

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

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Governing Board of Kingman Unified School District #20 and to the general public that the Governing Board of Kingman Unified School District #20 will hold a meeting open to the public at **4:30 PM, Tuesday, November 12, 2024**. The meeting will be held in the **Kingman Unified School District Office, 3033 MacDonald Avenue, Kingman, AZ 86401**. Agenda is subject to revision 24 hours prior to meeting. A copy of the agenda background material provided to KUSD Board members (with exception of material relating to possible executive sessions) is available for public inspection 24 hours before the meeting at our district office, 3033 MacDonald Avenue, Kingman, AZ. When necessary, the Board may vote to go into Executive Session, which will not be open to the public, for discussion and consultation for legal advice regarding any of the agenda items (A.R.S. § 38-431.03 (A)(3)), to discuss personnel matters (A.R.S. § 38-431.03 (A)(1)), records exempt by law from public inspection (A.R.S. § 38-431.03 (A)(2)), or for legal advice and consultation regarding pending or contemplated litigation (A.R.S. § 38-431.03 (A)(4)).  
The agenda for the meeting, posted on November 7, 2024, is as follows.

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

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

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

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

**Regular Board Meeting**

**Tuesday, November 12, 2024**

**4:30 PM**

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

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

- B. Approve Vouchers:
    - 1. Payroll Vouchers: 12-13, 1012-1013
    - 2. KUSD Vouchers: 2017-2024
  - C. Approve Personnel Hire Ratification List:
  - D. Approve Personnel Term/Leave Ratification List
  - E. Approve or ratify the requests for employee contract/work agreement adjustments for changes in position
  - F. Approve October 2024 Financials
  - G. Approve School Fundraisers
  - H. Approve out of state travel for Kingman High School's Key Club which includes 5-6 students and 2 staff members/chaperones to participate in the Southwest District Key Club 2025 Convention in Albuquerque, New Mexico from March 28-30, 2025
  - I. Approve Board President Mrs. Toni Henry to travel to the Arizona School Board Association Annual Conference from December 19-20, 2024 in Phoenix, Arizona
  - J. Approve out of state travel for Mt. Tipton's 3rd grade class, which includes 19 students and 4 chaperones to travel to SeaQuest for a field trip to Las Vegas, Nevada in February 2025
  - K. Ratify an increase of \$1,140.70 in contracted pay for Mequila Buck, Special Education Teacher, reflecting a lane change on the salary schedule for completion of graduate-level credit hours
  - L. Ratify an increase of \$1,140.70 in contracted pay for Elsie German, Teacher, reflecting a lane change on the salary schedule for completion of graduate-level credit hours
  - M. Ratify coach/advisor stipend agreements issued the first quarter of the school year
7. Second reading of changes in policy as recommended by ASBA

**Agenda Item Type:** Discussion/Action

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

- 8. To approve ASBA’s proposed bylaw changes and to designate Valerie Portillo to submit the vote to ASBA in the manner the board has approved
 

**Agenda Item Type:** Discussion/Action
- 9. Select the district's delegate for the school year to represent KUSD at the Arizona School Board Association (ASBA) conferences
 

**Agenda Item Type:** Discussion/Action
- 10. Possible action to approve mileage reimbursement for members of the board to travel to special meetings and workshops
 

**Agenda Item Type:** Discussion/Action
- 11. Approve closure of Kingman Online Learning Academy (KOLA) Elementary School (Entity ID #1001747)
 

**Agenda Item Type:** Discussion/Action

Liz Albin
- 12. Approve New Course for High School Level

Introduction to High School Band 1

- Instructional Program: Fine Arts
- Course Credit: Elective, 1.0 credit
- Target Grade Level(s): 9th thru 12th
- Prerequisites: None

**Course Description:**

To provide an entry-level class for those who want to learn an instrument or those who might not yet be ready for the rigor of high school band. Students will be able to play music at a Grade 1.5-2 level by the end of the course. Scope: -Rhythm: Whole through Sixteenth notes & rests; -Notes: Low concert F - High concert Eb; - Articulations: Legato, Staccato, Slur; - Scales: Bb, F, Eb, Ab.

**Agenda Item Type:** Discussion/Action

Liz Albin

13. Approve the 2025 Memorandum of Understanding between KUSD and Southwest Behavioral Health Services to provide mental health services to the district  
**Agenda Item Type:** Discussion/Action  
Vicki Trujillo
14. Approve IGA between Mohave County Community College and KUSD to continue the partnership to provide post-secondary opportunities for high school students  
**Agenda Item Type:** Discussion/Action  
Dr. Gretchen Dörner
15. Approve Minimum Wage increase for hourly classified employees  
**Agenda Item Type:** Discussion/Action  
Margot Jones
16. Possible action to approve the language of Addendum to At-Will Notice for Classified Employee relative to proposed increases in hourly wages as prompted by the increase in Arizona's minimum wage  
**Agenda Item Type:** Discussion/Action  
Angela Moreschi
17. Possible action on a recommendation to adjust the salary ranges of the Manager I, Manager II, and Transportation Supervisor classifications and the salaries of current employees in these classifications  
**Agenda Item Type:** Discussion/Action  
Angela Moreschi
18. Possible action to approve the language of Addendum to Term Contract relative to proposed increases to salaries of Manager I, Manager II, and Transportation Supervisor job classifications as prompted by the increased salary threshold for certain FLSA exempt employees  
**Agenda Item Type:** Discussion/Action  
Angela Moreschi
19. Possible action on a request by Denna Cencelewski to be released from her employment contract, effective December 31, 2024, and to employ her in her same teaching position beginning January 6, 2025 as a leased employee through ESI  
**Agenda Item Type:** Discussion/Action  
Angela Moreschi
20. Approve Listed Donations:  
**Agenda Item Type:** Discussion/Action
21. Possible motion to move into Executive Session per A.R.S. §38-431.03(A)(1) to discuss request by Dawn Dickson to waive liquidated damages fee  
**Agenda Item Type:** Discussion/Action  
Angela Moreschi
22. Possible motion to reconvene into Regular Session for any actions resulting from Executive Session  
**Agenda Item Type:** Discussion/Action
23. Possible action on a request by Dawn Dickson, Teacher, to have the liquidated damages fee of \$2,500 waived  
**Agenda Item Type:** Discussion/Action

24. Possible motion to move into Executive Session per A.R.S. §38-431.03(A)(1) to discuss requests to be released from employment contract by Yvonne Kilby, Joanne McIver, Alexandria Nudelman, Cheri Dotson, and Keith Mitchell  
**Agenda Item Type:** Discussion/Action  
Angela Moreschi
25. Possible motion to reconvene into Regular Session for any actions resulting from Executive Session  
**Agenda Item Type:** Discussion/Action
26. Possible action on a request by Yvonne Kilby, Teacher, to be released from her FY 2024-25 employment contract, effective October 30, 2024  
**Agenda Item Type:** Discussion/Action
27. Possible action on a request by Joanne McIver, Teacher, to be released from her FY 2024-25 employment contract, effective November 5, 2024  
**Agenda Item Type:** Discussion/Action
28. Possible action on a request by Alexandria Nudelman, Assistant Principal, to be released from her FY 2024-25 employment contract, effective December 31, 2024  
**Agenda Item Type:** Discussion/Action
29. Possible action on a request by Cheri Dotson, Teacher, to be released from her FY 2024-25 employment contract effective October 21, 2024  
**Agenda Item Type:** Discussion/Action
30. Possible action on a request by Keith Mitchell, Teacher, to be released from his FY 2024-25 employment contract effective December 19, 2024  
**Agenda Item Type:** Discussion/Action
31. Board Comments  
**Agenda Item Type:** Discussion
32. Adjourn  
**Agenda Item Type:** Action

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

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

C. Approve Personnel Hire Ratification list:

<b>LAST NAME</b>	<b>FIRST NAME</b>	<b>SITE</b>	<b>POSITION</b>	<b>DATE</b>
Adams	Jason	Kingman High School	Paraeducator IV/V	10/14/2024
Ballard	Waunita	Transportation	Bus Driver	10/29/2024
Bekaert	Jessica	District Office	Substitute Teacher	11/18/2024
Boza	Beatrice	District Office	Substitute Teacher	10/14/2024
Birndle Parsons	Shyann	Little Explorers	Paraeducator IV/V	10/14/2024
Campbell	Neil	Transportation	Bus Driver	11/04/2024
Cox	Adelyn	Transportation	Bus Driver	10/17/2024
Cuizon	Giselle	Kingman High School	Special Education Teacher	10/14/2024
Delang	Audrey	Cerbat	Paraeducator II	10/14/2024
Denaque	Larvin	Cerbat	Paraeducator IV/V	10/28/2024
Dickson	Dawn	Cerbat	Teacher	11/04/2024
Farmer	Samantha	District Office	Classified Coord. - Accounting	09/30/2024
Gifford	Jessica	District Office	Substitute Teacher	10/21/2024
Hall	Kinzee	Manzanita	ASL Specialist	10/14/2024
Horton	Carolyn	District Office	Substitute Nurse	10/24/2024
Kirkendall	Andrew	Kingman High School	Paraeducator IV/V	10/14/2024
Long	Rickey	Cerbat	Paraeducator IV/V	10/14/2024
Moesch	Douglas	Transportation	Bus Driver	10/29/2024
Muniz	Erin	Cerbat	Paraeducator II	10/14/2024
O'Connell	Shannon	Little Explorers	ASL Specialist	10/29/2024
Ortuno	Melissa	Cerbat	Speech Paraeducator	10/14/2024
Quinn	Cheryl	District Office	Certified Coord. – SPED Transition	09/23/2024
Roethler	Misty	Cerbat	Paraeducator IV/V	10/14/2024
Salgado	Emma	Little Explorers	Paraeducator IV/V	10/14/2024
Socolovitch	Donna	Lee Williams High School	Paraeducator II	10/23/2024
Taylor	Scott	Manzanita	Teacher	01/06/2025
Tuday	Gabriella	Manzanita	Paraeducator II	10/14/2024
Willingham	Lindsay	Little Explorers	Paraeducator IV/V	10/23/2024

D. Approve Personnel Term/Leave Ratification List:

<b>LAST NAME</b>	<b>FIRST NAME</b>	<b>SITE</b>	<b>POSITION</b>	<b>DATE</b>
Arellano	Eric	Transportation	Bus Driver	11/04/2024
Bailes	Kimberly	Kingman Middle School	Registrar	11/14/2024
Bekaert	Jessica	Kingman Middle School	Paraeducator IV/V	11/14/2024
Hay	Clint	Transportation	Bus Monitor	10/14/2024
Lakhan	Emmanuel	Kingman High School	Paraeducator IV/V	09/19/2024
McFadden	Rosetta	Little Explorers	Paraeducator IV/V	10/14/2024
McMurtry	Cheyenne	District Office	Benefits/Payroll/Procurement Specialist	11/14/2024
Mesa	Annette	Manzanita	Licensed Health Aide	09/22/2024
Pinkham	Sarah	Transportation	Bus Monitor	11/01/2024
Roque	Jean	Transportation	Bus Monitor	11/04/2024
Solano	Keri	Transportation	Bus Driver	10/12/2024
Verduzco	Dona	Kingman High School	Paraeducator IV/V	11/06/2024
Willingham	Lindsay	Little Explorers	Paraeducator IV/V	10/29/2024

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

<b>LAST NAME</b>	<b>FIRST NAME</b>	<b>SITE FROM</b>	<b>POSITION FROM</b>	<b>SITE TO</b>	<b>POSITION TO</b>	<b>DATE</b>
Fennell	Christina	Cerbat	Paraeducator II	Cerbat	Teacher	10/14/2024

# School Fundraisers

School Name: Lee Williams High School

For Board Agenda Month: November, 2024

Group Name <i>NO acronyms only- Spell Out name of group!</i>	Fundraiser Type:	Date(s) of Fundraiser	Location of Fundraiser	Purpose of fundraiser
<b>LWHS Wrestling</b>	Schoolfundr email fundraiser	11/18/24-12/18/24	Online	Raise money for wrestling season.
<b>LWHS Boy's Basketball</b>	Pretzels and Donations	11/15/24-11/26/24	LWHS, Community, and Online	Raise money for tournament entry fees, travel, hotels, equipment, trophies, etc.
<b>LWHS Girl's Soccer</b>	Pretzels and Donations	11/15/24-11/26/24	LWHS, Community, and Online	Raise money for new uniforms and equipment
<b>LWHS Boy's Soccer</b>	Victory Fundraising Online Donation	11/15/24-12/6/24	Online	We will be using funds for equipment, and travel expenses (out of town tournaments) as well as using a reward system through victory fundraising such as team hoodies, and shirts.
<b>LWHS Girl's Basketball</b>	Victory Fundraising Online Donation	11/15/24-12/6/24	Online	Basketball Uniforms
<b>LWHS Baseball</b>	Victory Fundraising Online Donation	12/9/24 - 12/21/24	Online	To raise money for baseball program
<b>LWHS Softball</b>	Victory Fundraising Online Donation	12/9/24 - 12/21/24	Online	To raise money for softball program
<b>LWHS Baseball</b>	Victory Fundraising Discount Card and Online Donations	2/10/25 - 2/28/25	LWHS, Community, and Online	To raise money for the baseball program.
<b>LWHS Football</b>	Victory Fundraising Online Donations	6/4/25 - 6/20/25	Online	To raise money for summer football camps and athlete apparel.
<b>LWHS Paranormal Club</b>	Bake Sale	11/20/24 - 11/21/24	LWHS	To raise money for paranormal lock in.

# School Fundraisers

School Name: Manzanita

For Board Agenda Month: November 2024

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

Fundraiser Type:

Date(s)  
of Fundraiser

Location  
of Fundraiser

Purpose of fundraiser

School Fund Raiser

Papa Johns

One per Month  
through May 2025

Papa Johns

To raise funds for School  
activities and Playground  
equipment

Musical Theater

Little Caesar

Dec – Jan.

Online

Raising funds for production  
items

Musical Theater

Culver's

March 3, 2025

1737 Airway Ave.

Raising funds for production  
items

Musical Theater

Frozen Yogurt Island

April 3, 2025

3880 N. Stockton Hill Ste 104

Raising funds for production  
items



# School Fundraisers

School Name: White Cliffs Middle School

For Board Agenda Month: November 2024

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

Fundraiser Type:

Date(s)  
of Fundraiser

Location  
of Fundraiser

Purpose of fundraiser

**Student Council**

School Dance

12-12-24

WCMS

Raise funds for Student Council

**Student Council**

Concessions Dance

12-12-24

WCMS

Raise funds for Student Council



# School Fundraisers

School Name: Desert Willow

Board Agenda Month: November 2024

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

Fundraiser Type:	Dates	Location of Fundraiser	Purpose of fundraiser
candy grams (purchase candy)	Dec. 2024	Desert Willow	raise \$ for school materials
Valentine grams (pencils donated by Barbara Frey)	Feb. 2024	Desert Willow	raise \$ for school materials
Scholastic Book Fair	March 2025	Desert Willow	raise \$ for books

# School Fundraisers

School Name: Kingman Middle School

For Board Agenda Month: November 2024

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

Fundraiser Type:

Date(s)  
of Fundraiser

Location  
of Fundraiser

Purpose of fundraiser

**KMS Student Council**

Panda Express

11/21/2024

Panda Express

Raise money for Student Council

**KMS Student Council**

Chipotle

2/5/2025

Chipotle

Raise money for student council

**KMS Athletics**

T-Shirts

11/13-12/31

D-Styles

Raise money for athletics

# School Fundraisers

School Name: Kingman High School

For Board Agenda Month: November

Group Name <i>NO acronyms only</i>	Fundraiser Type:	Date(s) of Fundraiser	Location of Fundraiser	Purpose of fundraiser
<b>Future Business Leaders of America</b>	Crush Grams	1/27 – 2/13	KHS	Raise funds for trips.
<b>Future Business Leaders of America</b>	Chipotle: % of sales	11/23	Chipotle	Raise funds for trips.
<b>Future Business Leaders of America</b>	LaTeaDa: % of sales	12/7	LaTeaDa	Raise funds for trips.
<b>Future Business Leaders of America</b>	Popcorn sales	11/19	KHS	Raise funds for trips.
<b>Spanish Club</b>	Hot Cocoa sales	12/3 & 1/14	KHS	Raise money.
<b>Hispanic Student Union</b>	Hot Cocoa sales	12/12 & 1/9	KHS	Raise money.
<b>Student Council</b>	Christmas Carnival	12/14	KHS	Raise funds for trips and activities.
<b>Student Council</b>	Penny Wars	12/2 – 12/19/2024	KHS	Raise funds for Kingman Cancer Care Unit
<b>Auto Club &amp; Chef's Club</b>	AZ Pharaoh's Car Show	12/14	KHS	Raise funds for clubs.

The Southwest District formally invites you to the 2025 District Convention! With more exciting details to come, here is some need-to-know information:

Registration covers:  
2 Hotel Nights, Meals, and  
Convention Goodies

Registration deadline:  
February 18, 2025



**The Costs to Attend:**

- QUAD (4) OCCUPANCY - \$335.00
- TRIPLE (3) OCCUPANCY - \$385.00
- DOUBLE (2) OCCUPANCY - \$475.00
- SINGLE (1) OCCUPANCY - \$600.00

1901 University Blvd NE,  
Albuquerque, NM 87102  
Questions? Go to [swdkeyclub.org](http://swdkeyclub.org)  
or contact  
[keyclubdconchair@swdkiwanis.org](mailto:keyclubdconchair@swdkiwanis.org)



Hello,

I run the Key Club at Kingman High School. We have a District Convention in Albuquerque, New Mexico next year (this school year) on March 28th through the 30th, 2025. We (the Kiwanis advisor Penny Glenn and I) are hoping to take 5 or 6 students. I was told that I would not be able to take a district vehicle outside of the state, so we are planning to take the train there and back. The convention cost includes hotel, and food for the 3 days we will be there. The students will only need to provide money if they would like to purchase convention swag. Otherwise the trip is paid for fully.

Sincerely,

Jessica Federico

Special Education Resource Teacher

Desert Willow and Hualapai Elementary Schools

# FIELD TRIPS INCLUDE:

Kinesthetic learning at its best!  
We allow touching, interacting, and  
hands-on learning with animals  
from up to 5 different continents.

- ✓ FULL DAY ADMISSION
- ✓ LESSONS ABOUT CONSERVATION
- ✓ EXOTIC ANIMAL INTERACTIONS
- ✓ AMAZING MEMORIES
- ✓ HANDS-ON LEARNING



## SCHEDULE TODAY

[education@visitseaquest.com](mailto:education@visitseaquest.com)



Interactive learning has never  
been more accessible!

[www.VisitSeaQuest.com](http://www.VisitSeaQuest.com)



# SeaQuest

## FIELD TRIP GUIDE

LEARN & INTERACT  
WITH OVER 300 ANIMALS



“This was our school’s first trip to SeaQuest. We will definitely come again. The students were entranced!”



- West Bountiful Elementary



## GUIDED TOUR

Get a designated Safari Team Member to guide your class for approx. 70 minutes through SeaQuest.

### Learn About:

- Animal behavior & geography
- Wildlife conservation & preservation
- Animal genetics, microbiology, & nutrition.
- Interesting facts & statistics
- Experience behind the scenes habitat & animal care.

## TICKETS



### FREE ADMISSION FOR CERTIFIED TEACHERS

#### FIELD TRIP

INCLUDES ADMISSION & GUIDED TOUR\*

\$14.99 PER CHAPERONE

**\$9.99**  
PER STUDENT

#### FIELD TRIP + LAB

INCLUDES ADMISSION, LAB, AND GUIDED TOUR

\$14.99 PER CHAPERONE

**\$16.99**  
PER STUDENT

## TITLE ONE SCHOOLS

#### FIELD TRIP

INCLUDES ADMISSION & GUIDED TOUR\*

\$12.99 PER CHAPERONE

**\$7.99**  
PER STUDENT

#### FIELD TRIP + LAB

INCLUDES ADMISSION, LAB, AND GUIDED TOUR

\$12.99 PER CHAPERONE

**\$14.99**  
PER STUDENT



## LAB EXPERIENCE

Experience conservation or science activity labs.

### DEVELOPING YOUNG SCIENTISTS:

- Learn water chemistry
- Take marine anatomy class
- Study mechanical & biochemical filtration
- Assist in nutrition & food preparation
- Review vet recommendations for care, diet & habitat

We recommend:

Conservation Lab for K-2 students and Science Lab for students grades 3-12



**HOMESCHOOLING?**  
Email us for more info!

[education@visitseaquest.com](mailto:education@visitseaquest.com)

## Memorandum

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

**From:** Angela Moreschi, Human Resources Director

**RE:** Coach/Advisor Stipend Agreements

### FOR AGENDA

- Ratify coach/advisor stipend agreements issued the first quarter of the school year

### FOR PACKET

Staff recommends the Governing Board ratify the following coach/advisor stipend agreements issued to current employees during the first quarter of this school year.

An employee is given a coach/advisor stipend agreement if: 1) they have chosen to volunteer time and services outside of their regularly contracted or at-will position in exchange for a nominal stipend, and 2) payment of the stipend will be spread over a series of paychecks (versus one lump sum amount). Stipend amounts are determined by individual schools.

Attachment

## FY 2024-25 First Quarter Coach/Advisor Stipend Agreements

Last	First	Position	Location	Stipend For:	Total Amount	Start Date	End Date
Albert	Michelle	Teacher on Assignment	Manzanita Elementary	504/Retention	600.00	09/09/2024	05/22/2025
Alexander	Wallis	Teacher	Kingman Middle School	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Allen	Tanya	Teacher	Cerbat Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Allman	Theresa	Paraeducator Specialist	Manzanita Elementary	Yearbook	925.00	09/09/2024	05/22/2025
Allman	Theresa	Paraeducator Specialist	Manzanita Elementary	504/Retention	675.00	09/09/2024	05/22/2025
Allman	Theresa	Paraeducator Specialist	Manzanita Elementary	Drawmathics	725.00	09/09/2024	05/22/2025
Baitinger	Chad	Teacher	Manzanita Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Baitinger	Chad	Teacher	Manzanita Elementary	Chess (Primary)	875.00	09/09/2024	05/22/2025
Baitinger	Heidi	Teacher	Manzanita Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Baran	Deborah	Teacher	Mt. Tipton Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Baran	Deborah	Teacher	Mt. Tipton Elementary	LST Team	600.00	07/21/2024	05/21/2025
Behrends	Emilee	Teacher	Cerbat Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Behrends	Emilee	Teacher	Cerbat Elementary	LST Team	1,200.00	07/21/2024	05/21/2025
Bell	Rhonda	Teacher	Kingman Middle School	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Bivins	Betty	Teacher	Desert Willow Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Busby	Kristline	Teacher	Desert Willow Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Campos	Megan	Teacher	Hualapai Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Carasa	Wendy	Records Clerk	White Cliffs Middle School	Yearbook	1,000.00	08/01/2024	5/21/2025
Castaneda-Salas	Liliana	Paraeducator Specialist	Desert Willow Elementary	Bike Club	150.00	09/15/2024	5/21/2025
Cencelewski	Delanie	Teacher	Kingman Middle School	Co-Volleyball Coach	1,320.00	07/31/2024	10/19/2024
Cencelewski	Denna J	Teacher	White Cliffs Middle School	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Chiarappa	Tarcy	Teacher	Black Mountain Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Christy	Robert	Substitute Teacher	District Office	Football Co-Coach	1,320.00	07/31/2024	10/19/2024
Cobanovich	Cory	TOA	Desert Willow Elementary	Assistant Football Coach	1,100.00	08/05/2024	11/08/2024
Cobanovich	Cory	TOA	Desert Willow Elementary	Flag Football Coach	3,388.00	08/12/2024	11/07/2024
Collier	Kassandra	Teacher	Manzanita Elementary	Drawmathics	550.00	09/09/2024	05/22/2025
Cundari	Jill	Teacher	Hualapai Elementary	Drama Club	300.00	09/05/2024	05/15/2025
Curran	Sarah	Teacher	Kingman Middle School	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Curran	Sarah	Teacher	Kingman Middle School	Student Council	500.00	08/05/2024	05/23/2025
Davis	Wendy	Teacher	Manzanita Elementary	LST Team	1,200.00	07/21/2024	05/21/2025
DeLance	Ashley	Paraeducator Specialist	White Cliffs Middle School	Athletics Admin Assistant	600.00	07/17/2024	05/08/2025
DeLance	Ashley	Paraeducator Specialist	White Cliffs Middle School	Cross Country Coach	1,000.00	07/17/2024	10/31/2024
Delgado	Anjanette	Teacher	Manzanita Elementary	LST Team	1,200.00	07/21/2024	05/21/2025
Demond	Holly	Teacher	Cerbat Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Devoid	Travis	Teacher	Cerbat Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Diaz	Nancy	Teacher	Manzanita Elementary	Disney Musical Theater	575.00	09/09/2024	05/22/2025
Dietz	Michael	Dean	Lee Williams High School	Athletic Director	5,000.00	07/08/2024	05/29/2025
Dietz	Michael	Dean of Students	Lee Williams High School	Assistant Athletic Director	5,000.00	07/17/2024	05/21/2025
Dudley	Dallas	Paraeducator II	Lee Williams High School	Assistant Spirit Line	2,156.00	07/29/2024	11/08/2024
Dugo	Mary Kathryn	Teacher	Manzanita Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Dunn	Jeanette	Teacher	Hualapai Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Dunn	Jeanette	Teacher	Hualapai Elementary	Student Council	600.00	09/05/2024	05/15/2025
Dynarski	Sandra	Teacher	Kingman High School	Dept. Chair/ Team Lead	1,500.00	07/21/2024	05/21/2025
Eddins	Theo	Teacher	Manzanita Elementary	Chess (Intermediate)	575.00	09/09/2024	05/22/2025
Eller	Kristin	Teacher	White Cliffs Middle School	Assistant Spiritline Coach	1,200.00	07/17/2024	02/20/2025
Emborsky	Daniel	Principapl	Black Mountain Elementary	Athletic Director	5,000.00	07/01/2024	05/21/2025
Firestone	Stephanie	Teacher	Kingman High School	Dept. Chair/ Team Lead	1,000.00	07/21/2024	05/21/2025
Firestone	Stephanie	Teacher	Kingman High School	Marching Band Director	2,650.00	07/10/2024	05/21/2025
Firestone	Stephanie	Teacher	Kingman High School	Vocal Music Director	650.00	07/17/2024	05/21/2025
Firestone	Stephanie	Teacher	Kingman High School	Marching Band/ Vocal Music Director	3,388.00	07/10/2024	12/19/2024
Fisher	Ann	Behavior Coach	Kingman Middle School	Athletic Director	2,500.00	07/17/2024	05/21/2025
Fisher	Ann	Behavior Coach	Kingman Middle School	Co-Volleyball Coach	1,320.00	07/31/2024	10/19/2024
Foster	Marcia	Teacher	Desert Willow Elementary	LST Team	1,200.00	07/21/2024	05/21/2025
Frey	Barbara	Teacher	Desert Willow Elementary	LST Team	1,200.00	07/21/2024	05/21/2025
Goddard	Jill	Teacher	White Cliffs Middle School	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Golder	Christina	Teacher	Kingman Middle School	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Gonzalez	Melissa	Teacher	Kingman High School	Dept. Chair/ Team Lead	1,500.00	07/21/2024	05/21/2025
Gragg	Julie	Teacher	Cerbat Elementary	Music Coordinator	3,500.00	07/10/2024	05/21/2025
Hardy	Ryan	Teacher	White Cliffs Middle School	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Hardy	Ryan	Teacher	White Cliffs Middle School	Volleyball Coach	1,200.00	07/17/2024	10/31/2024
Hilderbrand	Kayla	Teacher	La Senita Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Hill	Starlene	Teacher	Lee Williams High School	Dept. Chair/ Team Lead	1,000.00	07/21/2024	05/21/2025
Hoyt	Stephanie	Teacher	Manzanita Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Johnson	Christine	Substitute Teacher	District Office	Head Girls Golf Coach	2,156.00	08/12/2024	10/26/2024
Judd Woods	Catherine	Teacher	Kingman High School	Dept. Chair/ Team Lead	1,500.00	07/21/2024	05/21/2025
Judd Woods	Catherine	Teacher	Kingman High School	Student Council	1,650.00	07/17/2024	05/21/2025
King	Mollie	Teacher	Manzanita Elementary	Assistant Volleyball Coach	2,156.00	08/12/2024	10/31/2024
King	Nona	Teacher	Manzanita Elementary	Head Volleyball Coach	3,388.00	08/12/2024	10/31/2024
King	Nona	Teacher	Manzanita Elementary	Dojo/Website	550.00	09/09/2024	05/22/2025
Kopecky	David	Teacher	Kingman High School	Dept. Chair/ Team Lead	1,500.00	07/21/2024	05/21/2025
Kruse	Korina	Teacher	Cerbat Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Kruse	Korina	Teacher	Cerbat Elementary	LST Team	1,200.00	07/21/2024	05/21/2025

### FY 2024-25 First Quarter Coach/Advisor Stipend Agreements

Last	First	Position	Location	Stipend For:	Total Amount	Start Date	End Date
Kyzer	Mathew	Teacher	Black Mountain Elementary	Football Coach	1,200.00	08/05/2024	10/18/2024
Larson	Camille	Teacher	Desert Willow Elementary	Scrabble Club	400.00	09/15/2024	5/21/2025
Larson	Scott	Teacher	Desert Willow Elementary	Chess Club	400.00	09/15/2024	5/21/2025
Laurent	Deborah	Teacher	White Cliffs Middle School	Swim Coach	500.00	07/17/2024	10/31/2024
Leslie	Roxanna	Health Aid	Kingman Middle School	Cheer Coach	2,400.00	07/31/2024	02/03/2025
Lising	John Lloyd	Teacher	White Cliffs Middle School	Swim Coach	500.00	07/17/2024	10/31/2024
Llagas	Jerome	Teacher	Black Mountain Elementary	After School Choir Club	2,000.00	08/19/2024	05/15/2025
Long	Allen	Teacher	Cerbat Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Luceno	Pauline	Teacher	Manzanita Elementary	Choir-Musical Dragon	575.00	09/09/2024	05/22/2025
Luft	Gregory	Teacher	Kingman High School	Dept. Chair/ Team Lead	1,500.00	07/21/2024	05/21/2025
Malmin	Sadie	Teacher	White Cliffs Middle School	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Massey	Cheryl	Teacher	Lee Williams High School	Dept. Chair/ Team Lead	1,500.00	07/21/2024	05/21/2025
Massey	Cheryl	Teacher	Lee Williams High School	Student Council Advisor	1,000.00	07/17/2024	05/21/2025
McClung	Shannon	Teacher	Hualapai Elementary	Garden Club	450.00	09/05/2024	05/15/2025
McClung	Lisa	ISS Monitor	Lee Williams High School	Yearbook Advisor	500.00	07/17/2024	05/21/2025
Mildebrath	Trudy	Teacher	Black Mountain Elementary	LST Team	1,200.00	07/21/2024	05/21/2025
Moore	Marcus	Teacher	Black Mountain Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Muncy	Russell	Teacher	Desert Willow Elementary	Dept. Chair/ Team Lead	421.72	07/21/2024	10/23/2024
Murray	Shane	Assistant Principal	Lee Williams High School	Athletic Director	5,000.00	07/17/2024	05/21/2025
Neilon	Laura	Teacher	Hualapai Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Nguyen	Samantha	Teacher	Desert Willow Elementary	Student Council	400.00	09/15/2024	05/21/2025
Nielson	Tracia	Teacher	Hualapai Elementary	LST Team	1,200.00	07/21/2024	05/21/2025
Oder	Kelley	Teacher	Black Mountain Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Oder	Kelley	Teacher	Black Mountain Elementary	LST Team	1,200.00	07/21/2024	05/21/2025
Omang	Maria	Teacher	Desert Willow Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Paceno	Michael	Teacher	Desert Willow Elementary	Honor Choir	450.00	09/15/2024	05/21/2025
Panagopoulos	Linda	Teacher	Kingman Middle School	Yearbook	1,000.00	07/17/2024	05/21/2025
Pemberton	Jason	Teacher	Kingman Middle School	Dept. Chair/ Team Lead	1,000.00	07/21/2024	05/21/2025
Petersen	Mitsy	Teacher	Black Mountain Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Pfeiffer	Thomas	Teacher	Kingman Middle School	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Phillips	Johnathan	Substitute Teacher	District Wide	Student Council	550.00	09/09/2024	05/22/2025
Pickett	Paula	Teacher	Lee Williams High School	Director of Drama Plays	1,000.00	07/17/2024	05/21/2025
Pilones	Jayzel	Teacher	Mt. Tipton Elementary	LST Team	600.00	07/21/2024	05/21/2025
Plaunty	Kelsy	Teacher	Hualapai Elementary	Drama Club	300.00	09/05/2024	05/15/2025
Poe	Elizabeth	Teacher	Hualapai Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Poe	Elizabeth	Teacher	Hualapai Elementary	Yearbook	450.00	09/05/2024	05/15/2025
Pool	Courtney	Instructional Coach	Manzanita Elementary	Student Council	250.00	09/09/2024	05/22/2025
Pottenburgh	Mary	Teacher	Hualapai Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Pottenburgh	Mary	Teacher	Hualapai Elementary	LST Team	1,200.00	07/21/2024	05/21/2025
Presnal	Caleb	Teacher	Lee Williams High School	Dept. Chair/ Team Lead	1,500.00	07/21/2024	05/21/2025
Presnal	Caleb	Teacher	Lee Williams High School	Swim Coach	3,388.00	08/12/2024	10/31/2024
Presnal	Samantha	Paraeducator II	White Cliffs Middle School	Student Council	2,000.00	08/01/2024	05/21/2025
Proferes	Darla	Teacher	Black Mountain Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Pryor	Brenda	Teacher	Kingman High School	Dept. Chair/ Team Lead	1,500.00	07/21/2024	05/21/2025
Rauch	Lori	Teacher	White Cliffs Middle School	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Reed	Shelly	Instructional Coach	Mt. Tipton Elementary	LST Team	600.00	07/21/2024	05/21/2025
Reyes Cruz	Celine	Teacher	La Senita Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Richmond	Megan	Teacher	Cerbat Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Rodenbaugh	Shanna	Teacher	Manzanita Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Rodenbaugh	Shanna	Teacher	Manzanita Elementary	Running Club	575.00	09/09/2024	05/22/2025
Roderick	Echo	Teacher	Manzanita Elementary	Garden Club	575.00	09/09/2024	05/22/2025
Rosenbach	Traci	Teacher	White Cliffs Middle School	Athletic Director	2,700.00	07/17/2024	05/08/2025
Sacol	Ayeesha	Teacher	Desert Willow Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Salcedo	Leatrice	Opportunity Room Intervener	Manzanita Elementary	Art Club	600.00	09/09/2024	05/22/2025
Salcedo	Leatrice	Opportunity Room Intervener	Manzanita Elementary	Lego Club	600.00	09/09/2024	05/22/2025
Sanlmyer	Michael	Teacher	Lee Williams High School	Marching Band Director	3,388.00	07/10/2024	12/19/2024
Schrieber	Michael	Teacher	White Cliffs Middle School	Band	1,000.00	08/01/2024	05/21/2025
Sharp	Shawna	Teacher	Hualapai Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Siefker	Jeffery	Teacher	White Cliffs Middle School	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Simmons	Penny	Teacher	Hualapai Elementary	LST Team	1,200.00	07/21/2024	05/21/2025
Skommesa	Annie	Administrative Assistant	Lee Williams High School	Equipment Manager	1,667.00	08/05/2024	11/04/2024
Skommesa	James	Teacher	Lee Williams High School	Dept. Chair/ Team Lead	1,500.00	07/21/2024	05/21/2025
Smith	DeeAnn	Teacher	Black Mountain Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Soles	Bridgett	Teacher	Lee Williams High School	Student Council Advisor	500.00	07/17/2024	05/21/2025
Stevens	Danielle	Teacher	White Cliffs Middle School	Head Spiritline Coach	1,200.00	07/17/2024	02/20/2025
Story	Cassandra	Teacher	Kingman Middle School	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Stuart	Jennifer	Teacher	White Cliffs Middle School	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Swanson	Ericka	Teacher	Manzanita Elementary	Science Club	675.00	09/09/2024	05/22/2025
Swanson	Ericka	Teacher	Manzanita Elementary	Spanish Club	575.00	09/09/2024	05/22/2025
Tadeo	Manuel	Teacher	Lee Williams High School	Assistant Volleyball Coach	2,156.00	08/12/2024	10/31/2024
Talk	Deborah	Teacher	Lee Williams High School	Dept. Chair/ Team Lead	1,500.00	07/21/2024	05/21/2025
Talk	Deborah	Teacher	Lee Williams High School	Student Council Advisor	500.00	07/17/2024	05/21/2025

### FY 2024-25 First Quarter Coach/Advisor Stipend Agreements

Last	First	Position	Location	Stipend For:	Total Amount	Start Date	End Date
Tarnowski	Peggy	ISS Monitor	Black Mountain Elementary	Cheer Coach	2,000.00	08/05/2024	02/06/2025
Tarnowski	Peggy	Opportunity Room Intervener	Black Mountain Elementary	Yearbook	1,000.00	09/03/2024	05/05/2025
Taylor	Kerry	Teacher	Manzanita Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Ugale	Preciosa	Teacher	Desert Willow Elementary	LST Team	1,200.00	07/21/2024	05/21/2025
Uhles	Dawn	Teacher	Manzanita Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Uhles	Dawn	Teacher	Manzanita Elementary	LST Team	1,200.00	07/21/2024	05/21/2025
Uhles	Dawn	Teacher	Manzanita Elementary	Volleyball Coach	1,200.00	07/17/2024	10/31/2024
Uhles	Dawn	Teacher	Manzanita Elementary	504/Retention	675.00	09/09/2024	05/22/2025
Vines	Holly	Teacher	Lee Williams High School	Dept. Chair/ Team Lead	1,500.00	07/21/2024	05/21/2025
Ward	Lauren	Teacher	Kingman High School	Dept. Chair/ Team Lead	1,500.00	07/21/2024	05/21/2025
Whitchurch	Christina	Teacher	Manzanita Elementary	Student Council	625.00	09/09/2024	05/22/2025
Williams	Matthew	Teacher	Lee Williams High School	Dept. Chair/ Team Lead	1,500.00	07/21/2024	05/21/2025
Willistein	Brandi	Teacher	Hualapai Elementary	Choir Club/Jazz Blazers	450.00	09/05/2024	05/15/2025
Willistein	Brandi	Teacher	Hualapai Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Wilson	Edward	Teacher	Desert Willow Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Wolsey	Rachel	Teacher	Lee Williams High School	Student Council Advisor	500.00	07/17/2024	05/21/2025
Wood	Kristy	Paraeducator Specialist	Desert Willow Elementary	Student Council	400.00	09/15/2024	05/21/2025
Wright	Lavonte	Teacher	Lee Williams High School	Head Football Coach	3,500.00	08/05/2024	11/08/2024
Wright	Tanya	Teacher	White Cliffs Middle School	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025
Young	Laura	Teacher	Mt. Tipton Elementary	Dept. Chair/ Team Lead	1,200.00	07/21/2024	05/21/2025

# POLICY SERVICES ADVISORY

Volume 36, Number 5

September 2024

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

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

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

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

Policy Advisory No. 805 ..... Policy IGA — Curriculum Development

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

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

## POLICY ADVISORY DISCUSSION

### Summary

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

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

**Policy Advisory Discussion**

**Policy Advisory No. 801**

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

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

**Policy Advisory No. 802**

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

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

**Policy Advisory No. 803**

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

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

**Policy Advisory No. 804**

**Policy G DFA — Support Staff Qualifications and  
Requirements  
Exhibit G DFA-E — Support Staff Qualifications and  
Requirements**

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

**Policy Advisory No. 805**

**Policy IGA — Curriculum Development**

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

**Policy Advisory No. 806**

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

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

**Policy Advisory No. 807**

**Regulation JLCD-R — Medicines / Administering  
Medicines To Students**

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

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



If you have any questions, call Policy Services at (602) 254-1100. Ask for Dr. Charlotte Patterson, Policy Analyst; Lynne Bondi, Policy Analyst; or Renae Watson, Policy Technician. Our e-mail addresses are, respectively, [cpatterson@azsba.org], [lbondi@azsba.org] and [rwatson@azsba.org]. You may also fax information to (602) 254-1177.

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

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

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

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

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

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

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

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

~~LEGAL REF.:~~

~~A.R.S.~~

~~15-321~~

CROSS REF.:

BDD - Board-Superintendent Relationship

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

**DJE ©  
BIDDING / PURCHASING PROCEDURES**

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

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

**Purchases Not Requiring Bidding**

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

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

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

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

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

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

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

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

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

### **Online Bidding**

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

### **Purchases Requiring Bidding**

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

## **Public Inspection and Rationale for Awarding a Contract**

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

## **Registered Sex Offender Prohibition**

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

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

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

### **LEGAL REF.:**

A.R.S.

11-952

15-213

15-213.01

15-213.02

15-239

15-323

15-342

15-382

15-765

15-910.02

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

CROSS REF.:

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

## DJE-R

### REGULATION

#### BIDDING / PURCHASING PROCEDURES

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

#### Requesting Quotations

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

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

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

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

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

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

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

### **Multiple Year Purchases Totaling Less Than One Hundred Thousand Dollars**

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

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

### **Multiple Year Purchases Totaling More Than One Hundred Thousand Dollars**

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

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

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

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

### **Multiple Awards to More Than One Contractor**

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

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

## **Bidding Methods**

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

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

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

## **Definitions**

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

## **Prospective Bidders' Lists**

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

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

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

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

## **Competitive Sealed Bidding**

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

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

### ***R7-2-1022:***

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

### ***R7-2-1024:***

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

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

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

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

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

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

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

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

## **Multistep Sealed Bidding**

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

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

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

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

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

## **Competitive Sealed Proposals**

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

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

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

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

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

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

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

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

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

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

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

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

### **Specified Professional Services and Construction Services**

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

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

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

### **Contract Requirements**

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

### **Preparation of Specifications**

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

### **Construction Procurement Procedures**

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

### **Emergency Purchases**

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

### **Sole-Source Procurements**

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

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

### **Cooperative Purchasing Agreements**

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

### **Due Diligence**

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

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

**Federal Regulations for Suspension and Debarment Verification**

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

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

**(Fingerprinting Requirements)**

**New Hires**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LEGAL REF.:

A.R.S.

13-705

15-183

15-503

15-509

15-512

15-534

15-782.02

15-1330

15-1881

23-1361

41-1750

41-1758.07

CROSS REF.:

GCF - Professional Staff Hiring

GCG - Part-Time and Substitute Professional Staff Employment

IJOC - School Volunteers

GCFC-E ©

EXHIBIT

**PROFESSIONAL STAFF CERTIFICATION  
AND CREDENTIALING REQUIREMENTS**

---

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

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

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

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

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

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

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

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

**(Fingerprinting Requirements)**

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

- A. Personnel who are required as a condition of licensing to be fingerprinted if the license is required for employment.
  
- B. Personnel who were previously employed by the District and who reestablished employment with the District within one (1) year after the date that the employee terminated employment with the District.

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

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

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

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

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

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

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

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

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

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

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

M. Burglary in the first degree.

N. Burglary in the second or third degree.

O. Aggravated or armed robbery.

P. Robbery.

Q. A dangerous crime against children as defined in A.R.S. 13-705.

R. Child abuse.

S. Sexual conduct with a minor.

T. Molestation of a child.

U. Manslaughter.

V. Aggravated assault.

W. Assault.

X. Exploitation of minors involving drug offenses.

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

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

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

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

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

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

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

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

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

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

LEGAL REF.:

A.R.S.

13-705

15-106

15-509

15-512

15-534

23-1361

41-1750

CROSS REF.:

EEAEA - Bus Driver Requirements, Training, and Responsibilities

GDF - Support Staff Hiring

GDG - Part-Time and Substitute Support Staff Employment

JLIA - Supervision of Students

**G DFA-E ©**

**EXHIBIT**

**SUPPORT STAFF QUALIFICATIONS  
AND REQUIREMENTS**

---

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

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

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

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



**IGA ©  
CURRICULUM DEVELOPMENT**

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

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

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

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

**LEGAL REF.:**

A.R.S.

15-203

15-341

15-701

15-701.01

15-721

15-722

38-431

38-431.09

IMG ©  
ANIMALS IN SCHOOLS

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

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

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

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

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

LEGAL REF.:

A.R.S.

11-1024

11-1025

A.A.C.

R13-13-104

R17-9-102

IMG-R ©

REGULATION

ANIMALS IN SCHOOLS

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

The following guidelines shall apply to animals in the schools:

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

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

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

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

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

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

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

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

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

JLCD-R ©

REGULATION

**MEDICINES / ADMINISTERING  
MEDICINES TO STUDENTS**

**(Medication Procedures)**

**Prescription Drugs**

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

***Administration by school personnel:***

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

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

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

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

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

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

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

***Self-administration:***

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

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

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

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

## **Over-the-Counter Medication**

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

### ***Administration by school personnel:***

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

### ***Self-administration:***

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

## **Protection of Students**

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

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

## **Inhalers**

### ***Administration by school personnel:***

School personnel administering inhalers will do the following:

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

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

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

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

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

### **Seizure Management Plans**

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

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

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

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

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

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

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

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

### **Seizure Management Training:**

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

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

## Individuals that Must be Trained

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

Nurses, under contract or employed by the school:

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

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

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

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

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



### **Model Agenda Item for ASBA Bylaw Change Proposal Consideration**

To assist boards in placing the bylaw agenda discussion/action to be taken by the governing board on their board agenda, we offer the following sample language to place on a future board agenda.

#### **Discussion/Action Items**

The Board will discuss, consider and give direction on voting on one bylaw change proposal from the Arizona School Boards Association. This bylaw proposal by the ASBA Board of Directors must be approved by two-thirds of the ASBA member boards to be effective. After discussion, the Board will vote to give direction to XXXXXXXX to vote in the manner the board has approved.

The following is the bylaw proposal to be considered and acted upon:

The ASBA Governance Committee, with unanimous approval from the ASBA Board of Directors, has proposed changes to the bylaws to enhance governance practices within our association. These updates are designed to improve transparency, accountability, and member engagement, ensuring that ASBA continues to operate with the highest standards of integrity and effectiveness. The proposed changes also aim to strengthen the association's ability to adapt to emerging challenges and better serve our diverse membership.

*Background: The committee has conducted a thorough review and is recommending updates to the bylaws. These recommendations are aimed at improving the effectiveness of governance within ASBA and ensuring alignment with best practices. Please find the attached Bylaw Proposed Changes, along with a summary document.*



EDUCATE. ADVOCATE. ELEVATE.

ASBA Members,

President Desiree Fowler initiated a governance committee to undertake the task of reviewing and recommending changes to the organization's bylaws and internal policies. The governance committee, chaired by Chris King of Vail Unified School District, was comprised of district governing board members from various areas around the state of Arizona. Utilizing the existing bylaws, the committee came together and reviewed the bylaws to establish a common understanding and to solicit suggestions and recommendations for changes which would address shortcomings not previously addressed. Thank you for your continued service to your districts, students, communities, and the ASBA organization.

Chris King M.A.

Chairman, Governance Committee

## ***Article IV - Membership***

**Section 1. Classes of Membership:** Corrects language.

**Section 2. Voting Powers of Membership:** Identifies who has the right to be recognized at membership meetings.

**Section 3. Dues of the Membership:** Removal of establishment of membership dues by electronic vote.

**Section 5. Suspension and Expulsion:** Subdivides the section and identifies reasons to remove a member district or organization and the process.

## ***Article V - Officers and Board of Directors and Executive Committee***

**Section 1. Officers and Terms of Office:** Subdivides the section and directs resignation from Board of Directors upon filing for a paid partisan office.

**Section 2. Board of Directors:** Subdivides the section and clarifies how membership to the board of directors is determined and clarifies language.

**Section 3. Qualifications:** Clarifies language.

**Section 5. Nominations and Elections:** Subdivides the section and clarifies language.

**Section 6. Selection of Executive Director:** Subdivides the section and clarifies language around the employment of the Executive Director. (ED)

**Section 7. Duties of Officers, Board of Directors and Executive Committee:** Subdivides the section and defines duties of the officers of the Executive Committee.

**Section 8. Executive Committee:** Establishes ratification processes.

**Section 9. Vacancies and Removal from Office:** Subdivides the section and addresses vacancies and removals within the Board of Directors.

## ***Article VI - Meetings and Voting***

**Section 1. Membership Meetings:** Subdivides the section and clarifies language and establishes requirements for calling meetings. Changes language regarding quorum requirements. Authorizes the use of electronic meetings.

**Section 2. Meetings of the Board of Directors and Executive Committee:**

Subdivides the section and ensures compliance of the Executive Committee. All emergency meetings actions must be ratified by the Board of Directors.

**Section 3. Annual Delegate Assembly:** Subdivides the section and clarifies language and adjusts quorum requirement.

***Article VII - Committees & Caucuses***

**Section 1. Standing Committees:** Subdivides the sections and establishes standing committees and delegates areas of authority.

**Section 2. Caucuses:** Clarifies language and ensures caucus alignment with organizational bylaws.

***Article VIII - Amendment of Bylaws***

**Section 1.** Clarifies language.



---

EDUCATE. ADVOCATE. ELEVATE.



## TABLE OF CONTENTS

Introduction.....	1
Article I Name of the Association .....	1
Article II Purpose of the Association .....	1
Article III Policies of the Association .....	2
Article IV Membership .....	2
Section 1. Classes of Membership .....	2
Section 2. Voting Powers of Membership .....	2
Section 3. Dues of Membership .....	3
Section 4. Resignation .....	3
Section 5. Suspension and Expulsion.....	3
Article V Officers and Board of Directors and Executive Committee.....	3
Section 1. Officers and Terms of Office.....	3
Section 2. Board of Directors .....	3
Section 3. Qualifications .....	4
Section 4. Authority .....	4
Section 5. Nominations and Elections .....	4
Section 6. Selection of Executive Director .....	5
Section 7. Duties of Officers, Board of Directors and Executive Committee.....	5
Section 8. Executive Committee.....	5
Section 9. Vacancies and Removal from Office.....	5
Article VI Meetings and Voting .....	6
Section 1. Membership Meetings .....	6
Section 2. Meetings of the Board of Directors and Executive Committee .....	6
Section 3. Annual Delegate Assembly .....	6
Article VII Committees & Caucuses .....	7
Section 1. Standing Committees .....	7
Section 2. Caucuses .....	7
Article VIII Amendment of Bylaws and Core Beliefs.....	7
Article IX Parliamentary Authority.....	8

## Introduction

ASBA is a membership driven organization as described in these Bylaws. As a Private Nonprofit, ASBA is committed to compliance with the Articles of Incorporation, these Bylaws, and the Internal Policy Manual, in all aspects of our work. A review and understanding of these Bylaws facilitate smooth interaction between and among members. Your membership and participation are appreciated.

# **BYLAWS ARIZONA SCHOOL BOARDS ASSOCIATION, INC.**

## ***Article I - Name of the Association***

The Association shall be called the ARIZONA SCHOOL BOARDS ASSOCIATION, INC.

## ***Article II - Purpose of the Association***

The Purpose of the Association shall be:

*Section 1.* To promote the general advancement of public education in the State of Arizona and the United States of America and its Territories.

*Section 2.* To promote lay control of public education.

*Section 3.* To coordinate educational policies and procedures and promote uniform application of school laws of the state.

*Section 4.* To coordinate the activities and interest of school boards and accommodation schools within the State of Arizona.

*Section 5.* To present reports, recommendations and information concerning education to the Legislature, State Board of Education, and other governmental officials and agencies.

*Section 6.* To provide leadership to the local school boards.

- (a) By exchanging information and ideas pertaining to all aspects of education.
- (b) By encouraging effective communication with students, parents, community, school personnel, legislators and appropriate agencies.
- (c) By encouraging the most desirable and effective communication between school boards and school personnel, the legislature, and the general public.

*Section 7.* To cooperate with other organizations for the benefit of the children in the public schools of the state and nation.

### **Article III - Policies of the Association**

The adoption of the beliefs of the Arizona School Boards Association, changes thereto, or additions thereto, shall require a majority vote in favor of such adoption by the delegates of member boards. Changes to bylaws and core beliefs may occur by an electronic vote of the membership using a procedure adopted by the Board of Directors.

### **Article IV - Membership**

#### **Section 1. Classes of Membership**

(a) **Active Member -**

Any governing board of a school district of the State of Arizona is eligible to be an active member of the Association, and membership shall be classified under the name of the district thus represented **and may hold elected offices within the organization.**

(b) **Honorary Member-**

1. Each past president of the Association, **subject to remaining in good standing**, shall automatically become ~~and remain~~ an honorary life member. The Board of Directors of the Association may elect **or remove** ~~additional~~ honorary life members.

2. **Any honorary member may be removed by a majority vote of the Board of Directors for actions of the member contrary to ASBA's bylaws or conduct deemed detrimental to the Association, after an appropriate hearing and due process.**

3. **May not hold elected offices within the organization.**

(c) **Associate Member-**

Accommodation schools within the state of Arizona; the Arizona State School for the Deaf and the Blind; the State Juvenile Education System Board; agency school boards, or local school boards, as established by the Bureau of Indian Affairs of the United States Department of the Interior; tribal school boards, charter school governing bodies; and accredited community colleges shall be eligible for Associate Membership. Any former member of a public school governing board shall be eligible for Associate Membership upon written application to the executive director and upon the payment of dues as established by the Association. Membership privileges of the Associate Members shall be determined by the Board of Directors. **May not hold elected offices within the organization.**

(d) **Organization Affiliate -**

Any commercial or professional service firm that wishes to participate in the programs and activities of the Association shall be eligible for Organization Affiliate Membership upon written application to the executive director and approval by the Board of Directors. **May not hold elected offices within the organization.**

#### **Section 2. Voting Powers of the Membership**

(a) **Active Members -**

A governing board that is an active member of the Association shall be deemed present at a membership meeting if one or more members of such governing boards are in attendance. On each matter presented to the membership for vote, each governing board that is an active member shall be entitled to one vote,

provided such governing board has paid dues as established and assessed in section 3(a) hereafter. The right to the floor for the purpose of discussion shall, however, be open to any and all members of a governing board who is an active member.

- (b) **Honorary Members** -  
Honorary members shall also have the right to the floor for **discussion purposes if permitted by the chair** ~~the purpose of discussion~~ but shall not be entitled to vote.
- (c) **Associate Members** -  
Associate members shall have the right to the floor for discussion purposes **if permitted by the chair** but shall not be entitled to vote.
- (d) **Organization Affiliate** -  
Organization affiliate members **shall not have the right to the floor for discussion purposes and** shall not be entitled to vote.

### **Section 3. Dues of the Membership**

- (a) **Active Members** -  
The dues of each active member shall be established by the Association at an annual membership meeting or as established by law.
- (b) **Honorary Members** -  
Honorary members shall not pay any dues.
- (c) **Associate Members** -  
The dues of associate members shall be as established by the ~~Association by an electronic vote of the membership using a procedure adopted by the~~ Board of Directors.
- (d) **Organization Affiliates Members** -  
The dues of organization affiliate members shall be as established ~~by the Association by an electronic vote of the membership using a procedure adopted~~ by the Board of Directors.

### **Section 4. Resignation**

Any member of any classification may submit a resignation in writing to the executive director and such resignation shall be effective ten (10) days after receipt.

### **Section 5. Suspension and Expulsion**

**5.1** Failure to pay dues shall be grounds for suspension or expulsion from the Association. The Board of Directors may also terminate the membership of a member for actions of the member contrary to ASBA's bylaws, under procedures adopted by the Board of Directors. Suspension or expulsion shall automatically constitute a termination (in case of suspension, however, only for the period of suspension) of all member's rights and privileges in the Association.

**5.2 Any member district or organization may be removed by a two-thirds vote of the Board of Directors for actions of the member district/organization contrary to ASBA's bylaws or conduct deemed detrimental to the Association, after an appropriate hearing and due process.**

## **Article V - Officers and Board of Directors and Executive Committee**

### **Section 1. Officers and Terms of Office**

- 1.1** The officers of the Association shall be president, president-elect, treasurer, secretary, and immediate past president, each of whom shall serve a term of one (1) year or until the selection and/or qualification of his/her successor.
- 1.2** Upon election as the *president-elect*, he/she shall accede automatically to the presidency at such time as he/she is duly qualified. No two offices may be held by the

same person. **Upon declaration of candidacy for a paid partisan elected office, an officer, director, or executive committee member must resign from the Board of Directors immediately and notify the Executive Director and Board of Directors.**

## **Section 2. Board of Directors**

**2.1** The governing body of the Association shall be a Board of Directors consisting of the officers, one representative from each of the counties of the state, except ~~Maricopa and Pima counties which are allotted two (2) representatives.~~ **counties with populations over 500 thousand shall be entitled to one (1) additional representative on the Board of Directors.**

**2.2** **When a county crosses the population threshold granting an additional director position, at the county meeting, districts will select co-directors who will alternate terms of office to offset the current representation for the county.**

**2.3** County representatives shall serve for a period of two (2) years with no member serving more than three (3) consecutive two (2) year terms. ~~However, at the first meeting of the Board of Directors after the adoption of the bylaws, county representatives shall determine by lot the one-half of their number who will serve for one (1) year and the one-half who will serve for two (2) years.~~

**2.4** Thereafter, members of the Board of Directors shall be elected by member boards of their counties at their annual County Workshop meetings.

**2.5** Ex-officio members of the Arizona School Boards Association Board of Directors shall be:

- ~~(a) Any person residing in Arizona who is either an officer or director of the National School Boards Association during his/her term of office in the national body, and~~
- (b) Any member of an ASBA active member Governing Board serving as President of the Hispanic Caucus, Native American Caucus and Black Caucus during his/her term of office in such caucus or any successor caucus by another name.

## **Section 3. Qualifications**

Each officer and director, with the exception of the immediate past president, shall be a member of a governing board which is a member of the Association. No more than one (1) elected officer shall be elected from any ~~one~~ member board and no two (2) board of directors' positions may be held by the same person.

## **Section 4. Authority**

The Board of Directors shall manage the affairs of the Association and shall have the power to adopt such rules as are consistent with the bylaws.

## **Section 5. Nominations and Elections**

**5.1** A nominating committee shall be constituted and selected as follows: the immediate past president of the Association shall serve as chairman of the committee and the remaining members shall be appointed by the president in consultation with the directors from those counties in which a county representative to the Board of Directors is elected for a two-year term.

**5.2** No two (2) members of the nominating committee shall be from the same county, and no more than three (3) members, in addition to the past president, shall be members of the Board of Directors.

**5.3** The committee shall submit a slate of ~~candidates officers~~ consisting of one or more nominees for each office to the general membership at an annual membership meeting. Additional nominations may be made from the floor provided the consent of the nominee has been obtained.

**5.4** The election of officers of the Association shall take place at the annual membership meeting. ~~The election shall be by written ballot~~ When there is more than one nominee for any office, **an election will be held**, and only designated delegates

shall be allowed to vote.

**5.5** The officers, county representatives, and ex-officio members of the Board of Directors shall take office at the close of the annual membership meeting.

**5.6** County representatives to the Board of Directors shall be nominated and elected by the official delegates of the governing boards of school districts at the county workshop of each county.

## **Section 6. Selection of Executive Director**

**6.1** The Executive Director (**ED**) shall be appointed by the Board of Directors, with a contract not to exceed four (4) years.

**6.2** He/she shall receive such salary and expenses as the Board of Directors shall determine or as may be consistent with the laws of the State of Arizona providing, therefore.

**6.3** **The contract for the Executive Director shall be reviewed and ratified by the entire Board of Directors only after a thorough vetting process determined by the ASBA Board of Directors has been completed.**

## **Section 7. Duties of Officers, Board of Directors and Executive Committee**

**7.1** The president shall:

**(a)** Have such power and duties as are usually exercised by such an officer.

**(b)** ~~He/she~~ Shall preside over meetings of the Association, the Board of Directors and of the Executive Committee.

**(c)** Unless otherwise provided for herein, he/she shall appoint all standing and special committees.

**(d)** ~~The president shall~~ Be an ex-officio member of all committees, except the nominating committee, with voting power.

**7.2** The president-elect shall:

**(a)** In the absence or disability of the president, shall have the authority and perform the duties of the president.

**(b)** **Serve as the Chair of the Legislative Committee.**

**7.3** The treasurer ~~and secretary~~ shall:

**(a)** ~~h~~Have such powers and duties as are usually exercised by such officers.

~~The treasurer shall collect dues and receipt therefor; shall receive and cause to be deposited all monies belonging to the Association, shall disburse the funds of the Association in accordance with the dictates of the Board.~~

**(b)** **Serve as the Chair of the Budget and Financial Oversight Committee.**

**(c)** ~~He/she shall~~ Report regularly to the board, **delegates, and membership** ~~prepare a budget report to be presented to delegates and membership and shall~~ perform such other duties as are delegated to him/her by the president or by the Board of Directors.

**7.4** The secretary shall:

**(a)** **Record and submit** ~~keep~~ the minutes of all ~~meetings of the Association, the Board, and the Executive Committee; shall~~ **Executive Session meetings of the Board of Directors.**

**(b)** ~~keep a membership roster up to date at all times; shall preserve the records and the files of the Association; shall give all notices required.~~ **Ensure minutes from all other Board of Director meetings are properly recorded and filed.**

**7.5.** The immediate past-president shall:

**(a)** **Serve as the chair of the Nominating Committee.**

**(b)** **Serve in other capacities as determined by the Board of Directors.**

## **Section 8. Executive Committee**

The Executive Committee shall be composed of the officers of the Association.

Duties:

- (a) The Executive Committee shall have the authority of the Board of Directors to act on any emergency when the president deems it impracticable to call a meeting of the entire board.
- (b) It may review plans and programs to be presented to the Board of Directors at their regular meetings.
- (c) It shall have authority to give direction or delegate that such direction be given on legislative action to come before the State Legislature on which there is no formal Association position.
- (d) All actions of the Executive Committee shall be subject to ratification by the Board of Directors.
- (e) **Any action taken upon declaration of emergency shall be ratified by the Board of Directors within ten (10) business days.**

### **Section 9. Vacancies and removal from office.**

**9.1.** A vacancy in any **Executive Committee** office or on the Board of Directors occurring between annual membership meetings shall be filled by a vote of the Board of Directors **upon submission of a recommendation by the board president**. Such a person shall hold office until the next annual membership meeting of the Association.

**9.2.** Any officer or director who *misses more than one meeting out of any four (4) consecutive meetings, unless he/she is excused* by the Board of Directors for a valid reason, may have his/her office vacated by action of the board.

**9.3. Any officer or director may be removed by a two-thirds vote of the Board of Directors for actions of the member contrary to ASBA's bylaws or conduct deemed detrimental to the Association, after an appropriate hearing and due process.**

## **Article VI - Meetings and Voting**

### **Section 1. Membership Meetings**

**1.1** The Association shall hold an annual membership meeting and ~~in addition~~ an annual Delegate Assembly. ~~at a time and place designated by the preceding annual membership meeting, by a vote of the membership, or by subsequent determination by the Board of Directors.~~ Notice of the time and place shall be given by written notice to all members at least sixty (60) days but not more than ninety (90) days prior to the meeting. c

**1.2** Special meetings of the membership may be called at any time by the Board of Directors or by the president; ~~and~~

- (a) the president shall call a special meeting **of the membership promptly within ten (10) business days** upon receipt by him/her of a petition ~~stating the purpose of the meeting~~ signed by no less than ~~ten (10)~~ **twenty (20)** active members **and stating the purpose of the meeting.**
- (b) Notice of the time and place of a special meeting shall be given to members at least ~~fifteen (15)~~ **ten (10) business** days prior to the meeting date, and such notice shall specify the business to be transacted.
- (c) The presence of representatives of no less than ~~twenty-five (25)~~ **fifty (50)** active members **in person or electronically** shall be necessary to constitute a quorum at any meeting of the membership.

### **Section 2. Meetings of the Board of Directors and Executive Committee**

- 2.1 The Board of Directors shall meet at least once each quarter of each calendar year.
- 2.2 The president shall call a special meeting of the Board of Directors or Executive Committee upon receipt of a petition presented to ASBA staff stating the purpose of the meeting signed by no less than twenty (20) active member districts.
- 2.3 Special meetings shall be ~~upon the call of the president, be and such meetings shall~~ called upon written request of five (5) members of the Board of Directors.
- 2.4. Special meetings may be called by the president of the Association provided a ten (10) business day notice is given.
- 2.5 All members should be given notice of time and place of special meetings at least ~~five (5)~~ ten (10) days prior to the meeting date.
- 2.6 The Executive Committee shall meet from time to time as it deems necessary or upon call of the president.
- 2.7 Emergency meetings may be called to handle issues with no less than 48 hours notice.
- (a) All actions approved in an emergency meeting must be ratified by the entire Board of Directors within ten (10) business days.
- (b) Emergency meetings may be called by the president or no less than five (5) members of the Board of Directors.

### Section 3. Annual Delegate Assembly

- 3.1 The annual Delegate Assembly shall be held to establish the political agenda items which support the beliefs of the association in the legislative process and in the priorities of the Association. Action agenda items may be submitted to the annual Delegate Assembly of the Association by the action of member boards, the Board of Directors of this Association, or any committee appointed by it, and shall be transmitted to the executive director not later than sixty (60) days before the opening date of the annual Delegate Assembly. All action items so submitted shall be forwarded immediately to the legislative committee for consideration.
- 3.2 The legislative committee is charged with creating a draft political agenda and shall consider the district action agenda items submitted. The draft legislative agenda shall be sent to members at least twenty (20) days prior to the annual Delegate Assembly by the legislative committee.
- 3.3 Other action agenda items submitted to the chairman of the legislative committee during the annual Delegate Assembly and prior to the last business session shall be considered by the membership at said meeting, provided that such action agenda items are in proper written form and signed by registered delegates from at least ten (10) active members.
- 3.4 The ~~reporting member~~ Chair or designee of the legislative committee shall be authorized, on behalf of the committee, to move for floor action on action agenda items and beliefs.
- 3.5 All action agenda items reported out of the legislative committee shall be ~~duplicated~~ distributed as soon as possible and made available to the delegates.
- 3.6 Action agenda items passed at the annual Delegate Assembly will constitute the Political Agenda and shall be considered the position of the Association until the next Delegate Assembly. The presence of representatives of no less than 20% of member districts or ~~twenty-five (25)~~ fifty (50) active members shall be necessary to constitute a quorum at the Delegate Assembly, whichever is fewer.

## **Article VII - Committees & Caucuses**

### **Section 1. Standing Committees**

Standing Committees of the Association shall be ~~a~~-Nominating Committee and a Legislative Committee.

#### **1.1. Nominating Committee**

(a) The nominating committee shall be so constituted and have such powers as previously provided herein.

(b) **The immediate past-president or designee shall serve as the chair of the committee.**

#### **1.2. Legislative Committee**

(a) The legislative committee, consisting of as many members as deemed advisable by the president and the Board of Directors, shall meet upon the call of the president to consider legislative matters, and the effect thereof on governing boards.

(b) **The president-elect or designee shall serve as the chair of the committee.**

#### **1.3. Budget and Financial Oversight Committee**

(a) **The Budget and Financial Oversight Committee shall be established as a standing committee and shall have such powers as deemed necessary to ensure the financial health of the Association.**

(b) **The treasurer or designee shall serve as the Chair of the committee.**

#### **1.4. Governance Committee**

(a) **The Governance Committee shall be established as a standing committee and have responsibilities commensurate with the purpose of the committee.**

(b) **The chair of the Governance Committee shall be appointed by the president.**

### **Section 2. Caucuses**

Caucuses shall exist to enhance the work of the association by addressing the unique needs of member districts. Caucuses of ASBA are considered to be affiliated with ASBA as a program provider with responsibility for the caucuses. Each caucus **shall** ~~is expected to~~ adopt its own bylaws for operating, programming, and governing within the context of the relationship with ASBA described herein. **All caucus bylaws shall conform to applicable statutes, ASBA Bylaws and Internal Policies.**

With the adoption of this section, the Black Caucus of ASBA and the Hispanic/~~Native~~ American Indian Caucus of ASBA are hereby established.

Caucuses shall be added or eliminated to this provision through the amendment process described in article VIII of this document.

## **Article VIII - Amendment of Bylaws ~~and Core Beliefs~~**

**Section 1.** These Bylaws ~~or the Core Beliefs~~ may be amended or repealed, or new ones adopted as follows:

- (a) By a vote of two-thirds of the member boards using an electronic vote of the membership using a procedure adopted by the Board of Directors.
- (b) Amendments may be submitted by action of a member board, the Board of Directors of this Association, or any committee appointed by it, and shall be transmitted to the executive director not later than September 15. Such amendments shall be forwarded to the membership at least thirty (30) days prior to the opening of electronic voting as approved by the ASBA Board of Directors.

## ***Article IX - Parliamentary Authority***

**Section 1.** The rules contained in the current edition of Robert's Rules of Order newly revised shall govern the proceedings of the ASBA in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order that ASBA may adopt.

Adopted by the ASBA Delegate Assembly, April 6, 1974.

Amended:

September 12, 1975  
June 12, 1976  
December 8, 1976  
November 30, 1977  
November 29, 1978  
December 12, 1979  
December 2, 1981  
June 25, 1983  
December 5, 1985  
December 12, 1986  
December 13, 1990  
December 12, 1991  
December 15, 1994  
December 14, 1995  
December 12, 1996  
December 11, 1997  
December 10, 1998  
December 13, 2001  
December 16, 2004  
December 14, 2006  
December 11, 2008  
December 16, 2010  
December 15, 2011  
December 13, 2012  
December 11, 2014  
December 16, 2021

**BIA ©**  
**NEW BOARD MEMBER**  
**ORIENTATION / HANDBOOK**

A member-elect - or any person designated for appointment as a member-elect - of the Board is to be afforded the Board's and the staff's fullest measures of courtesy and cooperation. The Board and staff shall make every effort to assist the member-elect to become fully informed about the Board's functions, policies, procedures, and problems.

In the interim between election or appointment and actually assuming office, the member-elect shall be invited to attend appropriate meetings and functions of the Board and is to receive appropriate reports and communications normally sent to Board members.

The member-elect is to be provided access to appropriate publications and aids, including the Board's Policy Manual and Administrative Regulations and publications of the state and national school boards associations.

The Board President and members of the administrative staff will also confer with the member-elect as necessary on special problems or concerns.

Board members-elect will be encouraged to attend meetings or workshops specifically designed for Board members-elect. Their expenses at these meetings may be reimbursed by the District in accordance with law.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

[15-342](#)

[38-431.01](#)

## 15-342. Discretionary powers

The governing board may:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Require students to wear uniforms.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Memorandum

**To:** KUSD Governing Board

**From:** Liz Albin, Director of Curriculum

**RE:** Approve closure of Kingman Online Learning Academy (KOLA) Elementary School

## **FOR AGENDA**

- Approve closure of Kingman Online Learning Academy (KOLA) Elementary School (Entity ID #1001747)

## **FOR PACKET**

KOLA Elementary School was opened in SY21-22 in response to COVID for grades K-5. It operated for 2 years with under 100 students each year. Starting in SY23-24, there has not been a need for an online elementary school. If the KUSD board approves the closure, it will go on the State Board of Education for final approval. KOLA Middle School & KOLA High School continue to provide a much needed pathway for students.



## MEMORANDUM OF UNDERSTANDING

Contract # 2450

**Kingman Unified School District** (herein "District") and **Southwest Behavioral Health Services, Inc. dba Southwest Behavioral & Health Services**, an Arizona nonprofit corporation (herein "SBH") hereby agree to the following Terms and Conditions:

1. **PURPOSE.** This Agreement supports SBH's desire to provide mental health services, substance abuse counseling, and parenting skills training, including individual, group, and family counseling services (herein "Services") to students and families within the District.
2. **SBH AGREES TO:**
  - A. Make Services available on school campuses for students who are enrolled in SBH Services.
  - B. Support the school's Success Team in identifying students and families who are in need of behavioral health services.
  - C. Provide Services to students and families who are either eligible or ineligible for Arizona Health Care Cost Containment System (herein "AHCCCS") coverage.
  - D. Assist families with enrollment for AHCCCS.
  - E. Provide Services to students and families who will pay for Services out-of-pocket (herein "Private Pay"). Students and families receiving Private Pay Services will sign a Private Pay Agreement with SBH. The Rate Schedule for Private Pay is outlined in Exhibit A.
  - F. Work in collaboration with families, teachers, and school personnel to aid students and families in reaching their service plan goals.
  - G. Provide clinician with a laptop and cell phone for contact purposes.
  - H. Upon request, provide updates to School Administration and Board regarding the progress and impact of programs and Services.
3. **DISTRICT AGREES TO:**
  - A. Provide adequate office and classroom space in order for SBH to effectively administer programs and Services. District will provide a school email and access to the internet.
  - B. Work in collaboration with SBH to aid students and families in reaching their service plan goals.
  - C. Include SBH's clinician in Success Team meetings and school events designated to build communication and collaboration among stakeholders.
4. **TERM.** The term of this Agreement shall be from **January 1, 2025** through **December 31, 2025**. This Agreement is not subject to automatic renewal.
5. **TERMINATION.** Either party may, at any time and without defaulting on this Agreement, terminate in whole, or any part, this Agreement for convenience by providing a thirty (30) day written notice to the other party.
6. **RELATIONSHIP BETWEEN PARTIES.** SBH and District are independent entities. No relationship of employer-employee exists between SBH, District, and their agents. The Parties understand and agree that they shall not in any manner represent or hold out as acting or being authorized to act on behalf of the other Party. SBH and District will retain exclusive control of their respective employees.

7. **CONFIDENTIALITY.** During the execution of this Agreement, the Parties may gain access, gain exposure, or acquire confidential information of clients (herein referred to as “Confidential Information”).
- A. **Confidentiality Obligations.** The Parties, including their employees, agents, or representatives shall (i) not disclose to any third party the Confidential Information acquired during the execution of this Agreement, unless otherwise permitted by this Agreement, (ii) only permit use of the Confidential Information by employees, agents, and representatives who need the Confidential Information to complete performance under this Agreement, and (iii) advise each of their employees, agents, and representatives of their obligations to keep the Confidential Information private. The Parties agree that they shall be bound by and shall abide by all applicable Federal and State statutes and regulations pertaining to the confidentiality of client records or information.
  - B. **Confidentiality Exception.** The Parties shall not use or disclose any Confidential Information for any purpose not associated with the Parties’ responsibilities under this Agreement, unless the Party receives written consent from the client, client’s attorney, or legal guardian.
  - C. **Release of Information.** The records obtained during sessions with SBH are considered medical records and are not part of the student’s educational records. SBH will release all records according to Arizona Law.
8. **INDEMNIFICATION.** Each Party to this Agreement shall hold harmless, and indemnify the other Party and its directors, officers, agents, sub-contractors, employees and volunteers against any and all losses, liabilities, damages, injuries, claims, suits, demands and legal proceedings including any direct, indirect or consequential loss, liability, damage, or expense, but not including attorneys’ fees, unless awarded by a court of competent jurisdiction, arising out of or in connection with the intentional, willful, wanton, reckless or negligent conduct arising from or to the extent alleged to be in connection with the Services to any Indemnified Party and any third party. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct. Any claim involving contributory negligence shall be handled so that each party is responsible and liable for its share of the damages and defense cost associated therewith, in proportion to its share of negligence.
9. **NOTICES.** Unless otherwise provided for in this Agreement, notices shall be provided in writing. Notices may be made in electronic or hard copy format, so long as the specified guidelines are followed.
- A. **Electronic Notices.** Electronic notices must be sent via electronic mail. Notice is deemed given when the notice is sent. Electronic notices to SBH shall be sent to: [contracts@sbhservices.org](mailto:contracts@sbhservices.org). Electronic notices to District shall be sent to: [gdoner@kUSD.org](mailto:gdoner@kUSD.org).
  - B. **Hard Copy Notices.** Hard copies notices must be sent by registered or certified mail with delivery confirmation. Notice is deemed given upon confirmed delivery. Notices to SBH shall be sent to: Southwest Behavioral Health Services, Inc.; 3450 North 3<sup>rd</sup> Street, Phoenix, AZ 85012; Attention: Contracts Department. Notice to District shall be sent to: Kingman Unified School District; 3033 MacDonald Avenue, Kingman, AZ 86401; Attention: Dr. Gretchen Dorner.
10. **INSURANCE.** District and SBH shall maintain insurance to cover its operations and properties throughout the term of this Agreement. Any insurance maintained by SBH will apply in excess of, and not contribute to, insurance maintained by the District. SBH shall provide District with proof of liability insurance.
11. **GOVERNING LAW AND VENUE.** The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Arizona. The venue for any legal action arising out of this Agreement shall be held in a court of competent jurisdiction in Mohave County in the State of Arizona.
12. **COMPLIANCE WITH LAW.** The Parties agree that this Agreement shall, at all times, comply with applicable local, State, and Federal law.

- A. **Equal Opportunity Affirmative Action.** SBH shall not maintain or provide racially segregated facilities at any establishment under its control. SBH agrees to comply with all applicable State and Federal Equal Opportunity, immigration, and affirmative action requirements.
- B. **Nondiscrimination.** The Parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 99-4 and 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. The Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement of employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.
- C. **Fingerprinting.** District will have, at all times, a complete and accurate written list of all employees and agents of SBH who will be provided access to District sites on a regular basis under this Agreement; SBH will be required to have a completed IVP fingerprint clearance card in accordance with A.R.S. § 15-512(H), and a criminal background check for each person granted access to District sites on an intermittent basis; and SBH will ensure that its employees and agents follow guest or visitor rules at District sites
- D. **Workers' Compensation.** An employee of either Party shall be deemed an "employee" of both Parties while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any worker's compensation benefits which may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form: All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or Contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.
- E. **Changes in Law.** If prior to the expiration of the term of this Agreement, applicable Federal, State, or local laws are enacted and affect either Party's performance or ability to perform under this Agreement, then the Parties may modify this Agreement within thirty (30) days after the legislation is effective.
- F. **Appropriations.** If during the term of this Agreement, a regulatory body, including the Arizona Department of Behavioral Health Services and/or Human Services, Arizona Health Care Cost Containment System (AHCCCS), Regional Behavioral Health Authority, other funding sources, or the Internal Revenue Service determines that this Agreement is illegal, jeopardizes SBH's tax exempt status, or otherwise materially affects SBH's business, the applicable provisions of this Agreement shall be deemed null and void.
- G. **Severability.** If any of the provisions contained in this Agreement are deemed invalid, illegal, or unenforceable in any respect under any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that it is invalid, illegal, or unenforceable, and the remainder of this Agreement shall continue in full force and effect.

13. **DISPUTE RESOLUTION:** Any claim or controversy arising out of this Agreement will be resolved, to the fullest extent possible and in accordance with the law through informal meetings and discussions held in good faith between appropriate representatives of the parties. Any remaining claim or controversy will be resolved through mediation. Either party may initiate mediation by providing the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in selecting a mediator. The parties agree they will participate in the mediation in good faith. Each party will bear its own costs and expenses, including its own attorneys' fees. Each party will bear an equal share of the mediator's fees and any administrative mediation costs. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator made during mediation, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

- 14. **WAIVER.** No delay or failure to exercise any right, power, or privilege under this Agreement shall impair any such right, power, or privilege or be construed as a waiver of any default.
- 15. **NO PUBLICITY.** The Parties shall not advertise, publish or disclose to any third party or use any trademarks or trade names in any press release, promotional materials, advertisements, without a written consent signed by all Parties
- 16. **ASSIGNMENT.** This Agreement shall not be assigned in whole or in part by any of the Parties without the express, written consent of all Parties.
- 17. **ENTIRETY.** This Agreement contains the entire contract between the Parties. All prior negotiations between the Parties are merged into this Agreement. There are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by written instrument signed by all Parties.
- 18. **SIGNATURE AUTHORITY.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

**Southwest Behavioral Health Services, Inc.**

**Kingman Unified School District**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## EXHIBIT A PRIVATE PAY FEE SCHEDULES

Private Pay serves as an alternative payment option for behavioral health services for students and families who are not eligible for AHCCCS. Private Pay refers to cash payment for Services at the Private Pay Rates provided below or, if the payee qualifies, the Sliding Scale Fee Schedule may apply. SBH is responsible for any and all aspects of the Private Pay policy and procedures. Full payment is due at the time of Services for all Private Pay Services provided.

### 1. PRIVATE PAY RATES:

Description	Private Pay Rate	Billing Frequency
Initial Intake	\$200.00	Per Intake
Individual Counseling Services	\$100.00	Per Hour
Family Counseling	\$100.00	Per Hour
Group Counseling	\$25.00	Per Hour
Skills Training	\$25.00	Per 15 minutes
Psychological Testing/Evaluation: Face-to-Evaluation	\$150.00	Per Hour
Psychological Testing/Evaluation: Non-Face-to-Face post-evaluation Test Administration & Scoring	\$60.00	Per 30 minutes
Psychiatric Evaluation	\$250.00	Per Visit (1 hour)
Medication Monitoring	\$100.00	Per Visit (20 to 30 minutes)
Case Management	\$25.00	Per 30 minutes
Health Promotion	\$25.00	Per 30 minutes
Peer Support	\$20.00	Per 15 minutes
Vocational Services (on site)	\$25.00	Per Hour
Missed or Canceled Appointments (without a 24-hour notice)	\$25.00	Per Occurrence

### 2. SLIDING SCALE FEE SCHEDULE:

Poverty Level*	0 - 100 %		101 - 125 %		126 - 150 %		151 - 175 %		176 - 200 %	
Percent Discount	100% Discount		80% Discount		60% Discount		40% Discount		20% Discount	
Family Size	Minimum Fee		20% Pay		40% Pay		60% Pay		80% Pay	
1	\$0	\$15,060	\$15,061	\$18,680	\$18,681	\$23,160	\$23,161	\$28,720	\$28,721	\$35,610
2	\$0	\$20,440	\$20,441	\$25,350	\$25,351	\$31,440	\$31,441	\$38,990	\$38,991	\$48,350
3	\$0	\$25,820	\$25,821	\$32,020	\$32,021	\$39,710	\$39,711	\$49,240	\$49,241	\$61,060
4	\$0	\$31,200	\$31,201	\$38,690	\$38,691	\$47,980	\$47,981	\$59,500	\$59,501	\$73,780
5	\$0	\$36,580	\$36,581	\$45,360	\$45,361	\$56,250	\$56,251	\$69,750	\$69,751	\$86,490
6	\$0	\$41,960	\$41,961	\$52,030	\$52,031	\$64,520	\$64,521	\$80,010	\$80,011	\$99,210
7	\$0	\$47,340	\$47,341	\$58,700	\$58,701	\$72,790	\$72,791	\$90,260	\$90,261	\$111,920
8	\$0	\$52,720	\$52,721	\$65,370	\$65,371	\$81,060	\$81,061	\$100,520	\$100,521	\$124,650
For Each Additional person, add	\$5,380									

\* Based on 2024 HHS Poverty Level Guidelines (<http://aspe.hhs.gov/poverty-guideines>).

\*\* Failure to provide accurate income information could result in accrual of additional charges.

October 3, 2024

Kingman USD #20  
ATTN: Dr. Gretchen Dorner  
3033 MacDonald Avenue  
Kingman, AZ 86401

Re: Intergovernmental Agreement between Mohave County Community  
College District and Kingman Unified School District #20

Dr. Dorner:

Enclosed please find a copy of the above referenced fully executed IGA for academic  
years 2024-2025 and 2025-2026. The College will retain the original with its Board  
records, as well as a digital copy.

MCC looks forward to our continuing partnership to provide post-secondary  
opportunities to the high school students of Mohave County.

Sincerely,



Stacy S. Klippenstein, Ed.D.  
President

**Mohave County  
Community College  
District Office**  
1971 Jagerson Ave.  
Kingman, AZ 86409

**Bullhead City Campus**  
3400 Highway 95  
Bullhead City, AZ 86442

**Lake Havasu City Campus**  
1977 Acoma Blvd. West  
Lake Havasu City, AZ 86403

**Neal Campus - Kingman**  
1971 Jagerson Ave.  
Kingman, AZ 86409

**North Mohave Campus**  
480 S. Central  
Colorado City, AZ 86021

**www.mohave.edu**  
**1.866.664.2832**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
MOHAVE COMMUNITY COLLEGE DISTRICT  
AND  
KINGMAN UNIFIED SCHOOL DISTRICT #20**

This Intergovernmental Agreement (“Agreement”) is entered into between Mohave County Community College District (“College”), and Kingman Unified School District #20 (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

**BACKGROUND**

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13), § 15-701.01(F), § 15-1444(B)(4), and § 15-1821.01. Grant schools are authorized to participate in this Agreement under the Tribally Controlled Schools Act, 25 U.S.C. § 2501 *et seq.* This Agreement and its use are mandated under A.R.S. § 15-1821.01(1).

College has determined that it is desirable to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

School District desires that College provide to high school students college level courses that may be counted toward both high school and college graduation requirements.

**AGREEMENT**

In consideration of the mutual promises contained herein, the Parties agree as follows:

**1. PURPOSE**

The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing Dual Enrollment Courses, as defined in Section 2 below, to eligible School District students.

**2. DEFINITION**

“Dual Enrollment Course” shall have the same definition as set forth in A.R.S. § 15-101(11). Pursuant to A.R.S. § 15-1821.01(3), physical education shall not be available as a Dual Enrollment Course.

**3. EFFECTIVE DATE AND TERM**

A. This Agreement shall be effective:

- i. After the governing boards of School District and College have approved it; and
- ii. On the date that authorized representatives of both Parties have signed it (“Effective Date”).

B. The term of this Agreement shall be from the Effective Date through June 30, 2026 (“Term”).

#### 4. OBLIGATIONS OF COLLEGE

##### 4.1 General Course Requirements

A. College will offer Dual Enrollment Courses to School District freshmen, sophomores, juniors or seniors who meet College’s prerequisites.

B. Pursuant to A.R.S. § 15-1821.01(3), College will ensure that all Dual Enrollment Courses offered to School District students are:

1. of a quality and depth to qualify for college credit, as determined by College;
2. evaluated and approved through the College curriculum approval process;
3. at a higher level than taught by the School District high school;
4. transferable to an Arizona public university or applicable to an established community college occupational degree or certificate program; and
5. compliant with all other standards for College courses.

Dual Enrollment Courses offered pursuant to this Agreement are listed in Exhibit A attached to this Agreement, which shall be updated annually by College.

C. Students enrolled in Dual Enrollment Courses shall be admitted to College for college level credit under the College’s current procedures for admission of students to College, and in compliance with A.R.S. § 15-1821.01 and A.R.S. § 15-1805.01. For students under the age of 18, the College’s admission policies shall comply, at a minimum, with the provisions of A.R.S. § 15-1805.01. In addition, the College may admit such students if they satisfy an alternative standard established by College.

D. College retains the right to refuse admission to and remove a student from Dual Enrollment Courses in accordance with College policy.

E. College shall determine residency status of students for tuition purposes in accordance with A.R.S. § 15-1801 *et seq.*

F. College will provide to School District the instructional information necessary to meet the goals of the courses delivered, including but not limited to College approved textbook titles, syllabi, course outlines and grading standards applicable to the Dual Enrollment Courses.

G. College will ensure that instructors of Dual Enrollment Courses follow the Dual Enrollment Course guidelines, and that the same standards of expectation and assessment that are applied to other College courses are applied to the Dual Enrollment Courses.

H. For each student, College will assign an identification number to the student that shall correspond to or reference the State Student ID number assigned to the student. School District will provide College with the State Student ID number for each student as provided in Section 5.1(F).

I. College will grant College credit for a Dual Enrollment Course when a student satisfactorily completes the course.

#### **4.2 Instructors and Instruction**

A. College will ensure that School District instructors teaching Dual Enrollment Courses have valid College teaching qualifications in the field being taught and are selected and evaluated by College using the same procedure and criteria that are used for instructors at College campus.

B. If College is providing the instructor for a Dual Enrollment Course, College will provide at College's expense a substitute instructor, as necessary and as agreed upon by School District, to cover the absence of any College instructor teaching a Dual Enrollment Course.

#### **4.3 Assessment and Monitoring**

A. Except for vocational and occupational Dual Enrollment Courses, and if required by College policy, College will assess each student who seeks enrollment in a Dual Enrollment Course through an assessment test prior to, or at the time of, enrollment to determine and assure proper placement in the Dual Enrollment Courses.

B. College will involve full-time College faculty who teach a particular discipline in Dual Enrollment Course selection and implementation, and in Dual Enrollment Course faculty selection, orientation, professional development and evaluation, as required by A.R.S. § 15-1821.01(4) & (5).

C. College will designate a liaison officer to assist with dual enrollment activities and to meet with the liaison designated by School District as necessary to review Dual Enrollment Course outlines and School District's high school scope and sequence, and to review and amend the course outlines as necessary.

#### **4.4 Policy and Procedure**

A. College will comply with all applicable procedures and requirements for the Dual Enrollment Courses set out in state statute and College policy.

B. College will provide School District with College policies and procedures applicable to students enrolling in Dual Enrollment Courses.

C. College will provide School District access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), and applicable regulations, School District and College may disclose educational records of students to each other as "officials of another school system" where the student is enrolled.

#### **4.5 Students with Disabilities**

A. After notification from School District of a student's need, if College is providing the instructor for a Dual Enrollment Course, College will cooperate with School District to ensure the instructor complies with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended, or the Individuals with Disabilities Education Act ("IDEA"), as applicable. Under the ADA and Section 504, subpart E, College is responsible for providing appropriate academic accommodations for those students that self-identify in Dual Enrollment classes; however, School District shall be responsible for ensuring that the student receives a free appropriate public education ("FAPE") in conformity with his or her 504 Plan or individualized education program ("IEP"), including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services. This Agreement does not relieve School District of any of its legal duties under applicable Federal or State law, including but not limited to School District's obligations relating to child find, evaluation, and placement of students with disabilities.

B. College will provide training and guidance to instructors and relevant personnel in the area of compliance with the ADA and the Rehabilitation Act of 1973, Subpart E, as amended, and the College's process for student requests for accommodations, as the Acts specifically relate to College classes.

### **5. OBLIGATIONS OF SCHOOL DISTRICT**

#### **5.1 General Course Requirements**

A. School District will provide an opportunity for School District students who meet criteria pursuant to Paragraph B of this Section 5.1 to enroll in Dual Enrollment Courses and to receive college credit and credit toward high school graduation.

B. Pursuant to A.R.S. § 15-1821.01(6), School District will ensure that each student who enrolls for a Dual Enrollment Course pursuant to this Agreement is a full-time student and is currently enrolled in and attending a full-time instructional program, as defined in A.R.S. § 15-901, in a school in School District, except that high school seniors who satisfy high school graduation requirements with less than a full-time instructional program shall be exempt from this provision.

C. If School District is providing the instructor for the Dual Enrollment Course, School District will provide instruction in accordance with the policies, regulations and instructional standards of College in courses designated as Dual Enrollment Courses to students of School District at a School District facility.

D. School District will verify that each student enrolled in a Dual Enrollment Course, including those not electing to enroll for College credit, satisfies the prerequisites for the Dual Enrollment Course as published in College's catalog and complies with College policies and this Agreement regarding student placement in courses.

E. School District will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall provide textbooks for the students. Each student shall be responsible to purchase other supplies, if

any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.

F. For each student enrolling in a Dual Enrollment Course, School District will enroll the student using the student's State Student ID number and provide that number to College.

## **5.2 Instructors and Instruction**

A. If School District is to provide the instructor, School District will nominate an instructor qualified in the appropriate subject area for each Dual Enrollment Courses and submit each instructor's name and credentials to College for approval.

B. School District will ensure that School District instructors teaching Dual Enrollment Courses provide instruction in accordance with the policies, regulations and instructional standards of College and comply with College assessments.

C. If School District is providing the instructor, School District will provide at School District's expense a substitute instructor, as necessary and as agreed upon by College, to cover the absence of a School District instructor who teaches a Dual Enrollment Course. In the case of substitutions exceeding 10 consecutive school days, School District shall notify College in writing of the name and credentials of the substitute instructor.

## **5.3 Assessment and Monitoring**

School District will designate a liaison officer to assist with dual enrollment activities and to meet with the College designated liaison as necessary to review Dual Enrollment Course outlines and School District's high school scope and sequence to review and amend the course outlines as necessary.

## **5.4 Policy and Procedure**

A. School District will ensure that each student seeking enrollment in a Dual Enrollment Course:

1. has completed the necessary College admissions and registration process;
2. has completed College assessment examinations, if required by College;
3. is aware the student is subject to both School District policies and procedures and College policies and procedures;
4. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and
5. is aware of the requirements for determination of eligibility for College in-state tuition, if applicable under the terms of this Agreement.

B. School District will ensure that each instructor of Dual Enrollment Courses agrees to be subject to School District policies and procedures and College policies and procedures, including the

right of College to withdraw authorization of the instructor's participation in Dual Enrollment Courses for failure to follow College requirements.

C. School District will provide College access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to FERPA and applicable regulations, School District and College may disclose educational records of students to each other as "officials of another school system" where the student is enrolled.

### **5.5 Students with Disabilities**

School District will determine the appropriate accommodations for each qualified student with disabilities in accordance with the ADA and Section 504 of the Rehabilitation Act of 1973, subpart D, or the IDEA, as applicable, submit appropriate documentation on students with disabilities to the Disabilities Coordinator at College, and implement accommodations or special education services as required by Federal and State law and as negotiated between the College Disability Resource office and School District. School District shall work with College in determining appropriate accommodations or special education services for Dual Enrollment Courses. School District shall be responsible for ensuring that each qualified student receives a FAPE in conformity with his or her 504 Plan or IEP, including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services; provided, however, that any supplementary aids, services, or accommodations in a IEP or Section 504 Plan implemented in a Dual Enrollment Course shall be permitted as allowed under the College's accreditation guidelines as determined by the College. This Agreement does not relieve School District of any of its legal duties under applicable Federal or State law, including but not limited to School District's obligations relating to child find, evaluation, and placement of students with disabilities.

### **5.6 Facilities and Funding**

A. School District will provide classroom/laboratory space in which Dual Enrollment Courses and activities will be conducted. Facilities and ancillary services provided for the delivery of Dual Enrollment Courses shall comply with all applicable provision of the state Fire Marshall Code, any local fire and safety regulations, and all other applicable federal and state laws.

B. Payment, if any, for facilities and ancillary services shall be designated in Exhibit B attached to this Agreement, which shall be updated annually by College.

## **6. MUTUAL AGREEMENTS**

### **6.1 Instructor**

A. Throughout the term of this Agreement, an instructor provided by School District shall remain an employee of School District, and shall be subject to the terms and conditions of the instructor's employment contract and School District policy, but shall also be subject to continuing approval by College. Should a School District instructor violate College procedure or policy, College may

withdraw authorization for the instructor to participate in the dual enrollment program and School District, upon such withdrawal of authorization, shall substitute another qualified instructor and notify College in writing of such substitution. The instructor must be approved by College pursuant to the terms of this Agreement.

B. Throughout the term of this Agreement, an instructor provided by College shall remain an employee of College, and shall be subject to the terms and conditions of the instructor's employment contract and College policy, but shall also be subject to School District policy. Should a College instructor violate School District procedure or policy, School District may ask College to withdraw authorization for the instructor to participate in the dual enrollment program and College, upon such withdrawal of authorization, shall substitute another qualified instructor and notify School District in writing of such substitution.

## **6.2 Students**

Each student enrolled in a Dual Enrollment Course, even though enrolled as a College student during the term of the Dual Enrollment Course, shall remain a student of School District and shall follow the schedule and calendar of classes applicable for Dual Enrollment Courses, as established by School District and approved by College.

## **6.3 Removal from Course**

School District retains the right to refuse to allow a student to enroll in a Dual Enrollment Course and to discipline and/or remove any student from the Dual Enrollment Course in accordance with School District policies. College shall have the right to request School District to remove a student from a Dual Enrollment Course.

## **6.4 Schedule and Number of Students**

School District and College shall mutually determine the schedule of, and maximum and minimum number of students to enroll in, each Dual Enrollment Course. Such schedule shall not be changed except by prior written agreement of School District and College. School District and College must mutually agree if any student who is not a student of School District will be enrolled in a Dual Enrollment Course; provided, however, that any such student must comply with the admissions requirements and course prerequisite requirement provisions of this Agreement.

## **6.5 Availability of Instructors**

Availability of Dual Enrollment Courses offered by College shall be dependent on the availability of appropriately qualified instructors. College may compensate School District for the services of a qualified instructor provided by School District or, alternatively, College may provide a qualified instructor to deliver any Dual Enrollment Course.

## **6.6 Guidelines**

School District and College shall ensure that each student enrolled in a Dual Enrollment Course, and all personnel of School District and all personnel of College who are involved in the dual

enrollment program are provided with dual enrollment guidelines, and that such persons agree to review and comply with the guidelines.

#### **6.7 Rigor of Courses**

College and School District agree that college level courses are rigorous and demanding courses, and the standards and criteria of any Dual Enrollment Course shall meet statutory and College criteria, and such criteria shall not be diminished for the purpose of the dual enrollment program.

### **7. FINANCIAL PROVISIONS AND FORMAT FOR BILLING: See Exhibit A attached.**

#### **7.1 Fees**

Fees and charges for the Dual Enrollment Courses and program are provided on Exhibit B attached to this Agreement, which shall be updated annually by College.

#### **7.2 Supplies**

School District will provide and pay for basic textbooks, workbooks, supplies and other costs related to the teaching of and the administration of Dual Enrollment Courses within School District.

#### **7.3 Tuition**

A. Either the student or School District shall be responsible for payment of tuition to College, as specified in Exhibit B.

B. College may provide grants, scholarships or financial aid in accordance with College policies and as set forth on Exhibit B, which may be amended annually by College. In addition, College may offset tuition payments owed to College by School District with payments due from College to School District.

C. School District understands and agrees that tuition charges for students enrolled under this program may vary from student to student depending upon the total number of student credit hours for which each student has enrolled each term, and depending upon the student's eligibility for in-state tuition. Pursuant to A.R.S. § 15-1802(C), the residency of an unemancipated student under the age of 19 years will be that of the student's parent or legal guardian, and any student who does not meet the statutory requirements for in-state tuition will be charged out-of-state tuition rates, to the extent such separate rates are established by this Agreement.

#### **7.4 Billing Format**

The format for the billing of all services pursuant to this Agreement is set forth on Exhibit B. All bills under this Agreement shall include all information required by A.R.S. § 15-1821.01(1)(a).

#### **7.5 Manner of Financing**

School District and College will each fund their respective obligations under this Agreement

through their respective budgeting process.

## **8. RECORDS**

All accounts, reports, files and other records relating to this Agreement shall be kept for a minimum of 5 years after termination of this Agreement and shall be open to reasonable inspection and audit by the other party during that period. Audits may be conducted, at a time mutually agreed upon by the parties, by any appropriate political subdivision or agency of the State of Arizona or by representatives of the comptroller General of the United States or the Secretary of Education when required by applicable federal regulations.

## **9. CONFIDENTIALITY**

All written student records shall be kept confidential in accordance with FERPA and regulations adopted pursuant to FERPA, the IDEA and regulations adopted thereunder, and applicable state laws and School District policies controlling the disclosure of personally identifiable information from a student's education records.

## **10. TERMINATION/DISPOSITION OF PROPERTY**

### **10.1 Termination**

Either Party may terminate this Agreement for any reason following written notice to the other Party of intent to terminate delivered not less than 90 days prior to the intended date of termination. Except as provided in this section 10, termination shall only be effective at the end of a semester, and no Dual Enrollment Course shall be terminated prior to such effective date.

### **10.2 No Relief from Obligations**

Termination of this Agreement shall not relieve either Party from its obligation to pay for services provided prior to termination and those for any student already admitted and enrolled in a course or courses and obtaining dual credit at the time of termination or notice thereof.

### **10.3 Disposition of Property**

The Parties do not contemplate joint acquisition of any property pursuant to this Agreement. Upon termination of this Agreement, equipment furnished or purchased by College for the program shall be retained by College, and equipment furnished or purchased by School District for the program shall be retained by School District.

## **11. RESPONSIBILITY**

### **11.1 Conduct of Operations**

Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and the actions of its own personnel while performing services under this Agreement, and each party shall be solely responsible for supervision, daily direction, control of

payment of salary (including withholding for payment of taxes and social security), workers' compensation and disability benefits.

### **11.2 Indemnification**

Each Party, to the greatest extent legally permissible, shall indemnify, defend, and hold harmless the other Party from any liability resulting from the negligence, intentionally tortious, or willful misconduct of the indemnifying Party's employees, officers, students and agents.

## **12. CANCELLATION FOR CONFLICT OF INTEREST**

This Agreement may be canceled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

## **13. NON-ASSIGNABILITY**

Neither Party may assign any right or delegate a duty or responsibility under this Agreement without the prior written consent of the other Party.

## **14. COMPLIANCE WITH NON-DISCRIMINATION LAWS**

To the extent applicable, the Parties shall comply with all College non-discrimination policies and all state and federal non-discrimination laws and regulations, including Executive Order 2009-09.

## **15. RIGHTS/OBLIGATIONS OF PARTIES ONLY**

The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

## **16. ENTIRE AGREEMENT**

This Agreement, and its attachments as noted herein, constitutes the entire agreement between the Parties, and, except as previously noted, all prior or contemporaneous oral or written agreements are superseded by this Agreement. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made in writing and signed by the Parties to this Agreement.

## **17. INVALIDITY OF PART OF THE AGREEMENT**

If any part of this Agreement is held to be illegal, invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect with those offending portions omitted.

## **18. GOVERNING LAW**

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing intergovernmental agreements and mandatory contract provisions of state agencies required by statute or executive order.

All statutes and regulations referenced in this Agreement are incorporated herein as if fully stated in their entirety in the Agreement. Each Party agrees to comply with and be responsible for the provisions, the statutes, and the regulations set out in this Agreement.

#### 19. NOTICE

All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be mailed United States postage prepaid or delivered personally to the respective parties at the following addresses:

#### 20. LEGAL WORKER REQUIREMENT

To the extent applicable under Arizona Revised Statutes § 41-4401, each Party may not award a contract to any contractor who fails, or whose subcontractors fail, to verify the employment eligibility through the e-verify program of any employee it hires, and who does not comply with federal immigration laws and regulations relating to their employees. As mandated by A.R.S. § 41-4401, this provision provides notice of those requirements.

#### 21. WORKERS COMPENSATION

For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

If to College:

Attm: Dr. Klippenstein, President  
1971 Jageron Ave.  
Kingman, AZ 86409

If to School District:

Attm: Dr. Dorner, Superintendent  
3033 MacDonalD Avenue  
Kingman, AZ 86401

COLLEGE

[Signature]  
By: Stacy S. Klippenstein  
Title: President

SEPT. 30, 2024  
Date

SCHOOL DISTRICT

[Signature]  
By:  
Title: Superintendent

August 8<sup>th</sup>, 2024  
Date

**REVIEWED AND APPROVED AS TO FORM**

Pursuant to A.R.S. § 11-952(D), the attorney for each of the parties has determined that the foregoing Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party represented by such attorney.

[Signature]  
By: Ryan Esplin  
Title: Deputy County Attorney  
Counsel for Mohave County Community  
College District  
Dated: 8/23/24

[Signature]  
By: Ryan Esplin  
Title: Deputy County Attorney  
Counsel for KUSD School  
District  
Dated: 8/23/24

**COPY**

## EXHIBIT A

### TYPE OF INSTRUCTION DUAL ENROLLMENT COURSES

#### COURSES AND CREDITS

For complete course descriptions, refer to the current College catalog.

The number of students admitted for any Dual Enrollment Course shall not be less than nine (9) students per section and shall not exceed a maximum of forty (40) students per section except and to the extent that the parties agree otherwise in writing in a specified circumstance.

#### Kingman Unified School District

##### Kingman High School

Course #	Course Title	Credit	Term	Instructor
MAT 121	Intermediate Algebra	4	FA24	Brenda Pryor
MAT 142	College Mathematics	3	SP25	Brenda Pryor
MAT 151	College Algebra	4	FA24	Brenda Pryor
MAT 181	Plane Trigonometry	3	SP25	Brenda Pryor
ENG 101	English Composition I	3	FA24	Cathy Woods
ENG 234	English Literature II	3	FA24	Cathy Woods
HIS 131	History of The US I	3	FA24	Dave Kopecky
POS 120	American Natl Govt	3	FA24	Dave Kopecky
CIS 110	Intro. To Computer Info Systems	3	FA24	Melissa Gonzales
CIS 131	Microsoft Office STE 3	3	FA24	Melissa Gonzales
CIS 110	Intro. To Computer Info Systems	3	SP25	Melissa Gonzales
CIS 131	Microsoft Office STE 3	3	SP25	Melissa Gonzales
ENG 102	English Composition II	3	SP25	Cathy Woods
ENG 236	American Literature II	3	SP25	Cathy Woods
HIS 132	History of the US II	3	SP25	Dave Kopecky
HES 113	Medical Terminology	3	FS24	Chelsea Zlomke
MEA 100	Medical Law and Ethics	3	SP25	Chelsea Zlomke

##### Lee Williams High School

Course #	Course Title	Credit	Term	Instructor
MAT 121	Intermediate Algebra	4	FA24	Holly Vines
MAT 142	College Mathematics	3	SP25	Holly Vines
MAT 151	College Algebra	4	FA24	Holly Vines
MAT 181	Plane Trigonometry	3	SP25	Holly Vines
ENG 101	English Composition I	3	FA24	Debbie Talk
ENG 234	English Literature II	3	FA24	Ron Carpenter

HIS 131	History of The US I	3	FA24	Cheryl Massey
POS 120	American Natl Govt	3	FA24	Cheryl Massey
ENG 102	English Composition II	3	SP25	Debbie Talk
ENG 236	American Literature II	3	SP25	Ron Carpenter
HIS 132	History of the US II	3	SP25	Cheryl Massey
HES 113	Medical Terminology	3	FS24	John Rodriquez
MEA 100	Medical Law and Ethics	3	SP25	John Rodriquez

#### KOLA and PASS

Course #	Course Title	Credit	Term	Instructor
ENG 137	Introduction to Literature	3	FA24	MCC Faculty
ENG 234	English Literature II	3	SP25	MCC Faculty
CIS 110	Intro. to Computer Info Systems	3	FA24	MCC Faculty
ENV 101	Environmental Science	4	FA24	MCC Faculty
PSY 101	Introduction to Psychology	3	FA24	MCC Faculty
HUM 150	Intro to Hum I-Prehist to Mid	3	FA24	MCC Faculty
COM 100	Introduction to Communication	3	SP25	MCC Faculty
AST 101	Introduction to Astronomy	4	SP25	MCC Faculty
SOC 131	Introduction to Sociology	3	SP25	MCC Faculty
HIS 131	History of the US I	3	FA24	MCC Faculty
HIS 132	History of the US II	3	SP25	MCC Faculty

for LWHS only online, offered by Mohave

CIS 110	Intro. to Computer Info Systems	3	FA24	MCC Faculty
---------	---------------------------------	---	------	-------------

#### Online Courses, Offered by Mohave

Course #	Course Title	Credit	Term	Instructor
ENV 101	Environmental Science	4	FA24	MCC Faculty
PSY 101	Introduction to Psychology	3	FA24	MCC Faculty
HUM 150	Intro to Hum I-Prehist to Mid	3	FA24	MCC Faculty
COM 100	Introduction to Communication	3	SP25	MCC Faculty
AST 101	Introduction to Astronomy	4	SP25	MCC Faculty
SOC 131	Introduction to Sociology	3	SP25	MCC Faculty

**EXHIBIT B**

**FINANCIAL PROVISIONS**

*Fill in the blanks. If the information is not applicable, indicate N/A in the blank.  
Additional directions for completing this form are in italics.*

**1. INSTRUCTORS**

Instructors shall be provided as follows: *(Check the appropriate line)*

- School District shall provide and pay all instructors.
- College shall provide and pay all instructors.
- Each party shall provide and pay for instructors as follows: \_\_\_\_\_

**2. PAYMENTS TO THE SCHOOL DISTRICT**

For each course for which the School District provides and pays for the instructor, the College shall pay the School District Ninety-One Dollars (\$91.00) per credit hour for each properly enrolled student, capped at N/A Dollars (\$N/A) per credit hour for each course. *(Indicate N/A if there is no cap.)*

Invoices from the School District to the College shall be based on College course rosters and include the information listed in Exhibit A of this Agreement.

**3. PAYMENTS OF TUITION AND FEES/COSTS TO THE COLLEGE**

**TUITION:**

College tuition is Ninety-One Dollars (\$91.00) per credit hour for each in-state student and Three Hundred and Thirty-One Dollars (\$331.00) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status.

**ADDITIONAL FEES AND/OR COSTS:**

Set out below are additional fees and costs and, for each, a designation as to whether the School District or student is responsible for payment of each fee or cost

Fees and Costs (Including special course fees; assessment costs, if any; etc.)	<i>For each fee or cost, check the appropriate line to indicate whether the School District or student is responsible for payment to the College of the fee or cost. .</i>	
1.	District	Student
2.	District	Student
3.	District	Student

**4. COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS**

*Check the appropriate line:*

- School District is responsible for payment of tuition to the College.
- Each student is responsible for payment of tuition to the College.

For tuition and fee/cost payments required to be made by the School District to the College:

- A. School District is authorized and retains the discretion to collect tuition and fee/cost payments from its students to the extent School District deems appropriate; and
- B. School District may reduce its required payment of tuition and fees/costs owed to the College pursuant to paragraph 3 by the amount of any payment owed to School District by the College pursuant to paragraph 2.

For any tuition and fee/cost payment required to be made by a student to the College, the College shall establish an individual billing account for that student and the billing for such tuition and/or fees and costs shall occur in accordance with College policies and procedures.

**5. FINANCIAL AID**

Except as indicated in this section, College offers no grant, scholarship or financial aid for the dual enrollment program.

*[If grants, scholarships or financial aid are available, specify that information here]:* \_\_\_\_\_  
 \_\_\_\_\_

If tuition and/or additional fees and costs are the responsibility of individual students, a student may be eligible for tuition and fee and cost scholarships in compliance with College policies and procedures.

**6. FORMAT OF INVOICES BETWEEN THE SCHOOL DISTRICT AND COLLEGE**

The School District and College shall send invoices to the other to the attention and at the address listed below no later than thirty (30) days after the end of each semester. Each invoice shall detail any payments due. Payments shall be due within thirty (30) days of receipt of an invoice.

Invoices to be sent to the College:  
*(specify administrator and address)*  
 Linda Green, CFO \_\_\_\_\_  
 Mohave Community College \_\_\_\_\_  
 1971 E. Jagerson Ave. \_\_\_\_\_  
 Kingman, AZ 86409-1238 \_\_\_\_\_

Invoices to be sent to the School District:  
*(specify administrator and address)*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION**

Amount College received in FTSE in prior academic year:  
*(Specify dollar amount)*  
 \$924,400

Portion of that FTSE distributed to School District:  
*(Specify percentage or dollar amount)*  
 0% \_\_\_\_\_

Amount School District returned to College:  
*(Specify percentage or dollar amount)*  
 0% \_\_\_\_\_

# Memorandum

**To:** KUSD Governing Board

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

**RE:** Minimum wage increase

## **FOR AGENDA**

- Approve minimum wage increase for hourly, classified employees

## **FOR PACKET**

On January 1, 2025, the State of Arizona will increase minimum wage from \$14.35 to \$14.70. We are proposing a 0.35 cent raise for all hourly, classified employees effective December 22. This will cost the district about \$250,000 year in salary and benefits.

## Memorandum

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

**From:** Angela Moreschi, Human Resources Director

**RE:** Addendum to at-will notice for classified employee

### FOR AGENDA

- Possible action to approve the language of Addendum to At-Will Notice for Classified Employee relative to proposed increases in hourly wages as prompted by the increase in Arizona's minimum wage

### FOR PACKET

At today's meeting of the Governing Board, Board members will be considering pay increase options in response to the change in Arizona's minimum wage beginning January 1, 2025. The options brought forward by District staff for consideration are specific to classified employees, who are active employees of the District as of November 12, 2024, paid on an hourly basis (nonexempt staff). To carry out the decision(s) of the Governing Board, a draft Addendum to At-Will Notice for Classified Employee is attached for review as to form.

This addendum will be customized and sent to each classified employee whose hourly rate of pay will change as a result of the Board's decision. The addendum is specific to the change in an employee's hourly rate of pay. All other terms and conditions of the original at-will notice of employment will remain unchanged and in full force and effect.

District staff recommend the Governing Board approve the Addendum as presented in Board members' packets.

Attachment



**KINGMAN UNIFIED SCHOOL DISTRICT NO. 20  
ADDENDUM TO AT-WILL NOTICE FOR CLASSIFIED EMPLOYEE  
SCHOOL YEAR 2024-2025**

The notice of employment to at-will position previously made between the Kingman Unified School District No. 20 (“District”) and \_\_\_\_\_ (“Employee”) is hereby changed due to action taken by the Governing Board at their regular meeting on November 12, 2024. The purpose of this Addendum to the at-will notice is to increase your hourly rate of pay beginning December 22, 2024.

Your current hourly rate of \_\_\_\_\_ will be increased by \$0.35 per hour, which is equivalent to the increase in Arizona’s minimum wage as of January 1, 2025. Your new hourly wage of \_\_\_\_\_ will be at or above Arizona’s new minimum wage of \$14.70 per hour.

Except for the change in hourly wage, above, all other terms and conditions of the original at-will notice of employment shall remain unchanged and in full force and effect.

**THE SIGNED ADDENDUM MUST BE RECEIVED BY THE HUMAN RESOURCES DEPARTMENT, UNALTERED, BY DECEMBER 19, 2024.**

**Kingman Unified School District #20:**

**Employee:**

\_\_\_\_\_  
BOARD PRESIDENT

\_\_\_\_\_  
EMPLOYEE

November 12, 2024

DATE

\_\_\_\_\_  
DATE

GOVERNING BOARD OF KINGMAN UNIFIED SCHOOL DISTRICT No. 20

BY) Ms. Tonya “Toni” Henry, President  
BY) Ms. Lori Grant, Vice President  
BY) Dr. Roger Cox, Member

BY) Mr. Boyd Hardy, Member  
BY) Ms. Starr Jensen, Member

## Memorandum

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

**From:** Angela Moreschi, Human Resources Director

**RE:** Addendum to term contract for salaried employees

### FOR AGENDA

- Possible action to approve the language of Addendum to Term Contract relative to proposed salary increases as prompted by the increased salary threshold for certain FLSA exempt employees

### FOR PACKET

At today's meeting of the Governing Board, Board members will be considering pay increase options in response to the new salary threshold for certain FLSA exempt employees, which goes into effect January 1, 2025. The recommendations brought forward by District staff for consideration are specific to active employees of the District as of November 12, 2024, who are salaried employees on term contracts in the classifications of Manager I, Manager II, and Transportation Supervisor. To carry out the decision(s) of the Governing Board, a draft Addendum to Term Contract is attached for review as to form.

This addendum will be customized and sent to each salaried employee whose salary will change as a result of the Board's decision. The addendum is specific to the change in an employee's salary. All other terms and conditions of the original term contract will remain unchanged and in full force and effect.

District staff recommend the Governing Board approve the Addendum as presented in Board members' packets.

Attachment



**KINGMAN UNIFIED SCHOOL DISTRICT No. 20  
ADDENDUM TO TERM CONTRACT FOR EXEMPT EMPLOYEE  
SCHOOL YEAR 2024-2025**

The employment contract previously made between the Kingman Unified School District No. 20 (“District”) and \_\_\_\_\_ (“Employee”) is hereby changed due to action taken by the Governing Board at their regular meeting on November 12, 2024. The purpose of this Addendum to the employment contract is to increase your salary for the 2024-2025 school year, effective December 22, 2024.

Your contracted salary is currently:

Your annualized contracted salary will be increased by:

This means that your prorated salary for the 2024-2025 school year will now be:

Except for the change in salary, above, all other terms and conditions of the original term contract shall remain unchanged and in full force and effect, to include the number of contracted days.

**THE SIGNED ADDENDUM MUST BE RECEIVED BY THE HUMAN RESOURCES DEPARTMENT, UNALTERED, BY DECEMBER 19, 2024.**

**Kingman Unified School District No. 20:**

**Employee:**

\_\_\_\_\_  
SUPERINTENDENT

\_\_\_\_\_  
EMPLOYEE

November 12, 2024

DATE

\_\_\_\_\_  
DATE

GOVERNING BOARD OF KINGMAN UNIFIED SCHOOL DISTRICT No. 20

BY) Ms. Tonya “Toni” Henry, President

BY) Ms. Lori Grant, Vice President

BY) Mr. Roger Cox, Member

BY) Mr. Boyd Hardy, Member

BY) Ms. Starr Jensen, Member

Approved listed donations:

**Manzanita:**

- Walmart donated \$59.46 worth of snacks for a school field trip

**Hualapai Elementary:**

- Patricia, from Good 2 Go Stores, donated \$1300 worth of school supplies which included: binders, colored paper, Expo markers, basketballs, boys and girls underwear, tetherball kits, jump ropes, hula hoops and cardstock
- Safeway donated 25 dozen donuts for Donuts with Dad event
- Dunkin Donuts donated 4 dozen of donuts for Donuts with Dad event

**Little Explorers**

- Pam Tallman donated 18 handmade quilted stuffed animal cats for a classroom
- Families from Little Explorers donated candy for their Fall Festival
- KMS National Honor Society and Cambridge classes donated a goodie bag of candy for every student in the school including the daycare

**White Cliffs Middle School**

- Arizona Health Zone donated 80 packs of seeds
- Jack Goins donated 57 seed packers
- Pastor Jack Church on Castle Rock donated 8 cases hand sanitizers

**Black Mountain**

- Cabinetwork in Golden Valley donated candy for Trunk or Treat event
- Bullhead City Elks donated dictionaries to the 3<sup>rd</sup> graders
- Golden Valley American Legion donated jackets to 30 students
- El Café in Golden Valley donated candy for Trunk or Treat Event
- Black Mountain parents and staff donated candy for Trunk or Treat event
- Amber Crabtree donated 10 boxes of candy for Trunk or Treat event

**Kingman High School:**

- Jerry Grimes donated 67 books and Air tools consisting of: 1 - 3/4" air impact, 2 - 1/2" air impacts, 3 - 3/8" air rachets, 1 - 3/8" impact and 2 - 1/4 inch

**Lee Williams High School:**

- CJ's Kwik Stop donated \$1250 to Cross Country club
- Thunderbird Foundation donated \$1000 to the Boys Golf team
- Catherine Rogers donated \$50 to the Band Club
- John and Edith Rogers donated \$50 to the Band Club
- Sounds of Kingman donated \$250 to the Drama Club

**Kingman Middle School:**

- George and Joan Jasso donated a clarinet to the KMS band program valued at \$500
- An anonymous person donated cheer items such as: uniform top and bottom, bloomers, sleeves, poms and shoes
- An anonymous person donated 3 short sleeved school shirts, 1 long sleeve school shirt, and 2 school jackets

**Mt. Tipton Elementary:**

- Miranda Stewart donated binder pouches and art and craft supplies
- Tina Tetro donated a bag of girl's clothing
- Virginia Pilipovich donated school supplies
- VFW Post 9833 donated \$200 towards the Fall Festival event
- Betty Moe donated a laptop and printer

- Allen and Lauren Barbarich donated \$12,000 to the school
- An anonymous person donated school supplies such as: notebooks, pencil boxes, folders, crayons, pencils and composition notebooks