

OSBORN SCHOOL DISTRICT NO. 8
GOVERNING BOARD MEETING
August 18, 2026

Public Hearing 5:30 PM

Doors Open at 5:15 PM

A public hearing will be held for the purpose of discussion of the Revised FY27 Budget

Public Hearing immediately following the Public Hearing to discuss the Budget

A public hearing will be held for the purpose of discussion of Instructional Time Models in accordance with HB 2862

Regular Meeting – immediately following the public hearing

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

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

The Governing Board finds that it is in the best interests of the District and its community to conduct its public meeting both in person and via Youtube Livestream. Access to the livestream is found [here](#)

The public will be able to listen to the meeting live through livestream. An Osborn employee will read the Call to the Public comments received via email. Any communication received in Spanish, will be translated and read to the members of the Governing Board in English. The comments in their entirety will be presented to the Governing Board in writing. You may also present a live Call to the Public if you are attending in person or on the Youtube Livestream. An individual wishing to address the Governing Board using technological access must email their message or request to speak live to lnye@osbornsd.org by 12:00pm on Tuesday, August 18, 2026.

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

I. Call to Order

II. Pledge of Allegiance/School Presentation/Land Acknowledgement

III. Governing Board Reports

IV. District Celebrations and Announcements

1. The district celebrates the new teachers hired to join each of our Osborn schools. Tonight we welcome and celebrate them all!

V. Call to the Public

Citizens are provided time to make statements to the Board. Those wishing to make a statement should complete a "REQUEST TO ADDRESS THE GOVERNING BOARD" form and return it to the Board secretary.

VI. Consent Agenda

A. Ratification of Accounts Payable Vouchers

B. Ratification of Payroll Vouchers

C. Board Minutes

1. Time Models Public Hearing July 14, 2026

2. Public Hearing July 14, 2026 Budget and Approval to Spend Insurance Proceeds

3. Regular Meeting of July 14, 2026

D. Approval of Personnel Items

1. New Employees

2. Employment Changes/Additions

3. Resignations

4. Terminations

5. Retirements

6. Leaves of Absence

7. Extra Duty Contracts

8. Non Renewals

E. Donations

F. Expenditure and Revenue Reports

G. Student Activities Statement of Revenue and Expenditures

H. Disposal

I. Approval of 2026/27 Student Activity Events

J. MOU's / Agreements with Partner Organizations

2. Approval of the continuation of the Food Program Permanent Service Agreement (FPPSA)

3. Approval of renewal of Affiliation Agreement with ASU School of Social Work for 2026-2027

4. Renewal of Agreement with Arizona Dept. of Homeland Security, Cyber Readiness Program

4 Approval of renewal of agreement with AzAC 26-27

5. Approval of agreement with Paws for Youth 2026-2027

6. Agreement with Latino Access

K. Out of state travel for Rhiannon Ford to attend the NSBA Advocacy Institute January 31-February 2, 2027 in Washington DC

L. Approval of Hearing Officers for Student Discipline and Personnel Matters

M. Approval of 2026/27 Student Fees

N. Extracurricular Fee/Tax Credit Resolution

O. Approval of the Prop 301 Performance Based Compensation Plan for 2026/27

P. Approval of Co-op Procurements for FY27

Q. Renewal of BIDs, RFPs, RFQs

VII. Board Presentation

VIII. Administrative Reports

A. Administrative Reports—Principals and district office administrators submit progress reports on work completed in their school/department as well as upcoming events. Principal reports are also sent to parents to improve communication. Board members may comment.

IX. Information/Discussion Items

A. OEA Update

X. Action Items

Action/Approval

- A. Approval of Revised FY27 Budget
- B. Approval of the proposed Instruction Time Model for Clarendon, Encanto, OMS, Longview, Montecito and Solano Schools for the 2026-27 school year
- C. Approval of first review of Trust Policy Revisions to the following policies:
 - 1-105 Board Member Conflict of Interest
 - 3-102 Revenue
 - 3-102.E Revenue-Student Activities
 - 5-212.B Student clubs and Activities-Student Activities Fund
 - 3-103 Expenses and Payroll
 - 3-103.F Expenses and Payroll—Food and Beverage Expenses
 - 3-108 Audits
 - 3-108.A Audits-Audit Requirements
 - 3-109.A Procurement—Compliance Requirements
 - 3-109.C Procurement—Statutory Exemptions
 - 3-109.D Procurement—Construction Procurement
 - 3-109.E Procurement—Delegation of Authority
 - 3-109 Procurement
 - 1-302 Governing Board Meetings and Open Meeting Law Requirements
 - 1-401 Parents/Legal Guardian Rights in Education
 - 1-401.A Parent/Legal Guardian Rights in Education—Parental Involvement (Procedure)
 - 2-101 Duties of the Superintendent
 - 3-203.A Visitors—Prohibition Regarding Disruption (Procedure)
 - 3-402.A Records - Disclosure of Public Records (Procedure)
 - 3-404.A Insurance Liability Coverage (Procedure)
 - 4-204 Mandatory Reporting
 - 5-201 Patriotic Exercises and Observance Days
 - 5-216.B Promotion and Retention of Students; Passing Grades—Advanced Math NEW (Procedure)
 - 5-402 Department of Child Safety Interview and Custody
 - 5-410 Interscholastic Athletics
 - 3-301.A Food Services-Nutrition (Procedure)
- E. Special Education Handbook

XI. Board Development

XII. Future Agenda Items

XIII. Adjournment

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

Agenda Item Number –Public Hearing

Agenda Item

Revision to the 2026/27 School District Expenditure Budget

For Board: ☐ Action ☒ Discussion ☒ Information

Background –

This budget revision for fiscal year 2026/27 allows the district to revise using the final budget forms from the Auditor General, due to the FY27 proposed and adopted budget using the preliminary budget forms. The attached worksheet provides a listing of the adjustments made to the latest revised budget.

Legal

A.R.S. §15-905.E

Financial

Governing Board Goals

- ☒ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

Moved _____ Seconded _____ P/F

Instructions			President of the Governing Board		
1. Average daily membership:		Prior year		Budget year	4. Average teacher salaries (A.R.S. §15-903.E)
Attending	2025 ADM	2026 ADM	2027 ADM	1. Average salary of all teachers employed in FY 2027 (budget year)	
	2,236.7151	2,121.5685	2,121.5685	2. Average salary of all teachers employed in FY 2026 (prior year)	
2. Tax rates:		Prior FY	Est. Budget FY	3. Increase in average teacher salary from the prior year	66,009
Primary rate (equalization formula funding and budget add-ons not required to be in secondary rate)		1.6338	1.6000	4. Percentage increase	62,603
Secondary rate (voter-approved overrides, bonds, and career technical education districts, and desegregation, if applicable)		2.1336	2.1300	3. Increase in average teacher salary from the prior year	
3. Budgeted expenditures and budget limits:		Budgeted expenditures	Budgeted carryforward	Budget limit	3,406
Maintenance & Operation Fund	21,304,536	1,526,701	22,831,237	4. Percentage increase	
Classroom Site Fund	2,872,556	2,800,000	5,672,556	Comments on average salary calculation (optional): Certified Teachers received a 2% increase plus an increase of \$2500 for the 26/27sy. Classified staff and administrators received a 1.5% increase.	
Unrestricted Capital Outlay Fund	2,891,047	3,000,000	5,891,047		

Maintenance and Operation expenditures							
	Salaries and benefits		Other		TOTAL		% Inc./ (Decr.) from prior FY
	Prior FY	Budget FY	Prior FY	Budget FY	Prior FY	Budget FY	
100 Regular education							
1000 Instruction	9,123,391	8,923,391	228,000	228,000	9,351,391	9,151,391	-2.1%
2000 Support services							
2100 Students	420,000	420,000	35,000	35,000	455,000	455,000	0.0%
2200 Instructional staff	843,000	843,000	29,500	29,500	872,500	872,500	0.0%
2300, 2400, 2500 Administration	2,163,000	2,093,000	212,500	212,500	2,375,500	2,305,500	-2.9%
2600 Oper./maint. of plant	1,100,000	1,050,000	1,417,740	1,275,740	2,517,740	2,325,740	-7.6%
2900 Other	0	0	0	0	0	0	0.0%
3000 Oper. Of noninstructional services	0	0	75,000	75,000	75,000	75,000	0.0%
610 School-sponsored cocurric. activities	0	0	0	0	0	0	0.0%
620 School-sponsored athletics	15,500	15,500	6,100	6,100	21,600	21,600	0.0%
630, 700, 800, 900 Other programs	0	0	0	0	0	0	0.0%
Regular education subsection subtotal	13,664,891	13,344,891	2,003,840	1,861,840	15,668,731	15,206,731	-2.9%
200 and 300 Special education							
1000 Instruction	2,280,000	2,280,000	1,018,960	1,018,960	3,298,960	3,298,960	0.0%
2000 Support services							
2100 Students	789,000	709,000	259,000	246,845	1,048,000	955,845	-8.8%
2200 Instructional staff	249,000	249,000	7,000	7,000	256,000	256,000	0.0%
2300, 2400, 2500 Administration	0	0	2,500	2,500	2,500	2,500	0.0%
2600 Oper./maint. of plant	0	0	500	500	500	500	0.0%
2900 Other	0	0	0	0	0	0	0.0%
3000 Oper. of noninstructional services	0	0	0	0	0	0	0.0%
Special education subsection subtotal	3,318,000	3,238,000	1,287,960	1,275,805	4,605,960	4,513,805	-2.0%
400 Pupil transportation	1,075,000	950,000	433,000	433,000	1,508,000	1,383,000	-8.3%
510 Desegregation	0	0	0	0	0	0	0.0%
530 Dropout prevention programs	0	0	0	0	0	0	0.0%
540 Joint career and technical education and vocational education center	0	0	0	0	0	0	0.0%
550 K-3 reading program	202,490	201,000	0	0	202,490	201,000	-0.7%
Budgeted expenditures	18,260,381	17,733,891	3,724,800	3,570,645	21,985,181	21,304,536	-3.1%
Maintained for spending after FY 2027 (budgeted carryforward)					2,056,245	1,526,701	
Total budget limit expenditures	18,260,381	17,733,891	3,724,800	3,570,645	24,041,426	22,831,237	-5.0%

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

Total expenditures by fund				
Fund	Budgeted expenditures		\$ Increase/(Decrease) from prior FY	% Increase/(Decrease) from prior FY
	Prior FY	Budget FY		
Maintenance & Operation	21,985,181	21,304,536	(680,645)	-3.1%
Instructional Improvement	360,000	450,000	90,000	25.0%
English Language Learner	38,035	0	(38,035)	-100.0%
Compensatory Instruction	0	0	0	0.0%
Classroom Site	2,593,361	2,872,556	279,195	10.8%
Federal Projects	6,712,385	5,593,300	(1,119,085)	-16.7%
State Projects	931,553	950,000	18,447	2.0%
Unrestricted Capital Outlay	3,540,047	2,891,047	(649,000)	-18.3%
New School Facilities	0	0	0	0.0%
Adjacent Ways	0	0	0	0.0%
Debt Service	8,174,150	8,314,550	140,400	1.7%
School Plant Fund	768,000	800,000	32,000	4.2%
Auxiliary Operations	40,000	70,000	30,000	75.0%
Bond Building	67,500,000	0	(67,500,000)	-100.0%
Food Service	3,200,000	3,200,000	0	0.0%
Other	6,157,800	6,247,800	90,000	1.5%

M&O Fund special education programs by type		
Program (A.R.S. §§15-761 and 15-903)	Prior FY	Budget FY
Total all disability classifications	4,305,960	4,213,805
Gifted education	300,000	300,000
Remedial education	0	0
ELL incremental costs	0	0
ELL compensatory instruction	0	0
Vocational and technical education (non-CTED)	0	0
Career education (non-CTED)	0	0
Career technical education (CTED)	0	0
Total	4,605,960	4,513,805

Proposed staffing summary				
Staff type	Purchased services personnel FTE	Employee FTE	Total FTE	Staff-pupil ratio
Certified --				
Superintendent, principals, other administrators		12	12	1 to 177
Teachers	4	150	154	1 to 14
Other		20	20	1 to 106
Subtotal	4	182	186	1 to 11
Classified --				
Managers, supervisors, directors		7	7	1 to 303
Teachers aides		40	40	1 to 53
Other		110	110	1 to 19
Subtotal	0	157	157	1 to 14
Total	4	339	343	1 to 6
Special education --				
Teacher		26	26	1 to 14
Staff		48	48	1 to 7

CTD number	070408000
Version	Revised #1

The table below calculates the total amount shown on the total expenditures by fund, other line. This table does not need to be printed as an official part of the budget forms.

From page 6, other funds	Prior FY	Budget FY
050 County, City, and Town Grants	0	0
515 Civic Center	320,000	360,000
520 Community School	650,000	650,000
526 Extracurricular Activities Fees Tax Credit	370,000	400,000
530 Gifts and Donations	600,000	620,000
535 Career & Technical Education Projects	0	0
540 Fingerprint	12,000	12,000
545 School Opening	0	0
550 Insurance Proceeds	33,000	33,000
555 Textbooks	18,000	18,000
565 Litigation Recovery	0	0
570 Indirect Costs	925,000	925,000
575 Unemployment Insurance	22,000	22,000
580 Teacherage	0	0
585 Insurance Refund	7,800	7,800
590 Grants and Gifts to Teachers	0	0
595 Advertisement	0	0
596 Career Technical Education	0	0
597 Arizona Industry Credentials Incentive	0	0
639 Impact Aid Revenue Bond Building	0	0
650 Gifts and Donations-Capital	0	0
660 Condemnation	0	0
665 Energy and Water Savings	70,000	70,000
686 Emergency Deficiencies Correction	0	0
691 Building Renewal Grant	90,000	90,000
720 Impact Aid Revenue Bond Debt Service	0	0
850 Student Activities	40,000	40,000
Other	3,000,000	3,000,000
9__ Self-Insurance	0	0
955 Intergovernmental Agreements	0	0
9__ OPEB	0	0
9__	0	0
Total	6,157,800	6,247,800

OSBORN SCHOOL DISTRICT
2026/27 M&O Budget Summary

		2024/25 Final Budget	2025/26 Revised #3	2026/27 Adopted Budget	2026/27 Revision #1
ADM		2233.853	2123.584	2121.568	2121.568
Weighted Count		3273.603	3165.781	3166.428	3166.428
Base Level		4914.71	5013	5113.26	5113.26
Inflation FY27 2%		98.29	100.26	102.27	102.27
Base Level per WSC	X	5013.00	5113.26	5215.53	5215.53
Base Level	=	16,410,573	16,187,462	16,514,585	16,514,585
Audit Fees	+	32,000	31,000	25,000	25,000
Base Support Level		16,442,573	16,218,462	16,539,585	16,539,585
TRCL (transp control limit)		705,741	705,741	705,741	705,741
RCL (Revenue control limit)		17,148,314	16,924,203	17,245,340	17,245,340
M&O Override		2,424,236	2,621,887	2,590,000	2,590,000
DAA Transfer*		1,038,000	1,228,768	1,165,696	1,165,696
Tuition Revenue- ASDB		7,000	3,500	3,500	3,500
Prop 123- \$75M allocation		148,045	149,284	0	0
Total Revenues		20,765,595	20,927,642	21,004,536	21,004,536
ADM / Audit adjustment- one time \$					
Budget Carryover- \$ Reserved Fund Balance		2,557,442	2,065,528	1,241,426	1,386,701
Budget Carryover- One time exp		750,000	900,000	300,000	300,000
FRPL & DAA - One Time FY27 Funding		170,723	148,257		140,000
Total Budget		24,243,760	24,041,427	22,545,962	22,831,237

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

Agenda Item Number -Public Hearing

Agenda Item

Public Hearing Instructional Time Models

For Board: ☐ Action ☒ Discussion ☒ Information

Background –

[HB 2862](#) requires school districts to have two public hearings on alternative models of instruction for online schools.

HB 2682 allows a school, in its adopted instructional time model, to deliver the annual required instructional time or hours to students through any combination of:

- a) **Direct instruction** (presentation of academic content to students by teachers, such as in a lecture or demonstration)
- b) **Project-based learning** (engages students in solving a real-world problem or answering a complex question and demonstrating their knowledge and skills by creating a public product or presentation for a real audience)
- c) **Independent learning time** (when students are working without direct teacher input and includes work on educational programs, independent reading, homework, etc.)
- d) **Mastery-based learning** (a system in which students advance to higher learning levels upon demonstration of concept and skill mastery, regardless of time, place or pace)

HB 2682 also instructs a school to align its attendance policies to reflect the instructional time and hours under its adopted instructional time model.

The district is recommending the governing board adopt instruction time models for Clarendon, Encanto, OMS, Longview, Montecito and Solano Schools for the 26-27 school year. [Attached](#) are the developed attendance procedures for those students who complete their instructional minutes through the instructional time models.

Legal

HB 2862

Financial

Governing Board Goals

- ☐ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

The Osborn Community advances the full potential of every child
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Agenda Item Number – I/II

Agenda Item

Call to Order

Pledge of Allegiance/ Land Acknowledgement

For Board:

☐

Action

☐

Discussion

☒

Information

Osborn School District Land Acknowledgement

Arizona is home to 22 tribal nations. Osborn School District is situated on the homelands of the Akimel O'odham and Piipaash People. Osborn School District recognizes the original inhabitants of these lands and recognizes they still reside throughout the City of Phoenix. We recognize their wisdom, impact, and generosity toward us. Osborn School District is surrounded by the original Salt River canals that were constructed by the ancestral Sonoran Desert people, the Huhugam. These canals created a livelihood for the people and are still in use today. We acknowledge the modern indigenous people that inhabited this area as well as their Sonoran Desert ancestors, the Huhugam.

[Osborn Land Acknowledgement Video](#)

Background

Legal

Financial

Governing Board Goals

- ☐ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

Information Only

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8
August 18, 2026
Board Meeting

**The Osborn Community advances the full potential of every child
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Agenda Item Number – III

Agenda Item

Governing Board Reports

For Board: ☐ Action ☐ Discussion ☒ Information

Background –

Legal

Financial

Governing Board Goals

- ☐ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

Information Only

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

**The Osborn Community advances the full potential of every child
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Agenda Item Number – IV

Agenda Item

District Celebrations and Announcements

For Board: ☐ Action ☐ Discussion ☒ Information

Background –

The district celebrates the new teachers hired to join each of our Osborn schools. Tonight we welcome and celebrate them all!

Legal

Financial

Governing Board Goals

- ☐ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

Information Only

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

The Osborn Community advances the full potential of every child
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Agenda Item Number – V

Agenda Item

Call to the Public

For Board: ☐ Action ☐ Discussion ☒ Information

Background –

We welcome citizen input; however, items brought to the Board's attention cannot be discussed unless they are listed as an agenda item. Issues will be referred to the superintendent or appropriate administrator for follow through.

An individual wishing to address the Governing Board using technological access must email their request to speak live to lnye@osbornsd.org by 12:00pm on Tuesday, August 16, 2026.

Legal

Financial

Governing Board Goals

- ☒ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

For Information Only

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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Agenda Item Number – VI-A

Agenda Item

Ratification of Accounts Payable Vouchers

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

The following worksheets reflects Accounts Payable warrants processed through the County Treasurer for district liabilities.

A.R.S. §15-321.G requires that, “An order on a county school superintendent for a salary or other expense shall be signed by a majority of the governing board. An order for salary or other expense may be signed between board meetings if a resolution to that effect has been passed prior to the signing at a regular or special meeting of the governing board and the board ratifies the order at the next regular or special meeting of the governing board.”

Legal

A.R.S. §15-321.G

Financial

Governing Board Goals

- ☐ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

It is recommended that the Governing Board ratify payment of Accounts Payable Vouchers from July 1 through July 31, 2026.

Moved _____ Seconded _____ P/F

Osborn School District No. 8
Summary of FY26 - FY27 Accounts Payable Vouchers Processed
7/1/26 through 7/31/26

Fund Title	Fund #	Total
M & O	1	313,446.52
P301 Base Pay	11	0.00
P301 Performance Payout	12	0.00
Instructional Improvement fund	20	0.00
Title I	100	0.00
Title I	101	0.00
Direct Student Services Grant	108	0.00
Title I Targeted Support & Improvement	115	1,050.00
Title I Targeted Support & Improvement	116	0.00
Title IIA - Improving Teacher Quality	140	1,770.20
Title IIA - Improving Teacher Quality	141	0.00
TITLE IV-SAFE & DRUG FREE BASIC	160	0.00
Title IV- Safe & Drug free basic	161	0.00
21st Century (Enc, Sol)	162	0.00
21st Century (CL, LV, OMS)	163	0.00
Title III	190	0.00
Title III	191	0.00
Emergency Immigrant Funding	196	0.00
Title VII - Indian Ed	200	0.00
Idea - Basic	220	0.00
ARRA - IDEA BASIC	221	0.00
Idea - Preschool Grant	222	0.00
Idea Edisa	223	0.00
Idea Edisa-1 Implementation	224	0.00
ARP-Idea Preschool	227	0.00
ARP- IDEA BASIC	228	0.00
JOHNSON-O'MALLEY	230	0.00
JOHNSON-O'MALLEY	231	0.00
Education for Homeless Children	280	0.00
Education for Homeless Children	281	0.00
ARRA-ED For Homeless	283	0.00
ARP-Homeless I	284	0.00
Medicaid Reimb	290	956.38
EPACLEAN BUSES GRANT	308	0.00
AZ NURSES WORKFORCE GRANT	310	0.00
PRE School Dev GRANT	320	0.00
AZ PRIME GRANT	321	0.00
PDG-CONTINUATION GRANT	323	0.00
Pre School Dev - Start - Up	322	0.00
ESSER CARES	326	0.00
Acceleration Academy Grant	327	0.00

ENROLLMENT STABILIZATION GRANT	328	0.00
HQEL	333	0.00
ESSER/CARES ROUND II	336	0.00
ACCELERATION ACADEMIES	337	0.00
ESSER ROUND III	346	0.00
TIF GRANT - ASU	352	0.00
FED ED INNOVATION RESEARCH GRANT	364	0.00
Scoppes - Counseling Grant	376	0.00
Arts in Education	377	0.00
ARP - HOMELESS II ENTITLEMENT	383	0.00
ARP - Homeless I Grant	384	0.00
Race To The Top	396	0.00
GIFTED	450	0.00
RESULT BASED FUNDING	457	0.00
AZ Transportation Modernization	465	0.00
EARLY LITERACY GRANT	472	0.00
OIE RISE GRANT	475	0.00
VW BUS SETTLEMENT	476	0.00
FEMININE HYGIENE	478	0.00
Safe Schools	480	0.00
School Emergency Readiness	485	0.00
Arts ED GRANT	492	0.00
TREES FOR SCHOOL GRANT	494	0.00
Sch PI-Sales/Leas Over 1 YR	500	0.00
School Plant Sales	502	0.00
School Plant 1 Year/Less	505	0.00
Food Service	510	38,999.44
Civic Center	515	0.00
Community School	520	1,081.11
Community School Montessori	521	2,060.00
Auxiliary Operations	525	0.00
Extra Curr Tax Fees CR	526	0.00
Gift and Donations	530	109.39
Fingerprint	540	66.00
Insurance Proceeds	550	0.00
Textbooks	555	0.00
LITIGATION RECOVERY	565	0.00
Indirect Costs	570	12,207.99
Unemployment Insurance	575	0.00
Insurance Refund	585	0.00
Unrestrict Capital Outlay	610	314,366.86
Bond Building funds	630	125,688.42
Energy & Water Savings	665	0.00
SFB BUILDING RENEWAL	691	0.00
Student Activities	850	0.00
Employee Insurance Fund	855	264.50

812,066.81

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

Agenda Item Number – VI-B

Agenda Item

Ratification of Payroll Vouchers

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

The following worksheets reflects payroll warrants processed through the County Treasurer for employee salaries and payroll liabilities.

A.R.S. §15-321.G requires that, “An order on a county school superintendent for a salary or other expense shall be signed by a majority of the governing board. An order for salary or other expense may be signed between board meetings if a resolution to that effect has been passed prior to the signing at a regular or special meeting of the governing board and the board ratifies the order at the next regular or special meeting of the governing board.”

Legal

A.R.S. §15-321.G

Financial

Governing Board Goals

- ☐ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

It is recommended that the Governing Board ratify payment of Payroll Vouchers processed from July 1 through July 31, 2026.

Moved _____ Seconded _____ P/F

Osborn School District No. 8

Summary of Payroll Vouchers 7/01/26 thru 7/31/26

Voucher number		
Fund Title	Fund	Total
Maintenance & Operation	001	467,316.01
Proposition 301	011	0.00
Proposition 301	012	0.00
Instructional Improvement Fund	020	0.00
Structured English Emersion	71	0.00
Tittle I	100	
Title I Disadvantaged Grant	101	7,646.30
na	115	0.00
Title I Targetted Support & Improvement	116	0.00
Title I Focus School	117	0.00
Title IIA	140	2,520.93
Title IV- Safe & Drug Free Basic	160	43.28
Title IV	161	57.58
21st CCLC Grant	162	1,138.99
21st CCLC Grant	163	0.00
Title III	190	4,104.69
Title VII-Indian Ed	200	0.00
IDEA - General Entitlement Grant	220	0.00
IDEA - BASIC	221	0.00
IDEA-Preschol Grant	222	0.00
IDEA EDISA - 3 TRAININ	223	0.00
ARP- IDEA PRESCHOOL	227	0.00
ARP- IDEA BASIC	228	0.00
Johnson O'Malley	230	0.00
Medicaid Reimbursement Fund	290	5,559.82
Preschool Developmental Year 1	320	0.00
AZ Prime Grant	321	0.00
PDG - CONTINUATION GRANT	323	0.00
HQEL Grant	333	16,503.92
ESSER ROUND III	346	0.00
FED ED INNOVATION RESEARCH	364	0.00
RESULTS BASED FUNDING	457	0.00
Early Literacy Grant	472	0.00
FOUNDATIONAL LITERACY GRANT	473	0.00
OIE RISE GRANT	475	0.00
SCHOOL SAFETY GRANT	480	0.00
STATE TUTORING	483	0.00
Food Service Fund	510	24,053.87
Civic Center	515	749.96
Community Schools	520	3,455.79
Community Schools-Montessori	521	1,151.93
Extra Curr Tax Fees	526	614.42
Gifts & Donations	530	0.00
Indirect Costs Fund	570	61,245.68
BOND FUNDS	630	0.00
UNRESTRICT CAPITAL OUTLAY	610	0.00
		<u>\$ 596,163.17</u>

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

Agenda Item Number – VI-C-1-3

Agenda Item

Approval of Governing Board Minutes

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

Approval is requested for the minutes of the following meetings:

1. Time Models Public Hearing July 14, 2026
2. Public Hearing July 14, 2026 Budget and Approval to Spend Insurance Proceeds
3. Regular Meeting of July 14, 2026

Legal

Financial

Governing Board Goals

- ☐ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

It is recommended that the Governing Board approve the Governing Board minutes as presented.

Moved _____ Seconded _____ P/F

The Osborn School District's Instructional Time Models Public Hearing began at 5:37 p.m.

Present:

Violeta Ramos, Board President
Leanne Greenberg, Board Clerk
Ed Hermes, Board Member- absent
Rhiannon Ford, Board Member
Eric Thompson, Board Member
Dr. Michael Robert, Superintendent

Public Hearing Instructional Time Models

Mrs. Potter Davis shared that every year at this time per HB 2862 districts have an opportunity to present a more flexible time model to offer to families that may need it. This item will be brought back in August for a second hearing and approval.

There were no public comments.

The Hearing concluded at 5:39 pm.

Minutes submitted by:

Lisa Nye, Executive Administrative Assistant
to the Superintendent and Governing Board

Rhiannon Ford Board Clerk

The Osborn School District's 2026-2027 Budget and Approval to Spend Insurance Proceeds began at 5:32 p.m.

Present:

Violeta Ramos, Board President
Rhiannon Ford, Board Clerk
Ed Hermes, Board Member
Eric Thompson, Board Member
Ben Blink, Board Member
Mr. Felipe Carranza, Superintendent

Discussion of the 2026-2027 Budget and Approval to Spend Insurance Proceeds

Ms. McCabe shared that there were no changes since the proposed budget was presented in June. Highlighting projected tax rates she reviewed the history of tax rates along with a breakdown of primary and secondary rates. Noting that the district is waiting for final numbers, projections indicate rates will go down.

This item is listed on the regular meeting agenda for action.

There were no public comments.

The Hearing concluded at 5:36 pm.

Minutes submitted by:

Lisa Nye, Executive Administrative Assistant
to the Superintendent and Governing Board

Rhiannon Ford Board Clerk

COUNTY OF MARICOPA
OSBORN SCHOOL DISTRICT NO. 8
Governing Board Regular Meeting
July 14, 2026

The Regular Meeting of the Osborn School District Governing Board was called to order at 5:39 PM by Board President Violeta Ramos.

Violeta Ramos, Board President
Rhiannon Ford, Board Clerk
Edward Hermes, Board Member
Eric Thompson, Board Member
Ben Blink, Board Member
Mr. Felipe Carranza, Superintendent

Pledge of Allegiance/Land Acknowledgement

President Ramos read the land acknowledgement.

Governing Board Reports

Mr. Blink thanked Superintendent Carranza's communications and expressed excitement around future work on goals, organizational excellence and enrollment. He also noted receiving positive feedback from parents at Montecito around growth. He shared that the first event he attended as Governing Board Member was the Teacher of the Year event that made him recognize how special the Osborn community is.

Mr. Thompson echoed member Blink's comments and looks forward to the start of a new school year. He said he is looking forward to a conference he will be attending and seeing Director of Child Nutrition Cory Alexander's presentation.

Mr. Hermes shared that he and Coach Deyette had recently discussed bike safety and he plans to continue that work. He also stated the importance of safety during extreme heat and wanting to keep people safe.

Mrs. Ford attended a community breakfast hosted by Supervisor Steve Gallardo. She said that in addition to local community members other Board members were also in attendance. The topic for this event was elections. Noting that she is currently in Los Angeles attending the NALEO conference she hopes to have information to share at the next meeting.

President Ramos shared that she was not present for the last meeting because she was volunteering with XX who she hopes the district may partner with in the future. She also hopes to have an opportunity to share information next meeting from the NALEO Conference she is currently attending.

District Celebrations and Announcements

Mr. Carranza shared his appreciation for the efforts of Principal Fernandez and Cristina Delgado during this time of loss. Mr. Carranza introduced D.D. Goslar-Carr as the new Executive Director of Human Resources noting that teaching positions are 100% filled.

Call to the Public

None.

Consent Agenda – Approval of Items Since March Meeting

- A. Ratification of Accounts Payable Vouchers
- B. Ratification of Payroll Vouchers
- C. Board Minutes

COUNTY OF MARICOPA
OSBORN SCHOOL DISTRICT NO. 8
Governing Board Regular Meeting
July 14, 2026

1. Special Meeting of June 9, 2026
2. Special Meeting of June 23, 2026
3. Regular Meeting minutes of June 16, 2026
- D. Approval of Personnel Items
 1. New Employees
 2. Extra Duty Contracts
 3. Employment Changes/Additions
 4. Resignations
 5. Terminations
 6. Retirements
 7. Leaves of Absence
 8. Non Renewal
- E. Donations
- F. Expenditure and Revenue Report
- G. Student Activities Statement of Revenue and Expenditures
- H. Disposal of Equipment
- I. MOUs/Agreements with Partner Organizations:
 1. Renewal of MOU with Hands on Greater Phoenix Your Experience Counts Program 2026-2027
 2. Renewal of agreement with SWHD Disability Services
 3. Approval of Renewal of Delivering Dreams
- J. Renewal of BIDs, RFPs, RFQs

Mrs. Ford motioned to approve. Mr. Hermes seconded. Motion carried 5-0.

Mrs. Ramos aye
Mrs. Ford aye
Mr. Hermes aye
Mr. Thompson aye
Mr. Blink aye

Board Presentation-

None

Admin Reports

No comments

Information/Discussion Items

President Ramos stated that she had been informed earlier in the day that there would not be an update from OEA this month.

Action Items

Approval to contract services with O'Hanlon, Demerath and Castillo (ODC) Training

The item was pulled and will be brought back at a future meeting.

Adopt 2026/27 Expenditure Budget and Approval to Spend Funds from Insurance Proceeds

There were no further questions.

Mr. Hermes moved to approve. Mrs. Ford seconded. Motion carried 5-0.

Mrs. Ramos aye
Mrs. Ford aye
Mr. Hermes aye
Mr. Thompson aye
Mr. Blink aye

Recommendation of RFQ 2026.02 Architectural Services-Performance Auditorium Facility

Ms. McCabe shared that the district is moving into phase III of bond projects and is ready to move into the design process for the performance auditorium. She explained that approval of the award selection does not commit the Board but allows the district to begin discussion around the facility.

Mr. Hermes and Mr. Blink expressed concern around the facility noting that they did not want to rush into the project adding that there are other things they would like to see in place prior to moving this project forward.

Providing further information Ms. McCabe reiterated that approval merely allows for discussion around what the facility to be and the district would still go through the GMP and design processes similar to the Montecito project. Acknowledging member's concerns she said her intent has been to be responsive to previous discussions around acceleration of projects adding that prices are going to increase the further out projects are pushed. Discussion continued.

Mr. Thompson stated that he is in favor of having a performance center if the design fits the goals.

Mrs. Ford motioned to approve. Mrs. Ramos seconded. Motion carried 4-1 with Mr. Hermes opposing the motion.

Mrs. Ramos aye
Mrs. Ford aye
Mr. Hermes nay
Mr. Thompson aye
Mr. Blink aye

Recommendation of RFQ 2026.03 Award for Construction Manager at Risk

Ms. McCabe shared that this approval allows Core, who received the award, to be a part of discussions around the project.

Mr. Thompson moved to approve. Mrs. Ford seconded. Motion carried 4-1 with Mr. Hermes opposing.

Mrs. Ramos
Mrs. Ford aye
Mr. Hermes nay
Mr. Thompson aye

Mr. Blink aye

To Consider, Discuss, Amend If Desired, And, If Deemed Advisable, to Adopt A Resolution Approving the Governing Board's Argument in Support Of The Special District Additional Assistance Override Election.

Mr. Thompson moved to approve. Mr. Hermes seconded. Motion carried 5-0.

Mrs. Ramos aye
Mrs. Ford aye
Mr. Hermes aye
Mr. Thompson aye
Mr. Blink aye

To Consider, Discuss, Amend If Desired, And, If Deemed Advisable, To Adopt A Resolution Approving The Governing Board's Argument in Support Of The Special Maintenance And Operation Budget Override Election.

No edits were requested.

Mr. Thompson moved to approve. Mr. Hermes seconded. Motion carried 5-0.

Mrs. Ramos aye
Mrs. Ford aye
Mr. Hermes aye
Mr. Thompson aye
Mr. Blink aye

Board Development

none

Future

Mr. Blink

- Update Montecito
- Strategic Plan process

Mr. Thompson

- Full letter grades

Mr. Hermes

- Informational item around heat safety for students and staff
 - whether we have policy or need to add a policy

Adjournment

Mrs. Ramos declared the meeting adjourned at 6:22 PM.

COUNTY OF MARICOPA
OSBORN SCHOOL DISTRICT NO. 8
Governing Board Regular Meeting
July 14, 2026

Minutes submitted by:

Lisa Nye, Executive Assistant
to the Superintendent and Governing Board

Rhiannon Ford, Board Clerk

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

Agenda Item Number – VI-D-1-8

Agenda Item

Approval of Personnel Items

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

Per attached list.

Note: Due to HIPPA laws (Health Insurance Portability & Accountability Act) regarding privacy of health information, we do not include letters from individuals requesting FMLA because their medical conditions are mentioned in their letters. This information must be held confidential. Board members will simply know from the usual monthly listings that it is an FMLA request and understand that such requests are made due to one's own personal illness or injury or a close family members' illness or injury or the birth or adoption of a child, etc.

Legal

Financial

Governing Board Goals

- ☐ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

It is recommended that the Governing Board approve the Resignations/Terminations/Retirements and Employment/Changes/Additions, Non Renewal as presented.

Moved _____ Seconded _____ P/F

NEW EMPLOYEES: CERTIFIED

<u>FIRST NAME</u>	<u>LAST NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE HIRED</u>	<u>RATE OF PAY</u>
Kyrie	Henderson	Social Worker	Osborn Middle	7/27/2026	\$53,216.00
Jessica	Bolanos	Social Worker	Montecito	7/27/2026	\$53,216.00
		Teacher - 4th			
Jonathan	Lamedra	Grade - Dual	Clarendon	7/23/2026	\$52,500.00
Yvette	Saenz -Villaverde	Teacher - 3rd	Longview	7/23/2026	\$62,500.00

NEW EMPLOYEES: CLASSIFIED

<u>FIRST NAME</u>	<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE HIRED</u>	<u>RATE OF PAY</u>
Laura	Parga	Community Pr	Solano	7/27/2026	23.75
Kielie	Nedeau	Educational As	Solano	7/30/2026	16.16+2.50
Anthony "Maggie"	Sawyer	PBIS Asst.	Encanto	8/3/2026	18.54

ADDITIONAL ASSIGNMENTS

<u>FIRST NAME</u>	<u>LAST NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE</u>	<u>RATE OF</u>
Luz	Fonseca	XD- ALARM CALLS	Maintenance & Transportation	7/1/2026	\$26.92
Romina	Salgado	XD- ALARM CALLS	District Office	7/1/2026	\$26.24
Alejandro	Carreto Saines	XD- RENTALS	Maintenance & Transportation	7/1/2026	\$22.03
Alejandro	Carreto Saines	XD- CUSTODIAL BREAKS	Maintenance & Transportation	7/1/2026	\$22.03
Josque	Rael	XD- RENTALS	Maintenance & Transportation	7/1/2026	\$22.32
Manuela	Michel De Garcia	XD- RENTALS	Maintenance & Transportation	7/13/2026	\$24.77
Norma	Castro	XD- Kinder Jumpstart	Encanto	7/14/2026	\$22.42
Breanna	Meza	XD- Kinder Jumpstart	Encanto	7/14/2026	\$16.90
Daniela	Castro	XD- Summer School Admin Asst	Solano	7/1/2026	\$22.47
Lina	Dagnino	XD- BUS DRIVER - BREAKS	Maintenance & Transportation	7/21/2026	\$18.76
Griselda	Norzagaray	XD- Summer School Admin Asst	Osborn Middle School	7/1/2026	\$27.12
Yazmin	Pedrote-Bollas	XD-Educational Assistant	Montecito	7/27/2026	\$16.90
Lenda	Rael	XD-Educational Assistant	Montecito	7/27/2026	\$21.75
Maria Emilia	Carrillo de Medina	XD-Educational Assistant	Montecito	7/27/2026	\$21.11
Mary	Mealy-Allen	XD-Educational Assistant	Montecito	7/27/2026	\$21.11
Danielle	Millett	XD Community PS Teacher	Longview	7/21/2026	\$25.08
Mary	Mealey-Allen	XD-Educational Assistant	Montecito	7/29/2026	\$21.11
Lenda	Rael	XD-Educational Assistant	Montecito	7/29/2026	\$21.75
Maria	Ramirez	XD-Baker/Cook	Child Nutrition	7/28/2026	\$23.03
Sara	Quinarez	XD-Food II	Child Nutrition	7/28/2026	\$16.84
Martha	Diaz	XD-Cashier	Child Nutrition	7/28/2026	\$19.57
Maria	Dominguez	XD-Cashier	Child Nutrition	7/28/2026	\$21.73
Lesvia	Ralda	XD-Food II	Child Nutrition	7/28/2026	\$19.13
Maria	Escobedo	XD-Food II	Child Nutrition	7/28/2026	\$19.74
Delia	Gutierrez	XD-Food II	Child Nutrition	7/28/2026	\$19.13
Aurelia	Rocha	XD-Baker/Cook	Child Nutrition	7/28/2026	\$22.86
Samantha	Jacobo	XD-Cashier	Child Nutrition	7/28/2026	\$18.70
Irma	Teran	XD-Baker/Cook	Child Nutrition	7/28/2026	\$22.86
Cecilia	Machuca	XD-Baker/Cook	Child Nutrition	7/28/2026	\$19.81
Marisol	Rosales	XD-Cashier	Child Nutrition	7/28/2026	\$17.44
Alejandra	Martinez	XD-Baker/Cook	Child Nutrition	7/28/2026	\$22.70
Ivonne	Salgado	Food II	Child Nutrition	7/28/2026	\$20.56
Samantha	Jacobo	XD-Cashier	Child Nutrition	7/28/2026	\$18.70
Alejandra	Martinez	XD-Baker/Cook	Child Nutrition	7/28/2026	\$22.70
Maria	Pinedo	XD- Cashier	Child Nutrition	7/28/2026	\$23.49
Guadalupe	Rios Rodrguez	XD- Crossing Guard	Maintenance & Transportation	8/3/2026	\$23.11
Clarence	Grayson	XD- Crossing Guard	Maintenance & Transportation	8/3/2026	\$22.03

Sara	Borghaus	XD- Educational Assistant	Clarendon	7/29/2026	\$21.75
Allison	Davis	XD- Speech/Language Assistant	Osborn Middle School	7/20/2026	26.63
Marcillino	Rivas	XD- Speech/Language Assistant	Montecito	7/20/2026	29.03

CHANGE OF HOURS

<u>FIRST NAME</u>	<u>LAST NAME</u>	<u>POSITION</u>	<u>CHANGE OF HOURS</u>	<u>LOCATION</u>	<u>DATE</u>	<u>RATE OF</u>
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CHANGE OF ASSIGNMENT

<u>FIRST NAME</u>	<u>LAST NAME</u>	<u>FROM POSITION</u>	<u>TO POSITION</u>	<u>LOCATION</u>	<u>DATE</u>	<u>RATE OF</u>
Cicley	Cobb	Teacher - Resource	Teacher - CC S/C	OMS	7/27/2026	\$72,253.00
Lysette	Flores	SC Educational Assitant	Teacher- Self Contained	Solano	7/27/2026	175/ day
Romina	Salgado	Payroll Specialist	HR Coordinator	District	7/14/2026	\$60,174.74
Juana	Ramirez	Educational Asst - SC/CC	SC Educational Assitant	Longview	7/27/2026	23.37+2.50

NEW YEAR CLASSIFIED ASSIGNMENTS

<u>FIRST NAME</u>	<u>LAST NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE</u>	<u>RATE OF</u>
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NEW YEAR SUBSTITUTES ASSIGNMENTS

SEPARATIONS

<u>FIRST NAME</u>	<u>LAST NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE</u>
Mark	Deyette	Teacher - PE	Encanto	5/21/2026
Samantha	Wright	Teacher - 3rd Grade	Longview	5/21/2026
Vanessa	Pano	Educational Asst SC/CC	Encanto	5/20/2026
Yanira	Mazariegos	Food II	CN	5/20/2026
Maria "Isabel"	Jordan Yassan	Behavior Technician	Encanto	5/20/2026
Marrlyn	Clemons	Bus Attendant	Maintenance & Tran:	7/28/2026
Bhargavi	Narisetty	Educational Asst SC/CC	Encanto	5/20/2026
Kenna	Hernandez	Ed. Asst- Resource	Solano	7/29/2026
Sara	Quinarez	Food II	Child Nutrition	8/3/2026
Christina	Castillo-Lee	Educational Asst- Library	Solano	8/7/26
Diana	Curiel	Bus Attendant	Maintenance & Tran:	7/30/2026
Maria	Carrasco	Food II	Child Nutrition	5/20/2026

LEAVE OF ABSENCES:

<u>NAME</u>	<u>REASON</u>	<u>LOCATION</u>	<u>DATE</u>
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MILITARY LEAVE:

<u>NAME</u>	<u>REASON</u>	<u>LOCATION</u>	<u>DATE</u>
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PRE-APPROVAL ADDENDUM TO CONTRACT

<u>NAME</u>	<u>PROGRAM</u>	<u>AMOUNT</u>
Avina, Amber	Summer Child Find Evaluation Team 6/1-6/30/26	\$4,836.00
Banchs, Denise	Summer Medicaid Coordinator 6/1-6/30/26	\$2,465.32
Barnett, Linda	Mentor Teacher 8/4/25-5/21/26	\$750.00
Barton, Charles	Mentor Teacher 8/7/26-5/20/27	\$3,000.00
Callisen, Kristen	Summer School Coordinator 5/22-6/30/26	\$4,500.00
Delgado Beagley, Cristina	21st Century Teacher 3/23-5/8/26	\$26.50
Delgado Beagley, Cristina	Summer School Teacher 5/22-6/30/26	\$2,100.00
Etsitty, Alyscia	Curriculum Planning/Data Analysis 7/28/25-5/21/26	\$250.00
Goetter, Ashley	Summer School Substitute 6/8-6/26/26	\$200.00
Hernandez, Daniela	Mentor Teacher 8/7/26-5/20/27	\$3,000.00
Hernandez, Mayra	Curriculum Planning/Data Analysis 8/4/25-5/15/26	\$250.00
Hess, James	Summer Planning 5/22-6/30/26	\$800.00
Kesterson-Walker, Kelly	Summer Master Teacher Planning 5/22-6/30/26	\$1,600.00
Kesterson-Walker, Kelly	Summer Planning 5/22-6/30/26	\$1,000.00
Maynard, Clare	Summer Planning 5/22-6/30/26	\$1,200.00
Merrill, Amanda	Summer Planning 5/22-6/30/26	\$1,200.00
Palache, Hilda	Curriculum Planning/Data Analysis 8/4/25-5/15/26	\$250.00
Pendall-Castro, Emily	Summer School Teacher 6/1-6/26/26	\$3,400.00
Pendall-Castro, Emily	Summer Child Find Evaluation Team 6/1-6/30/26	\$1,022.50
Renning, Amanda	Summer Planning 5/22-6/30/26	\$1,000.00
Sanchez-Hernandez, Nayely	21st Century Teacher 3/23-5/8/26	\$26.50
Stacey, Brendan	Summer Marketing and Comm. 6/1/26-6/30/26	\$5,346.35
Stacey, Brendan	Summer Marketing and Comm. 7/1/26-7/31/26	\$4,112.64
Terriciano, Molly	Curriculum Planning/Data Analysis 8/4/26-5/15/27	\$250.00
Vehr, Rodi	Summer School Teacher 5/22-6/30/26	\$2,700.00
Villarreal, Frank	Curriculum Planning/Data Analysis 8/4/25-5/15/26	\$250.00
Wright, Rosa Marina	Curriculum Planning/Data Analysis 5/22-6/29/26	\$1,000.00

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

Agenda Item Number – VI-E

Agenda Item
Donations

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

Donor	Donation	Location	Estimated Value
Julio Franco/Southwest Medical	Wheelchair leg lift attachment	LV Health Office	\$95.00
Pam Schmidt	Flute	Band	\$300.00

Legal

Financial

Governing Board Goals

- ☐ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

It is recommended that the Governing Board approve the list of donations as presented.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

Agenda Item Number – VI-F

Agenda Item

Expenditure and Revenue Report

For Board: ☐ Action ☐ Discussion ☒ Information

Background –

Attached is a summary fund status for all current district funds in accordance with Board Policy DBI that states, *“In order to determine if budgeted expenditures are in keeping with the adopted budget, a monthly report of expenditures and revenues shall be presented to the Board.”*

Any over expenditure in a major subsection of the maintenance and operation budget shall require Board approval.”

Legal

A.R.S. 15-905

Financial

Governing Board Goals

- ☐ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

For information only

Moved _____ Seconded _____ P/F

Osborn School District

Board Rev & Expense Report

Fiscal Year: 2025-2026

☐ Subtotal by Collapse Mask

☐ Include pre encumbrance

☐ Print accounts with zero balance

☐ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

☐ Include All Encumbrances

From Date: 7/1/2026

To Date: 7/31/2026

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
001.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	(\$140,733.22)	(\$10,942,102.49)	\$10,942,102.49	\$0.00	\$10,942,102.49	0.00%
001.000.0000.2000.000.000.0000	Undesignated	\$0.00	\$160.29	\$1,426,027.55	(\$1,426,027.55)	\$0.00	(\$1,426,027.55)	0.00%
001.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$9,780,486.83)	\$9,780,486.83	\$0.00	\$9,780,486.83	0.00%
001.000.0000.6000.000.000.0000	BUDGET LINE	\$24,041,426.00	\$400,720.41	\$21,771,382.93	\$2,270,043.07	\$767,822.82	\$1,502,220.25	6.25%
	FUND: MAINTENANCE AND OPERATION - 001	\$24,041,426.00	\$260,147.48	\$2,474,821.16	\$21,566,604.84	\$767,822.82	\$20,798,782.02	86.51%
010.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$1,998,854.89)	\$1,998,854.89	\$0.00	\$1,998,854.89	0.00%
	FUND: CLASSROOM SITE FUND - 010	\$0.00	\$0.00	(\$1,998,854.89)	\$1,998,854.89	\$0.00	\$1,998,854.89	0.00%
011.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$126,630.04)	\$126,630.04	\$0.00	\$126,630.04	0.00%
011.000.0000.6000.000.000.0000	BUDGET LINE	\$5,393,361.57	\$0.00	\$1,971,798.72	\$3,421,562.85	\$0.00	\$3,421,562.85	63.44%
	FUND: P301 BASE PAY - 011	\$5,393,361.57	\$0.00	\$1,845,168.68	\$3,548,192.89	\$0.00	\$3,548,192.89	65.79%
012.000.0000.6000.000.000.0000	BUDGET LINE	\$0.00	\$0.00	\$80,753.73	(\$80,753.73)	\$0.00	(\$80,753.73)	0.00%
	FUND: P301 PERFORMANCE PAY - 012	\$0.00	\$0.00	\$80,753.73	(\$80,753.73)	\$0.00	(\$80,753.73)	0.00%
020.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$183,769.15)	\$183,769.15	\$0.00	\$183,769.15	0.00%
020.000.0000.6000.000.000.0000	BUDGET LINE	\$360,000.00	\$0.00	\$82,351.16	\$277,648.84	\$0.00	\$277,648.84	77.12%
	FUND: INSTRUCTIONAL IMPROVEMENT FUND - 020	\$360,000.00	\$0.00	(\$101,417.99)	\$461,417.99	\$0.00	\$461,417.99	128.17%
071.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$22,556.69)	\$22,556.69	\$0.00	\$22,556.69	0.00%
071.000.0000.6000.000.000.0000	BUDGET LINE	\$54,377.31	\$0.00	\$33,921.69	\$20,455.62	\$0.00	\$20,455.62	37.62%
	FUND: STRUCTURED ENGLISH IMMERSION - 071	\$54,377.31	\$0.00	\$11,365.00	\$43,012.31	\$0.00	\$43,012.31	79.10%
100.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$782,271.83)	\$782,271.83	\$0.00	\$782,271.83	0.00%
100.000.0000.6000.000.000.0000	BUDGET LINE	\$1,153,863.70	\$33,191.62	\$866,050.91	\$287,812.79	\$1,585.31	\$286,227.48	24.81%
	FUND: TITLE I - 100	\$1,153,863.70	\$33,191.62	\$83,779.08	\$1,070,084.62	\$1,585.31	\$1,068,499.31	92.60%
101.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$787,508.76)	\$787,508.76	\$0.00	\$787,508.76	0.00%
101.000.0000.6000.000.000.0000	BUDGET LINE	\$1,607,134.39	\$0.00	\$6,805.16	\$1,600,329.23	\$0.00	\$1,600,329.23	99.58%
	FUND: TITLE I - 101	\$1,607,134.39	\$0.00	(\$780,703.60)	\$2,387,837.99	\$0.00	\$2,387,837.99	148.58%
108.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$49,500.00)	\$49,500.00	\$0.00	\$49,500.00	0.00%
108.000.0000.6000.000.000.0000	BUDGET LINE	\$0.00	\$0.00	\$49,500.00	(\$49,500.00)	\$0.00	(\$49,500.00)	0.00%
	FUND: DIRECT STUDENT SERVICES GRANT - 108	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
110.000.0000.6000.000.000.0000	BUDGET LINE	\$1,707.92	\$0.00	\$0.00	\$1,707.92	\$0.00	\$1,707.92	100.00%
	FUND: TITLE ID - NEGLECTED OR DELINQUENT - 110	\$1,707.92	\$0.00	\$0.00	\$1,707.92	\$0.00	\$1,707.92	100.00%
115.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$21,401.40)	\$21,401.40	\$0.00	\$21,401.40	0.00%
115.000.0000.6000.000.000.0000	BUDGET LINE	\$40,000.00	\$4,032.52	\$16,713.06	\$23,286.94	\$1,463.90	\$21,823.04	54.56%
	FUND: TITLE I TARGETED SUPPORT & IMPROVEMENT - 115	\$40,000.00	\$4,032.52	(\$4,688.34)	\$44,688.34	\$1,463.90	\$43,224.44	108.06%
116.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$7,586.25)	\$7,586.25	\$0.00	\$7,586.25	0.00%
116.000.0000.6000.000.000.0000	BUDGET LINE	\$30,000.00	\$0.00	\$7,586.25	\$22,413.75	\$23,943.51	(\$1,529.76)	-5.10%
	FUND: TITLE I TARGETED SUPPORT & IMPROVEMENT - 116	\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$23,943.51	\$6,056.49	20.19%
140.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$72,509.63)	\$72,509.63	\$0.00	\$72,509.63	0.00%
140.000.0000.6000.000.000.0000	BUDGET LINE	\$143,776.29	\$4,121.66	\$127,905.28	\$15,871.01	\$5,743.15	\$10,127.86	7.04%
	FUND: TITLE IIA - IMPROVING TEACHER QUALITY - 140	\$143,776.29	\$4,121.66	\$55,395.65	\$88,380.64	\$5,743.15	\$82,637.49	57.48%
141.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$115,265.68)	\$115,265.68	\$0.00	\$115,265.68	0.00%

Osborn School District

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Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
141.000.0000.6000.000.000.0000	BUDGET LINE	\$251,373.39	\$0.00	\$13,282.00	\$238,091.39	\$0.00	\$238,091.39	94.72%
	FUND: TITLE IIA - IMPROVING TEACHER QUALITY - 141	\$251,373.39	\$0.00	(\$101,983.68)	\$353,357.07	\$0.00	\$353,357.07	140.57%
160.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$41,109.68)	\$41,109.68	\$0.00	\$41,109.68	0.00%
160.000.0000.6000.000.000.0000	BUDGET LINE	\$95,886.60	\$43.28	\$70,873.57	\$25,013.03	\$5,714.58	\$19,298.45	20.13%
	FUND: TITLE IV - SAFE & DRUG FREE BASIC - 160	\$95,886.60	\$43.28	\$29,763.89	\$66,122.71	\$5,714.58	\$60,408.13	63.00%
161.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$53,580.68)	\$53,580.68	\$0.00	\$53,580.68	0.00%
161.000.0000.6000.000.000.0000	BUDGET LINE	\$169,955.66	\$0.00	(\$907.17)	\$170,862.83	\$0.00	\$170,862.83	100.53%
	FUND: TITLE IV - SAFE & DRUG FREE BASIC - 161	\$169,955.66	\$0.00	(\$54,487.85)	\$224,443.51	\$0.00	\$224,443.51	132.06%
162.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$210,898.46)	\$210,898.46	\$0.00	\$210,898.46	0.00%
162.000.0000.6000.000.000.0000	BUDGET LINE	\$240,000.00	\$1,138.99	\$109,961.78	\$130,038.22	\$5,554.28	\$124,483.94	51.87%
	FUND: 21ST CENTURY (ENC, SOL) - 162	\$240,000.00	\$1,138.99	(\$100,936.68)	\$340,936.68	\$5,554.28	\$335,382.40	139.74%
163.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$144,609.48)	\$144,609.48	\$0.00	\$144,609.48	0.00%
163.000.0000.6000.000.000.0000	BUDGET LINE	\$330,000.00	\$0.00	\$6,260.26	\$323,739.74	\$0.00	\$323,739.74	98.10%
	FUND: 21ST CENTURY (CL, LV, OMS) - 163	\$330,000.00	\$0.00	(\$138,349.22)	\$468,349.22	\$0.00	\$468,349.22	141.92%
190.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$44,804.98)	\$44,804.98	\$0.00	\$44,804.98	0.00%
190.000.0000.6000.000.000.0000	BUDGET LINE	\$70,747.77	\$1,764.31	\$53,395.29	\$17,352.48	\$0.00	\$17,352.48	24.53%
	FUND: TITLE III - 190	\$70,747.77	\$1,764.31	\$8,590.31	\$62,157.46	\$0.00	\$62,157.46	87.86%
191.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$29,176.50)	\$29,176.50	\$0.00	\$29,176.50	0.00%
191.000.0000.6000.000.000.0000	BUDGET LINE	\$110,951.69	\$0.00	\$0.00	\$110,951.69	\$0.00	\$110,951.69	100.00%
	FUND: TITLE III - 191	\$110,951.69	\$0.00	(\$29,176.50)	\$140,128.19	\$0.00	\$140,128.19	126.30%
200.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$39,025.22)	\$39,025.22	\$0.00	\$39,025.22	0.00%
200.000.0000.6000.000.000.0000	BUDGET LINE	\$35,595.00	\$0.00	\$42,482.03	(\$6,887.03)	\$0.00	(\$6,887.03)	-19.35%
	FUND: TITLE VII - INDIAN ED - 200	\$35,595.00	\$0.00	\$3,456.81	\$32,138.19	\$0.00	\$32,138.19	90.29%
220.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$670,843.30)	\$670,843.30	\$0.00	\$670,843.30	0.00%
220.000.0000.6000.000.000.0000	BUDGET LINE	\$1,130,009.75	\$0.00	\$682,809.17	\$447,200.58	\$3,880.00	\$443,320.58	39.23%
	FUND: IDEA - BASIC - 220	\$1,130,009.75	\$0.00	\$11,965.87	\$1,118,043.88	\$3,880.00	\$1,114,163.88	98.60%
221.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$317,539.37)	\$317,539.37	\$0.00	\$317,539.37	0.00%
221.000.0000.6000.000.000.0000	BUDGET LINE	\$895,850.30	\$0.00	\$16,660.35	\$879,189.95	\$13,339.65	\$865,850.30	96.65%
	FUND: IDEA BASIC - 221	\$895,850.30	\$0.00	(\$300,879.02)	\$1,196,729.32	\$13,339.65	\$1,183,389.67	132.10%
222.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$17,259.32)	\$17,259.32	\$0.00	\$17,259.32	0.00%
222.000.0000.6000.000.000.0000	BUDGET LINE	\$29,517.50	\$0.00	\$7,557.53	\$21,959.97	\$0.00	\$21,959.97	74.40%
	FUND: IDEA - PRESCHOOL GRANT - 222	\$29,517.50	\$0.00	(\$9,701.79)	\$39,219.29	\$0.00	\$39,219.29	132.87%
223.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$13,956.84)	\$13,956.84	\$0.00	\$13,956.84	0.00%
223.000.0000.6000.000.000.0000	BUDGET LINE	\$29,973.04	\$0.00	\$0.00	\$29,973.04	\$0.00	\$29,973.04	100.00%
	FUND: IDEA EDISA - 2 Training - 223	\$29,973.04	\$0.00	(\$13,956.84)	\$43,929.88	\$0.00	\$43,929.88	146.56%
226.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$39,856.50)	\$39,856.50	\$0.00	\$39,856.50	0.00%
	FUND: ESS- High Cost Claims - 226	\$0.00	\$0.00	(\$39,856.50)	\$39,856.50	\$0.00	\$39,856.50	0.00%
230.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$20,325.49)	\$20,325.49	\$0.00	\$20,325.49	0.00%
230.000.0000.6000.000.000.0000	BUDGET LINE	\$37,173.47	\$0.00	\$20,325.49	\$16,847.98	\$0.00	\$16,847.98	45.32%

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Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
	FUND: JOHNSON-O'MALLEY - 230	\$37,173.47	\$0.00	\$0.00	\$37,173.47	\$0.00	\$37,173.47	100.00%
231.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$7,905.40)	\$7,905.40	\$0.00	\$7,905.40	0.00%
231.000.0000.6000.000.000.0000	BUDGET LINE	\$37,173.47	\$0.00	\$0.00	\$37,173.47	\$0.00	\$37,173.47	100.00%
	FUND: JOHNSON-O'MALLEY - 231	\$37,173.47	\$0.00	(\$7,905.40)	\$45,078.87	\$0.00	\$45,078.87	121.27%
280.000.0000.6000.000.000.0000	BUDGET LINE	\$29,828.93	\$0.00	\$0.00	\$29,828.93	\$0.00	\$29,828.93	100.00%
	FUND: EDUCATION FOR HOMELESS CHILDREN - 280	\$29,828.93	\$0.00	\$0.00	\$29,828.93	\$0.00	\$29,828.93	100.00%
290.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$14,193.72)	\$14,193.72	\$0.00	\$14,193.72	0.00%
290.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	(\$200,869.69)	(\$561,041.00)	\$561,041.00	\$0.00	\$561,041.00	0.00%
290.000.0000.6000.000.000.0000	BUDGET LINE	\$550,000.00	\$5,068.82	\$183,125.92	\$366,874.08	\$10,068.88	\$356,805.20	64.87%
	FUND: MEDICAID REIMB - 290	\$550,000.00	(\$195,800.87)	(\$392,108.80)	\$942,108.80	\$10,068.88	\$932,039.92	169.46%
308.000.0000.6000.000.000.0000	BUDGET LINE	\$0.00	\$0.00	\$299,544.12	(\$299,544.12)	\$0.00	(\$299,544.12)	0.00%
	FUND: EPA CLEAN BUSES GRANT - 308	\$0.00	\$0.00	\$299,544.12	(\$299,544.12)	\$0.00	(\$299,544.12)	0.00%
310.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$1,223.64)	\$1,223.64	\$0.00	\$1,223.64	0.00%
310.000.0000.6000.000.000.0000	BUDGET LINE	\$8,690.00	\$0.00	\$428.13	\$8,261.87	\$0.00	\$8,261.87	95.07%
	FUND: AZ NURSES WORKFORCE GRANT - 310	\$8,690.00	\$0.00	(\$795.51)	\$9,485.51	\$0.00	\$9,485.51	109.15%
320.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$35,699.82)	\$35,699.82	\$0.00	\$35,699.82	0.00%
320.000.0000.6000.000.000.0000	BUDGET LINE	\$708,000.00	\$0.00	\$0.00	\$708,000.00	\$0.00	\$708,000.00	100.00%
	FUND: PRESCHOOL DEVELOPMENT GRANT - 320	\$708,000.00	\$0.00	(\$35,699.82)	\$743,699.82	\$0.00	\$743,699.82	105.04%
322.000.0000.6000.000.000.0000	BUDGET LINE	\$276,000.00	\$0.00	\$0.00	\$276,000.00	\$0.00	\$276,000.00	100.00%
	FUND: PRESCHOOL DEV - START-UP - 322	\$276,000.00	\$0.00	\$0.00	\$276,000.00	\$0.00	\$276,000.00	100.00%
323.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$334,082.16)	\$334,082.16	\$0.00	\$334,082.16	0.00%
323.000.0000.6000.000.000.0000	BUDGET LINE	\$350,000.00	\$0.00	\$244,593.74	\$105,406.26	\$0.00	\$105,406.26	30.12%
	FUND: PDG- CONTINUATION GRANT - 323	\$350,000.00	\$0.00	(\$89,488.42)	\$439,488.42	\$0.00	\$439,488.42	125.57%
333.000.0000.6000.000.000.0000	BUDGET LINE	\$800,000.00	\$11,931.70	\$257,472.39	\$542,527.61	\$244.99	\$542,282.62	67.79%
	FUND: HQEL - 333	\$800,000.00	\$11,931.70	\$257,472.39	\$542,527.61	\$244.99	\$542,282.62	67.79%
364.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$516,425.02)	\$516,425.02	\$0.00	\$516,425.02	0.00%
364.000.0000.6000.000.000.0000	BUDGET LINE	\$1,000,000.00	\$0.00	\$747,050.34	\$252,949.66	\$207,335.78	\$45,613.88	4.56%
	FUND: FED ED INNOVATION RESEARCH GRANT - 364	\$1,000,000.00	\$0.00	\$230,625.32	\$769,374.68	\$207,335.78	\$562,038.90	56.20%
457.000.0000.6000.000.000.0000	BUDGET LINE	\$26,000.00	\$0.00	\$22,770.62	\$3,229.38	\$0.00	\$3,229.38	12.42%
	FUND: RESULTS BASED FUNDING - 457	\$26,000.00	\$0.00	\$22,770.62	\$3,229.38	\$0.00	\$3,229.38	12.42%
472.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$52,539.98)	\$52,539.98	\$0.00	\$52,539.98	0.00%
472.000.0000.6000.000.000.0000	BUDGET LINE	\$180,000.00	\$0.00	\$73,999.32	\$106,000.68	\$0.00	\$106,000.68	58.89%
	FUND: EARLY LITERACY GRANT - 472	\$180,000.00	\$0.00	\$21,459.34	\$158,540.66	\$0.00	\$158,540.66	88.08%
473.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$186,045.54)	\$186,045.54	\$0.00	\$186,045.54	0.00%
473.000.0000.6000.000.000.0000	BUDGET LINE	\$200,217.20	\$0.00	\$186,045.54	\$14,171.66	\$0.00	\$14,171.66	7.08%
	FUND: FOUNDATIONAL LITERACY GRANT - 473	\$200,217.20	\$0.00	\$0.00	\$200,217.20	\$0.00	\$200,217.20	100.00%
475.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$28,964.70)	\$28,964.70	\$0.00	\$28,964.70	0.00%
475.000.0000.6000.000.000.0000	BUDGET LINE	\$45,000.00	\$0.00	\$28,964.70	\$16,035.30	\$0.00	\$16,035.30	35.63%

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To Date: 7/31/2026

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
	FUND: OIE RISE GRANT - 475	\$45,000.00	\$0.00	\$0.00	\$45,000.00	\$0.00	\$45,000.00	100.00%
480.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$297,627.23)	\$297,627.23	\$0.00	\$297,627.23	0.00%
480.000.0000.6000.000.000.0000	BUDGET LINE	\$407,053.00	\$0.00	\$414,102.05	(\$7,049.05)	\$0.00	(\$7,049.05)	-1.73%
	FUND: SAFE SCHOOLS - 480	\$407,053.00	\$0.00	\$116,474.82	\$290,578.18	\$0.00	\$290,578.18	71.39%
500.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	(\$7,000.55)	(\$50,224.59)	\$50,224.59	\$0.00	\$50,224.59	0.00%
500.000.0000.5000.000.000.0000	REVENUE FROM OTHER SOURCES	\$0.00	\$0.00	(\$732.00)	\$732.00	\$0.00	\$732.00	0.00%
500.000.0000.6000.000.000.0000	BUDGET LINE	\$686,000.00	\$0.00	\$0.00	\$686,000.00	\$0.00	\$686,000.00	100.00%
	FUND: SCH PL-SALE/LEAS OVR 1 YR - 500	\$686,000.00	(\$7,000.55)	(\$50,956.59)	\$736,956.59	\$0.00	\$736,956.59	107.43%
502.000.0000.6000.000.000.0000	BUDGET LINE	\$80,000.00	\$0.00	\$0.00	\$80,000.00	\$0.00	\$80,000.00	100.00%
	FUND: SCHOOL PLANT SALES - 502	\$80,000.00	\$0.00	\$0.00	\$80,000.00	\$0.00	\$80,000.00	100.00%
510.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	(\$1,552.20)	(\$70,145.20)	\$70,145.20	\$0.00	\$70,145.20	0.00%
510.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	(\$41,655.00)	(\$2,235,532.42)	\$2,235,532.42	\$0.00	\$2,235,532.42	0.00%
510.000.0000.6000.000.000.0000	BUDGET LINE	\$2,750,000.00	\$46,906.97	\$2,197,903.68	\$552,096.32	\$88,705.01	\$463,391.31	16.85%
	FUND: FOOD SERVICE - 510	\$2,750,000.00	\$3,699.77	(\$107,773.94)	\$2,857,773.94	\$88,705.01	\$2,769,068.93	100.69%
515.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	(\$5,056.25)	(\$115,249.11)	\$115,249.11	\$0.00	\$115,249.11	0.00%
515.000.0000.6000.000.000.0000	BUDGET LINE	\$200,000.00	\$171.13	\$105,118.71	\$94,881.29	\$0.00	\$94,881.29	47.44%
	FUND: CIVIC CENTER - 515	\$200,000.00	(\$4,885.12)	(\$10,130.40)	\$210,130.40	\$0.00	\$210,130.40	105.07%
520.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	(\$16,310.30)	(\$251,334.62)	\$251,334.62	\$0.00	\$251,334.62	0.00%
520.000.0000.6000.000.000.0000	BUDGET LINE	\$246,393.60	\$2,279.22	\$290,981.01	(\$44,587.41)	\$501.68	(\$45,089.09)	-18.30%
	FUND: COMMUNITY SCHOOL - 520	\$246,393.60	(\$14,031.08)	\$39,646.39	\$206,747.21	\$501.68	\$206,245.53	83.71%
521.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$271,171.07)	\$271,171.07	\$0.00	\$271,171.07	0.00%
521.000.0000.6000.000.000.0000	BUDGET LINE	\$403,606.40	\$2,459.37	\$399,392.90	\$4,213.50	\$2,035.29	\$2,178.21	0.54%
	FUND: COMMUNITY SCHOOL - MONTESSORI - 521	\$403,606.40	\$2,459.37	\$128,221.83	\$275,384.57	\$2,035.29	\$273,349.28	67.73%
525.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$22,819.06)	\$22,819.06	\$0.00	\$22,819.06	0.00%
525.000.0000.6000.000.000.0000	BUDGET LINE	\$30,000.00	\$0.00	\$14,652.02	\$15,347.98	\$6,555.19	\$8,792.79	29.31%
	FUND: AUXILIARY OPERATIONS - 525	\$30,000.00	\$0.00	(\$8,167.04)	\$38,167.04	\$6,555.19	\$31,611.85	105.37%
526.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	(\$383.75)	(\$65,750.55)	\$65,750.55	\$0.00	\$65,750.55	0.00%
526.000.0000.6000.000.000.0000	BUDGET LINE	\$370,000.00	\$0.00	\$92,878.70	\$277,121.30	\$390.00	\$276,731.30	74.79%
	FUND: EXTRA CURR TAX FEES CR - 526	\$370,000.00	(\$383.75)	\$27,128.15	\$342,871.85	\$390.00	\$342,481.85	92.56%
530.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	(\$15,250.00)	(\$167,989.55)	\$167,989.55	\$0.00	\$167,989.55	0.00%
530.000.0000.6000.000.000.0000	BUDGET LINE	\$500,000.00	\$109.39	\$136,819.86	\$363,180.14	\$21,804.52	\$341,375.62	68.28%
	FUND: GIFTS AND DONATIONS - 530	\$500,000.00	(\$15,140.61)	(\$31,169.69)	\$531,169.69	\$21,804.52	\$509,365.17	101.87%
540.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$1,428.15)	\$1,428.15	\$0.00	\$1,428.15	0.00%
540.000.0000.6000.000.000.0000	BUDGET LINE	\$10,500.00	\$0.00	\$404.00	\$10,096.00	\$1,546.00	\$8,550.00	81.43%
	FUND: FINGERPRINT - 540	\$10,500.00	\$0.00	(\$1,024.15)	\$11,524.15	\$1,546.00	\$9,978.15	95.03%
550.000.0000.6000.000.000.0000	BUDGET LINE	\$30,500.00	\$0.00	\$0.00	\$30,500.00	\$0.00	\$30,500.00	100.00%
	FUND: INSURANCE PROCEEDS - 550	\$30,500.00	\$0.00	\$0.00	\$30,500.00	\$0.00	\$30,500.00	100.00%
555.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$21.96)	\$21.96	\$0.00	\$21.96	0.00%
555.000.0000.6000.000.000.0000	BUDGET LINE	\$18,000.00	\$0.00	\$0.00	\$18,000.00	\$0.00	\$18,000.00	100.00%

Osborn School District

Board Rev & Expense Report

Fiscal Year: 2025-2026

☐ Subtotal by Collapse Mask

☐ Include pre encumbrance

☐ Print accounts with zero balance

☐ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

☐ Include All Encumbrances

From Date: 7/1/2026

To Date: 7/31/2026

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
	FUND: TEXTBOOKS - 555	\$18,000.00	\$0.00	(\$21.96)	\$18,021.96	\$0.00	\$18,021.96	100.12%
565.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$38.95)	\$38.95	\$0.00	\$38.95	0.00%
	FUND: LITIGATION RECOVERY - 565	\$0.00	\$0.00	(\$38.95)	\$38.95	\$0.00	\$38.95	0.00%
570.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$78,575.87)	\$78,575.87	\$0.00	\$78,575.87	0.00%
570.000.0000.5000.000.000.0000	REVENUE FROM OTHER SOURCES	\$0.00	\$0.00	(\$8,431.90)	\$8,431.90	\$0.00	\$8,431.90	0.00%
570.000.0000.6000.000.000.0000	BUDGET LINE	\$900,000.00	\$56,068.54	\$526,932.21	\$373,067.79	\$35,572.93	\$337,494.86	37.50%
	FUND: INDIRECT COSTS - 570	\$900,000.00	\$56,068.54	\$439,924.44	\$460,075.56	\$35,572.93	\$424,502.63	47.17%
575.000.0000.6000.000.000.0000	BUDGET LINE	\$30,000.00	\$0.00	\$700.00	\$29,300.00	\$24,015.13	\$5,284.87	17.62%
	FUND: UNEMPLOYMENT INSURANCE - 575	\$30,000.00	\$0.00	\$700.00	\$29,300.00	\$24,015.13	\$5,284.87	17.62%
585.000.0000.6000.000.000.0000	BUDGET LINE	\$7,500.00	\$0.00	\$0.00	\$7,500.00	\$0.00	\$7,500.00	100.00%
	FUND: INSURANCE REFUND - 585	\$7,500.00	\$0.00	\$0.00	\$7,500.00	\$0.00	\$7,500.00	100.00%
610.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	(\$15,401.57)	(\$1,640,966.72)	\$1,640,966.72	\$0.00	\$1,640,966.72	0.00%
610.000.0000.2000.000.000.0000	Undesignated	\$0.00	\$29.80	\$265,073.40	(\$265,073.40)	\$0.00	(\$265,073.40)	0.00%
610.000.0000.6000.000.000.0000	BUDGET LINE	\$6,540,047.00	\$53,730.64	\$1,768,282.57	\$4,771,764.43	\$627,203.23	\$4,144,561.20	63.37%
	FUND: UNRESTRICT CAPITAL OUTLAY - 610	\$6,540,047.00	\$38,358.87	\$392,389.25	\$6,147,657.75	\$627,203.23	\$5,520,454.52	84.41%
630.000.0000.5000.000.000.0000	REVENUE FROM OTHER SOURCES	\$0.00	\$0.00	(\$39,961,650.00)	\$39,961,650.00	\$0.00	\$39,961,650.00	0.00%
630.000.0000.6000.000.000.0000	BUDGET LINE	\$67,500,000.00	\$131,187.90	\$15,206,783.01	\$52,293,216.99	\$21,226,578.55	\$31,066,638.44	46.02%
	FUND: BOND BUILDING - 630	\$67,500,000.00	\$131,187.90	(\$24,754,866.99)	\$92,254,866.99	\$21,226,578.55	\$71,028,288.44	105.23%
665.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$922.84)	\$922.84	\$0.00	\$922.84	0.00%
665.000.0000.6000.000.000.0000	BUDGET LINE	\$70,000.00	\$0.00	\$0.00	\$70,000.00	\$0.00	\$70,000.00	100.00%
	FUND: ENERGY & WATER SAVINGS - 665	\$70,000.00	\$0.00	(\$922.84)	\$70,922.84	\$0.00	\$70,922.84	101.32%
691.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$89,861.05)	\$89,861.05	\$0.00	\$89,861.05	0.00%
691.000.0000.6000.000.000.0000	BUDGET LINE	\$69,964.00	\$0.00	\$69,964.00	\$0.00	\$14,402.60	(\$14,402.60)	-20.59%
	FUND: SFB BUILDING RENEWAL - 691	\$69,964.00	\$0.00	(\$19,897.05)	\$89,861.05	\$14,402.60	\$75,458.45	107.85%
700.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	(\$93,073.34)	(\$9,776,763.26)	\$9,776,763.26	\$0.00	\$9,776,763.26	0.00%
700.000.0000.5000.000.000.0000	REVENUE FROM OTHER SOURCES	\$0.00	\$0.00	\$1,000.00	(\$1,000.00)	\$0.00	(\$1,000.00)	0.00%
700.000.0000.6000.000.000.0000	BUDGET LINE	\$8,174,150.00	\$0.00	\$1,718,200.01	\$6,455,949.99	\$0.00	\$6,455,949.99	78.98%
	FUND: DEBT SERVICE - 700	\$8,174,150.00	(\$93,073.34)	(\$8,057,563.25)	\$16,231,713.25	\$0.00	\$16,231,713.25	198.57%
850.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$161,106.03)	\$161,106.03	\$0.00	\$161,106.03	0.00%
850.000.0000.6000.000.000.0000	BUDGET LINE	\$40,000.00	\$0.00	\$3,739.37	\$36,260.63	\$0.00	\$36,260.63	90.65%
	FUND: STUDENT ACTIVITIES - 850	\$40,000.00	\$0.00	(\$157,366.66)	\$197,366.66	\$0.00	\$197,366.66	493.42%
855.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	(\$23,344.96)	(\$2,667,722.09)	\$2,667,722.09	\$0.00	\$2,667,722.09	0.00%
855.000.0000.6000.000.000.0000	BUDGET LINE	\$2,750,000.00	\$264.50	\$2,802,017.76	(\$52,017.76)	\$518,187.94	(\$570,205.70)	-20.73%
	FUND: EMPL INSUR PGM WITHHOLDNG - 855	\$2,750,000.00	(\$23,080.46)	\$134,295.67	\$2,615,704.33	\$518,187.94	\$2,097,516.39	76.27%
950.000.0000.6000.000.000.0000	BUDGET LINE	\$0.00	\$0.00	\$7,182.97	(\$7,182.97)	\$0.00	(\$7,182.97)	0.00%
	FUND: Transportation Service Fund - 950	\$0.00	\$0.00	\$7,182.97	(\$7,182.97)	\$0.00	(\$7,182.97)	0.00%

Osborn School District

Board Rev & Expense Report

Fiscal Year: 2025-2026

From Date: 7/1/2026 To Date: 7/31/2026

- ☐ Subtotal by Collapse Mask
- ☐ Include pre encumbrance
- ☐ Print accounts with zero balance
- ☐ Filter Encumbrance Detail by Date Range
- ☐ Exclude Inactive Accounts with zero balance
- ☐ Include All Encumbrances

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
Grand Total:		\$132,277,304.95	\$194,750.23	(\$30,677,994.87)	\$162,955,299.82	\$23,614,194.92	\$139,341,104.90	105.34%

End of Report

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

Agenda Item Number – VI-G

Agenda Item

Student Activities Statement of Revenue and Expenditures

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

A.R.S. §15-1123.A requires that, “The student activities treasurer or assistant student activities treasurer shall maintain an accurate detailed record of all revenues and expenditures of the student activities fund. The record shall be made in such form as the governing board of the school district prescribes. Copies of the record shall be presented to the governing board of the school district not less than once during each calendar month.”

This agenda item and the attached Student Activities Statement of Revenues and Expenditures shall serve to bring the district up-to-date with the requirements of §15-1123.A. Each month this statement will be presented for the Governing Board’s ratification. This fund is used to account for the funds deposited and expended in connection with the activities of student organizations, clubs, and other similar functions. The school district serves only as a fiduciary custodian for these funds.

Legal

A.R.S. §15-1123.A

Financial

Governing Board Goals

- ☐ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

It is recommended that the Governing Board ratify the Statement of Revenues and Expenditures for the Student Activities Fund from July 1 through July 31, 2026.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT No. 8
Statement of Revenues and Expenditures
For Student Activities Fund
Activity from July 1, 2026 to July 31, 2026

<u>School</u>	<u>Beginning Balance</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Ending Balance</u>
Clarendon	5,483.34			5,483.34
OMS	12,466.43			12,466.43
Solano	8,328.98		494.22	7,834.76
Longview	13,393.90			13,393.90
	<u>\$ 39,672.65</u>	<u>\$ -</u>	<u>\$ 494.22</u>	<u>39,178.43</u>

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

Agenda Item Number – VI-H

Agenda Item

Disposal of Equipment

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

None this month

Legal

Financial

Governing Board Goals

- ☐ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

Recommend approval of disposal of equipment as listed.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

Agenda Item Number – VI-I

Agenda Item

Approval of 2026/27 Student Activity Events

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

Below is a list of student activity events for the 2026/27 school year.

Student activities events do not include any raffles, bingo, or other forms of gambling, which are not legal events for student clubs. All food and beverage items sold during the school day will align with governing board nutrition policies.

Book Fairs	Jump Rope for Heart
Music Grahams, Candy Grahams	Student Stores
Candy Sales	Ticket sales
Concession Sales	Vending Machines
Dress Days	Yearbook Sales

Legal

A.R.S. §15-1121

Financial

Governing Board Goals

- ☐ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

It is recommended that the Governing Board approve the student activities events for school year 2026/27, effective July 1st 2026.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

Agenda Item Number – VI-J-1

Agenda Item

**Approval of the continuation of the Food Program Permanent Service Agreement
(FPPSA)**

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

In June 2019, ADE released a single, electronic Food Program Permanent Service Agreement (FPPSA) for School Food Authority (SFA)s to include the National School Lunch Program (NSLP), School Breakfast Program (SBP), Special Milk Program (SMP), Summer Food Service Program (SFSP) and At-Risk Afterschool Meals component of Child and Adult Care Food Programs. This allows SFA's to use this consolidated agreement for all Child Nutrition programs and need only to resubmit this agreement when there is a change in leadership.

Legal

Financial

Governing Board Goals

- ☐ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

It is recommended that the board approve of the continuation of the FSPPA from ADE.

Moved _____ Seconded _____ P/F



ARIZONA DEPARTMENT OF EDUCATION

Health and Nutrition Services
1535 West Jefferson Street
Phoenix, Arizona 85007

FOOD PROGRAM
PERMANENT SERVICE AGREEMENT
ADE Contract No. ED09-0001
Revised Summer 2019

("SCHOOL FOOD AUTHORITY (SFA)")
(Legal Name of Applicant)

Doing Business As (if applicable).

This Agreement is entered into between the Arizona State Board of Education ("BOARD"), acting through the Arizona Department of Education ("AGENCY"), a state agency of the State of Arizona, and the SFA pursuant to Arizona Revised Statutes ("A.R.S.") §§ 15-203(B)(1) and 15-1152 (and § 11-951 et seq. if the SFA is a public agency). If the SFA is a public agency, the SFA is authorized to enter into this Agreement pursuant to

(to be completed by the SFA)

The purpose of this Agreement is to effectuate the National School Lunch Act ("NSLA"), as amended (42 U.S.C. § 1751 et seq.) and the Child Nutrition Act ("CNA") of 1966, as amended (42 U.S.C. § 1771 et seq.).

The SFA enters into this Agreement with the BOARD for participation in one or more of the following programs:

1. National School Lunch Program (CFDA No. 10.555)
2. School Breakfast Program (CFDA No. 10.553)
3. Special Milk Program (CFDA No. 10.556)
4. Summer Food Service Program (CFDA No. 10.559)
5. At-Risk Afterschool Meals Component of the CACFP (CFDA No. 10.558)



ARIZONA DEPARTMENT OF EDUCATION

Health and Nutrition Services
1535 West Jefferson Street
Phoenix, Arizona 85007

FOOD PROGRAM PERMANENT SERVICE AGREEMENT ADE Contract No. ED09-0001

Revised Summer 2019

A. PROGRAM REIMBURSEMENT

The BOARD agrees, to the extent of funds available subject to Section L of this Agreement, to reimburse the SFA for the above designated programs operated by the SFA in accordance with the following regulations, and any amendments, which are applicable to such programs: National School Lunch Program ("NSLP") Regulations (7 CFR parts 210, 245), Special Milk Program Regulations (7 CFR part 215), School Breakfast Program Regulations (7 CFR part 220), Summer Food Service Program Regulations (7 CFR part 225), and At-Risk Afterschool Meals Program Regulations (7 CFR part 226). Reimbursement payments to be made by the BOARD shall be subject to the provisions of A.R.S. Title 35 relating to time and manner of submission of claims if not in conflict with federal law. The BOARD also agrees to donate foods in accordance with Donation of Foods for use in the United States, its Territories and Possessions and Areas under its Jurisdiction (7 CFR part 250), and any amendments thereto.

B. PROVISIONS FOR ACCEPTING FUNDS

The SFA agrees to accept federal funds and/or USDA Foods in accordance with applicable regulations as set forth in 7 CFR parts 210-250 and any amendments thereto, Office of Management and Budget ("OMB") Circular A-133 and A-122, as applicable, and to comply with all provisions of said rules and OMB circulars, AGENCY Child Nutrition Program ("CNP") Office Requirements, and with any instructions or procedures issued in connection therewith. The SFA further agrees to administer these programs funded under this Agreement in accordance with provisions of the uniform Federal assistance regulations (7 CFR part 3015) and provisions of the uniform administrative requirements (7 CFR parts 3016, 3019).

C. PROGRAM REQUIREMENTS OF THE SFA

The SFA agrees that, for each site listed on the site portion of the application, it will conduct the above designated program(s) in accordance with the U.S. Department of Agriculture ("DEPARTMENT") regulations and will conform to the following requirements in the conduct of each program (unless the requirement is restricted to a particular program):

1. FOR NATIONAL SCHOOL LUNCH PROGRAM AND SCHOOL BREAKFAST PROGRAM ONLY

- a. Maintain a nonprofit food service and observe the limitations on the use of nonprofit food service revenues set forth in 7 CFR parts 210.14(a) and 220.7(e)(1). Comply with State Revenue Matching set forth in 7 CFR 210.17.
- b. Establish such policies and procedures as are necessary to control the sale of foods in competition with meals served under the program. The sale of all non-program food, as defined in 7 CFR part 210.14(f), may, at the discretion of the AGENCY and the SFA, be allowed in the food service area only if all income from the sale of such foods accrues to the benefit of the nonprofit school food service; and must comply with the nutrition standards of the Smart Snacks regulations of Public Law 111-296 the Healthy, Hunger-Free Kids Act of 2010 .



ARIZONA DEPARTMENT OF EDUCATION

Health and Nutrition Services
1535 West Jefferson Street
Phoenix, Arizona 85007

FOOD PROGRAM PERMANENT SERVICE AGREEMENT

Revised Summer 2019

- c. Promote activities to involve students and parents in the National School Lunch and School Breakfast Programs.
- d. Plan menus in order to meet the requirements of Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 as set forth in 7 CFR parts 210.10 and 220.8.
- e. Maintain production and menu records for meals produced. These records must include all information necessary to support the claiming of reimbursable meals, and how meals contribute to meal pattern requirements, as set forth in 7 CFR parts 210.10 and 220.8. Production records shall include sufficient information to evaluate the menu's contribution to the nutrition standards and the appropriate calorie and nutrient levels for the age/grades of the children in the school, as identified in 7 CFR parts 210.10 and 220.8.
- f. Maintain and comply with a financial management system as prescribed by the AGENCY, 2 CFR part 200, and 7 CFR parts 210.14(c), 215.7(d), 220.7(e)(1) and 3016.
- g. Limit the net cash resources for its nonprofit school food service to an amount that does not exceed three months average expenditures, or such other amount as may be approved by the AGENCY in accordance with 7 CFR parts 210.14(b) and 220.7(e)(1).
- h. Serve lunches and/or breakfasts and/or after school care snacks during the designated periods, in accordance with 7 CFR parts 210.10 and 220.8, for the number of days specified on the application.
- i. Claim no more than one (1) lunch/breakfast/after school care snack per child per day per meal service.
- j. Price the meal as a unit. Make lunches/breakfasts/after school care snacks available without cost or at a maximum reduced price of forty (40) cents for lunch, fifteen (15) cents for snacks and thirty (30) cents for breakfast to all children who are determined by the SFA to be eligible for such meals under 7 CFR part 245.
- k. Claim reimbursement at the assigned rates only for reimbursable free, reduced-price and paid lunches and/or after school care snacks and/or breakfasts served to eligible children in accordance with 7 CFR parts 210 and 220.
- l. Conduct verification in accordance with 7 CFR part 245.6a. Report verification results to the AGENCY no later than February 1, each year. Maintain copies of the verification report and all supporting documentation for the period indicated in Section M of this Agreement.
- m. Ensure that the SFA's designated official submitting the claim or his/her assigned representative shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 7 CFR part 210.8 and 220.11 governing claims for reimbursement. At a minimum the responsibilities should include:



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1. No less than one (1) on-site review of the meal counting and claiming system for the meal service for each school under its jurisdiction for a SFA with more than one site. The on-site review shall take place prior to February 1 of each school year. If the review discloses problems with a school's meal counting or claiming procedures, the SFA shall be required to develop and implement a corrective action plan and a follow-up on-site review must be conducted within forty-five (45) calendar days of the review to determine that the corrective action resolved the problems.
2. No less than two on-site reviews of the meal counting and claiming system for the after school care snack program, if implemented. The first review shall be made during the first four weeks of the school year that the school is in operation. Year-round schools or Residential Child Care Institutions shall review the snack program during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter. If the review discloses problems with a school's meal counting or claiming procedures, the SFA shall be required to develop and implement a corrective action plan and a follow-up on-site review must be conducted within forty-five (45) calendar days of the review to determine that the corrective action resolved the problems.
3. Perform edit checks that compare each school's daily counts of free, reduced-price, and paid lunch/breakfast against the product of the number of children in that school currently eligible for free, reduced-price and paid meals, respectively, multiplied by an attendance factor. This attendance factor will be developed by the AGENCY.
4. Submit claims for reimbursement in accordance with procedures established by the AGENCY. Claims for reimbursement not filed within sixty (60) days following the last day of the claiming month will be disallowed. Any exception to this requirement will be made at the discretion of the AGENCY and/or DEPARTMENT.
5. SFA shall maintain on file, each month's claim for reimbursement and all data used in the claims review process, by school, for the period indicated in Section M of this Agreement. All Food Service Management Company ("FSMC") contracts, and records which support such contracts, shall be maintained for the period indicated in Section M of this Agreement. The records which are to be kept for each program include:
 - (I) daily number of meals served to children, by category and type of meal;
 - (II) revenue from children's payments, federal reimbursement, food sales to adults, loans to the program, all a la carte sales and any other sources to demonstrate that the food service is being operated on a nonprofit basis. The revenue report shall show net cash resources or the information necessary for the AGENCY to compute net cash resources through a review or audit and annual financial report; and
 - (III) food service expenditures (supported by invoices, receipts or other evidence of expenditures).



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- n. Failure to submit accurate claims will result in the recovery of an over claim and may result in the withholding of payments, suspension or termination of the program as specified in 7 CFR parts 210.24, 210.25, 220.14, 220.18 and 220.19.
- o. The penalties specified in 7 CFR part 210.26 shall apply to any SFA who is found to engage in embezzlement, willful misapplication of funds, theft or fraudulent activity in regard to claims submitted.
- p. Count the number of free, reduced-price and paid reimbursable meals served to eligible children at the point of service. School sites approved for Special Assistance, Provision 2 Provision 3 or the Community Eligibility Provision (CEP) are exempt, except they shall do a total count of all children at the point of service.
- q. Upon request, make all accounts and records pertaining to its school food service available to the AGENCY and to the DEPARTMENT for audit or review, at a reasonable time and place.
- r. Maintain in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable state and local laws, regulations and ordinances.
- s. Maintain necessary facilities for storing, preparing and serving food and milk in accordance with local health department requirements.
- t. Procurement practices shall be in accordance with the Arizona Procurement Code and Regulations (Charter schools are exempt as set forth in A.R.S. § 15-189.02), 2 CFR part 200 and 7 CFR parts 3015, 3016, 3019, 210.21, 215.14a and 220.16. All claims and controversies shall be subject to the Arizona Procurement Code, A.R.S. § 41-2501 et seq., and Arizona Administrative Code R7-2-1001 et seq. Procurement standards must be submitted to the AGENCY and will be considered a permanent document, unless changes are made by either party. Failure to follow established procedures in the procurement of FSMC services may result in non-renewal of SFA application to participate in the programs, or in withholding of reimbursement funds.
- u. Purchase, to the maximum extent practicable, only food products that are produced in the United States or products that are processed in the United States substantially using agricultural commodities that are produced in the United States for those programs as specified in 7 CFR parts 210.21(d) and 220.16(d) and in accordance with the Buy American Provision.
- v. Any contracting for the furnishing of meals or management of the entire food service under any program must be conducted in accordance with proper procurement procedures and must be done on a competitive basis in accordance with 7 CFR part 210.16. A FSMC entering into a contract with a SFA shall not subcontract for the total meal, with or without milk, or for the assembly of the meal. SFAs contracting with a FSMC shall comply with 7 CFR part 210.16.
- w. Submit proposed Invitation for Bid ("IFB")/Request for Proposal ("RFP") to the AGENCY for review and approval. Written approval of the IFB/RFP must be received from the AGENCY prior



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to advertising for bids/proposals. Submit copies of all contracts with FSMCs, along with a certification of independent price determination to the AGENCY prior to the beginning of program operations. Written approval must be received from the AGENCY prior to both parties entering into contract.

- x. Individuals with access to AGENCY technology systems associated with the administration of the program shall abide by the AGENCY Acceptable Use Policy, which covers the use of electronic communication networks and computer-based administrative applications of the AGENCY. This policy applies to all personnel using these intranet, extranet, internet and administrative resources, including, but not limited to, officials and employees of schools, school districts, charter schools and AGENCY. Access to AGENCY technology systems shall not be provided to consultants, consulting firms or FSMCs contracting with SFA. Individuals who fail to comply will be subject to further action.
- y. Each local educational agency participating in a program authorized by the NSLA and CNA shall establish a local school wellness policy that meets regulation set forth in 7 CFR 210.31. The policy must include, at a minimum, goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness, as well as nutrition guidelines for all foods available on campus to promote student health and reduce childhood obesity, and provide assurance that school meals and other food and beverages sold and otherwise made available on the school campus during the school day are consistent with applicable minimum Federal standards as specified in Public Law 111-296, Section 204. SFAs must permit parents, students, and members of the general public to participate in the development, implementation and periodic review of the wellness policy. SFAs shall also tri-annually measure (and make available to the public) an assessment regarding the implementation of the wellness policy, including the extent to which schools under the jurisdiction of the local educational agency are in compliance with the policy, the extent to which the policy compares to model local school wellness policies, and a description of the progress made in attaining the goals of the policy.
- z. As defined in the NSLA, the SFA shall implement a school food safety program, to be applied to any facility or part of a facility in which food is stored, prepared or served for the purposes of the program, that complies with any hazard analysis and critical control point system established by the Secretary of Agriculture.
- aa. In accordance with 7 CFR parts 210.13(b) and 220.7(a)(2), schools shall obtain a minimum of two (2) food safety inspections during each school year conducted by a state or local governmental agency responsible for food safety inspections. They shall post in a publicly visible location a report of the most recent inspection conducted and provide a copy of the inspection report upon request. Sites participating in more than one (1) child nutrition program shall only be required to obtain two (2) food safety inspections per year if the nutrition programs offered use the same facilities for the production and service of meals.
- ab. SFAs that operate the National School Lunch Program, or the School Breakfast Program, must establish and implement professional standards hiring standards for school nutrition program



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directors; and professional standards training standards for directors, managers, and staff, as defined in 7 CFR 210.30.

D. ASSURANCE OF CIVIL RIGHTS COMPLIANCE

1. The SFA hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the DEPARTMENT (7 CFR parts 15, 15a and 15b); U.S. Department of Justice Enforcement Guidelines (28 CFR parts 50.3 and 42); and AGENCY directives and guidelines to the effect that no person shall, on the grounds of race, color, national origin, sex, age or disability, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the SFA receives federal financial assistance from the AGENCY; and hereby gives assurance that it will immediately take any measures necessary to effectuate provisions of this Agreement.
2. This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance and the permission to use federal property or interest in such property, or the furnishing of services without consideration, at a nominal consideration or at a consideration which is reduced for the purpose of assisting the SFA, or in recognition of the public interest to be served by the furnishing of services to the SFA, or any improvements made with federal financial assistance extended to the program SFA by the AGENCY.
3. By accepting this assurance, the SFA agrees to compile data, maintain records and submit reports as required to permit effective enforcement of nondiscrimination laws and permit authorized AGENCY personnel during hours of program operation to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the AGENCY shall have the right to seek judicial enforcement of this assurance.
4. This assurance is binding on the SFA, its successors, transferees and assignees as long as such person or entity receives assistance or retains possession of any assistance from the AGENCY. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the program applicant.
5. AGENCY and SFA shall maintain information on civil rights complaints, if any, submitted and/or received by the SFA, AGENCY, and their resolutions.

E. EQUAL OPPORTUNITY/NON-DISCRIMINATION

The Parties of this Agreement shall comply with Executive Order 75-5 as modified by Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political



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affiliation, shall have equal access to employment opportunities and all other applicable state and federal employment laws, rules and regulations, including the American with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

F. RIGHT OF JUDICIAL ENFORCEMENT; CHOICE OF LAW

The SFA recognizes and agrees that federal financial assistance will be extended in reliance on the representations stated herein and in the Exhibits hereto and that the United States and the State of Arizona, individually or jointly, shall have the right to seek judicial enforcement of the Agreement. This Agreement is made in the State of Arizona and shall be interpreted by the laws of the State of Arizona including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona, the Arizona Procurement Code, A.R.S. Title 41, Chapter 23, A.A.C. R2-7-101 et seq. and A.A.C. R7-2-1001 et seq. Any litigation arising out of this Agreement shall be brought in Arizona.

G. MUTUAL OBLIGATIONS, RESPONSIBILITIES AND WARRANTIES

The AGENCY and the SFA mutually agree that:

1. With the approval of the AGENCY, sites may be added or deleted from the site portion of the application as the need arises, and the references herein to the site portion of the application shall be deemed to include the most recently approved sites.
2. The AGENCY shall promptly notify the SFA of any change in the minimum meal requirements or the assigned rates of reimbursement.
3. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend this Agreement if made with a corporation for its general benefit.
4. This Agreement, and the duties arising hereunder, shall become effective on July 1, 2019 or upon signature by the Superintendent of Public Instruction, or his designee, whichever occurs last. This Agreement shall automatically renew on July 1 of each year, beginning July 1, 2020, unless either party notifies the other at least thirty (30) days before the renewal date of their intent not to renew. Before any amendment or extension may become effective, appropriate action must be taken by ordinance, resolution or otherwise pursuant to the laws applicable to public agencies entering into this Agreement.
5. The SFA's participation in the program(s) under this Agreement is conditioned upon the AGENCY's approval of the SFA's on-line application to the AGENCY, a fully executed written Agreement with the AGENCY, and, in the event the SFA contracts with a FSMC to manage its food service operation under this Agreement, the AGENCY's review and approval of the SFA's contract(s) with a FSMC



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prior to the execution of the contract(s) as required in 7 CFR parts 210.9, 210.16 and 210.19. For this Agreement period, reimbursement shall not be made for any meals served before these conditions have been fully met by the SFA.

6. No right or interest in this Agreement shall be assigned or delegated without the written permission of the other party.
7. The SFA shall repay to the federal government or the AGENCY all monies determined by any financial-compliance audit or review to be owed to the federal government or the AGENCY in connection with any program for which the SFA has received funds. If the SFA fails to make such repayment within thirty (30) days after demand by the AGENCY, SFA shall also pay all reasonable attorneys' fees based on reasonable hourly charges of like experienced attorneys in Phoenix, Arizona for the Assistant Attorney General representing the AGENCY or the BOARD or the attorney representing the DEPARTMENT in seeking to enforce this paragraph.
8. The Parties to this Agreement agree to resolve all disputes arising out of or relating to the Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes if not in conflict with federal law.
9. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors, transferees and assignees.

H. FREE AND REDUCED-PRICE POLICY STATEMENT

The SFA must supply copies of its program application, Free and Reduced-Price Policy Statement and Addendums to the AGENCY. The Free and Reduced-Price Policy Statement will be a permanent document shall be updated when district policy or procedures pertaining to the Free and Reduced-Price process are modified.

I. CONFLICT OF INTEREST; CANCELLATION

1. No employee, officer or agent of the SFA who has, or whose relative has, a substantial interest in any contract, sale, purchase or service to the SFA, shall participate in selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved pursuant to A.R.S. § 38-503 and 7 CFR part 3016.36(b)(3).
2. Pursuant to A.R.S. § 38-511, the State of Arizona, its political subdivisions or any department or agency of either may, within three (3) years after its execution, cancel any agreement, without penalty or further obligation, made by the State of Arizona, its political subdivisions or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State of Arizona, its political



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subdivisions or any of the departments or agencies of either is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other Party to the agreement in any capacity or a consultant to any other Party of the agreement with respect to the subject matter of the agreement. A cancellation made pursuant to this provision shall be effective when the SFA receives written notice of the cancellation unless the notice specifies a later time.

J. AGREEMENT INTERPRETATION AND AMENDMENT

1. No Parole Evidence. This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any term used in this document.
2. No Waiver. Either party's failure to insist on strict performance of any term or condition of this Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
3. Written Agreement Amendments. This Agreement may be modified only in a writing signed by all of the parties or their duly authorized agents. Notice required pursuant to this Agreement shall be served personally or by mail upon each party at the addresses specified on the signature page of this Agreement.

K. THIRD PARTY ANTITRUST VIOLATIONS

The SFA assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the SFA toward fulfillment of this Agreement.

L. NON-AVAILABILITY OF FUNDS

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

M. RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the SFA shall retain and shall contractually require each



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subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after completion of this Agreement or until resolution of an unsolved audit which exceeds the designated time period. All records shall be subject to inspection and audit by the State of Arizona for five (5) years after the termination of this Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the SFA shall produce the original of any or all such records.

N. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401; E-VERIFY REQUIREMENT

1. The SFA warrants compliance with all federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214(A). (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the SFA may be subject to penalties up to and including termination of this Agreement.
3. Failure to comply with a state audit process to randomly verify the employment records of the SFA shall be deemed a material breach of this Agreement and the SFA may be subject to penalties up to and including termination of this Agreement.
4. The AGENCY retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that the SFA is complying with the warranty under paragraph 1 of this Section.

O. TERMINATION/SUSPENSION

This Agreement may be terminated upon thirty (30) days notice in writing by either party. Notwithstanding the foregoing, the AGENCY may terminate this Agreement immediately upon receipt of evidence that the terms hereof have not been complied with by the SFA. Pursuant to 7 CFR part 210.25, whenever it is determined that the SFA has materially failed to comply with the provisions of this Agreement, or with AGENCY/DEPARTMENT guidelines and instructions, the AGENCY may suspend or terminate the Agreement in whole, or in part. The SFA may also terminate this Agreement by mutual agreement with the AGENCY. The AGENCY and the SFA shall comply with the provisions of 7 CFR part 3015 subpart N, concerning suspension, termination and closeout procedures.

P. CERTIFICATION

The SFA certifies that all information submitted related to the Program is true and correct and understands that deliberate misrepresentation may result in prosecution.



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USDA Foods AGREEMENT

(Applicable to SFAs receiving USDA Foods)

Policies/Procedures

1. The AGENCY solicits vendors (Warehouse/Distributor) to distribute donated food to eligible SFAs. SFAs shall receive donated food as required by 7 CFR part 250. The cost of shipping will be paid by the SFA. The SFA is responsible for establishing a credit application and purchase order with the delivering vendor. The AGENCY will announce annually the delivery charge (service, handling and administrative fees) and delivery vendor prior to the beginning of the fiscal year. Payments are due to the delivering vendor within the terms to be determined after completion of credit application. Shipments will be withheld if the SFA becomes 30 days late from the agreed credit terms. Failure to pay will result in the account being temporarily suspended until the account is brought current and/or termination of participation and non-renewal of USDA Foods Program.
2. The SFA agrees to pay excess storage and administrative fees for USDA Foods that are not ordered and have not been refused within the designated dwell times.
3. The SFA agrees to accept and order USDA Foods only in quantities that can be used in a six (6) month period in a non-profit School Food service. Any SFA ordering USDA Foods in excess quantities may be held financially responsible for spoilage or contamination which results in the foods being unfit for human consumption. SFA is to notify the AGENCY within 24-48 hours when any loss of, or damage to, USDA Foods occurs.
4. The SFA shall receive and use USDA Foods only for the benefit of those persons eligible for congregate meals provided by the SFA. Foods will not be transferred or used otherwise without prior written approval of the AGENCY. USDA Foods shall not be sold or traded, but may be transferred with the approval of the AGENCY when determined to be in the best interest of the program.
5. The SFA shall maintain evidence that necessary protective measures are maintained when storing donated food. Evidence to support would include, but are not limited to, storage temperature charts verifying proper storage temperatures, pest control schedule and security system used. Documentation must be available to verify that all storage facilities obtained all necessary federal, state and/or local health inspections or if no such inspections are made, a self-evaluation form for storage facilities be completed annually.
6. The SFA shall maintain all records pertaining to transactions relating to receipt, disposal and inventory of USDA Foods. All records required in this agreement shall be retained for the period indicated in Section M of this Agreement.
7. The SFA shall complete, return and maintain a copy of inventory forms provided by the AGENCY. Failure to comply may result in termination of participation in the USDA Foods. The SFA shall comply with instructions from the AGENCY to: (a) distribute remaining inventory of USDA Foods, or (b) return inventories with applicable reports to the AGENCY if a program is terminated.



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8. Funds received by the SFA from sales of salvable containers or salvage of USDA Foods shall be deposited in SFA's Non-Profit Food Service Account.
9. SFAs may elect to participate in the USDA Foods processing programs. Cost of the processing and distribution of the end product will be incurred by the SFA. Participants shall:
 - a. Follow federal and state procurement rules and regulations in purchasing end products not bid by the AGENCY;
 - b. Release USDA Foods only to the AGENCY approved processor;
 - c. Maintain records to support purchase of processed commodity end products; and
 - d. Be held responsible to fulfill commitments to the AGENCY and processor.
10. The SFA shall permit inspection by the AGENCY or DEPARTMENT personnel of the storage facilities and any other areas used in handling USDA Foods. The SFA shall also allow inspection of all records including financial records pertaining to the USDA Foods.
11. FSMCs are encouraged to utilize USDA Foods in the preparation of meals for eligible SFAs pursuant to a written contract, which meets the requirements of 7 CFR part 250.12(c). If a FSMC is used, the SFA will submit a copy of the contract to the AGENCY annually. Contracts will ensure that:
 - a. Any donated food will be used only to benefit the SFA's feeding operation;
 - b. Proper inventory controls will be maintained;
 - c. All books and records of the FSMC pertaining to the feeding operation of the SFA will be available for the period indicated in Section M of this Agreement; and
 - d. The responsibility will be clearly defined for who (the SFA or the FSMC) will be accountable for the payments to be made to the distributor and commodity processors within sixty (60) days of billing.



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SPECIAL MILK PROGRAM AGREEMENT

(Applicable to those SFAs participating in Special Milk Program)

1. The SFA agrees to operate a nonprofit milk service.
2. The SFA agrees to submit claims for reimbursement and maintain a financial management system in accordance with procedures established by the DEPARTMENT and the AGENCY.
3. The SFA agrees to make no physical segregation or other discrimination against or overt identification of any child because of his/her inability to pay the full price of the milk.
4. The SFA agrees to make free milk available (if applicable) to all eligible children whenever it is provided under the Special Milk Program.
5. The SFA agrees to make maximum use of the reimbursement payments to reduce the price of the milk served to paying children and maintain a nonprofit status (not applicable to non-pricing programs).
6. The SFA agrees to claim reimbursement only for fluid types of milk as defined in 7 CFR part 215.2 served to children at the assigned rate for the classification of paid (or free, if applicable) in accordance with 7 CFR parts 215.8 and 215.10.
7. The SFA agrees to maintain full and accurate records of each program operation including the number of half-pints of milk served to children, the number of half-pints of milk served to adults and the number of half-pints of milk served free to eligible children if free milk is provided.
8. The SFA agrees to furnish a written statement of the policy followed in making determinations as to eligibility of children receiving free milk. Such policy shall be consistent with the rules issued by the DEPARTMENT on this subject (7 CFR part 245) (required only for pricing programs providing free milk to children).

SUMMER FOOD SERVICE PROGRAM

(Applicable to those SFAs participating in Summer Food Service Program)

1. The SFA agrees to operate the Summer Food Service Program in compliance with Title 7, Part 225 of the Code of Federal Regulations.
2. The SFA agrees to operate the Summer Food Service Program in compliance with State or local health and safety standards.
3. The SFA agrees to provide meals through the Summer Food Service Program to children ages 18 and under or people 19 years of age and over who have a mental or physical disability and who participate in a public or private non-profit school program during the school year.



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4. The SFA agrees to only claim reimbursement for approved meals served through the Summer Food Service Program. Meals served prior to State agency approval shall not be claimed. SFAs are financially responsible for any meals served prior to annual approval from the State agency.
5. The SFA agrees to claim reimbursement for meals served while school is not in session, with State agency approval.
6. The SFA agrees to only claim reimbursement for those meals that meet or exceed the minimum Federal standards established for meals, and to maintain documentation of the foods and portions served to meet these standards.
7. The SFA agrees to claim all meals at the free rate of reimbursement at area-eligible sites in the attendance boundary of a school where 50% or more of the children qualify for free or reduced-price meals or 50% or more of the children in the census block group are eligible for free and reduced-price school meals. The only exception is for children enrolled in a residential camp. Residential camps must collect income eligibility information for each enrolled child and can only claim meals at the free rate for children who qualify for free or reduced-price meals.
8. The SFA agrees to provide Summer Food Service Program meals at no charge. The only exception is for residential camps. Residential camps may charge for meals served to children who do not qualify for free or reduced-price meals.
9. The SFA agrees to maintain children on site while meals are consumed.
10. The SFA agrees to maintain documentation of the following for each serving site: program operating and administrative costs; funds accruing to the program; training of staff; monitoring of sites; the number of meals prepared/delivered, by type, each day; the number of complete first meals, complete second meals, excess meals or left-over meals, meals to program adults and meals to non-program adults served each day; daily meal production records; and daily menus.
11. The SFA may serve and claim up to two (2) meals or one (1) meal and one (1) snack within the approved meal time each day. The SFA cannot serve and claim lunch and supper on the same day, at the same site. Approved camp and migrant site sponsors may serve and claim up to three (3) meals each day or two (2) meals and one (1) snack. Approved camp and migrant site sponsors may claim lunch and supper on the same day at the same site.
12. The SFA agrees to monitor each site according to regulations.
13. The SFA agrees to meet the training requirement for its administrative and operational personnel as required under 225.15 (d)(1).
14. The SFA agrees to retain final financial and administrative responsibility for its program.



ARIZONA DEPARTMENT OF EDUCATION

Health and Nutrition Services
1535 West Jefferson Street
Phoenix, Arizona 85007

FOOD PROGRAM PERMANENT SERVICE AGREEMENT

Revised Summer 2019

AT-RISK AFTERSCHOOL MEALS COMPONENT of the CACFP: (Applicable to those SFAs participating in At-Risk Afterschool Meals)

1. Provide proof that all non-school affiliated at-risk sites are in compliance with all state and local health and safety requirements for certifications.
2. Provide organized, regularly scheduled education or enrichment activities in a structured and supervised environment for children in a nonresidential setting.
3. Provide snack and/or meal at no charge to all children through the age of 18.
4. Receive reimbursement at the applicable free rate for all snacks or meals served. If meals or snacks are served during the school week, service time must be after the school day. Meals/snacks may be served on weekends or during school breaks (not including summer break) and vacations throughout the regular school year.
5. Operate in an attendance area of a school where at least 50% or more of the children are eligible ("area eligible") for free or reduced-price school meals.
6. Operate as a public program or have tax-exempt status under the Internal Revenue Code of 1986 (501c3).
7. Maintain menus for each snack and/or meal service.
8. Maintain daily production records of food prepared and served.
9. Serve meals/snacks in accordance with NSLP meal pattern requirements or CACFP meal pattern requirements.
10. Maintain daily records indicating the number of children in attendance, and all other records required by ADE. The SFA shall not claim more than one (1) meal and more than one (1) snack per child per day. The SFA will claim only snacks/meals served to children age eighteen (18) and under, including children who were eighteen (18) at the beginning of the program year. Schools claiming snack under NSLP, may claim a meal, but cannot claim snacks under At-Risk Meals.
11. Document training sessions for management and staff including dates, locations and topics.
12. All expenses must be allocated to the non-profit school food service account. SFAs may follow the NSLP procurement standards in 7 CFR 210.21 in lieu of CACFP procurement standards at 7 CFR 226.22.
13. Document revenue from participant payments, federal reimbursement, food sales to adults, and donations.
14. Provide adequate supervisory and operational personnel for management and monitoring.



ARIZONA DEPARTMENT OF EDUCATION

Health and Nutrition Services
1535 West Jefferson Street
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FOOD PROGRAM PERMANENT SERVICE AGREEMENT

Revised Summer 2019

15. Conduct site reviews two times per year: the first review should occur during the first four weeks of operation and the second review can occur at any time prior to the end of the school year.
16. Certify that responsible principals are not on USDA's National Disqualification List.

CLEAN AIR/CLEAN WATER ACT COMPLIANCE

(Applicable to SFAs receiving \$100,000 or more in federal funds)

1. The SFA agrees that any facility to be utilized in the performance of this Agreement is not listed on the Environmental Protection Agency ("EPA") List of Violating Facilities (the "List") as of the date of submitting this Agreement.
2. The SFA further agrees that it shall not use any facility on the List in the performance of this Agreement for the duration of the time that any such facility remains on the List.
3. The SFA further agrees to notify the AGENCY if it intends to use in the performance of this Agreement any facilities on the List or learns or knows that the facility being used has been recommended to be placed on the List.
4. The SFA additionally agrees that it shall, in the performance of this Agreement, comply with all requirements of the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Clean Water Act (33 U.S.C. § 1251 et seq.) including the requirements of section 114 of the Clean Air Act and Section 308 of the Clean Water Act and all applicable Clean Air standards and Clean Water standards.
5. The SFA further agrees that it shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738 and EPA regulations found in 40 CFR part 15 (which prohibit the use of facilities on the List). In addition to notifying the AGENCY of facilities to be used which are on the List, SFA also agrees to notify the EPA Assistant Administrator for Enforcement.



ARIZONA DEPARTMENT OF EDUCATION

Health and Nutrition Services
1535 West Jefferson Street
Phoenix, Arizona 85007

FOOD PROGRAM PERMANENT SERVICE AGREEMENT

Revised Summer 2019

CERTIFICATION PAGE

(Applicable to SFAs with governing boards only;
must be completed and signed before signature page.)

INSTRUCTIONS: The following information must be inserted into the Certification Section below.

- (1) County in which the governing board is located.
 - (2) Name of governing board member authorized to sign this certification page.
 - (3) City in which governing board meeting regarding the Food Program Permanent Service Agreement was held.
 - (4) Date of governing board meeting.
 - (5) Legal name of the SFA.
 - (6) Name of designated official who will be signing the Food Program Permanent Service Agreement (same designated official as on line 1 of the signature page of this Agreement).
 - (7) Signature of governing board member (same name as on line (2) of this certification page).
- Please note that a governing board member *cannot* designate himself or herself as the *Designated Official*.

CERTIFICATION

State of Arizona)

County of (1) _____)

I, (2) _____, the duly appointed or elected and qualified

Name of Governing Board Member

member of, and acting on behalf of the governing board, do hereby certify that during a regular meeting held in (3) _____ Arizona, on (4) _____, this governing board, by motion made, seconded and carried, approved and authorized execution of an agreement between the (5) _____ and the State Board of Education (BOARD) for the purpose of participating in the National School Lunch Program, School Breakfast Program, and/or Special Milk Program, for the period beginning July 1, 2019.

(6) _____ has been designated by the governing board to sign this Agreement.

Name of Designated Official

(Cannot be the same as (2) above)

I further certify that this meeting was duly noticed, called and convened and was attended by a majority of the members of the governing board and that approval has not since been altered or rescinded.

(7) _____

Signature of Governing Board Member

(Same as (2) above)



ARIZONA DEPARTMENT OF EDUCATION

Health and Nutrition Services
1535 West Jefferson Street
Phoenix, Arizona 85007

FOOD PROGRAM PERMANENT SERVICE AGREEMENT

Revised Summer 2019

SIGNATURE PAGE

AGREED TO AND SIGNED:

1. _____
(Print or Type Name and Title) (Signature of Designated Official if applicable)
[Same as item (6) on Certification Page]

(SFA) (Date)

Address _____

OTHER AUTHORIZED SIGNERS

2. _____
(Print or Type Name and Title) (Signature)

3. _____
(Print or Type Name and Title) (Signature)

4. _____
(Print or Type Name and Title) (Signature)

FOR OFFICIAL USE ONLY

STATE BOARD OF EDUCATION

(Superintendent of Public Instruction or Designee) (Date)
1535 West Jefferson, Phoenix, Arizona 85007

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

Agenda Item Number – VI-J-2

Agenda Item

Approval of renewal of Affiliation Agreement with ASU School of Social Work for 2026-2027

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

Led by Cristina Delgado, lead Social Worker, Osborn is excited to continue partnering with the ASU School of Social Work so that we may support ASU social work intern during the 2026-27 school year. Ms. Delgado will be the main point of contact in Osborn who will coordinate and assign the students to school sites and projects, which may include whole school SEL teaching, classroom lessons, 1 on 1 counseling, group counseling, being apart of the interdisciplinary team who makes decisions on Tier I,II,III supports, providing resources to our school community and identifying/supporting our McKinney Vento population, completing home-visits as needed, attending IEP meetings and professional development, classroom observations, assisting with the Osborn Open Kitchen (weekend food bags) distribution, and working closely with our behavioral health partners.

In turn, ASU will provide an administrative framework, including designating a faculty member or other representatives to coordinate scheduling, provide course information and objectives, and assist in advising students. In addition, ASU will be responsible for developing and carrying out procedures for student selection and admission.

Legal

Financial

Governing Board Goals

- ☐ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

It is recommended that the Governing Board approve the continued Student Placement Agreement between ARIZONA STATE UNIVERSITY and the Osborn School District.

Moved _____ Seconded _____ P/F

Enter the contact information for the primary point-of-contact person for this agreement. In most cases, it is generally NOT the authorized signature, but rather the person who can provide details on the internship itself.

SPONSOR DETAILS				ASU DETAILS	
Sponsor Name:	Osborn School District			College/School:	Arizona State University
Type of Agreement: (check all that apply)	☒ SPA	☐ Paid SPA	☐ Sponsor's Agrmt.	Program Name:	School of Social Work BSW & MSW
Agreement Term: (maximum 5-year period)	Start Date: 08/08/2022 MM/DD/YYYY	End Date: 08/08/2027 MM/DD/YYYY		Contact Name:	Cynthia Peters
Street Address 1:	226 W. Osborn Rd.			Title:	Manager of Field Education
Street Address 2:				E-mail:	cynthia.peters@asu.edu
City/ST/ZIP:	Phoenix	AZ	85013	TEL:	(602)496-1290
	City	State	ZIP	URL:	http://socialwork.asu.edu/field
Contact Name:	Cristina Delgado, MSW				
Title:	Lead School Social Worker				
E-mail:	cdelgado@osbornsd.org				
TEL:	602-707-2335				
URL:	https://www.osbornnet.org/				

Provide a brief description of the educational opportunity (i.e. what the student will be doing). This description should provide readers with a solid understanding of the academic experience students will receive.

Educational Opportunity:	Located in the heart of Phoenix, Osborn School District is a public school system serving more than 2,800 students. Founded in 1879, Osborn has become one of the most trusted School Districts in Arizona as it serves families from all across Maricopa County. Osborn has four elementary schools, one middle school, one community school, and most recently, an online school called Osborn iSchool. Educational Opportunities: Interns will be able to learn and experience the various hats school social workers have in a school setting. Some of these include but are not limited on: whole school SEL teaching, classroom lessons, 1on1 counseling, group counseling, being apart of the interdisciplinary team who makes decisions on Tier I,II,III supports, providing resources to our school community and identifying/supporting our McKinney Vento population, completing home-visits as needed, attending IEP meetings and professional development, classroom observations, assisting with the Osborn Open Kitchen (weekend food bags) distribution, working closely with our behavioral health partner (Valle Del Sol), and so much more! Schedule: Any week-days from 7:30AM-3:30PM all in-person. Pre-Placement Requirements: background check, drug testing, fingerprint clearance card, TB test, and proof of vaccination.
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STUDENT PLACEMENT AGREEMENT

This Student Placement Agreement ("Agreement") is entered into between the **ARIZONA BOARD OF REGENTS** for and on behalf of **ARIZONA STATE UNIVERSITY** (the "University") and the "Facility" as of the "Start Date."

Start Date: 08/08/2022

FACILITY: Osborn School District
226 W. Osborn Rd.
Phoenix AZ 85013

Signed: DocuSigned by:
Aubree Potter Davis April 7, 2022
DCECTEA20CA1446...
Printed: Aubree Potter Davis
Title: Chief Officer for Learning & Equity

Signed: _____
Printed: _____
Title: _____

Signed: _____
Printed: _____
Title: _____

End Date: 08/08/2027

UNIVERSITY: Watts College of Public Service and Community Solutions
411 N. Central Avenue, Ste 750 Mail Code: 3520
Phoenix AZ 85004-2163

Signed: DocuSigned by:
Cynthia Lietz April 7, 2022
1C5B0A489ADD4EF...
Printed: Cynthia Lietz
Title: Dean

Signed: _____
Printed: _____
Title: _____

Signed: _____
Printed: _____
Title: _____

1. DURATION

The duration, or term, of this Agreement shall be for the designated number of years and months as agreed upon below, not to exceed five (5) years, commencing on the Start Date. This Agreement may be renewed by written agreement of the parties. The parties may revise or modify this Agreement only by a written amendment signed by both parties.

Start Date: 08/08/2022 **End Date:** 08/08/2027

Notwithstanding the above, either party may terminate this Agreement by providing at least thirty (30) days prior written notice to the other party, except that to the extent a student is currently participating in an educational experience contemplated by this Agreement at the time of receipt of the termination notice, the parties shall comply with such applicable provisions in the Agreement to allow such student to complete the educational experience provided such completion does not extend beyond one hundred twenty (120) days from the date of receipt of such notice. The parties may revise or modify this Agreement only by a written amendment signed by both parties

2. GENERAL TERMS

- 2.1. The purpose of this Agreement is to establish a relationship between the University and the Facility to enable an educational experience for students at Facility's site that may qualify for University academic credit as determined by University.
- 2.2. The University and the Facility will agree on a schedule for student participation at the Facility.
- 2.3. The student's participation should complement the service and educational activities of the Facility. The student will be under the supervision of a Facility employee.
- 2.4. Each student is expected to perform with high standards at all times and comply with all written policies and regulations of the appropriate department of the Facility.
- 2.5. Either the Facility or the University may require withdrawal or dismissal from participation at the Facility of any student whose performance record or conduct does not justify continuance.
- 2.6. Neither the University nor the Facility is obligated to provide for the student's transportation to and from the Facility or for health insurance for the student.
- 2.7. A meeting or telephone conference between representatives of the University and the Facility will occur at least once each semester to evaluate the educational program and review this Agreement.
- 2.8. Statements of performance objectives for this educational experience will be the joint responsibility of University and Facility personnel.
- 2.9. Each student must adhere to the Facility's established dress and performance standards.

3. FACILITY'S OBLIGATIONS

- 3.1. Facility agrees to appoint an Educational Coordinator who is responsible for the educational activities and supervision of University students participating under this Agreement.
- 3.2. The Facility agrees to submit to the University an evaluation of each student's progress. The format for the evaluation is established by the University in consultation with the Facility.
- 3.3. The Facility is responsible for the acts and omissions of its employees and agents and must maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of the Facility's employees and agents. The Facility is not responsible for maintaining insurance to cover liability arising from the acts and omissions of the employees and agents of the University. University students are not deemed to be employees of Facility by virtue of this Agreement. Upon written request, Facility will furnish University with proper certificates of insurance evidencing compliance with this section.
- 3.4. Nothing in this Agreement is intended to modify, impair, destroy, or otherwise affect any common law, or statutory right to indemnity, or contribution that the University may have against the Facility by reason of any act or omission of the Facility or the Facility's employees and agents.

4. UNIVERSITY'S OBLIGATIONS

- 4.1. The University will provide an administrative framework, including designating a University faculty or other representatives to coordinate scheduling, provide course information and objectives, and assist in advising students.
- 4.2. The University will be responsible for developing and carrying out procedures for student selection and admission.
- 4.3. The University is responsible for the negligent acts and omissions of its employees and agents and maintains insurance coverage through the State of Arizona's Risk Management Division self-insurance program to cover liabilities arising from the acts and omissions of the University's employees, students, and agents participating under this Agreement, except as provided for in Arizona law, including Arizona Revised Statutes (ARS) [ARS §12-820.05](#) and [41-621\(L\)](#). The University is not responsible for maintaining insurance coverage for liability arising from the acts and omissions of the Facility's employees and agents. Upon written request, University will furnish Facility with reasonable documentation evidencing compliance with this section.

5. UNIVERSITY AND STATE REQUIRED PROVISIONS

- 5.1. **Nondiscrimination.** The parties will comply with all applicable laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**
- 5.2. **Conflict of Interest.** If within 3 years after the execution of this Agreement, Facility hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Agreement, then ASU may cancel this Agreement as provided in Arizona Revised Statutes (ARS) § 38-511.
- 5.3. **Arbitration in Superior Court.** The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133. ARS § 12-1518 requires this provision in all ASU contracts.
- 5.4. **Records.** To the extent required by ARS § 35-214, the non-ASU parties to this Agreement (jointly and severally, Facility) will retain all records relating to this Agreement. Facility will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of this Agreement and for 5 years after the completion of this Agreement. The records will be provided at ASU in Tempe, Arizona, or another location designated by ASU on reasonable notice to Facility.
- 5.5. **Failure of Legislature to appropriate.** In accordance with ARS § 35-154, if ASU's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to Facility and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

5. UNIVERSITY AND STATE REQUIRED PROVISIONS

5.6. Privacy; Educational Records. Student educational records are protected by the U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ([FERPA](#)). Facility will not require any ASU students or employees to waive any privacy rights (including under FERPA or the European Union's General Data Protection Regulation ([GDPR](#))) as a condition for receipt of any educational services, and any attempt to do so will be void. Facility will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from ASU or as otherwise provided by law. If this Agreement contains a scope of work or other provision that requires or permits Facility to access or release any student records, then, for purposes of this Agreement only, ASU designates Facility as a "school official" for ASU under FERPA, as that term is used in FERPA and its implementing regulations. In addition, any access or disclosures of student educational records made by Facility or any Facility Parties must comply with ASU's definition of legitimate educational purpose in [SSM 107-01: Release of Student Information](#). If Facility violates the terms of this section, Facility will immediately provide notice of the violation to ASU.

5.7. Advertising, Publicity, Names and Marks. Facility will not do any of the following, without, in each case, ASU's prior written consent: (i) use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU ([ASU Marks](#)) for any reason, including online, advertising, or promotional purposes; (ii) issue a press release or public statement regarding this Agreement; or (iii) represent or imply any ASU endorsement or support of any product or service in any public or private communication. Any permitted use of ASU Marks must comply with ASU's requirements, including using the ® indication of a registered mark.

5.8. Title IX. Title IX protects individuals from discrimination based on sex, including sexual harassment. ASU fosters a learning and working environment built on respect and free of sexual harassment. [ASU's Title IX Guidance](#) is available online. Facility will: (i) comply with ASU's Title IX Guidance; (ii) provide ASU's Title IX Guidance to any Facility Parties reasonably expected to interact with ASU students or employees, in person or online; and (iii) ensure that all Facility Parties comply with ASU's Title IX Guidance.

6. MISCELLANEOUS

6.1. Neither party shall have the right to assign this Agreement without the prior written consent of the other party.

6.2. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement shall be governed by the laws of Arizona, the courts of which state shall have jurisdiction over its subject matter.

6.3. The individual signing on behalf of Facility hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of Facility and that this Agreement is binding upon Facility in accordance with its terms.

6.4. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

Agenda Item Number – VI-J-3

Agenda Item

Renewal of Agreement with Arizona Dept. of Homeland Security, Cyber Readiness Program

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

The State of Arizona has been awarded funding to provide cyber resources to local and tribal government entities in Arizona. AZDOHS selects, procures, and funds one or more cyber readiness products offered through the Cyber Readiness Program.

Available resources currently include:

Anti-Phishing / Security Awareness Training (SAT)
Advanced Endpoint Protection (AEP)
Converged Endpoint Management (XEM)
Multi-Factor Authentication (MFA)
Web Application Firewall (WAF)

To provide these resources, the State is reaching out to local and tribal government entities that do not currently utilize one or more of the resources listed above. Priority will be given to smaller and less- resourced organizations in the order of when requests are received.

Legal

Financial

Governing Board Goals

- ☐ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

It is recommended that the Governing Board renew the agreement of Osborn School District with ADOHS Cyber Readiness Program 26-27sy as presented..

Moved _____ Seconded _____ P/F

Agreement
Between
The State of Arizona Department of Homeland Security
And
Osborn School District (each, a "Party")

Recitals:

- a. State of Arizona Department of Homeland Security (hereinafter "AZDOHS") is an agency of the State of Arizona and operating pursuant to Title 41 of the Arizona Revised Statutes.
- b. Osborn School District (hereinafter "Osborn SD") is a political subdivision of the State of Arizona.
- c. AZDOHS, pursuant to Arizona Revised Statutes (hereinafter "ARS") 41-4282, is responsible for the State of Arizona's enterprise cyber security strategy, manages the Statewide Cyber Readiness Program (hereinafter "Program"), and possesses certain skills, tactics, techniques and procedures and other Confidential Information pertaining to certain cyber readiness operations and the administration thereof as further defined in this Agreement (hereinafter, "Agreement"), which AZDOHS desires to share with Osborn SD and/or use to aid Osborn SD and its cyber operations, pursuant to the direction of the Governor of the State of Arizona. AZDOHS selects, procures, and funds one or more cyber readiness products which may change over time depending on the evolution of cyber security requirements (hereinafter "Products") offered through the Program. AZDOHS desires to assist Osborn SD in Osborn SD's use of one or more of the Products, as outlined in this Agreement, which will benefit Osborn SD's cyber operations.
- d. Osborn SD has opted to participate in the Program, to deploy and operationalize one or more of the Products, and desires to work with AZDOHS and is seeking assistance from AZDOHS regarding skills, tactics, techniques, and procedures pertaining to the Products, as outlined in this Agreement, which also will benefit AZDOHS.

Based upon the mutual promises contained in this Agreement, the Parties hereby agree to be bound as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby made terms of this Agreement.

2. Definitions.

- a. **Disclosing Party.** A Party to this Agreement, including directors, officers, employees, agents or representatives (collectively, "Representatives"), that discloses Confidential Information to the Receiving Party.
- b. **Receiving Party.** A Party to this Agreement, including its Representatives, that receives Confidential Information from the Disclosing Party.
- c. **Transaction.** Any interaction between the Parties undertaken pursuant to this Agreement regarding a specific cybersecurity event or incident, or the sharing of information about those events.
- d. **Confidential Information.** Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. Confidential Information is any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including but not limited to:

i. Information relating to the Program, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the

Parties' cyber security measures whether or not such cyber security measures are a part of the Program, including but not limited to the skills, tactics, techniques and procedures associated with the Program;

ii. Information relating to the Products, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program, including but not limited to information obtained from or through a governmental or private entity providing one or more Products to the Parties to this Agreement and including but not limited to proprietary information belonging to such governmental or private entity.

iii. Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program;

iv. Any concepts, reports, data, know-how, tactics, techniques, procedures, works-in progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program;

v. Any internal data, user id's, passwords, configuration settings, infrastructure design, non-public employee information, personal identifiable information, or any other data maintained by a Disclosing Party to fulfill any of its functions, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program; and

vi. Any other information that should reasonably be recognized as confidential information of the Disclosing Party, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program.

3. Purpose. The purpose of this Agreement is to establish policies and procedures under which AZDOHS will provide Products to Osborn SD and assist Osborn SD with its participation in the Program. In furtherance of this purpose, the Parties further agree:

a. That the Products will be provided to Osborn SD as a hosted solution in a multi-customer environment. AZDOHS personnel will have administrative access to the Product(s) to provide deployment and operational support to Osborn SD.

b. That AZDOHS personnel with administrative access to the Product(s) will protect administrative credentials against unauthorized use and access by employing protection measures in compliance with State of Arizona Statewide Information Security Policies, Standards, and Procedures (available at <https://azdohs.gov/information-security-policies-standards-and-procedures>). Documentation of this will be provided by AZDOHS to Osborn SD upon request.

c. That any Products and Product licenses and support provided by AZDOHS other than in response to a request under the Arizona Mutual Aid Compact will be funded by AZDOHS and shall be provided to Osborn SD at no cost to Osborn SD and with no requirement for reimbursement from Osborn SD.

4. Scope of Products and Assistance. Osborn SD and AZDOHS intend to work together, and AZDOHS will provide Products, Product licenses, and related assistance to Osborn SD as set forth in Exhibit A to this Agreement. The Parties further agree that:

a. Additional exhibits or modifications and amendments to Exhibit A may be executed in the future. Any such changes will be made in accordance with Section 13 of this Agreement.

b. Osborn SD shall not request, and AZDOHS shall not provide, any services not in compliance with all State and Federal laws regulating the access to, and utilization of, cyber information.

c. Osborn SD and AZDOHS understand that AZDOHS will only access and/or make changes to the Products offered to Osborn SD and/or Product modifications which impact the Osborn SD with prior notification.

d. The Parties acknowledge that both Parties' records are subject to Arizona public records law and agree that in the event that either Party receives a public records request, subpoena, or other request or demand for records relating to the matters addressed in this Agreement, (1) the Party receiving the public records request, subpoena, or other request or demand for such records shall immediately notify the other Party and provide the other Party with a copy of the public records request, subpoena, or other request or demand for such records; and (2) the Parties shall communicate and cooperate with each other in responding to and/or resisting the public records request, subpoena, or other request or demand for such records, except that each Party shall retain the right to assert its own independent position on whether a record or portion of a record should or should not be produced. The Parties further agree:

i. AZDOHS may review alerts, statistical data, and other data collected to support the Program.

ii. Osborn SD agrees that AZDOHS may report summary Program metric data to State executive leadership for the purposes of demonstrating the effectiveness and completeness of implementation of the Program.

iii. Osborn SD agrees that AZDOHS may report aggregated and anonymized information (including but not limited to threat intelligence and technical indicators) to other AZDOHS strategic partners for the purposes of information sharing and furthering the mission of AZDOHS and the Program.

e. Osborn SD will permit AZDOHS personnel access to Osborn SD's systems and information as AZDOHS deems necessary. AZDOHS agrees to access Osborn SD's systems only with prior notification to Osborn SD and solely for serving the purposes of the Program.

5. Obligations Specific to Osborn SD. Osborn SD understands and acknowledges that participation in the Program is voluntary. The Parties agree that Osborn SD will:

a. Assign primary technical and executive Points of Contacts ("POCs") for coordination with AZDOHS regarding all Products, Product licenses, and related assistance as set forth in this Agreement. The Osborn SD's technical POCs will coordinate with AZDOHS for Osborn SD's participation in the Program including but not limited to deployment and operation of the Products. Osborn SD shall report to AZDOHS any change in the POCs' identity or the POCs' contact information in a timely manner.

b. Utilize Products and the Program to reduce Osborn SD's cybersecurity risk, and reasonably collaborate with AZDOHS and other participating agencies to improve the Program.

c. Make consistent progress with deployment of the Products and licenses and will maintain regular and open communications with AZDOHS as appropriate. Failure to communicate with AZDOHS is grounds for AZDOHS to reallocate Osborn SD's Product licenses to other Program participants.

d. Participate in surveys and provide feedback to AZDOHS to improve the Program.

e. Comply with all end user license agreements required by the Product manufacturers.

f. Agree that any additional add-on options for Products, not already available under the Product portfolio, must be approved by the Arizona State and Local Cybersecurity Program Planning Committee (hereinafter "Committee"). The Committee will include representatives from Arizona local governments, tribal governments, and K-12 public school districts. The mission of the Committee will be to ensure greatest value for the Program participating agencies, approve annual purchases, authorize changes to the portfolio of services offered, oversee operations, and suggest improvements to the Program. The Osborn SD is solely responsible for the funding, procurement, and implementation of all such add-on options.

g. Be permitted to disclose the following items to any person at any time:

- i. The fact that Osborn SD has entered into this Agreement and the details of this Agreement.
- ii. A description of Osborn SD's participation in the Program as stated in this Agreement.

6. Obligations Specific to AZDOHS. AZDOHS, under direction of the Governor of the State of Arizona, has the mission to assist Arizona local governments, tribal governments, and K12 public school districts to reduce cybersecurity risk and to reduce the impact of cyber-attacks. AZDOHS accomplishes this mission, in part, through the Program. Accordingly, the Parties agree that AZDOHS will:

- a. Establish a governance program for the Program, to be overseen by the Committee.
- b. Make efforts to maintain current, and identify future, funding sources to continue purchasing and maintaining the Program and Products.
- c. If funding is discontinued, AZDOHS will make efforts to ensure Osborn SD has time to plan for a transition of cybersecurity services.
- d. Conduct all procurements relating to the subject matter of this Agreement unless otherwise provided in Section 5(f).
- e. Communicate to Osborn SD all significant changes to the Program that could affect Osborn SD.
- f. Acknowledge that data created by or transferred to Osborn SD's Product environment is owned by Osborn SD. AZDOHS will provide Osborn SD's data to Osborn SD upon termination of this Agreement and participation in the Program as feasible.
- g. Communicate system changes to the Product to the Committee and to Osborn SD 48 hours prior to the change being made, with exception that in the event of an emergency, AZDOHS will make efforts to communicate, but will make emergency changes without prior communication if AZDOHS determines this is necessary.

h. Communicate changes to Osborn SD's Product environment and related information to Osborn SD 48 hours prior to the change being made, with exception that in the event of an emergency, AZDOHS will make efforts to communicate, but will make emergency changes without prior communication if AZDOHS determines this is necessary.

i. Notify Osborn SD in writing promptly upon the discovery of a system breach or other unauthorized access and/or change to Osborn SD's Products, but in no case later than 48 hours after discovery of a breach or other unauthorized access.

j. Make efforts to assist Osborn SD with its regulatory compliance requirements in relation to the Products.

7. Use of Confidential Information. A Receiving Party agrees to use Confidential Information solely in connection with the Program and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party.

8. Disclosure of Confidential Information. A Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will:

a. Except as provided in Sections 4(d) and 5(g) of this Agreement, limit disclosure of any Confidential Information to only those within its control (i) who have executed a Non-Disclosure Agreement protecting Confidential Information to at least the same extent as this Agreement and (ii) who have a need to know such Confidential Information in connection with the relationship between the Parties under this Agreement. Each Non-Disclosure Agreement between a Party to this Agreement and a third-party shall include language providing that (a) the Party to this Agreement signing a Non-Disclosure Agreement with a third-party shall immediately provide a copy of that Non-Disclosure Agreement to the other Party to this Agreement, and (b) either Party to this Agreement shall have the right to enforce that Non-Disclosure Agreement with that third-party.

b. Advise its personnel and representatives of the confidential nature of Confidential Information and of the obligations set forth in this Agreement.

c. Be under no obligation with respect to any Information:

i. Which is, at the time of disclosure, available to the general public; or which at a later date becomes available to the general public through no fault of Receiving Party, but only after that later date;

ii. Which Receiving Party can demonstrate was in its possession before receipt of the information from Disclosing Party, which can be proven by written records or other competent evidence;

iii. Which was developed independently by Receiving Party without reference to the information provided by Disclosing Party;

iv. Which is disclosed to Receiving Party without restriction on disclosure by a third-party who has the lawful right to disclose such information;

v. Which is required to be disclosed pursuant to any applicable law or regulation, or pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or similar method, except as provided in Section 4(d) of this Agreement.

9. Return of Confidential Information. Receiving Party shall immediately return and redeliver to the other Party all tangible material embodying Confidential Information received hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of:

- a. The completion or termination of the dealings between the Parties contemplated hereunder;
- b. The termination of this Agreement; or,
- c. At such time as the Disclosing Party may so request.

Provided however that the Receiving Party may retain such of its records as is necessary to enable it to comply with its record retention obligations and policies.

10. Notice of Breach. Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

11. Limitation of Agreement. The Parties agree that neither Party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. This Agreement does not create a joint venture or partnership between the Parties.

12. Term. This Agreement shall commence on the date of the last signature herein below, and shall end ten (10) years from such date, unless terminated or extended as set forth in Section 14 of this Agreement.

13. Modifications to this Agreement. Any amendments or changes to this Agreement, including but not limited to amendments or changes to Exhibit A hereto, must be in writing and signed by authorized representatives of both Parties.

14. Termination. Either Party may terminate this Agreement by giving 30 days written notice to the other Party. Such termination notice period shall not commence until receipt of the written notice by the other Party. Access to systems will not be terminated by either Party without prior agreement of both Parties.

15. Disclaimer of Liability. In no event shall the State of Arizona, AZDOHS, the Program or their employees, members, agents, servants, independent contractors or suppliers be liable to Osborn SD or any third parties affected by the actions taken by AZDOHS pursuant to this Agreement for any damages of any kind whatsoever, including, but without limitation, damages for loss of profits, business interruption, loss of information, disclosure of confidential or private information, or other losses, including pecuniary loss arising out of training conducted pursuant to this Agreement or for special, indirect, consequential, incidental, or punitive damages however caused, and regardless of the theory of liability.

16. Warranty. Each Party warrants that it has the right to make the disclosures called for under this Agreement. NO OTHER WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER. The Parties acknowledge that although they shall each endeavor to include in Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the Parties understand that no representation or warranty as to the accuracy or completeness of Confidential Information is being made by either Party as the Disclosing Party. Neither Party hereto shall have any liability to the other Party or to the other Party's Representatives resulting from any use of

Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

17. Severability. In the event that any provision or Section herein is held invalid or unenforceable, the remaining provisions and Sections shall remain in full force and effect.

18. No Indemnification. Neither Party shall indemnify or hold harmless the other Party.

19. Funding. Every obligation of AZDOHS under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the Legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by AZDOHS or Osborn SD at the end of the period for which funds are available. No liability shall accrue to AZDOHS or any other agency of the State of Arizona in the event this provision is exercised, and neither AZDOHS nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

20. Conflict of Interest. The requirements of ARS § 38-511 apply to this Agreement. Either Party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of that Party is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of the other Party with respect to the subject matter of this Agreement.

21. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws provisions.

22. Dispute Resolution. The Parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS § 12-1518, except as may be required by other applicable statutes.

23. Forum. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.

24. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any other written or oral agreement between the Parties with respect to the subject matter of this Agreement.

25. Rule of Construction. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement.

26. Further Actions. Each Party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

27. Compliance with All Applicable Law. The Parties agree to comply with all federal, state or local laws, rules or regulations applicable to the subject matter of this Agreement.

28. Independent Status. The Parties are independent contractors, and nothing contained in this Agreement creates a relationship of partnership, joint venture, agency, or employment between the Parties or any of their employees, officers, agents, or contractors.

29. Execution. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute a single instrument. A signature on a counterpart may be made by facsimile or otherwise electronically transmitted, and such signature shall have the same force and effect as an original signature. Further, this Agreement may be retained in any electronic format, and all electronic copies thereof shall likewise be deemed to be an original and shall have the same force and effect as an original copy of this Agreement.

30. No Third-party Beneficiaries. This Agreement will inure exclusively to the benefit of and be binding upon AZDOHS and Osborn SD as the only parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the Parties hereto or their respective successors and assigns, any rights, remedies, obligations, or liabilities.

31. Separate Responsibility. Except as expressly provided in this Agreement, each Party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other Party and the results thereof. In the event that either Party becomes aware of any claim made by or expected from a claimant against a Party to this Agreement, which claim relates to the subject matter of this Agreement, that Party will immediately notify the other Party, and the Parties will share all information regarding such matter and cooperate with each other in addressing the matter.

32. Waiver. Any failure by either Party to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. It is expressly agreed that in the execution of this Agreement, no Party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

33. Assignment. Neither Party may directly or indirectly assign or transfer its rights and/or obligations under this Agreement by operation of law or otherwise without the prior written consent of the other Party.

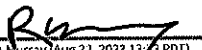
34. Force majeure. The Parties shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

35. Publicity. No Party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other Party without the prior written consent of that Party.

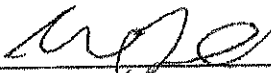
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the _____ day of _____, 20_____.

Arizona Department of Homeland Security

Osborn School District


Ryan Murray (Aug 22, 2023 13:23 PDT)

Signature



Signature

Ryan Murray Name

Deputy Director Title

Aug 22, 2023 Date

Michael Robert, Ed.D. Name

Superintendent Title

Date

10966925.2

Agreement
Between
The State of Arizona Department of Homeland Security
And
Osborn School District (also referred to as "Osborn SD")

EXHIBIT A

Products provided by AZDOHS to Osborn SD under this Exhibit A are as follows:

Products	Description
Advanced Endpoint Protection / Endpoint Detection & Response	Advanced Endpoint Protection (AEP) is next-generation antivirus protection that leverages artificial intelligence and machine learning to identify malware before it executes. Endpoint Detection and Response (EDR), also referred to as endpoint detection and threat response (EDTR), is an endpoint security solution that continuously monitors end-user devices to detect and respond to cyber threats like ransomware and malware.
Anti-Phishing / Security Awareness Training	Anti-phishing training provides employees with examples of how to spot phishing attempts and suspicious emails requesting sensitive information from users or infecting systems with malware. This includes sending emails to employees with fake links, mimicking real phishing attempts from outside threats. Employees who click on simulated links will be prompted to complete security awareness training. Security Awareness Training (SAT) features user-friendly online training courses that cover the latest cybersecurity best practices to educate employees on how to keep data and devices safe.
Converged Endpoint Management	Converged Endpoint Management (XEM) platforms provide unrivaled access to real-time asset visibility and the ability to patch at scale with certainty (including devices that are on or off-network or VPN). XEM brings IT Operations, Security, and Risk Management teams together – with a single platform for complete visibility, control, and trust in IT decision-making.
Multi-Factor Authentication	Multi-Factor Authentication (MFA) is a security system that requires more than one method of authentication to verify a user's identity for a login or other transaction. Categories for authentication may include knowledge (something a user knows), possession (something a user has), and inherence (something a user is). MFA provides an extra layer of security to prevent unauthorized access to systems.
Web Application Firewall	Web Application Firewall (WAF) is an application firewall for HTTP applications. It applies a set of policies to help protect web applications from common web exploits that could affect an application's availability and compromise data.

10724554.2

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

Agenda Item Number – VI-J-4

Agenda Item

Approval of renewal of agreement with AzAC 26-27

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

The Arizona Assessment Collaborative (AzAC) is comprised of a group of school districts who work together in the area of assessment to accomplish collaboratively what none of them can do alone. The group was founded in 1997 with Osborn being one of the original members that now includes sixteen other districts. The districts in the Collaborative have shared goals, including collaborating in the areas of assessment and professional development to provide quality, cost-effective assessment programs and professional development opportunities to help districts make informed decisions about improving classroom instruction and providing high-quality education to all students; and providing services to the districts to improve the effectiveness of assessments, conserve resources, and reduce procurement costs. Osborn's participation in the Collaborative is reviewed annually.

Legal

Financial

Membership fees of \$1,014.00 out of M&O

Governing Board Goals

- ☐ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

It is recommended that the Governing Board approve the renewal of participation in the updated Arizona Assessment Collaborative Intergovernmental Agreement for 2026/2027.

Moved _____ Seconded _____ P/F

ARIZONA ASSESSMENT COLLABORATIVES

INTERGOVERNMENTAL AGREEMENT

2026-2027

This Arizona Assessment Collaborative Intergovernmental Agreement (this "Agreement") is entered by and among the following school districts (each individually, a "Party," and together, the "Parties") and forms the Arizona Assessment Collaborative ("AzAC"):

1. Alhambra Elementary School District No. 68
2. Avondale Elementary School District No. 44
3. Buckeye Elementary School District No. 33
4. Cartwright Elementary School District No. 83
5. Creighton Elementary School District No. 14
6. Dysart Unified School District No. 89
7. Fowler Elementary School District No. 45
8. Glendale Elementary School District No. 40
9. Higley Unified School District No. 60
10. Humboldt Unified School District No. 22
11. Isaac Elementary School District No. 5
12. Laveen Elementary School District No. 59
13. Litchfield Elementary School District No. 79
14. Littleton Elementary School District No. 65
15. Madison Elementary School District No. 38
16. Marana Unified School District No. 6
17. Maricopa Unified School District No. 20
18. Mesa Unified School District No. 4
19. Osborn Elementary School District No. 8
20. Paradise Valley Unified School District No. 69
21. Pendergast Elementary School District No. 92
22. Phoenix Elementary School District No. 1
23. Phoenix Union High School District No. 210
24. Roosevelt Elementary School District No. 66
25. Saddle Mountain Elementary School District No. 90
26. Tolleson Elementary School District No. 17
27. Tolleson Union High School District No. 214
28. Washington Elementary School District No. 6

RECITALS

A. The Western Maricopa Collaborative was formed in the fall of 1997, comprised of twelve school districts in western and central Phoenix, and was a predecessor organization to AzAC.

B. Arizona Revised Statutes ("A.R.S.") §§ 11-952, 15-342, and 15-213, and Arizona Administrative Code ("A.A.C.") R7-2-1191 authorize the Parties to contract for services or jointly exercise their common powers.

C. AzAC is a group of school districts that wish to jointly exercise their respective powers to accomplish collaboratively what none can do alone.

D. The Parties have shared goals, including (1) collaborating in the areas of assessment and professional development to provide quality, cost-effective assessment programs and professional development opportunities to help the Parties make informed decisions about improving classroom instruction and providing high-quality education to all students, and (2) providing services to the Parties to improve the effectiveness of assessments, conserve resources, and reduce procurement costs.

E. This Agreement will serve both goals and is entered pursuant to A.R.S. §§ 11-952, 15-342, and 15-213, and A.A.C. R7-2-1191.

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, of the mutual promises in this Agreement, and of the mutual benefits to result therefrom, the Parties agree as follows:

AGREEMENT

1. **Purpose.** The Parties are committed to providing quality, cost-effective assessment programs and professional development opportunities that allow each Party to make informed decisions to improve instruction in their classrooms. These programs and opportunities are imperative to providing high-quality education to all students. This Agreement provides joint and cooperative services to the Parties, including but not limited to:
 - a. Development of high-quality, technically sound assessments based on the Arizona Academic Standards.
 - b. Production of test materials and score reports
 - c. Provision of data analysis, including the generation and use of assessment results to monitor the curriculum to improve teaching and learning.
 - d. Implementation of professional development.
 - e. Procurement of materials, supplies, equipment, consulting, and contracted services.
 - f. Establishment of program budget to facilitate AzAC activities.
 - g. Employment of temporary or part-time personnel.
2. **Governance.** The AzAC shall have a governing body called the AzAC Executive Board (the "Board").
 - a. The Board will consist of the Parties' designated representative(s), with each Party being entitled to one vote. The Board shall decide issues and take action by a majority vote. Other educational and governmental agencies may attend meetings but will have no voting rights.
 - b. The Board will select a chairperson responsible for establishing meetings, schedules, agendas, and necessary record-keeping.
 - c. Under the auspices of this Agreement, the Board shall approve all programs and activities prior to implementation and shall approve all expenditures incurred for all

- contracted services to accomplish the goals established by the Board. The Board shall exercise all decision-making powers regarding the implementation of this Agreement.
- d. The Board will adopt a revenue budget and a fee schedule.

3. Remedies.

- a. The exercise of any rights or remedies by the Fiscal Agent (defined below) shall be at the election of the Fiscal Agent and be the exclusive obligation of the Fiscal Agent.
- b. As required by A.A.C. R7-2-1192(2), the exercise of any rights or remedies by a Party under this Agreement shall be the exclusive obligation of such Party.
- c. As required by A.A.C. R7-2-1192(4), a Party's failure to secure performance from a vendor per the terms and conditions of its purchase order does not necessarily require any other Party to exercise its own rights or remedies.

4. Duration. This Agreement commences on July 1, 2026, and terminates on June 30, 2027. The Parties' commitments and obligations are in effect for the entire duration of this Agreement.

5. Termination. If a Party terminates its participation in the AzAC, this Agreement shall terminate for that Party only. Any Party may terminate this Agreement by giving 60 days' written notice to Madison and paying all amounts the terminating Party owes under this Agreement. If a Party fails to comply with the terms of this Agreement, the remaining Parties may, upon their mutual written consent, expel the noncompliant Party, provided such remaining Parties are in compliance with this Agreement and all payment terms hereunder may.

6. Finance and Budget of AzAC.

- a. Fiscal Agent. Madison Elementary School District No. 38 ("Madison" or "Fiscal Agent") shall be the fiscal agent for the AzAC and assume the responsibility of procuring services and goods for the AzAC in accordance with the School District Procurement Code (A.A.C. R7-21001, *et seq.*).
 - i. Madison's governing board shall, in its sole discretion and determination, employ the personnel needed to provide the services and activities necessary to effectuate the purposes of this Agreement, the costs of which will be equally divided amongst the Parties and paid to the Fiscal Agent as reimbursement.
 - ii. The Parties agree to equally divide the cost of and annually reimburse Madison for the administrative and other working costs Madison incurs to make purchases, obtain legal advice, and manage AzAC projects ("Administrative Fees"). Madison shall provide a written invoice outlining each Party's respective share of the Administrative Fees, and each Party shall pay such amounts no later than June 30 each year.
 - iii. Madison agrees to be responsible for all accounting, audit, and contracted services required by this Agreement, including the following duties and responsibilities:
 - 1. Establishment of the Operational Fund to equal a \$1,000 base membership fee plus \$00.01 per student based on Average Daily Membership, per previous year 40th day (October 1) ADM in grades K – 12 for each Party.

2. Preparation and distribution of normal and customary financial reports and provide copies of the same to the Board.
 3. Control of all accounting functions and activities, including maintenance of records, revenue, and disbursements.
 4. Administration of all bidding and purchasing of supplies and equipment in conformity with all applicable statutes and regulations governing such activities.
 5. Reimbursement of personnel expense for performance of AzAC services in accordance with the Party's hourly rate of pay for the employee performing the service.
- b. Operational Fund. The Parties shall contribute funds to an operational fund in the amounts set forth in **Appendix D**, a copy of which shall always be available to the office of the Fiscal Agent (the "Operational Fund"). Such amounts are determined annually by the Board and administered by the Fiscal Agent.
 - c. Payment. Madison will pay for services and bill each Party the amounts set forth in **Appendix D**. Such amounts shall be paid to Madison within 30 days of receipt of the invoice.
 - d. Payments for Goods and Services. Madison will make timely payments for procured goods and services received in accordance with the terms and conditions of such procurements.
 - e. Reimbursements.
 - i. Fiscal Agent. The Parties authorize Madison to retain 3.5% of the total yearly Operational Fund (dues collected for that fiscal year) as reimbursement for serving as the AzAC Fiscal Agent.
 - ii. Employee Participation. AzAC will reimburse Parties for their employees' participation in AzAC projects as set forth in the AzAC Reimbursement Process attached hereto as **Appendix F**.
 - f. Cash Balances. Yearly disposition of cash balance shall be calculated as follows:
 - i. Cash balance may be expended in a manner consistent with the purpose of this Agreement upon approval of the Board.
 - ii. Parties shall receive their pro rata share of the remaining cash or be credited that amount for the next fiscal year, after all encumbrances and obligations have been paid, using the same percentage of the total revenue that each Party contributed. Upon approval of the Board, the remaining cash balance may also be carried forward to the next fiscal year.
 - g. Fulfillment of Financial Obligations. A major advantage of AzAC membership is the reduction of costs for the group's projects and professional development events. Each Party pays for its costs directly to the vendor. The cost of the product or service for the Parties depends on each Party meeting its financial obligations in a timely manner. Each Party's financial obligations include
 - i. Periodic in-kind sharing of costs for participating in voluntary professional development activities.
 - ii. Sharing the cost of AzAC projects. A single Party's share of such costs shall not exceed the amount the Party contributes to the AzAC Operational Fund.
 - iii. Fulfilling financial obligations in a timely manner.
7. Dissolution of the AzAC. The AzAC may be dissolved at any time by a majority vote of the Board. Dissolution shall have the effect of terminating this Agreement for all Parties. Dissolution shall not be effective until all existing financial obligations are satisfied. If the Board votes to dissolve the AzAC, all real and personal property (e.g., intellectual property) shall be promptly sold according to the procedures set forth in the School District Procurement Rules, and any funds remaining after

all financial obligations are satisfied shall be returned to the Parties in proportion to each Party's financial contribution during the fiscal year in which dissolution occurs.

8. Withdrawal from the AzAC. A Party may withdraw from the AzAC and cease to be a party to this Agreement at the end of any fiscal year, provided that the Party provides written notice thereof to Madison at least 60 days' prior to the end of the then-current fiscal year. A Party that withdraws from the AzAC is not entitled to a return of any funds it has contributed, except that if a cash balance remains at the end of the fiscal year in which the Party withdrew and that balance is disbursed to the Parties, the withdrawn Party shall receive its pro rata share of such disbursement.
9. AzAC Assessments and Access to Assessments.
 - a. Assessment Item Bank. Since the fall of 2000, the AzAC has developed several assessments. The Parties shall have access to AzAC products, including test booklets, teacher test administration manuals in English and Spanish, answer sheets, and AzAC Item Banks, which are accessible through AzAC-designated cloud-based storage. A list of assessments is available to each Party.
 - b. Access to AzAC Products. The AzAC has focused its assessment development work in the areas of reading, mathematics, writing, science, and English language acquisition. Each Party agrees to use the assessment materials according to the assessment purposes and testing conditions for which the tests were designed. Each Party agrees to contribute its assessment results to AzAC's database. Development contributions have included one or more of the following:
 - i. The involvement of teachers and district curriculum consultants in the assessment development process (basic requirement).
 - ii. The cost of developing score reports and other testing materials.
 - iii. The production of camera-ready tests for printing booklets.
 - c. Use of the Assessments and Materials. The AzAC designed the assessments and administration materials to be used for the summative, formative, and diagnostic purposes indicated. They should be used for these purposes and administered under the testing conditions for which they were designed. The AzAC intends to continue creating new assessments in the future and reserves the right to provide those assessments to the Parties. The Parties shall also have access to general assessment support resources and other similar written materials.
 - d. Test Security. The same test security procedures used for the State assessments will be observed. Any test security violations should be reported promptly in writing to Madison.
 - e. AzAC Database. To help develop assessment achievement benchmarks, the AzAC has developed a database of test results from Parties that administer the assessments ("data pool"). The data are analyzed, and results are reported in an aggregate de-identified format. The Parties shall have access to the anonymized data in the data pool.
10. Data Privacy and Security. The Parties agree to ensure the adequate physical security, network/machine security, and application security of any Personally Identifiable Information provided or maintained under this Agreement. To effectuate these provisions, each Party agrees to limit access to the data provided under this Agreement only to those authorized persons who have a legitimate interest in the data and maintain all data received pursuant to this Agreement securely, separate from all other data files, and not copy, reproduce, or transmit any such data. The Parties shall list such authorized persons on the Data Custodians sheet attached hereto as **Appendix C.**

11. Requests for Student-Identifiable Information. The Parties may submit for Board approval a request for student-identifiable information using the Criteria for Data Sharing form attached hereto as **Appendix B**.
12. Assignments. No part of this Agreement may be assigned to any agency not a party to this Agreement without the written consent of all the Parties.
13. Entire Agreement. This Agreement contains the Parties' entire understanding. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made only in writing and signed by the Parties. This Agreement may be signed individually by each Party in separate counterparts and such signatures shall be construed to include the entire Agreement among and between the Parties.
14. Severability. The Parties agree that should any part of this Agreement be held to be invalid or void, the remainder shall remain in full force and effect and shall be binding on the Parties.
15. Conflict of Interest Cancellation. Per A.R.S. § 38-511, the Parties acknowledge and agree that any Party may, within three years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of any Party is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other Party in any capacity or a consultant to any other Party with respect to the subject matter of this Agreement.
16. Governing Law. This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.
17. Resolution. If there is a dispute, which is the subject of mandatory arbitration provisions of A.R.S. § 12-133, the Parties shall submit the matter to binding arbitration in compliance with A.R.S. § 12-1518.
18. Conflict Waiver. The Parties acknowledge they are aware that the same attorney may be chosen as the attorney for other Parties. The signing Party acknowledges that it is aware of a potential conflict of interest, which may arise by virtue of these attorneys' representation of other Parties and waives such potential conflict. The Parties employing the same attorney or firm understand and agree that should an actual conflict arise out of the terms of this Agreement, the attorney and firm shall be unable to represent either Party in the dispute.
19. E-Verify, Records, and Audits. To the extent applicable under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). The Parties each retain the legal right to randomly inspect the papers and records of the other Parties and the other Parties' subcontractors who work under this Agreement to ensure that the other Parties and their subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other Parties. Each Party and its respective subcontractors shall cooperate with the other Parties' random inspections, including granting the inspecting Party entry rights onto their respective

properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

20. No Boycott of Israel. By entering into this Agreement, the Parties certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a "boycott" of goods or services from Israel, as that term is defined in A.R.S. § 35-393.
21. Indemnification. Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Parties (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
22. Notices. All notices under this Agreement shall be in writing and shall be sent to the Parties' designated representatives at the addresses set forth in **Appendix A** attached hereto and shall be deemed to have been duly given on the date of service if sent by facsimile (provided a hard copy is sent in one of the manners specified herein), or on the day following service if sent by overnight courier service with next day delivery and with written confirmation of delivery, or five days after mailing if sent by first class, registered or certified mail, return receipt requested.
23. Workers' Compensation. An employee of either Party shall be deemed an "employee" of each Party while performing under this Agreement solely for the purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits that may accrue. Each Party shall post a notice pursuant to A.R.S. § 23-1022 in substantially the following form: "All employees are hereby further notified that they may be required to work under jurisdiction or control of 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."
24. Forced Labor of Ethnic Uyghurs. To the extent applicable under A.R.S. § 35-394, each Party warrants and certifies that it does not currently, and agrees that it will not use for the duration of this Agreement, the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
25. EEO Policy. AzAC does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, subcontractors, vendors, and clients.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

(SIGNATURE PAGES FOLLOW)

SIGNATURE PAGE

Alhambra Elementary School District No. 68

Superintendent

Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

- ☐ YES, the above-named school district DOES grant AzAC permission to use its name in AzAC publications on social media or otherwise.
- ☐ NO, the above-named school district DOES NOT grant AzAC permission to use its name in AzAC publications on social media or otherwise.

INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952

The foregoing Agreement is in proper form and within the powers and authority granted to Alhambra Elementary School District No. 68.

Attorney for the School District

Date

SIGNATURE PAGE

Avondale Elementary School District No. 44

Superintendent

Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

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- ☐ NO, the above-named school district DOES NOT grant AzAC permission to use its name in AzAC publications on social media or otherwise.

INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952

The foregoing Agreement is in proper form and within the powers and authority granted to Avondale Elementary School District No. 44.

Attorney for the School District

Date

SIGNATURE PAGE

Buckeye Elementary School District No. 33

Superintendent

Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

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INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952

The foregoing Agreement is in proper form and within the powers and authority granted to Buckeye Elementary School District No. 33.

Attorney for the School District

Date

SIGNATURE PAGE

Cartwright Elementary School District No. 83

Superintendent

Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

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INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952

The foregoing Agreement is in proper form and within the powers and authority granted to Cartwright Elementary School District No. 83.

Attorney for the School District

Date

SIGNATURE PAGE

Creighton Elementary School District No. 14

Superintendent

Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

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INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952

The foregoing Agreement is in proper form and within the powers and authority granted to Creighton Elementary School District No. 14.



Attorney for the School District

4-29-2026

Date

SIGNATURE PAGE

Dysart Unified School District No. 89

Superintendent

Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

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- ☐ NO, the above-named school district DOES NOT grant AzAC permission to use its name in AzAC publications on social media or otherwise.

INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952

The foregoing Agreement is in proper form and within the powers and authority granted to Dysart Unified School District No. 89.

Attorney for the School District

Date

SIGNATURE PAGE

Fowler Elementary School District No. 45

Superintendent

Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

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INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952

The foregoing Agreement is in proper form and within the powers and authority granted to Fowler Elementary School District No. 45.

Attorney for the School District

Date

SIGNATURE PAGE

Higley Unified School District No. 60

Superintendent

Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

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INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952

The foregoing Agreement is in proper form and within the powers and authority granted to Higley Unified School District No. 60.

Attorney for the School District

Date

SIGNATURE PAGE

Humboldt Unified School District No. 22

Superintendent

Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

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- ☐ NO, the above-named school district DOES NOT grant AzAC permission to use its name in AzAC publications on social media or otherwise.

INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952

The foregoing Agreement is in proper form and within the powers and authority granted to Humboldt Unified School District No. 22.

Attorney for the School District

Date

SIGNATURE PAGE

**Glendale Elementary School District No.
40**

Superintendent

Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

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- ☐ NO, the above-named school district DOES NOT grant AzAC permission to use its name in AzAC publications on social media or otherwise.

INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952

The foregoing Agreement is in proper form and within the powers and authority granted to Glendale Elementary School District No. 40.

Attorney for the School District

Date

SIGNATURE PAGE

Isaac Elementary School District No. 5

Superintendent

Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

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INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952

The foregoing Agreement is in proper form and within the powers and authority granted to Isaac Elementary School District No. 5.

Attorney for the School District

Date

SIGNATURE PAGE

Laveen Elementary School District No. 59

Superintendent

Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

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INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952

The foregoing Agreement is in proper form and within the powers and authority granted to Laveen Elementary School District No. 59.

Attorney for the School District

Date

SIGNATURE PAGE

Litchfield Elementary School District No. 79

Superintendent

Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

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INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952

The foregoing Agreement is in proper form and within the powers and authority granted to Litchfield Elementary School District No. 79.

Attorney for the School District

Date

SIGNATURE PAGE

Littleton Elementary School District No. 65

Superintendent

Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

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INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952

The foregoing Agreement is in proper form and within the powers and authority granted to Littleton Elementary School District No. 65.

Attorney for the School District

Date

SIGNATURE PAGE

Madison Elementary School District No. 38

Superintendent

Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

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INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952

The foregoing Agreement is in proper form and within the powers and authority granted to Madison Elementary School District No. 38.

Attorney for the School District

Date

SIGNATURE PAGE

Marana Unified School District No. 6

Superintendent

Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

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INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952

The foregoing Agreement is in proper form and within the powers and authority granted to Marana Unified School District No. 6.

Attorney for the School District

Date

SIGNATURE PAGE

Maricopa Unified School District No. 20

Superintendent

Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

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INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952

The foregoing Agreement is in proper form and within the powers and authority granted to Maricopa Unified School District No. 20.

Attorney for the School District

Date

SIGNATURE PAGE

Mesa Unified School District No. 4

Superintendent

Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

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INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952

The foregoing Agreement is in proper form and within the powers and authority granted to Mesa Unified School District No. 4.

Attorney for the School District

Date

SIGNATURE PAGE

Osborn Elementary School District No. 8

Superintendent

Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

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INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952

The foregoing Agreement is in proper form and within the powers and authority granted to Osborn Elementary School District No. 8.

Attorney for the School District

Date

SIGNATURE PAGE

Paradise Valley Unified School District No. 69

Superintendent

Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

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INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952

The foregoing Agreement is in proper form and within the powers and authority granted to Paradise Valley Unified School District No. 69.

Attorney for the School District

Date

SIGNATURE PAGE

Pendergast Elementary School District No. 92

Superintendent

Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

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INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952

The foregoing Agreement is in proper form and within the powers and authority granted to Pendergast Elementary School District No. 92.

Attorney for the School District

Date

SIGNATURE PAGE

Phoenix Elementary School District No. 1

Superintendent

Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

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INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952

The foregoing Agreement is in proper form and within the powers and authority granted to Phoenix Elementary School District No. 1.

Attorney for the School District

Date

SIGNATURE PAGE

Phoenix Union High School District No. 210

Superintendent

Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

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INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952

The foregoing Agreement is in proper form and within the powers and authority granted to Phoenix Union High School District No. 210.

Attorney for the School District

Date

SIGNATURE PAGE

Roosevelt Elementary School District No.66

Superintendent

Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

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INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952

The foregoing Agreement is in proper form and within the powers and authority granted to Roosevelt Elementary School District No. 66.

Attorney for the School District

Date

SIGNATURE PAGE

Saddle Mountain Elementary School District No. 90

Superintendent

Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

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INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952

The foregoing Agreement is in proper form and within the powers and authority granted to Saddle Mountain Elementary School District No. 90.

Attorney for the School District

Date

SIGNATURE PAGE

Tolleson Elementary School District No. 17

Superintendent

Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

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INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952

The foregoing Agreement is in proper form and within the powers and authority granted to Tolleson Elementary School District No. 17.

Attorney for the School District

Date

SIGNATURE PAGE

Tolleson Union High School District No. 214

Superintendent

Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

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INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952

The foregoing Agreement is in proper form and within the powers and authority granted to Tolleson Union High School District No. 214.

Attorney for the School District

Date

SIGNATURE PAGE

Washington Elementary School District No. 6

Superintendent

Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

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INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952

The foregoing Agreement is in proper form and within the powers and authority granted to Washington Elementary School District No. 6.

Attorney for the School District

Date

**Appendix A
AzAZ Collaborative
2026-2027**

Alhambra Elementary School District No. 68

4510 N. 37th Ave.
Phoenix, AZ 85019
Attn: Laura Defibaugh

Avondale Elementary School District No. 44

295 W. Western Avenue
Avondale, AZ 85323
Attn: Michele Anderson

Buckeye Elementary School District No. 33

25555 W. Durango Street
Buckeye, AZ 85326-9176
Attn: Ana Gutierrez

Cartwright Elementary School District No. 83

5220 W. Indian School Road
Phoenix, AZ 85031
Attn: Adrienne Razo

Creighton Elementary School District No. 14

2702 E. Flower Street
Phoenix, AZ 85016
Attn: Tyson Myers

Dysart Unified School District No. 89

15802 North Parkview Place
Surprise, AZ 85374
Attn: Erin Morris/Ashley Longoria

Fowler Elementary School District No. 45

1617 S 67th Avenue
Phoenix, AZ 85043
Attn: Michelle Berg/Andrea Dale

Glendale Elementary School District No. 40

7301 N 58th Avenue
Glendale, AZ 85301
Attn: David Jordan

Higley Unified School District No. 60

2935 South Recker Road
Gilbert, AZ 85295
Attn: Marcus Berkshire

Humboldt Unified School District No. 22

6901 E. Bear Path
Prescott Valley, AZ 86314
Attn:

Isaac Elementary School District No. 5

3348 W McDowell Rd.
Phoenix, AZ 85009
Attn: Denis Lawton

Laveen Elementary School District No. 59

5001 W. Dobbins Rd.
Laveen, AZ 85339
Attn: Catherine Crary

Litchfield Elementary School District No. 79

272 E. Sagebush Street
Litchfield Park, AZ 85340
Attn: Brian Owin/Jennifer Benjamin/ Alison Wood

Littleton Elementary School District No. 65

1600 S. 107th Avenue
Avondale, AZ 85323
Attn: Bryan Dallessio

Madison Elementary School District No. 38

5601 N 16th Street
Phoenix, AZ 85016
Attn: Jason Piontkowski/ Hannah Milne

Marana Unified School District No. 6

11279 W. Grier Road
Marana, AZ 85653
Attn: Kimberly Parker/ Kristin Reidy

Maricopa Unified School District No. 20

44150 W Maricopa Casa Grande Hwy
Maricopa, AZ 85138
Attn:

Mesa Unified School District No. 4

63 East Main Street
Mesa, AZ 85201
Attn: Kristi Glassmeyer

Osborn Elementary School District No. 8

1226 W. Osborn Road
Phoenix, AZ 85013
Attn: Cathay-Ann Gentry/ Melissa Robinson

Paradise Valley Unified School District No. 69

15002 N. 32nd Street
Phoenix, AZ 85032
Attn: Jessica Harrington

Pendergast Elementary School District No. 92

3802 N 91st Avenue
Phoenix, AZ 85037
Attn: Amy Christopher/Andrew Wallen

Phoenix Elementary School District No. 1

1817 N. 7th St.
Phoenix, AZ 85006
Attn: Brant Lloyd/Marylou Gonzales

Phoenix Union High School District No. 210

4502 N. Central Ave
Phoenix, AZ 85012
Attn: Samantha Middagh

Roosevelt Elementary School District No. 66

6000 S. 7th Street
Phoenix, AZ 85042
Attn: Inna Kilchen/ Sabrina Hernandez

Saddle Mountain Elementary School District No. 90

38201 W. Indian School Road
Tonopah, AZ 85354
Attn: Kevin Kilborn

Tolleson Elementary School District No. 17

9261 West Van Buren St.
Tolleson, AZ 85353
Attn:

Tolleson Union High School District No. 214

9801 West Van Buren St.
Tolleson, AZ 85353
Attn:

Washington Elementary School District No. 6

4650 W. Sweetwater
Glendale, AZ 85304
Attn: Carrie Giovannone

APPENDIX B

Criteria for Data Sharing

Each participating member district shall follow its own internal research approval procedures prior to initiating or participating in any research activity, ensuring compliance with local policies and governance structures.

Requesting Party:

Date:

Requested Data Sets: Please list or describe in detail the data sets containing student-identifiable information being requested, followed by a description of the elemental data items necessary to conduct the proposed study.

Data Set:

Data Elements	Description

Data Set:

Data Elements	Description

(Attach additional sheets and descriptions as necessary)

Data Processing: Please describe below the types of data processing activities that will be performed with regard to the requested student-identifiable information.

Reporting: Please describe how information from this study will be reported, utilized, or otherwise disseminated.

Disposition of Student-Identifiable Information: At the completion of the proposed project or at the date that this agreement is terminated, please describe the process and conditions under which the student-identifiable information will be either returned or destroyed.

Data Confidentiality: Please describe the procedures, methods, locations, and/or safeguards that will be employed to prevent the unauthorized disclosure of student-identifiable information.

APPENDIX C
Data Custodians

List below all persons (custodians) who will have access to, utilize, or otherwise interact with the requested student-identifiable information. Each custodian must provide a signature testifying that they have read and understand all terms and conditions specified under this Agreement and warrant their acceptance of all stipulations.

Name	Title/Agency	Signature

APPENDIX D
AzAC Contributions by School District
2026 - 2027

School District	Contribution *
1. Alhambra Elementary School District No. 68	\$1,090.84
2. Avondale Elementary School District No. 44	\$1,060.81
3. Buckeye Elementary School District No. 33	\$1,061.00
4. Cartwright Elementary School District No. 83	\$1,120.98
5. Creighton Elementary School District No. 14	\$1,044.10
6. Dysart Unified School District No. 89	\$1,221.45
7. Fowler Elementary School District No. 45	\$1,033.10
8. Glendale Elementary School District No. 40	\$1,080.23
9. Higley Unified School District No. 60	\$1,119.85
10. Humboldt Unified School District No. 22	\$1,048.79
11. Isaac Elementary School District No. 5	\$1,041.21
12. Laveen Elementary School District No. 59	\$1,080.02
13. Litchfield Elementary School District No. 79	\$1,102.31
14. Littleton Elementary School District No. 65	\$1,060.20
15. Madison Elementary School District No. 38	\$1,054.90
16. Marana Unified School District No. 6	\$1,126.55
17. Maricopa Unified School District No. 20	\$1,094.14
18. Mesa Unified School District No. 4	\$1,509.18
19. Osborn Elementary School District No. 8	\$1,022.51
20. Paradise Valley Unified School District No. 69	\$1,246.00
21. Pendergast Elementary School District No. 92	\$1,076.55
22. Phoenix Elementary School District No. 1	\$1,041.85
23. Phoenix Union High School District No. 210	\$1,235.70
24. Roosevelt Elementary School District No. 66	\$1,068.81
25. Saddle Mountain Elementary School District No. 90	\$1,031.67

26.	Tolleson Elementary School District No. 17	\$1,029.36
27.	Tolleson Union High School District No. 214	\$1,117.11
28.	Washington Elementary School District No. 6	\$1,177.36

* Based on 40th Day (October 1) Counts Determined in Enrollment Report <https://www.azed.gov/accountability-research/data>

APPENDIX E

AzAC Social Media Policy and Guidelines

This policy governs the publication of and commentary on social media by members of the Arizona Assessment Collaborative ("AzAC"). For the purposes of this policy, social media means any facility for online publication and commentary, including, without limitation, blogs, wikis, and social networking sites such as Facebook, LinkedIn, Twitter, Flickr, and YouTube. This policy is in addition to and complements any existing or future policies regarding the use of technology, computers, email, and the internet. AzAC members are not allowed to publish or comment via social media in any way that suggests they are doing so in connection with AzAC. AzAC members who serve as Social Media Committee Members are free to publish or comment via social media in accordance with this policy. Such members are subject to this policy to the extent they identify themselves as an AzAC member and use (other than as an incidental mention of place of employment in a personal social media on topics unrelated to AzAC). Before engaging in work related social media, employees must obtain the permission of the Social Media Committee Coordinator. Publication and commentary on social media carry similar obligations to any other kind of publication or commentary.

Social Media Coordinator Roles and Responsibilities

- Collaborate with AzAC Board to conduct social media activities.
- Serve as the primary facilitator of the AzAC social media committee.
- Establish, revise, and utilize current AzAC social media post submittal procedures.
- Inventory social media posting proposals and approve postings.
- Ensure postings are approved by the Social Media Coordinator and one other Social Media Committee Member.
- Work with AzAC members to create and maintain a social media presence that will effectively leverage the AzAC's collaborative resources.

Social Media Committee Members

- The AzAC Social Media Committee will consist of elected AzAC Board Members.
- AzAC Social Media Committee Members will assist the Social Media Coordinator in the execution of the Social Media Coordinator's roles and responsibilities.
- AzAC Social Media Committee Members will utilize district member resources to perform duties.
- AzAC Social Media Committee members will obtain prior AzAC Board approval for any and all reimbursable expenditures related to the execution of AzAC Social Media Committee duties.

Social Media Post-Creation Procedures

- AzAC members will submit proposed posting to Social Media Committee Members.
- AzAC members will acquire photo releases when appropriate.
- At a minimum, the Social Media Coordinator and one other Social Media Committee Member will edit, deny, or approve the proposed posting based on AzAC Social Media Guidelines.
- AzAC Social Media postings will only be placed on social media locations approved by the AzAC Board.

- Social media postings will be limited to topics that are directly related to AzAC work (e.g., State Assessment blueprints and relation to AzAC Testlets blueprints).

Guidelines for the Creation of All AzAC Social Media Communications

AzAC will use social media (Facebook, Twitter, etc.) to advertise its accomplishments and the strategies it employs with its members. AzAC members may choose whether to permit AzAC to include them in AzAC publications by selecting from the options on each member's signature page in the IGA. AzAC postings will be limited to content that does one or more of the following:

- Communicate the mission of AzAC and membership benefits.
- Communicate progress and purpose of AzAC projects and accomplishments.
- Communicate AzAC research findings.
- Recognize member participation in AzAC projects.
- Recognize AzAC membership.
- Recognize recent informational publications that are directly related to AzAC projects.
- Recognize recent informational publications of education-affiliated organizations directly related to AzAC projects.

Setting up Social Media

Social media identities, logon IDs, and usernames must not use the AzAC name without prior approval from the Social Media Committee Project Leadership. Official AzAC graphics will be used for all AzAC profiles.

Confidential Information

Confidential information includes things such as unpublished details about AzAC or member software, products of current projects, financial information, confidential research, and trade secrets. AzAC members will not be cited or obviously referenced in social media platforms without opting into AzAC social media policies. AzAC social media postings will not identify a member, member, or project member by name without permission and never discuss confidential details of AzAC products or member information. It is acceptable to discuss general details about the kinds of projects so long as the information provided does not violate any non-disclosure agreements that may be in place with the members.

Privacy Protection

Privacy settings on social media platforms will be set to allow anyone to see profile information similar to what would be on the AzAC website. Other privacy settings that might allow others to post information or see information that is personal will be set to limit access.

Copyright Laws

It is critical that AzAC social media postings show proper respect for the laws governing copyright and fair use or fair dealing of copyrighted material owned by others, including AzAC's own copyrights and brands. Posts should never quote more than short excerpts of someone else's work, and must always attribute such work to the original author/source. It is good general practice to link to others' work rather than reproduce it. When posting, the AzAC Social Media Committee will respect the copyright and intellectual property rights of others, site proper credit for their work, and be sure to acquire the right to use something with attribution before publishing.

AzAC Posting Errors

If AzAC postings are made in error, AzAC will correct the mistake quickly. If AzAC chooses to modify an earlier post, revisions will be clearly noted. If someone accuses AzAC of posting something improper (such as their copyrighted material or a defamatory comment about them),

AzAC will resolve the matter quickly by removing the information quickly to decrease the possibility of legal action.

APPENDIX F

AzAC Reimbursement Process

AzAC will reimburse Districts for employee participation in the [AZAC PROJECT TITLE] during [TIME PERIOD].

Steps to receive reimbursement:

1. Generate PARs for the following employees who participated in the project. Employees will be paid by their District, and their District will be reimbursed by AzAC.
 - a. [Employees' Names]
2. Email MESD at jpiontkowski@madisoned.org with the subject line "AzAC Reimbursement" and include in the body of the email the number of District participants and the total amount paid to all employees.
3. MESD will create a Purchase Order with the respective amount due to the District. The purchase order will be emailed to the District's AzAC representative.
4. Use the Purchase Order to create an invoice and email the invoice to MESD at jpiontkowski@madisoned.org with the subject line "AzAC Invoice."
5. Payment will be sent after the invoice is received.

As stated in the Arizona Assessment Collaborative Intergovernmental Agreement [AGREEMENT YEAR], and in accordance with A.R.S. § 11-952, Madison Elementary School District shall serve as fiscal agent to AzAC.

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

Agenda Item Number – VI-J-5

Agenda Item

Approval of agreement with Paws for Youth 26-27

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

Osborn School District is pleased to continue collaborating with Paws for Youth (formally Gabriel's Angels) for the 26-27 school year. Through the Agreement, Paws for Youth provides registered Pet Therapy Teams for in-person visits to our schools. More specifically, Paws for Youth provides support to schools through the following programs:

- **Paws for Resilience Program:** Therapy Teams visit a small group of youth during a semester to promote resiliency through animal-focused skills-building activities. Activities & lessons will focus on core strengths: teamwork (affiliation), relationships (attachment), self-regulation, attunement, kindness, celebrating differences, respect, and resilience.
- **Animals, Books & Children (ABC) Program:** Therapy Teams visit 3 individual youth in 1st, 2nd and/or 3rd grade during a semester to improve each youth's fluency, while enhancing their confidence and motivation to read.
- **Community Support Visits (CSVs):** Therapy Teams will visit, typically once, during a specified time of need to provide joy and canine comfort in a time of stress.

Legal

Financial

There is no cost to the district.

Governing Board Goals

- ☐ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

It is recommended that the Governing Board approve the Agreement with Paws for Youth for 2026/27 as presented.

Moved _____ Seconded _____ P/F



**Paws for Youth Partner Agreement/
Memorandum of Understanding (MOU)
Inclusive for all Pet Therapy Programs**

This agreement describes the general expectations and responsibilities of Paws for Youth (formerly Gabriel's Angels) and _____ (Partner) pertaining to the volunteer services provided by Paws for Youth at the Partner facility. Paws for Youth agrees to provide registered Pet Therapy Teams (human handler + registered therapy animal) for in-person visits to the Partner on a weekly, bi-weekly, or other determined schedule according to the specific Pet Therapy programs described below.

- **Paws for Resilience Program:** Therapy Teams visit a small group of youth for approximately 9 visits to promote resiliency through animal-focused skills-building activities. Activities & lessons will focus on core strengths: teamwork (affiliation), relationships (attachment), self-regulation, attunement, kindness, celebrating differences, respect, and resilience.
- **Animals, Books & Children (ABC) Program:** Therapy Teams visit 3 individual youth in 1st, 2nd and/or 3rd grade during a semester, enhancing their confidence and motivation to read.
- **Community Support Visits (CSVs):** Therapy Teams will visit, typically once, during a specified time of need to provide joy and canine comfort in a time of stress.

Paws for Youth agrees to the following:

1. To place only registered Pet Therapy Teams in the Partner facility.
 - a. All Pet Therapy Teams are evaluated and registered through a nationally recognized therapy animal organization, including Pet Partners, Alliance of Therapy Dogs, or Certify Canine.
 - b. Animals must provide proof of current health and vaccinations as a condition of registration and evaluation.
 - c. Paws for Youth carries primary commercial general liability insurance coverage of \$3,000,000 per occurrence and \$6,000,000 aggregate for all Paws for Youth-sanctioned program visits. Visits conducted outside of Paws for Youth's coordination and approval are not covered under this policy.
2. Pet Therapy Teams will possess a valid Department of Public Safety Level One IVP Fingerprint Clearance Card.
3. Pet Therapy Teams are trained on confidentiality and given trauma-informed training regarding the population/Partner facility they will be visiting.
4. Pet Therapy Teams will be trained in ways to engage youth with the therapy pet.
5. Pet Therapy Teams will be provided with appropriate activity materials & lessons for the program they are assigned.
6. Provide direct contact information for Pet Therapy Teams, Paws for Youth Program Staff, and Paws for Youth main office.
7. If a Pet Therapy Team is not available to attend a visit, either the volunteer or Paws for Youth Program Staff will contact Partner as soon as possible.
8. Directly notify Partner of any contagious illnesses or outbreaks with volunteers or Paws for Youth staff, which may adversely affect the staff or children served in the facility.

The Partner agrees to the following:

1. Ensure a clean, indoor environment appropriate for the Pet Therapy Teams to conduct their visits.
2. Provide parking for Pet Therapy Teams.
3. For Paws for Resilience or CSV Programs, Partner will provide an on-site Partner Representative or Staff Member who will be present throughout the entire Paws for Youth visit. Partner Representative or Staff Member will communicate with and support the Pet Therapy Teams. If the Partner Representative must leave the room during the visit for any reason, an alternate Partner Representative will be present before the original Partner Representative leaves to ensure the Pet Therapy Teams are never alone with the youth. If an alternate Partner Representative is not available, the Partner Representative and/or Pet Therapy Team may choose to end the visit.
4. For the ABC Program, the Partner will provide a Reading Specialist, teacher, or similar staff person to support the Pet Therapy Team's visits. Staff must be present and actively participate during the first visit and final Celebration Ceremony. For all other visits, staff are not required to actively participate or facilitate the visit (unless deemed necessary by the Partner, Pet Therapy Team, or Paws for Youth). However, a staff member must remain within hearing and seeing distance for the entire duration of the visit while students are present for safety and supervision purposes. Staff may work at their desk or with other students during this time.
5. Will work cooperatively with the Pet Therapy Team(s) to help provide a positive experience for youth, partner staff, and Paws for Youth volunteers. This may include but is not limited to providing reasonable assistance with attendance and data collection, to the extent permitted by State law and Partner policies and regulations, brief planning and preparation before, during, and after visits, and collaborating on activities (supplies as needed, resources, execution, etc.).
6. Be solely responsible for managing and intervening in all behavioral matters concerning the youth during the visit. Pet Therapy Teams will not participate in any behavioral modification activities associated with the youth during their visits.
7. Provide Paws for Youth Program Staff with any requested evaluations to be completed at the initiation or conclusion of the program to the extent permitted by law. This may include but is not limited to pre and post assessment, youth questionnaires, surveys, and any other relevant documents required for the evaluation process. All records completed by students shall remain confidential educational records and may only be used or disclosed in accordance with state and federal law and regulations, including the Family Educational Rights and Privacy Act ("FERPA").
8. Promptly inform Paws for Youth Program Staff of any problems/issues that may arise related to this Agreement, including but not limited to problems/issues involving the Pet Therapy Teams (handler or therapy animal).
9. If Partner is unable to facilitate a scheduled visit, Partner will contact Paws for Youth Program Staff AND volunteer as soon as possible. Any schedule changes during the Term of this Agreement will be conveyed and confirmed in writing, via email, to Paws for Youth staff, Pet Therapy Team, and Partner Representative.
10. Notify all scheduled Pet Therapy Teams and Paws for Youth staff of any contagious illnesses or outbreaks with children or staff, which may adversely affect the human or animal member of the Pet Therapy Teams prior to a scheduled visit.
11. To the extent permitted by law and to the extent required to provide services under this Agreement, provide Paws for Youth with the ages, ethnicity and geographical background of the youth being served.
12. Provide Paws for Youth with the name and contact information for a primary contact person at the Partner Agency. Should Partner contact changes occur, Paws for Youth should be notified promptly and provided an alternative contact until an updated primary point of contact is identified.

Additional Terms

13. Term: This agreement shall be effective:
 - a. On the date that authorized representatives of both parties have signed it.
 - b. The term of this agreement shall be from the Effective Date through June 30, 2027.
14. Financing: Each party will be responsible for any financing required to perform its obligations pursuant to this Agreement. Paws for Youth provides services free of charge, however, donations to support this mission are accepted from donor parties/organizations including Partner Agencies.
15. 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
16. 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 District policies controlling the disclosure of personally identifiable information from a student's education records.
17. Indemnification: Each Party, to the greatest extent legally permissible, shall indemnify, defend, and hold harmless the other Party from any liability to the extent resulting from the negligent, intentionally tortious, or willful misconduct of the indemnifying Party's employees, officers, students and agents.
18. Entire Agreement: This MOU contains the entire, integrated agreement of the Parties and there are no oral agreements, understandings, or representations relied upon by the Parties. This MOU supersedes and merges all prior negotiations, representations, or agreements, whether written or oral.
19. Non-Discrimination: The Parties shall comply with the Office of the Arizona Governor Executive Order 2009-09, as may be amended, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
20. Conflict of Interest: This MOU is subject to cancellation pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
21. Promotion of Partnership: Partner grants Paws for Youth permission to publicly acknowledge and promote this partnership including use of the Partner's name, logo, and general program information on Paws for Youth's website, social media, printed materials, reports, and other external communications. Paws for Youth agrees to ensure content is respectful and aligned with the mission of both organizations. Any content featuring specific youth follows our media release policy.
22. Employee Worker Eligibility: The parties warrant their compliance with all federal and state immigration laws, including A.R.S. § 23-214 and A.R.S. § 41-4401 and all related regulations pertaining to their employees and warrant verification of employment eligibility through E-Verify and that a breach of this warranty shall be deemed a material breach of this Agreement subjecting this agreement to termination.

I have read and agree to abide by the above conditions:

Partner Representative:

Signature

Date: _____

Please Print Name & Title

Paws for Youth Representative:

Signature

Date: _____

Please Print Name & Title

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

Agenda Item Number – VI-J-6

Agenda Item

Agreement with Latino Access

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

The Osborn School District has the opportunity to enter into a Memorandum of Understanding (MOU) with Latino Access to provide a merit-based student recognition program for students at Clarendon, Encanto, Longview, Solano, and Osborn Middle School. The five-year agreement (July 15, 2026–July 15, 2031) establishes a collaborative partnership focused on recognizing students for academic achievement and positive attendance through access to cultural, educational, athletic, and community experiences.

Through this partnership, participating schools will establish recognition criteria aligned to district and school priorities while maintaining full discretion over student eligibility. Latino Access will coordinate and provide donated or underwritten rewards—including experiences related to sports, music, food, and the arts—and will manage the distribution system, partner relationships, and program support. The district's role includes designating school contacts, coordinating implementation, tracking reward distribution, and participating in annual program evaluation.

The MOU also includes provisions ensuring compliance with applicable Arizona law, FERPA, district policies, and student safety requirements, including fingerprint clearance requirements for Latino Access representatives working on school campuses. Approval of this agreement will allow the district to expand opportunities that recognize and celebrate student success while strengthening student engagement through community partnerships.

Legal

Financial

Governing Board Goals

- ☐ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

It is recommended that the Governing Board approve the Memorandum of Understanding between Osborn School District and Latino Access as presented.

Moved _____ Seconded _____ P/F



This Memorandum of Understanding is between

Latino Access

and

Osborn School District

The purpose of this Memorandum of Understanding (MOU) is to establish a collaborative partnership between Latino Access and the Osborn School District to provide a merit-based student recognition program that encourages academic achievement and attendance through access to cultural, educational, athletic, and community experiences.

If agreed upon, this MOU is valid from July 15th, 2026, to July 15th, 2031; however, either party may terminate the agreement with a 30-day written notice.

Latino Access partners with K–12 Title I schools serving high proportions of free/reduced-lunch students to operate a merit-based cultural rewards program (the “Program”). Participating schools designate students who earn access to curated cultural experiences across Sports, Music, Food, and Arts categories through academic achievement and attendance, set in coordination with the district and school. Benefits (event tickets, experiences, and partner rewards donated or underwritten by Latino Access’s hospitality, sports, and cultural-institution partners) are issued and tracked through Latino Access’s distribution system. Participating administrators and teachers serve as the point of issuance and redemption tracking for their classrooms. The following schools in the Osborn School District are eligible to participate in the Program:

Clarendon Elementary School	Encanto Elementary School	Solano Elementary School
Osborn Middle School	Longview Elementary School	Montecito Montessori

EXPECTATIONS OF THE PARTNER SCHOOLS

- Provide a designated contact person to be the liaison to Latino Access.
- The designated contact person will coordinate with Latino Access’s Program Manager to establish the school’s participating classrooms, milestone criteria, and reward-distribution calendar for the school year.
- Participating schools retain sole discretion in determining student eligibility and participation in accordance with district policy and the Program criteria established jointly with Latino Access.
- The school contact and the Latino Access Program Manager should connect at the beginning of each semester and again no less than 10 school days before any scheduled on-campus event, to reconfirm details.

- For on-campus recognition or distribution events, identify a location on the school campus and communicate with the Latino Access Coordinator.
- Track issuance and redemption of student rewards through the Latino Access distribution system (dashboard or worksheet provided by Latino Access).
- Complete a Program evaluation at the end of the school year.
- Representatives from both parties will meet annually to review Program implementation and discuss any operational adjustments.
- This MOU may be amended only through a written agreement signed by both parties.

EXPECTATIONS OF LATINO ACCESS

- Latino Access will make commercially reasonable efforts to provide participating schools with student reward opportunities across the Program categories (Sports, Music, Food, and Arts), subject to partner availability and donated inventory.
- Latino Access will have a Program Manager oversee scheduling, partner-benefit fulfillment, issuance and redemption tracking, and Program evaluation. The Program Manager will be the Latino Access contact for all partner schools.
- Latino Access will provide each participating district's managers and teachers with access to the benefits distribution system, including ticket issuance, redemption tracking, and a live dashboard.
- Latino Access will secure and maintain the partner relationships (hospitality, professional sports, cultural institutions, and dining partners) that supply Program rewards and will communicate any changes to available benefits in advance of each semester.
- Latino Access will ensure that every Latino Access representative working on a school campus holds a valid fingerprint clearance card and complies with district visitor and volunteer policies.
- Latino Access will handle all student information in accordance with FERPA and applicable Arizona law and will use student photos only where a signed Photo Release is on file.

Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, as applicable, the provisions which are incorporated herein by reference, this Agreement is subject to cancellation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement is, at any time while the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

Nondiscrimination. The Parties agree that they shall not discriminate against any employee, applicant for employment, student, parent, contractor or member of the public because of race, color, religion, disability, sex, age, national origin, genetic code, veteran's status, or political affiliation during the term of this Agreement.

By signing, each Partner agrees to abide by the expectations set forth.

School District: Osborn School District

Name of Signer Felipe Carranza Title: Superintendent

Signature _____ Date: _____

Latino Access

Damian Perez, President

Signature *Damian perez* Date: 7-16-2026

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING
BETWEEN
LATINO ACCESS AND OSBORN SCHOOL DISTRICT
FOR THE LATINO ACCESS CULTURAL REWARDS PROGRAM AGREEMENT**

The following terms are hereby added to the Agreement between Latino Access ("LA") and the Osborn School District ("District") in compliance with Arizona law:

1. **Arizona Law.** This Agreement is made in the State of Arizona and shall be interpreted by the laws of the State of Arizona. Any dispute arising out of or relating to this Agreement shall be brought in the Maricopa County Superior Court.
2. **Cancellation.** The District reserves all rights that it may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511, as amended.
3. **Non-Discrimination.** The parties agree to comply with all provisions of applicable federal, state, and local laws relating to non-discrimination, equal employment opportunity, the Americans with Disabilities Act, and Arizona Governor's Executive Order 2009-09 (superseding Executive Order 99-4) (dated January 29, 1999), as may be amended from time to time.
4. **Non-Appropriation.** The parties acknowledge that the District is a government entity, and the contract's validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of either party's obligations under this contract, then this contract shall automatically expire without penalty to either party after written notice of the unavailability and non- appropriation of public funds. It is expressly agreed that neither party shall activate this non- appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure.
5. **E-Verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the parties warrant their compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). A party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The parties each retain the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the other party's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
6. **No Boycott of Israel.** To the extent applicable, the parties hereby certify that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.
7. **No Forced Labor of Ethnic Uyghurs.** To the extent A.R.S. § 35-394 is applicable, LA hereby certifies it does not currently, and for the duration of this Contract shall not use: (A) the

forced labor of ethnic Uyghurs in the People's Republic of China, (B) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and (C) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

8. **Compliance with Governing Board Policies and Procedures.** LA shall comply with applicable Governing Board policies.
9. **Indemnification.** To the extent allowed by law, LA agrees to indemnify and hold harmless the district from all injuries to persons or property caused by acts or omissions of LA constituting negligence or intentional misconduct and arising out of LA's activities under this Agreement. In the event of concurrent liability, the parties shall have the right of contribution from each other to the extent allowed by law. This indemnification provision shall survive termination of the MOU and remain in effect.
10. **Absence of Partnership or Joint Venture.** The Parties agree that they are not engaging in either a partnership or a joint venture. Employees of the District shall remain employees of the District and shall not be deemed to be the employees or independent contractors of LA. Employees and Independent Contractors of LA shall remain employees of LA and shall not be deemed to be employees of the district.
11. **Effect of Addendum.** Except as expressly modified by the provisions of this Addendum, the underlying agreement shall continue in full force and effect. In the event any inconsistencies exist between the terms of this Addendum and the underlying agreement, this Addendum shall control. This Addendum is hereby incorporated by reference into the underlying agreement.

School District: Osborn School District

Name of Signer _____ Title: _____

Signature _____ Date: _____

Latino Access

Damian Perez, President

Signature *Damian Perez* Date: 7-16-2026

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

Agenda Item Number – VI-K

Agenda Item

Out of state travel for Rhiannon Ford to attend the NSBA Advocacy Institute January 31-February 2, 2027 in Washington DC

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

The conference provides an opportunity to engage in federal education advocacy, learn about emerging national policies and legislative issues impacting public schools, and connect with school board members and education leaders from across the country. Participation will also provide insight into federal priorities, funding, and policy decisions that may affect Osborn, while providing an opportunity to advocate for the needs of our students, staff, and community at the national level.

Legal

Financial

Registration	\$880
Hotel	\$1020
Flight	\$350
Total	\$2250 (approx)

Governing Board Goals

- ☐ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

It is recommended that the Governing Board approve out of state travel for Rhiannon Ford to attend the NSBA Advocacy Institute January 31-February 2, 2027 in Washington DC

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

Agenda Item Number – VI-L

Agenda Item

Approval of Hearing Officers for Student Discipline and Personnel Matters

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

In cases of student discipline for long-term suspension or personnel matters for certificated or classified exempt employees that may result in discipline up to and including termination, the Administration and Governing Board may take recommendations from trained, external hearing officers when taking action for approval of the recommendation for discipline.

When necessary, the district shall procure a hearing officer to hear cases being brought forward for discipline after conducting initial investigation. The lists of hearing officers is provided by the Arizona School Risk Retention Trust, and all officers have been trained in the legalities and ethics of conducting student or personnel hearings.

In cases of student discipline, the school administration will assume the burden of proof for demonstrating the need for a long-term suspension of a student. The decision of the hearing officer will be final. In cases of staff discipline, the administration will present the case for discipline to the hearing officer. The recommendation of the hearing officer will be sent to the Governing Board at its next meeting for approval.

Legal

Financial

There is no cost to the district.

Governing Board Goals

- ☐ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

It is recommended that the Governing Board approve Hearing Officers for Student Discipline and Personnel Matters.

Moved _____ Seconded _____ P/F



Hearing Officer Contact Information

Last Updated June 11, 2026

Name	Location	Email	Phone
Trish Alley	Cottonwood, AZ	trishalley77@gmail.com	(928) 814-0731
Amanda Amann	Bullhead City, AZ	aamann13@gmail.com	(602) 770-6015
Richard Baniszewski	Chandler, AZ Heber, AZ	dbano2000@yahoo.com	(480) 694-2493
Maria Berecin-Rascon	Arizona City, AZ	mberecin@gmail.com	(520) 560-7935
Karyn Blair	Tucson, AZ	Karyn.Blair@nau.edu	(520) 834-4260
Philip Bonds	Casa Grande, AZ	cortezbluephotography@yahoo.com	(920) 531-8817
Ric Borom	Gilbert, AZ	rborom@gmail.com	(480) 988-9970
Danny Brown	Prescott, AZ	dsbrown1965@yahoo.com	(928) 443 7391 (928) 713 4422 (cell)
L. Jim Burrow	Page, AZ	l.jim.burrow@gmail.com	(928) 660-3084 (cell) (928) 660-3088
Clint Bushbaum	Peoria, AZ	clintbushbaum@gmail.com	(623) 302-8123
Fred Coates	Chandler, AZ	fredjcoates@gmail.com	(480) 201-8827
Gina Covert	Bullhead City, AZ	CovertGina27@gmail.com	(928) 201-0485
Alan Duarte	Glendale, AZ	aduarte7@cox.net	(623) 516-0813
Kimberly Dugdale	Springerville, AZ	kimberlyddugdale@gmail.com	(928) 245-5949
Abedon Fimbres	Phoenix, AZ	abedon@yahoo.com	(602) 326-9155

*Please note that most hearing officer panelists will travel throughout the state.

Name	Location	Email	Phone
Sam Goodman	Queen Creek, AZ	stg3710@gmail.com	(480) 772-7479
Dr. Timothy (Tim) Grivois	Tucson, AZ	tim@tgseducationalconsulting.com	(520) 420-4437
D.J. Harris	Phoenix, AZ	djharris60@yahoo.com	(480) 233-2522
Tom Hernandez	Litchfield Park, AZ	Wolverinestuhs2007@gmail.com	(602) 329-0880
Jean Hunt	Wickenburg, AZ	jbell3632@msn.com	(928) 671-0371
Steve Jacott	Globe, AZ	stevejacott@yahoo.com	(928) 701-3879
Neil Johnson	Yuma, AZ	NjohnsonHO@gmail.com	(928) 246-8155
Mark Knight	Chandler, AZ	markvernonknight@gmail.com	(480) 246-2729
Jim Lockwood	Gilbert, AZ	jim.lockwood@gilbertschools.net	(602) 531-2386
Kymberly Marshall	Mesa, AZ	Marshall.kymberly@gmail.com	(602) 499-3303
Richard McCormick	New River, AZ	rich3163@gmail.com	(602) 571-3352
Allen Mitchell	Cottonwood, AZ	eamitchellret@gmail.com	(928) 215-6047
Dr. Rene Murphy	Phoenix, AZ	drm@eduadministrator.com	(480) 673-1498
Hailee Nanchy	Avondale, AZ	hnanchy@chooseaesd.org	(623) 262-0226
Kimberley Parkinson	Tucson, AZ	parkinsk@msn.com	(520) 203-4676
Jeff Peters	Chandler, AZ	jpeters@thecapacitybuilders.com	(480) 235-1121
Jim Poquette	Phoenix, AZ	jimpoquette@gmail.com	(602) 820-8225
Hans Raymond	Marana, AZ	hraymond6@gmail.com	(520) 404-4119
Klissa Rueschhoff	Glendale, AZ	krueschhoff@gmail.com	(602) 309-2872

*Please note that most hearing officer panelists will travel throughout the state.

Name	Location	Email	Phone
Greg Schalow	Show Low, AZ	gjschalow@gmail.com	(928) 892 2859
John Scholl	Prescott, AZ	schollj1008@gmail.com	(928) 583-4834
Dan Serrano	Chandler, AZ	dserrano0250@gmail.com	(480) 510-7226
Sheila Sorenson	Prescott, AZ	sorensens22@gmail.com	(602) 200-4446
John Speer	Phoenix, AZ	johncspeer@gmail.com	(602) 769-4340
Roberto Thompson	Tucson, AZ	abelard42@yahoo.com	(520) 425-7408
Barbara U'Ren	Sedona, AZ	barbarauren7@gmail.com	(928) 300-3623
James Walker	Gilbert, AZ	Walkerj79@gmail.com	(708) 935-5458
Peter Wells	Tucson, AZ	Petermwells@msn.com	(520) 850-2292
Joe Williams	Florence, AZ	freedomrider55@hotmail.com	(480) 320-0058
Leila E. Williams	Tucson, AZ	Drleilae.williams@gmail.com	(520) 403-8379
Terry Williams	Chandler, AZ	Chito1998@cox.net	(480) 812-7707
Michael Wright	Mesa, AZ	dr.mikewrightusa@gmail.com	(480) 686-0792
Monica Wright	Tucson, AZ	Hardeegirl_1@msn.com	(520) 730-9199
Russ Young	Queen Creek, AZ	russ.young@cox.net	(602) 616-5728
Eric Evans	Williams, AZ	eevans042711@gmail.com	716-946-7138

*Please note that most hearing officer panelists will travel throughout the state.

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

Agenda Item Number – VI-M

Agenda Item

Approval of 26/27 Student Fees

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

Below is a summary of the 2026/27 student fees for extracurricular activities participation, lost / damaged devices and books. The school principal may waive this fee for students who are eligible for free or reduce priced meals or for any student for whom the principal determines that the fee would present a hardship.

Fees	Summary
Extra-curricular/ Tax credit Fee	\$2
Field Trips / entrance fee	Varies based on trip entrance fee
Band Instrument Rental	\$40
Band Instrument- Lost/damaged	Varies based on instrument replacement costs
Sport/athletic fee (OMS)	\$10 per season
Uniform- Lost/damaged	\$40
Library Books- lost/damaged	Varies based on book replacement costs
Chromebook- Lost/Damaged	\$200
Chromebook cover case	\$22
Lost/broken power adapter	\$35

Legal

A.R.S. §43-1089.01 and §15-342

Financial

There is no cost to the district.

Governing Board Goals

- ☐ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

It is recommended that the Governing Board approve the student fees for the fiscal year 2026/27.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

Agenda Item Number – VI-N

Agenda Item

Extracurricular Fee/Tax Credit Resolution

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

Beginning January 1, 1998, A.R.S. §43-1089.01 established a tax credit for any fees paid by a taxpayer for the support of extracurricular activities – for the calendar year 2026, the allowable tax credit for an individual is \$250 and \$400 for a couple filing a joint return. The tax credit applies to school sponsored activities that require enrolled students to pay a fee in order to participate, including fees for band uniforms, equipment or uniforms for varsity athletic activities and scientific laboratory materials.

Extracurricular activities are, as defined by A.R.S. §15-342, “optional, noncredit, educational or recreational activity which supplements the education program of the school, whether offered before, during or after regular school hours”. Generally, any educational or recreational activities that supplement the educational program of the school are considered to be extracurricular activities. However, restrictions have been placed on recreational, amusement or tourist type activities. The resolution that is being presented for board approval contains the appropriate language and restrictions imposed by law.

Legal

A.R.S. §43-1089.01 and §15-342

Financial

Tax credit monies are used to supplement our educational programs; such expenditures include but are not limited to: tutoring, field trips, athletic activities, fine arts programs, and character education programs.

Governing Board Goals

- ☐ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

It is recommended that the Governing Board approve the Extracurricular Fee/Tax Credit Resolution for the fiscal year 2026/27.

Moved _____ Seconded _____ P/F

2026/27 EXTRA-CURRICULAR FEE/TAX CREDIT RESOLUTION

It is resolved, by action of the Governing Board of Osborn School District No. 8, (the “District”), made on August 18, 2026 that the district will assess each student two dollars (\$2.00) per year to cover participation in all extra-curricular activities that are eligible to receive funding from the tax credit program and also assess an after-school sports participation fee of \$10.00 per sport per student for transportation. The school principal may waive this fee for students who are eligible for free or reduced lunches or for any student for whom the principal determines that the fee would present a hardship.

The following categories are approved programs under the tax credit program:

- Educational Field Trips
- Athletics
- Arts
- Enhancement & Enrichment Activities
- Character Education Programs

Athletics **include** all Interscholastic Sports and Intramurals sanctioned by the Board. In-state or out-of-state trips that are solely for competitive events qualify.

Arts **include** programs such as Band, Choir, Drama, Performing Arts, Fine Arts and Culinary Arts or before and after school programs that contains activities **of this nature**.

Enhancement & Enrichment Activities are activities that **support, enhance and provide growth opportunities** to the students’ educational processes. Trips or events that are “recreational, amusement or tourist activities” do not qualify for the extracurricular tax credit.

The taxpayer may select from one or more of the approved categories. These funds may be spent for activities meeting the identified criteria before, during and after school.

Governing Board President _____

Governing Board Member _____

Clarendon School 4 th - 6 th grade 1225 W. Clarendon Phoenix, AZ 85013 (602) 707-2200	Encanto School Preschool - 3rd grade 1420 W. Osborn Phoenix, AZ 85013 (602) 707-2300	Longview School Preschool - 6th grade 1209 E. Indian School Phoenix, AZ 85014 (602) 707-2700	Montecito School Preschool - 6th grade 715 E. Montecito Phoenix, AZ 85014 (602) 707-2500	Osborn Middle School 7 th - 8 th grade 1102 W. Highland Phoenix, AZ 85013 (602) 707-2400	Solano School Preschool - 6th grade 1526 W. Missouri Phoenix, AZ 85015 (602) 707-2600
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OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

Agenda Item Number – VI-O

Agenda Item

Approval of the Prop 301 Performance Based Compensation Plan for 2026/27

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

In the spring of 2023, the Prop 301 Committee relegated \$2000 annually of Prop 301 dollars toward base salaries, allowing the Budget Committee to bring forward a certified teacher salary schedule with a starting salary of \$50,000. That leaves a balance for future school years of \$500 in additional Prop 301 for certificated personnel. The Prop 301 Committee met in the fall of the 23-24 school year to consider the plan in this configuration. The intention was for this plan to be the plan for not only the 23-24 school year, but for subsequent years. The requirements for receiving the 301 payment will remain the same, however being a cash-driven fund, the dollar amount could fluctuate to less than \$500 in future years. The plan for the 26-27 school year will remain at \$500. This plan was brought back to each school site by the Prop 301 committee representatives, and received a consensus approval not only for the 23-24 school year, but with the understanding of being the standing Prop 301 plan unless changed by the committee.

26-27 School Year Prop 301 Plan

Certificated teachers would be eligible for 100% of Prop 301 funds through active attendance and participation in school professional development activities of Wednesday early release. Teachers must be in attendance at a minimum of 85% of those PD days. The count for the 26-27 school year will begin in August 2026-May 2027

Legal

Financial

Governing Board Goals

- ☐ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

It is recommended that the Governing Board approve the Prop 301 Performance Based Compensation Plan for 26-27.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

Agenda Item Number – VI-P

Agenda Item

Approval of Co-op Procurements for FY27

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

Procurement regulations mandate that School Districts follow certain procedures in regard to purchasing products and/or services in excess of \$100,000. Purchases that exceed this volume must be purchased through a formal bidding process or a cooperative purchasing contract.

The district has reviewed and recommends the use of the following vendors and their associated cooperative contract pricing. The due diligence for these cooperative contracts has been completed by and is on file in the Business Services Department.

Procurement List

The district is recommending the following list of cooperative contracts to be approved for utilization in the FY27 school year.

Legal

Financial

Governing Board Goals

- ☐ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

It is recommended that the Governing Board approve utilization of the identified co-op contracts for the FY27 School Year, effective July 23, 2026.

Moved _____ Seconded _____ P/F

AGENCY	VENDOR	END DATE	AWARD # & COMMODITIES	FY27
MOHAVE	ARIZONA FURNISHING	1/31/2029	23G-AZF-0131 FACILITY FURNISHINGS	\$900,000.00
MOHAVE	ASPIN / MOHAVE - SHAMROCK FOODS	7/1/27	210-SFC-0701 Food, Food Distribution and Related Supplies	\$712,000.00
SAVE - DEER VALLEY	BEHAVIOR-RX LLC	6/30/29	25-5201-003 SPECIAL EDUCATION CONTRACTED SERVICES	\$150,000.00
1GPA	CCS PRESENTATION SYSTEMS (AVI-SPL, LLC)	12/8/2026	22-02PV-04 Technology & Audio/Visual Solutions	\$100,000.00
MOHAVE	CDW GOVERNMENT INC	10/4/2030	25E-CDWG-1004 COMPUTER HARDWARE, SOFTWARE & PERIPHERALS	\$100,000.00
1GPA	CHASSE BUILDING TEAM	5/17/2028	23-15PV-02E2 JOC	\$100,000.00
GPPCS - TESD3	EdTHEORY LLC	6/30/30	26-03-31 SPECIAL EDUCATION STUDENT SUCCESS	\$150,000.00
MOHAVE	EDUCATIONAL SERVICES, INC	3/18/28	21N-ESI3-0318 TEMPORARY EMPLOYMENT & RECRUITING SERVICES	\$500,000.00
1GPA	FACILITY MANAGEMENT GROUP	6/4/2029	24-12P-04 Project Management & Related Services	\$240,420.00
GPPCS - TESD3	GARY D STROMBERG & ASSOCIATES, LLC	6/30/30	26-03-31 SPECIAL EDUCATION STUDENT SUCCESS	\$150,000.00
MOHAVE/1GPA	LOGICALIS INC	2/6/2030	25-09PV--05 Internal Connections (E-rate Category 2) 21-07P-13 Fire, Security and communication syst	\$100,000.00
1GPA	PUEBLO MECHANICAL & CONTROLS INC	8/4/2027	22-14PV-05 Job Order Contracting - Mechanical Services	\$2,200,000.00
MOHAVE	RWC INTERNATIONAL , LTD.	9/5/28	23D-RWC-0905 School and Municipal Buses: Sales, Service, Repair and Parts	\$200,000.00
1GPA	RYTAN LLC	5/17/2028	23-15PV-11 Job Order Contracting for General Contractors	<u>\$100,000.00</u>
STATE	SENERGY PETROLEUM LLC	11/16/26	CTR063147 Bulk Fuel and Bulk Fuel Propane	\$110,000.00
MOHAVE	SHAMROCK FARMS	7/1/21-6/30/26	21B-sham-0701 Milk and Dairy Products	\$110,000.00
STATE -NASPO	SHARP ELECTRONICS CORPORATION	7/30/2027	CTR069921 NASPO Multi-Function Devices and Related Software, Services, and Cloud Solutions	\$50,000.00
SAVE -PEORIA	SKYLINE BUILDERS & RESTORATION INC	6/30/2027	ACON20722 TRADE SERVICES	\$200,000.00
SAVE - WASHINGTON	SOUTHWEST PSYCHOLOGICAL SVCS	6/30/2028	24.001 Special Education & Other Substitute Services	\$190,800.00
MOHAVE -ASPIN	AIKINS DISTRIBUTION	6/30/2031	26C-AIKI-0701 MILK AND DAIRY	\$110,000.00

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

Agenda Item Number – VI-Q

Agenda Item

Renewal of BIDs, RFPs, RFQs

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

Procurement regulations mandate that School Districts follow certain procedures in regard to purchasing products and/or services in excess of \$100,000. Purchases that exceed this volume must be purchased through a formal bidding process. Compliance with the regulations can be met by “tagging” onto a consortium bid or going out for a bid ourselves. The awards for all bids are for a one-year period with the option to renew for up to four additional one-year periods. If a vendor’s performance is satisfactory, the District can contract with them for five years through the use of a bid. However, we are required to excise our renewal rights each year of the BID/RFP.

Attached is a listing of the Osborn BIDs, RFPs, RFQs that are being recommended for renewal. The assigned district administrator has verified that all contract requirements have been met for renewal.

Legal

Financial

Governing Board Goals

- ☐ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

It is recommended that the Governing Board renew the BIDs, RFPs, RFQs for services and/or products as presented on the attached listing.

Moved _____ Seconded _____ P/F

Osborn School District #8

Ratify /Renewal Recommendation to Governing Board

RFP #	Product / Services	Award to vendor(s)	Awarded date	Beggining	Ending	Year #	Administrator Recommendation
2024-02	audit services	cwdl- advisent Assurance	6/11/24	7/1/26	06/30/2027	3	yes
2024-04	Teacher Sub Services	ESI , Scoot Education	08/20/2024	07/01/2026	06/30/2027	3	yes
2024-03	Architectural Services	SPS+	7/9/24	7/1/26	06/30/2027	3	yes
2025-01	CMAR - Montecito Reno	Chasse Building team	11/09/2024	07/01/2026	06/30/2027	2	yes
2025-02	CMAR-ILS	CORE Construction	05/13/2025	07/01/2026	06/30/2027	2	yes
2025-03	CMAR - Districtwide Child Nutrion	Chasse Building team	05/13/2025	07/01/2026	06/30/2027	2	yes

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

Agenda Item Number –VII

Agenda Item

Board Presentation - None

For Board: ☐ Action ☐ Discussion ☐ Information

Background –

Legal

Financial

Governing Board Goals

- ☐ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

Presentation

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

Agenda Item Number –VIII-A

Agenda Item

Administrative Reports

For Board: ☐ Action ☒ Discussion ☒ Information

Background –

Administrative Reports—During summer months, principals and directors submit reports on work completed in their school/department if needed. Board members may comment.

Legal

Financial

Governing Board Goals

- ☐ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

For update and information only

Moved _____ Seconded _____ P/F

Clarendon Board Report

To: Osborn School District Governing Board

Date: 8/5/2026

Re: Summer 2026 Events



Staff Highlights

We are excited to begin a new school year with both our new and returning staff members.

New staff members:

Master Teacher: Heather Ayres (joining us from the Isaac SD with 26 years of experience in education)
4th Grade Dual Language Spanish Teacher: Jonathan Lamedra (formerly a teacher at AZ Language Prep)
4th Grade Dual Language English Teacher: Ashley Oehler (graduate of Brigham Young University)
4th Grade Mainstream Teacher: Jennifer Rasor (Arizona Teacher Residency (AZTR) Program)
5th Grade Self-Contained Dual Language Teacher: Diego Sosa (Teach For America (TFA) Member)
5th Grade Self-Contained Mainstream Teacher: Sean Nyabela (Teach For America (TFA) Member)

Our new teachers had an outstanding first week of learning district initiatives, including Kagan Cooperative Learning, Thinking Maps, and Conscious Discipline. During that same week, four of our returning teachers participated in Kagan Cooperative Learning professional development and will share their learning with the rest of our staff during our Professional Development Cluster on August 19.



We also had a successful Meet the Teacher Night on July 28 from 4:00–6:00 p.m. It was a joy to welcome our new fourth-grade students and reconnect with our returning fifth- and sixth-grade students and their families.

The day before students returned to school, all teachers participated in professional learning tailored to their grade level and program needs to support the implementation of our new English Language Arts curriculum, ARC. Our teachers and staff have worked diligently to create warm, welcoming classrooms while establishing high expectations for a year of academic growth and success.

This year, we remain committed to meeting the needs of every student, fostering a strong sense of belonging, and bringing joy to learning every day. The first five days of school have been smooth, positive, and calm, and we look forward to a successful 2026–2027 school year.

Student Highlights

Students have been actively learning classroom and schoolwide procedures while building community with their classmates through Kagan Cooperative Learning strategies. It has been wonderful to see students collaborating, supporting one another, and developing positive classroom routines from the very first week of school.



Upcoming Events:

- First Home School Association Meeting → Monday, August 10
- Orangetheory Fitness Class Fundraiser → Friday, August 14 at 5:30pm
- Bring Your Special Person Day → Thursday, September 3



Longview Board Report

To: Osborn School District Governing Board

Date: 8/6/26

Re: August 2026



Staff and student Highlights

Congratulations to the staff, students, and families for our much improved results on the spring 2026 AASA state assessment. In celebrating our students we have a beautiful bulletin board at the entry of our campus. Each flower on this board identifies a student that achieved a 3(proficient) AND/or 4(highly proficient) on their AASSA assessment. It is important to note,,,this bulletin board grew **from 55 students last year to 87 students this year**, which is an **increase of 58%!!!!**



Longview has had an excellent start to our new year with numerous new families joining the Longview team! I am honored to be the Instructional Leader here at Longview and with our theme being, “Excellence is the Expectation,” I am excited for all of the excellence I will get to share with you board members throughout this new school year.

Partnerships

Thank you once again to Valle Del Sol for their wonderful back to school event and the donation of over 100 backpacks filled with materials. This continued partnership provides beautiful support for our students and our families!

**Focus of Update:** New Teacher Orientation**Update:**

On Monday, July 20 we welcomed 12 new (to Osborn) educators to our amazing district. The group was welcomed by school and district administrators and was treated to a breakfast catered by our wonderful Child Nutrition Department. While a handful of the new staff were brand new to teaching, the majority have come to us with prior experience in other districts or through the Arizona Teacher Residency (AzTR) program.

The topics for the first day included a welcome by Mr. Carranza and presentations by the Business Services, Student Data, HR & IT departments to share important policy and procedure information. Lunch was provided by the Osborn Education Association and teachers were introduced to their Association representatives. The first day concluded with a special electric bus tour around our district. On the tour, each principal shared what was unique about their school.

On Wednesday, the new staff started the day at their sites. In the afternoon they came back to the district office and met with Kelly Kesterson Walker, AZTR Coordinator, for a brief overview of Conscious Discipline, Kagan and the NIET Teaching & Learning Standards rubric.

New staff finished out the week at their sites setting up their classrooms and meeting with principals and Master Teachers. In addition, new Dual Language teachers had a meeting with Alexis Aguirre and new Special Education Teachers met with Melynda Martin. We are so excited to welcome this new group of educators to Osborn!




Focus of Update: Student Services
Update:


On Tuesday, July 28 the Student Services department had a 2 hour professional development session to welcome all staff. With over 50 participants, the Director went over the goals and mission of the department while highlighting all of the wonderful staff we have this year providing special education, social workers, health office, and related services to students.

The district is actively seeking children within our boundaries ages 2 years and 9 months to 5 years old after September 30 who may not be meeting developmental milestones. Our Child Find team located at Montecito is working to identify students who may be in need of developmental preschool services. Child Find packets are available and more information can be obtained by calling the Student Services Department at 602-707-2014.

Student Services is also currently meeting this month with our proportionate share partners under the Individuals with Disabilities Education Act (IDEA) to ensure compliance and services as needed to students within our boundaries who attend private schools. Our current private school partners include: St. Gregory's, St. Francis Xavier, and Phoenix Christian School. The Student Services department will also do a presentation for informational purposes on proportionate share to the community as required in the spring.

Focus of Update: Language Acquisition & Bi-Literacy
Update:

English Learners: The English Learner Support Team hit the ground running to successfully launch ADE's new assessment for ELs across the district! With the state's transition to the Cambium assessment platform, high-level overviews were provided to principals and master teachers to start the school year. A special celebration goes to our EL paraprofessional team, who dedicated many hours to training and practice to master the assessment while upholding the highest standards of test security, ethics, and compliance. This ensures our English Learners are accurately assessed from day one, providing the reliable data needed to identify student needs, target interventions, and support language growth throughout the year.



Domain Scores and Proficiency Levels

AZELLA LABEL	ELPA21 AZELLA LABEL
Pre-Emergent / Emergent	Beginning (Domain Level 1)
Basic	Early Intermediate (Domain Level 2)
Intermediate	Intermediate (Domain Level 3)
Proficient	Early Advanced (Domain Level 4)
Not Reported	Advanced (Domain Level 5)

Spanish Learners: Spanish teachers received differentiated professional development to support new teachers and the ARC curriculum rollout. New Spanish teachers were provided time with their peers to review Osborn's dual language program mission, vision, and model ahead of parent-teacher conferences. All Spanish teachers received specialized training on ARC materials in Spanish focused on their area: K-2nd grade, 3rd-5th grade, 6th grade, and Montessori. Each group was facilitated by a bilingual ARC coach and supported by an Osborn dual language point of contact. ARC coaches continue to provide support in the first week of dual language instruction as we adapt to maintain integrity to both our dual language model and the curriculum pacing goals.



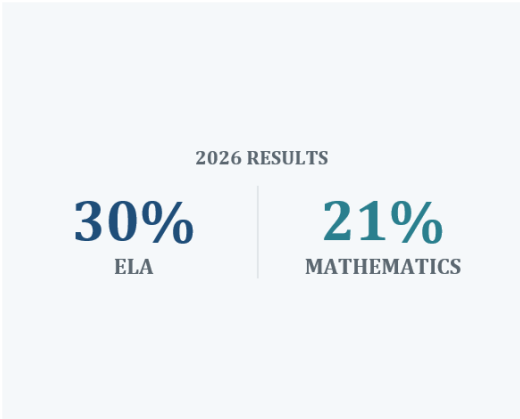
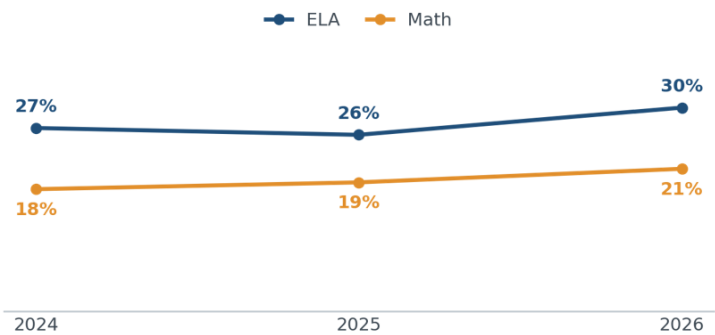


Focus of Update: Data & Assessment

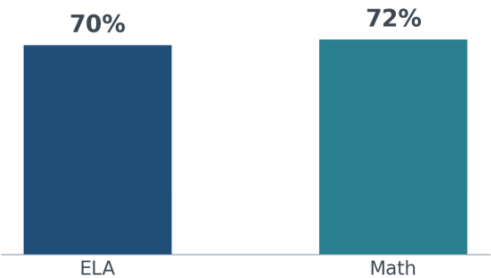
Academic Achievement Summary

2025-2026 marks Osborn’s highest AASA proficiency rates since before COVID-19, both in English language arts and mathematics. The chart below shows the most recent three-year trend (2024-2026). Students also demonstrated strong academic growth, with 70% achieving typical or high growth in ELA and 72% in mathematics. Foundational literacy results provide a grade-level view of the percentage of students performing at or above benchmark in Kindergarten through Grade 3.

AASA Students Scoring Proficient or Highly Proficient



AASA Academic Growth



Typical or high growth

The majority of Osborn students met or exceeded typical year-to-year academic growth expectations on AASA.

ELA: 70% | Mathematics: 72%

Foundational Literacy: Students At or Above Benchmark

Grade-level success measures for Spring 2026.

Grade	Assessment	Spring 2026
Kindergarten	Receptive Nonsense Words	40%
Grade 1	Expressive Nonsense Words	55%
Grade 2	Passage Oral Reading	40%
Grade 3	Passage Oral Reading	58%



Focus of Update: Kagan Professional Learning

Update:



In July, 20 Osborn teacher leaders participated in a four-day Kagan Cooperative Learning Institute hosted in the district Board Room. The professional learning was intentionally aligned to the district's instructional priorities, including our Teaching and Learning Standards Rubric and our focus on increasing meaningful student discourse and engagement.

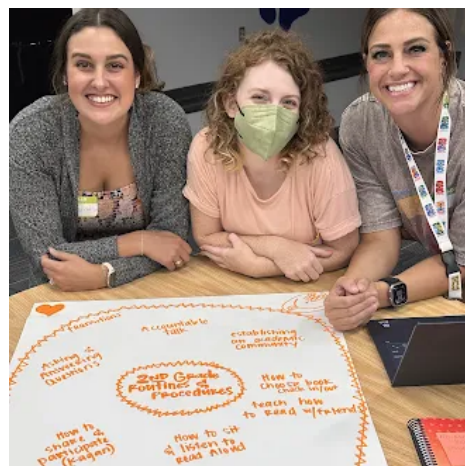
Throughout the institute, participants experienced Kagan Cooperative Learning structures firsthand while building practical strategies to increase student collaboration, academic conversations, and ownership of learning. Each teacher leader received a stipend in recognition of their commitment to serve as a model classroom practitioner and to support colleagues as Kagan implementation expands across the district.

This training represents another important step in Osborn's districtwide implementation of Kagan Cooperative Learning. Teacher leaders have already begun sharing strategies with their school teams, and these practices will continue to be highlighted and supported through ongoing professional learning and district collaboration throughout the school year.

Focus of Update: ARC Kickoff & Professional Learning

Update:

Osborn's implementation of the American Reading Company (ARC) curriculum is off to a strong start through a series of intentional professional learning opportunities designed to prepare school leaders and teachers for a successful launch. On July 23, district Master Teachers participated in a three-hour collaborative planning session with an ARC coach, where they unpacked the curriculum, examined instructional routines, and built their capacity to support teachers throughout implementation. Later that day, principals

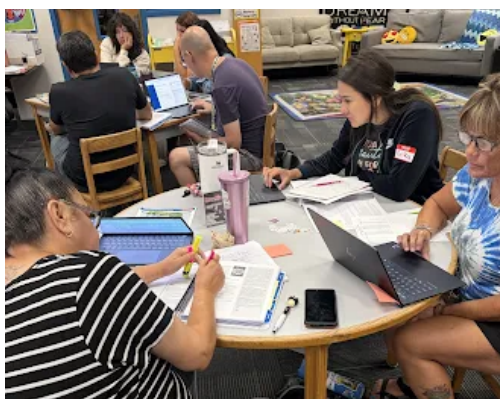




Board Meeting Date: August 18, 2026

participated in a virtual leadership session focused on understanding the instructional vision of ARC and identifying ways to support high-quality implementation on their campuses.

On July 29, every classroom teacher participated in six hours of ARC professional learning facilitated by ARC coaches across multiple district sites. Teachers explored the Unit 1 instructional sequence, literacy block routines, lesson planning, and backwards design while utilizing Osborn's collaborative planning tools to prepare for the first weeks of instruction. The differentiated training sessions ensured that every teacher received grade-level and program-specific support prior to the start of the school year.



One of the most exciting themes throughout the training was the enthusiasm teachers expressed about the curriculum itself. Educators were eager for students to engage with authentic, high-quality trade books—giving every child the opportunity to hold and read "real books" as

part of their daily literacy experience. Teachers also appreciated ARC's intentional emphasis on writing every day, recognizing the opportunity for students to strengthen their reading, writing, and critical thinking through meaningful, connected literacy experiences. The energy and optimism from both teachers and school leaders have created a strong foundation as Osborn begins full implementation of ARC across the district.





Focus of Update: Grants	
Update:	The district has received original FY27 entitlement grant allocations from the Arizona Department of Education. These amounts reflect initial allocations only and do not include FY26 carryover funds. Overall, several ESEA programs experienced decreases compared to FY26, while Title II and IDEA funding increased. FY27 Entitlement Grants • Title I, Part A: \$847,448.64 (decrease of \$95,794.56) • Title II, Part A: \$127,668.36 (increase of \$24,235.24) • Title III, Part A: \$66,343.05 (decrease of \$10,248.15) • Title IV, Part A: \$64,696.50 (decrease of \$3,393.71) • Johnson-O'Malley (JOM): \$5,297.85 (decrease of \$3,735.65) • Office of Indian Education (OIE) RISE: FY24–FY26 grant cycle concluded (\$30,000 reduction) • Title VI, Part A: \$39,267 (decrease of \$5,548) • IDEA Basic (611): \$650,534.86 (increase of \$116,404.10) • IDEA Preschool (619): \$21,674.69 (increase of \$1,543.25) FY27 Competitive Grants The district has successfully secured the following competitive grants: • 21st Century Community Learning Centers: \$120,000 (Year 1 of 5) supporting before and after-school programming at Longview. • Direct Student Services Grant: \$50,000 supporting NIET Mathematics Professional Development • Foundational Literacy Coach Grant: \$202,513.60 supporting two literacy coach positions. • School Safety Grant: \$629,952 (Year 1 of 3) supporting social workers at all six school sites. All sites have been awarded for 3 years with the exception of Montecito which has been awarded for 1 year. • Structured English Immersion (SEI) Budget: \$63,260.22 supporting EL Development instruction. • Systemic School Improvement Grant: \$35,000 supporting school improvement efforts at Solano.

TO: Governing Board
FROM: Sam Garcia
DATE: August 3, 2026
RE: MAINTENANCE / TRANSPORTATION UPDATE

Listed below are items that have been attended to during the past month.

All sites:

- ☐ District Office has 6 open work orders and 20 completed for June 1st - July 31st

Solano

- ☐ Maintenance Department has 46 open work orders and 39 completed for June 1st - July 31st

OMS

- ☐ Maintenance Department has 22 open work orders and 30 completed for June 1st - July 31st

Clarendon

- ☐ Maintenance Department has 34 open work orders and 37 completed for June 1st - July 31st

Encanto

- ☐ Maintenance Department has 21 open work orders and 53 completed for June 1st - July 31st

Longview

- ☐ Maintenance Department has 19 open work orders and 27 completed for June 1st - July 31st

Montecito

- ☐ Maintenance Department has 30 open work orders and 34 completed for June 1st - July 31st

Transportation Highlights

We have certified Lina Dagnino to drive our 925 Microbus. She was trained in July and started the first day of school in the Microbus. We have 3 more van drivers in the process of being trained to drive this Microbus as backup.

Perfect Attendance - June 1st - July 31st

Debbie Murillo, Jose Murillo, Annette Martinez, Efrain Gonzalez, Luis Ledezma, Jesus Garcia, Tedla Woldegebriel
Bruce Eddings, Cheryl Gilliland, Maria Flores, Ismirely Pena

Sam Garcia
Director of Maintenance and Transportation

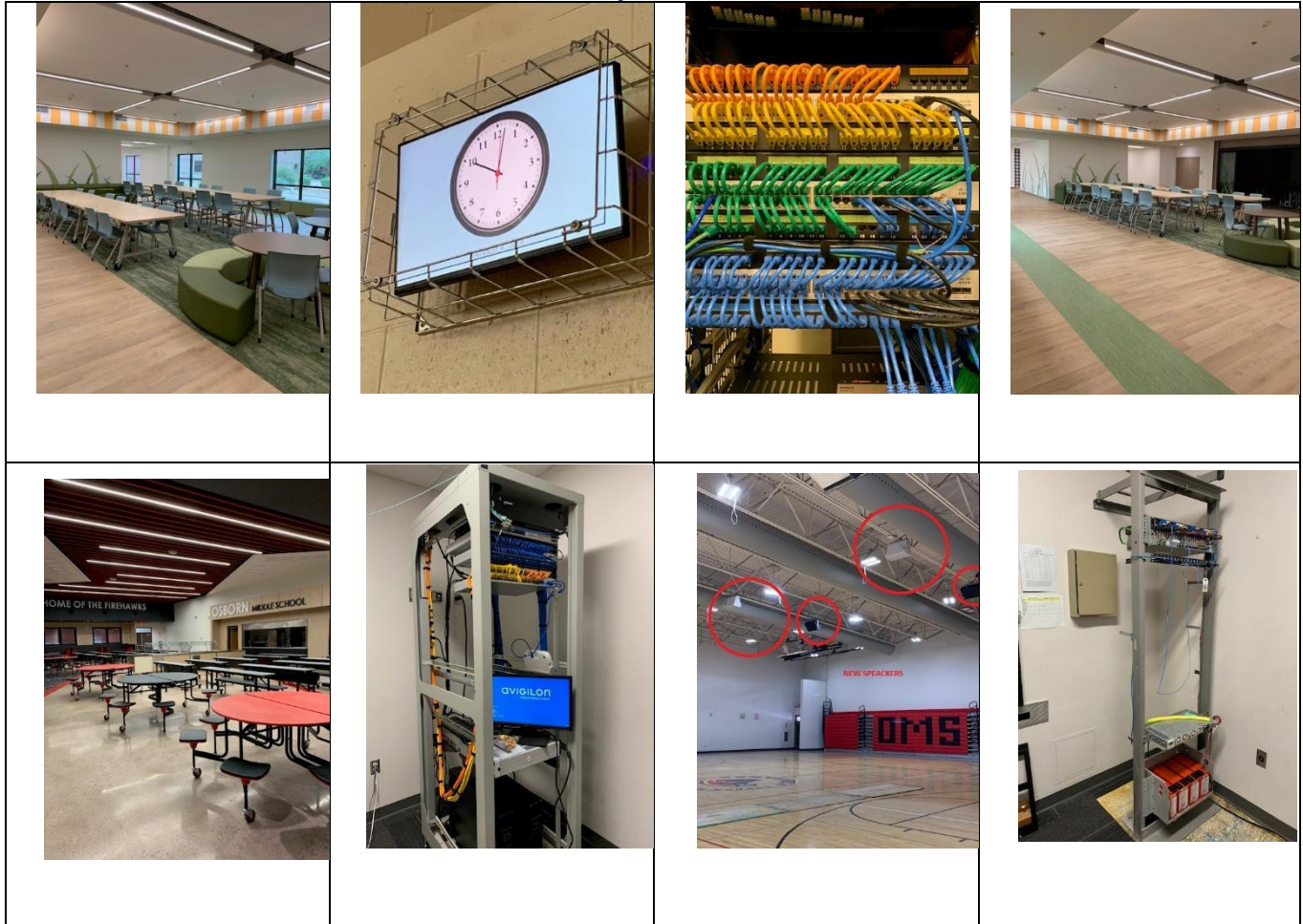


Technology Department Report

August 2026 - Jamal Dana

“Always connecting student safety & achievement to what we do”

1. **Help desk services:** The Tech Department started July with **551** help desk tickets. Our AVG response time was **2.62** hours meeting our goal.
2. **New Devices & Laptops:** We distributed & refreshed 2400 student Chromebooks and checked out new laptops for all staff. We placed in each library 200 devices to check out home for the school year.
3. **Montecito & OMS:** The infrastructure of the newly constructed areas are all functional.



4. **Solano Stage & OMS Gym:** We are working on getting a power outlet for the projector on the Solano stage. The audio has been tested and functional at OMS Gym and Solano stage. Will go live mid-August.
5. **OMS Data Room:** We have moved the data room from the assistant principal office to a new room.
6. **Disaster recovery:** A critical server went down. We restored it. Our disaster recovery is functional.
7. **Sharp copiers:** We installed all new copiers/printers and tested them districtwide.
8. **Email Gateway:** We turned on a free Email gateway offered by the state to the school district at no charge. This is going to save Osborn each year about \$22,000 by turning off the old system.
9. **E-rate:** we got funded for the second application with the amount of \$22,314.45 to cover the warranty on our critical equipment Along with the internet application that was a total of \$116,147.30 bringing the total E-rate funding to **\$138,461.75. End of report.**

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

Agenda Item Number – IX-A

Agenda Item

OEA Update

For Board: ☐ Action ☐ Discussion ☒ Information

Background –

The Osborn Education Association (OEA) will provide a general update to the Governing Board, which will include the current Advocacy Log number as well as an update on the most recent OEA meeting, including the location, key topics of discussion, and any special guests. In addition, we will share general staff feedback collected through monthly Hot Topic Surveys, provide an update on the status of Meet & Confer, and present questions or feedback generated from our review of the current Board Packet.

Legal

Financial

Governing Board Goals

- ☐ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

Information

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

Agenda Item Number –X-A

Agenda Item

Approval of Revision to the 2026/27 School District Expenditure Budget

For Board: ☒ Action ☒ Discussion ☒ Information

Background –

This budget revision for fiscal year 2026/27 allows the district to revise using the final budget forms from the Auditor General, due to the FY27 proposed and adopted budget using the preliminary budget forms. The attached worksheet provides a listing of the adjustments made to the latest revised budget.

Legal

A.R.S. §15-905.E

Financial

Governing Board Goals

- ☒ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

It is recommended that the Governing Board approve Revision of the 2026/27 School District Annual Expenditure Budget as presented.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

Agenda Item Number –X-B

Agenda Item

Approval of the proposed Instruction Time Model for Clarendon, Encanto, OMS, Longview and Solano Schools for the 2026-27 school year

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

[HB 2862](#) requires school districts to have two public hearings on alternative models of instruction for online schools.

HB 2682 allows a school, in its adopted instructional time model, to deliver the annual required instructional time or hours to students through any combination of:

- a) **Direct instruction** (presentation of academic content to students by teachers, such as in a lecture or demonstration)
- b) **Project-based learning** (engages students in solving a real-world problem or answering a complex question and demonstrating their knowledge and skills by creating a public product or presentation for a real audience)
- c) **Independent learning time** (when students are working without direct teacher input and includes work on educational programs, independent reading, homework, etc.)
- d) **Mastery-based learning** (a system in which students advance to higher learning levels upon demonstration of concept and skill mastery, regardless of time, place or pace)

HB 2682 also instructs a school to align its attendance policies to reflect the instructional time and hours under its adopted instructional time model.

The district is recommending the governing board adopt instruction time models for Clarendon, Encanto, OMS, Longview, Montecito and Solano Schools for the 26-27 school year. [Attached](#) are the developed attendance procedures for those students who complete their instructional minutes through the instructional time models.

Legal

A.R.S. §15-905

Financial

The expenditure budget sets forth the estimated parameters of District spending in 2026/27.

Governing Board Goals

- ☐ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

It is recommended that the Governing Board approve the proposed Instructional Time Model for
Clarendon, Encanto, OMS, Longview, Montecito and Solano Schools for the 26-27 school year

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

Agenda Item Number – X-C

Agenda Item

Approval of First Review of Trust Policy Revisions to the following policies

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

First review of the following Trust Policies

1-105	Board Member Conflict of Interest
3-102	Revenue
3-102.E	Revenue-Student Activities
5-212.B	Student clubs and Activities-Student Activities Fund
3-103	Expenses and Payroll
3-103.F	Expenses and Payroll—Food and Beverage Expenses
3-108	Audits
3-108.A	Audits- Audit Requirements (Procedure)
3-109.A	Procurement—Compliance Requirements
3-109.C	Procurement—Statutory Exemptions
3-109.D	Procurement—Construction Procurement
3-109.E	Procurement—Delegation of Authority
3-109	Procurement
1-302	Governing Board Meetings and Open Meeting Law Requirements
1-401	Parents/Legal Guardian Rights in Education
1-401.A	Parent/Legal Guardian Rights in Education—Parental Involvement (Procedure)
2-101	Duties of the Superintendent
3-203.A	Visitors—Prohibition Regarding Disruption (Procedure)
3-402.A	Records - Disclosure of Public Records (Procedure)
3-404.A	Insurance - Liability Coverage (Procedure)
4-204	Mandatory Reporting
5-201	Patriotic Exercises and Observance Days
5-216.B	Promotion and Retention of Students; Passing Grades—Advanced Math NEW (Procedure)
5-402	Department of Child Safety Interview and Custody
5-410	Interscholastic Athletics
3-301.A	Food Services-Nutrition (Procedure)

Legal

Financial

Governing Board Goals

- ☐Community Connectedness and Increased Enrollment
- ☐Maximize Student Learning & Achievement from PreK to High School

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

☐ Stewardship and Boardmanship

☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

It is recommended that the Governing Board approve first review of revisions to the Trust policies as listed.

Moved _____ Seconded _____

Section	Policy Name/Subject Matter	Notes	Additional Notes
Policy 1-105	Board Member Conflict of Interest	USFR FY 2027 revises the section regarding conflicts of interest and creates more specific recommendations for internal controls. The Trust recommends revision to and renaming of Policy © 1-105 to apply the conflict of interest substantive requirements to both board members and employees.	
Policy © 3-102 Revenue Procedure © 3-102.E Revenue—Student Activities Procedure © 5-212.B Student Clubs and Activities—Student Activities Fund	Student Activities	USFR FY 2027 revisions contain a new section that provides information on governing board members’ roles and responsibilities related to district finances. The revisions to the Policy 3-102 clarify the governing board’s responsibility either to approve student fundraisers or to delegate that duty with specified parameters. The Trust has outlined internal controls as per the USFR in Procedure 3-102.E. Suggested parameters have been added to Procedure 5-212.B regarding student clubs and activities.	USFR Revisions
Policy © 3-103 Expenses and Payroll Procedure © 3-103.F Expenses and Payroll—Food and Beverages Expenses NEW	Payroll	The revisions to Policy 3-103 clarify requirements for board approval of employee payments, delayed payroll operations, warrants, travel expenditures, and the provision of food and beverages at events. The Trust recommends that the new Procedure © 3-103.F be specifically approved via a resolution or by specific board action as requested by the Auditor General’s office. A sample resolution is also provided.	USFR FY 2027 Revisions
Policy © 3-108 Audit 3-108.A Procedure—Audits—Audit Requirements	Audit Authority	USFR FY 2027 specifies that governing boards shall approve the independent auditing firm and contract terms prior to annual or bi-annual financial audits. Revisions include these requirements	USFR FY 2027 Revisions

Procedure © 3-109.A Procurement—Compliance Requirements Procedure © 3-109.C Procurement—Statutory Exemptions Procedure © 3-109.D Procurement—Construction Procurement Procedure © 3-109.E Procurement—Delegation of Authority NEW	Procurement Thresholds, Requirements and Delegation	USFR FY 2027 raises the threshold for procurement of goods and services via written quotes from \$10,000 to \$15,000. The Trust recommends additional changes to the compliance requirements identified in Procedure 3-109.A to comply with the revised USFR. The revisions encompass additional language regarding multi-year contracts, acceptance of gifts, purchase from board members/employees, and contract administration. The Trust has added language from the USFR to clarify the statutory exemptions from procurement. The Trust recommends a new procedure to address requirements regarding delegation of procurement authority to the superintendent.	USFR FY 2027 Revisions
© 3-109 Procurement	Procurement of Insurance	Districts with at least three hundred employees that operate self-insurance programs for the purchase of specific insurance benefits must obtain quotes for insurance coverage and services once every four years. The requirement applies to district self-insurance programs for: (1) purchase of disability of health benefits plans insurance; (2) pooling of risks of loss for health or accident claims; and (3) the provision of health and medical services.	Chapter 231 (SB 1497) to be codified at A.R.S. § 15-382
1-302 Governing Board Meetings and Open Meeting Law Requirements	Executive Session and Consent Agendas	The Open Meeting Law will require that districts refrain from placing certain items on a consent agenda: any action pertaining to tax rates and action items following an executive session.	Chapter 62 (SB 2876) to be codified in Open Meeting Laws
© 1-401 Parent/Legal Guardian Rights in Education © 1-401.A Parent/Legal Guardian Rights in Education— Parental Involvement	Educational Materials Regarding Prevention of Sexual Contact	The Trust has made a correction to a statutory citation in Policy 1-401. In the accompanying procedure, the Trust recommends changes based upon the State Board of Education responsibility to develop a list of age-appropriate educational resources regarding the prevention and recognition of inappropriate contact, including sexual contact. School districts must make such resources available to students and parents/legal guardians once developed.	Chapter 188 (SB 1711) to be codified in A.R.S. § 15-160.05
© 2-101 Duties of the Superintendent	Weapons Detection System	School districts have the option of using weapon detection systems. Governing boards may permit superintendents to alter the detection system. Revised language addresses this option; the Trust has also added headings and revised this policy for readability.	Chapter 58 (HB 2730) to be codified at A.R.S. § 15-341

Procedure © 3-203.A Visitors— Prohibition Regarding Disruption	Drones	The criminal code prohibits the use of unmanned aircraft over school grounds when school is in session or when school activities are occurring. The Trust recommends that this be noted in the procedure prohibiting disruptions.	Chapter 236 (SB 1627) to be codified at A.R.S. § 13-3729
© 3-402.A Procedure— Records—Disclosure of Public Records	Public Records Requests	Based upon member feedback after the updates issued in June 2026, the Trust recommends adding language back to this procedure to capture the requirement that a public records request be acknowledged within five days after receipt if a district does not have a centralized automated system for public records requests.	A.R.S. § 39-121 et seq.
© 3-404.A Procedure—Insurance—Liability Coverage	Coverage Limits	Based upon member feedback, the Trust recommends that each member confirm that this procedure matches the limits listed in its coverage agreements with its insurance carrier, which are typically found in a member’s proposal acceptance form (PAF).	
© 4-204 Mandatory Reporting	Reporting to DCS	Mandatory reporters must make immediate reports to the Department of Child Safety if the reporter has direct knowledge of child abuse or neglect. Mandatory reporters may not delegate this duty. The Trust recommends conforming changes to policy.	Chapter 143 (SB 1127) to be codified at A.R.S. § 13-3620 and A.R.S. § 15-514
© 5-201 Patriotic Exercises and Observance Days	Patriotic Youth Groups	The proposed change adds optional language to permit building administrators to allow patriotic youth groups to address students and distribute materials during the first quarter of the school year.	Chapter 4 (HB 2312) to be codified at A.R.S. § 15-120.08

Procedure © 5-216.B Promotion and Retention of Students; Passing Grades—Advanced Math NEW	Placing Students in Advanced Math	The Trust proposes a new procedure to align to requirements that districts automatically place students in an advanced mathematics course if the students reach the highest proficiency on the statewide assessment or benchmark. The procedure outlines parental rights regarding objections to advanced math placement.	Chapter 92 (HB 2423) to be codified at A.R.S. § 15-708
© 5-402 Department of Child Safety Interview and Custody	DCS access to records and interviews	Suggested revisions to policy address explicit requirements to permit Department of Child Safety (DCS) workers to access educational records. Districts may not prohibit interviews of school employees, contractors, or volunteers	Chapter 28 (SB 1126) to be codified at A.R.S. § 15-141
© 5-410 Interscholastic Athletics	Requisite Employee Training	The Trust recommends updates to address training requirements for cardiopulmonary resuscitation, first aid, and automated external defibrillators, which will become mandatory on August 1, 2027.	Chapter 213 (HB 4043) to be codified at A.R.S. § 15-120.07
3-301.A Procedure—Food Services—Nutrition	Nutrition	The proposed change removes reference to the 2026-2027 school year regarding the prohibition on the sale of ultra-processed foods.	A.R.S. § 15-242.01



Model Policies and Procedures 2026/2027: Part 1 Suggested Updates

Updates

The Trust is issuing policy and procedure updates in segments for the 2026–2027 school year. Part 1 address changes in chapter 1, chapter 3, and chapter 5 necessitated by revisions to the Uniform System of Financial Records (USFR). The USFR revisions are already in effect, and the Trust recommends adoption of Part 1 as soon as possible.

Part 2 will address changes resulting from the recent legislative session and will be issued by August 3, 2026.

Part 3 concerns changes related to a single piece of legislation addressing student enrollment in unorganized territories and special education responsibilities for school districts. It will be issued by August 17, 2026.

Auditor General: Part 1

On June 26, 2026, the Arizona Auditor General's office, in conjunction with the Arizona Department of Education, issued revisions to the USFR for fiscal year (FY) 2027: [USFR](#). The revisions are currently in effect, with an implementation date of July 1, 2026. A summary of the changes issued by the Auditor General's office is available at the following link: [FY 2027 updated USFR distribution email](#).

Policy and Procedure Revision

The Trust suggests revision of four (4) policies and five (5) procedures based on the USFR revisions. The Trust also recommends adding two (2) new procedures.

General Recommendations

The Trust recommends that districts work with legal counsel to review and assist in the revisions. The Trust also advises that districts retain copies of their existing procedures prior to making changes.

Please note that districts must obtain governing board approval for policy revisions. Unless board policy dictates otherwise, governing boards are not required to approve procedures. The Trust recommends, however, that governing boards be advised of any changes to procedures. Additionally, we ask that you send your final approved policies and revised procedures to the Trust for placement on the district's MicroScribe platform.

The following tables describe proposed changes to the Trust model procedures, along with a corresponding summary of the revision. Actual proposed changes begin on p. 5, with additions and deletions noted in bold.

If you would like us to make these changes on the district's MicroScribe platform, please notify either Jennifer MacLennan at jmaclellan@the-trust.org or Lilian Le at lle@the-trust.org, or contact your member services coordinator.

Policy	Legal Foundation	Subject Matter
Policy © 1-105 Board Member Conflict of Interest	USFR FY 2027 revisions	Conflicts of Interest
USFR FY 2027 revises the section regarding conflicts of interest and creates more specific recommendations for internal controls. The Trust recommends revision to and renaming of Policy © 1-105 to apply the conflict of interest substantive requirements to both board members and employees.		

Policy and Procedure	Legal Foundation	Subject Matter
Policy © 3-102 Revenue Procedure © 3-102.E Revenue—Student Activities Procedure © 5-212.B Student Clubs and Activities—Student Activities Fund	USFR FY 2027 revisions	Student Activities Funds
USFR FY 2027 revisions contain a new section that provides information on governing board members' roles and responsibilities related to district finances. The revisions to the Policy 3-102 clarify the governing board's responsibility either to approve student fundraisers or to delegate that duty with specified parameters. The Trust has outlined internal controls as per the USFR in Procedure 3-102.E. Suggested parameters have been added to Procedure 5-212.B regarding student clubs and activities.		

Policy and Procedure	Legal Foundation	Subject Matter
Policy © 3-103 Expenses and Payroll Procedure © 3-103.F Expenses and Payroll—Food and Beverages Expenses NEW	USFR FY 2027 revisions	Payroll
The revisions to Policy 3-103 clarify requirements for board approval of employee payments, delayed payroll operations, warrants, travel expenditures, and the provision of food and beverages at events. The Trust recommends that the new Procedure © 3-103.F be specifically approved via a resolution or by specific board action as requested by the Auditor General's office. A sample resolution is also provided.		

Policy	Legal Foundation	Subject Matter
Policy © 3-108 Audit	USFR FY 2027 revisions	Audit Authority
USFR FY 2027 specifies that governing boards shall approve the independent auditing firm and contract terms prior to annual or bi-annual financial audits. Revisions include these requirements.		

Procedure	Legal Foundation	Subject Matter
Procedure © 3-109.A Procurement—Compliance Requirements Procedure © 3-109.C Procurement—Statutory Exemptions Procedure © 3-109.D Procurement—Construction Procurement Procedure © 3-109.E Procurement—Delegation of Authority NEW	USFR FY 2027 revisions	Procurement Thresholds, Requirements, and Delegation
USFR FY 2027 raises the threshold for procurement of goods and services via written quotes from \$10,000 to \$15,000. The Trust recommends additional changes to the compliance requirements identified in Procedure 3-109.A to comply with the revised USFR. The revisions encompass additional language regarding multi-year contracts, acceptance of gifts, purchase from board members/employees, and contract administration. The Trust has added language from the USFR to clarify the statutory exemptions from procurement. The Trust recommends a new procedure to address requirements regarding delegation of procurement authority to the superintendent.		

Policy © 1-105 ~~Board Member Conflicts of Interest~~

Definitions

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

“Substantial interest” is any nonspeculative pecuniary or proprietary interest, either direct or indirect, other than a remote interest, as defined in [A.R.S. § 38-502 \(11\)](#).

“Remote interest” is a limited interest as defined by statute that does not disqualify a governing board member or employee from participating in a contract, sale, purchase, or decision, as defined in [A.R.S. § 38-502 \(10\)](#).

“Board member relative” means a Board member’s spouse or any person claimed as a dependent on the Board member’s income taxes. **Relative includes the spouse, child, child’s child, parent, grandparent, brother, or sister of the whole or half blood and their spouses and the parent, brother, sister, or child of a spouse as defined in [A.R.S. § 38-502\(9\)](#).**

“Employee” means all persons who are not public officers and who are employed on a full-time, part-time or contract basis by the District **as defined in [A.R.S. § 38-502\(2\)](#).**

“Make known” means the electronic or manual filing of a paper that is signed by a public officer or employee and that fully discloses a substantial interest or the filing of a copy of the official minutes of a public agency that fully discloses a substantial interest. The filing must be in the special file established pursuant to [A.R.S. § 38-509](#).

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

“Refrain from participating” means the public officer/employee must refrain from voting upon or otherwise participating in any manner as an officer or employee in any decision of a public agency or in any contract, sale, purchase, or decision for which they or their relative has a substantial interest as defined in [A.R.S. § 15-503 \(B\)](#).

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

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

Applicability

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

Prohibition

Board members shall refrain from voting on or otherwise participating in any manner in any district contract, sale, purchase, or decision in which they have a substantial interest.

Employees shall not participate in the procurement of any district contract, sale, purchase, or decision in which they have a substantial interest.

Participation may include actions such as approving, developing, introducing, administering, advising, providing information, influencing decisions, or requesting or directing others to approve the matter.

Board members and employees shall not use their official position to secure any valuable benefit for themselves or family members that would not ordinarily accrue to them.

A Board member's or employee's failure to recuse themselves from a contract, sale, purchase, or decision in which they have a conflict of interest could result in statutory violations, cancellation of District contracts, removal from office, or criminal penalties pursuant to [A.R.S. § 38-506](#) and [A.R.S. § 38-510](#).

Board Member Relatives

In accordance with [A.R.S. § 15-323](#):

1. Board members may vote on any budgetary, personnel, or other related question before the Board, except:
 - a. It is unlawful for a Board member to vote on a specific item **which that** concerns the appointment, employment, or remuneration of the Board member or a Board member relative.
 - b. It is unlawful for any Board member to vote on the employment of another Board member or on the employment of the spouse of a Board member unless specifically permitted by law.
2. In accordance with [A.R.S. § 15-421](#)(D), neither a Board member nor a Board member's spouse may be employed by the District unless specifically permitted by law.
 - a. A Board member must resign from the Board before the Board member or a Board member's spouse accepts any form of employment with the District unless otherwise permitted by law. In accordance with [A.R.S. § 15-502](#), a

Board member's dependent may be employed by the District only after receiving specific consent of the Board.

- b. A District employee or an employee's spouse may run for ~~membership in~~ **election to** Governing Board during the employee's term of employment after notifying the Superintendent and the Board President of the employee's or spouse's intent to run. If such an employee or the employee's spouse wins the election, the Employee must resign from the District before January 1 of the year following the election.
3. [Option for districts that are "small school districts"] A small school district (as defined in [A.R.S. § 15-901](#)) may employ directly or through a third-party contractor a substitute teacher who is related to a member of the Governing Board as the Board member's spouse or immediate family member. If a small school district employs a substitute teacher pursuant to [A.R.S. § 15-421](#)(E), the Governing Board member who is related to the substitute teacher shall be recused from voting on any matter relating to substitute teachers.

Employment of Former Board Member

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

[Option to increase the time period to more than two (2) years in above paragraph.]

In accordance with [A.R.S. § 15-323](#) and [A.R.S. § 38-503](#):

1. A Board member shall not participate in any manner regarding any transaction or approval of a vendor in which the board member has a substantial interest unless a specific statutory exception applies.
2. A Board member shall not supply to the District any equipment, material, supplies or services, unless pursuant to an award or contract let after public competitive bidding, except:
 - a. [FOR DISTRICTS WITH 3,000 OR MORE STUDENTS]

In accordance with [A.R.S. § 15-323](#), the District may make purchases from a Board member only if all the following conditions have been met:

- i. The purchase does not exceed \$300.00.
- ii. The total of all purchases (including the contemplated purchase) from any Board member within the previous twelve months does not exceed \$1,000.00.

- iii. The decision to purchase has been specifically approved by the Board and has not been delegated to an employee of the District.
- iv. The amount of the purchase or contract for purchase is included in the minutes of the meeting at which the Board approved the purchase.

a. [FOR DISTRICTS WITH FEWER THAN 3,000 STUDENTS]

In accordance with [A.R.S. § 15-323](#), the District may make purchases from a Board member only if all the following conditions have been met:

- i. The purchase amount is less than ~~[\$10,000.00]~~ **\$15,000.00/** [the amount for which procurement rules require either a written quote from multiple vendors or competitive bidding.]
- ii. The decision to purchase has been specifically approved by the Board and has not been delegated to an employee of the District.
- iii. The amount of the purchase or contract for purchase is included in the minutes of the meeting at which the Board approved the purchase.

Mandatory Disclosure of Conflicts of Interest

A Board member or employee who has or whose relative has a substantial interest in any contract, sale, purchase, or service or decision of the District shall annually make such interest known in the official records of the District. **Board members and employees shall promptly update their conflict of interest disclosures if their circumstances change during the school year.**

[Optional – recommended by Auditor General]. The District shall seek to obtain initial conflict of interest disclosures to be completed within five (5) days of an employee starting employment or a Board member starting a new term. Board members and employees shall update their disclosures within fifteen (15) days of a change in circumstance that results in a conflict of interest.

The District shall implement protocols to ensure that a Board member or employee who has disclosed a substantial interest refrains from voting on or from participating in any manner in the contract, sale, purchase, service or decision.

Maintenance of Disclosure of Conflict of Interest Forms

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

Training

The District shall provide conflict of interest training to all Board members and employees at least annually to ensure Board members and employees understand their responsibilities pursuant to law and District policy and procedures.

Adopted:

Legal Authority:

[A.R.S. §§ 38-501 through 511](#)

[A.R.S. § 15-213](#)

[A.R.S. § 15-323](#)

[A.R.S. § 15-421](#)

[A.R.S. § 15-502](#)

[A.R.S. § 38-509](#)

Participating Trust member districts should review each policy with their school board legal counsel before adoption.

Policy © 3-102 Revenue

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

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

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

Student Activities Funds

Pursuant to [A.R.S. § 15-1122 et seq.](#), the Board shall appoint a student activities treasurer. The Board may appoint an assistant student activities treasurer for each school in the District.

Student activities fund monies may be invested and reinvested by the Board. All monies earned by investment shall be credited to the student activities fund per [A.R.S. § 15-1123](#).

The treasurer shall maintain a detailed report of all cash receipts, disbursements, transfers, and cash balances of the Student Activities Fund. A report of this information must be presented to the Board at least monthly per [A.R.S. § 15-1123](#).

[Option 1]: The Board shall pre-approve all student activities fundraising events.

[Option 2]: The Board delegates to the Superintendent authority to pre-approve all student activities fundraising events. The Board retains discretion to approve any individual fundraising event.

The Superintendent may establish procedures to implement student fundraising. Student fundraising shall comply with all Board-approved parameters, including but not limited to those enumerated in Procedure 5-212.B. The Board shall receive monthly student activities fund reports of cash receipts, disbursements, transfers and cash balances

Adopted:

Legal Authority:

[A.R.S. § 15-341](#)

[A.R.S. § 15-342](#)

[A.R.S. § 15-1024](#)

[A.R.S. § 15-1025](#)

[A.R.S. § 15-1101](#)

[A.R.S. § 15-1102](#)

[A.R.S. § 15-1105](#)

[A.R.S. § 15-1121](#) *et seq.*

[A.R.S. § 15-1141](#) *et seq.*

[A.R.S. § 15-1221](#) *et seq.*

Uniform System of Financial Records

Participating Trust member districts should review each policy with their school board legal counsel before adoption.

Procedure © 3-102.E Revenue—Student Activities

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

The District shall require all student activities fundraising events to comply with the internal controls established by the USFR. These include:

1. Any student activities disbursements must be authorized by or on behalf of the student members of the particular club or organization as per [A.R.S. § 15-1122](#).
2. The individual club's or organization's cash balance must be sufficient before authorizing any disbursement.
3. Disbursements from student activities fund bank accounts must be made by check and signed by two persons, one of whom must be the student activities treasurer or assistant treasurer, and the other must be any other person authorized to sign by the Governing Board as per [A.R.S. § 15-1122](#).
4. The student club treasurer must maintain a detailed record of all cash receipts, disbursements, transfers, and cash balances of the student activities fund.
5. A report of this information must be presented to the Board at least monthly as per [A.R.S. § 15-1123](#).
6. The student activities treasurer or assistant student activities treasurer shall maintain a current record of the balances due to each student club. The records shall open to inspection by officers of the student clubs.
7. Student activities fund monies may be invested and reinvested. All monies earned by investment shall be credited to the student activities fund as per [A.R.S. § 15-1123](#).
8. Student activities monies shall not be used to defray any District expense but may be used to supplement students' educational activities or programs based upon student input.

Procedure © 5-212.B Student Clubs and Activities—Student Activities Fund

Student activities are defined in [A.R.S. § 15-1121](#) as student clubs, organizations, school plays, or other student entertainment. All funds raised ~~in accordance with District Policies and Procedures or with specific approval of the Board~~ by the efforts of students ~~in support of student organizations, clubs, school plays or other student entertainment~~, (except funds designated for the auxiliary operations fund) shall be deposited to the student activities fund.

All funds in the student activities fund shall be administered in accordance with the Uniform System of Financial Records for Arizona School Districts and [A.R.S. §§ 15-1121 through 1124](#). Funds raised through student efforts for the benefit of noncurricular student groups are not funds of the District and may therefore be used for any lawful purpose designated by the student leadership of the noncurricular student group, including for activities with a religious component.

A Board-appointed employee shall be designated as the student activities treasurer. If applicable, the Board may also designate an assistant student activities treasurer. **The student activities treasurer or an assistant student activities treasurer must prepare a monthly report of all revenues and expenditures of the student activities fund to be presented to the Governing Board at least monthly, in accordance with [A.R.S. § 15-1123](#).**

The District shall establish internal controls over student activities that are adequate to:

- **ensure the District has appropriate oversight over student clubs;**
- **ensure student activities monies are adequately safeguarded from fraud, theft, and misuse;**
- **ensure student club activity is properly authorized by each club and documented in club meeting minutes; and**
- **maintain accurate and complete records of student club financial activity.**

A student club may participate in a joint fundraising project with an outside group such as a parent-teacher organization if the District has approved the project. The proceeds will be allocated proportionately between the two organizations based on the proportion of effort each group devoted to the project.

[Sample – May Customize]

All student fundraising shall comply with the following parameters:

- **All activities should be planned and carried out so as to safeguard the health, safety, and general well-being of students.**

- No student may be required to participate in a fundraiser.
- Student participation in school day fundraising may only occur during non-instructional periods, such as lunch or recess, with permission from the building administration.
- Foods and beverages served in fundraising activities during school hours shall comply with all federal and state nutrition restrictions and requirements.
- Schools will not be involved in any way with fundraising activities that involve the use or sale of weapons, alcohol, tobacco, drugs, or medications, and/or any material that encourages violence, immorality, or abusive behavior.
- Fundraising for personal benefit is prohibited.
- Students are prohibited from going door-to-door for sales or canvassing the community.
- Specific building administration oversight and approval are required if school-sponsored organizations propose to raise funds using social media or other crowdfunding techniques (e.g. GoFundMe).
- When outside companies or agencies are used for fundraising, the quality of the product and reputation of the firm must be vetted by the District's business office.
- Fundraising activities should result in minimal disruption to the school day or instruction.
- A student club may not hold a raffle.
- Fundraisers must comply with all federal, state, and local regulations.

Participating Trust member districts should review each policy with their school board legal counsel before adoption.

Policy © 3-103 Expenses and Payroll

All expenditures must be approved by the Governing Board.

Payroll

The Board shall annually set the salaries and benefits of employees for the succeeding year. **The Board shall approve the form of employee contracts and compensation agreements. The Board shall approve terms of employment, including compensation for additional duties.**

The District shall designate two **(2)** or more days each month, not more than sixteen **(16)** days apart, to pay wages to employees. The District shall provide employees with a total compensation statement as required by [A.R.S. § 15-341](#)(45). **The District shall operate a delayed payroll system; wages shall be paid in arrears.**

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

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

Supervisors must provide advance written approval for any overtime assignments.

Warrants and Vouchers

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

In accordance with [A.R.S. § 15-321](#)(G), Board members must review and sign all expenditure vouchers before the vouchers are sent to the County School Superintendent for warrant processing. A signed voucher for payment of an expense or salary may be submitted between Board meetings if the Board has passed a resolution allowing such submission and if the voucher is ratified by the Board at its next regular or special meeting.

If the District is approved to assume accounting responsibility as authorized by [A.R.S. § 15-914.01](#), the District shall prepare its own warrants and shall not process expenditure vouchers through the County School Superintendent.

Encumbrances

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

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

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

Travel Expenditures

All travel expenses, including reimbursements, shall not exceed the maximum amounts established by the Arizona Department of Administration (ADOA) in accordance with [A.R.S. § 38-621](#) et seq. and the State of Arizona Accounting Manual (SAAM). The Superintendent is authorized to prescribe procedures regarding travel reimbursements for employees and for Board members.

Food and Beverages

The Board authorizes the provision of food and beverages at District events pursuant to [A.R.S. § 15-342\(39\)](#). The provision of food and beverages benefits at official District functions directly supports the District's educational mission by facilitating training, governance, planning, emergency response, recruitment, employee development, and other official District business that benefits students and the public.

The Superintendent is authorized to prescribe procedures regarding the provision of food and beverages that shall address expenditure limits and the use of District funds.

Credit Cards

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

Adopted:

Legal Authority:

[A.R.S. § 15-341](#)

[A.R.S. § 15-121](#)

[A.R.S. § 15-135](#)

[A.R.S. § 15-304](#)

[A.R.S. § 15-321](#)

[A.R.S. § 15-342](#)

[A.R.S. § 15-502](#)

[A.R.S. § 15-503](#)

[A.R.S. § 15-906](#)

[A.R.S. § 15-914.01](#)

[A.R.S. § 23-351](#)

[A.R.S. § 23-352](#)

[A.R.S. § 23-353](#)

[A.R.S. § 38-621](#)

[A.R.S. § 38-624](#)

[A.R.S. § 43-401](#)

[26 U.S.C. §§ 401, -403 and -457](#)

[29 U.S.C. § 201](#) *et seq.*

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

Uniform System of Financial Records

Participating Trust member districts should review each policy with their school board legal counsel before adoption.

Procedure © 3-103.F Expenses and Payroll—Food and Beverage Expenses

[Sample Procedure – May Be Personalized]

The Governing Board finds that providing food and beverages at official District functions directly supports the District's educational mission by facilitating training, governance, planning, emergency response, recruitment, employee development, and other official District business that benefits students and the public.

All expenditures shall be in accordance with [A.R.S. § 15-342\(39\)](#), other applicable state laws, the Uniform System of Financial Records (USFR), Arizona Constitution's gift clause, and the identified funds' allowable uses.

A. Parameters

The following parameters are established:

1. The purchase of food and beverages must be authorized by the Superintendent or designee in advance of the event.
2. Meals and refreshments must be incidental to the meeting or conference and commensurate with the scale of the event.
3. Refreshments must be designed to encourage attendance and full participation of attendees.
4. District funds may not be used to purchase alcohol.
5. Food and beverages may not be authorized when the provision of food and beverages is already included in the cost to attend a specific event.
6. The District shall only purchase food and beverages using permitted fund accounts.

B. Authorized Events

The Superintendent shall not authorize food or beverage expenditures outside the specific events identified herein without further Board approval:

- Governing Board meetings
- Governing Board retreats and strategic planning meetings
- District-sponsored employee trainings and professional development
- New employee orientation

- Beginning of year and end of year events
- Parent Teacher Conferences
- District leadership meetings
- Department retreats and annual planning meetings
- Required compliance or safety training
- Recruitment fairs and employee recruitment activities
- Emergency operations requiring employees to remain on duty
- Student-related educational events where refreshments directly support the educational program
- Official District ceremonies, recognition events, and community engagement activities approved by the Superintendent
- Other District-sponsored instructional, operational, governance, employee development, or student activities that have a documented public purpose and are approved in accordance with District administrative procedures established under this Resolution.
- District-approved student activities, including student clubs, organizations, athletic programs, fine arts programs, Career and Technical Education (CTE) events, leadership conferences, academic competitions, field trips, student travel, and other school-sponsored activities where meals or refreshments directly support student participation or the educational purpose of the event and comply with applicable State law, the USFR, funding restrictions, and District policies.
- Working meals and off-site meetings conducted for official District business, including strategic planning sessions, professional development, leadership meetings, collaborative planning meetings, and other District-approved meetings where conducting business during the meal period improves operational efficiency or is necessary due to the duration or location of the meeting

C. Expenditure Limits

The cost of any food and/or beverages provided shall not exceed as follows:

- Breakfast: Up to \$13 per participant

- **Lunch: Up to \$18 per participant**
- **Dinner: Up to \$22 per participant**
- **Refreshments/Snacks: Up to \$10 per participant**
- **Limits include food, beverages, taxes, gratuities, and delivery fees**

D. Allowable Funding Sources

Purchases authorized shall be made only from District funds legally authorized for such expenditures. Federal grant funds shall be used only when expressly permitted by the applicable grant requirements.

E. Documentation

Each expenditure shall include documentation supporting the official District event, date and location, number of attendees, public purpose, funding source, and compliance with District procedures.

Participating Trust member districts should review each policy with their school board legal counsel before adoption.

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The Auditor General recommends that governing boards adopt restrictions regarding the services of food and beverage either by policy or by resolution. The Trust has provided a sample resolution that mirrors this procedure.

Policy © 3-108 Audits

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

Independent Auditors

The Governing Board shall approve the independent certified public accountant or firm that will conduct requisite financial and compliance audits and shall approve the proposed audit contract terms. The Superintendent shall implement procedures that comply with all state and federal requirements for District fiscal management and audits. ~~The Superintendent shall contract with an independent certified public accountant for an annual financial and compliance audit.~~

Roll Call Vote

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

Posting Requirements

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

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

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

Adopted:

Legal Authority:

[A.R.S. § 15-213](#)

[A.R.S. § 15-903](#)

[A.R.S. § 15-914](#)

[A.R.S. § 15-914.01](#)

[A.R.S. § 41-1279.03](#)

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

Uniform System of Financial Records

Participating Trust member districts should review each policy with their school board legal counsel before adoption.

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

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

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

If the District spends ~~\$750,000~~ \$100,000 or more annually in federal awards, the District shall comply with the federal annual single audit requirements, requiring an audit of financial statements and federal programs.

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

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

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

Participating Trust member districts should review each policy with their school board legal counsel before adoption.

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Procedure © 3-109.A Procurement—Compliance Requirements

The District shall comply with all requisite procurement laws and regulations, including but not limited to the State Board of Education's procurement code for school districts (School Procurement Code) in [Ariz. Admin. Code R7-2-1001](#) *et seq.*, [A.R.S. § 15-213](#), and [A.R.S. § 15-271](#).

Procurement is the buying, purchasing, renting, leasing, or otherwise acquiring of any materials, services, construction, or construction services. Procurement also includes all functions that pertain to the obtaining of any material, service, construction, or construction services, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

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

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

The District shall follow the procurement rules (A.A.C. R7-2-1001 *et seq.*) adopted by the State Board of Education for purchases that exceed \$100,000 as per [A.R.S. § 15-213](#) and [A.R.S. § 41-2535](#).

The District shall follow the USFR guidelines for written quotes for purchases costing at least \$15,000 and less than \$100,000 as per [A.R.S. § 15-271](#).

A. Quotations

Purchases of less than ~~\$10,000~~ **\$15,000** may be made at the discretion of the Superintendent. Such procurements are not subject to competitive purchasing requirements; however, reasonable judgment should be used to ensure the purchases are advantageous to the District.

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

~~quotations, or explaining why written price quotations were not obtained, shall be maintained in the procurement file.~~

A. Written Quotations

For purchases costing at least \$15,000 and less than \$100,000, the District shall endeavor to obtain written price quotes from at least three (3) vendors. Requests for written quotes should be issued in sufficient time and with adequate detail to allow vendors to effectively respond and should include the information designated in the procurement section of the USFR. If the District has exhausted all known vendor options that provide the required good or service, it should retain documentation supporting the vendors contacted that did not respond.

B. Sealed Bids or Proposals

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

C. Bidder List

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

D. Cooperative Purchasing

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

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

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

E. Emergency Purchases

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

F. Sole Source Procurements

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

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

G. Alternative Procurement

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

H. Electronic Bidding/Reverse Auctions

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

I. No Bid Splitting

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

J. Multiple Year Purchases

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

Before using a multiterm contract, for purchases over \$100,000, the District must determine in writing that:

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

Contracts for materials or services and contracts for job-order-contracting construction services may be entered into for more than five (5) years if, before the procurement solicitation is issued, the Board determines in writing that a contract of longer duration would be advantageous to the District.

K. Acceptance of Gifts

Governing Board members, District employees, their supervisors, and others who participate in the planning, recommending, selecting, or contracting for materials, services, goods, construction, or construction services for the District or from a school purchasing cooperative are prohibited from accepting any personal gift or benefit from a person or vendor that has secured or has taken steps to secure a contract, purchase, payment, claim, or financial transaction with the District or the school purchasing cooperative. Board members and District employees may accept gifts or benefits of nominal value from a vendor as permitted by statute.

L. Purchase from Board Member or Employee

The District must follow the requirements and restrictions prescribed in [A.R.S. § 15-323](#), [A.R.S. § 38-503](#)(C) and Policy 1-105 related to purchasing any equipment, material, or services from Board members or employees.

M. Documentation and Inspection

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

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

N. Contract Administration

Following the award of a contract, the District shall monitor vendor compliance with all terms and conditions contained within the contract. The District shall review and monitor project completion progress; inspect materials, services, or construction provided; renegotiate and modify contract terms using an amendment process, if needed; and ensure contract pricing, terms, and conditions are met prior to making payments. The District's business office will confirm that sufficient budget is available for each purchase and track total spending under the contract to ensure it remains within approved limits.

Participating Trust member districts should review each procedure with their school board legal counsel before adoption.

Procedure © 3-109.C Procurement—Statutory Exemptions

The Districts must follow the procurement rules adopted by the State Board of Education in Ariz. Admin. Code R7-2-1001 et seq. for purchases exceeding \$100,000 except for sixteen (16) exempted items described in Ariz. Admin. Code. R7-2-1002(C), including but not limited to the following:

- **expenditures from student activity monies as defined in A.R.S. § 15-1121, if no District funds are involved (see A.A.C. R7-2-1002(C)(6));**
- **expenditures for Governing Board–adopted textbooks as defined in A.R.S. §§ 15-721 and 15-722, if purchased from the publisher (see A.A.C. R7-2-1002(C)(7)); and**
- **purchases of professional certifications, professional memberships, conference registrations, conference hotels and airfare that meets Arizona Department of Administration requirements (see A.A.C. R7-2-1002(C)(1)).**

A. Special Education Services

The District is not required to engage in competitive bidding to place a student in a private school that provides special education services if such placement is prescribed in the student's individualized education program and the private school has been approved by the Arizona Department of Education Division of Exceptional Student Services.

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

B. Intergovernmental Agreements

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

C. Insurance

The District is not required to engage in competitive bidding to make a decision to participate in insurance programs or purchase re-insurance subject to the parameters of [A.R.S. § 15-213](#) and [A.R.S. § 15-382](#).

D. Funds Held In Trust

~~The District may be exempt from compliance in spending extracurricular activities fees tax credit contributions and monies held in trust by the District, such as student activities monies. The District may be required to competitive bid~~

~~the use of funds from such accounts if the purchase is from an employee or Governing Board member.~~

The District may be exempt from procurement compliance requirements when spending extracurricular activity fees, tax credit contributions, and monies held in trust by the District, such as student activity funds. Competitive bidding may be required if the expenditure is used to procure goods or services from a District employee or Governing Board member.

Participating Trust member districts should review each policy with their school board legal counsel before adoption.

Procedure © 3-109.D Procurement—Construction Procurement

Prior to initiating procurement for constructing school buildings and purchase or lease of school sites, the Governing Board must obtain voter approval in accordance with [A.R.S. § 15-341](#) and [A.R.S. § 15-342\(25\)](#), except when the buildings and sites are completely funded from one or more of the following:

- a. **monies in the Unrestricted Capital Outlay (UCO) Fund, provided that the estimated cost does not exceed \$250,000 for a district that uses a small school adjustment prescribed in A.R.S. § 15-949.**
- b. **monies distributed from the School Facilities Oversight Board established by [A.R.S. § 41-5701.02](#) or by the School Facilities Division within the Department of Administration; or**
- c. **monies specifically donated for constructing school buildings.**

Expenditures for the procurement of construction, materials and services shall comply with the Arizona Constitution, [A.R.S. § 38-501](#) *et seq.*, [A.R.S. § 15-213](#) *et seq.*, the State Board of Education's procurement code for school districts, and the Auditor General's Uniform System of Financial Records (USFR).

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

Participating Trust member districts should review each policy with their school board legal counsel before adoption.

Procedure © 3-109.E Procurement—Delegation of Authority

Pursuant to Policy 2-101 and Policy 3-109 and in accordance with [Ariz. Admin. Code R7-2-1007](#), the Governing Board delegates authority to the Superintendent to approve all procurements under the \$100,000 threshold.

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

The Superintendent's delegated procurement authority includes but is not limited to the following:

- **authority to make determinations required by the procurement rules published by the State Board of Education;**
- **authority to award contracts;**
- **authority to make sole source and emergency procurements;**
- **authority to authorize multi-year contracts;**
- **authority to designate an individual as the District representative to address any bid protest; and**
- **authority to approve change orders and contract modifications.**

The delegation of authority to the Superintendent is for an indefinite term and may be modified or revoked through Board action at a public meeting.

Participating Trust member districts should review each procedure with their school board legal counsel before adoption.

Policy © 3-109 Procurement

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

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

Governing Board Approval

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

Delegation of Procurement Authority

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

Multi-Year Purchases

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

Public Inspection

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

Conflict of Interest

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

Board members and District staff shall file the disclosure of any conflict of interest. If a Board member or District employees or their relatives have a conflict of interest in any procurement of services, equipment, or construction, the Board member or District employee shall refrain from participating in any way in the procurement, including but not limited to making recommendations, giving advice or communicating with anyone involved in the procurement process.

Vendor Relations

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

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

Purchase from District Employees or Board Members

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

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

Insurance [applicable for districts that self insure and employ over 300 people]

If the District operates a self-insurance program pursuant to [A.R.S. § 15-382](#) to: (1) purchase disability or health benefit plans insurance; (2) pool the retention of risk of losses for health or accident claims; or (3) provide health and medical services, and if the District employs at least three hundred (300) employees, the Board shall obtain quotes for coverage and services from authorized service providers at least once every four (4) year period. The District shall not renew coverage or services from any person that fails to provide timely, accurate and complete information as required by law.

Job Order Contracting

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

Adopted:

Legal Authority:

[Ariz. Const. Art. IX](#), § 7

[A.R.S. § 11-952](#)

[A.R.S. § 15-213](#) *et seq.*

[A.R.S. §15-271](#)

[A.R.S. § 15-323](#)

[A.R.S. § 15-382](#)

[A.R.S. § 15-765](#)

[A.R.S. § 38-501](#) *et seq.*

[A.R.S. § 35-393](#) *et seq.*

[A.R.S. § 41-2535](#)

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

Uniform System of Financial Records

Participating Trust member districts should review each policy with their school board legal counsel before adoption.



Model Policies and Procedures

2025/2026: Volume 2 Suggested Updates

Introduction

The Trust is proposing minor changes to four procedures in Chapter 3 of the Trust Model Policies. Procedures generally do not require board approval. The Trust recommends that members implement the changes recommended below.

Audit Threshold for Federal Grants

The federal Office of Management and Budget (OMB) maintains Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the “Uniform Guidance”) and updates it every five years. The 2024 update increased the Single Audit threshold effective July 1, 2026 from \$750,000 to \$1,000,000 in federal grants expended during a fiscal year (2 C.F.R. 200.501). This updated threshold applies beginning with FY 2027 audits.

The Trust proposes a revision to Procedure 3-108.A, entitled, “Audits—Audit Requirements,” to alter the threshold amount.

Visitor Policy

The Trust recommends limited revision to Procedure 3-203.A, entitled, “Visitors—Prohibition Regarding Disruption,” based on a Ninth Circuit Court of Appeals decision, *Hartzell v. Marana Unified School District*, 130 F. 4th 722 (9th Cir. 2025). The Ninth Circuit upheld a challenge to Marana USD’s policy pertaining to removal of persons due to “speech or language that is offensive or inappropriate to the limited forum of the public school educational environment.” *Id.* at 737–738. The proposed revision alters the language in the Trust procedure to align with the court’s findings.

Nutrition

The Trust is removing a reference to the 2026–2027 school year in Procedure 3-301.A, entitled, “Food Services—Nutrition.” Districts are not permitted to sell ultra-processed foods in the upcoming school year.

Public Records Requests

The Trust is proposing a revision to Procedure 3-402.A, entitled, “Records—Disclosure of Public Records.” The revision proposes removal of items that are not required by law and includes an option to add any fee structure.

General Recommendations

The Trust recommends that districts work with legal counsel to review and assist in the revisions. The Trust also advises that districts retain copies of their existing procedures prior to making changes.

The following tables describe proposed changes to the Trust model procedures, along with a corresponding summary of the underlying legislation, regulation, or court holding. Actual proposed policy changes begin on p. 4, with additions and deletions noted in bold.

If you would like us to make these changes on the district’s MicroScribe platform, please notify either Jennifer MacLennan at jmaclellan@the-trust.org or Lilian Le at lle@the-trust.org, or contact your member services coordinator.

Procedure	Legal Foundation	Subject Matter
© 3-108.A Procedure—Audits— Audit Requirements	Office of Management and Budget 2024 Revision to Uniform Guidance 2 C.F.R. 200.501	Audit Threshold
The proposed change reflects the \$100,000 threshold for an annual single audit requirement.		

Procedure	Legal Foundation	Subject Matter
© 3-203.A Procedure— Visitors—Prohibition Regarding Disruption	<i>Hartzell v. Marana USD</i>	Visitor Disruption
The proposed change alters the language that permits a school district to remove a visitor from campus based on use of “profane or similarly inappropriate language.”		

Procedure	Legal Foundation	Subject Matter
© 3-301.A Procedure—Food Services—Nutrition	A.R.S. § 15-242.01	Nutrition
The proposed change removes reference to the 2026-2027 school year regarding the prohibition on the sale of ultra-processed foods.		

Procedure	Legal Foundation	Subject Matter
© 3-402.A Procedure— Records—Disclosure of Public Records	A.R.S. § 39-121 <i>et seq.</i>	Public Records Requests
The proposed change removes any requirement that a district post a contact person for public records requests or acknowledge receipt of a public records request within five days.		

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

Definitions

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

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

“Parents’ Bill of Rights” means [A.R.S. § 1-602](#).

Parents’ Protected Rights and Bill of Rights

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

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

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

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

Development of Procedures

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

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

Access to Information

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

1. a copy of this Policy;
 2. information on where to find procedures adopted in accordance with this Policy;
- and

3. the availability of the educational teaching background and experience in academic content subject areas for all instructional staff.

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

Pursuant to ~~[A.R.S. §15-160.03](#)~~ [A.R.S. § 15-160.04](#), a parent/legal guardian may request the health care credentials of an individual who provides routine health care services to students in a school's health office, including any license, certificate, permit or registration to practice a health care profession. The District is not required to release personally identifiable information about the individual.

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

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

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

Adopted:

Legal Authority:

[A.R.S. § 1-601](#)

[A.R.S. § 1-602](#)

[A.R.S. § 15-102](#)

[A.R.S. § 15-104](#)

[A.R.S. § 15-110](#)

[A.R.S. § 15-113](#)

[A.R.S. § 15-117](#)

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

[Consultation with parents/legal guardians, teachers, and administrators required]

[Option 1: A. Survey and Comments]

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

[Option 2: B. Committee]

The Board shall appoint ____ parents or legal guardians, ____ teachers, and ____ administrators to a Parental Advisory Committee, which shall be chaired by the Superintendent. The Parental Advisory Committee shall evaluate the District's procedures regarding parental involvement in educational activities and in areas such as homework, attendance, and discipline. The Parental Advisory Committee shall annually share its findings and suggestions for improving parental involvement with the Board.

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

1. *Parent or legal guardian satisfaction survey*
 - a. The [Position] shall develop and administer a parent or guardian-teacher satisfaction survey that shall be sent to parents or guardians and teachers annually. The [Position] shall present the survey to and obtain approval from the Board prior to administering the survey and shall share the results of the survey with the Board promptly upon completion.
2. *Curriculum transparency*
 - a. [SEE POLICY 5-207 "CURRICULUM ADOPTION" AND POLICY AND PROCEDURES FOR POLICY 5-208 "AVAILABILITY OF AND ACCESS TO INSTRUCTIONAL MATERIALS AND ACTIVITIES"]
3. *Objections to learning materials*
 - a. [SEE POLICY AND PROCEDURES FOR POLICY 5-208 "AVAILABILITY OF AND ACCESS TO INSTRUCTIONAL MATERIALS AND ACTIVITIES"]
4. *Sex education—courses*
 - a. [SEE POLICY 5-218 "SEX EDUCATION"]

5. *Sex education—curriculum*
 - a. [SEE POLICY 5-218 “SEX EDUCATION”]
6. *Clubs and activities*
 - a. [SEE POLICY 5-212 “STUDENT CLUBS AND ACTIVITIES”]
7. *Parental rights and responsibilities*
 - a. The District shall prominently post a link to the [Arizona Department of Education Parental Rights Handbook](#) on the District’s website.
8. *Access to student records*
 - a. [SEE POLICY AND PROCEDURES FOR POLICY 5-303 “STUDENT RECORDS”]

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

1. ~~R~~request to review curriculum and instructional materials;
2. ~~R~~request to withdraw their student from activities involving ~~H~~harmful ~~M~~materials;
3. ~~P~~permission to participate in sex education;
4. ~~P~~permission to participate in a mental health screening;
5. ~~R~~request for a waiver ~~for~~ of immunization requirements;
6. ~~R~~request to withdraw their student from participation in an AIDS education program;
7. ~~R~~request for information regarding the educational and teaching background and experience of instructional staff; and/or
8. ~~P~~permission to participate in surveys covered by [A.R.S. § 15-117](#).

The District shall inform parents or legal guardians of State Board of Education–approved resources regarding the prevention and recognition of inappropriate forms of contact (including sexual contact) pursuant to A.R.S. § 15-160.05.

Participating Trust member districts should review each policy with their school board legal counsel before adoption.

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

A. Definitions

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

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

B. Interference Prohibited

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

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

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

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

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

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

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

Participating Trust member districts should review each policy with their school board legal counsel before adoption.

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© 3-301.A Procedure—Food Services—Nutrition

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

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

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

Beginning in the 2026-2027 school year, the The District shall not serve, sell or allow a third party to sell ultra-processed foods on a school campus during the school day. Ultra-processed foods are defined in [A.R.S. § 15-242.01](#).

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

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

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

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

Participating Trust member districts should review each policy with their school board legal counsel before adoption.

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Procedure © 3-103.F Expenses and Payroll—Food and Beverage Expenses

[Sample Procedure – May Be Personalized]

The Governing Board finds that providing food and beverages at official District functions directly supports the District's educational mission by facilitating training, governance, planning, emergency response, recruitment, employee development, and other official District business that benefits students and the public.

All expenditures shall be in accordance with [A.R.S. § 15-342\(39\)](#), other applicable state laws, the Uniform System of Financial Records (USFR), Arizona Constitution's gift clause, and the identified funds' allowable uses.

A. Parameters

The following parameters are established:

1. The purchase of food and beverages must be authorized by the Superintendent or designee in advance of the event.
2. Meals and refreshments must be incidental to the meeting or conference and commensurate with the scale of the event.
3. Refreshments must be designed to encourage attendance and full participation of attendees.
4. District funds may not be used to purchase alcohol.
5. Food and beverages may not be authorized when the provision of food and beverages is already included in the cost to attend a specific event.
6. The District shall only purchase food and beverages using permitted fund accounts.

B. Authorized Events

The Superintendent shall not authorize food or beverage expenditures outside the specific events identified herein without further Board approval:

- Governing Board meetings
- Governing Board retreats and strategic planning meetings
- District-sponsored employee trainings and professional development
- New employee orientation

- Beginning of year and end of year events
- Parent Teacher Conferences
- District leadership meetings
- Department retreats and annual planning meetings
- Required compliance or safety training
- Recruitment fairs and employee recruitment activities
- Emergency operations requiring employees to remain on duty
- Student-related educational events where refreshments directly support the educational program
- Official District ceremonies, recognition events, and community engagement activities approved by the Superintendent
- Other District-sponsored instructional, operational, governance, employee development, or student activities that have a documented public purpose and are approved in accordance with District administrative procedures established under this Resolution.
- District-approved student activities, including student clubs, organizations, athletic programs, fine arts programs, Career and Technical Education (CTE) events, leadership conferences, academic competitions, field trips, student travel, and other school-sponsored activities where meals or refreshments directly support student participation or the educational purpose of the event and comply with applicable State law, the USFR, funding restrictions, and District policies.
- Working meals and off-site meetings conducted for official District business, including strategic planning sessions, professional development, leadership meetings, collaborative planning meetings, and other District-approved meetings where conducting business during the meal period improves operational efficiency or is necessary due to the duration or location of the meeting

C. Expenditure Limits

The cost of any food and/or beverages provided shall not exceed as follows:

- Breakfast: Up to \$13 per participant

- **Lunch: Up to \$18 per participant**
- **Dinner: Up to \$22 per participant**
- **Refreshments/Snacks: Up to \$10 per participant**
- **Limits include food, beverages, taxes, gratuities, and delivery fees**

D. Allowable Funding Sources

Purchases authorized shall be made only from District funds legally authorized for such expenditures. Federal grant funds shall be used only when expressly permitted by the applicable grant requirements.

E. Documentation

Each expenditure shall include documentation supporting the official District event, date and location, number of attendees, public purpose, funding source, and compliance with District procedures.

Participating Trust member districts should review each policy with their school board legal counsel before adoption.

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The Auditor General recommends that governing boards adopt restrictions regarding the services of food and beverage either by policy or by resolution. The Trust has provided a sample resolution that mirrors this procedure.



Model Policies and Procedures 2026/2027: Part 2 Suggested Updates

Updates

The Trust is issuing policy and procedure updates in segmented parts for the 2026–2027 school year.

Part 1 was issued on July 22, 2026 and addressed USFR requirements.

The current update, Part 2, addresses requisite changes based on statutory revisions enacted during the 2026 legislative session as well as minor corrections.

The Trust will issue Part 3 by August 17, 2026, addressing changes related to enrollment of students from unorganized territories and provision of special education services (Chapter 102, House Bill 2621).

2026 Arizona Legislative Session

The Arizona Legislature adjourned on June 13, 2026. During the session, 2,190 bills were introduced, 211 passed the legislature, 123 were signed into law, and 88 were vetoed. Ten ballot referrals passed and have been sent to the Secretary of State. The general effective date for legislation passed during the session is September 12, 2026.

Policy and Procedure Revision

The Trust has revised eight (8) policies and four (4) procedures based on state legislation passed during the recently completed session and/or member input. The Trust also recommends one (1) new procedure in chapter 5.

General Recommendations

The Trust recommends that districts work with legal counsel to review and assist in policy and procedure revisions. The Trust also advises districts to retain copies of their existing procedures prior to making changes.

Please note that districts must obtain governing board approval for policy revisions. Unless board policy dictates otherwise, governing boards are not required to approve

procedures. The Trust recommends, however, that governing boards be advised of any changes to procedures. Additionally, we ask that you send your final approved policies and revised procedures to the Trust for placement on the district's MicroScribe platform.

The tables below describe proposed changes to the Trust model policies and procedures, along with a corresponding summary of the underlying legislation, regulation, or court holding. Actual proposed policy and procedure changes begin on p. 6, with additions and deletions noted in bold.

If you would like us to make these changes on the district's MicroScribe platform, please notify either Jennifer MacLennan at jmaclennan@the-trust.org or Lilian Le at lle@the-trust.org, or contact your member services coordinator.

Policy	Legal Foundation	Subject Matter
© 1-302 Governing Board Meetings and Open Meeting Law Requirements	Chapter 62 (SB 2876) to be codified in Open Meeting Laws	Executive Session and Consent Agendas
The Open Meeting Law will require that districts refrain from placing certain items on a consent agenda: any action pertaining to tax rates and action items following an executive session.		

Policy and Procedure	Legal Foundation	Subject Matter
© 1-401 Parent/Legal Guardian Rights in Education	Chapter 188 (SB 1711) to be codified in A.R.S. § 15-160.05	Educational Materials Regarding Prevention of Sexual Contact
© 1-401.A Parent/Legal Guardian Rights in Education—Parental Involvement		
The Trust has made a correction to a statutory citation in Policy 1-401.		
In the accompanying procedure, the Trust recommends changes based upon the State Board of Education responsibility to develop a list of age-appropriate educational resources regarding the prevention and recognition of inappropriate contact, including sexual contact. School districts must make such resources available to students and parents/legal guardians once developed.		

Policy	Legal Foundation	Subject Matter
© 2-101 Duties of the Superintendent	Chapter 58 (HB 2730) to be codified at A.R.S. § 15-341	Weapons Detection System
School districts have the option of using weapon detection systems. Governing boards may permit superintendents to alter the detection system. Revised language addresses this option; the Trust has also added headings and revised this policy for readability.		

Policy	Legal Foundation	Subject Matter
© 3-109 Procurement	Chapter 231 (SB 1497) to be codified at A.R.S. § 15-382	Procurement of Insurance
Districts with at least three hundred employees that operate self-insurance programs for the purchase of specific insurance benefits must obtain quotes for insurance coverage and services once every four years. The requirement applies to district self-insurance programs for: (1) purchase of disability of health benefits plans insurance; (2) pooling of risks of loss for health or accident claims; and (3) the provision of health and medical services.		

Procedure	Legal Foundation	Subject Matter
Procedure © 3-203.A Visitors—Prohibition Regarding Disruption	Chapter 236 (SB 1627) to be codified at A.R.S. § 13-3729	Drones
The criminal code prohibits the use of unmanned aircraft over school grounds when school is in session or when school activities are occurring. The Trust recommends that this be noted in the procedure prohibiting disruptions.		

Procedure	Legal Foundation	Subject Matter
© 3-402.A Procedure— Records—Disclosure of Public Records	A.R.S. § 39-121 <i>et seq.</i>	Public Records Requests
Based upon member feedback after the updates issued in June 2026, the Trust recommends adding language back to this procedure to capture the requirement that a public records request be acknowledged within five days after receipt if a district does not have a centralized automated system for public records requests.		

Procedure	Legal Foundation	Subject Matter
© 3-404.A Procedure— Insurance—Liability Coverage	.	Coverage Limits
Based upon member feedback, the Trust recommends that each member confirm that this procedure matches the limits listed in its coverage agreements with its insurance carrier, which are typically found in a member's proposal acceptance form (PAF).		

Policy	Legal Foundation	Subject Matter
© 4-204 Mandatory Reporting	Chapter 143 (SB 1127) to be codified at A.R.S. § 13-3620 and A.R.S. § 15-514	Reporting to DCS
Mandatory reporters must make immediate reports to the Department of Child Safety if the reporter has direct knowledge of child abuse or neglect. Mandatory reporters may not delegate this duty. The Trust recommends conforming changes to policy.		

Policy	Legal Foundation	Subject Matter
© 5-201 Patriotic Exercises and Observance Days	Chapter 4 (HB 2312) to be codified at A.R.S. § 15-120.08	Patriotic Youth Groups
The proposed change adds optional language to permit building administrators to allow patriotic youth groups to address students and distribute materials during the first quarter of the school year.		

Procedure	Legal Foundation	Subject Matter
Procedure © 5-216.B Promotion and Retention of Students; Passing Grades—Advanced Math NEW	Chapter 92 (HB 2423) to be codified at A.R.S. § 15-708	Placing Students in Advanced Math
The Trust proposes a new procedure to align to requirements that districts automatically place students in an advanced mathematics course if the students reach the highest proficiency on the statewide assessment or benchmark. The procedure outlines parental rights regarding objections to advanced math placement.		

Policy	Legal Foundation	Subject Matter
© 5-402 Department of Child Safety Interview and Custody	Chapter 28 (SB 1126) to be codified at A.R.S. § 15-141	DCS access to records and interviews
Suggested revisions to policy address explicit requirements to permit Department of Child Safety (DCS) workers to access educational records. Districts may not prohibit interviews of school employees, contractors, or volunteers.		

Policy	Legal Foundation	Subject Matter
© 5-410 Interscholastic Athletics	Chapter 213 (HB 4043) to be codified at A.R.S. § 15-120.07	Requisite Employee Training
The Trust recommends updates to address training requirements for cardiopulmonary resuscitation, first aid, and automated external defibrillators, which will become mandatory on August 1, 2027.		

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

Compliance with Arizona's Open Meeting Laws

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

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

Definitions

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

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

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

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

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

"Meeting" means the gathering, in person or through technological devices, of a quorum of the Board at which they discuss, propose or take legal action, including any deliberations by a quorum with respect to that action. A meeting includes one-way electronic communication by one **(1)** Board member that is sent to a quorum of the Board and that proposes legal action. It also includes an exchange of electronic

communications among a quorum of the Board that involves a discussion, deliberation or the taking of legal action concerning a matter likely to come before the Board for action.

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

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

“Special meetings” are those held in addition to regular meetings.

Frequency and Location of Board Meetings

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

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

Board Meeting Notices

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

Saturdays if the public has access to the physical posted location in addition to any website posting but excludes Sundays and other holidays prescribed in [A.R.S. § 1-301](#).

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

Board Meeting Agendas

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

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

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

Resuming Recessed Meetings

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

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

Public Participation in Board Meetings

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

Emergency Board Meetings

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

due to unforeseen circumstances, immediate action is necessary to avoid some serious consequences that would result from waiting until the required notice could be given.

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

Meeting Minutes

1. The Board shall provide for the taking of written minutes or a recording of all its meetings, including executive sessions. For meetings other than executive sessions, the minutes or recording shall include:
 - the date, time, and place of the meeting;
 - the members of the Board recorded as either present or absent;
 - a general description of the matters considered;
 - an accurate description of all legal actions proposed, discussed or taken, including a record of how each member voted;
 - the names of the members who propose each motion;
 - the names of the persons, as given, who make statements or present material to the Board and a reference to the legal action **regarding about** which they made statements or presented material;
 - a statement of the reasons for emergency consideration of any matters not on the agenda, including a full description of the nature of the emergency; and
 - if a prior act was ratified during the meeting, a copy of the disclosure statement required for ratification pursuant to [A.R.S. § 38-431.05](#).
2. The minutes or a recording of a public meeting shall be available for public inspection within three (3) working days after the meeting. Minutes the Board has not approved may be marked as “draft,” “unapproved,” or in any other manner to reflect that the Board has not approved or accepted the minutes as drafted.
3. Minutes from an executive session shall include:
 - the date, time, and place of the meeting;
 - the members of the Board recorded as either present or absent;
 - a general description of the matters considered;
 - an accurate description of all instructions given pursuant to A.R.S. § 431.03(A), paragraphs 4, 5, and 7;
 - other matters as deemed appropriate by the Board; and

- a statement of the reasons for emergency consideration of any matters not on the agenda.

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

Adopted:

Legal Authority:

[A.R.S. § 15-321](#)

[A.R.S. § 15-323](#)

[A.R.S. §§ 38-431 - 38-431.09](#)

Participating Trust member districts should review each policy with their school board legal counsel before adoption.

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

Definitions

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

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

“Parents’ Bill of Rights” means [A.R.S. § 1-602](#).

Parents’ Protected Rights and Bill of Rights

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

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

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

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

Development of Procedures

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

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

Access to Information

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

1. a copy of this Policy;
 2. information on where to find procedures adopted in accordance with this Policy;
- and

3. the availability of the educational teaching background and experience in academic content subject areas for all instructional staff.

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

Pursuant to ~~[A.R.S. §15-160.03](#)~~ [A.R.S. § 15-160.04](#), a parent/legal guardian may request the health care credentials of an individual who provides routine health care services to students in a school's health office, including any license, certificate, permit or registration to practice a health care profession. The District is not required to release personally identifiable information about the individual.

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

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

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

Adopted:

Legal Authority:

[A.R.S. § 1-601](#)

[A.R.S. § 1-602](#)

[A.R.S. § 15-102](#)

[A.R.S. § 15-104](#)

[A.R.S. § 15-110](#)

[A.R.S. § 15-113](#)

[A.R.S. § 15-117](#)

[A.R.S. § 15-143](#)

[A.R.S. § 15-341](#)

[A.R.S. § 15-351](#)

[A.R.S. § 15-160.03](#)

A.R.S. § 15-160.04

[A.R.S. § 15-730](#)

Participating Trust member districts should review each policy with their school board legal counsel before adoption.

Policy © 2-101 Duties of the Superintendent

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

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

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

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

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

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

Delegation of Powers

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

Pursuant to [A.R.S. §§ 15-536.B](#) and [15-538](#), the Governing Board delegates to the Superintendent and **[insert other position]** the authority to issue preliminary notices of inadequacy of classroom performance to certificated teachers without the need for prior approval of the Board.

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

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

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

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

[Optional] Weapons Detection System

The Board authorizes the Superintendent to modify any District operated weapons detection system without prior Board approval. The Superintendent must report each modification to the Board within twenty-four (24) hours after the modification is made. The Superintendent is the only individual authorized to modify any weapons detection system. No person other than the Superintendent shall be authorized by the Board to modify the weapons detection system without prior approval by the Board.

Adopted:

Legal Authority:

[A.R.S. § 15-213](#)

A.R.S. § 15-341

[A.R.S. § 15-536](#)

[A.R.S. § 15-538](#)

[A.R.S. § 15-539](#)

[A.R.S. § 15-806](#)

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

Participating Trust member districts should review each policy with their school board legal counsel before adoption.

Board members and District staff shall file the disclosure of any conflict of interest. If a Board member or District employees or their relatives have a conflict of interest in any procurement of services, equipment, or construction, the Board member or District employee shall refrain from participating in any way in the procurement, including but not limited to making recommendations, giving advice or communicating with anyone involved in the procurement process.

Vendor Relations

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

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

Purchase from District Employees or Board Members

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

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

Insurance [applicable for districts that self insure and employ over 300 people]

If the District operates a self-insurance program pursuant to [A.R.S. § 15-382](#) to: (1) purchase disability or health benefit plans insurance; (2) pool the retention of risk of losses for health or accident claims; or (3) provide health and medical services, and if the District employs at least three hundred (300) employees, the Board shall obtain quotes for coverage and services from authorized service providers at least once every four (4) year period. The District shall not renew coverage or services from any person that fails to provide timely, accurate and complete information as required by law.

Job Order Contracting

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

Adopted:

Legal Authority:

[Ariz. Const. Art. IX](#), § 7

[A.R.S. § 11-952](#)

[A.R.S. § 15-213](#) *et seq.*

[A.R.S. §15-271](#)

[A.R.S. § 15-323](#)

[A.R.S. § 15-382](#)

[A.R.S. § 15-765](#)

[A.R.S. § 38-501](#) *et seq.*

[A.R.S. § 35-393](#) *et seq.*

[A.R.S. § 41-2535](#)

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

Uniform System of Financial Records

Participating Trust member districts should review each policy with their school board legal counsel before adoption.

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

A. Definitions

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

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

B. Interference Prohibited

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

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

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

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

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

8. **Operation of a model aircraft, an unmanned aircraft or an unmanned aircraft system over school property when school is in session or school activities are occurring, in violation of A.R.S. § 13-3729.**
9. Any infraction of state or municipal law or District policy.

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

Participating Trust member districts should review each procedure with their school board legal counsel before adoption.

Procedure © 3-404.A Insurance - Liability Coverage

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

[May personalize for District specific coverage limits]

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

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

Participating Trust member districts should review each policy with their school board legal counsel before adoption.

Policy © 4-204 Mandatory Reporting

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

Child Abuse Reports

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

Reportable offenses are defined in [A.R.S. § 13-3620](#) and include a reasonable belief that a minor has been the victim of a crime such as sexual offense, sexual assault, molestation, sexual exploitation of children, child sex trafficking, incest, child prostitution, surreptitious recording or viewing of a minor, and unlawful mutilation. Employee and Board member obligations as mandatory reporters also extend to conduct between students or minors.

Mandatory reporters must report directly to the law enforcement agency with jurisdiction. Reporting to a school resource officer or school safety officer is insufficient **and their authority to investigate is limited by A.R.S. § 15-514**. Mandatory reporters do not meet their statutory obligation by reporting to a District supervisor or another District employee. ~~Reports to the Department of Child Safety are sufficient only when the report involves an allegation of abuse or neglect alleged to be inflicted by the minor's parent, legal guardian, or custodian.~~

All mandatory reporters who have a duty to report as outlined in [A.R.S. § 13-3620](#) and have direct knowledge that a minor is or has been the victim of abuse or neglect shall immediately report the abuse or neglect to the Department of Child Safety and may not delegate this responsibility to another person.

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

Vulnerable Adult Abuse or Neglect

An employee who, when acting in the scope of his or her employment, reasonably believes that a vulnerable adult (age 18 years or older) is or has been the victim of abuse or neglect must report or cause a report to be made of such information to a law enforcement officer or an Adult Protective Services worker of the Arizona Department of Economic Security (ADES). For the purpose of this reporting duty:

- “Vulnerable adult” means an adult who is unable to protect himself or herself from abuse, neglect, or exploitation by others because of a physical or mental impairment.
- “Abuse” means intentional infliction of physical harm, injury caused by negligent acts or omissions, unreasonable confinement, or sexual abuse or sexual assault.
- “Neglect” means a pattern of conduct without the person’s informed consent, resulting in deprivation of food, water, medication, medical services, shelter, or other services necessary to maintain minimum physical or mental health.

Such reports must be made immediately by telephone, in person, or by other means as prescribed by ADES or a local law enforcement agency.

Reporting of Suspected Crimes or Incidents

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

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

1. Any suspected crime against a person or property that is a serious offense as defined in [A.R.S. § 13-706](#).
2. Any conduct that involves a deadly weapon, dangerous instrument, or serious physical injury, or any conduct that poses a threat of death or serious physical injury to an employee, student, or other person on District property.
3. Anyone who possesses, uses, or intends to sell any marijuana, peyote, or dangerous, narcotic or prescription-only drugs in a drug free school zone. A drug free **school** zone is defined as the area within three hundred **(300)** feet of a school or its accompanying grounds, any public property within one thousand **(1000)** feet of a school or its accompanying grounds, a school bus stop, or on any school bus or bus contracted to transport pupils to any school.

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

Mandatory Posting

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

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

Reports to Arizona Department of Education

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

Reports regarding Bullying, Harassment, Intimidation, or Hazing

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

Reports of Injury

District employees are required to immediately report **to their supervisor immediately** any exposure, accident, or injury that occurs in the course and scope of the performance of their job duties ~~to their supervisor immediately~~. Failure to do so may preclude a workers' compensation claim.

Reports of Communicable Diseases

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

Reports to Parents

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

Training

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

Retaliation Prohibited

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

Immunity

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

District employees are expected to report conduct to assist with the orderly operation of District services. This Policy is not all inclusive.

Adopted:

Legal Authority:

[A.R.S. § 1-602](#)

[A.R.S. § 8-201](#)

[A.R.S. § 13-705](#)

[A.R.S. § 13-706](#)

[A.R.S. § 13-3411](#)

[A.R.S. § 13-3620](#)

[A.R.S. § 15-153](#)

[A.R.S. § 15-160.01](#)

[A.R.S. § 15-341](#)

[A.R.S. § 15-514](#)

[A.R.S. § 23-905](#) *et seq.*

[A.R.S. § 41-1758.03](#)

[A.R.S. § 46-454](#)

[Ariz. Admin. Code R7-2-1308](#)

[Ariz. Admin. Code R9-6-201](#) *et seq.*

Participating Trust member districts should review each policy with their school board legal counsel before adoption.

Policy © 5-201 Patriotic Exercises and Observance Days

U.S. Flag Display

The District shall display a United States flag in each classroom and on or near the outside of the school building during school hours and at such other times as school authorities direct. The flags must be manufactured in the United States, be at least 2x3 feet, and use appropriate hardware.

The District shall set aside a specific time each day for students who wish to recite the pledge of allegiance to the flag.

U.S. Constitution and Bill of Rights

For grades seven (7) through twelve (12), the District shall place a legible copy of the U.S. Constitution and Bill of Rights adjacent to each classroom flag. The documents must be manufactured in the United States.

Period of Silence

A period of silence shall be observed at the beginning of the day. The teacher in charge of the room shall announce that a period of silence for at least one minute but not more than two minutes will be observed. During that time, no activities shall take place and silence shall be maintained.

Declaration of Independence

Each student in grades four (4) through six (6) shall recite the following passage from the Declaration of Independence at the commencement of the first class of the school day:

We hold these truths to be self-evident, that all men are created equal, that they are endowed by their creator with certain unalienable rights, that among these are life, liberty, and the pursuit of happiness. That to secure these rights, governments are instituted among men, deriving their just powers from the consent of the governed.

Should a parent/legal guardian of a student object to the recitation of the passage set forth above, the student shall not be required to participate.

Observance Days

1. 9/11 Education Day

September 11th of each year shall be observed as 9/11 Education Day. On 9/11 Education Day, the District shall provide age-appropriate instruction for grades seven (7) through twelve (12) on the terrorist attacks of September 11, 2001.

2. Sandra Day O'Connor Civics Celebration Day

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

If 9/11 Education Day or Sandra Day O'Connor Civics Celebration Day falls on a day when the District is not in session, the observance shall take place on the preceding or following school day.

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

[Optional] Patriotic Youth Groups

Building principals may permit patriotic youth groups to address students and distribute materials during the first quarter of the academic school year in accordance with the provisions of A.R.S. § 15-120.08.

Adopted:

Legal Authority:

A.R.S. § 15-120.08

[A.R.S. § 15-203](#)

[A.R.S. § 15-506](#)

[A.R.S. § 15-701](#)

[A.R.S. § 15-701.01](#)

[A.R.S. § 15-710.02](#)

[Ariz. Admin. Code R7-2-305](#)

Participating Trust member districts should review each policy with their school board legal counsel before adoption.

Procedure © 5-216.B Promotion and Retention of Students; Passing Grades—Advanced Math NEW

Pursuant to A.R.S. § 15-708, the District shall enroll any student who is in the sixth, seventh or eighth grade in an advanced mathematics course (if available) for the next math course in which the student enrolls if:

- A. the student's parent/legal guardian does not object; and**
- B. the student meets at least one of the following criteria:**
 - 1. demonstrates the highest proficiency in grade level mathematics on the state-wide assessment; or**
 - 2. demonstrates the highest proficiency in grade level mathematics on a benchmark assessment aligned to the state-wide assessment.**

On the student's enrollment in the advanced mathematics course, the District shall provide notice to the student's parent/legal guardian that includes the purpose and goals of the automatic enrollment in an advanced mathematics course and instructions on how the parent/legal guardian may object to such enrollment.

Participating Trust member districts should review each procedure with their school board legal counsel before adoption.

Policy © 5-402 Department of Child Safety Interview and Custody

Department of Child Safety Interview

When a Department of Child Safety (DCS) case worker seeks to interview a student on school grounds, staff will notify the principal. Staff will request that the DCS case worker complete the “Form for Signature of Interviewing Case Worker.” Staff will collect and retain the completed “Form for Signature of Interviewing Case Worker.” Staff will not impede a DCS case worker from performing the DCS case worker’s duties. Staff shall notify a student’s parent/legal guardian when a DCS case worker seeks to interview a student unless:

1. the offense was allegedly committed by the student’s parent/ ~~or~~ legal guardian, or
2. the offense was already reported to the police or DCS and the investigator has determined that notifying the parent/legal guardian would impede the investigation.

The District may not prohibit a DCS case worker from speaking to any school employee, contractor or volunteer.

Department of Child Safety Custody of Student

If the DCS case worker intends to take custody of the student or otherwise remove the student from the campus, staff will request that the DCS case worker complete the “Form for Student Custody by Case Worker.” Staff will collect and retain the completed “Form for Student Custody by Case Worker.”

Identification Requirements

When a DCS case worker visits a school for the purpose of an interview, the District shall require the DCS case worker to present their DCS identification. The District may also request the DCS case worker to present a valid driver license or nonoperating identification license. The District shall not keep a digital or physical record of the DCS case worker’s personal identifying information but may keep a record of the DCS identification.

If the DCS case worker does not provide the forms of identification listed above, the District shall contact DCS and verify the case worker’s identification and employment.

Access to Records

To the extent permitted by the Family Educational Rights and Privacy Act (FERPA) and A.R.S. § 15-141, a DCS caseworker shall have access to educational records related to a student who is or was enrolled at the school.

Adopted:

Legal Authority:

[A.R.S. § 1-602\(A\)\(10\)](#)

[A.R.S. § 8-530.08](#)

A.R.S. § 15-141

[A.R.S. § 15-160.03](#)

Participating Trust member districts should review each policy with their school board legal counsel before adoption.

Policy © 5-410 Interscholastic Athletics

Definitions

“AIA” means the Arizona Interscholastic Association.

“Interscholastic athletic activity” means an interscholastic extracurricular activity consisting of a sport or other athletic competition, including all practice sessions, games and other activities for interscholastic athletics.

“Interscholastic athletics” does not include dance, rhythmic gymnastics, competitions or exhibitions of academic skills or knowledge, or other forms of physical noncontact activities, civic activities, or academic activities.

Interscholastic Athletic Activities

All interscholastic athletic activities require Board approval.

No student may participate in an interscholastic athletic activity unless the District has first obtained and placed on file a consent form signed by the student and the student’s parent/legal guardian ~~which~~ that indicates that both the student and the student’s parent/legal guardian have received information regarding: the provision of water; concussions and head injuries; heat-related illnesses; sudden cardiac death; and prescription opioid use. Written consent shall be required each school year for each interscholastic athletic activity in which the student participates. The Superintendent shall develop procedures to provide the required education and obtain the required consent forms.

Water

Student athletes shall have access to drinking water at all times.

Concussion & Head Injury

The District shall develop guidelines and materials to inform and educate coaches, student athletes, and parents/legal guardians ~~of~~ on the dangers of concussions and head injuries and the risks of continued participation in athletics after a concussion.

Before a student athlete may participate in an athletic activity, the student athlete and his/her parent/legal guardian must sign an information form at least once each school year acknowledging their awareness of the nature and risk of concussion.

A student athlete suspected of sustaining a concussion shall be immediately removed from athletic activity with notice to the student athlete’s parent/legal guardian. Any of the following may remove a student athlete from athletic activity for a suspected

concussion: coach, official/referee, health care provider, or the student athlete's parent/legal guardian. Once removed from athletic activity, the student athlete may only return to play once a health care provider trained in the evaluation and management of concussions and head injuries has evaluated the student athlete and provided written clearance.

A health care provider means a duly licensed physician, athletic trainer, nurse practitioner, or physician assistant.

Heat-Related Illnesses, Sudden Cardiac Death, and Prescription Opioid Use

Before a student athlete may participate in an athletic activity, the student athlete and his/her parent/legal guardian must be provided with information at least once each school year on the risks of heat-related illnesses, sudden cardiac death, and prescription opioid addiction.

Beginning August 1, 2027, the District shall ensure that at least one employee at each campus during regular school hours has successfully completed a training course in cardiopulmonary resuscitation and first aid that follows nationally recognized cardiovascular care guidelines.

Automated External Defibrillators

Beginning on August 1, 2026, If the District provides instruction to students in grades 9–12 and sponsors an athletic team or sports program, the District shall provide an automated external defibrillator (AED) on each school campus and at each school-sponsored athletic event, including all practices, trainings and competitions. The District shall maintain and display the AED as required by [A.R.S. §15-120.07](#). **As of August 1, 2027, the District shall ensure that at least one (1) employee has successfully completed a training course in the use of AEDs that follows nationally recognized cardiovascular care standards if there is an AED at the school campus.**

Interscholastic Athletic Activities

District personnel shall **follow adhere to** the following AIA policies, which are incorporated into these Procedures:

1. 43.3—Concussion Education
2. 43.4—Concussion Policy
3. 43.5—Heat Acclimatization & Exertional Heat Illness Management Policy

The incorporated AIA policies shall apply to all athletic activities directly sponsored by the District, but shall not apply to dance; rhythmic gymnastics; competitions or exhibitions of academic skills or knowledge; or other similar forms of physical noncontact activities, civic activities or academic activities, whether engaged in for the purposes of competition or recreation.

Outside Groups/Organizations

An Arizona-based group or organization that uses District property or facilities for athletic activities shall comply with the above requirements.

Permission Forms and Education

The [Position] shall ensure that there is written consent from a parent/legal guardian on file for each student participating in an interscholastic athletic activity and that all students participating in an interscholastic athletic activity and their parents have received educational materials related to the provision of water; concussions and head injuries; heat-related illnesses; sudden cardiac death; and prescription opioid use, which information shall consist of materials developed by the AIA and any additional materials relevant to the interscholastic athletic activity as determined by the faculty sponsor, principal, or athletic director.

Designation of Teams by Sex

All athletic events shall be designated as one of the following: (1) “boys”; (2) “girls”; or (3) “mixed.” Teams and events for girls shall be reserved for students whose biological sex as determined at birth is female as required by [A.R.S. § 15-120.02](#).

Adopted:

Legal Authority:

[A.R.S. § 15-341](#)

[A.R.S. § 15-120.02](#)

[A.R.S. §15-120.07](#)

[Ariz. Admin. Code R7-2-808](#)

Participating Trust member districts should review each policy with their school board legal counsel before adoption.

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

Agenda Item Number – X-D

Agenda Item

Special Education Handbook

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

The Student Services Department requests Governing Board approval of the 2026-2027 Student Services Staff Handbook. The handbook was reviewed by the Director of Student Services and will be included in the special education audit as required by ADE. The Student Services staff handbook was designed following the guidance of ADE and includes all required audit components.

Legal

Financial

Bond expenditure

Governing Board Goals

- ☐ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

It is recommended that the Governing Board approve the Student Services Handbook for the FY 26-27 school year as presented.

Moved _____ Seconded _____



STUDENT SERVICES DEPARTMENT HANDBOOK 2026-2027

Introduction

Welcome to the Osborn Elementary School District! The Student Services department is dedicated to both its team of professionals and the students we serve. This handbook was created to be of use as a reference and guide in following policies and procedures related to Special Education Student Services. There are sections of this manual that also give an overview of teacher responsibilities. More detailed information can be found on the Arizona Department of Education web site (<http://www.azed.gov/>). For further questions, please do not hesitate to contact our Student Services Department.

Our Mission

The mission of the Osborn Elementary School District, Special Education Student Services department is to advance the full potential of every child with disabilities by providing equitable access to data-driven, high-quality instruction, resources, and social-emotional supports for our students, educators, and families.

Special education services for all disabled children

It is our goal to provide services to every disabled, school-aged child in our community. If you are aware of a student who resides in the district and meets one or more of the following disabling conditions, please contact our district office: Autism, Developmental Delay, Emotional Disorder, Hearing Impairment, Mild Intellectual Disability (MIID), Moderate Intellectual Disability (MOID), Severe Intellectual Disability (SID), Multiple Disabilities, Multiple Disabilities with Severe Sensory Impairment, Orthopedic Impairment, Other Health Impairment, Preschool Severe Delay, Specific Learning Disability, Speech and Language Impairment, Traumatic Brain Injury, or Visual Impairment.

Free Appropriate Public Education (FAPE)

A free appropriate public education (FAPE) is available to ALL children within the boundaries of the school district. The school district is required to provide FAPE to all students with disabilities ages 3 to 21, including children with disabilities who have been suspended or expelled from school. For school-aged children, the Osborn Elementary School District will make FAPE available to any child (5-21) who needs special education and related services, even though the child has not failed or been retained in a course or grade and is advancing from grade to grade.

Based on the provisions of FAPE, the Osborn Elementary School District will make the following services available:

- A free, appropriate public education.

- A fair, accurate, and unbiased evaluation to assist in deciding special education and related services.
- An individualized educational program (IEP) based on each student's individual capabilities and needs.
- Appropriate education in the most typical setting, in which each student can make educational progress.
- A range of placement options, from the least restrictive to the most restrictive.
- The same array of academic, nonacademic, and extracurricular activity services that are available to students without disabilities; such as athletics, art, music, industrial arts, consumer and homemaking education and vocational education, and special interest groups or clubs sponsored by the school district.

Additionally, the Osborn Elementary School District will complete the following to ensure FAPE for preschool-aged students, (3-5):

- Make FAPE available no later than the child's third birthday;
 - Ensure that an IEP is in effect for each child by that date;
- Ensure that the child's IEP Team determines the date when services under the IEP will begin if a child's third birthday occurs during the summer.

The Osborn Elementary School District will protect the rights of students and their parents throughout the special education process. Parents must approve the initial evaluation and initial placement of their child, will participate in developing the IEP, and will have advanced notice of proposed changes in their child's program.

Public Awareness

The Osborn Elementary School District, on an annual basis, creates public awareness of the availability of, and access to, special education services for students aged 3 through 21 years, located within the school district's boundaries of responsibility, including the general public and parents in private schools. Through Child Find, the district attempts to locate, identify, and evaluate preschool to 12th grade students residing within its boundaries. This also includes information regarding early intervention services for children aged birth through 2 years.

The district will ensure that its staff and the general public are informed of:

- The availability of special education services;
- Student rights to a free, appropriate public education;
- Confidentiality protections; and
- The special education referral process.

The Osborn Elementary School District shall establish, implement, and make available (either in writing or electronically) to its school-based personnel and all parents within its boundaries of responsibility, written procedures for the identification and referral of all children with disabilities aged birth through 21. In addition, it shall maintain documentation of school-based personnel review.

Powers of the School District Governing Board or County School Superintendent

The school district's governing board or superintendent shall establish policy with regard to allowable pupil-teacher ratios and pupil-staff ratios within the school district or county for the provision of special education services.

The special education programs and services established pursuant to ADE Policies and Procedures shall be conducted only in a school facility which houses regular education classes or in other facilities approved by the division of special education.

Early Intervention

Referral sources for early intervention services include parents/guardians and members of the community, AzEIP, Dept. of Developmental Disabilities, Headstart and preschools, pediatricians and medical staff.

Children from birth to 2 years, 10 months are referred to AzEIP. Children aged 2 years, 10 months to 21 are referred to the school district. The Student Services district office administrative assistant is responsible for providing referrals to AzEIP as well as tracking referrals sent.

A referral from AzEIP to the school district includes a transition meeting 45-90 days before the child's third birthday. The school district's preschool team must complete any review of existing data, MET, evaluations if needed, and the IEP by the child's third birthday ("in by 3"). A process is in place for late referrals to the school district.

Child Find

Child Find is the process that ensures ALL children ages 3 to 21 that have a disability are identified. The school district must locate and evaluate ALL children within its geographic area, and who are in need of special education and related services or suspected of having a disability. This includes children who are homeless, highly mobile (including migrant children), wards of the state, or those attending private school or being home schooled. For students transferring into the district, the school shall review the enrollment data and educational performance from the prior school. Screening procedures shall include vision and hearing status, and consideration of the following areas: cognitive or academic, communication, motor, social or behavioral, and adaptive development.

Child Find screenings must occur once a month or at least every 45 days. The referral date for Child Find is the date the parent contacts the District, not the screening date. Screening procedures shall include vision and hearing status and consideration of the following areas: cognitive or academic, communication, motor, social or behavioral, and adaptive development. Screening does not include detailed individualized comprehensive evaluation procedures. If the screening instruments are designed for screening, they may not be used for a comprehensive developmental assessment ("CDA").

Screening school-age children:

All Kindergarten and other new students will be screened within 45 days of the date of enrollment, using the new student's screening form. The student's assigned teacher or school staff will complete this form.

If no action is required, the student's classroom teacher will complete the screening form, and the form will be signed by the principal or designee. The 45-day screening form will be kept in the student's permanent school file.

If screening results indicate a potential concern, the student will be referred to the school principal or designee for further inquiry, including possible referral to the school's General Education Intervention Team or the Student Intervention Team (SIT). The parent/legal guardian will also be notified within 10 school days and informed of the team's

recommendation. If a student transfers to another school and then returns, further screening will not be needed.

It is not necessary to screen students that are already receiving IEP services. For a student transferring into a school, the school district shall review enrollment data and educational performance in the previous school. If there is a history of special education for a student not currently receiving services, or a history of poor progress, the name of the student shall be submitted to the site administrator for consideration of the need for a referral to the SIT, possibly for a full and individual evaluation or other services. If, after consultation with the parent, the school district does not proceed to an evaluation, the parent will be given prior written notice and procedural safeguards in a timely manner.

Screening preschool children:

Preschool special education services are offered to eligible children ages 3 years to 5 years old, who reside within the school district, and who have been identified through the district's child find process. Children ages 2 years, 9 months to 3 years may be eligible for preschool special education services if it is determined to be in the best interest of the child. Parents, private preschools, pediatricians, and other community members may contact the district exceptional student services education office to refer a child for consideration for a preschool evaluation.

Information regarding early intervention services birth to 2 years old and nine months can be obtained by contacting AzEIP. The school site staff or administration will provide contact information for AzEip upon request.

Child find screening procedures for preschool children are as follows:

1. When a child is referred to the child find screening personnel by the parent or another community member, the parents will be provided a child find information packet to complete.
2. The district office staff will schedule the child for a screening. This screening includes a vision, hearing, and an appropriate developmental screening test. The developmental screening test addresses the areas of cognitive, academic, communication, motor, social/behavior, and adaptive development.
3. If the child passes the developmental screening test, parents will be promptly informed about the results by phone and/or by mail.
4. If the child fails the developmental screening test, the child find packet will be forwarded to the preschool evaluation team. The preschool evaluation team will contact the parents to schedule a review of existing data and potential comprehensive evaluation.

A Comprehensive Developmental Assessment (CDA, sometimes referred to as a multidisciplinary team evaluation) is required for all preschool evaluations. A Comprehensive Developmental Assessment is required for children ages 2.9-5 years old. It is a full and individual evaluation of the child in all developmental areas: cognitive, physical, communication, social/emotional, adaptive development, and sensory (vision and hearing). A thorough Review of Existing Data is the beginning of any evaluation process and allows the team to determine the need for further data collection or to determine eligibility based on current data. When further data collection is required to determine eligibility, consent for evaluation is obtained, a CDA is completed using existing data, criterion-referenced assessments, norm- referenced assessments, observation and parent input. The school district must ensure that in the case of a child less than school age (or who is out of school), a MET/IEP team member must observe the child in an environment appropriate for a child of that age. For the purpose of determining eligibility in preschool, at least one norm- referenced assessment instrument to obtain standard deviation information must be

used to determine if eligibility criteria are met. The evaluation team shall determine eligibility based on the preponderance of the information.

Preschool Eligibility Categories include: Preschool Severe Delay (PSD), Developmental Delay (DD), Speech Language Impairment (SLI), Vision Impairment and Hearing Impairment (HI).

Please refer to the Help for Early Learning Professionals (Help) manual for additional information at <http://www.azed.gov/>.

Preschool Case Manager's Duties and Responsibilities

The preschool Special Education program fulfills the provision of 360 minutes per week of instruction in a program that meets at least 216 hours over the school year. In addition to teaching preschool special education students, listed below is an overview of the primary duties and responsibilities of preschool case managers.

	<u>Process</u>	<u>Case Manager Responsibility</u>
Referral	● Assist with the Child Find process by taking responsibility with whatever duties may have been assigned. ● Review screening results with the Child Find Team. ● Coordinate with outside agencies as necessary, if additional documents are needed.	● Forward any received information to District Office, ESS
Assessment	● Adhere to the 60-day rule of completing the evaluation and determining eligibility from the date parents signed the permission to evaluate.	● Provide a copy of permission to test to concerned member/s of the evaluation team.
	● Facilitate IEP team meeting. ● Obtain written consent to excuse missing team members (if applicable) ● Submit IEP filing documents (signature pages, PWN, (initial placement)) to the ESS Department for audit checking. ● Keep all confidential documents, such as IEPs and evaluations, in a secure location. ● Work with the school nurse to develop a Health Care Management Plan. If the	● Send IEP Meeting Notice to parents and other participants at least 10 days prior to the meeting.

	<u>Process</u>	<u>Case Manager Responsibility</u>
	student's plan includes diet needs or restrictions, be sure to provide a copy to food service personnel. • Transition meeting: Conduct IEP transition meetings of students moving up to kindergarten in their respective home schools. • Outside of the District: If the child will be attending from outside of the district • communicate with the school registrar regarding new students that transferred to your school. • Ensure that the student is provided a FAPE with comparable services to those identified in the most current IEP until the IEP is adopted or a new IEP is created. • Forward ESS Dept all received documents. • Inform other team members regarding new students as soon as possible. • Review IEP records when they become available to determine appropriateness. • Convene an IEP team meeting to arrange and facilitate within 30 days.	
Implementation of and Monitoring IEPs	● Whenever a new IEP has been developed, and prior to the first day of the new school year, review the contents of the IEP with district staff responsible to implement the IEP, including the instructional assistant as appropriate. ● Ensure all providers report on a student's progress on goals in the electronic IEP system and send a copy to the parent, as indicated on the IEP. ● Consult with teachers, related service personnel, students, and parents regarding student needs.	● Ensure IEP is implemented following its acceptance at team meetings.

	<u>Process</u>	<u>Case Manager Responsibility</u>
	● Confirm therapy schedules and goals; ensure that related service therapy is being provided as indicated on each IEP; confer with therapist(s) if services are not provided as written on IEP; notify ESS Department if problem persists.	
Beginning of School Year	● Develop master calendar of MET and IEP due dates. ● Coordinate triennial reassessments as necessary with appropriate team members. ● Coordinate therapy schedules with related service providers.	● Review all IEPs on caseload. ● Provide IEP information sheet of students in your caseload to all school personnel who are directly working with your students (e.g. General Education Teacher, Principal, Instructional Assistants).
		● If the parent or an outside agency request's information or a copy of the student's records in writing, notify the Exceptional Student Services Office immediately that a request has been received and forward. The Exceptional Special Services department has 10 business days from the written receipt of request for records to be sent.
	● Remain professional in all communications, interactions and meetings with students, parents and staff; keep team members informed.	● Manage Paraprofessional(s): Express expectations; hold regular conferences; provide feedback; clarify disciplinary practices and preferred classroom routines; if difficulties arise, communicate with building administration or ESS Director.

Special Education Case Manager Duties and Responsibilities Checklist

BEGINNING OF THE YEAR

IEP Compliance:

1. Ensure all special education students on your caseload have a current IEP in place at the beginning of school.
2. Review thoroughly all paperwork (including IEPs) of students assigned to your caseload.
3. Make contact within the first two weeks of school with the parent(s) of each student on your caseload. Establish preferred communication method(s) and provide your contact information.
4. Ensure that appropriate services, accommodations, goals, and behavior intervention plans for each student are provided and are being implemented.
5. Ensure all special education services are in place including secondary and related services. Check schedule versus frequency of services on the IEP. Contact necessary secondary and related service providers to be sure services are provided.
6. Coordinate appropriate distribution of classroom accommodations, supplementary aids and services, and behavior intervention plans with regular education teachers/administrators/bus drivers.

MONTHLY

IEP Compliance:

1. When a student's schedule changes during the school year, review goals, accommodations, and behavior plans with all new teachers.
2. Organize the annual IEP meeting and revision of the IEP for each student, carefully monitoring due dates as stated on the IEP. Each annual review IEP meeting must be held within 365 days.
3. Send a formal notice of IEP/ Eligibility Meeting to parents prior to the meeting. Ensure that appropriate efforts and contact are made regarding annual reviews, addendums, and eligibility meetings.
4. Provide parents with a draft copy of the IEP, ten days prior to the meeting date.
5. Ensure progress reports are completed every general education school grading period and sent home to parents.
6. Ensure data collection/progress monitoring is being completed for IEP goals.
7. Submit a monthly census to the Exceptional Student Services department by the last business day of each month.

Progress Monitoring/Data Collection for Annual Goals:

Continually monitor progress on each IEP goal and schedule IEP meetings when necessary to reevaluate goals and services. Remember that case managers should reconvene the IEP team if progress is inconsistent or not being made.

Complete progress reports and send home at general education grading reporting intervals.

IEP CASE MANAGER ROLE & RESPONSIBILITIES

Oversee the IEP Process

The IEP case manager's primary responsibility is to ensure that students have appropriately written individualized education programs and that these programs are being implemented in all school settings. Plans must be developed following a process that reviews and considers all relevant factors including assessment data, curriculum-based measurements and input from all team members. Team members must include the case manager/special education teacher, general education teacher(s), PEA Representative, an individual who can interpret the instructional implications of the evaluation results, related service personnel (if applicable), Parent(s)/guardian(s), and student (if appropriate). The case manager is also responsible to monitor the plan and to ensure program compliance: that required timelines are being observed; that services, accommodations, modifications and other services indicated on the plan are being implemented in all school settings; and that the student is benefitting from the services provided.

- Learn and use E-IEPPro as the official protocol for special services.
- Ensure all documents are finalized and locked in E-IEPPro within two days of the meeting.
- Keep all confidential documents, such as working files, in a secure location (records must be locked in a file cabinet) — this includes computer files.
- Manage Special Education Paraprofessional(s): Express expectations; hold regular conferences; provide frequent feedback; clarify preferred disciplinary practices & classroom routines; if difficulties arise, communicate with building administrators regarding those difficulties.
- Communicate with the Principal — Case managers need to make sure the principal has a list of all the students for whom the case manager is responsible and access to those students' IEPs. The case manager must notify the building principal if any part of a student's plan is not being implemented appropriately despite the case manager's efforts to correct problems via consultation with other school personnel or service providers.
- Communicate with General Educators — be sure to meet with all general education teachers who will be, or are, working with students on your case list; provide teachers each student's IEP accommodations and modifications requirements with whom they are working—remind them that ALL information related to special services is CONFIDENTIAL; confer with teacher(s) if services/accommodations are not implemented as indicated on the IEP—notify building administrator if problem persists;
- Confirm therapy schedules and goals; ensure that related service therapy is being provided as indicated on each IEP; confer with therapist(s) if services are not provided as written on IEP; notify principal if problem persists;
- Work with nurse to develop Health Care Management Plan — if plan includes diet needs or restrictions, be sure to provide a copy to food service personnel;
- Maintain regular contact with parents; send positive notes home as much as possible; keep parents abreast of school events; send progress reports home as indicated in the IEP—and at least as often as nondisabled peers.

Convene IEP Team for:

- Initial IEP—no later than 30 calendar days from eligibility meeting date.
- Annual IEP—no later than one year from the last annual IEP meeting date.
- IEP Addendum—if the team decides the IEP needs to be amended.

- Schedule/ Facilitate IEP meetings.
- Document parent contact attempts on e-IEPPro.
- Coordinate with all required IEP members when scheduling meetings.
- Participate in building special education team meetings to facilitate on-going and open communication with all team members regarding on-going and upcoming needs related to evaluations and IEPs.
- Remain professional in all communications, interactions and meetings with students, parents and colleagues.

Procedures for Multidisciplinary Evaluation Teams

A review of existing data (RED) is completed as a result of a referral from Child Find, the General Education or Student Intervention Team, upon parent request, prior to transitions, triennially, or upon request from a member of the IEP team. Initial referrals from the Student Intervention Team will typically result in consideration of data driven intervention and the need for additional data. If a parent requests the evaluation in writing, the school district must, either begin the evaluation by reviewing existing data or provide a prior written notice refusing to conduct the requested evaluation, within a reasonable amount of time not to exceed 15 school days from the time it receives the parent's written request for an evaluation. A reevaluation of each child with a disability will be conducted in accordance with IDEA regulations.

Review of Existing Data

1. A Multidisciplinary Evaluation Team (MET) meeting will be scheduled to review existing data.
2. Parents are furnished with a Meeting Notice. Parents are an integral part of the MET and should be provided with ample opportunity to participate in the MET process. However, parental permission is not required to review existing data.
3. If the parent declines to attend the meeting, the team will obtain parent input through alternative means.
4. At the meeting, the team will review all available records, including, but not limited to medical history, past school experiences, information provided by parents, and previous evaluations. In addition, the team will obtain current information regarding classroom performance, grades, and standardized assessment results. The data will be documented on the MET.
5. Based on this review, the team will determine one of the following:
 - Additional data collection is needed to determine eligibility.
 - No further data is needed and the student is not eligible for special education.
 - No further data is needed and the student is eligible for special education.

If additional data is needed:

- If the evaluation team determines that additional data is needed, the MET will outline specific assessment areas, assessment instruments, and responsible evaluators.
- The staff will request written Permission to Evaluate; and provide the parent with the Prior Written Notice, a copy of the Review of Existing Data, and a copy of the Procedural Safeguards.
- If the student fails vision or hearing screening, the team must resolve this issue or take these results into account when determining which assessments are utilized.

Assessment Procedures

A full, individual initial evaluation will be conducted by the school district before the initiation of special education and related services are provided to a child with a disability in accordance with the Individual with Disabilities Education Act (IDEA). No single procedure will be used as the sole criterion for determining whether a student has a disability, or for determining an appropriate education program for the student. The team should also assess the student in all areas related to the suspected disability.

- If the student has limited English proficiency, the primary evaluator is responsible for facilitating comprehensive evaluation in the language most likely to yield meaningful results.
- The school district must ensure that the child is observed in his/her learning environment, including the regular classroom setting, to document the child's academic performance and behavior in the areas of difficulty.

A multidisciplinary evaluation team (MET) must conduct an assessment(s), which must include at least one education specialist in a field relevant to the student's suspected disability.

The Multidisciplinary evaluation team members

The multidisciplinary evaluation team (MET) is a school district team of qualified professionals, including the parent or the student if at age of majority. The MET team determines whether existing data is sufficient for educational decision-making, what additional data may be needed, and if a student is eligible for special education.

Members of the MET may include, but are not limited to:

- Parent.
- Special Education Teacher or specialist with knowledge in the area of the suspected disability.
- Regular education teacher directly instructs the student or a regular education teacher in an age-appropriate grade level.
- District representative (Site administration, Department chair, or another designee).
- Evaluator(s) (School Psychologist, Speech-Language Pathologist or another primary evaluator).

Primary evaluators

The primary district evaluator is responsible for completing a comprehensive evaluation and subsequent written report, conjointly with the evaluation team, and reviewing the results with the parents and team at a multidisciplinary conference.

Disability Category

Autism

Emotional

Primary District Evaluator

School psychologist, Speech-Language Pathologist

Psychiatrist/Licensed Psychologist/Licensed

Professional Counselor/Licensed Social Worker or Certified School Psychologist

Hearing Impairment	Audiologist/Doctor/Licensed Nurse Practitioner/Licensed Physician's Assistant/School Psychologist or Licensed Psychologist with PhD
Mild/Moderate/ Severe Intellectual Disability	School Psychologist
Multiple Disabilities	School Psychologist and other evaluators required for each disability considered
Orthopedic Impairment	School Psychologist, Medical Certification required
Other Health Impairment	School Psychologist, Medical Certification required
Developmental Delay	School Psychologist
Preschool Severe Delay	Preschool evaluation team and School Psychologist
Specific Learning Disability	School Psychologist
Speech/Language Impairment	Speech Language Pathologist
Visual Impairment	Vision Impairment teacher, Ophthalmologist or Optometrist

Parent Permission

The school district must receive permission from parents or the legal guardian before completing an educational evaluation or reevaluation. The evaluation must be completed within 60 days of receiving parental consent. A student placed in Special Education will be considered for reevaluation every three years. Informed consent from the parents must be completed before any special education or related services are provided.

Multidisciplinary evaluation team considerations

It is the responsibility of the evaluation team to consider all available and relevant information about the student before making a decision. In order to conclude that a student is eligible for and in need of special education, the team must determine that the student meets all of the criteria for any specific category of disability according to federal, state, and local regulations. The team must also determine that the student's needs cannot solely be met in a general education setting and that the school has attempted to address the student's needs through both informal and formal interventions. The team will ensure that the determination that the student has a disability is not made due to a lack of instruction in reading, math or limited English proficiency.

Assessments of Culturally and Linguistically diverse children (best practices)

1. Use a variety of current assessment tools and strategies.
2. Do not use any single measure or assessment as the sole criterion for determining whether a child is a child with a disability.
3. Use tests and other evaluation materials that are not discriminatory on a racial, linguistic or cultural basis.
4. Use standardized tests that have been validated for the specific purpose for which they are used (i.e. "technically sound instruments").

5. Assessment and other evaluation materials must be “provided and administered in the language and form most likely to yield accurate information unless it is not feasible to provide or administer...”
6. The eligibility may not be determined if such determination is based on the lack of reading, mathematics instruction or limited English proficiency.

Based on the review of information, and input from the student’s parents, the team will determine:

- 1.If the student has a category of disability, or in the case of re-evaluation, if the student continues to have a disability;
- 2.If the student needs special education and related services, or in the case of reevaluation, if the student continues to need special education and related services;
- 3.The present levels of performance and other educational needs of the student;
- 4.If any additions or modifications to the special education and related services are needed to enable the student to meet the measurable annual goals established in the IEP and to participate in the general curriculum, as appropriate.

Eligibility decisions will be made by consensus, supported by the comprehensive evaluation report that outlines how the student meets the criteria for any specific category of disability. The decision does not require unanimous agreement but does require that everyone’s opinion is considered in a fair and open process. A consensus is reached when each team member either agrees with the team or can support the decision even though he or she may not completely agree with it. If a team member cannot agree with the team’s decision, that team member will mark accordingly on the eligibility determination. The disagreement will be documented on the prior written notice under the section "Other Factors Considered" and parents will be provided with Procedural Safeguards, which includes information regarding the request for an Independent Educational Evaluation (IEE).

Consideration of other factors:

The evaluation results establish that the student’s current functional or educational difficulties are not primarily the result of any of the following factors:

- Environmental or economic disadvantage — Ongoing abuse, neglect, family instability, social isolation, malnutrition, lack of normal childhood opportunities, frequent substance abuse, student employment, family income at or below the poverty level, at a level distinctly different from those of the majority culture.
- Cultural factors — Migrant farming, recent immigration from another country, cultural practices that are distinctly different from those of the majority culture, reservation life.
- Personal adjustment problems — Situational stress correlated with a drop in achievement, difficulty adjusting to school expectations, attitudinal and motivational factors, delinquency.

Special considerations for Specific Learning Disability eligibility

To be eligible in the SLD category, Osborn Elementary School District guidelines require, for an initial evaluation, that there is a significant severity/ discrepancy between the best estimate of the student’s ability using a comprehensive test of intelligence and at least one area of achievement as identified below using a comprehensive achievement test. The evaluation team must conclude that the following conditions are present:

- There is a significant discrepancy between the student's ability and achievement in one or more of the following areas: oral expression, listening comprehension, basic reading, reading comprehension, math calculation, math reasoning, written expression.
- There is evidence that the student, after receiving supportive and remedial general education assistance, still exhibits significant learning problems that require special education services.
- The team may not identify a child as having a Specific Learning Disability if the severe discrepancy between ability and achievement is primarily the result of visual, hearing, or motor impairment, intellectual impairment, emotional disturbance or environmental, cultural or economic disadvantage.

Reminder: A statement is required for all students with suspected SLD in parent friendly language reasoning how the determination was made.

Example Statement: Based on the Arizona Department of Education guidelines for the identification of students with a Specific Learning Disability, XYZ was administered a cognitive and achievement test. His/her cognitive score was compared to his/her achievement score to determine if there is a difference or discrepancy between the scores. The Discrepancy was calculated using the Specific Learning Disability Severe Discrepancy Regression Table. Using a correlation of .7, a standard score of XX or less would be considered a significant discrepancy between XYZ's cognitive ability (WISC-V FSIQ = 116) and his achievement scores. XYZ did not have any academic scores that met the eligibility criteria. Eligibility is determined by the MET using IDEA guidelines and is a team decision. The team is encouraged to consider all pertinent data when making eligibility decisions.

Speech Language Impairment as a Primary Category or Related Service

The following is very important as a billing and compliance issue:

If Speech Language Impairment is the primary category (not SLD, MOID, etc.), then SLI is listed as the primary eligibility category. If Speech Language Impairment is not the primary eligibility, then a student is receiving speech as a related service, (similar to OT, PT, etc.). This should be indicated in the clarifications box on the Eligibility Determination page.

Eligibility procedures

- 1.If the parent requests the evaluation the PEA must, within a reasonable amount of time not to exceed 15 school days from the date it receives a parent's written request for an evaluation, either begin the evaluation by reviewing existing data, or provide prior written notice refusing to conduct the requested evaluation. The 60-day evaluation period shall commence upon the PEA's receipt of the parent's informed written consent.
- 2.The team will send the parents an eligibility meeting notice at least 10 days, or sooner if agreed upon by parent and district staff, prior to the proposed meeting. The team will inform all MET members of the meeting.
- 3.The team will review the evaluation results and any other relevant information at the meeting and will document the eligibility decision in the MET Report.
- 4.If the student is eligible, the team may proceed with IEP development.
- 5.The team will provide the parents a copy of the procedural safeguards, prior written notice of the team's decision, a copy of the eligibility report, and a copy of the evaluation report if it was not previously given to the parents.

Non-district evaluations

The evaluation team may determine a student's eligibility for special education using a non-district evaluation. This most commonly occurs when a special education transfer student has been evaluated by the previous school district or when parents obtain an independent evaluation.

The appropriate primary evaluator will review the evaluation report to determine its adequacy in relation to state and federal evaluation requirements. The evaluator must presume eligibility for in-state evaluations but should review the report to ensure all required components are present. If any written evaluation components are missing from the non-district evaluation, the primary evaluator will initiate a review of existing data.

As other states have different criteria for meeting federal eligibility regulations, the evaluator cannot presume eligibility for out-of-state evaluations. The primary evaluator will initiate a review of existing data for all out of state evaluations. If the primary evaluator concludes that the evaluation is adequate, the evaluation team will conduct an eligibility meeting. If further evaluation is needed, the evaluator will notify the parents and obtain permission to test. If the student has a current IEP, the student's special education services will not be interrupted during the evaluation process.

Initial Placement into Special Education

The Osborn Elementary School District will provide services to disabled students in the most appropriate educational setting, where each student can make satisfactory progress. The district offers a continuum of services and programs from the least restrictive to the most restrictive. Initial placement in special education is based on the consensus recommendation of the IEP team and is followed by the development of the IEP. Initial placement into Special Education requires informed, written consent from the parents. The Osborn Elementary School District will provide services to disabled students without delay from the date of consent.

If a parent refuses consent for the initial provision of special education and related services, the school district may not use due process hearing procedures to obtain consent. The school district will not be considered in violation of FAPE and is not required to develop an IEP for the child or convene an IEP meeting.

Individual Education Plan (IEP)

An Individualized Educational Program (IEP) will be developed and implemented for each eligible child. Each IEP will include the child's present level of academic achievement and functional performance, measurable annual goals, progress and participation in the regular class, accommodations/adaptations, and alternate assessment needs.

For students 16 years or older the IEP will include a transition plan including postsecondary goals, related training, education, employment, and where appropriate, independent living skills.

An IEP team will be identified for each child with a disability. The team will take into account the child's strengths, concerns, evaluation information, academic, developmental and functional needs. The team will include parents/guardians of the child, regular education teachers, special education teachers, an administrative representative and an individual who can interpret the instructional implications of evaluation results, the student, if appropriate, and may include other service providers.

At the beginning of the school year, the district must have an IEP in effect for each child within its jurisdiction. The IEP must be developed within 30 days of eligibility determination for special

education and related services. Each regular education teacher, special education teacher, and related service provider must have access to the necessary portions of the child's IEP.

The school district will take steps to ensure parents of a child with a disability are present at each IEP meeting. Parents must be notified early enough to ensure that they will have an opportunity to attend. A meeting notice will indicate the purpose, time, location and who will be in attendance. If parents cannot attend, the school district will use other methods to ensure parent participation, such as conference calls or home visits. Parents must be part of decisions made by the IEP team. The school district will take necessary steps to ensure that the parents understand the proceedings at the IEP meeting, including providing an interpreter. A draft copy of the IEP will be given to the parents prior to the meeting and records will be provided at no additional cost. When the student involved turns 16, the notice must invite the student and any other agency representative.

Measurable Annual Goals Guidance

Measurable annual goals provide the basis for instruction and describing what a child needs related to his/her disability. There must be a direct relationship between the needs identified in the PLAAFP and the annual and postsecondary goals. Best practice is for goals to be written as SMART goals (specific, measurable, attainable, relevant, and time bound). Goals must be meaningful and measurable in order to be used for decision making.

- An annual goal is meaningful when the expectation is reasonable, the skill or knowledge the goal represents is necessary for success in school and post-school activities, and the family believes the accomplishment of the goal is important. Be specific.
- A goal is measurable when it reflects a skill or behavior that can be observed and counted in some manner. A goal should describe what a student can be reasonably expected to accomplish within a year.
- The measurable annual goals must align with on-grade-level Arizona State Standards but may be modified to meet the specific needs of the student.
- Each goal must be written so that it can be monitored frequently, and the method of measuring progress must be described. The same method of measurement should be used for the PLAAFP, the goal statement, and when monitoring progress in order to facilitate an understanding of progress and the effectiveness of services.

To meet best practice requirements towards writing measurable annual goals, the IEP team reviews the student's closed-out progress, analyzes the present levels of academic and functional performance, and then writes applicable annual goals for the areas of need identified in alignment with the district's essential standards.

The IEP team writes annual goals that:

- Show a direct relationship to the present levels of academic achievement and functional performance;
- Enable the child to be involved in and make progress in the general curriculum;
- Are aligned to grade level state standards;
- Describe only what the student can reasonably be expected to accomplish within one school year or the 12-month term of the IEP;
- Are written in measurable terms. Do not mix measures (e.g., 20% and 2/10). Include a baseline of skills; and
- As appropriate, are aligned with the student's measurable postsecondary goals and transition services including the student's course of study.

Benchmarks or Short-Term Objectives:

A benchmark or short-term objective is a logical intermediate step between the present levels of academic achievement and functional performance and the annual goal. IDEA 2004 eliminated the requirement of benchmarks or short-term objectives for children with disabilities except for those children who take alternate assessments aligned to alternate achievement standards. Benchmarks or short-term objectives may be used with other students but are not required by statute.

From <http://www.ade.az.gov/ess/publications/IEPAzTAS.pdf>, PP10-11 (For similar resources on a variety of topics, visit website: <http://www.ade.az.gov/ess/resources/>)

Accommodations:

<http://www.azed.gov/standards-development-assessment/files/2013/06/testingaccommodations-2013-2014.pdf>

Reminder: The school district will ensure that the hearing aids worn in school by students with hearing impairments are functioning properly, including the external components of surgically implanted medical devices (e.g. cochlear implants). The school district, however, will NOT be responsible for any post-surgical maintenance, programming, or replacement of any component, external or internal, of the medical device.

Prior Written Notices

Prior written notices are used in the following Special Education events:

- Referral for initial evaluation
- Collection of new data for initial evaluation or reevaluation
- Eligibility Determination
- Development or review/revision of the IEP (FAPE)
- Initial educational placement into special education, change in educational placement or termination of special education or related services
- Disciplinary removal for more than 10 consecutive school days
- Deletion or addition of related services
- Change in annual goals on an existing IEP
- Increase or decrease in special education services
- Increase or decrease in supplementary aides and services or supports to school personnel
- Refusal to increase or decrease related services
- Consideration of ESY (if done at a separate meeting)
- Proposal or refusal to initiate or change the identification, evaluation, or educational placement of a student.

For further information, please see the Arizona AzTAS Document on the ESS Website.

Progress Reports

Progress reports must be submitted to the parent/guardian during general education grading periods for all students, regardless of proximity to an IEP meeting. A final progress report must accompany the closing IEP (for annual review, exits). During general education grading periods, case managers will print all progress reports for their students (including Specialists like

OT/PT/Speech/Teacher of HI or VI/Psychologist, etc.) and send them home to parents/guardians. Progress reports are due at the same time as report cards and with the closing IEP.

For report cards, the scale/grade a student who receives special services will be given, is determined by that grade level criterion as well as the criteria in their IEP. The Special Education teacher's role in this process is to provide feedback to the regular education teacher on the report card grade/scale. The special education teacher does not give the grade on the report card unless they also serve as the highly qualified regular education teacher. The Special Education teacher's role also includes writing the progress note based on the students IEP. The exception to this is a structured teaching classroom.

In the Osborn Elementary School District, we do not indicate that a student receives special education on their report card.

Alternate Assessments

Qualifying for MSAA is an IEP team decision based upon meeting the criteria from ADE.

The criteria is: The student has an IEP with goals based on Alternate Academic Content Standards or the student is exposed to high-quality instruction focusing on Alternate Academic Content Standards.

In addition, there must be evidence of a significant cognitive disability under one of these categories:

- MIID
- MD with ID
- Autism with ID
- MOID
- MDSSI with ID
- SID
- TBI with ID

Due to Arizona's participation in the Multi-State Alternate Assessment (MSAA) Consortia, IEP teams must remember to address assessment eligibility and accommodations for both alternate assessments, MSAA (Math and ELA). MSAA (Math and ELA) assesses eligible students grades 3–8 and grade 11. AIMS A (Science) assesses eligible students grades 4, 8, and 10 or second year of high school. Specific accommodations for both instruction and the assessments also should be considered in the student's annual IEP.

Information regarding MSAA, including Examiner Training, Testing dates, the Testing System Operational Checklist, Score reports, and Contact details for Help and Support, can be accessed in the following links:

<http://www.azed.gov/assessment/msaa/> <https://www.msaaassessment.org/specifications>

<http://doe.sd.gov/assessment/documents/17-MSAA-Guide.pdf>

Change in setting to another school within district

Special education services will be provided at the home school unless the IEP services required are not available. If considering a more restrictive setting the IEP team is required to exhaust

least restrictive environment (LRE) options on the home school campus. A student whose needs cannot be met at the home school site may require a change in setting for special education services.

1. Prior to the IEP review meeting at which a change of setting will be considered, the case manager at the service school will contact the Student Services department for review of the data supporting the change. Student Services will contact the case manager and/or program representative of the potential receiving school and share a copy of the student's records (IEP, evaluation report, and other pertinent information) with the receiving school.
2. An informal staff discussion meeting (DIAR) may be held between the two schools to exchange information about the student and to explore other options to meet the student's needs. The meeting is not for the purpose of making a placement or any other IEP decisions.
3. After the discussion meeting, the special education service provider will schedule an IEP review meeting and provide the parents with a meeting notice stating the purpose of the review. The meeting will take place at the current service school or a mutually agreed upon site. The representatives from the proposed receiving program will be invited to the IEP review meeting.
4. Following the IEP meeting, the Case Manager at the receiving school will be responsible for all paperwork, including the transfer of records.
5. Upon completion of the IEP, the parent may request an opportunity to visit the identified program. The site administrator will facilitate the visit.

A request must be made to the Director of Student Services, if the team is unsure of the next steps for meeting a student's needs, or your team is at an impasse/seeking assistance in choosing the appropriate program for consideration at an IEP review.

Appropriate Options Committee Procedures:

1. The sending team contacts the Director of Student Services for a pre-referral view of paperwork and data collected. Please provide copies of interventions tried and other tracking reports to the District Office.
2. After reviewing paperwork, the Director of Student Services will guide the team by suggesting appropriate next steps and/or appropriate programs to consider in an IEP review. The sending school will schedule a meeting with the Director of Student Services for further dialogue prior to an IEP meeting (DIAR meeting).
3. The Director of Student Services will notify the principal/psychologist/case manager of any appropriate options considered at another school site.
4. The sending team will review and develop an IEP using input from the committee on all appropriate options for the student. All suitable options, which are discussed by the Director of Student Services, should be presented and discussed in the IEP forum. If a structured teaching program is considered, a representative from that campus should be invited.
5. If the IEP team has determined a structured teaching placement, the program site will determine the classroom in which the student will be placed.

Transfer students from other school district placements

1. The office staff at the elementary school, or guidance staff at the high school, will notify the school psychologist when a new student enrolls who previously was receiving special education services. The office staff or guidance staff will have the parent sign a request for records form at the time of enrollment.

2. The school psychologist, or guidance staff, will contact the parent for more information, obtain any records that the parent may have, and call the previous school district to request current records.
3. The district is responsible for FAPE upon enrollment. Special education students must receive comparable services to those services described in the IEP upon entry into school. Credible knowledge of an IEP obtained from the previous district or school personnel would require the initiation of comparable services while records are being obtained.
4. If the IEP indicates the student was served in a structured teaching or district placed private school program, the following steps are taken to ensure FAPE upon enrollment:
 - The school psychologist will review records and determine the setting that best aligns to the setting in the current IEP. If the student is privately placed or the primary evaluator is unsure of the appropriate setting, contact the Exceptional Student Services Director. The ESS Director and school psychologist will review records and determine the setting that best aligns to the setting in the current IEP.
 - The child will attend the home school while determining the most appropriate setting to meet the student's IEP needs. The home school team will meet the child's IEP to the best of their ability, which may include full day services within the resource setting.
 - For students with an IEP indicating private placement or specialty services in order to attend school, and the home school is unable to meet the IEP needs, the school psychologist will expedite the initiation of services in the appropriate setting.
 - Students attending local private placements will continue in that setting while the IEP is reviewed by the district.

In-state transfers

For special education in-state transfers, the following items must be addressed upon enrollment:

- With credible knowledge of special education services, the case manager will send prior written notice to the parents indicating that services will be initiated.
- The IEP team will implement the existing IEP to the extent possible by providing comparable services.
- If the IEP is not adopted in its entirety, the IEP team will develop an IEP within 30 days of enrollment.
- The IEP team must presume eligibility, and the case manager will review the current evaluation, MET, placement statement, and the IEP to ensure they conform to state evaluation and eligibility criteria.
- IEP services cannot be delayed because of incomplete records. Special education services must be initiated once an IEP has been received or credible confirmation of the presence of an IEP is obtained. Comparable services will be provided while the case manager obtains all other needed records.
- If previous IEP includes transportation services, the school psychologist will complete and forward the transportation services form.

REMINDER: If the IEP is not adopted in its entirety, the IEP must be rewritten within 30 days of enrollment for all in-state transfer students.

If available records are insufficient:

- The primary evaluator will convene a MET meeting to review existing data if:
 - o The evaluation is incomplete.
 - o The current MET report is unavailable or over three years old.

- o The MET/evaluation does not meet state evaluation or eligibility criteria.
- An IEP meeting must be convened within 10 days of enrollment if:
 - o The current IEP is unavailable; or
 - o The parent or IEP team believes that the IEP is inappropriate; or
 - o The current IEP is inappropriate according to state special education criteria.

Out-of-state transfers

For special education out-of-state transfers, the following items must be addressed upon enrollment:

- With credible knowledge of special education services, the case manager will send prior written notice to the parents indicating that comparable services will be initiated.
- Do not presume eligibility as state requirements for eligibility differ. The case manager will review the current evaluation, MET, and IEP to ensure they conform to Arizona state evaluation and eligibility criteria.
- IEP services cannot be delayed because of incomplete records. Comparable special education services must be initiated once credible confirmation of the presence of an IEP is obtained. Comparable services will be provided while the case manager obtains all other needed records.
- The case manager will convene to review existing data and complete a MET to determine Arizona eligibility. Additionally, a new IEP must be developed to document student's needs and services within 30 days according to Arizona state special education standards.

REMINDER: The IEP must be rewritten within 30 days of enrollment for all out- of state transfer students.

Transfer students within the Osborn Elementary School District When a special education student transfers to another district school, the case manager at the receiving school will contact the previous primary evaluator to request all working files. The primary service provider will inform the parents that comparable services will be provided using the current IEP.

Clarification on Move on When Reading for Students with Disabilities

The Arizona Revised Statute (A.R.S.) 15-701 pertaining to Move on When Reading (MOWR) set forth the requirements for determining which students with a disability can be exempt from the statute.

[A.R.S §15-701](#) requires that an Arizona student not be promoted from the third grade if the student scores far below the third-grade level on the AASA statewide assessment. A third grader who does not demonstrate sufficient reading skills may be promoted to fourth grade if the student:

1. Is an English Language Learner (ELL) who has received less than three years of English instruction.
2. Has a disability and the IEP team agrees promotion is appropriate or the student is in the process of being evaluated for an IEP.
3. Has been diagnosed with a significant reading impairment (including dyslexia).
4. Demonstrates sufficient reading skills or adequate progress toward sufficient reading skills through a collection of assessments approved by the State Board of Education.

5. Receives intervention and remedial services during the summer or a subsequent school year and demonstrates sufficient progress based on statutory guidelines.

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The second and third exemptions protect children with disabilities that affect their ability to learn reading or writing at grade level. If an IEP team determines the child’s disability affects his/her reading or writing ability, the IEP team, which includes the child’s parent or guardian, will make a promotion/retention decision that is based on the best interests of the child. Remember to include the Third Grade Promotion Form with your IEPs documents for third graders, and for any second graders for whom you may write post-AASA testing IEPs. It will allow them to "move on when reading" - at their level.

Exit from Special Services

Unless the student is exiting from special services because they are graduation with a regular high school diploma, the school district must first evaluate the student in all areas of suspected disability and determine that they are no longer eligible for services before exiting them from special services.

If the MET team determines the student is no longer eligible for services or if student is graduating with a regular high school diploma, The case manager should provide an Eligibility Determination Page stating that the student no longer meets the criteria for special education and the following;

- State Reporting Exit Report under Miscellaneous Forms;
- Student Exit Form (SEF) *for Graduating High School Students* under Miscellaneous Forms;
- Summary of Performance (V8) Form *for Graduating High School Students* under Miscellaneous Forms;
- Prior Written Notice;
- Complete a final progress report

If a student is being exited from OT/PT/Speech or another related service, they must first be reevaluated or assessed in the area of services provided. The case manager/provider should provide:

- Standard or Addendum IEP;
- Conference summary;
- State Reporting Exit Report with service specification;
- Prior Written Notice; and completed final progress report.

Revocation of Special Education Services

The Individuals with Disabilities Education Act (IDEA) regulations allow a parent/legal guardian to revoke consent to continued special education services. The parent’s decision to stop special education services is not an IEP team decision and must be honored. If rights have transferred to a student 18 years of age, the adult student may revoke consent to continued special education services. However, in order to be legal, the consent must be in writing. The ‘Revocation of Consent for Special Education and Related Services’ form is found under Miscellaneous Forms.

This is submitted with a Prior Written Notice (PWN) that will explain that the Parent or adult student had requested the student’s special education services to stop, and that all services and accommodations in the student’s Individualized Educational Program (IEP) will stop. In cases of

special education services being revoked, the PEA will not be in violation of the requirement to provide a free appropriate public education (FAPE).

Confidentiality

The Osborn Elementary School District must ensure that protection of the confidentiality of any personally identifiable data, information, and records collected or maintained by the agency will be in accordance with the law. The school district must comply with a request without unnecessary delay and in no case more than 45 days after the request has been made. Parents must be permitted to inspect and review any education records relating to their children that are collected, maintained or used by the agency under the Individual with Disabilities Education Act (IDEA).

Parents have the right to review all information before any IEP meeting, upon filing a due process complaint, or prior to a disciplinary hearing or resolution session. Parents may request amendment of records if they believe that inaccurate or misleading information is present.

There must be a record of all parties obtaining access to special education records including: the name of the party, the date access was given, and the purpose for which the party is authorized to use the records. Parental consent must be obtained before personally identifiable information is disclosed to parties other than school district personnel.

The school district must protect the confidentiality of personally identifiable information at the stages of collection, storage, disclosure, and destruction. All persons collecting or using personally identifiable information must receive training regarding state and national law including FERPA. The Student Services department will provide this training.

The rights of the parents regarding educational records are transferred to the student at age 18 under FERPA. If the rights of the parents regarding educational records are transferred to the student at age 18 under IDEA, the school district must provide any notice required under the procedural safeguard's provisions.

Records

The Osborn Elementary School District uses special education records to help in the instruction, guidance, and educational progress of students; to provide information to parents and staff; to comply with federal and state regulatory requirements; to provide a basis for the evaluation and improvement of school programs; and to conduct educational research. The Osborn Elementary School District complies with all federal laws and regulations pertaining to the privacy and confidentiality of special education records.

Parent rights regarding special education records

Parents, or their authorized representatives, have the right to review and inspect any Osborn Elementary School District educational records directly related to their child. Such records may be inspected and reviewed within 45 days of the date the district receives a request for access.

All parent requests to review or inspect special education records should be directed to the Department of Student Services. If any educational record includes information on more than one student, the parents may inspect and review only the information relating to their child. School personnel will be available to explain and interpret the content of the records to the parents or their authorized representative. Parents have the right to request that the school district provides copies of the records if parents cannot effectively inspect and review the records unless copies are received. The school district may charge a fee for copies of student records. Parents who believe

that information in their child's educational records is inaccurate, misleading, or violating the privacy rights of the child, may request, in writing to the Director of Exceptional Student Services, that the district amends the record. The Director will decide whether to comply with the request and will inform the parents within a reasonable time. If the Director decides to refuse to amend the record, the parents will be advised of their right to a due process hearing.

Parents may restrict access to their child's records by withholding consent to disclose records, except that the Department of Student Services will permit disclosure without consent to school officials with legitimate educational interests and to law enforcement agencies that request the records. When records are requested by a law enforcement agency, the school will send the parent or guardian prior written notice indicating that the records were sent as requested. If requested, the Department of Exceptional Student Services will provide parents with a list of the types and locations of educational records collected, maintained, or used by the district.

Parents have the right to be informed before their child's records are destroyed.

Parents also may file a complaint with the U.S. Department of Education concerning alleged failures by the district to comply with the requirements of FERPA.

Storage of special education records

Special education records will be maintained by the Department of Student Services at the Osborn Elementary School District office under the supervision of the Director of Students Services. No special education documents should be kept in students' permanent record files, except for the 45-Day Screening form.

Access to special education records

Access to special education records will be limited to parents or their authorized representative, and school employees who have a legitimate educational interest in the records. A legitimate educational interest is the employee's need to:

- Perform a task required as part of the employee's job description, as approved by the school board.
- Perform a supervisory or instructional task directly related to the student's education.
- Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid.

The Department of Student Services will maintain, for public inspection, a current list of the names and positions of school employees who may have access to student records. The Department also will keep a record of the name of each person obtaining access to records, and the date access took place and the purpose of the authorized use.

Disclosure of special education records

Only the Department of Student Services may disclose personally identifiable information from special education records. Records will be released to other public schools where the student enrolls upon the school's official written request. The Department will not release records to any other person or agency without written parental approval unless the disclosure is consistent with federal and state statutes. FERPA provides that disclosure of records may take place without parental consent in the following situations:

- School officials are allowed access to student education records for legitimate educational purposes. School officials include teachers, substitute teachers, administrators, and other district employees who perform special tasks, such as a secretary, clerk, etc.

- State monitoring teams.
- State auditors.
- In health or safety emergencies.

When a student transfers to another school within the Osborn Elementary School District, the previous school case manager will send the school copy and any working files of the student's records/progress to the special education case manager of the receiving school.

Destruction of special education records

The Department of Students Services will destroy special education records five years after the school year in which the student withdrew from school, transferred to another school district, or graduated from high school. The Department will maintain a permanent record of a student's name, address, and phone number without time limitation. Individual schools are responsible for destroying school copies and working files of special education student's information.

Extended School Year (ESY)

Extended school year is an individual determination made by the IEP team and is provided when the maintenance educational benefits gained during the school year are significantly jeopardized by a break in service, and appropriate documentation of need is presented. Extended School Year (ESY) is based upon goals that have been identified as critical skills or when a student demonstrates significant regression and recoupment by the IEP team. An ESY program is considered for all special education children and is provided beyond the normal school year at no cost to parents. The IEP team will consider every disabled child's need for ESY services at each annual IEP review meeting. Related services will be provided when required to maintain identified skills. ESY can be provided in a variety of environments such as the home with the parent teaching and staff consulting, at school, and in the community. ESY is not compulsory; parents may choose to decline ESY services.

Critical Skills for ESY

Critical skills are social, functional, behavioral, and academic skills that are related to IEP goals and are critical to the student's overall school and community functioning. ESY focuses on critical skills that impact the maintenance of educational benefit for FAPE. The IEP team will identify goals that are critical skills for Extended School Year consideration.

Regression and Recoupment for ESY

Regression and recoupment for ESY is determined on a specific, identified IEP goal for data collection. Normal regression and recoupment after a break should not exceed more than the amount of time of the break (2 weeks during Winter Break, 1 week during Fall/Spring break, 6-8 weeks during summer break). A student may be found to qualify for ESY by the IEP team if data supports significant regression or recoupment issues on a skill that is identified and impacts the maintenance of educational benefits for FAPE.

Data Driven ESY Decision Making Documenting ESY Needs and Services

1. The teachers/service providers will collect data on all identified critical skills IEP goals and be prepared to determine the need for ESY services at the annual review IEP meeting (or an addendum).

2. At the annual review meeting, the teachers/service providers will present the ESY documentation to the IEP team. The team will determine the need for ESY services using the Review of ESY Data form to guide the decision.
3. The ESY determination and justification is documented in the Extended School Year section of the IEP.
4. If the student is not found in need of ESY services, no further documentation is needed.
5. For a student found in need of Extended School Year services, the team will determine which IEP goals and objectives will be targeted for ESY services and will determine the frequency, duration, and least restrictive environment for the delivery of service.
6. If there is insufficient data to determine the need for ESY, an IEP amendment must be completed to capture the ESY determination. Insufficient data would typically be used only for students new to special education, new to the district or when more data collection is necessary.
7. Any changes in a student's need for ESY services must also be documented using the IEP addendum.
8. ESY services will address the identified ESY needs but do not have to mirror the current IEP (e.g. a student may not require related services during ESY). Only targeted ESY goals/services will be provided.
9. A decision regarding the need for ESY must be completed a minimum of 45 days prior to the end of the school year.

Discipline

A child with a disability may be disciplined for a violation of the student code of conduct, in accordance with IDEA regulations. School personnel may remove a child with a disability who violates a student code of conduct from his or her current placement to an appropriate interim alternative educational setting, another setting or suspension for no more than 10 total days during each school year, and may include a recommendation for additional removal or expulsion.

Within 10 days of any change of placement based on a violation of code of student conduct the school, parent, and relevant members of the team must hold a manifestation determination review (MDR) to determine if the conduct was a manifestation of the child's disability or if the conduct in question was the direct result of the school's failure to implement the IEP. The MDR team must review all relevant information in the child's file, including their IEP, teacher observations, and any relevant information provided by the parents.

If the MDR team determines the behavior was a manifestation of the child's disability or if the conduct in question was the direct result of the school's failure to implement the IEP, the school district must conduct a functional behavioral assessment, or if one has already been conducted and a behavioral intervention plan had been implemented prior to the behavior, review and modify the behavior intervention plan. The school district must also return the student to their placement unless the parent and the school district agree to a change in placement as part of the modification of the BIP.

However, the student may be removed to an interim alternative educational setting for not more than 45 school days without regard as to whether the behavior is a manifestation of their disability if they:

- (1) Carry a weapon to or possesses a weapon at school, on school premises, or to or at a school function under the jurisdiction of an SEA or an LEA;

- (2) Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction of the school district; or
- (3) Inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of the school district.

If the MDR team determines the conduct was not a manifestation of the child's disability or if the conduct in question was not the direct result of the school's failure to implement the IEP, the student can be removed in accordance with the school district's suspension or expulsion policies.

After 10 days of removal, the district is responsible during any subsequent days to provide services that enable the child to continue to participate in the general education curriculum in another setting and to progress toward meeting his/her IEP goals. The school district is required to provide the appropriate functional behavioral assessment, behavioral intervention services and modifications designed to address behavior violations so that it does not recur. The child's IEP team determines the educational setting for services.

The parent of a child with a disability who disagrees with any decision regarding placement under the law or the manifestation determination may appeal the decision by requesting an expedited due process hearing. If the school believes that maintaining the current placement of the child is substantially likely to cause injury to the child or other may appeal the decision by requesting an expedited due process hearing.

Students will remain in their interim alternative educational setting pending the decision of the hearing officer or the expiration of the interim setting whichever comes first unless the IEP team agrees otherwise.

In certain cases, children not determined eligible for Special Education and related services may fall under the discipline policies and procedures for Special education. In this instance the school must have prior knowledge that the child was a child with a disability before the behavior precipitated. Protections may be asserted if the parent of the child expressed concern in writing to administrative personnel. The school district can report a crime committed by a child with a disability to appropriate authorities. Copies of all Special Education and disciplinary records of the child will be shared with appropriate authorities under FERPA.

Least Restrictive Environment (LRE)

Children with disabilities, including children in public or private institutions or other care facilities, will be educated to the maximum extent appropriate with children who are not disabled in accordance with IDEA regulations.

The school district will ensure that special classes, separate classes, separate schooling, or other removals of children with disabilities from the regular educational environment occur only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Procedural Safeguards

The school district will establish, maintain and implement procedural safeguards that meet the requirements of the law. Parents of a child with a disability shall be given an opportunity to inspect and review all education records with respect to the identification, evaluation, educational placement and the provision of FAPE. Parents must have an opportunity to participate in a

meeting in which a decision is to be made relating to the educational placement of the child. If parents cannot attend, other methods such as individual or conference telephone call or video conferencing must be utilized.

Parents of a child with a disability have the right to obtain an independent educational evaluation (IEE) of their child. Parents have the right to an independent educational evaluation at public expense if the parent disagrees with an evaluation obtained by the school district and the evaluation is less than 2 years old. The independent educational evaluation must be conducted by a non-school district employee, but from a district approved evaluator list, if at public expense.

Prior written notice must be given to the parents of a child with a disability before the school proposes to initiate or change the identification, evaluation, or educational placement of the child or the provision of FAPE. The notice must include: a description of action proposed or refused, an explanation of why the agency proposes or refuses to take the action, how procedural safeguards may be obtained, sources for parents to contact to obtain assistance, and a description of other options the IEP team considered and the reason those options were rejected. A copy of the procedural safeguards must be given to the parents of each student with a disability at the beginning of the school year and offered at every meeting with the parent. The procedural safeguards notice must include a full explanation of all the procedural safeguards available under the law.

The school district will establish procedures to allow parties to disputes, including those matters arising prior to a request for a due process hearing, to resolve disputes through mediation.

A parent or the school district may file a request for a due process hearing relating to the identification, evaluation or educational placement of a child with a disability.

Resources for Measurement Tools:

Resources for measurement tools include: any district approved assessment, district benchmarks, assessment measurements, teacher made assessment, or state assessments to include state sample assessments.

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

Agenda Item Number – XI

Agenda Item

Board Development

For Board: ☐ Action ☒ Discussion ☒ Information

Background –

Governing Board Goals

- ☐ Community Connectedness and Increased Enrollment
- ☐ Maximize Student Learning & Achievement from PreK to High School
- ☐ Stewardship and Boardmanship
- ☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

August 18, 2026

Board Meeting

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

Agenda Item Number – XII

Agenda Item

Future Agenda Items

For Board:

☐

Action

☒

Discussion

☒

Information

Mr. Blink

Update Montecito

An update on the Montecito expansion was included in last Friday's Superintendent's Weekly Update. After consulting with Board President Ramos, the item will come forward in September with a more comprehensive overview, including programmatic, facility, enrollment, staffing, and financial considerations.

Strategic Plan process

The Board began the strategic planning conversation during the August 4 work study. This work will continue at the upcoming Board Retreat in September, where the Board and Superintendent will identify next steps and provide direction for the strategic planning process.

Mr. Thompson

Update on A-F Letter Grades

All Osborn schools currently have a B, with the exception of Montecito, which has a C. These letter grades are currently pending and have not yet been officially released by the state.

Montecito's current size and student demographics limit the number of points the school is able to earn within the state accountability model. Additional context will be provided at the September Board Retreat so the Board can better understand the letter-grade calculation and Montecito's unique circumstances. At this time, Osborn is projected to remain a B district.

Mr. Hermes

Heat Safety for Students and Staff

The Superintendent met with the Director of Student Services, Executive Director of Learning and Equity and Lead Nurse to strengthen the district's approach to heat safety for students and staff. The district has developed a plan to provide daily heat-safety information districtwide based on the heat index, along with clear guidance for schools and departments on appropriate next steps as conditions change, and have implement mandatory heat-safety training for all staff. Executive team is also reviewing the current Trust policies to determine whether these protocols can be addressed through administrative procedures under existing safety policies or whether an additional Board policy related specifically to heat safety should be considered.

Agenda Item Number – XIII

OSBORN SCHOOL DISTRICT NO. 8
August 18, 2026
Board Meeting

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Adjournment

Moved _____ Seconded _____ P/F