent; and
- file a complaint with the United States Department of Education under 34 C.F.R §§ 99.63 and 99.64 concerning alleged failure by the District to comply with the requirements of FERPA and its implementing regulations.

The District shall also provide parents/legal guardians with access to:

- the procedure for exercising the right to inspect and review education records;
- the procedure for requesting amendment of records under 34 C.F.R. § 99.20; and
- the criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

The Superintendent may provide the notice by any means reasonably likely to inform the parents/legal guardians and eligible students of their rights. The Superintendent shall ensure effective notification for parents/legal guardians of students with disabilities and those whose primary or home language is other than English.

Access to Educational Records by Parents and Guardians

In addition to the rights granted by federal law, state law mandates that a parent/legal guardian shall have access to all written and electronic records of the District or District employees concerning the parent's/legal guardian's child and to the electronic accounts of the parent's/legal guardian's child, including the following:

- attendance records;
- test scores of school-administered tests and statewide assessments
- grades;
- extracurricular activities or club participation;
- disciplinary records;
- counseling records;
- psychological records;
- applications for admission;
- 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 located on District property;
- teacher and counselor evaluations;
- reports of behavior patterns;
- Email accounts; and
- online or virtual accounts or data.

All parents/legal guardians are entitled to have equal access to District records pertaining to their student, unless otherwise provided by court order or law.

Access to Directory Information

Federal and state law permit the District to disclose directory information to third parties without parental consent, provided that the District first provides notice and an opportunity to opt out. **"**Directory information" means information contained in the education record of a student that would generally not be considered harmful or an invasion of privacy if disclosed.

The District shall notify parents, legal guardians or eligible students (over 18 or emancipated) of the following on an annual basis:

1. the information the District has designated as directory information;
2. the right of the parent/legal guardian/eligible student to refuse to permit the designation of information about the student as directory information; and

3. the time period in which the parent/legal guardian/eligible student has to opt out of the disclosure of directory information by notifying the District in writing.

Pursuant to A.R.S. § 15-142, the District may disclose a student's address, telephone number or email address only if: 1) disclosure is required by state or federal law; 2) the District has obtained affirmative written consent from the parent/legal guardian/eligible student; or 3) the parent/legal guardian/eligible student has not opted out of the disclosure of directory information and the disclosure is to enrolled students for an educational purpose or to school employees for school business.

The Board permits the release of student directory information to persons who inform students of educational or occupational opportunities subject to the opt out provisions and constraints discussed above.

Because the Board permits the release of directory information as indicated above, the Board shall also provide the same access to directory information and District property to official recruiting representatives of the militia of this state and the armed services of the United States for the purpose of informing students of educational and occupational opportunities available in the militia and the armed services.

Notwithstanding the release of directory information as indicated above, student transcripts shall not be released to representatives of postsecondary institutions, the militia of this state, or the armed services of the United States unless the student consents in writing to the release of the student's transcript. The District shall provide the student with a transcript release form that allows the student to designate in separate check boxes whether the transcript is to be released to postsecondary institutions, the militia of this state, the armed services of the United States, or to any combination of these entities.

The Superintendent shall develop procedures to communicate to students and their parents/legal guardians in a timely manner information relating to access to the Arizona Department of Education form which is designed to allow pupils to request that directory information not be released pursuant to the Elementary and Secondary Education Act (ESEA) as reauthorized by the Every Student Succeeds Act of 2015 (ESSA). The Superintendent shall also develop forms to notify parents/legal guardians of their right to opt-out of the disclosure of directory information pursuant to FERPA and of opt-out procedures.

Complaints

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

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

Any person who suspects that a school or the District has knowingly violated FERPA may also notify the principal or the Superintendent.

If the matter is not satisfactorily resolved by the principal or the Superintendent within sixty (60) days after the notice, the person may file a complaint with the Superintendent of Public Instruction.

Retention and Destruction of Student Records

The retention and destruction of student records shall be as specified by the USFR, the Arizona Department of Library Archives and Public Records, and relevant federal statutes and regulations.

Adopted:

Legal Authority:

A.R.S. § 15-102

A.R.S. § 15-141

A.R.S. § 15-142

A.R.S. § 15-143

A.R.S. § 15-602

A.R.S. § 15-701.04

A.R.S. § 15-828

A.R.S. § 15-829

A.R.S. § 25-403.06

A.R.S. § 44-1373

10 U.S.C. § 503

20 U.S.C. § 1232

20 U.S.C. § 1400 *et seq.*

20 U.S.C. § 6301 *et seq.*

20 U.S.C. § 7908

34 C.F.R. § 300 *et seq.*

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## © 5-303.A Procedure - Student Records - Annual Notification of Rights

The District shall annually notify parent/legal guardian of students currently in attendance, or eligible students currently in attendance, of their rights under FERPA. The principal of each school shall ensure the following information is disseminated to every student and the student's parent/legal guardian at the beginning of each school year and any time a student transfers into the District.

Notification of Rights under FERPA

The Family Educational Rights and Privacy Act (FERPA) affords parent/legal guardian and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within forty-five (45) days after the day the District receives a request for access.

Parent/legal guardian or eligible students who wish to inspect their child's or their education records should submit to the principal [or appropriate school official] a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent/legal guardian or eligible student of the time and place where the records may be inspected.

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

The District will provide copies of records to a parent/legal guardian or eligible student:

- when the refusal to provide copies effectively denies access to the records by the parent/legal guardian or eligible student [34 C.F.R. § 300.617];
- at the request of the parent/guardian or eligible student when the District has provided the records to third parties with written consent of the parent/legal guardian or eligible student; and/or
- at the request of the parent/legal guardian or eligible student when the District has forwarded the records to another school where the student seeks or intends to enroll.

2. The right to request the amendment of the student's education records that the parent/legal guardian or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parent/legal guardian or eligible students who wish to ask the District to amend their child's or their education record should write the principal [or appropriate school official], clearly identify the part of the record they want changed and specify why it should be changed. If the District decides not to amend the record as requested by the parent or eligible student, the District will notify the parent/legal guardian or eligible student of the decision and of the right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent/legal guardian or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the District discloses personally identifiable information from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception that permits disclosure without consent is disclosure to school officials with legitimate educational interests.

A "school official" includes a person employed by the District as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Board. A school official also includes a volunteer, contractor, or consultant who, while not employed by the District, performs an institutional service or function for which the District would otherwise use its own employees and who is under the direct control of the District with respect to the use and maintenance of personally identifiable information from education records, such as an attorney, auditor, medical consultant, or therapist; a parent/legal guardian or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent/legal guardian, student, or other volunteer assisting another school official in performing the school official’s tasks.

A school official has a "legitimate educational interest" if the official needs to review an education record in order to fulfill the official’s professional responsibility.

Upon request, the District discloses education records without consent to officials of another school or school district in which a student seeks or intends to enroll or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the District to comply with the requirements of FERPA.

Contact information for filing a complaint can be found in Policy 5-303.

A parent/legal guardian or eligible student may also file a complaint with the principal or the Superintendent. If the matter is not satisfactorily resolved by the principal or the Superintendent within sixty (60) days after the notice, the person may file a complaint with the Superintendent of Public Instruction.

5. Permissible disclosures under FERPA without consent of the parent/legal guardian or eligible student.

FERPA permits the disclosure of personally identifiable information from students' education records without consent of the parent/legal guardian or eligible student if the disclosure meets certain conditions found in 34 C.F.R. § 99.31 of the FERPA

regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent/legal guardian or eligible student, 34 C.F.R. § 99.32 of the FERPA regulations requires the District to record the disclosure. A parent/legal guardian and eligible student have a right to inspect and review the record of disclosures. The District may disclose personally identifiable information from the education records of a student without obtaining prior written consent of the parent/legal guardian or the eligible student to:

a. to other school officials, including teachers, within the District whom the District has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the District has outsourced institutional services or functions, provided that the conditions listed in 34 C.F.R. §§ 99.31(a)(1)(i)(B)(*1*) through (a)(1)(i)(B)(*3*) are met. (34 C.F.R. § 99.31(a)(1));

b. to officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of 34 C.F.R. § 99.34. (34 C.F.R. § 99.31(a)(2));

c. to authorized representatives of the U.S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the Arizona Department of Education. Disclosures under this provision may be made, subject to the requirements of 34 C.F.R. § 99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of personally identifiable information to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf, if applicable requirements are met. (34 C.F.R. §§ 99.31(a)(3) and 99.35);

d. in connection with financial aid for which the student has applied or which the student has received, if the information is necessary for such purposes as to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (34 C.F.R. § 99.31(a)(4));

e. to State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to 34 C.F.R. § 99.38. (34 C.F.R. § 99.31(a)(5));

f. to organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction, if applicable requirements are met. (34 C.F.R. § 99.31(a)(6));

g. to accrediting organizations to carry out their accrediting functions. (34 C.F.R. § 99.31(a)(7));

h. to a parent/legal guardian of an eligible student if the student is a dependent for IRS tax purposes. (34 C.F.R. § 99.31(a)(8));

i. to comply with a judicial order or lawfully issued subpoena if applicable requirements are met. (34 C.F.R. § 99.31(a)(9));

j. to appropriate officials in connection with a health or safety emergency, subject to 34 C.F.R. § 99.36. (34 C.F.R. § 99.31(a)(10));

k. to requesting parties if the District has designated information as "directory information" and if applicable requirements under 34 C.F.R. § 99.37 are met. (34 C.F.R. § 99.31(a)(11));

l. to an agency caseworker or other representative of a State or local child welfare agency or tribal organization who is authorized to access a student's case plan when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student in foster care placement. (20 U.S.C. § 1232g(b)(1)(L)); and/or

m. to the Secretary of Agriculture or authorized representatives of the Food and Nutrition Service for purposes of conducting program monitoring, evaluations, and performance measurements of programs authorized under the Richard B. Russell National School Lunch Act or the Child Nutrition Act of 1966, under certain conditions. (20 U.S.C. § 1232g(b)(1)(K)).

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## © 5-303.B Procedure - Student Records - Directory Information

The Superintendent shall ensure the following notice is distributed to parents/legal guardians or eligible students (over 18 or emancipated) at the beginning of each school year.

The *Family Educational Rights and Privacy Act* (FERPA) requires Osborn Elementary School District No. 8 (the "District"), with certain exceptions, to obtain your written consent prior to the disclosure of personally identifiable information from your child's education records.

However, the District may disclose appropriately designated "directory information" without written consent, unless you have advised the District to the contrary in writing. The primary purpose of directory information is to allow the District to include information from your child's education records in certain school publications.

Examples include:

- a playbill, showing your student's role in a drama production;
- the annual yearbook;
- honor roll or other recognition lists;
- graduation programs; and
- sports activity sheets, such as for wrestling, showing weight and height of team members.

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's/legal guardian's/eligible student's prior written consent.

Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. In addition, two federal laws require local educational agencies (LEAs) receiving assistance under the Elementary and Secondary Education Act of 1965, as amended (ESEA) to provide military recruiters, upon request, with the following information - names, addresses and telephone listings - unless parents/legal guardians/eligible students have advised the LEA that they do not want their student's information disclosed without their prior written consent.

If you do not want the District to disclose any or all of the types of information designated below as directory information from your child's education records without your prior written consent, you must notify the District, in writing-within fifteen (15) business days from the date of issuance of this notice. The District has designated the following information as directory information:

- student's name;
- address;

- telephone listing;
- electronic mail address;
- photograph;
- date and place of birth;
- dates of attendance;
- grade level;
- participation in officially recognized activities and sports;
- degrees, honors, and awards received;
- student ID number, user ID, or other unique personal identifier used to communicate in electronic systems but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a PIN, password, or other factor known or possessed only by the authorized user; and
- student ID number or other unique personal identifier that is displayed on a student ID badge, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a PIN, password, or other factor known or possessed only by the authorized user.

Unless otherwise required by state or federal law, the District may disclose your student's address, telephone number or email address only if 1) the District has obtained affirmative written consent from you; or 2) you have not opted out of the disclosure of directory information and the disclosure is to enrolled students for an educational purpose or to school employees for school business.

The District may disclose your student's address, telephone number or email address only if 1) disclosure is required by state or federal law; 2) the District has obtained affirmative written consent from you; or 3) you have not opted out of the disclosure of directory information and the disclosure is to enrolled students for an educational purpose or to school employees for school business.

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## © 5-303.C Procedure - Student Records - Requests to Amend Records and Hearing Procedure

If a parent/legal guardian or eligible student believes the education records relating to the student contain information that is inaccurate, misleading, or in violation of the student's rights of privacy, the parent/legal guardian/eligible student may ask the District to amend the record. Note: A parent/legal guardian or eligible student may not use this process to review or amend a grade provided by a teacher, unless a grading error occurred due to a miscalculation.

An initial request to amend a record shall be directed to the school principal, who will decide whether to amend the record, as requested, within ten (10) work days after the principal receives the request.

If the school principal decides not to amend the record as requested, the principal shall inform the parent/legal guardian or eligible student of its decision and of the parent's/legal guardian's or the eligible student's right to a hearing.

Hearing Procedure

The District shall give a parent/legal guardian or eligible student an opportunity for a hearing to challenge the content of the student's education records on the grounds that the information contained in the education records is inaccurate, misleading, or in violation of the privacy rights of the student.

A request for a hearing must be filed with the Superintendent. The Superintendent may conduct the hearing or designate a hearing officer to hear the evidence and provide a recommendation to the Superintendent. The hearing officer may be an employee of the District, so long as the employee does not have a direct interest in the outcome of the hearing.

The hearing shall be scheduled within ten (10) work days of the parent/legal guardian or eligible student's request for a hearing, unless the parent/legal guardian or eligible student and Superintendent agree to extend the date of the hearing.

The parent/legal guardian shall be provided written notice of the date, time, and place of the hearing at least three (3) calendar days in advance of the hearing. The parent/legal guardian or eligible student shall be notified that they have the right to be represented, at their own expense, by a representative of their choice, including an attorney.

At the hearing, the parent/legal guardian or eligible student shall be provided a full and fair opportunity to present evidence relevant to the request to amend records. The school principal or representative of the school principal shall also be provided an opportunity to present relevant evidence.

The hearing officer shall issue a written decision within five (5) business days of the hearing. The decision must be based solely on the evidence presented at the hearing and must include a summary of the evidence and the reasons for the decision.

If the hearing was conducted by a hearing officer, the Superintendent shall consider the decision of the hearing officer and determine whether to uphold, reject, or modify the decision. The Superintendent shall deliver a final decision to the parties within five (5) business days of receiving the recommendation from the hearing officer. The Superintendent's decision is final.

If, as a result of the hearing, District decides that the information is inaccurate, misleading, or otherwise in violation of the privacy rights of the student, it shall:

- amend the record accordingly; and
- inform the parent/legal guardian or eligible student of the amendment in writing.

If, as a result of the hearing, the District decides that the information in the education record is not inaccurate, misleading, or otherwise in violation of the privacy rights of the student, it shall inform the parent/legal guardian or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why parent/legal guardian/eligible student disagrees with the decision of the District or both.

If the parent/legal guardian or eligible student places a statement in the education records of a student, the District shall:

- maintain the statement with the contested part of the record for as long as the record is maintained; and
- disclose the statement whenever it discloses the portion of the record to which the statement relates.

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## © 5-304 Staff Interviews of Students and Searches

Interviews

District employees have broad authority to question students regarding prohibited or illegal activity and all matters involving the health, safety, and welfare of the student(s).

Parent/legal guardian will be contacted regarding the interview of their student depending on the seriousness of the offense.

Searches

1. District employees may search students and their belongings and/or seize property pursuant to the law if reasonable suspicion exists to believe that prohibited objects are present, a school rule has been violated, illegal activity has occurred, or the student's parent/legal guardian consent to the search.
2. Reasonable suspicion is a good faith belief of wrongdoing based on specific, articulable facts.
3. Students have no reasonable expectation of privacy in any items provided by the District, including but not limited to lockers and desks.
4. When reasonable suspicion exists, District employees may request that a student remove the student's shoes and socks, turn out pockets, or remove outerwear that will not require the student to expose underclothing.

Prohibited Searches

District employees are not authorized to conduct a search of a student that would require the student to expose or remove the student's underclothing without the advice and consent of the District's legal counsel.

Adopted:

Legal Authority:

U.S. Constitution, Fourth Amendment

A.R.S. § 15-341

A.R.S. § 15-342

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## © 5-305 Student Code of Conduct

1. Disruptive Conduct—A student shall not engage, or attempt to engage, in any conduct that is reasonably likely to disrupt, or that does disrupt, any school function, process, or activity.

2. Threatening an Educational Institution— A student shall not make a false report regarding a serious offense or threaten a school or the District by interfering with or disrupting a school, the District, or any school or District activity in violation of A.R.S. § 13-2911, A.R.S. § 15-841.H, and/or A.R.S. § 13-2907.

3. Violation of Federal, State, or Local Law—A student shall not violate any federal, state, or local law.

4. Violation of School Policies and Rules—A student shall not violate any Governing Board policy, regulation, or rule.

5. Defiance of Authority; Untruthfulness—A student shall obey the reasonable orders of teachers, administrators, and other District employees and shall respond to requests for information from those persons in a truthful manner.

6. Alcohol—A student shall not possess, sell, offer to sell, purchase, offer to purchase, use, transfer, or be under the influence of alcohol. The term "alcohol" means beer, wine, or any distilled spirits as defined in A.R.S. § 4-101.

7. Drugs—Drug Paraphernalia—a student shall not possess, distribute, dispense, be under the influence of, purchase, obtain, use, sell, or transfer, or attempt to purchase obtain, sell, or transfer any controlled substance, dangerous drug, narcotic drug, or precursor chemical. The terms "controlled substance," "dangerous drug," "narcotic drug," and "precursor chemical," have the meaning as defined in Policy 4-205.

a. A student shall not purchase, transfer, or sell any drug that is available by prescription only, or any over-the-counter medication.

b. A student shall not possess or use any drug that is available by prescription only, or an over-the-counter medication, without the authorization of the building principal or the principal's designee.

c. A student, including a cardholder as defined in A.R.S. § 36-2801, shall not possess or use marijuana on any District property or at any District-sponsored event

d. A student shall not possess, sell, offer to sell, transfer, or use drug paraphernalia as defined by A.R.S. § 13-3415.

8. Vandalism; Destruction of Property—a student shall not damage, destroy, or deface any school property or property belonging to any other person.

9. Weapons or Dangerous Items—a student shall not possess or use a firearm, weapon, explosive, fireworks, or any other instrument capable of harming any person or property or that reasonably would create the impression of such harm.

10. Toy Guns and Weapons—a student shall not possess a toy gun or other toy weapon that appears to be capable of causing bodily harm.

11. Gang Activity or Association—a student shall not wear, carry, or display gang paraphernalia and/or exhibit behavior or gestures that symbolize gang membership or affiliation.

12. Threats; Assault; Fighting—a student shall not verbally or physically threaten, abuse, assault, or engage in a fight with any student, school employee, or any other person.

13. Defamation— a student shall not use defamatory words or phrases or distribute defamatory materials. Defamatory words or materials are those that are false and expose a person to hatred, contempt, ridicule, disgust, or an equivalent reaction or are false and have a tendency to impugn a person's occupation, business, or office.

14. Obscenity; Vulgarity— a student shall not use obscene or vulgar language or gestures or distribute obscene or vulgar materials. Obscene materials, language, or gestures are those that an average person, applying contemporary community standards of the school community, would find that taken as a whole, appeal to the prurient interests and lack serious literary, artistic, political, or scientific value. Vulgar language, materials, or gestures include language, materials, or gestures that depict sexual and/or excretory activities in a patently offensive manner.

15. Harassment— a student shall not harass another person. Harassment includes, but is not limited to, verbal abuse that insults or humiliates others. It also includes sexual innuendos, unsolicited and unwelcome conduct that has sexual overtones, or continuing to express sexual or social interest after being informed that the interest is unwelcome. Harassment also includes non-sexually-oriented conduct that includes words, actions, jokes, or comments based upon an individual's sex (including sexual orientation and gender identity), disability, race, national origin, religion, political beliefs/affiliation, marital status, home language, family, social or cultural background, or other legally protected characteristic.

16. Dress and Appearance— A student's dress or appearance shall not present health or safety problems or cause disruption of educational activities. Items of attire with words, slogans or graphics that are obscene or that are related to drugs or alcohol shall not be worn or displayed. Footwear must be worn.

17. Forgery; Plagiarism; Cheating—a student shall not use or attempt to use the identity, signature, academic work, or research of another person (or of a generative artificial intelligence application) and represent that it is the student's own. A student shall not share the student’s knowledge or work with another student during an examination or test unless specifically approved in advance by the teacher. A student shall not use during any examination or test any materials or notes unless approved by

the teacher. A student shall not forge a parent's/legal guardian's, or any other person's signature on any communication to the school, or on any school document or form.

18. Misrepresentation—a student shall not provide false information to school personnel or impersonate another person verbally or in writing to provide false or misleading information to a school.

19. Gambling—a student shall not engage in any game or activity that involves the element of risk or chance with the intention that property or money will be exchanged based on the outcome of the game or activity unless the activity is otherwise lawful and properly supervised and has received the express approval of the school principal.

20. Initiation and Hazing—a student shall not engage in any activity involving an initiation, hazing, intimidation, assault or other activity related to group affiliation that is likely to cause, or does cause bodily injury, mental harm, or personal degradation or humiliation. All initiations, including those related to any school club, athletic team, or other group are subject to these prohibitions whether or not the conduct occurs on school grounds.

21. Bullying and Cyberbullying—a student shall not bully or cyberbully another student or any District employee. Bullying and cyberbullying include acting toward someone in an unwelcome manner, repeated over time, that exerts or attempts to exert power over that person. It also includes actions that contribute to a substantial risk of, or cause, injury, mental harm, degradation or social exclusion.

22. Emergency Alarms and Fire Control Devices—A student shall not activate or use any fire alarm or emergency control device unless the student reasonably believes that an emergency exists justifying the use of the device.

23. Arson—a student shall not start, attempt to start, or promote the continuation or any fire or explosion. This does not preclude teacher-approved and supervised class activities such as an approved and supervised experiment in chemistry class.

24. Unauthorized Entry—a student shall not gain, or attempt to gain, forceful or unauthorized entry to, or occupation of, school buildings or grounds or designated off-limits areas on school property.

25. Misrepresentation; Extortion; Theft— a student shall not take, use, or borrow any property by misrepresentation, deception, or by an express or implied threat. A student shall not take, use, or borrow property belonging to another person without that person's permission to use or take the property.

26. Tobacco, Cigarettes, Vaping—a student shall not possess or use tobacco, cigarettes, e-cigarettes, a vaping device, inhalant product, any nicotine product, matches, or lighters.

27. Tardiness—a student shall not be tardy to class or to any required school activity.

28. Endangering the Health and Safety of Others—a student shall not engage in conduct that endangers or reasonably appears to endanger the health or safety of other students, school employees, or other persons.

29. Traffic and School Bus Rules—when operating a motor vehicle on school grounds or at a school event, a student shall follow all school and other traffic rules and shall operate the motor vehicle in a safe and prudent manner. A student shall abide by all school rules regarding the student's conduct while in a school bus or other vehicle and shall obey the directives of school bus drivers and monitors.

30. Cellular Telephone and Other Wireless Communication Devices—a student shall not use a cellular telephone or other electronic wireless communication device during school day (including meals, passing periods and recess) except as expressly permitted by the District. Restrictions are listed in Procedure 5-305.A, the District's technology use agreement and A.R.S. § 15-120.05. A student shall not record or transmit speech or other communications of other persons without those persons' express consent.

31. Leaving Class or School Grounds—a student shall not leave class without the teacher's permission. A student shall not leave school grounds during regular school hours without authorization by the principal or the principal 's designee.

32. Bomb Threat; Chemical or Biological Threat—a student shall not threaten to cause harm to property or persons using a bomb, explosive, or arson-causing device or dangerous chemical or biological agent.

33. Inappropriate use of Technology—a student shall not use District computers, network, or other technology to post, send, or share personal information about the student or others without prior permission of both a teacher and parent/legal guardian. A student shall not make or attempt unauthorized access to any District information system. A student shall not use District technology to bypass or attempt to bypass any firewall, or to perform any illegal act, or to access a District-prohibited website. A student shall not use generative artificial intelligence in a manner that is not expressly authorized by the District. A student shall not use their personal wireless communication devices during the school day unless permitted by District policy 3-403. A student shall not access the internet, including social media platforms, unless permitted by a supervising teacher for educational purposes.

Adopted:

Legal Authority:

A.R.S. § 15-843

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## © 5-305.A Procedure—Student Code of Conduct—Restrictions on Use of Wireless Communication Devices

Students are required to adhere to District restrictions regarding the use of all wireless communication devices, including their personal cellular telephones, as outlined in this Procedure and in the District's technology use agreement.

A. Definitions

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

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

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

B. Permitted Uses

Students shall be permitted to use wireless communication devices:

1. for educational purposes, as determined by the student's teacher or individualized education program (IEP) team;
2. during an emergency; and
3. if the student needs the student's wireless communication device to address their own medical condition.

All access to the internet using the District's network must be in accordance with the District's technology use agreement.

Students may use their wireless communication devices before and after school hours for personal use. Students are required to use their wireless communication devices in conformity with the student code of conduct. Students may not use a device to disrupt the educational environment.

C. Contact with Parent/Legal Guardian

Students may contact their parent/legal guardian during the school day with express permission from a teacher or staff member. Parents/legal guardians who seek to communicate with their student on the student's wireless communication device during the school day may contact the school's front office.

D. Restrictions

Students are permitted to have wireless communication devices in their possession while on campus during the school day, subject to the following restrictions:

1. Restrictions for K-8 grade students

    - Before and after school: Students may use their wireless communication

devices before and after the official school day in designated areas such as the cafeteria or common areas.

- Storage: Wireless communication devices must be turned off or set to silent and stored out of sight (e.g., in a backpack) during the entirety of the school day, unless instructed otherwise by a staff member.
- During instructional time: Students shall use their wireless communication devices during instructional time only when permitted by their teacher or a staff member for educational purposes. Students may not use wireless communication devices to text, call, access gaming, or for any other non-instructional activity during instructional time periods.
- Social media networks: Students may not access social media networks during instructional time periods except as expressly permitted by a teacher or staff member for educational purposes.

E. Procedures regarding Permitted Uses

1. Emergency use: In case of emergency, students should ask for permission from a teacher or staff member to use their wireless communication devices.
2. Medical need or disability: The District may alter restrictions regarding the use of wireless communication devices to accommodate a student's medical needs or disability. The student is required to obtain advanced approval prior to use outside of the restrictions established. Typically, the accommodations and permitted uses will be determined by a team convened pursuant to Section 504 of the Rehabilitation Act or the Individuals with Disabilities in Education Act.
3. Other: The District may grant other exceptions in the District administration's sole discretion as is in the best interests of the student.

F. Consequence for Non Compliance

Students who fail to follow the restrictions established by the District regarding the use of wireless communication devices may be subject to discipline under the District's student code of conduct. The District administration may also confiscate the wireless communication devices and require parent/legal guardian pick up of the device.

The District is not responsible for the loss, damage and/or theft of a student's personal wireless communication device.

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## © 5-306 Student Discipline

Definitions

"Firearm" means a firearm as defined in 18 U.S.C. § 921.

"Threatened an educational institution" means to interfere with or disrupt an educational institution as defined in A.R.S. § 13-2911 by doing any of the following:

- For the purpose of causing, or in reckless disregard of causing, interference with or disruption of an educational institution, threatening to cause physical injury to any employee of an educational institution or any person attending an educational institution.
- For the purpose of causing, or in reckless disregard of causing, interference with or disruption of an educational institution, threatening to cause damage to any educational institution, the property of any educational institution, the property of any employee of an educational institution or the property of any person attending an educational institution.
- Going on or remaining on the property of any educational institution for the purpose of interfering with or disrupting the lawful use of the property or in any manner as to deny or interfere with the lawful use of the property by others.
- Refusing to obey a lawful order to leave the property of an educational institution.

"Corporal punishment," means inflicting, or causing the infliction of, physical pain on a student as a means of discipline.

"Expulsion" means the permanent withdrawal of the privilege of attending a school unless the Governing Board reinstates the privilege of attending the school.

"Suspension" means the temporary withdrawal of the privilege of attending a school for a specified period of time.

Student Discipline

1. Students shall comply with the rules, pursue the required course of study and submit to the authority of the teachers, the administrators and the Governing Board.
2. Students will be held strictly accountable for disorderly conduct on school property or that takes place to and from school.
3. A teacher may send a student to the principal's office to maintain effective discipline in the classroom. If a student is sent to the principal ‘s office, the principal shall employ appropriate discipline management techniques that are consistent with rules adopted by the Board.

Teacher Removal of Students from the Classroom

1. A teacher may remove a student from the classroom if either of the following conditions exist:
    a. The teacher has documented that the student has repeatedly interfered with the teacher's ability to communicate effectively with the other students in the classroom or with the ability of the other students to learn.
    b. The teacher has determined that the student's behavior is so unruly, disruptive or abusive that it seriously interferes with the teacher's ability to communicate effectively with the other students in the classroom or with the ability of the other students to learn
2. Each school shall establish a placement review committee to determine the placement of a student if a teacher refuses to readmit the student to the teacher's class and to make recommendations to the Board regarding the readmission of expelled students.
3. The process for determining the placement of a student in a new class or replacement in the existing class shall not exceed three (3) work days after the date the student was first removed from the teacher's class.
4. The principal shall not return a student to the classroom from which the student was removed without the teacher's consent unless the committee determines that the return of the student to that classroom is the best or only practicable alternative.
5. The committee shall be composed of two teachers who are employed at the school and who are selected by the faculty members of the school and one administrator who is employed by the school and who is selected by the principal. The faculty members of the school shall select a third teacher to serve as an alternate member of the committee. If the teacher who refuses to readmit the student is a member of the committee, that teacher shall be excused from participating in the determination of the student's readmission and the alternate teacher member shall replace that teacher on the committee until the conclusion of all matters relating to that student's readmission.

Suspension and Expulsion of Students

1. A student may be expelled for continued open defiance of authority, continued disruptive or disorderly behavior, violent behavior that includes use or display of a dangerous instrument or a deadly weapon as defined in A.R.S. § 13-105, use or possession of a gun, or excessive absenteeism.
2. A student may be expelled for excessive absenteeism only if the student has reached the age or completed the grade after which school attendance is not required as prescribed in A.R.S. § 15-802.
3. A student may be suspended or expelled for other conduct that is deemed a violation of District policies, regulations, or the student code of conduct.

4. A student shall be expelled from school for a period of at least one (1) year if the student is determined to have brought a firearm to a school within the jurisdiction of the school district, except that the school district may modify this expulsion requirement for a student on a case-by-case basis.
5. A student shall be expelled for at least one (1) year if the student is determined to have threatened an educational institution, except that the school district may modify this expulsion requirement for a student on a case-by-case basis if the student participates in mediation, community service, restitution, or other programs in which the student takes responsibility for the results of the threat. A student may be reassigned to an alternative education program if the student participates in mediation, community service, restitution or other programs in which the student takes responsibility for the threat. The student's parent/legal guardian may be required to participate in mediation, community service, restitution or other programs in which the parent/legal guardian takes responsibility with the student for the threat.
6. A student who cuts, defaces, or otherwise injures any school property may be suspended or expelled. On complaint of the Board, the parent/legal guardian of minors who have injured school property, are liable for all damages caused by their children or wards.
7. A student may be suspended or expelled for excessive absenteeism pursuant to A.R.S. § 15-803. This provision shall not be applied to students who have completed the course requirements or whose absence from school is due solely to illness, disease or accident as certified by a person who is licensed pursuant to title 32, chapter 7, 13, 14, 15 or 17.
8. Students who have been found to have committed incidents of harassment, intimidation or bullying may be disciplined up to and including suspension and expulsion. Students may also be disciplined for submitting false reports of incidents of harassment, intimidation, or bullying.
9. The suspension and expulsion of students shall not be based on real or perceived race, color, sex, national origin, or ancestry discrimination.
10. If a student withdraws from school after receiving notice of possible action concerning discipline, suspension, or expulsion, the District may continue with the action after the withdrawal and may record the results of such action in the student's permanent file.
11. The principal of each school shall ensure that a copy of all rules pertaining to discipline, suspension and expulsion of students is distributed to the parent/legal guardian of each student at the time the student is enrolled in school or transfers into the school.

Suspension and Expulsion Hearings

1. The Board is statutorily authorized to discipline students and to suspend or expel students as it deems appropriate. The Board vests the Superintendent, or a

person designated by the Superintendent with the power to suspend students. In schools that do not have a Superintendent or principal, a teacher may suspend a student from school.

2. All hearings concerning the expulsion of a student will be conducted before a hearing officer selected from a list of hearing officers approved by the Board unless the Board in executive session determines that the Board will conduct the expulsion hearing.
3. The District will give written notice, at least five working days before the hearing by the Board or the hearing officer or officers designated by the Board, to all students subject to expulsion and their parent/legal guardian of the date, time and place of the hearing. If the Board decides that the hearing is to be held in executive session, the written notice shall include a statement of the right of the parent/legal guardian or an emancipated student who is subject to expulsion to object to the Board's decision to have the hearing held in executive session. Objections shall be made in writing to the Board.

Student Defenses

1. In any suspension hearing in which the issue of self-defense, defense of others or defense of property is raised by a student, the principal, hearing officer or Board shall consider the defense raised and whether the physical force threatened or used by the student in the situation was justified as being the action of a reasonable person of similar age and experience.
2. Notwithstanding the above:
    a. verbal provocation alone shall never be deemed to justify the threat or use of physical force;
    b. students are never entitled to violate the District's weapons policy; and
    c. excessive physical force or deadly physical force may never be used in defense of property.
3. If the principal, a hearing officer or the Board determines the student justifiably acted in self-defense, in whole or part, the recommended discipline may be reduced, or it may be determined that no discipline shall be imposed.

Refusal to Admit Expelled Students

The District may refuse to admit any student who has been expelled from another educational institution or who is in the process of being expelled from another educational institution.

Alternative to Suspension Programs

1. As an alternative to suspension or expulsion, the District may reassign any student to an alternative education program.

2. The District may reassign a student to an alternative education program if the student refuses to comply with rules, refuses to pursue the required course of study or refuses to submit to the authority of teachers, administrators or the Board.
3. An alternative to suspension and expulsion program shall be developed in consultation with local law enforcement officials or school resource officers.
4. Students who would otherwise be subject to suspension and who meet the District's requirements for participation in the alternative to suspension program shall be transferred to a location on school premises that is isolated from other students or transferred to a location that is not on school premises.
5. The alternative to suspension program shall be discipline intensive and require academic work, and may require community service, groundskeeping and litter control, parent/legal guardian supervision, and evaluation or other appropriate activities. The community service, groundskeeping and litter control, and other appropriate activities may be performed on school grounds or at any other designated area.

Discipline, Suspension, and Expulsion of Students with Disabilities

School employees shall ensure that any discipline, suspension, or expulsion of students with disabilities complies with the provisions of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act.

Criminal Activity

The principal or designee shall contact law enforcement if a student is suspected of committing a crime.

Corporal Punishment

The District does not permit the use of corporal punishment.

Annual Reporting

The District shall annually report to the Arizona Department of Education in a manner prescribed by the department the number of suspensions and expulsions that involve the possession, use or sale of an illegal substance under title 13, chapter 34 and the type of illegal substance involved in each suspension or expulsion.

The Board authorizes the Superintendent to develop procedures for the suspension and expulsion of students consistent with this Policy, and state and federal law.

Adopted:

Legal Authority:

A.R.S. § 15-341

A.R.S. § 15-342

A.R.S. § 15-840

A.R.S. § 15-841

A.R.S. § 15-842

A.R.S. § 15-843

A.R.S. § 15-844

20 U.S.C. § 1400 *et seq.*

20 U.S.C. § 7151 *et seq.*

29 U.S.C. § 794

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## © 5-306.A Procedure - Student Discipline – Suspension Procedures

A. Special Considerations for Kindergarten through Fourth Grade

The District may suspend a kindergarten through fourth grade student for two (2) or fewer days for a violation of the code of conduct but may not suspend the student for more than ten (10) aggregate days within any school year.

Except in cases where a student is determined to have brought a firearm to school or as stated above, a student enrolled in kindergarten through fourth grade may be suspended only if all the following apply:

1. The student is seven years of age or older.
2. The student engaged in conduct on school grounds that meets one or more of the following criteria:
    a. Involves the possession of a dangerous weapon without authorization from the school.
    b. Involves the possession, use or sale of a dangerous drug as defined in A.R.S.§ 13-3401 or a narcotic drug as defined in A.R.S. § 13-3401 or a violation of A.R.S. § 13-3411.
    c. Immediately endangers the health or safety of others.
    d. The student's behavior is determined by the Board to qualify as "aggravating circumstances" and that all the following apply:
        i. The student is engaged in persistent behavior that has been documented by the school and that prevents other students from learning or prevents the teacher from maintaining control of the classroom environment.
        ii. The student's ongoing behavior is unresponsive to targeted interventions as documented through an established intervention process that includes consultation with a school counselor, school psychologist or other mental health professional or social worker if available within the school District or through a state-sponsored program.
        iii The student's parent/legal guardian was notified and consulted about the ongoing behavior.
        iv. Before a long-term suspension, the school provides the student with a disability screening and the screening finds that the behavioral issues were not the result of a disability.
3. Failing to remove the student from the school building would create a safety threat that cannot otherwise reasonably be addressed or that qualifies as "aggravating circumstances" as specified in paragraph 2 above.

4. Before suspending the student, the school considers and, if feasible while maintaining the health and safety of others, in consultation with the student's parent/legal guardian to the extent possible, employs alternative behavioral and disciplinary interventions that are available to the school, that are appropriate to the circumstances and that are considerate of health and safety. The school shall document the alternative behavioral and disciplinary interventions it considers and employs.

B. Short Term Suspension (Ten [10] School Days or Less)

A building principal or other designated administrator has the authority to suspend a student for ten (10) school days or less. Prior to imposing a short-term suspension, the principal will conduct an informal hearing. The principal will orally inform the student of the alleged behavior that is considered a violation of the rules and the basis of the allegation(s). The student will be given an opportunity to respond.

Following the informal hearing, if the principal determines that a short-term suspension is appropriate, the suspension will be imposed, and the student's parent/legal guardian will be notified.

The principal may immediately suspend a student when the student's presence creates a danger to others. In those circumstances, the principal will initiate the informal hearing as soon as practicable.

The principal may, where appropriate, impose a short-term suspension pending a recommendation for long-term suspension or expulsion.

No appeal process is available for a short-term suspension.

C. Long Term Suspension

The Superintendent, a designated hearing officer, and the Governing Board (upon appeal) are authorized to impose a long-term suspension.

A student may be placed on a short-term suspension pending the outcome of a long-term suspension discipline proceeding.

The District shall provide notice of the procedures outlined below to the parent/legal guardian and/or directly to the student if the student is emancipated or over the age of eighteen (18).

1. Written Notice of Intent to Impose Long-Term Suspension

If a long-term suspension is recommended, a written notice of intent to Impose a long-term suspension shall be mailed and/or hand-delivered to the parent/legal guardian at the last known address. The District may also email a copy to the parent/legal guardian. This notice should contain the following information:

   a. the nature of the offense(s) alleged, and the policies, procedures or rules allegedly violated and known to the administration at that time;

b. a statement that the principal has recommended that a long-term suspension be imposed;

c. the definition of long-term suspension;

d. the extent of the discipline recommended, including the restrictions placed on the student during the period of suspension;

e. a statement that the parent/legal guardian is welcome to meet with the principal to discuss the situation in an informal setting;

f. a statement that the student and the parent/legal guardian are entitled to a hearing prior to the imposition of the long-term suspension unless the hearing is waived in writing by the parent/legal guardian; and

g. information regarding where the applicable due process procedures, student handbook, and policies may be found and how to obtain copies.

2. Written Notice of Long-Term Suspension Hearing

If the parent/legal guardian requests a hearing regarding the District's intent to impose a long-term suspension, the District shall schedule a hearing and provide written notice of the hearing. Written notice regarding the hearing shall be mailed and/or hand-delivered to the parent/legal guardian at the last known address no less than five (5) working days prior to the hearing. The District may also email a copy to the parent/legal guardian.

This notice shall include the following information:

a. the time, date, and place of the hearing;

b. the student's right to be represented by legal counsel at the student's own cost;

c. the obligation for the student to provide the District with notice that the student will be represented by legal counsel at least two (2) working days prior to the hearing;

d. a list of the administration's witnesses who may testify at the hearing;

e. the student's right to present witnesses, cross-examine the administration's witnesses, and introduce documentary evidence;

f. the administration's right to cross-examine the student's witnesses and to introduce documentary evidence;

g. copies of any documentary evidence the administration may present at the hearing;

h. notice that the administration bears the burden of proof for the offense(s); and

i. the student's right to have the hearing audio recorded and to audio record the meeting at the student's own expense.

3. Rescheduling the Hearing

The hearing may be rescheduled:

- upon request of the parent/legal guardian or the administration if good cause is shown;
- upon written agreement of the parties; or
- as deemed necessary by the Superintendent or hearing officer.

4. Hearing Findings and Decision

The Superintendent or the designated hearing officer shall prepare a written decision within five (5) working days after the hearing. Copies of the decision shall be provided to the student, parent/legal guardian of the student, and principal.

The decision of the Superintendent or the designated hearing officer is binding upon the parties, subject to appeal to the Board. The decision shall take effect upon verbal or written notification of the decision, whichever occurs first.

The decision of the Superintendent or the designated hearing officer is not binding on the Board in the event of an appeal to the Board.

The suspension shall be reported to the Board within five (5) working days.

5. Appeal to Governing Board

The decision of the Superintendent or the designated hearing officer may be appealed to the Board on the following grounds only:

- alleged denial of a right available to the student that resulted in an unfair hearing;
- new evidence that was unavailable at the time of the hearing;
- allegation of insufficient evidence; or
- allegation of excessive discipline.

A written notice of appeal must be received by the District within five (5) working days after the decision has been hand-delivered or within ten (10) working days of the date the decision was mailed to the parent/legal guardian, student and principal. The notice of appeal shall indicate the specific factual and/or legal basis for the appeal.

The Board shall review the appeal in executive session unless the parent/legal guardian demands an open meeting.

The Board shall consider the appeal at its next regularly scheduled Board meeting or within fourteen (14) working days, whichever is more appropriate.

The parent/legal guardian shall be provided notice of the date, time and place of the meeting at which the appeal is to be considered by the Board. The parent/legal guardian may object to having the review of the appeal considered in executive session.

Such objections must be made in writing to the Board at least thirty-six (36) hours prior to the Board meeting. Upon receipt of the objection, the review will be held in open meeting once appropriately noticed on a Board agenda but in no event later than the next regularly scheduled Board meeting after the objection is received.

The Board shall not be bound by the decision of the Superintendent or the designated hearing officer.

The Board may, in its sole discretion, listen to oral argument and/or receive written memoranda setting forth the factual and other grounds of the appeal.

No separate hearing to hear additional evidence shall be held by the Board, unless, in its sole discretion, it determines that such a hearing is warranted. If the Board determines such a hearing is warranted, written notice regarding the hearing shall be mailed and/or hand-delivered to the parent/legal guardian and administration. The District may also email a copy to the parent/legal guardian.

The notice shall be sent no less than five (5) working days prior to the hearing. The notice of hearing shall include the following information:

a. the date, time and place of the hearing;

b. the student's right to be represented by legal counsel at his/her own cost;

c. a statement of the issue(s) upon which the Board will hear evidence and in what form the Board will allow the evidence to be presented (e.g., witnesses, documents, oral argument, and/or written memorandum);

d. a statement of any limitations of time in which the parties have to present evidence on the issue(s), either through witness testimony, documents and/or oral argument, on the issue(s);

e. a statement that the parent/legal guardian bear(s) the burden of proof on the appeal;

f. the Board's right to cross-examine the parent's/legal guardian's and/or administration's witnesses;

g. notice that the parent/legal guardian must provide a written list of witnesses and/or exhibits and/or written memorandum, along with copies of any exhibits and/or written memorandum, to the administration and the Board at least two (2) working days prior to the hearing along with notice that failure to comply with this requirement may result in the denial of admission of said evidence;

h. the right to have the hearing audio recorded and to audio record the meeting at student’s own expense;

i. a statement that the hearing may be rescheduled for one time only by the Board upon request of the parent/legal guardian or the administration, only upon the showing of good cause;

j. notice that any period of delay caused by the rescheduling may extend the recommended period of suspension proportionate to the period of delay caused by the rescheduling, as determined in the sole discretion of the Board; and

k. a statement that if the parent/legal guardian do not appear at the time and place set for the hearing, the Board may render its decision based upon the record and include the result of such action in the student's permanent file.

D. Board Decision regarding Appeal of Long Term Suspension

If the Board determines that the recommended long term suspension was not reasonable or warranted, it may modify the discipline accordingly. If the Board decides to impose a long-term suspension upon the student, the suspension shall become effective the day after the Board's decision. The Board's decision is final. Written notice of the decision shall be mailed and/or hand-delivered to the parent/legal guardian and to the student. The District may also email a copy to the parent/legal guardian.

E. Restrictions

During the period of long-term suspension, a suspended student shall not be permitted on District property and shall not be permitted to participate in District functions or activities. No course assignments for suspended students will be provided by the teachers. The student will receive no credit for the semester(s) during which the long-term suspension is imposed.

F. Readmission Procedures

The parent/legal guardian of a student who is in kindergarten through fourth grade, and who has served at least five (5) school days of a long-term suspension, may appeal for readmission. The Superintendent shall develop an application process for readmission.

A student who is in fifth through eight grade who has been long-term suspended from school shall be readmitted upon completion of the long-term suspension term.

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## © 5-306.B Procedure - Student Discipline - Expulsion Procedures

A. Special Considerations for Kindergarten through Fourth Grade

Except in cases where a student is determined to have brought a firearm to school, a student enrolled in kindergarten through fourth grade may be expelled only if all the following apply:

1. The student is seven years of age or older.
2. The student engaged in conduct on school grounds that meets one of the following criteria:
    a. Involves the possession of a dangerous weapon without authorization from the school.
    b. Involves the possession, use or sale of a dangerous drug as defined in A.R.S.§ 13-3401 or a narcotic drug as defined in A.R.S. § 13-3401 or a violation of A.R.S. § 13-3411.
    c. Immediately endangers the health or safety of others.
    d. The student's behavior is determined by the Board to qualify as "aggravating circumstances" and that all the following apply:
        i. The student is engaged in persistent behavior that has been documented by the school and that prevents other students from learning or prevents the teacher from maintaining control of the classroom environment.
        ii. The student's ongoing behavior is unresponsive to targeted interventions as documented through an established intervention process that includes consultation with a school counselor, school psychologist or other mental health professional or social worker if available within the school District or through a state-sponsored program.
        iii. The student's parent/legal guardian was notified and consulted about the ongoing behavior.
        iv. Before an expulsion, the school provides the student with a disability screening and the screening finds that the behavioral issues were not the result of a disability.
3. Failing to remove the student from the school building would create a safety threat that cannot otherwise reasonably be addressed or that qualifies as "aggravating circumstances" as specified in paragraph 2 above.
4. Before expelling the student, the school considers and, if feasible while maintaining the health and safety of others, in consultation with the student's parent/legal guardian to the extent possible, employs alternative behavioral and disciplinary interventions that are available to the school, that are appropriate to the

circumstances and that are considerate of health and safety. The school shall document the alternative behavioral and disciplinary interventions it considers and employs.

B. Expulsion Hearing

All hearings concerning the expulsion of a student will be conducted before a hearing officer selected from a list of hearing officers approved by the Board unless the Board in executive session determines that the Board will conduct the expulsion hearing.

The District shall provide notice of the procedures outlined below directly to the parent/legal guardian and/or to the student if the student is emancipated or over the age of eighteen (18).

1. Written Notice of Intent to Expel

If expulsion is recommended, a written Notice of Intent to Expel shall be mailed and/or hand-delivered to the parent/legal guardian at the last known address. The District may also email a copy to the parent/legal guardian.

The notice should contain the following information:

a. the nature of the offense(s) alleged and the policies, regulations or rules allegedly violated;

b. a statement that the principal has recommended that an expulsion be imposed;

c. the definition of expulsion;

d. the restrictions placed on the student during the period of expulsion;

e. a statement that the parent/legal guardian are welcome to meet with the principal to discuss the situation in an informal setting;

f. a statement that the student and the parent/legal guardian are entitled to a hearing prior to the imposition of an expulsion unless the hearing is waived in writing by the parent/legal guardian; and

g. information regarding where the applicable due process procedures, student handbook, and policies may be found and how to obtain copies.

2. Written Notice of Expulsion Hearing

Written notice regarding the expulsion hearing shall be mailed and/or hand-delivered to the parent/legal guardian at the last known address no less than five (5) working days prior to the hearing. The District may also email a copy to the parent/legal guardian. This notice shall include the following information:

a. the date, time and place of the hearing;

b. notice of whether the Board will conduct the hearing or, if a hearing officer has been appointed, the name of the hearing officer;

c. notice of the right to object to the Board's decision to hold the hearing in executive session, whether conducted by the Board or a hearing officer;

d. notice of the right of the parent/legal guardian and the student to attend and/or have legal counsel attend any hearing or executive session pertaining to the proposed expulsion, to have access to the minutes and testimony of such hearing or executive session, and to record such session at their own expense;

e. a list of the witnesses that the administration may call at the hearing and a copy of all exhibits that the administration may use at the hearing;

f. a brief description of the subject matter of the testimony of each witness who will be called to testify at the hearing;

g. notice of the right of the parent/legal guardian to access any and all adverse evidence that may be presented, as well as access to the student's records prior to the hearing;

h. notice that the parent/legal guardian shall provide the administration with the student's list of witnesses and exhibits prior to the hearing and with a brief description of the subject matter of the testimony of each witness who will be called to testify at the hearing;

i. notice of the parent's/ legal guardian's responsibility to notify the District at least two (2) working days prior to the hearing whether the student will be represented by legal counsel; and

j. an explanation of the due process rights available to the student at the hearing, including that:

    i. the student has the right to be represented by legal counsel at the student's own cost;
    ii. the student has the right to present witnesses, to cross-examine the administration's witnesses, and to introduce documentary evidence;
    iii. the administration has the right to cross-examine the student's witnesses, and to introduce documentary evidence;
    iv. the Board's/hearing officer has the right to examine all witnesses;
    v. the administration bears the burden of proof for the offense(s);
    vi. the hearing will be audio recorded; and
    vii. the student may request a copy of the record.

3. Open/Closed Hearing

If a parent/legal guardian or student has objected to the Board's decision to hold the hearing in executive session, the hearing shall be held in an open meeting unless:

- If only one (1) student is subject to expulsion and disagreement exists between the student's parents/legal guardians, the Board, after consultation with the student's parents/legal guardians shall decide in executive session whether the hearing shall be in executive session or in an open meeting.

- If more than one (1) student is subject to the proposed action and disagreement exists between the parent/legal guardian of different students, then separate hearings shall be held subject to the provisions of A.R.S.§ 15-843.

4. Hearing Officer's Role

If the hearing is conducted by a hearing officer, the hearing officer shall hear the evidence, prepare a record, and make a recommendation to the Board. The hearing officer shall provide a copy of the recommendation to the parent/legal guardian, the student, the Superintendent, and the Board within five (5) working days after the hearing concludes.

5. Rescheduling

An expulsion hearing may be rescheduled:

- upon request of the parent/legal guardian or the administration if good cause is shown;
- upon written agreement of the parties or as deemed necessary by the hearing officer/Board; or
- as deemed necessary by the hearing officer/Board.

C. Board Review

If the Board has not conducted the hearing, the Board shall consider the hearing officer's recommendation and make its decision.

The Board shall consider the matter at its next regularly scheduled meeting or within fourteen (14) working days from the date the hearing officer's decision is received by the Board.

The parent/legal guardian will be provided notice of the date, time and place of the meeting at which the Board will consider the hearing officer's recommendation and make its decision. The parent/legal guardian may object to having such consideration made in executive session. Such objections must be made in writing to the Board at least thirty-six (36) hours prior to the Board meeting. Upon receipt of the objection the consideration will be made in open meeting once appropriately noticed on a Board agenda, but in no event later than the next regularly scheduled Board meeting after the objection is received.

The Board shall not be bound by the hearing officer's recommendation.

The Board may, in its sole discretion, permit oral argument and/or receive written memoranda setting forth the reasons why expulsion should or should not be imposed.

No separate hearing to hear additional evidence shall be held by the Board, unless, in its sole discretion, it determines that such a hearing is warranted. If the Board determines such a hearing is warranted, written notice regarding the hearing shall be mailed and/or hand-delivered to the parent/legal guardian and administration no less

than five (5) working days prior to the hearing. This notice shall include the following information:

1. the date, time, and place of the hearing;
2. the student's right to be represented by legal counsel at his/her own cost;
3. a statement of the issue(s) upon which the Board will hear evidence and in what form the Board will allow the evidence to be presented (e.g., witnesses, documents, oral argument, and/or written memorandum);
4. a statement of any limitations of time in which the parties have to present evidence on the issue(s), either through witness testimony and/or documents and/or oral argument;
5. a statement that the parent/legal guardian/student bear(s) the burden of proof on the appeal;
6. the Board's right to cross-examine the student's/parent's/legal guardian's and/or administration's witnesses;
7. notice that the parent/legal guardian/student must provide a written list of witnesses and/or exhibits and/or written memorandum, along with copies of any exhibits and/or written memorandum, to the administration and the Board at least two (2) working days prior to the hearing along with notice that failure to comply with this requirement may result in the denial of admission of said evidence;
8. the right to have the hearing audio recorded, and to audio record the meeting at the student’s own expense;
9. a statement that the hearing may be rescheduled for one time only by the Board upon request of the parent/legal guardian/student or the administration, and only upon the showing of good cause; and
10. a statement that if the parent/legal guardian/student do not appear at the time and place set for the hearing, the Board may render its decision based upon the record and include the result of such action in the student’s permanent file.

D. Board Decision

The Board may accept the hearing officer's recommendation, reject the recommendation, or modify the recommendation. The Board may also grant a new hearing, take the matter under advisement, or take any further action deemed necessary. If the Board decides to reject a recommendation to expel a student, the student’s readmission shall become effective the day after the Board's decision.

The decision of the Board is final.

Written notice of the decision shall be mailed and/or hand-delivered to the parent/legal guardian and to the student. The District may also email a copy to the parent/legal guardian.

E. Readmission Following Expulsion

A student expelled from the District may request readmission by making a written application to the Board. Readmission to the District is at the discretion of the Board. In addition, it is the prerogative of the Board to stipulate appropriate conditions for readmission, including assigning the student to a particular school.

The parent/legal guardian of a student who is in kindergarten through fourth grade, and who has served at least twenty (20) school days of an expulsion or alternative to expulsion may apply to the Board for readmission.

The parent/legal guardian of a student who is in fifth through eighth grade may apply to the Board for readmission no less than nine (9) months after the date of the expulsion; however, the student may not be readmitted until at least one (1) calendar year has passed. The application shall be filed with the Superintendent and must meet the following criteria:

1. be written and be directed to the attention of the Board;
2. contain all information that the student and parent/legal guardian consider relevant to the Board's determination as to whether to readmit the student;
3. express an appreciation by the student of the severity and inappropriateness of the student's prior misconduct;
4. contain a statement that such misconduct or similar misconduct will not be repeated; and
5. include a description of the student's activities since the expulsion, including but not limited to:
    - courses taken and grades received;
    - attendance records;
    - discipline records;
    - evidence of participation in counseling to remediate the misconduct that resulted in the expulsion; and/or
    - community service.

In consultation with the principal and other District administration, the Superintendent will make a recommendation concerning the readmission of the expelled student.

The Board shall meet in executive session to consider an initial application for readmission. The student and parent/legal guardian have the right to be present in the executive session but do not have the right to make a presentation or address the Board unless they are asked to do so by the Board.

The Board, in its sole discretion, shall determine whether the student should be readmitted and, if so, under what restrictions and conditions, including assigning the student to a particular school. The burden is on the student and parent/legal guardian to convince the Board that readmission is appropriate considering the interests of the expelled student, the District, and the interests of the other students and staff members.

The Board's decision is final.

A student may file more than one (1) application for readmission; however, applications subsequent to an initial application may not be filed more frequently than every ninety (90) days.

As a condition for readmission, the student, with parent/legal guardian affirmation, shall agree to the following minimum conditions:

- regular attendance - no unexcused absences;
- no violation of school rules or policies that carry the consequence of a suspension or expulsion; and
- completion of all classroom tasks in a timely fashion, as directed.

Depending upon the nature of the original violation for which the expulsion was provided, the student may be limited as to attendance or participation in after school activities, school sports, and extracurricular events or activities.

A student who is readmitted following expulsion shall receive a written admonition that the original expulsion will be summarily reinstated should the student commit a violation of the conditions for readmission or a criminal or civil violation that disrupts the school order.

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## © 5-401 Police Interview Notification

Police Interview Notification

When a peace officer seeks to interview a student on school grounds, school staff will make reasonable attempts to notify the student's parent/legal guardian before the interview occurs.

However, school staff will not impede a peace officer from performing the peace officer's duties. Peace officers have the right of immediate access to a student when making an arrest, serving a subpoena, or serving or executing warrants (including search warrants). In such circumstances, advance notification and an opportunity for the parent/legal guardian to attend an interview may not be proper or possible.

Parent/legal guardian notification will *not* be provided when:

- Any alleged criminal conduct involves a parent/legal guardian.
- Advance notification creates an unreasonable risk to personal or public safety.
- The investigating peace officer expressly prohibits such notification.

In any situation in which a peace officer directs that parents/legal guardians are not to be notified, staff will ask for the underlying reason and alert the Superintendent. Staff will also obtain the peace officer's name, title, and badge number.

Notification of Temporary Custody

If a peace officer takes a juvenile offender into temporary custody on District property, the District shall notify the student's parents/legal guardian/custodian immediately after consulting with the law enforcement agency to ensure that notification will not pose a risk to the juvenile or the investigation. If the juvenile is a ward of the State, the District shall notify the Department of Child Safety.

Adopted:

Legal Authority:

A.R.S. § 1-602(10)

A.R.S. § 8-303

A.R.S. § 15-342(32)

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# Police Interview Notification

## © 5-401.A Procedure - Police Interview Notification - Student Interviews

A. When the Student is Accused or Suspected of Criminal Conduct

Without inquiring into the specific alleged criminal conduct at issue, school staff will ask the peace officer if the student is suspected or accused of criminal conduct. If the peace officer states that the student is so accused or suspected, school staff will respectfully request that the interview not take place until the student's parent/legal guardian is present. Notwithstanding the foregoing, school staff will not take any action to impede or postpone an interview or other peace officer action; rather, this request is simply a procedural safeguard and is subject to the sole discretion of the peace officer.

If the student is suspected or accused of criminal conduct, school staff may include that fact in the parent/legal guardian notification, unless doing so is expressly prohibited by the peace officer.

B. When the Student May be a Victim of a Crime

Pursuant to A.R.S. § 13-3620 and A.R.S. § 15-514, a student who is alleged to be a potential victim of a mandatory reportable offense may be interviewed only as provided by local county protocol adopted pursuant to A.R.S. § 8-817. This does not prevent a student from voluntarily reporting an allegation that the student is the victim of a mandatory reportable offense to a school resource officer, school safety officer or District employee.

C. Parent/Legal Guardian Presence

When advance notification is appropriate, the school will request the peace officer to wait twenty (20) minutes after notification was made or reasonably attempted before commencing the interview. If the parent/legal guardian does not appear, or at least respond (e.g., telephonically), within that time, the parent/legal guardian may not be allowed to be present in the interview, subject to the discretion of the peace officer. Any arrangements or discussion regarding, or the allowance of, parent/legal guardian presence during an interview of a student will be discussed between the parent/legal guardian and the peace officer and will be determined at the discretion of the peace officer.

Except in instances where parent/legal guardian notification is not required as set forth above school staff may inform the student that the student may consult with their parent/legal guardian prior to being interviewed.

If the parent/legal guardian is unavailable to attend the interview, school staff may request to attend the interview if permitted by the peace officer. School staff attending a peace officer interview will not question the student during the interview.

D. Interview by School Staff

School staff should consult with District or school administration prior to engaging in any interview of a student under a peace officer's direction. If school staff interview or ask

questions of a student at the request or under the direction of a peace officer, the peace officer shall first provide juvenile Miranda warnings to the student.

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## © 5-402 Department of Child Safety Interview and Custody

Department of Child Safety Interview

When a Department of Child Safety ("DCS") case worker seeks to interview a student on school grounds, staff will notify the principal. Staff will request the DCS case worker complete the "Form for Signature of Interviewing Case Worker." Staff will collect and retain the completed "Form for Signature of Interviewing Case Worker." Staff will not impede a DCS case worker from performing the DCS case worker's duties. Staff shall notify a student's parent/legal guardian when a DCS case worker seeks to interview a student unless:

1. the offense was allegedly committed by the student's parent or legal guardian; or
2. the offense was already reported to the police or DCS and the investigator has determined that notifying the parent/legal guardian would impede the investigation.

Department of Child Safety Custody of Student

If the DCS case worker intends to take custody of the student or otherwise remove the student from the campus, staff will request that the DCS case worker complete the "Form for Student Custody by Case Worker." Staff will collect and retain the completed "Form for Student Custody by Case Worker."

Identification Requirements

When a DSC case worker visits a school for the purpose of an interview, the District shall require the DCS case worker to present their DCS identification. The District may also request the DCS case worker to present a valid driver license or nonoperating identification license. The District shall not keep a digital or physical record of the DCS case worker's personal identifying information but may keep a record of the DCS identification.

If the DCS case worker does not provide the forms of identification listed above, the District shall contact DCS and verify the case worker's identification and employment.

Adopted:

Legal Authority:

A.R.S. § 1-602(A)(10)

A.R.S. § 8-530.08

A.R.S. § 15-160.03

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## © 5-403 Immunization and Communicable Diseases

Definitions

"Homeless children and youths" has the same definition as set forth in 42 U.S.C. § 11434a.

"Immunization documentation" means either (a) proof of immunization that meets the requirements of Ariz. Admin. Code R-9-6-704, or (b) a certification regarding immunity, a medical exemption certification, a religious beliefs exemption statement, or a personal beliefs exemption statement that meets the requirements of Ariz. Admin. Code R-9-6-706.

"Listed disease" means a disease listed in Ariz. Admin. Code R9-6-702.

Immunization Requirements

The Superintendent shall develop procedures to (a) ensure that the District obtains and maintains immunization documentation as required by A.R.S. § 15-872 and corresponding regulations and (b) ensure that students attending school have met applicable immunization requirements.

Communicable Diseases

The Superintendent shall develop procedures for notifying the county or local health department if District personnel become aware of the presence of listed diseases in accordance with Ariz. Admin. Code R9-6-201 through 207.

Homeschooled Students

Homeschooled students shall be required to provide immunization documentation before participating in District classes or activities on the same basis as students enrolled in the District.

Adopted:

Legal Authority:

- A.R.S. § 15-871
- A.R.S. § 15-872
- A.R.S. § 15-873
- A.R.S. § 15-874
- A.R.S. § 36-672
- 42 U.S.C. §§ 11431 through 11435
- Ariz. Admin. Code R9-6-701 though R9-6-707

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## © 5-403.A Procedure - Immunization and Communicable Diseases - Proof, Exemptions, Reporting Requirements

A. Definitions

"Arizona Immunization Handbook" means the Arizona Department of Health Services *Arizona Immunization Handbook for Schools, Child Care, and Preschool Programs.*

"Homeless children and youths" has the same definition as set forth in 42 U.S.C. § 11434a.

"Immunization documentation" means proof of immunization, an immunity certification, a medical exemption certification, a religious beliefs exemption statement, or a personal belief exemption statement.

"Immunity certification" means a certification of medical exemption from immunization due to immunity that meets the requirements of Ariz. Admin. Code R9-6-706(D).

"Listed disease" means diseases listed in Ariz. Admin. Code R9-6-702.

"Medical exemption certification" means a certification of medical exemption from immunization that meets the requirements of Ariz. Admin. Code R9-6-706(C).

"Religious beliefs exemption statement" means a signed statement of a student's parent or guardian that meets the requirements of Ariz. Admin. Code R9-6-706(B).

"Personal belief exemption statement" means a signed statement of a student's parent or guardian that meets the requirements of Ariz. Admin. Code R9-6-706(A).

"Proof of immunization" means documentary proof of immunization that meets the requirements of Ariz. Admin. Code R-9-704.

B. Procedures

The District shall follow the recommended record-keeping and reporting procedures set forth in the Arizona Immunization Handbook. In implementing these procedures, the Superintendent shall ensure that the District:

1. obtains and maintains immunization documentation for all enrolled students;
2. regularly reviews records of immunization documentation to verify the accuracy of such records;
3. submits an annual immunization data report to the Arizona Department of Health Services;
4. maintains a list of students who do not have either proof of immunization or an immunity certification for listed diseases; and
5. notifies students and prospective students of non-compliance with immunization requirements.

C. Standards for Documentary Proof of Immunization

The Superintendent shall designate District personnel to review the immunization records of students upon enrollment in the District to ensure that the District has received immunization documentation for each student. The standards for documentary proof, the schedule of required immunizations, record-keeping procedures, and reporting procedures shall be as set forth in the Arizona Immunization Handbook.

Parents/legal guardians requesting exemption from immunization requirements shall submit a medical exemption certification, a religious beliefs exemption statement, or a personal beliefs exemption statement using forms provided by the Arizona Department of Health Services.

https://azdhs.gov/preparedness/epidemiology-disease-control/immunization/index.php#schools-immunization-forms

D. Disease Reporting

The Superintendent shall designate District personnel to receive reports of the possible presence of listed diseases among students of the District. Such reports shall be made confidentially and incompliance with FERPA and other applicable state and federal privacy laws. Designated personnel receiving a report shall use the reporting process as set forth in the Arizona Immunization Handbook.

E. Student Attendance

Except as required by state or federal law, no student shall be permitted to attend school unless the District has first obtained immunization documentation for all listed diseases with respect to that student. Notwithstanding the previous sentence, the District shall immediately enroll homeless children and youths. District personnel shall work with the corresponding McKinney-Vento liaison to promptly obtain immunization records or required immunizations.

During an outbreak of a listed disease, no student who does not have either proof of immunization or an immunity certification for such listed disease shall be permitted to attend school for the duration of the outbreak. The Superintendent shall develop procedures by which students who are unable to attend school during an outbreak may remain current with their coursework.

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## © 5-404 Administration of Medication

Definitions

"Administration of a prescription medication or a patent or proprietary medication" means the giving of a single dose of medication or the giving of a treatment package in its original container.

"Anaphylactic shock" is a severe systemic allergic reaction, resulting from exposure to an allergen, which may result in death.

"Authorized entity" refers to the District.

“Epinephrine delivery system” means a single-use device or product that contains a premeasured dose of epinephrine and that is approved by the U.S. Food and Drug Administration to prevent or treat a life threatening allergic reaction.

"Bronchodilator" means albuterol or another short-acting bronchodilator that is approved by the United States Food and Drug Administration for the treatment of respiratory distress.

"Dietary supplement" means any of the following substances when contained in the form of a pill or powder: a vitamin; a mineral; an herb or other botanical; an amino acid; a dietary substance used to increase or decrease body weight, muscle mass or metabolism; or any concentrate, metabolite, extract, or combination of the foregoing ingredients.

"Health care provider" means a licensed doctor of medicine or osteopathic medicine, nurse practitioner, physician assistant, or pharmacist.

"Inhaler" means a device that delivers a bronchodilator to alleviate symptoms of respiratory distress that is manufactured in the form of a metered-dose inhaler or dry powder inhaler that includes a spacer or holding chamber that attaches to the inhaler to improve the delivery of the bronchodilator.

"Medical monitoring device" means any device used to monitor blood glucose, oxygen saturation, heart rate, or other physiological function.

"Medication" means any prescription medication or over-the-counter medication.

"Over-the-counter medication" means any non-narcotic drug that may be sold without a prescription and is prepackaged and labeled for use by a consumer in accordance with the requirements of state and federal law.

"Person" includes District staff acting in the person's official capacity.

"Prescription medication" means any drug that is dispensed for use pursuant to a health care provider's order for a named student.

"Patent or proprietary medication" means an over-the-counter (nonprescription) medicine or medicinal preparation that is typically protected and advertised by a

trademark and trade name (and sometimes a patent) and claimed to be effective against minor disorders and symptoms.

"Staff" means District-employed staff or nurses who are under contract with the District.

"Standing order" means a prescription protocol or instructions issued by the chief medical officer of the Arizona Department of Health Services, the chief medical officer of a county health department, or an authorized health care provider as designated by statute.

General

The Governing Board directs the Superintendent to prescribe and enforce procedures governing the administration of a prescription medication or a patent or proprietary medication to students by District staff.

The District will coordinate with the parent/legal guardian and the student's health care provider when it is necessary for a student to take medication during the school day. Before administering prescription medication to a student, the District will obtain a written order from the physician, nurse practitioner, or physician assistant stating the name of the medicine, the dosage, and the time it is to be given. In the case of a minor student, the District shall obtain written permission from the student's parent/legal guardian to allow the school to administer or the student to self-administer the medicine, except for an emergency administration pursuant to A.R.S. §15-157 (epinephrine) or A.R.S. § 15-158 (inhalers) or A.R.S. § 15-341, subsection A, paragraph 43 (naloxone hydrochloride/any other opioid antagonist).

Medication administered by the District under this Policy, whether prescription or over the counter, must be delivered to the District in the original container with all warnings and directions intact.

An administrator may designate school staff to administer the medication. Each administration of medication must be documented, making a record of the student having received the medication. Medication must be kept in their original containers in a locked cabinet.

Prescription Medication

A. Epinephrine

The Board directs the Superintendent to prescribe and enforce procedures for the emergency administration of epinephrine by trained District staff pursuant to A.R.S. § 15-157 and subsequent to the adoption of rules by the State Board of Education pertaining to annual training in the administration of epinephrine, recognition of anaphylactic shock symptoms or life threatening allergic reaction, the procedures to follow when anaphylactic shock/life threating allergic reaction occurs, and the requirements of A.R.S. § 15-203(A)(39) and Ariz. Admin. Code R7-2-809. These procedures shall address, at a minimum, the following requirements:

1. determining if symptoms indicate possible anaphylactic shock or life threatening allergic reaction;

2. selecting the appropriate dosage of epinephrine to administer pursuant to a standing order;
3. injecting epinephrine via the delivery system pursuant to a standing order, noting the time and dose given;
4. calling 911 to advise that anaphylactic shock or life threatening allergic reaction is suspected, and epinephrine was administered;
5. keeping the person stable until emergency responders arrive;
6. advising school medical personnel and administration of the incident;
7. repeating the dose pursuant to a standing order when symptoms persist, and emergency responders have not arrived;
8. providing emergency responders with the used epinephrine delivery system labeled with name, date, and time administered;
9. assuring that parent/legal guardian has been notified and advised to promptly alert the student's primary care physician of the incident;
10. completing written documentation of the incident, detailing who administered the epinephrine, the rationale for administering the epinephrine, the approximate time of the administration, and notifications made to school administration, emergency responders, the student's parent/legal guardian, and the doctor or chief medical officer who issued the standing order;
11. ordering replacement dose or doses of epinephrine delivery systems; and
12. reviewing any incident involving emergency administration of epinephrine to determine the adequacy of response.

Staff Administration of Epinephrine in an Emergency

If the District voluntarily chooses or is required to stock epinephrine delivery systems, the following provisions apply.

The District will designate a minimum of two school personnel for each school site who shall be required to receive annual training in the proper administration of epinephrine delivery systems in cases of anaphylactic shock or life threatening allergic reaction pursuant to standing order. One or more of the trained personnel may be a school nurse or athletic trainer, if employed by the school.

The District shall maintain and make available upon request a list of those school personnel authorized and trained to administer epinephrine.

Report of Incidents of Epinephrine Use

The District shall report to the Arizona Department of Health Services all incidents of use of epinephrine delivery systems in the format prescribed by the Arizona Department of Health Services.

Self-Administration

Students who have been diagnosed with anaphylaxis by a health care provider may carry and self-administer emergency medications including epinephrine while at school and school sponsored events, provided the student's name is on the prescription label on the medication container or device and annual written documentation from the student's parent/legal guardian that authorizes possession and self-administration is on file with the school. Following the self-administration of the medication at school or a school sponsored event, the student shall notify the school office nurse as soon as practicable.

Annual Training in Administration of Epinephrine

Training in the administration of epinephrine shall be conducted in accordance with minimum standards and curriculum developed by the Arizona Department of Health Services in consultation with the Arizona Department of Education.

Annual Training on the Recognition of Anaphylactic Shock Symptoms and Procedures to Follow When Anaphylactic Shock Occurs

The District shall designate at least two school personnel for each school site who shall be required to receive annual training on the recognition of anaphylactic shock symptoms and in the proper administration of epinephrine to standing order. One or more of the trained personnel may be a school nurse or athletic trainer if they are employed by the school.

Training shall be conducted in accordance with minimum training standards developed by the Arizona Department of Health Services in consultation with the Arizona Department of Education and shall follow the most current guidelines issued by the American Academy of Pediatrics. Training shall be conducted in collaboration with a public health organization by a regulated health care professional whose competencies include the recognition of anaphylactic shock symptoms and procedures to follow when anaphylactic shock occurs, including but not limited to a licensed school nurse, certified emergency medical technician, or licensed athletic trainer.

At a minimum, training shall include procedures to follow when responding to anaphylactic shock, including direction regarding summoning appropriate emergency care, and documenting, tracking, and reporting of the event.

Training shall also include standards and procedures for acquiring a supply of at least two juvenile doses and two adult doses of epinephrine, restocking epinephrine delivery systems upon use or expiration, and storing all epinephrine delivery systems prescribed in the standing order and in secure, easily accessible locations on school sites.

The District shall obtain a standing order from its designated district physician licensed pursuant to A.R.S. Title 32, and if no such physician is available to provide a standing order, from the chief medical officer of the Arizona Department of Health Services or the chief medical officer of a county health department.

Standing orders shall be renewed annually and upon the change of any designated school district physician.

Standing orders shall identify the appropriate dosage of epinephrine to administer based upon weight and the frequency at which epinephrine may be administered if symptoms persist or return.

The Board recognizes that the prescribed annual training is optional during any fiscal year in which a school does not stock epinephrine delivery systems at the school during that fiscal year.

The District may accept monetary donations for, or apply for grants for, the purchase of epinephrine delivery systems, or may participate in third-party programs to obtain epinephrine delivery systems at fair market, free, or reduced prices.

B. Inhalers

The Board directs the Superintendent to prescribe and enforce regulations and procedures in consultation with the Arizona Department of Education, medical professionals, school health professionals, school administrators, and an organization that represents school nurses in this state for the administration of inhalers.

Emergency Administration of Inhalers

If the District voluntarily chooses or is required to stock inhalers, the following provisions apply.

Pursuant to a standing order, the school nurse or District staff trained in the administration of inhalers may administer or assist in the administration of an inhaler to a student or adult whom he/she believes in good faith to be exhibiting symptoms of respiratory distress while at a school or at a school sponsored event.

The Superintendent shall develop procedures for the administration of inhalers in emergency situations, as directed on the prescription protocol.

The District shall designate at least two staff at each school to administer inhalers and be trained in the recognition of respiratory distress symptoms and the procedures to follow when respiratory distress occurs, in accordance with good clinical practice. At least two District staff members at each school shall be trained in the administration of inhalers, as directed on the prescription protocol.

Procedures to Follow When Respiratory Distress Occurs

A District that administers inhalers shall:

1. prescribe and enforce policies and procedures for the emergency administration of inhalers by designated and trained medical and non-medical personnel;
2. designate at least two District staff members at each school to be trained to recognize respiratory distress and administer inhalers;
3. require designated District staff to participate in annual training and provide a certificate of successful completion to the school;

4. designate District staff who have completed the required training to be responsible for the storage, maintenance, control, and general oversight of the inhalers and spacers or holding chambers acquired by the school;
5. acquire and stock a supply of inhalers and spacers or holding chambers pursuant to a standing order prescription; and
6. store medication in a secure, temperature-appropriate location, unlocked and readily accessible to designated personnel.

Pursuant to a standing order, District staff trained in the administration of inhalers may administer or assist in the administration of an inhaler to a student or adult whom the personnel believe in good faith to be exhibiting symptoms of respiratory distress while at school or a school-sponsored activity.

Procedures for the Administration of Inhalers In Emergency Situations

The Superintendent shall adopt procedures for the emergency administration of inhalers by designated trained personnel. The procedures shall address, at a minimum, the following required steps:

1. determine if symptoms indicate possible respiratory distress or emergency and determine if the use of an inhaler will properly address the respiratory distress or emergency;
2. administer the correct dose of inhaler medication, as directed by the prescription protocol, regardless of whether the individual who is believed to be experiencing respiratory distress has a prescription for an inhaler and spacer or holding chamber or has been previously diagnosed with a condition requiring an inhaler;
3. restrict physical activity, encourage slow breaths, and allow the individual to rest;
4. ensure that trained District staff stays with the subject who has been administered inhaler medication until it is determined whether the medication alleviates symptoms;
5. if applicable, instruct office staff to notify the school nurse if the inhaler is administered by a trained but non-licensed person;
6. instruct District staff to notify the parent/legal guardian;
7. call 911 if severe respiratory distress continues, advise that inhaler medication was administered, and stay with the person until emergency medical responders arrive;
8. if the individual shows improvement, keep under supervision until breathing returns to normal, with no more chest tightness or shortness of breath, and the individual can walk and talk easily;

9. allow a student to return to class if breathing has returned to normal and all symptoms have resolved;
10. notify a parent/legal guardian once the inhaler has been administered and the student has returned to class;
11. document the incident detailing:
    a. who administered the inhaler,
    b. the approximate time of the incident, and
    c. notifications made to the school administration, emergency responders, and the parent/legal guardian;
12. retain the incident data on file at the District pursuant to the District's general records retention schedule established by the Arizona State Library, Archives and Public Records; and
13. order replacement inhalers, spacers, and holding chambers as needed.

Report of Incidents of Inhaler Use

The District shall report to the parent/legal guardian all incidents of staff administration of an inhaler. The District shall develop procedures for notifying a parent/legal guardian once an inhaler has been administered.

Self-Administration

For breathing disorders, students who have been prescribed the medication by a health care provider for breathing disorders may carry a handheld inhaler for self-administration provided the student's name is on the prescription label, on the medication container, or on the handheld inhaler device and annual written documentation from the student's parent/legal guardian that authorizes possession and self-administration is on file with the school.

Annual Training in Administration of Inhalers

Training in the recognition of respiratory distress symptoms, the procedures to follow when respiratory distress occurs and the administration of inhalers, shall be conducted in accordance with good clinical practice, as directed on the prescription protocol, by designated medical and nonmedical school personnel.

The District shall be required to train a minimum of two school staff for each school site in the recognition of respiratory distress symptoms, the procedures to follow when respiratory distress occurs, and the administration of inhalers, as directed on the prescription protocol. While each school is required to have two trained personnel in order to implement the stock inhaler policies, schools may train as many personnel as they feel necessary.

Training in the administration of inhalers shall be conducted by a nationally recognized organization or professionally certified medical professionals that are experienced in training laypersons in emergency health treatment.

Training may be conducted online or in person and at a minimum shall include:

1. how to recognize signs and symptoms of respiratory distress in accordance with good clinical practice;
2. standards and procedures for the storage of inhalers;
3. standards and procedures for the administration of an inhaler, as directed on the prescription protocol; and
4. if necessary, emergency follow-up procedures after the administration of an inhaler.

Annual training is required for all District designated staff. District staff who participate in the training and are issued certificates of completion shall submit this certificate to the school.

Standing Orders

The District shall develop procedures for annually requesting a standing order for inhalers and spacers or holding chambers pursuant to A.R.S. § 15-158. The District shall obtain a standing order and prescription for inhalers and spacers or holding chambers from the chief medical officer of a county health department or a statutorily authorized health care provider. Standing orders and prescriptions shall be requested and renewed annually.

The District may accept monetary donations for, or apply for grants for, the purchase of inhalers and spacers or holding chambers, or may accept donations of inhalers and spacers or holding chambers directly from the product manufacturers.

C. Diabetes Management

The Board directs the Superintendent to adopt procedures for students who have been diagnosed with diabetes by a health care provider to manage their diabetes in the classroom, on school grounds and at school-sponsored activities as authorized by the health care provider. The procedures shall include the following components:

1. The parent/legal guardian shall annually submit a diabetes medical management plan to the student's school authorizing the student to carry appropriate medications and monitoring equipment. If applicable, the plan will acknowledge the student is capable of self-administration of those medications and equipment. The diabetes medical management plan provided by the parent/legal guardian shall be signed by a health care provider and shall state that the student is capable of self-monitoring blood glucose and shall list the medications, monitoring equipment, and nutritional needs that are medically appropriate for the student to self-administer and that have been prescribed or authorized for that student.
2. The plan shall contain a requirement that any medication administration services specified in the child's diabetes medical management plan shall be provided.

3. The diabetes medical management plan shall specify a method to dispose of equipment and medication in a manner agreed upon by the parent/legal guardian and the school.
4. The student must be capable of practicing proper safety precautions for the handling and disposing of the equipment and medication authorized for use in the student's diabetes medical management plan.
5. The District may withdraw a student's authorization to self-monitor blood glucose and self-administer diabetes medication if the student fails to practice proper safety precautions as set forth in the diabetes medical management plan.
6. The District may designate two (2) or more staff to serve as voluntary diabetes care assistants, subject to approval by the student's parent/legal guardian. Voluntary diabetes care assistants may administer insulin, assist the student with self-administration of insulin, and administer glucagon in an emergency as described in A.R.S. § 15-344.01.

Diabetes Care Assistants and Emergency Administration of Insulin and/or Glucagon

Two (2) or more school staff, subject to final approval by the student's parent/legal guardian, may volunteer to serve as diabetes care assistants. Voluntary diabetes care assistants are allowed to administer insulin, assist the student with self-administration of insulin, administer glucagon in an emergency to a student or perform any combination of these actions if all the following conditions exist:

1. A school nurse or another health care provider is not immediately available to attend to the student at the time of the emergency.
2. If the voluntary diabetes care assistant is authorized to administer glucagon, either the parent/legal guardian must provide to the school an unexpired glucagon kit prescribed for the student by an appropriately licensed health care provider, or the District must obtain glucagon pursuant to a standing order authorized by A.R.S. § 15-344.01.
3. If the voluntary diabetes care assistant is authorized to administer insulin, and the parent/legal guardian of the student has provided insulin and all equipment and supplies that are necessary for insulin administration by voluntary diabetes care assistants.

Self-Administration

When a parent/legal guardian has provided the school with a diabetes medical management plan that meets the standards set forth in District policy, the student may be authorized by the plan to carry appropriate medications and monitoring equipment and shall be recognized as capable of self-administration of the medication. Any medication administration services specified in the student's diabetes medical management plan shall be provided to the school.

Training

Training in the recognition of symptoms and treatment of hyperglycemia and hypoglycemia and the administration of glucagon shall be conducted in accordance with A.R.S. § 15-344.01.

All employees or District contractors who implement a diabetes medical management plan are required to provide to the school a written statement signed by an appropriately licensed health professional that the employee or contractor has received proper training in the administration of glucagon, including the training specified in A.R.S. § 15-344.01.

The training provided by an appropriately licensed health professional must include all the following:

1. an overview of all types of diabetes,
2. the symptoms and treatment of hyperglycemia and hypoglycemia,
3. techniques for determining the proper dose of insulin in a specific situation based on instructions provided in the orders submitted by the student's physician,
4. techniques for recognizing the symptoms that require the administration of glucagon, and
5. techniques for administering glucagon.

Standing Orders

The District may annually request a standing order to stock glucagon as permitted by A.R.S. § 15-344.01(E) for the emergency administration to a student by a health care professional as authorized by statute.

The District may accept donations or apply for grants to purchase glucagon or may participate in third-party programs to obtain glucagon for free or at a reduced cost.

Immunity

District staff shall not be subject to any penalty or disciplinary action for refusing to serve as a voluntary diabetes care assistant.

The District, District staff, and properly licensed volunteer health care providers are immune from civil liability for the consequences of the good faith adoption and implementation of policies and procedures pursuant to District policy and this regulation.

D. Seizure Management and Treatment Plans

The parent/legal guardian of a student who has a seizure disorder and who is enrolled with the District may submit to the District a copy of a seizure management and treatment plan, developed by the parent/legal guardian and student's physician responsible for the student's seizure treatment, for school staff to use if the student suffers a seizure at school or while participating in a school-sponsored activity. The plan must be submitted to and reviewed by the District before or at the beginning of the

school year, when the student enrolls (if enrollment occurs after the start of the school year) or as soon as practicable following a diagnosis of the student's seizure disorder.

Seizure management and treatment plans must:

1. outline procedures recommended by the physician responsible for the student's seizure treatment to manage an active seizure if the student suffers a seizure at school or while participating in a school-sponsored activity;
2. outline health care services available at the school that may help the student manage his/her seizure disorder at school or while participating in a school-sponsored activity; and
3. be signed by the student's parent/legal guardian and the physician responsible for the student's seizure treatment.

A school nurse employed by or under contract with the District shall review each seizure management and treatment plan. If a school nurse is not available, the District shall designate an employee to be responsible for reviewing seizure management and treatment plans.

Immunity

District staff are immune from civil liability with respect to all decisions made and actions taken that are based on good faith implementation of a seizure management and treatment plan submitted pursuant to state statute, including an action or failure to act in administering a medication, assisting with self-administration, or otherwise providing for the care of a student under a seizure management and treatment plan submitted for the student, except in cases of gross negligence, willful misconduct, or intentional wrongdoing.

Training

A school nurse employed by or under contract with the District shall complete an online course of instruction for school nurses regarding managing students with seizure disorders. The course must be approved by the state board of education and include information about seizure recognition and related first aid.

Each school shall have at least one employee at the school other than a school nurse who has met the training requirements necessary to administer or assist with the self-administration of both of the following:

1. a seizure rescue medication or a medication prescribed to treat seizure disorder symptoms as approved by the United States Food and Drug Administration; and
2. a manual dose of prescribed electrical stimulation using a vagus nerve stimulator magnet as approved by the United States Food and Drug Administration.

District staff whose duties at the school include regular contact with students shall complete an online course of instruction for District staff regarding awareness of students with seizure disorders. The course must be approved by the Arizona State Board of Education and include information about seizure recognition and related first aid.

The District is compliant with this section if a student requires an educational accommodation under Section 504 of the Rehabilitation Act of 1973 and the student's accommodation plan includes a seizure management and treatment plan.

E. Naloxone

The Board directs the Superintendent to prescribe and enforce procedures for the emergency administration of naloxone hydrochloride or any other opioid antagonist approved by the United States Food and Drug Administration by district staff pursuant to A.R.S. § 36-2267, which, in part states the following:

1. A person may administer an opioid antagonist that is prescribed or dispensed pursuant to A.R.S. §§ 32-1979 or 36-2266 in accordance with the protocol specified by the health care provider to a person who is experiencing an opioid-related overdose.
2. A person who in good faith and without compensation administers an opioid antagonist to a person who is experiencing an opioid-related overdose is not liable for any civil or other damages as the result of any act or omission by the person rendering the care or as the result of any act or failure to act to arrange for further medical treatment or care for the person experiencing the overdose, unless the person while rendering the care acts with gross negligence, willful misconduct, or intentional wrongdoing.

The District may obtain, directly or by a standing order, from a health care provider authorized by law to prescribe drugs or any other health professional who has prescribing authority and who is acting within the health professional's scope of practice, naloxone hydrochloride or any other opioid antagonist that is approved by the United States food and drug administration for use according to the protocol specified by the health care provider to a person who is at risk of experiencing an opioid-related overdose, to a family member of that person, to a community organization that provides services to persons who are at risk of an opioid-related overdose, or to any other person who is in a position to assist a person who is at risk of experiencing an opioid-related overdose.

The District shall summon emergency services as soon as practicable, either before or after administering the opioid antagonist.

F. Over-the-Counter Medication

When it is necessary for a student to receive a medicine that does not require a prescription order but is sold, offered, promoted, and advertised to the general public, the District shall establish procedures to ensure the protection of the school and the student.

Protection of Students

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

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

Adopted:

Legal Authority:

A.R.S. § 15-157

A.R.S. § 15-158

A.R.S. § 15-160.02

A.R.S. § 15-203

A.R.S. § 15-341

A.R.S. § 15-344

A.R.S. § 15-344.01

A.R.S. § 36-2266

A.R.S. § 36-2267

Ariz. Admin. Code R7-2-809

Ariz. Admin. Code R7-2-810

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## © 5-404.A Procedure—Administration of Medication—Procedures for Administration

A. Epinephrine

Prior to the emergency administration of epinephrine, a District nurse, health assistant, or other trained staff shall:

1. determine if symptoms indicate possible anaphylactic shock or life threatening allergic reaction, and
2. select the appropriate dosage of epinephrine to administer pursuant to the District standing order.

After the emergency administration of epinephrine via an epinephrine delivery system, the District nurse, health assistant, or other trained staff shall:

1. Document the time and dose given to the student.
2. Call 911 to advise that anaphylactic shock is suspected, and epinephrine was administered.
3. Keep the student stable until emergency responders arrive.
4. Advise District health care providers and administration of the incident.
5. Repeat the dose pursuant to a standing order if symptoms persist and emergency responders have not arrived.
6. Provide emergency responders with the used epinephrine delivery system labeled with name, date, and time administered.
7. Ensure that the parent/legal guardian or emergency contact have been notified and advised to promptly alert the student's primary care physician of the incident.
8. Complete written documentation of the incident, which shall include the following:
    a. name and position of District staff who administered the epinephrine;
    b. the rationale for administering the epinephrine;
    c. the approximate time of the epinephrine delivery; and
    d. notifications made to school administration, emergency responders, the student's parent/legal guardian, and the prescribing health care provider or agency who issued the standing order.

Periodically, a District nurse, health assistant, or other trained staff shall:

1. order replacement epinephrine delivery systems; and
2. review any incident involving emergency administration of epinephrine to determine the adequacy of response.

B. Inhalers

Procedures for the Administration of Inhalers In Emergency Situations

A District nurse, health assistant, or other trained staff shall adhere to the following procedures in the emergency administration of an inhaler:

1. Determine if symptoms indicate possible respiratory distress or emergency and determine if the use of an inhaler will properly address the respiratory distress or emergency.
2. Administer the correct dose of inhaler medication, as directed by the prescription protocol, regardless of whether the individual who is believed to be experiencing respiratory distress has a prescription for an inhaler and spacer or holding chamber or has been previously diagnosed with a condition requiring an inhaler.
3. Restrict the student's physical activity, encourage slow breaths, and allow the student to rest.
4. Ensure that trained District staff stays with the student who has been administered inhaler medication until it is determined whether the medication successfully alleviated symptoms.
5. If applicable, instruct office staff to notify the school nurse if the inhaler was administered by a trained but non-licensed person.
6. Call 911 if severe respiratory distress continues. Advise that inhaler medication was administered and stay with the student until emergency medical responders arrive.
7. If the student shows improvement, keep under supervision until breathing returns to normal, with no more chest tightness or shortness of breath, and the student can walk and talk easily.
8. Allow the student to return to class if breathing has returned to normal and all symptoms have resolved.
9. Notify the parent/legal guardian once the inhaler has been administered and the student has returned to class.
10. If respiratory stress continues, re-administer the inhaler in accordance with the medical prescription order while waiting for emergency responders.
11. Document the incident detailing:
    a. who administered the inhaler,
    b. the approximate time of the incident, and
    c. notifications made to the school administration, emergency responders, and parent/legal guardian.

12. Retain the incident data on file at the District pursuant to the District's general records retention schedule established by the Arizona State Library, Archives and Public Records; and

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

C. Diabetes Management

The following procedures are established for students who have been diagnosed with diabetes by a health care provider to manage their diabetes in the classroom, on school grounds, and at school-sponsored activities as authorized by the health care provider.

1. The District shall require the parent/legal guardian to annually submit a diabetes medical management plan to the student's school authorizing the student to carry appropriate medications and monitoring equipment. If applicable, the plan will acknowledge the student is capable of self-administration of those medications and equipment. The diabetes medical management plan provided by the parent/legal guardian shall be signed by a health care provider and shall state that the student is capable of self-monitoring blood glucose and shall list the medications, monitoring equipment, and nutritional needs that are medically appropriate for the student to self-administer and that have been prescribed or authorized for that student.

2. The parent/legal guardian shall provide all medication, equipment, and supplies prescribed in the student's diabetes medical management plan for use at school.

3. The District shall require that the diabetes medical management plan shall specify a method to dispose of equipment and medication in a manner agreed upon by the parent/legal guardian and the school.

4. The District shall require that the student be capable of practicing proper safety precautions for the handling and disposal of the equipment and medication authorized for use in the student's diabetes medical management plan.

5. The District may withdraw a student's authorization to self-monitor blood glucose and self-administer diabetes medication if the student fails to practice proper safety precautions as set forth in the diabetes medical management plan.

6. The District may designate two or more staff to serve as voluntary diabetes care assistants, subject to approval by the student's parent/legal guardian. Voluntary diabetes care assistants may administer insulin, assist the student with self-administration of insulin, and administer glucagon in an emergency situation as described in A.R.S. § 15-344.01.

7. The District may choose to stock one or more doses of glucagon pursuant to a standing order for administration to a student in an emergency as permitted by A.R.S. § 15-344.01 (E).

D. Naloxone

The District has adopted the following procedures for the administration of naloxone.

1. District staff may administer an opioid antagonist that is prescribed or dispensed pursuant to A.R.S. §§ 32-1979 or 36-2266 in accordance with the protocol specified by the health care provider to a person who shows symptoms of or is experiencing an opioid-related overdose.
2. The District shall summon emergency services as soon as practicable, either before or after administering the opioid antagonist.
3. The District nurse, health assistant, or other trained staff shall:
    1. Document the time and dose(s) given to the student.
    2. Advise the District lead health professional and the prescribing agency/provider of the incident.
    3. Repeat the dose pursuant to the standing order if symptoms persist, and emergency responders have not arrived.
4. Provide the emergency responders with the time and number of doses administered.
5. Ensure that the parent/legal guardian or emergency contact have been notified.
6. Complete written documentation of the incident, which shall include the following:
    1. name and position of District staff who administered the naloxone;
    2. the rationale for administering naloxone;
    3. the approximate time of administration; and
    4. notifications made to school administration, emergency responders, the student's parent/legal guardian, and the prescribing agency/provider.

E. Over the Counter Medication

The District has established the following procedures for situations in which a student needs to receive a medicine that does not require a prescription order but is sold, offered, promoted, and advertised to the general public.

The parent/legal guardian will provide an order from a United States licensed physician, nurse practitioner, physician's assistant, or dentist including the student's diagnosis, medication name, strength, route, dosage for school, and frequency or time of administration of the over-the-counter medication.

1. Staff Administration
    a. Written permission must be provided by the parent/legal guardian for the administration of specific over-the-counter drugs.
    b. Any over-the-counter drug or medicine sent by the parent/legal guardian to be administered to a student must come to the school office in the original manufacturer's packaging with all directions, dosages, compound contents, and proportions clearly marked.

c. An administrator may designate a school employee to administer a specific over-the-counter drug.

d. Each instance of administration of an over-the-counter drug must be documented in the daily log.

e. Over-the-counter drugs must be kept in their original containers in a locked medicine cabinet.

2. Self-Administration

a. Written permission must be provided by the parent/legal guardian for the administration of specific over-the-counter drugs by the student.

b. Over-the-counter drugs or medicine sent by the parent/legal guardian to be administered by the student must be kept by the student in the original manufacturer's packaging, with all directions, dosages, compound contents, and proportions clearly marked.

c. Necessity for self-administration of an over-the-counter drug or medicine shall be determined by the student's physician and must be verified by a signed physician's statement attached to the parent/legal guardian permission form, indicating the specific drug or medicine.

Pursuant to a standing order issued by the medical officer of a county health department, a United States licensed physician, licensed nurse practitioner, licensed physician assistant or dentist, the District nurse, health assistant, or trained staff may administer certain over-the-counter medications according to the current provider standing order.

1. Written permission must be provided by the parent/legal guardian for the administration of acetaminophen, ibuprofen, and calcium carbonate in accordance with the District's standing medical prescription orders.
2. With parent/legal guardian permission, based on professional nursing assessment and judgment, acetaminophen, ibuprofen, and calcium carbonate may be administered to a student in accordance with the District's standing medication order(s).
3. The school will not supply over-the-counter medications for frequent or daily use.

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## © 5-405 Drug and Alcohol Prevention Instruction

Definitions

"Dangerous drug" means drugs listed in A.R.S. § 13-3401 by whatever official, common, usual, chemical, or trade name designated.

"Date rape drug" means a drug prescribed in A.R.S. § 13-3401(30)(f)-(m).

"Marijuana" means all parts of any plant of the genus cannabis, from which the resin has not been extracted, whether growing, or not, and the seeds of such plant.

"Narcotic drug," "marijuana," and "dangerous drug" have the same meaning prescribed in A.R.S. § 13-3401.

Instruction

The Governing Board has adopted this policy on chemical abuse prevention in consultation with students, District staff, and members of the community, including parents/legal guardians, and local law enforcement agencies.

The District may provide instruction on the nature, and harmful effects of alcohol, tobacco, narcotic drugs, marijuana, date rape drugs, and other dangerous drugs on the human system, and the laws related to the control of these substances. If provided, this instruction shall be included in the courses of study in common schools with emphasis on grades four (4) through eight (8).

The District may provide instruction on the nature, and harmful effects of alcohol, tobacco, narcotic drugs, marijuana, date rape drugs, and other dangerous drugs on a human fetus. If provided, this instruction shall be included in the courses of study in grades six (6) through twelve (12).

Chemical abuse prevention instruction will be integrated into existing health, science, citizenship, or similar studies. The District may request technical assistance from the Arizona Department of Education to implement programs to prevent chemical abuse.

Chemical abuse prevention education programs shall be developed in consultation with, and meet criteria set by an interagency committee formed between the department of education, and the department of health services pursuant to A.R.S. § 15-712. The District may accept monies appropriated for chemical abuse prevention programs from the State Board of Education to assist with the costs of programs designed to prevent chemical abuse by students in kindergarten programs, and grades one through twelve. Districts with chemical abuse prevention policies and procedures as prescribed in A.R.S. § 15-345 are eligible for a maximum of one dollar for each student, or one thousand dollars, whichever is more. If sufficient monies are not available to meet all requests, districts will receive funding based on need, availability of other programs, or sources of revenue, and the likelihood of the district's proposed program successfully meeting needs identified by the District.

The District shall include the monies it receives for chemical abuse prevention programs under this section in the special projects section of the budget as provided in section A.R.S. § 15-903(F).

Adopted:

Legal Authority:

A.R.S. § 15-345

A.R.S. § 15-712

A.R.S. § 13-3401

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## © 5-406 Restraint and Seclusion

Definitions

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

1. methods or devices implemented by trained school personnel or used by a student for the specific and approved therapeutic or safety purposes for which the method or device is designed and, if applicable, prescribed;
2. the temporary touching or holding of the hand, wrist, arm, shoulder or back for the purpose of inducing a student to comply with a reasonable request or to go to a safe location;
3. the brief holding of a student by one adult for the purpose of calming or comforting the student; or
4. physical force used to take a weapon away from a student or to separate and remove a student from another person when the student is engaged in a physical assault on another person.

"School" means the District or any school within the District.

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

Use of Restraint and Seclusion

Restraint and seclusion are not authorized to be used for disciplinary purposes.

Restraint or seclusion techniques may be used on a student only if both of the following apply:

1. the student's behavior presents an imminent danger of bodily harm to the student or others; and
2. less restrictive interventions appear insufficient to mitigate the imminent danger of bodily harm.

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

1. School personnel shall maintain continuous visual observation and monitoring of the student while the restraint or seclusion technique is in use.
2. The restraint or seclusion technique shall end when the student's behavior no longer presents an imminent danger to the student or others.

3. The restraint or seclusion technique shall be used only by school personnel who are trained in the safe and effective use of restraint and seclusion techniques, unless an emergency situation does not allow sufficient time to summon trained personnel.
4. The restraint technique employed may not impede the student's ability to breathe.
5. The restraint technique may not be out of proportion to the student's age or physical condition.

Restraint or seclusion techniques may be included in the school's safety or crisis intervention plan if the plan is not specific to any individual student.

Required Documentation Following Use of Restraint or Seclusion

The following reporting and documentation procedures are to be followed when a restraint or seclusion technique has been used on a student:

1. School personnel shall provide the student's parent/legal guardian with written or oral notice on the same day that the incident occurred unless circumstances prevent same-day notification. If the notice is not provided on the same day of the incident, notice shall be given within twenty-four hours after the incident.
2. Within a reasonable time following the incident, school personnel shall provide the student's parent/legal guardian with written documentation that includes information about any persons, locations or activities that may have triggered the behavior, if known, and specific information about the behavior and its precursors, the type of restraint or seclusion technique used and the duration of its use.
3. School personnel shall review strategies used to address a student's dangerous behavior if there has been repeated use of restraint or seclusion techniques for the student during a school year. The review shall include a review of the incidents in which restraint or seclusion technique were used and an analysis of how future incidents may be avoided, including whether the student requires a functional behavioral assessment.

Law Enforcement

If school personnel summon law enforcement instead of using a restraint or seclusion technique on a student, the school shall follow the "required documentation" requirements listed above.

Notwithstanding this Policy, school resource officers are authorized to respond to situations that present the imminent danger of bodily harm according to protocols established by the law enforcement agency.

Adopted:

Legal Authority:

A.R.S. § 15-105

A.R.S. § 15-843

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## © 5-407 Discrimination Complaints

Students may file complaints alleging unlawful discrimination or harassment based upon a protected class category pursuant to the following Governing Board policies:

Policy 1-201: Equal Educational Opportunity and Non-Discrimination (Students)

Policy 1-203: Equal Opportunity - Prohibited Sex Discrimination (Title IX)

Adopted:

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## © 5-408 Hazing Prevention

Hazing is prohibited. Solicitation to engage in hazing is prohibited. Aiding and abetting another person who is engaged in hazing is prohibited.

A person commits hazing by:

Intentionally, knowingly, or recklessly, for the purpose of pre-initiation activities, pledging, initiating, holding office, admitting, or affiliating a student into or with an organization or for the purpose of continuing, reinstating, or enhancing a student's membership or status in an organization, causing, coercing, or forcing a student to engage in or endure any of the following:

1. sexual humiliation or brutality, including forced nudity or an act of sexual penetration, or both;
2. conduct or conditions, including physical or psychological tactics, that are reasonably calculated to cause severe mental distress to the student, including activities that are reasonably calculated to cause the student to harm themselves or others;
3. the consumption of any food, nonalcoholic liquid, alcoholic liquid, drug, or other substance that poses a substantial risk of death, physical injury, or emotional harm;
4. an act of restraint or confinement in a small space or significant sleep deprivation;
5. conduct or conditions that violate a federal or state criminal law and that pose a substantial risk of death or physical injury; or
6. physical brutality or any other conduct or conditions that pose a substantial risk of death or physical injury, including whipping, beating, paddling, branding, electric shocking, placing harmful substances on the body, excessive exercise or calisthenics, or unhealthy exposure to the elements.

Arizona law specifically prohibits the following:

a. with the intent to promote or aid the commission of hazing, agreeing with one or more persons that at least one of them or another person will engage in hazing and one of the parties commits an overt act in furtherance of hazing;

b. intentionally or knowingly engaging in conduct that would constitute hazing if the attendant circumstances were as the person believes them to be;

c. intentionally or knowingly doing anything that, under the circumstances as the person believes them to be, is any step in a course of conduct planned to culminate in committing hazing; and

d. intentionally or knowingly engaging in conduct that is intended to aid another to commit hazing, although the hazing is not committed or attempted by the other person.

This Policy shall not be construed to apply to customary athletic events, contests, or competitions that are sponsored by the school or to any activity or conduct that furthers the goals of a legitimate educational curriculum, legitimate extracurricular program, or legitimate military training program.

Victim consent to or acquiescence in hazing is not a defense to a violation of this Policy.

All students, teachers, and staff shall take reasonable measures within the scope of their individual authority to prevent violations of this Policy.

Complaints of hazing and violations of this Policy shall be reported to the principal or assistant principal of the school that sponsors the organization or where any student allegedly involved is enrolled. The principal, assistant principal, or designee shall promptly investigate all complaints of hazing and violations of this Policy. Violations of this Policy shall be reported to the appropriate law enforcement agency whenever a crime is reasonably suspected to have occurred.

Students who violate this Policy are subject to disciplinary action, including suspension and expulsion. Any teacher or staff member who knowingly allows, authorizes, or condones a violation of this Policy is subject to disciplinary action, including suspension without pay and termination of employment. Any organization that knowingly allows, authorizes, or condones a violation of this Policy may have its permission to conduct operations at the school suspended or revoked. All persons and organizations alleged to have violated this Policy are entitled to appropriate due process, including the right to appeal the discipline or sanction to the next administrative level.

This Policy shall be posted in each school building and printed in every student handbook for distribution to parents/legal guardians and students.

Adopted:

Legal Authority:

A.R.S. § 13-1215

A.R.S. § 13-1216

A.R.S. § 15-2301

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## © 5-409 Prohibition on Harassment, Intimidation, and Bullying

Harassment, intimidation, and bullying are prohibited on school grounds and property, on school buses, at school bus stops, at school-sponsored events and activities, and through the use of electronic technology and electronic communication on school computers, networks, forums, and mailing lists.

Harassment means any unwelcome conduct by one student toward another student on the basis of race, color, national origin, religion, sex (including sexual orientation and gender identity), or disability and that is sufficiently severe, pervasive, and objectively offensive so as to effectively deny a person equal access to the District's education program or activity.

Intimidation means any behavior by one student toward another student intended to induce fear of physical or emotional harm.

Bullying means any aggressive behavior by one student toward another student that involves an observed or perceived power imbalance and is repeated multiple times. Bullying may inflict physical, psychological, social, or educational harm or distress on a targeted student. It is not bullying when:

- Students of similar age, strength, and size quarrel or fight with each other.
- A student provokes another into a verbal or physical confrontation.
- A student acts aggressively toward another student in the absence of an imbalance of power.

At the beginning of each school year, school officials are to provide all students with a written copy of the rights, protections, and support services available to victims of harassment, intimidation, or bullying.

All schools shall make a written form available for the reporting of incidents of harassment, intimidation, or bullying. Students and parents/legal guardians may make a confidential report to the appropriate school official. District employees are to report suspected incidents of harassment, intimidation, or bullying to the appropriate school official in writing. District employees who fail to do so are subject to disciplinary action, including suspension without pay and termination of employment.

All reported incidents of harassment, intimidation, or bullying are to be documented and the documentation maintained for at least six years. The documentation shall not be used to impose disciplinary action unless an appropriate school official determines that the alleged harassment, intimidation, or bullying occurred. The documentation shall be maintained confidential to the extent possible, and if provided to persons other than school officials or law enforcement, all individually identifiable information shall be redacted.

If an incident of harassment, intimidation, or bullying is reported, school officials will provide an alleged victim with a written copy of the rights, protections, and support services available.

An appropriate school official shall investigate reported and suspected incidents of harassment, intimidation, or bullying and shall notify the alleged victim and alleged victim's parents/guardians of the investigation.

Students who have admitted to or been found to have engaged in harassment, intimidation, or bullying are subject to disciplinary action, including suspension and expulsion. Any student determined to have submitted a false report of harassment, intimidation, or bullying is also subject to disciplinary action, including suspension and expulsion.

Any student physically harmed as the result of harassment, intimidation, or bullying may be referred for emergency medical services, if appropriate. Violations of this Policy shall be reported to the appropriate law enforcement agency whenever a crime is reasonably suspected to have occurred.

Adopted:

Legal Authority:

A.R.S. § 15-341

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## © 5-410 Interscholastic Athletics

Definitions

"AIA" means the Arizona Interscholastic Association.

"Interscholastic athletic activity" means an interscholastic extracurricular activity consisting of a sport or other athletic competition, including all practice sessions, games and other activities for interscholastic athletics.

“Interscholastic athletics” does not include dance, rhythmic gymnastics, competitions or exhibitions of academic skills or knowledge or other forms of physical noncontact activities, civic activities, or academic activities.

Interscholastic Athletic Activities

All interscholastic athletic activities require Board approval.

No student may participate in an interscholastic athletic activity unless the District has first obtained and placed on file a consent form signed by the student and the student's parent/legal guardian which indicates that the both the student and the student's parent/legal guardian have received information regarding: the provision of water; concussions and head injuries; heat-related illnesses; sudden cardiac death and prescription opioid use. Written consent shall be required each school year for each interscholastic athletic activity in which the student participates. The Superintendent shall develop procedures to provide the required education and obtain the required consent forms.

Water

Student athletes shall have access to drinking water at all times.

Concussion & Head Injury

The District shall develop guidelines and materials to inform and educate coaches, student athletes, and parents/legal guardians of the dangers of concussions and head injuries and the risks of continued participation in athletics after a concussion.

Before a student athlete may participate in an athletic activity, the student athlete and his/her parent/legal guardian must sign an information form at least once each school year acknowledging their awareness of the nature and risk of concussion.

A student athlete suspected of sustaining a concussion shall be immediately removed from athletic activity with notice to the student athlete's parent/legal guardian. Any of the following may remove a student athlete from athletic activity for a suspected concussion: coach, official/referee, health care provider, or the student athlete's parent/legal guardian. Once removed from athletic activity, the student athlete may only return to play once a health care provider trained in the evaluation and management of concussions and head injuries has evaluated the student athlete and provided written clearance.

A health care provider means a duly licensed physician, athletic trainer, nurse practitioner, or physician assistant.

Heat-Related Illnesses, Sudden Cardiac Death, and Prescription Opioid Use

The District shall develop guidelines and materials to inform and educate coaches, student athletes, and parents/legal guardians of the dangers of heat-related illnesses, sudden cardiac death, and prescription opioid use.

Before a student athlete may participate in an athletic activity, the student athlete and his/her parent/legal guardian must be provided with information at least once each school year on the risks of heat-related illnesses, sudden cardiac death, and prescription opioid addiction.

Automated External Defibrillators

Beginning on August 1, 2026, if the District provides instruction to students in grades 9-12 and sponsors an athletic team or sports program, the District shall provide an automated external defibrillator (AED) on each school campus and at each school sponsored athletic event, including all practices, trainings and competitions. The District shall maintain and display the AED as required by A.R.S. §15-120.07.

Interscholastic Athletic Activities

District personnel shall follow the following AIA policies, which are incorporated into these Procedures:

1. 43.3 - Concussion Education
2. 43.4 - Concussion Policy
3. 43.5 - Heat Acclimatization & Exertional Heat Illness Management Policy

The incorporated AIA policies shall apply to all athletic activities directly sponsored by the District, but shall not apply to dance, rhythmic gymnastics, competitions or exhibitions of academic skills or knowledge or other similar forms of physical noncontact activities, civic activities or academic activities, whether engaged in for the purposes of competition or recreation.

Outside Groups/Organizations

An Arizona-based group or organization that uses District property or facilities for athletic activities shall comply with the above requirements.

Permission Forms and Education

The building administration on each campus shall ensure that there is written consent from a parent/legal guardian on file for each student participating in an interscholastic athletic activity and that all students participating in an interscholastic athletic activity and their parents have received educational materials related to the provision of water, concussions and head injuries, heat-related illnesses, sudden cardiac death and prescription opioid use, which information shall consist of materials developed by the

AIA and any additional materials relevant to the interscholastic athletic activity as determined by the faculty sponsor, principal, or athletic director.

Designation of Teams by Sex

All athletic events shall be designated as one of the following: (1) "boys", (2) "girls", or (3) "mixed". Teams and events for girls shall be reserved for students whose biological sex as determined at birth is female as required by A.R.S. § 15-120.02.

Adopted:

Legal Authority:

A.R.S. § 15-341

A.R.S. § 15-120.02

A.R.S. §15-120.07

Ariz. Admin. Code R7-2-808

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## © 5-411 School-Based Referrals for Behavioral Health Services

The Governing Board authorizes school-based referrals of eligible students for behavioral health services to a contracted behavioral health services provider either pursuant to the children's behavioral health services fund established pursuant to A.R.S. § 36-3436 or through the Arizona Health Care Cost Containment System (AHCCCS).

The Board authorizes the Superintendent to develop procedures that address the following:

- A process to allow parent/legal guardian to annually opt into school-based referrals.
- A process to conduct a survey of parent/legal guardian whose children were referred to and received behavioral health services.

The District shall post this Policy and related Procedure on each applicable school website, to include a list of behavioral health services providers with whom the District contracts.

At the end of each school year, the District shall report the results of its school survey to AHCCCS administration.

Adopted:

Legal Authority:

A.R.S. § 36-2272

A.R.S. § 36-3436.1

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## © 5-411.A Procedure - School-Based Referrals for Behavioral Health Services – Opt-In Process and Parent Surveys

Annual Opt-In Process

Parents of children who meet the legal requirements to participate in the District's school-based referrals program shall have the opportunity to opt into the program.

At the beginning of each school year, the District shall provide parent/legal guardian with written notice that the District has a school-based referral program for eligible children to access behavioral health services. The notice shall:

- include information about the eligibility requirements;
- include a list of the behavioral health services providers with whom the school contracts or refer the parent/legal guardian to the school's website for that information;
- inform parent/legal guardian that consent to participate in the program must be obtained annually;
- provide parent/legal guardian with the opportunity to provide informed consent to opt into the program;
- inform parent/legal guardian that parent/legal guardian may revoke their consent at any time but revocations shall be prospective only; and
- inform parent/legal guardian that parent/legal guardian will be asked to participate in a survey regarding the school-based referral program at the end of the school year.

Parents/legal guardians who are interested in opting into the program shall provide informed written consent on a form provided by the District. The form may be completed online or in a paper format submitted via email or in-person.

Annual Parent/Legal Guardian Survey Results

At the end of each school year, the District will ensure that a survey of parents/legal guardians whose children were referred to and received behavioral health services is conducted. The District may conduct the survey or may rely on the contracted behavioral health services providers to do so.

The surveys may be completed online. The survey will include the following:

- whether the parent/legal guardian opted into the program;
- whether the parent/legal guardian was notified before the referral took place;
- whether the behavioral health services referral was appropriate to meet the student's needs;

- whether the parent/legal guardian was satisfied with the choice of behavioral health providers; and
- whether the parent/legal guardian intends to opt into the program again the following school year (if the student will continue to be enrolled in the District).

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**OSBORN SCHOOL DISTRICT NO. 8**
**June 23, 2026**
**Board Meeting**

**The Osborn Community advances the full potential of every child by developing emotional intelligence and academic excellence.**

**Agenda Item Number – II-C**

**Agenda Item**
**Approving the Governing Board's Argument in Support of the Special Maintenance and Operation Budget Override Election**

For Board: [X] Action [ ] Discussion [ ] Information

**Background –**
The Governing Board has called an election for the continuation of the current 15% M&O Budget Override, to support the district's instructional programs. The District has posted the deadline for submitting "for" and "against" arguments concerning the override election and the request for arguments in a prominent location on the District's website.

Governing Boards are required to submit an argument in support of the M&O Budget Override for inclusion in the voter information pamphlet.

**Legal**

**Financial**
Bond funding = $8,137,399

**Governing Board Goals**
☐Community Connectedness and Increased Enrollment

☐Maximize Student Learning & Achievement from PreK to High School

☐Stewardship and Boardmanship

☐Equity & Excellence for Opportunity and Outcomes

**Recommendation**
It is recommended that the Governing Board approve the Governing Board's argument in support of the special maintenance and operation budget override election.

Moved _____ Seconded _____ P/F

Dear Neighbors,
We are asking you to renew a 15% Maintenance and Operations Budget override, which is set to decline in 2028. Since this is continuation of an existing override, this is not a new tax and not a tax increase.

The override dollars are needed to pay for the following programs which directly impact children in the classroom:

- Competitive salaries for teachers and staff
- Elective programs, including art, music, physical education
- Reduce class size
- Family and community engagement
- Full day kindergarten
- Staff development
- Dual Language and Gifted resources

Despite recent efforts to increase education funding, the need is great and cannot be solved in a one-year infusion of dollars. Failure to renew the override will reduce or eliminate the above opportunities and enrichments for students. Based on research data, we feel strongly that these programs are a necessary part of a solid elementary school education.

In addition to educating students, high-quality schools stabilize and increase property values while building community pride.

As always, we thank you for your past support and are grateful for your continued efforts to make our neighborhoods a desirable place for all.

Please vote YES on Osborn's Override!
Governing Board
Osborn Elementary School District

**The Osborn Community advances the full potential of every child by developing emotional intelligence and academic excellence.**

**Agenda Item Number – III**

**Executive Session**
Personnel
The Governing Board may convene an executive session pursuant to A.R.S. Section §38-431.03(A)(1) for the purpose of discussion of the Superintendent's Evaluation

**Agenda Item Number – IV**

**Adjournment**