

**OSBORN SCHOOL DISTRICT NO. 8**  
**GOVERNING BOARD MEETING**  
**August 19, 2025**

**Regular Meeting – 5:30 PM**

**Doors Open at 5:15 PM**

**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](mailto:lnye@osbornsd.org) by 12:00pm on Tuesday, August 19, 2025.*

*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.*

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**I. Call to Order**

**II. Pledge of Allegiance/School Presentation/Land Acknowledgement**

**III. 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!

**IV. 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.

**V. Consent Agenda**

- A. Ratification of Accounts Payable Vouchers

- B. Ratification of Payroll Vouchers
- C. Board Minutes
  - 1. Time Models Public Hearing July 15, 2025
  - 2. Public Hearing July 15, 2025 Budget and Approval to Spend Insurance Proceeds
  - 3. Regular Meeting of July 15, 2025
- 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 2025/26 Student Activity Events
- J. MOU's / Agreements with Partner Organizations
  - 1. Approval of the continuation of the Food Program Permanent Service Agreement (FPPSA)
  - 2. Approval of the Memorandum of Understanding between Assistance League (Delivering Dreams Bus Program) of Arizona and the Osborn School District for the 2025- 2026 SY
  - 3. Approval of renewal of Affiliation Agreement with ASU School of Social Work for 2025-2026
  - 4. Approval of Renewal of the MOA with Southwest Human Development for Early Head Start/Head Start 2025-2026
  - 5. Approval of Renewal of the MOU with Southwest Human Development for SPED Preschool Services 2025-2026
  - 6. Approval of Space Agreement with Southwest Human Development Head Start / Early Head Start
  - 7. Approval of Renewal of Agreement with Arizona Dept. of Homeland Security, Cyber Readiness Program-25/26
  - 8. Approval of agreement between Southwest Missouri State University 25-26
  - 10. Approval of agreement with Rising Star Youth Theatre 25-26
  - 11. Renewal of Agreement with Arizona School for the Deaf and Blind
- K. Approval of 2025/26 Student Fees
- L. Extracurricular Fee/Tax Credit Resolution
- M. Approval of the Prop 301 Performance Based Compensation Plan for 2025/26
- N. Approval of out of state travel for Governing Board Members Violeta Ramos, Ed Hermes, Rhiannon Ford and Eric Thompson to attend the 2026 NSBA Advocacy & Equity Institute February 1-3, 2026 in Washington DC.

**VI. Board Presentation**

**VII. 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.

**VIII. Information/Discussion Items**

**IX. Action Items**  
**Action/Approval**

- A. Approval of Revised FY26 Budget
- B. Election of Governing Board Clerk
- C. Approval of Delegate and Alternate as Discussed to Represent Osborn School District at the Arizona School Boards Association Delegate Assembly on September 6, 2025.
- D. Approval of Arizona School Boards Association's (ASBA) [proposed 2026 Political Agenda](#), and, Direct the District's Delegate to the ASBA Delegate Assembly to Represent the Board's Determined Position.
- E. Approval and second review of ASBA Policy Revisions to the following policies:

BAA-EB	Evaluation of School Board/Board Self Evaluation
CA	Administration Goals/ Priority Objectives
CB	Superintendent
CBA	Qualifications and duties of the Superintendent
CBCA	Delegated Authority
CBCA-R	Delegated Authority
CBI	Evaluation of Superintendent
CBI-EA	Evaluation of Superintendent
CBI-EB	Evaluation of Superintendent
CCB	Line and Staff Relations
CCB-R	Line and Staff Relations
CFD	School Based Management
CFD-R	School Based Management
CFD-E	School Based Management
CFD	School Based Management (version for 1 school District or < than 600 students)
CHD	Administration in the Absence of Policy
CK	Administrative Consultants
CM	School District Annual Report
IHA	Basic Instructional Program
IJNDB	Use of Technology Resources in Instruction
IJNDB-R	Use of Technology Resources in Instruction
JLF	Reporting Child Abuse/Child Protection
JLIF	Sex Offender Notification
JR	Student Records
DA	Fiscal Management Goals
DB	Annual Budget: Schedule, Preparation/Planning, Format, and Posting/Submission
DBC	Budget Planning, Preparation, And Schedules
DBF	Budget Process, Adoption and Implementation
DBI	Budget Implementation
DBJ	Budget Reconciliation and Transfers
DD	Budget Funding Sources
DDA	Funding Sources Outside the School System
DEC	Funding from Federal Tax Sources (Impact Aid Program)
DFA	Revenues and Income
DFB	Revenues from School Owned Real Estate
DFD	Gift Receipts and Admissions
DFF	Income from School Sales and Services
DG	Banking Services and Authorized Signatures

DGA	Authorized Signatures
DGD	Credit Cards (Credit Cards and/Procurement Cards)
DI	Fiscal Accounting and Reporting
DIA	Accounting System
DIB	Revolving and Auxiliary Funds
DIC	Financial Reports and Statements
DICA	Budget Format
DID	Inventories
DIE	Audits/Financial Monitoring
DIE-R	Audits/Financial Auditing
DJ	Purchasing Ethics
DJE	Bidding/Purchasing Procedures
DJG	Vendor Contractor and Sales Calls Requirements
DJG-R	Vendor Contractor and Sales Calls Requirements
DJGA	Sales Calls and Demonstrations
DJGA-R	Sales Calls and Demonstrations
DK	Payment and Payroll Procedures
DKA	Payroll Procedures/Schedules
DKA-E	Payroll Procedures/Schedules
DN	School Properties Disposition

**X. Board Development**

A. Book study

**XI. Reflections/Feedback on Meeting**

Reflections on the business of this meeting. Governing Board members may wish to comment on how reflections align to Board goals.

**XII. Future Agenda Items**

**XIII. Adjournment**

# OSBORN SCHOOL DISTRICT NO. 8

August 19, 2025

## Board Meeting

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

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 19, 2025**  
**Board Meeting**

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

**Agenda Item Number – III**

**Agenda Item**

**District Celebrations and Announcements**

For Board:    ☐ Action                      ☐ Discussion                      ☒ Information

**Background –**

Tonight we welcome our new teachers and staff to all our campuses for the 25-26 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**

Information Only

OSBORN SCHOOL DISTRICT NO. 8

August 19, 2025

Board Meeting

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

Agenda Item Number – IV

**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 message or request to speak live to [lnye@osbornsd.org](mailto:lnye@osbornsd.org) by 12:00pm on Tuesday, August 19, 2025.*

**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 19, 2025**

**Board Meeting**

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

**Agenda Item Number – V-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 FY25/FY26 Accounts Payable Vouchers from July 1 through July 31, 2025.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**Osborn School District No. 8**  
**Summary of FY25/FY26 Accounts Payable Vouchers Processed**  
**7/1/25 through 7/31/25**

<b>Fund Title</b>	<b>Fund #</b>	<b>Total</b>
M & O	1	754,610.29
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
Title I Targeted Support & Improvement	115	2,397.00
Title I Targeted Support & Improvement	116	0.00
Title IIA - Improving Teacher Quality	140	0.00
Title IIA - Improving Teacher Quality	141	569.96
TITLE IV-SAFE & DRUG FREE BASIC	160	0.00
Title IV- Safe & Drug free basic	161	2,855.82
21st Century (Enc, Sol)	162	750.00
21st Century (CL, LV, OMS)	163	825.00
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	6,598.88
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	0.00
EPACLEAN BUSES GRANT	308	0.00
AZ NURSES WORKFORCE GRANT	310	896.18
PRE School Dev GRANT	320	0.00
AZ PRIME GRANT	321	0.00
PDG-CONTINUATION GRANT	323	4,791.43
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	5,765.00

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	205,859.31
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 Pl-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	1,403.74
Civic Center	515	0.00
Community School	520	1,034.23
Community School Montessori	521	460.88
Auxiliary Operations	525	0.00
Extra Curr Tax Fees CR	526	0.00
Gift and Donations	530	243.90
Fingerprint	540	22.00
Insurance Proceeds	550	0.00
Textbooks	555	0.00
LITIGATION RECOVERY	565	0.00
Indirect Costs	570	3,363.92
Unemployment Insurance	575	0.00
Insurance Refund	585	0.00
Unrestrict Capital Outlay	610	520,071.42
Bond Building funds	630	218,329.37
Energy & Water Savings	665	0.00
SFB BUILDING RENEWAL	691	0.00
Student Activities	850	0.00
Employee Insurance Fund	855	43,738.25
		<u>1,774,586.58</u>

**OSBORN SCHOOL DISTRICT NO. 8**

**August 19, 2025**

**Board Meeting**

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

**Agenda Item Number – V-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 2024/25 Payroll Vouchers processed from July 1 through July 31, 2025.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

# Osborn School District No. 8

Summary of Payroll Vouchers 7/01/25 thru 7/31/25

Voucher number		
<u>Fund Title</u>	<u>Fund</u>	<u>Total</u>
Maintenance & Operation	001	468,465.44
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	60,725.31
na	115	0.00
Title IIA	141	408.36
	160	0.00
Title IV	161	272.27
21st CCLC Grant	162	30,829.77
21st CCLC Grant	163	30,825.00
Title III	191	6,160.90
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	231	0.00
Medicaid Reimbursement Fund	290	2,648.92
Preschool Developmental Year 1	320	0.00
AZ Prime Grant	321	0.00
PDG - CONTINUATION GRANT	323	3,254.04
HQEL Grant	333	0.00
ESSER ROUND III	346	0.00
FED ED INNOVATION RESEARCH	364	0.00
RESULTS BASED FUNDING	457	0.00
na	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	38,024.50
Civic Center	515	397.46
Community Schools	520	3,626.55
Community Schools-Montessori	521	1,208.85
Extra Curr Tax Fees	526	1,029.33
Gifts & Donations	530	0.00
Indirect Costs Fund	570	31,161.20
UNRESTRICT CAPITAL OUTLAY	610	0.00
		<u>\$ 679,037.90</u>

**OSBORN SCHOOL DISTRICT NO. 8**

**August 19, 2025**

**Board Meeting**

**The Osborn Community advances the full potential of every child  
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**Agenda Item Number – V-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. July 15, 2025 Regular Meeting
2. Time Models Public Hearing July 15, 2025
3. Public Hearing July 15, 2025 Budget and Approval to Spend Insurance Proceeds

**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

OSBORN SCHOOL DISTRICT NO. 8  
Governing Board Regular Meeting  
July 15, 2025

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The Regular Meeting of the Osborn School District Governing Board was called to order at 5:30pm by Board President Violeta Ramos.

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

At the conclusion of the Public Hearings, the meeting resumed at 5:34pm.

**Pledge of Allegiance and Land Acknowledgement**

Dr. Robert led the pledge. Mrs. Ramos read the land acknowledgement.

**District Celebrations and Announcements**

None.

**Call to the Public**

No comments.

**Consent Agenda – Approval of Items Since April Meeting**

- A. Ratification of Accounts Payable Vouchers
- B. Ratification of Payroll Vouchers
- C. Board Minutes
  - 1. Regular meeting of June 16, 2025
  - 2. Public Hearing minutes of June 16, 2025
  - 3. Public Hearing minutes of May 14, 2025
- 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 renewals
- 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. Approval of the Memorandum of Understanding between Lutheran Social Services of the Southwest and the Osborn School District for the 2025-26 SY.
  - 2. Approval of the Memorandum of Understanding between Excel Soccer Academy and the Osborn School District for the 2025- 2026 SY
  - 3. Renewal of MOU with Hands on Greater Phoenix Your Experience Counts Program 2025-2026
- J. Out-of-State Travel to Annual Synergy Conference in Orlando, Florida November 6-7, 2025

- K. Renewal of BIDs, RFPs, RFQs
- L. Approval of the Payroll Specialist position description.

Mrs. Greenberg motioned to approve. Mr. Thompson seconded. Motion carried 4-0.

Mrs. Ramos aye  
Mrs. Greenberg aye  
Mrs. Ford aye  
Mr. Thompson aye

#### **Admin Reports**

No comments

#### **Action Items**

##### **Adoption of the 2025/26 Expenditure Budget and Approval to Spend Insurance Proceeds**

Ms. McCabe said this item is for official action for adoption of the 2025/2026 expenditure budget and approval to spend insurance proceeds offering a reminder that numbers are based on preliminary worksheets. She said she will bring back a revised budget in August to transition to the final worksheets. There were no major changes as 2% was already built in but does include the additional funds for free and reduced meals.

Mrs. Ford motioned to approve. Mr. Thompson seconded. Motion carried 4-0.

Mrs. Ramos aye  
Mrs. Greenberg aye  
Mrs. Ford aye  
Mr. Thompson aye

Member Hermes joined the meeting at 5:38 pm.

##### **Approval of the proposed Instruction Time Model for Clarendon, Encanto, OMS, Longview and Solano Schools for the 2025-26 school year**

Mrs. Potter Davis stated that the district has held the required two public hearings. She said that although the district has not accessed, she is grateful to have the opportunity to provide this as an option.

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

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

##### **Out-of-State Professional Development Opportunities for Governing Board Members Ed Hermes, Leanne Greenberg, Violeta Ramos, Rhiannon Ford and Eric Thompson for the 2025-2026 school year**

Providing background, Dr. Robert shared that bringing a list of potential travel for the year has only been done for the past couple of years but does allow the district to leverage dollars to attend trainings.

Discussion took place around reduced budgets and if the item is not approved the necessity to make arrangements to attend out of state trainings in advance. Mr. Thompson expressed preference for knowing costs prior to approval.

Mrs. Ford moved to approve. Mr. Hermes seconded. The motion did not carry 2-3.

President Ramos took a roll call vote.

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

**Out-of-State Professional Development Opportunities for Superintendent Dr. Michael Robert for the 2025-2026 school year.**

Mr. Thompson motioned to table the item. Mr. Hermes seconded. The motion carries 3-2.

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

**Approval of first review of ASBA Policy Revisions:**

BAA-EB	Evaluation of School Board/Board Self Evaluation
CA	Administration Goals/ Priority Objectives
CB	Superintendent
CBA	Qualifications and duties of the Superintendent
CBCA	Delegated Authority
CBCA-R	Delegated Authority
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CCB	Line and Staff Relations
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CFD	School Based Management
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IHA	Basic Instructional Program
IJNDB	Use of Technology Resources in Instruction
IJNDB-R	Use of Technology Resources in Instruction
JLF	Reporting Child Abuse/Child Protection
JLIF	Sex Offender Notification
JR	Student Records
DA	Fiscal Management Goals
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DBI	Budget Implementation
DBJ	Budget Reconciliation and Transfers
DD	Budget Funding Sources
DDA	Funding Sources Outside the School System
DEC	Funding from Federal Tax Sources (Impact Aid Program)
DFA	Revenues and Income
DFB	Revenues from School Owned Real Estate
DFD	Gift Receipts and Admissions
DFF	Income from School Sales and Services
DG	Banking Services and Authorized Signatures
DGA	Authorized Signatures
DGD	Credit Cards (Credit Cards and/Procurement Cards)
DI	Fiscal Accounting and Reporting
DIA	Accounting System
DIB	Revolving and Auxiliary Funds
DIC	Financial Reports and Statements
DICA	Budget Format
DID	Inventories
DIE	Audits/Financial Monitoring
DIE-R	Audits/Financial Auditing
DJ	Purchasing Ethics
DJE	Bidding/Purchasing Procedures
DJG	Vendor Contractor and Sales Calls Requirements
DJG-R	Vendor Contractor and Sales Calls Requirements
DJGA	Sales Calls and Demonstrations
DJGA-R	Sales Calls and Demonstrations
DK	Payment and Payroll Procedures
DKA	Payroll Procedures/Schedules
DKA-E	Payroll Procedures/Schedules
DN	School Properties Disposition

Dr. Robert shared that the list of policies are mainly due to statutory changes adding that item BAA-EB could be pulled if the Board would like to use a different self evaluation tool. Noting the designation of March 30 for the superintendent evaluation, he said his evaluation is normally done in June and noted other items on the summary sheet the Board may want to consider.

Mrs. Greenberg motioned to approve for first review as listed on the summary sheet. Mrs. Ford seconded. Motion carried 5-0.

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

#### **Approval of IGA for Special Education Services Agreement**

Mrs. Greenberg requested clarification around student transition and a short discussion took place. Agreeing with points made by Mrs. Greenberg, Dr. Robert said that Ms. McCabe and Dr. Boyle can meet to discuss with counsel and bring back a revised agreement. Mrs. Greenberg expressed her support of having a robust program that will benefit the students and provides the district with an opportunity for growth.

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

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

#### **Board Development**

None.

#### **Reflections**

Mr. Thompson said he is glad members are able to meet and looks forward to getting back to in person meetings.

Mrs. Ford expressed her enthusiasm for the Reporter and loves the headline on A+ schools. She said she is looking forward to the start of school and sent well wishes to all.

Mr. Hermes also expressed that he looks forward to seeing everyone in person giving kudos to all getting ready for the start of school.

Mrs. Greenberg announced her resignation sharing that her family has decided to move out of state. She said she has enjoyed being on the Board and expressed appreciation for the Osborn community.

President Ramos expressed gratitude to all attending and the service of the members who attend meetings, read packets and show up for events.

Dr. Robert wished Mrs. Greenberg all the best and stated appreciation for the perspective she brought to the Board as an educator, community member and parent.

**Future**

**Mr. Thompson**

- Rundown of bond expenditures

Mr. Hermes motioned to move into Executive Session. Mrs. Greenberg seconded. Motion carried 5-0.

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

Members moved into Executive Session at 6:23 PM.

Members reconvened into the Regular Meeting at 8:27 PM.

**Adjournment**

Board President Mrs. Ramos declared the meeting adjourned at 8:28 PM.

Minutes submitted by:

\_\_\_\_\_  
Lisa Nye, Executive Assistant  
to the Superintendent and Governing Board

\_\_\_\_\_  
Board Clerk

The Osborn School District's Instructional Time Models Public Hearing began at 5:32 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 stated this is the second public hearing as required by statute related to instructional time models. The item is included on the agenda for vote later in the meeting.

There were no public comments.

The Hearing concluded at 5:33 pm.

Minutes submitted by:

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

\_\_\_\_\_  
Board Clerk

OSBORN SCHOOL DISTRICT NO. 8  
Governing Board Public Hearing  
July 15, 2025

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The Public Hearing of the Osborn School District Governing Board began at 5:30 pm.

**Present:**

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

**Discussion of revisions of the 2025-26 School District Expenditure Budget**

Ms. McCabe stated the purpose of the hearing is for the adoption of 25-26 budget and to spend insurance proceeds adding that there were no changes since the June meeting.

There were no questions.

**Adjournment**

Hearing adjourned at 5:31 pm.

Minutes submitted by:

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Lisa Nye, Executive Assistant  
to the Superintendent and Governing Board

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Board Clerk

**OSBORN SCHOOL DISTRICT NO. 8**

**August 19, 2025**

**Board Meeting**

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

**Agenda Item Number – V-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>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE HIRED</u>	<u>RATE OF PAY</u>
Allred, Tatiana	SLP	Student Serv	<u>7/21/2025</u>	<u>\$28.22</u>
Tenijeth, Mia	5th Grade Teacher	SOL	<u>7/21/2025</u>	<u>\$51,000.00</u>

**NEW EMPLOYEES: CLASSIFIED**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE HIRED</u>	<u>RATE OF PAY</u>
Carrillo de Medina, Maria	Educational Asst- Montessori	MCS	7/31/2025	\$20.80
Clemons, Marrlyn	Bus Attendant	MT	7/29/2025	\$15.26
Cruz, Alaina	Speech Pathology Assistant	SOL	7/29/2025	\$31.24
Curiel, Diana	Bus Attendant	MT	7/29/2025	\$15.26
Green, Gina	Crossing Guard	MT	7/30/2025	\$15.26
Irazoqui, Maryssol	Custodian	MT	7/29/2025	\$21.70
Martin, Marissa	Van Driver	MT	8/4/2025	\$18.46
Mazariegos, Yanira	Food II	CN	7/31/2025	\$15.41
Moctezuma, Abril	Bus Attendant	MT	7/29/2025	\$16.60
Vance, Latrice	C.N.A.	LNV	7/28/2025	\$23.82

ADDITIONAL ASSIGNMENTS					
NAME	POSITION	LOCATION	DATE	RATE OF PAY	
Aban Salgado, Ivonne	XD- Beginning of Year Training	CN	7/30/2025	\$20.26	
Amado, Nayra	XD- Beginning of Year Catering and Prep	CN	7/24/2025	\$32.88	
Armas Medina, Maria	XD- Beginning of Year Training & Prep	CN	7/29/2025	\$21.18	
Cabanillas, Yuleica	XD-Classroom Setup, Meet the Teacher, Curr Planning	ENC	7/28/2025	\$16.98	
Cabanillas, Yuleica	XD-Kinder Jumpstart	ENC	7/14/2025	\$16.98	
Campos, Sabrina	XD- Preschool Enrollment Support	T&L	7/21/2025	\$23.73	
Carranza, Maria	XD-Curr Dev & Planning PD	ENC	7/1/2025	\$22.85	
Carranza, Maria	XD-Classroom Setup, Meet the Teacher, Curr Planning	ENC	7/28/2025	\$22.85	
Carranza, Maria	XD-Curr Dev & Planning PD	ENC	6/30/2025	\$22.40	
Carranza, Maria	XD-Kinder Jumpstart	ENC	7/14/2025	\$22.85	
Carrasco, Maria	XD- Beginning of Year Training	CN	7/30/2025	\$18.67	
Castro, Maria	XD- Beginning of Year Training & Prep	CN	7/29/2025	\$21.70	
Dagnino Montoya, Maria	XD- Beginning of Year Catering & Prep	CN	7/24/2025	\$23.93	
Dayan, Giselle	XD-Curr Dev & Planning PD	SOL	6/30/2025	\$24.59	
Dayan, Giselle	XD-Curr Dev & Planning PD	SOL	7/1/2025	\$25.08	
Dayan, Giselle	XD-Classroom Setup, Meet the Teacher, Curr Planning	SOL	7/28/2025	\$25.08	
De Leon, Cintia	XD-RENTALS	MT	7/1/2025	\$18.76	
Diaz, Martha	XD-Beginning of Year Training & Prep	CN	7/29/2025	\$19.28	
Dominguez Zazueta, Maria	XD- Beginning of Year Training & Prep	CN	7/24/2025	\$29.16	
Dominguez, Maria	XD- Beginning of Year Training & Prep	CN	7/29/2025	\$21.41	
Escobedo, Maria	XD- Beginning of Year Training	CN	7/30/2025	\$19.45	
Fernandez Alvarado, Uzziel	XD-Beginning of Year Training & Prep	CN	7/29/2025	\$21.70	
Hernandez, Maria	XD- Beginning of Year Training & Prep	CN	7/29/2025	\$20.67	
Houston, Jennifer	XD- Beginning of Year Caterings and Prep	CN	7/24/2025	\$28.10	
Kelly, Tevin	XD-Boystown Curriculum Training	LNV	7/22/2025	\$26.59	
Lopez Castaneda, Yadira	XD- Beginning of Year Training & Prep	CN	7/29/2025	\$19.75	
Lopez, Samantha	XD-Kinder Jumpstart	ENC	7/14/2025	\$16.48	
Lyle, Sherri	XD-Classroom Setup, Meet the Teacher, Curr Planning	SOL	7/28/2025	\$21.23	
Machuca, Cecilia	XD- Beginning of Year Training & Prep	CN	7/29/2025	\$19.52	
Martinez, Alejandra	XD- Beginning of Year Training & Prep	CN	7/29/2025	\$20.80	
Marxer, Elaine	XD- Summer School Data Clerk	LNV	5/29/2025	\$30.34	
Michel de Garcia, Manuela	XD-RENTALS	MT	7/1/2025	\$24.41	
Molina, Elizabeth	XD- Beginning of Year Training	CN	7/30/2025	\$17.29	
Morris, Annette	XD-Classroom Setup, Meet the Teacher, Curr Planning	LNV	7/28/2025	\$22.43	
Nash, Lanaya	XD-Boystown Curriculum Training	LNV	7/22/2025	\$26.59	
Ochoa Blanco, Veronica	XD-Curriculum and Class Prep	ENC	7/21/2025	\$26.48	
Perez, Andres	XD-Boystown Curriculum Training	LNV	7/22/2025	\$23.93	
Pinedo, Maria	XD- Beginnign of Year Training & Prep	CN	7/29/2025	\$23.15	
Rael, Josque	XD-RENTALS	MT	7/1/2025	\$22	
Rael, Josque	XD- Custodial Breaks	MT	7/1/2025	\$22	
Rael, Lenda	XD- Training on Licensing Compliance	MCS	7/30/2025	\$21.23	
Rios, Rosa	XD-Beginning of Year	CN	7/30/2025	\$20.89	
Rocha, Aurelia	XD-Beginning of Year Training & Prep	CN	7/29/2025	\$22.53	
Rodriguez, Luis	XD-RENTALS	MT	7/1/2025	\$17.07	
Rodriguez, Luis	XD- Custodial Breaks	MT	7/1/2025	\$17.07	
Rodriguez, Norma	XD- Beginning of Year Training	CN	7/30/2025	\$16.35	
Rosales, Marisol	XD- Beginning of Year Training & Prep	CN	7/29/2025	\$25.06	
Taylor, Yves	XD-Boystown Curriculum Training	LNV	7/22/2025	\$23.73	
Teran, Irma	XD- Beginning of Year Training & Prep	CN	7/29/2025	\$22.53	
Tuttle, Maurice	XD- IRRIGATION	MT	7/1/2025	\$20.32	
Winters Gumunden, Mary Jo	XD- Classroom Setup, Meet the Teacher, Curr Planning	SOL	7/28/2025	\$19.48	

CHANGE OF ASSIGNMENT						
<u>NAME</u>	<u>FROM POSITION</u>	<u>TO POSITION</u>	<u>LOCATION</u>	<u>DATE</u>	<u>RATE OF PAY</u>	
Fernandez, Kimberly	Principal	Principal	ENC	7/1/2025	\$101,931.00	
Hernandez, Mayra	Teacher	Teacher	CLA	7/28/2025	\$150/day	
O'Rourke, Stacey	Montessori Teacher (Lower Elementary)	Montessori Teacher (Upper Elem)	MCS	7/21/2025	\$51,000.00	
Salgado, Romina	21st Century District Coordinator .40	21st Century District Coordinator .75	District	8/1/2025	\$30.14	
Singh, Jill	TOSA	Montessori Teacher (Lower Elem)	MCS	7/28/2025	\$81,917.00	
Smith, Dashaminique	PBIS Assistant	PBIS Assistant	OMS	7/31/2025	\$21.72	
Sotomayor, Stefaney	Federal Programs Specialist	Principal	MCS	8/4/2025	\$100,897.32	
Stevens, Amber	Native American Specialist .9	Native American Specialist 1.0	Varies	7/28/2025	\$75,220.00	
Tarazona Rodriguez, Neriberth	Kinder Dual Language Teacher	Kinder Dual Language Teacher	ENC	7/21/2025	\$150/day	

NEW YEAR CLASSIFIED ASSIGNMENTS					
<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE</u>	<u>RATE OF PAY</u>	

NEW YEAR SUBSTITUTES ASSIGNMENTS					
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RESIGNATIONS			
<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE</u>
Aguilar, Maria	Bus Driver	MT	5/22/2025
Bailon Coca, Francisco	Montessori Teacher	MCS	5/23/2025
Dear, Shanola	Bus Attendant	MT	6/27/2025
Fernandez, Uzziel	Baker/Cook	CN	8/4/2025
Franco, Alexa	Bus Attendant	MT	6/27/2025
Garcia, Jose	Custodian	MT	5/22/2025
Han, Robert	Bus Driver	MT	6/27/2025
Luevanos, Cassandra	Crossing Guard	MT	6/27/2025
Madder, Sarah	SLPA	Student Serv	5/22/2025
Ramirez Olvera, Amada	Food II	CN	7/31/2025
Robbins, Marshall	Crossing Guard	MT	6/27/2025
Sotelo, Teresa	Van Driver	MT	5/22/2025

TERMINATIONS			
<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE</u>

RETIREMENTS			
<u>NAME</u>	<u>REASON</u>	<u>LOCATION</u>	<u>DATE</u>

LEAVE OF ABSENCES:			
<u>NAME</u>	<u>REASON</u>	<u>LOCATION</u>	<u>DATE</u>

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

**PRE-APPROVAL ADDENDUM TO CONTRACT**

<u>NAME</u>	<u>PROGRAM</u>	<u>AMOUNT</u>
Aken, Ann	Dual Language-Spanish 7/31/25-5/22/26	\$2,500.00
Banchs, Denise	Summer Medicaid Coord 7/1-7/25/25	\$4,930.64
Barnett, Linda	Summer Planning 7/21/25	\$160.00
Barnett, Linda	Mentor Teacher 7/28/25-5/22/26	\$1,500.00
Bejarano, Vanessa	Dual Language Spanish 7/31/25-5/22/26	\$2,500.00
Blanton, Jordan	Conscious Discipline PD Leader 8/4-10/3/25	\$150.00
Bucklew, Joan	Master Teacher 7/31/25-5/22/26	\$5,000.00
Butier, Lindsay	Curr Training/Planning 7/14-9/30/25	\$500.00
Callisen, Kirsten	Curr Training/Planning 7/14-9/30/25	\$500.00
Callisen, Kirsten	Curriculum Planning/Data Analysis 7/23/25	\$200.00
Catalon- Songer, Kendall	Student Services Training 7/22-7/25/25	\$750.00
Cecena, Araceli	Curr Training/Planning 7/14-9/30/25	\$500.00
Cecena, Araceli	Master Teacher 7/31/25-5/22/26	\$5,000.00
Centeno Trujillo, Miguel	Dual Language Spanish 7/31/25-5/22/26	\$2,500.00
Chevalier, Cecilia	Curr Training/Planning 7/14-9/30/25	\$500.00
Colledge, Abbey	Dual Language English Teacher 7/31/25-5/22/26	\$1,500.00
Corrales-Villanueva, Loreнна	Curr Training/Planning 7/14-9/30/25	\$500.00
Corrales, Loreнна	Dual Language-English & Spanish 7/31/25-5/22/26	\$2,500.00
Elias Ulloa, Rosaisela	Dual Language English & Spanish 7/31/25-5/22/26	\$2,500.00
Ellison, Brianne	Student Services Training 7/22-7/25/25	\$750.00
Etsitty, Alyscia	Curr Training/Planning 7/14-9/30/25	\$500.00
Formanek, John	Curr Training/Planning 7/14-9/30/25	\$500.00
Formanek, John	Curriculum Planning/Data Analysis 7/23/25	\$200.00
Garcia, Maria	Curr Training/Planning 7/14-9/30/25	\$500.00
Garcia, Maria	Master Teacher 7/31/25-5/22/26	\$5,000.00
Goetter, Ashley	Curr Training/Planning 7/14-9/30/25	\$500.00
Goetter, Ashley	Summer Planning 7/21/25	\$160.00
Goetter, Ashley	Mentor Teacher 7/28/25-5/22/26	\$3,000.00
Goetter, Ashley	Dual Language English 7/31/25-5/22/26	\$1,500.00
Gonzalez Tena, Stephanie	Dual Language-Spanish 7/31/25-5/22/26	\$2,500.00
Gonzalez, Stephanie	Curr Training/Planning 7/14-9/30/25	\$500.00
Green, Maria	Curr Training/Planning 7/14-9/30/25	\$500.00
Green, Maria	Dual Language English & Spanish 7/31/25-5/22/26	\$2,500.00
Guillen, Adriana	Dual Language Spanish 7/31/25-5/22/26	\$2,500.00
Hasenstab, Stephanie	Curriculum Planning/Data Analysis 7/23/25	\$200.00
Haynes, Kylie	Curriculum Planning/Data Analysis 7/23/25	\$200.00
Hernandez, Mayra	Curr Training/Planning 7/14-9/30/25	\$500.00
Hernandez, Mayra	Dual Language- English & Spanish 7/31/25-5/22/26	\$2,500.00
Hess, James	Curr Training/Planning 7/14-9/30/25	\$500.00
Hunt, Lisa	Curr Training/Planning 7/14-9/30/25	\$500.00
Hunt, Lisa	Master Teacher 7/31/25-5/22/26	\$5,000.00

Hurtado-Diaz, Nidia	Dual Language English & Spanish 7/31/25-5/22/26	\$2,500.00
Kahl, Kayce	Dual Language English Teacher 7/31/25-5/22/26	\$1,500.00
Kesterson-Walker, Kelly	Curr Training/Planning 7/14-9/30/25	\$500.00
Knudsen, Deborah	Curr Training/Planning 7/14-9/30/25	\$500.00
Lizarraga,Mackenzie	Summer Planning 7/21/25	\$160.00
Lizarraga,Mackenzie	Mentor Teacher 7/28/25-5/22/26	\$3,000.00
Lizarraga,Mackenzie	Conscious Discipline PD Leader 8/4-10/3/25	\$150.00
Lizarraga,Mackenzie	Dual Language English & Spanish 7/31/25-5/22/26	\$2,500.00
Maynard, Clare	Curr Training/Planning 7/14-9/30/25	\$500.00
Maynard, Clare	Master Teacher 7/31/25-5/22/26	\$5,000.00
Merrill, Amanda	Curr Training/Planning 7/14-9/30/25	\$500.00
Merrill, Amanda	Master Teacher 7/31/25-5/22/26	\$5,000.00
Murray, Jennifer	Early Kinder Testing/Jumpstart 7/14-7/18/25	\$600.00
Murray, Nikki	Dual Language English 7/31/25-5/22/26	\$1,500.00
Parker, Naomi	Conscious Discipline PD Leader 8/4-10/3/25	\$150.00
Pavlisick, Kimberly	Summer Planning 7/21/25	\$160.00
Pavlisick, Kimberly	Mentor Teacher 7/28/25-5/22/26	\$3,000.00
Pavlisick, Kimberly	Dual Language English 7/31/25-5/22/26	\$1,500.00
Paylisick, Kimberly	Curr Training/Planning 7/14-9/30/25	\$500.00
Pendall-Castro, Emily	Curr Training/Planning 7/14-9/30/25	\$500.00
Perez, Katarina	Curriculum Planning/Data Analysis 7/23/25	\$200.00
Ramirez, Rocio	Dual Language English & Spanish 7/31/25-5/22/26	\$2,500.00
Renning, Amanda	Curr Training/Planning 7/14-9/30/25	\$500.00
Renning, Amanda	Curriculum Planning/Data Analysis 7/23/25	\$200.00
Sanchez-Hernandez, Nayely	Curr Training/Planning 7/14-9/30/25	\$500.00
Sanchez-Hernandez, Nayely	Summer Planning 7/21/25	\$160.00
Sanchez-Hernandez, Nayely	Dual Language English & Spanish 7/31/25-5/22/26	\$2,500.00
Sarmiento, Erika	Dual Language English & Spanish 7/31/25-5/22/26	\$2,500.00
Serrano, Samuel	Dual Language Spanish 7/31/25-5/22/26	\$2,500.00
Shillito, Alexandra	Curriculum Planning/Data Analysis 7/23/25	\$200.00
Shrey, Kaitlyn	Curriculum Planning/Data Analysis 7/23/25	\$200.00
Sikkema, Kelsey	Dual Language English 7/31/25-5/22/26	\$1,500.00
Silva, Yehudy	Dual Language English & Spanish 7/31/25-5/22/26	\$2,500.00
Singh, Jill	Master Teacher 7/31/25-5/22/26	\$5,000.00
Stubbs, Juanita	Dual Language Spanish 7/31/25-5/22/26	\$2,500.00
Terriciano, Molly	Dual Language- English 7/31/25-5/22/26	\$1,500.00
Torazona, Neriberth	Dual Language Spanish 7/31/25-5/22/26	\$2,500.00
Valencia, Luis	Summer Planning 7/21/25	\$320.00
Valencia, Luis	TAP Advisor 7/28/25-5/22/26	\$1,500.00
Valles, Guillermina	Curriculum Planning/Data Analysis 7/23/25	\$200.00
Vargas, Luis	Dual Language English & Spanish 7/31/25-5/22/26	\$2,500.00
Whaley, Scott	Dual Language English 7/31/25-5/22/26	\$1,500.00
Wharton, Patricia	Curr Training/Planning 7/14-9/30/25	\$500.00

Wilhelmy, Danielle	Curr Training/Planning 7/14-9/30/25	\$500.00
Wilhelmy, Danielle	Summer Planning 7/21/25	\$160.00
Wilhelmy, Danielle	Mentor Teacher 7/28/25-5/22/26	\$3,000.00
Wilhelmy, Danielle	Dual Language English 7/31/25-5/22/26	\$1,500.00
Witherspoon, Brandon	Data Analysis/Intervention Planning 6/3-6/27/25	\$1,560.00

**OSBORN SCHOOL DISTRICT NO. 8**

**August 19, 2025**

**Board Meeting**

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

**Agenda Item Number – V-E**

**Agenda Item**

**Donations**

For Board: ☒ Action ☐ Discussion ☐ Information

**Background –**

Donor	Donation	Location	Estimated Value

**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 19, 2025

Board Meeting

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

Agenda Item Number – V-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 Exp & Revenue Report

Fiscal Year: 2024-2025

☐ Subtotal by Collapse Mask

☐ Include pre encumbrance

☐ Print accounts with zero balance

☐ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

From Date: 7/1/2025

To Date: 7/31/2025

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	(\$108.00)	(\$11,481,219.09)	\$11,481,219.09	\$0.00	\$11,481,219.09	0.00%
001.000.0000.2000.000.000.0000	Undesignated	\$0.00	(\$108.84)	\$28,286.83	(\$28,286.83)	\$0.00	(\$28,286.83)	0.00%
001.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	(\$366,688.93)	(\$10,212,793.34)	\$10,212,793.34	\$0.00	\$10,212,793.34	0.00%
001.000.0000.6000.000.000.0000	DO NOT USE	\$24,243,760.00	\$578,482.30	\$21,120,605.77	\$3,123,154.23	\$685,705.80	\$2,437,448.43	10.05%
	FUND: MAINTENANCE AND OPERATION - 001	\$24,243,760.00	\$211,576.53	(\$545,119.83)	\$24,788,879.83	\$685,705.80	\$24,103,174.03	99.42%
010.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$2,000,524.73)	\$2,000,524.73	\$0.00	\$2,000,524.73	0.00%
	FUND: CLASSROOM SITE FUND - 010	\$0.00	\$0.00	(\$2,000,524.73)	\$2,000,524.73	\$0.00	\$2,000,524.73	0.00%
011.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$108,465.87)	\$108,465.87	\$0.00	\$108,465.87	0.00%
011.000.0000.6000.000.000.0000	DO NOT USE	\$2,739,037.00	\$0.00	\$1,807,320.20	\$931,716.80	\$0.00	\$931,716.80	34.02%
	FUND: P301 BASE PAY - 011	\$2,739,037.00	\$0.00	\$1,698,854.33	\$1,040,182.67	\$0.00	\$1,040,182.67	37.98%
012.000.0000.6000.000.000.0000	DO NOT USE	\$2,263,684.00	\$87,326.56	\$90,838.33	\$2,172,845.67	\$0.00	\$2,172,845.67	95.99%
	FUND: P301 PERFORMANCE PAY - 012	\$2,263,684.00	\$87,326.56	\$90,838.33	\$2,172,845.67	\$0.00	\$2,172,845.67	95.99%
020.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$5,563.15)	\$5,563.15	\$0.00	\$5,563.15	0.00%
020.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	(\$79,606.09)	(\$167,010.46)	\$167,010.46	\$0.00	\$167,010.46	0.00%
020.000.0000.6000.000.000.0000	DO NOT USE	\$170,000.00	\$0.00	\$68,545.38	\$101,454.62	\$0.00	\$101,454.62	59.68%
	FUND: INSTRUCTIONAL IMPROVEMENT FUND - 020	\$170,000.00	(\$79,606.09)	(\$104,028.23)	\$274,028.23	\$0.00	\$274,028.23	161.19%
071.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$18,948.76)	\$18,948.76	\$0.00	\$18,948.76	0.00%
071.000.0000.6000.000.000.0000	DO NOT USE	\$54,377.31	\$0.00	\$18,948.76	\$35,428.55	\$0.00	\$35,428.55	65.15%
	FUND: STRUCTURED ENGLISH IMMERSION - 071	\$54,377.31	\$0.00	\$0.00	\$54,377.31	\$0.00	\$54,377.31	100.00%
100.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$325,240.94)	\$325,240.94	\$0.00	\$325,240.94	0.00%
100.000.0000.6000.000.000.0000	DO NOT USE	\$1,153,863.70	\$0.00	\$21.95	\$1,153,841.75	\$0.00	\$1,153,841.75	100.00%
	FUND: TITLE I - 100	\$1,153,863.70	\$0.00	(\$325,218.99)	\$1,479,082.69	\$0.00	\$1,479,082.69	128.19%
101.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$666,357.55)	\$666,357.55	\$0.00	\$666,357.55	0.00%
101.000.0000.6000.000.000.0000	DO NOT USE	\$1,703,273.54	\$64,496.89	\$1,228,867.82	\$474,405.72	\$26,559.10	\$447,846.62	26.29%
	FUND: TITLE I - 101	\$1,703,273.54	\$64,496.89	\$562,510.27	\$1,140,763.27	\$26,559.10	\$1,114,204.17	65.42%
110.000.0000.6000.000.000.0000	DO NOT USE	\$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	(\$6,010.37)	\$6,010.37	\$0.00	\$6,010.37	0.00%
115.000.0000.6000.000.000.0000	DO NOT USE	\$40,000.00	\$2,397.00	\$11,394.79	\$28,605.21	\$10,035.00	\$18,570.21	46.43%
	FUND: TITLE I TARGETED SUPPORT & IMPROVEMENT - 115	\$40,000.00	\$2,397.00	\$5,384.42	\$34,615.58	\$10,035.00	\$24,580.58	61.45%
116.000.0000.6000.000.000.0000	DO NOT USE	\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00	100.00%
	FUND: TITLE I TARGETED SUPPORT & IMPROVEMENT - 116	\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00	100.00%
140.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$119,194.62)	\$119,194.62	\$0.00	\$119,194.62	0.00%
140.000.0000.6000.000.000.0000	DO NOT USE	\$143,776.29	\$0.00	\$5,778.13	\$137,998.16	\$0.00	\$137,998.16	95.98%
	FUND: TITLE IIA - IMPROVING TEACHER QUALITY - 140	\$143,776.29	\$0.00	(\$113,416.49)	\$257,192.78	\$0.00	\$257,192.78	178.88%
141.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$73,769.48)	\$73,769.48	\$0.00	\$73,769.48	0.00%
141.000.0000.6000.000.000.0000	DO NOT USE	\$247,975.36	\$912.32	\$149,527.37	\$98,447.99	\$33,534.00	\$64,913.99	26.18%
	FUND: TITLE IIA - IMPROVING TEACHER QUALITY - 141	\$247,975.36	\$912.32	\$75,757.89	\$172,217.47	\$33,534.00	\$138,683.47	55.93%
160.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$65,085.88)	\$65,085.88	\$0.00	\$65,085.88	0.00%

# Osborn School District

## Board Exp & Revenue Report

Fiscal Year: 2024-2025

☐ Subtotal by Collapse Mask

☐ Include pre encumbrance

☐ Print accounts with zero balance

☐ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

From Date: 7/1/2025

To Date: 7/31/2025

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
160.000.0000.6000.000.000.0000	DO NOT USE	\$95,886.60	\$0.00	\$1,203.09	\$94,683.51	\$0.00	\$94,683.51	98.75%
	FUND: TITLE IV - SAFE & DRUG FREE BASIC - 160	\$95,886.60	\$0.00	(\$63,882.79)	\$159,769.39	\$0.00	\$159,769.39	166.62%
161.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$16,676.49)	\$16,676.49	\$0.00	\$16,676.49	0.00%
161.000.0000.6000.000.000.0000	DO NOT USE	\$169,731.00	\$3,084.06	\$66,635.03	\$103,095.97	\$8,930.50	\$94,165.47	55.48%
	FUND: TITLE IV - SAFE & DRUG FREE BASIC - 161	\$169,731.00	\$3,084.06	\$49,958.54	\$119,772.46	\$8,930.50	\$110,841.96	65.30%
162.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$215,396.14)	\$215,396.14	\$0.00	\$215,396.14	0.00%
162.000.0000.6000.000.000.0000	DO NOT USE	\$240,000.00	\$32,060.20	\$214,695.04	\$25,304.96	\$2,013.04	\$23,291.92	9.70%
	FUND: 21ST CENTURY (ENC, SOL) - 162	\$240,000.00	\$32,060.20	(\$701.10)	\$240,701.10	\$2,013.04	\$238,688.06	99.45%
163.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$335,286.61)	\$335,286.61	\$0.00	\$335,286.61	0.00%
163.000.0000.6000.000.000.0000	DO NOT USE	\$330,000.00	\$32,394.00	\$247,670.45	\$82,329.55	\$0.00	\$82,329.55	24.95%
	FUND: 21ST CENTURY (CL, LV, OMS) - 163	\$330,000.00	\$32,394.00	(\$87,616.16)	\$417,616.16	\$0.00	\$417,616.16	126.55%
190.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$53,863.75)	\$53,863.75	\$0.00	\$53,863.75	0.00%
190.000.0000.6000.000.000.0000	DO NOT USE	\$70,747.77	\$0.00	\$0.00	\$70,747.77	\$0.00	\$70,747.77	100.00%
	FUND: TITLE III - 190	\$70,747.77	\$0.00	(\$53,863.75)	\$124,611.52	\$0.00	\$124,611.52	176.13%
191.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$31,311.07)	\$31,311.07	\$0.00	\$31,311.07	0.00%
191.000.0000.6000.000.000.0000	DO NOT USE	\$110,951.69	\$6,902.84	\$58,408.57	\$52,543.12	\$1,213.46	\$51,329.66	46.26%
	FUND: TITLE III - 191	\$110,951.69	\$6,902.84	\$27,097.50	\$83,854.19	\$1,213.46	\$82,640.73	74.48%
200.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$31,938.66)	\$31,938.66	\$0.00	\$31,938.66	0.00%
200.000.0000.6000.000.000.0000	DO NOT USE	\$35,595.00	\$0.00	\$47,252.54	(\$11,657.54)	\$0.00	(\$11,657.54)	-32.75%
	FUND: TITLE VII - INDIAN ED - 200	\$35,595.00	\$0.00	\$15,313.88	\$20,281.12	\$0.00	\$20,281.12	56.98%
220.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$342,837.41)	\$342,837.41	\$0.00	\$342,837.41	0.00%
220.000.0000.6000.000.000.0000	DO NOT USE	\$1,130,009.75	\$0.00	\$628.54	\$1,129,381.21	\$0.00	\$1,129,381.21	99.94%
	FUND: IDEA - BASIC - 220	\$1,130,009.75	\$0.00	(\$342,208.87)	\$1,472,218.62	\$0.00	\$1,472,218.62	130.28%
221.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$448,532.53)	\$448,532.53	\$0.00	\$448,532.53	0.00%
221.000.0000.6000.000.000.0000	DO NOT USE	\$878,104.07	\$6,598.88	\$710,483.62	\$167,620.45	\$18,451.09	\$149,169.36	16.99%
	FUND: IDEA BASIC - 221	\$878,104.07	\$6,598.88	\$261,951.09	\$616,152.98	\$18,451.09	\$597,701.89	68.07%
222.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$9,729.70)	\$9,729.70	\$0.00	\$9,729.70	0.00%
222.000.0000.6000.000.000.0000	DO NOT USE	\$29,517.50	\$0.00	\$0.00	\$29,517.50	\$0.00	\$29,517.50	100.00%
	FUND: IDEA - PRESCHOOL GRANT - 222	\$29,517.50	\$0.00	(\$9,729.70)	\$39,247.20	\$0.00	\$39,247.20	132.96%
223.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$14,368.69)	\$14,368.69	\$0.00	\$14,368.69	0.00%
223.000.0000.6000.000.000.0000	DO NOT USE	\$27,795.87	\$0.00	\$27,950.76	(\$154.89)	\$0.00	(\$154.89)	-0.56%
	FUND: IDEA EDISA - 2 Training - 223	\$27,795.87	\$0.00	\$13,582.07	\$14,213.80	\$0.00	\$14,213.80	51.14%
226.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$47,104.75)	\$47,104.75	\$0.00	\$47,104.75	0.00%
	FUND: ESS- High Cost Claims - 226	\$0.00	\$0.00	(\$47,104.75)	\$47,104.75	\$0.00	\$47,104.75	0.00%
227.000.0000.6000.000.000.0000	DO NOT USE	\$11,872.68	\$0.00	\$0.00	\$11,872.68	\$0.00	\$11,872.68	100.00%
	FUND: ARP- IDEA PRESCHOOL - 227	\$11,872.68	\$0.00	\$0.00	\$11,872.68	\$0.00	\$11,872.68	100.00%
228.000.0000.6000.000.000.0000	DO NOT USE	\$110,067.72	\$0.00	\$0.00	\$110,067.72	\$0.00	\$110,067.72	100.00%
	FUND: ARP- IDEA BASIC - 228	\$110,067.72	\$0.00	\$0.00	\$110,067.72	\$0.00	\$110,067.72	100.00%

# Osborn School District

## Board Exp & Revenue Report

Fiscal Year: 2024-2025

☐ Subtotal by Collapse Mask

☐ Include pre encumbrance

☐ Print accounts with zero balance

☐ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

From Date: 7/1/2025

To Date: 7/31/2025

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
230.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$10,245.67)	\$10,245.67	\$0.00	\$10,245.67	0.00%
230.000.0000.6000.000.000.0000	DO NOT USE	\$37,173.47	\$0.00	(\$653.00)	\$37,826.47	\$0.00	\$37,826.47	101.76%
	FUND: JOHNSON-O'MALLEY - 230	\$37,173.47	\$0.00	(\$10,898.67)	\$48,072.14	\$0.00	\$48,072.14	129.32%
231.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$22,184.28)	\$22,184.28	\$0.00	\$22,184.28	0.00%
231.000.0000.6000.000.000.0000	DO NOT USE	\$28,238.78	\$0.00	\$50,384.03	(\$22,145.25)	\$0.00	(\$22,145.25)	-78.42%
	FUND: JOHNSON-O'MALLEY - 231	\$28,238.78	\$0.00	\$28,199.75	\$39.03	\$0.00	\$39.03	0.14%
280.000.0000.6000.000.000.0000	DO NOT USE	\$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%
281.000.0000.6000.000.000.0000	DO NOT USE	\$31,676.78	\$0.00	\$0.00	\$31,676.78	\$0.00	\$31,676.78	100.00%
	FUND: EDUCATION FOR HOMELESS CHILDREN - 281	\$31,676.78	\$0.00	\$0.00	\$31,676.78	\$0.00	\$31,676.78	100.00%
283.000.0000.6000.000.000.0000	DO NOT USE	\$60,261.77	\$0.00	\$0.00	\$60,261.77	\$0.00	\$60,261.77	100.00%
	FUND: ARRA - EDUCATION FOR HOMELESS CHILDREN - 283	\$60,261.77	\$0.00	\$0.00	\$60,261.77	\$0.00	\$60,261.77	100.00%
284.000.0000.6000.000.000.0000	DO NOT USE	\$41,072.80	\$0.00	\$0.00	\$41,072.80	\$0.00	\$41,072.80	100.00%
	FUND: ARP - HOMELESS I - 284	\$41,072.80	\$0.00	\$0.00	\$41,072.80	\$0.00	\$41,072.80	100.00%
290.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	\$36,075.84	(\$36,075.84)	\$0.00	(\$36,075.84)	0.00%
290.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	(\$11,411.80)	(\$317,191.38)	\$317,191.38	\$0.00	\$317,191.38	0.00%
290.000.0000.6000.000.000.0000	DO NOT USE	\$0.00	\$2,179.77	\$279,917.91	(\$279,917.91)	\$3,442.06	(\$283,359.97)	0.00%
	FUND: MEDICAID REIMB - 290	\$0.00	(\$9,232.03)	(\$1,197.63)	\$1,197.63	\$3,442.06	(\$2,244.43)	0.00%
308.000.0000.6000.000.000.0000	DO NOT USE	\$0.00	\$0.00	\$299,304.18	(\$299,304.18)	\$1,184,983.76	(\$1,484,287.94)	0.00%
	FUND: EPA CLEAN BUSES GRANT - 308	\$0.00	\$0.00	\$299,304.18	(\$299,304.18)	\$1,184,983.76	(\$1,484,287.94)	0.00%
310.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$8,302.96)	\$8,302.96	\$0.00	\$8,302.96	0.00%
310.000.0000.6000.000.000.0000	DO NOT USE	\$10,190.00	\$1,223.64	\$9,526.60	\$663.40	\$0.00	\$663.40	6.51%
	FUND: AZ NURSES WORKFORCE GRANT - 310	\$10,190.00	\$1,223.64	\$1,223.64	\$8,966.36	\$0.00	\$8,966.36	87.99%
320.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$512.34)	\$512.34	\$0.00	\$512.34	0.00%
320.000.0000.6000.000.000.0000	DO NOT USE	\$708,000.00	\$0.00	\$512.34	\$707,487.66	\$0.00	\$707,487.66	99.93%
	FUND: PRESCHOOL DEVELOPMENT GRANT - 320	\$708,000.00	\$0.00	\$0.00	\$708,000.00	\$0.00	\$708,000.00	100.00%
321.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$950.00)	\$950.00	\$0.00	\$950.00	0.00%
321.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$782,496.61)	\$782,496.61	\$0.00	\$782,496.61	0.00%
321.000.0000.6000.000.000.0000	DO NOT USE	\$0.00	\$0.00	\$809,990.86	(\$809,990.86)	\$0.00	(\$809,990.86)	0.00%
	FUND: AZ PRIME grant - 321	\$0.00	\$0.00	\$26,544.25	(\$26,544.25)	\$0.00	(\$26,544.25)	0.00%
322.000.0000.6000.000.000.0000	DO NOT USE	\$276,000.00	\$0.00	\$282.11	\$275,717.89	\$0.00	\$275,717.89	99.90%
	FUND: PRESCHOOL DEV - START-UP - 322	\$276,000.00	\$0.00	\$282.11	\$275,717.89	\$0.00	\$275,717.89	99.90%
323.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$228,797.82)	\$228,797.82	\$0.00	\$228,797.82	0.00%
323.000.0000.6000.000.000.0000	DO NOT USE	\$0.00	\$9,045.82	\$305,306.27	(\$305,306.27)	\$87.94	(\$305,394.21)	0.00%
	FUND: PDG- CONTINUATION GRANT - 323	\$0.00	\$9,045.82	\$76,508.45	(\$76,508.45)	\$87.94	(\$76,596.39)	0.00%
326.000.0000.6000.000.000.0000	DO NOT USE	\$102,163.82	\$0.00	\$0.00	\$102,163.82	\$0.00	\$102,163.82	100.00%
	FUND: ESSER CARES - 326	\$102,163.82	\$0.00	\$0.00	\$102,163.82	\$0.00	\$102,163.82	100.00%
333.000.0000.6000.000.000.0000	DO NOT USE	\$0.00	\$0.00	\$160,030.06	(\$160,030.06)	\$4.49	(\$160,034.55)	0.00%

# Osborn School District

## Board Exp & Revenue Report

Fiscal Year: 2024-2025

☐ Subtotal by Collapse Mask

☐ Include pre encumbrance

☐ Print accounts with zero balance

☐ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

From Date: 7/1/2025

To Date: 7/31/2025

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
	FUND: HQEL - 333	\$0.00	\$0.00	\$160,030.06	(\$160,030.06)	\$4.49	(\$160,034.55)	0.00%
336.000.0000.6000.000.000.0000	DO NOT USE	\$4,751,065.08	\$0.00	\$0.00	\$4,751,065.08	\$0.00	\$4,751,065.08	100.00%
	FUND: ESSER / CARES ROUND II - 336	\$4,751,065.08	\$0.00	\$0.00	\$4,751,065.08	\$0.00	\$4,751,065.08	100.00%
337.000.0000.6000.000.000.0000	DO NOT USE	\$54,291.14	\$0.00	\$0.00	\$54,291.14	\$0.00	\$54,291.14	100.00%
	FUND: ACCELERATION ACADEMIES GRANT - 337	\$54,291.14	\$0.00	\$0.00	\$54,291.14	\$0.00	\$54,291.14	100.00%
346.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$1,999,753.58)	\$1,999,753.58	\$0.00	\$1,999,753.58	0.00%
346.000.0000.6000.000.000.0000	DO NOT USE	\$0.00	\$0.00	\$658,834.50	(\$658,834.50)	\$0.00	(\$658,834.50)	0.00%
	FUND: ESSER ROUND III - 346	\$0.00	\$0.00	(\$1,340,919.08)	\$1,340,919.08	\$0.00	\$1,340,919.08	0.00%
364.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$557,307.98)	\$557,307.98	\$0.00	\$557,307.98	0.00%
364.000.0000.6000.000.000.0000	DO NOT USE	\$0.00	\$0.00	\$560,321.23	(\$560,321.23)	\$29,635.56	(\$589,956.79)	0.00%
	FUND: FED ED INNOVATION RESEARCH GRANT - 364	\$0.00	\$0.00	\$3,013.25	(\$3,013.25)	\$29,635.56	(\$32,648.81)	0.00%
383.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$30,058.38)	\$30,058.38	\$0.00	\$30,058.38	0.00%
383.000.0000.6000.000.000.0000	DO NOT USE	\$74,142.66	\$0.00	\$4,130.69	\$70,011.97	\$0.00	\$70,011.97	94.43%
	FUND: ARP - HOMELESS II ENTITLEMENT GRANT (FOR FUND 283) - 383	\$74,142.66	\$0.00	(\$25,927.69)	\$100,070.35	\$0.00	\$100,070.35	134.97%
384.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$299.88)	\$299.88	\$0.00	\$299.88	0.00%
384.000.0000.6000.000.000.0000	DO NOT USE	\$41,072.80	\$0.00	\$0.00	\$41,072.80	\$0.00	\$41,072.80	100.00%
	FUND: ARP - HOMELESS I GRANT (FORMELY FUND 284) - 384	\$41,072.80	\$0.00	(\$299.88)	\$41,372.68	\$0.00	\$41,372.68	100.73%
387.000.0000.6000.000.000.0000	DO NOT USE	\$17,244.00	\$0.00	\$0.00	\$17,244.00	\$0.00	\$17,244.00	100.00%
	FUND: Dyslexia Grant - 387	\$17,244.00	\$0.00	\$0.00	\$17,244.00	\$0.00	\$17,244.00	100.00%
450.000.0000.6000.000.000.0000	DO NOT USE	\$2,064.28	\$0.00	\$0.00	\$2,064.28	\$0.00	\$2,064.28	100.00%
	FUND: GIFTED - 450	\$2,064.28	\$0.00	\$0.00	\$2,064.28	\$0.00	\$2,064.28	100.00%
457.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$5,533.44)	\$5,533.44	\$0.00	\$5,533.44	0.00%
457.000.0000.6000.000.000.0000	DO NOT USE	\$0.00	\$0.00	\$199,744.84	(\$199,744.84)	\$0.00	(\$199,744.84)	0.00%
	FUND: RESULTS BASED FUNDING - 457	\$0.00	\$0.00	\$194,211.40	(\$194,211.40)	\$0.00	(\$194,211.40)	0.00%
465.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$9,058.90)	\$9,058.90	\$0.00	\$9,058.90	0.00%
465.000.0000.6000.000.000.0000	DO NOT USE	\$0.00	\$0.00	\$240,911.25	(\$240,911.25)	\$0.00	(\$240,911.25)	0.00%
	FUND: AZ TRANSPORTATION MODERNIZATION GRANT - 465	\$0.00	\$0.00	\$231,852.35	(\$231,852.35)	\$0.00	(\$231,852.35)	0.00%
472.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$8,900.15)	\$8,900.15	\$0.00	\$8,900.15	0.00%
472.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$75,735.91)	\$75,735.91	\$0.00	\$75,735.91	0.00%
472.000.0000.6000.000.000.0000	DO NOT USE	\$0.00	\$0.00	\$201,804.31	(\$201,804.31)	\$0.00	(\$201,804.31)	0.00%
	FUND: EARLY LITERACY GRANT - 472	\$0.00	\$0.00	\$117,168.25	(\$117,168.25)	\$0.00	(\$117,168.25)	0.00%
473.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$181,921.66)	\$181,921.66	\$0.00	\$181,921.66	0.00%
473.000.0000.6000.000.000.0000	DO NOT USE	\$185,820.00	\$0.00	\$181,921.66	\$3,898.34	\$0.00	\$3,898.34	2.10%
	FUND: FOUNDATIONAL LITERACY GRANT - 473	\$185,820.00	\$0.00	\$0.00	\$185,820.00	\$0.00	\$185,820.00	100.00%
475.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$62,952.91)	\$62,952.91	\$0.00	\$62,952.91	0.00%
475.000.0000.6000.000.000.0000	DO NOT USE	\$45,000.00	\$0.00	\$43,670.27	\$1,329.73	\$0.00	\$1,329.73	2.95%
	FUND: OIE RISE GRANT - 475	\$45,000.00	\$0.00	(\$19,282.64)	\$64,282.64	\$0.00	\$64,282.64	142.85%
478.000.0000.6000.000.000.0000	DO NOT USE	\$7,180.00	\$0.00	\$0.00	\$7,180.00	\$0.00	\$7,180.00	100.00%

# Osborn School District

## Board Exp & Revenue Report

Fiscal Year: 2024-2025

☐ Subtotal by Collapse Mask

☐ Include pre encumbrance

☐ Print accounts with zero balance

☐ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

From Date: 7/1/2025

To Date: 7/31/2025

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
	FUND: FEMININE HYGIENE GRANT - 478	\$7,180.00	\$0.00	\$0.00	\$7,180.00	\$0.00	\$7,180.00	100.00%
480.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$652,425.49)	\$652,425.49	\$0.00	\$652,425.49	0.00%
480.000.0000.6000.000.000.0000	DO NOT USE	\$407,053.00	\$0.00	\$407,976.28	(\$923.28)	\$0.00	(\$923.28)	-0.23%
	FUND: SAFE SCHOOLS - 480	\$407,053.00	\$0.00	(\$244,449.21)	\$651,502.21	\$0.00	\$651,502.21	160.05%
483.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$15,317.30)	\$15,317.30	\$0.00	\$15,317.30	0.00%
	FUND: STATE TUTORING - 483	\$0.00	\$0.00	(\$15,317.30)	\$15,317.30	\$0.00	\$15,317.30	0.00%
500.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	(\$5,049.17)	(\$108,300.25)	\$108,300.25	\$0.00	\$108,300.25	0.00%
500.000.0000.5000.000.000.0000	REVENUE FROM OTHER SOURCES	\$0.00	\$0.00	(\$129.80)	\$129.80	\$0.00	\$129.80	0.00%
500.000.0000.6000.000.000.0000	DO NOT USE	\$495,000.00	\$0.00	\$0.00	\$495,000.00	\$0.00	\$495,000.00	100.00%
	FUND: SCH PL-SALE/LEAS OVR 1 YR - 500	\$495,000.00	(\$5,049.17)	(\$108,430.05)	\$603,430.05	\$0.00	\$603,430.05	121.91%
502.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$2,437.28)	\$2,437.28	\$0.00	\$2,437.28	0.00%
502.000.0000.6000.000.000.0000	DO NOT USE	\$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	(\$2,437.28)	\$82,437.28	\$0.00	\$82,437.28	103.05%
510.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$63,457.71)	\$63,457.71	\$0.00	\$63,457.71	0.00%
510.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$2,266,193.40)	\$2,266,193.40	\$0.00	\$2,266,193.40	0.00%
510.000.0000.6000.000.000.0000	DO NOT USE	\$2,750,000.00	\$39,922.63	\$2,132,554.52	\$617,445.48	\$66,023.76	\$551,421.72	20.05%
	FUND: FOOD SERVICE - 510	\$2,750,000.00	\$39,922.63	(\$197,096.59)	\$2,947,096.59	\$66,023.76	\$2,881,072.83	104.77%
515.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	(\$7,000.00)	(\$102,336.03)	\$102,336.03	\$0.00	\$102,336.03	0.00%
515.000.0000.6000.000.000.0000	DO NOT USE	\$120,000.00	\$1,122.76	\$92,968.51	\$27,031.49	\$0.00	\$27,031.49	22.53%
	FUND: CIVIC CENTER - 515	\$120,000.00	(\$5,877.24)	(\$9,367.52)	\$129,367.52	\$0.00	\$129,367.52	107.81%
520.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	(\$10,636.00)	(\$170,400.36)	\$170,400.36	\$0.00	\$170,400.36	0.00%
520.000.0000.6000.000.000.0000	DO NOT USE	\$206,393.60	\$3,495.73	\$221,072.44	(\$14,678.84)	\$487.12	(\$15,165.96)	-7.35%
	FUND: COMMUNITY SCHOOL - 520	\$206,393.60	(\$7,140.27)	\$50,672.08	\$155,721.52	\$487.12	\$155,234.40	75.21%
521.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	(\$20,686.50)	(\$313,676.60)	\$313,676.60	\$0.00	\$313,676.60	0.00%
521.000.0000.6000.000.000.0000	DO NOT USE	\$235,899.64	\$1,425.24	\$386,863.51	(\$150,963.87)	\$0.00	(\$150,963.87)	-63.99%
	FUND: COMMUNITY SCHOOL - MONTESSORI - 521	\$235,899.64	(\$19,261.26)	\$73,186.91	\$162,712.73	\$0.00	\$162,712.73	68.98%
525.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$9,205.23)	\$9,205.23	\$0.00	\$9,205.23	0.00%
525.000.0000.6000.000.000.0000	DO NOT USE	\$30,000.00	\$0.00	\$4,098.15	\$25,901.85	\$8,409.00	\$17,492.85	58.31%
	FUND: AUXILIARY OPERATIONS - 525	\$30,000.00	\$0.00	(\$5,107.08)	\$35,107.08	\$8,409.00	\$26,698.08	88.99%
526.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	(\$200.00)	(\$65,308.14)	\$65,308.14	\$0.00	\$65,308.14	0.00%
526.000.0000.6000.000.000.0000	DO NOT USE	\$300,000.00	\$6,131.68	\$52,748.51	\$247,251.49	\$969.69	\$246,281.80	82.09%
	FUND: EXTRA CURR TAX FEES CR - 526	\$300,000.00	\$5,931.68	(\$12,559.63)	\$312,559.63	\$969.69	\$311,589.94	103.86%
530.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	(\$5,200.00)	(\$118,298.62)	\$118,298.62	\$0.00	\$118,298.62	0.00%
530.000.0000.6000.000.000.0000	DO NOT USE	\$250,000.00	\$243.90	\$130,182.82	\$119,817.18	\$54,426.09	\$65,391.09	26.16%
	FUND: GIFTS AND DONATIONS - 530	\$250,000.00	(\$4,956.10)	\$11,884.20	\$238,115.80	\$54,426.09	\$183,689.71	73.48%
540.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	(\$24.00)	(\$795.34)	\$795.34	\$0.00	\$795.34	0.00%
540.000.0000.6000.000.000.0000	DO NOT USE	\$10,500.00	\$0.00	\$639.00	\$9,861.00	\$0.00	\$9,861.00	93.91%
	FUND: FINGERPRINT - 540	\$10,500.00	(\$24.00)	(\$156.34)	\$10,656.34	\$0.00	\$10,656.34	101.49%
550.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$972.20)	\$972.20	\$0.00	\$972.20	0.00%

# Osborn School District

## Board Exp & Revenue Report

Fiscal Year: 2024-2025

☐ Subtotal by Collapse Mask

☐ Include pre encumbrance

☐ Print accounts with zero balance

☐ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

From Date: 7/1/2025

To Date: 7/31/2025

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
550.000.0000.6000.000.000.0000	DO NOT USE	\$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	(\$972.20)	\$31,472.20	\$0.00	\$31,472.20	103.19%
555.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$544.60)	\$544.60	\$0.00	\$544.60	0.00%
555.000.0000.6000.000.000.0000	DO NOT USE	\$16,500.00	\$0.00	\$0.00	\$16,500.00	\$0.00	\$16,500.00	100.00%
	FUND: TEXTBOOKS - 555	\$16,500.00	\$0.00	(\$544.60)	\$17,044.60	\$0.00	\$17,044.60	103.30%
565.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	(\$26.01)	(\$84.58)	\$84.58	\$0.00	\$84.58	0.00%
	FUND: LITIGATION RECOVERY - 565	\$0.00	(\$26.01)	(\$84.58)	\$84.58	\$0.00	\$84.58	0.00%
570.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$28,888.04)	\$28,888.04	\$0.00	\$28,888.04	0.00%
570.000.0000.5000.000.000.0000	REVENUE FROM OTHER SOURCES	\$0.00	(\$327.48)	(\$18,531.29)	\$18,531.29	\$0.00	\$18,531.29	0.00%
570.000.0000.6000.000.000.0000	DO NOT USE	\$560,000.00	\$28,330.73	\$420,146.46	\$139,853.54	\$191,863.90	(\$52,010.36)	-9.29%
	FUND: INDIRECT COSTS - 570	\$560,000.00	\$28,003.25	\$372,727.13	\$187,272.87	\$191,863.90	(\$4,591.03)	-0.82%
575.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$772.11)	\$772.11	\$0.00	\$772.11	0.00%
575.000.0000.6000.000.000.0000	DO NOT USE	\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00	100.00%
	FUND: UNEMPLOYMENT INSURANCE - 575	\$30,000.00	\$0.00	(\$772.11)	\$30,772.11	\$0.00	\$30,772.11	102.57%
585.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$234.26)	\$234.26	\$0.00	\$234.26	0.00%
585.000.0000.6000.000.000.0000	DO NOT USE	\$3,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100.00%
	FUND: INSURANCE REFUND - 585	\$3,000.00	\$0.00	(\$234.26)	\$3,234.26	\$0.00	\$3,234.26	107.81%
610.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$1,706,031.78)	\$1,706,031.78	\$0.00	\$1,706,031.78	0.00%
610.000.0000.2000.000.000.0000	Undesignated	\$0.00	(\$20.24)	\$5,260.37	(\$5,260.37)	\$0.00	(\$5,260.37)	0.00%
610.000.0000.6000.000.000.0000	DO NOT USE	\$6,315,445.00	\$80,859.65	\$1,182,852.36	\$5,132,592.64	\$74,023.17	\$5,058,569.47	80.10%
	FUND: UNRESTRICT CAPITAL OUTLAY - 610	\$6,315,445.00	\$80,839.41	(\$517,919.05)	\$6,833,364.05	\$74,023.17	\$6,759,340.88	107.03%
630.000.0000.6000.000.000.0000	DO NOT USE	\$30,000,000.00	\$218,329.37	\$2,458,667.56	\$27,541,332.44	\$1,257,806.60	\$26,283,525.84	87.61%
	FUND: BOND BUILDING - 630	\$30,000,000.00	\$218,329.37	\$2,458,667.56	\$27,541,332.44	\$1,257,806.60	\$26,283,525.84	87.61%
665.000.0000.6000.000.000.0000	DO NOT USE	\$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	\$0.00	\$70,000.00	\$0.00	\$70,000.00	100.00%
700.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$1,413,575.00	(\$6,170,300.90)	\$6,170,300.90	\$0.00	\$6,170,300.90	0.00%
700.000.0000.5000.000.000.0000	REVENUE FROM OTHER SOURCES	\$0.00	\$4,875,000.00	\$4,876,000.00	(\$4,876,000.00)	\$0.00	(\$4,876,000.00)	0.00%
700.000.0000.6000.000.000.0000	DO NOT USE	\$7,822,813.00	\$0.00	\$0.00	\$7,822,813.00	\$0.00	\$7,822,813.00	100.00%
	FUND: DEBT SERVICE - 700	\$7,822,813.00	\$6,288,575.00	(\$1,294,300.90)	\$9,117,113.90	\$0.00	\$9,117,113.90	116.55%
850.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$9,901.52)	\$9,901.52	\$0.00	\$9,901.52	0.00%
850.000.0000.6000.000.000.0000	DO NOT USE	\$30,500.00	\$0.00	\$11,335.40	\$19,164.60	\$116.84	\$19,047.76	62.45%
	FUND: STUDENT ACTIVITIES - 850	\$30,500.00	\$0.00	\$1,433.88	\$29,066.12	\$116.84	\$28,949.28	94.92%
855.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	(\$25,191.33)	(\$2,553,339.47)	\$2,553,339.47	\$0.00	\$2,553,339.47	0.00%
855.000.0000.6000.000.000.0000	DO NOT USE	\$2,500,000.00	\$264.50	\$2,527,278.15	(\$27,278.15)	\$11,107.00	(\$38,385.15)	-1.54%
	FUND: EMPL INSUR PGM WITHHOLDNG - 855	\$2,500,000.00	(\$24,926.83)	(\$26,061.32)	\$2,526,061.32	\$11,107.00	\$2,514,954.32	100.60%
<b>Grand Total:</b>		\$94,797,825.32	\$6,963,521.08	(\$619,593.23)	\$95,417,418.55	\$3,669,828.97	\$91,747,589.58	96.78%

End of Report

**OSBORN SCHOOL DISTRICT NO. 8**

**August 19, 2025**

**Board Meeting**

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

**Agenda Item Number – V-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 2025/26 Statement of Revenues and Expenditures for the Student Activities Fund from July 1 through July 31, 2025.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**OSBORN SCHOOL DISTRICT No. 8**  
**Statement of Revenues and Expenditures**  
**For Student Activities Fund**  
**Activity from July 1, 2025 to July 31, 2025**

<u>School</u>	<u>Beginning Balance</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Ending Balance</u>
Clarendon	4,834.21			4,834.21
OMS	7,757.78	-	-	7,757.78
Solano	10,136.15			10,136.15
Longview	12,581.19			12,581.19
	<u>\$ 35,309.33</u>	<u>\$ -</u>	<u>\$ -</u>	<u>35,309.33</u>

**OSBORN SCHOOL DISTRICT NO. 8**  
**August 19, 2025**  
**Board Meeting**

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

**Agenda Item Number – V-H**

**Agenda Item**  
**Disposal of Equipment**

For Board:    ☒ Action                      ☐ Discussion                      ☐ Information

**Background –**  
See attached

**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

# Request For Disposal Form

School:	Encanto
Date:	7/16/25
Department:	Curriculum
Reason For Disposal:	Outdated and damaged
Disposal Description:	Thesaurus & Dictionaries
Signature:	<i>Kim Fernandez</i>

**Fixed Asset Items (Over \$1000)**

Asset #:	
Description:	
Serial #:	
Recorded Value:	
Present Value:	
Board Approval:	
Signature:	

**Asset #:**

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**Description:**

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**Serial #:**

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**Recorded  
Value:**

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**Present Value:**

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**Board  
Approval:**

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**Signature:**

---

Share this form with:

Lisa Nye [lnye@osbornsd.org](mailto:lnye@osbornsd.org), Sam Garcia [ssgarcia@osbornsd.org](mailto:ssgarcia@osbornsd.org),

**List of Items to Dispose:**

32 Dictionaries @ \$1 each
13 Thesaurus @ \$1 each

# Request For Disposal Form

School:	Solano
Date:	8/8/25
Department:	Curriculum
Reason For Disposal:	Spotlight on Music Curriculum no longer used
Disposal Description:	Will schedule boxes be transferred to DO.
Signature:	<i>Felipe Carranza</i>

## Fixed Asset Items (Over \$1000)

Asset #:	
Description:	
Serial #:	
Recorded Value:	
Present Value:	
Board Approval:	
Signature:	

**Asset #:**

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**Description:**

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**Serial #:**

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**Recorded  
Value:**

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**Present Value:**

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**Board  
Approval:**

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**Signature:**

---

Share this form with:

Lisa Nye [lnye@osbornsd.org](mailto:lnye@osbornsd.org), Sam Garcia [ssgarcia@osbornsd.org](mailto:ssgarcia@osbornsd.org),

**List of Items to Dispose:**

(135) Spotlight on Music books grades K-6th \$135

**OSBORN SCHOOL DISTRICT NO. 8**  
**August 19, 2025**  
**Board Meeting**

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

**Agenda Item Number – V-I**

**Agenda Item**

**Approval of 2025/26 Student Activity Events**

For Board:    ☒ Action                      ☐ Discussion                      ☐ Information

**Background –**

The governing board is required to approve student clubs’ and organizations’ fundraising events. Below is a list of student activity events for the 2025/26 school year.

Student activities events do not include any raffles, bingo, or other forms of gambling, which are not legal events for student clubs.

Activities:	
Book Fairs	Jump Rope for Heart
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 2025/26, effective July 1<sup>st</sup> 2025.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**OSBORN SCHOOL DISTRICT NO. 8**

**August 19, 2025**

**Board Meeting**

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

**Agenda Item Number – V-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**

None

**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

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

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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

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(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 .



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

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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.



# ARIZONA DEPARTMENT OF EDUCATION

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

## FOOD PROGRAM PERMANENT SERVICE AGREEMENT

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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.



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### **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.



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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.



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### 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

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### 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 19, 2025**

**Board Meeting**

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

**Agenda Item Number –V-J-2**

**Agenda Item**

**Approval of the Memorandum of Understanding between Assistance League (Delivering Dreams Bus Program) of Arizona and the Osborn School District for the 2025- 2026 SY**

For Board: ☒ Action ☐ Discussion ☐ Information

**Background –**

Osborn School District, in collaboration with the Assistance League of Arizona, will seek to continue to provide support to students and families through Delivering Dreams Bus Program, which provides an experience for students in need to obtain clothing, shoes and books. Further, the Assistance League strives to donate additional resources, including backpacks, toiletries and other items when possible.

**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 Agreement with Assistance League of Arizona for 2025/26 as presented.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F



This Memorandum of Understanding is between  
**Delivering Dreams of Arizona**  
and  
**Osborn School District**

If agreed upon, this MOU is valid July 1, 2025-July 1, 2030, however either party can terminate the agreement with a 30-day notice.

Delivering Dreams of Arizona partners with K-8<sup>th</sup> Title I schools that have 70%+ free/reduced lunch students to distribute the **Delivering Dreams Bus** program. Schools designate students on the free/reduced lunch program that are most in need to receive new clothing, shoes, and other essentials. In coordination with the partner school, DDA's Delivering Dreams Buses (mobile dressing center) visits the school on scheduled date(s) to provide on-site distribution of the items. There is no cost to the schools, district, or families. Partner schools receive two visits each school year, and up to 50 students can be served on each visit (In total, up to 100 students per school unless additional students are sponsored by a donor). Throughout the school year, if there are emergency cases (i.e., homeless, house fire, etc.) that arise, schools can submit requests for Emergency Bags through our online portal. This number is not counted into the 100-student allotment. The following schools in **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	

Due to the wait list of districts/schools wishing to participate, if an approved school does not participate or does not utilize at least 70% of their allotment for (2) consecutive years; they may be moved to ineligible or have their allotment decreased.

## EXPECTATIONS OF THE PARTNER SCHOOLS

- Provide a designated contact person to be the liaison to Delivering Dreams of Arizona.
- The designated contact person will coordinate with DDA's Program Manager to schedule date(s) for school to be served.
- When scheduling, indicate whether the school is uniform or non-uniform. If uniform, indicate colors allowed for tops and bottoms. \*If the school requires a school logo on the shirts, it will be the responsibility of the school. DDA only provides the shirts.
- The school contact and DDA Program Manager should connect at the beginning of each semester and again, no less than 10 school days out from scheduled event date to reconfirm details.
- School is responsible for selecting up to 100 eligible students to participate in the program.
- Fill out the program document that indicates parking location on school campus for the Delivering Dreams Bus to park/ program distribution.
- Fill out the program documents that indicate student eligibility - Income Verification Form and Photo Release. (Paperwork must be filled out prior to Bus visit)
- If needed, provide 3-4 staff or parent volunteers to assist on scheduled event day (unless otherwise noted)
- Complete a program evaluation at the end of the school year.
- Day of the dressing, school coordinator should communicate to the DDA Coordinator which students cannot have photos taken.
- For Emergency Bags, school contact will need to fill out online order form and arrange to have bags picked up from DDA once they have been completed.



## EXPECTATIONS OF DELIVERING DREAMS OF ARIZONA

- Schools participating in the Delivering Dreams Bus program shall receive wardrobe packages for up to 100 students (approx. 50 each visit). Schools can schedule two visits each school year.
- Wardrobe packages are for uniform or non-uniform schools. Each wardrobe package includes two bottoms (pants/shorts/skorts), three tops, one sweatshirt or zip-up hoodie, one pair of shoes, seven pairs of socks, seven underwear, and one hygiene kit (includes soap, deodorant, toothpaste, (4) toothbrushes, dental floss, comb, brush).
- DDA will have a Program Manager oversee the scheduling of schools, fulfillment of Emergency Bags, and program evaluation. The Program Manager will be the DDA contact for all the partner schools.
- DDA will send the Delivering Dreams mobile dressing to the school on the scheduled event date to distribute wardrobe packages. We bring an overflow of products to ensure that we have enough sizes/styles; however, if we do not have a size that is needed, we will provide an "IOU" to the school and bring the missing item(s) back to the school as soon as possible.
- If partner schools have emergencies that arise during the school year (i.e., house fire, homelessness, etc.), and they submit a request through the online portal, DDA will put together the wardrobe package or items needed and have them ready for pick-up within 48 hours.
- DDA will ensure that every Delivering Dreams Bus Coordinator has a valid fingerprint clearance card.
- The Program Manager will give each school contact the evaluation to be completed by the end of the school year.
- The Program Manager will make the calendar available to all school contacts in May for the following school year.

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

**School District: Osborn School District**

**Name of Signer** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Delivering Dreams of Arizona**

Aimee Runyon, Chief Executive Officer

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DELIVERING DREAMS OF ARIZONA AND  
OSBORN ELEMENTARY SCHOOL DISTRICT  
FOR DELIVERING DREAMS BUS PROGRAM AGREEMENT**

The following terms are hereby added to the Agreement between Delivering Dreams of Arizona (“DDA”) and the Osborn Elementary 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 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's obligations under this contract, then this contract shall automatically expire without penalty to either party after written notice to 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 contact, 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, DDA 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.** DDA shall comply with applicable Governing Board policies.
9. **Indemnification.** To the extent allowed by law, DDA agrees to indemnify and hold harmless the District from all injuries to persons or property caused by acts or omissions of DDA constituting negligence or intentional misconduct and arising out of ALP'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 Contractor. Employees and Independent Contractors of DDA shall remain employees of the DDA 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.

[Signature page to follow]

**School District:**

**Osborn Elementary School District**

**Name of Signer** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Delivering Dreams of Arizona**

Aimee Runyon, Chief Executive Officer

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**OSBORN SCHOOL DISTRICT NO. 8**

**August 19, 2025**

**Board Meeting**

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

**Agenda Item Number –V-J-3**

**Agenda Item**

**Approval of renewal of Affiliation Agreement with ASU School of Social Work for 2025-2026**

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 2054-26 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 partner (Valle Del Sol).

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

<b>Educational Opportunity:</b>	<p>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.</p> <p>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!</p> <p>Schedule: Any week-days from 7:30AM-3:30PM all in-person.</p> <p>Pre-Placement Requirements: background check, drug testing, fingerprint clearance card, TB test, and proof of vaccination.</p>
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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

**End Date:** 08/08/2027

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

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

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

**Signed:** \_\_\_\_\_  
**Printed:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**Signed:** \_\_\_\_\_  
**Printed:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**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 19, 2025**

**Board Meeting**

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

**Agenda Item Number –V-J-4**

**Agenda Item**

**Approval of Renewal of the MOA with Southwest Human Development for Early Head Start/Head Start 2025-2026**

For Board: ☒ Action ☐ Discussion ☐ Information

**Background –**

Each year the agreement between the Southwest Human Development Head Start (SWHD/HS) and the Osborn Elementary School District is reviewed to determine continuation of the agreement. This agreement is to continue the current arrangement for the 2025-26 school year. The purpose of this agreement is to improve availability and quality of services for the OSD children ages 3-5 and their families.

**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 continuation of the MOA with SWHD.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**A Memorandum of Agreement Between  
Osborn School District *and* Southwest Human Development  
Early Head Start/Head Start 2025-2026**

**i. Parties to the Agreement**

- a. Osborn School District and
- b. SWHD Early Head Start/Head Start

**ii. Purpose of Agreement**

- a. To improve availability and the quality of services for Osborn School District, *the geographic service area of the Early Head Start/Head Start agency's* children, age three through age five, and their families.
- b. To support children's optimal development and readiness for school entry and success.
- c. To address the unique strengths and needs of the local population, such as homeless, migrant, or non-English speaking families.
- d. To promote collaboration regarding shared use of transportation, facilities, and other resources, as appropriate.
- e. To promote further collaboration to reduce duplication and enhance efficiency of services.
- f. To define the roles and responsibilities of the names parties toward coordination and greater collaboration; enhance linkages and relationships; and exchange information on the provision of educational and non-educational services.
- g. Coordinate a comprehensive system of activities, policies, and procedures among the named parties which guide and support their delivery of services to children and their families.

**iii. Program Descriptions**

- a. SWHD Early Head Start/Head Start, *provider of prenatal through age 4 preschool comprehensive child and family services.*
- b. Early Head Start/Head Start is a nation-wide Federal grant program funded by the U.S. Department of Health and Human Services. It is a comprehensive child development program for families and young children in the areas of education, social services, health, and family involvement. Early Head Start/Head Start preschool programs are for children from birth to 5 years of age and their families.

Early Head Start/Head Start is mandated to assume a leadership role in the development of partnerships with community agencies and service providers. Each Early Head Start/Head Start, Migrant and Seasonal, and American Indian/Alaskan Native Early Head Start/Head Start program must have a written agreement with the local school systems (LSS) or local education agenda (LEA) to coordinate and collaborate to best meet the needs of children and their families.

**iv. Authority**

- a. Early Head Start/Head Start’s responsibility for coordination and collaboration with the appropriate local entity responsible for managing publicly funded preschool programs in the service area of the Early Head Start/Head Start agency is mandated in the Head start Act: Public Law 110-134 “Improving Head start for School Readiness Act of 2007.”

**v. Guiding Principles**

- a. Create and maintain a meaningful partnership to promote school readiness so that children from low-income families in Early Head Start/Head Start programs, or who are preschool age, may receive comprehensive services to prepare them for elementary school and to address any potential “achievement gap”.
- b. Develop successful linkages within the context of No Child Left Behind Act of 2001, the Head start Act (2007), and Arizona and Phoenix legislation, policies, and procedures.
- c. Plan and implement strategies based on practice and research that have proven to support children’s school success.
- d. Respect the uniqueness of each locality’s need and resources.
- e. Promote the involvement of members of the early care and education communities.
- f. Share commitment, cooperation, and collaboration for a coordinated service delivery system.

**vi. Joint Roles in System Review, Coordination, Collaboration, Alignment, and Implementation**

The *Osborn School District* and the SWHD Early Head Start/Head Start, will work together for the review, coordination, alignment, and implementation of each of the following 10 activities, as mandated by the Act.

**a. Educational activities, curricular objectives, and instruction**

- i. SWHD Head Start, located in the Osborn District will implement a Research based early childhood curriculum that is aligned with the Head Start Child Outcomes Framework developed by the Secretary and, as appropriate, State early learning standards.
- ii. *Osborn School District* and SWHD Early Head Start/Head Start will establish ongoing communications for the continuity of developmentally appropriate curricular objectives (which for the purpose of the Early Head Start/Head Start program shall be aligned with the Head Start Child Outcomes Framework and, as appropriate, State Early Learning Standards) and for shared expectations for children’s learning and development as the children transition to school.

**b. Public Information dissemination and access to programs for families contacting the Early Head Start/Head Start program or any of the preschool programs**

- i. SWHD Early Head Start/Head Start and the Osborn District will leverage the resources of the entire local community in order to improve school readiness.
- ii. SWHD Early Head Start/Head Start will establish ongoing channels of communication between the Osborn District schools to include teachers, social workers, local educational agency liaisons designated under section 722(g)(1)(J)(ii) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11432(g)(1)(J)(ii), and health staff) to facilitate coordination of programs.

**c. Selection priorities for eligible children to be served by programs**

- i. SWHD Early Head Start/Head Start will develop and implement a system to increase program participation of underserved populations of eligible children within the Osborn District.
- ii. SWHD Early Head Start/Head Start will develop and implement procedures for identifying children who are limited English proficient, and informing the parents of such children about the instructional services used to help children make programs towards acquiring the knowledge and skills described in section 641A(a)(1)(B) and acquisition of the English language.
- iii. SWHD Early Head Start/Head Start will share information on the innovative and effective efforts to collaborate with the entities providing early childhood and development services or programs in the Osborn District and surrounding community.
- iv. *SWHD Early Head Start/Head Start will share with the Osborn District any plans to coordinate and collaborate with other public or private entities providing early childhood education and development programs and services for young children in the community involved, including –*
  1. Programs implementing grant agreements under the Early Reading First and Even Start programs under subparts 2 and 3 of part B of title I of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6371 et seq., 6381 et seq.)
  2. Other preschool programs under title I of that Act (20 U.S.C. 6301 et seq.)
  3. Programs under section 619 and part C of the Individuals with Disabilities Education Act (20 U.S.C. 1419, 1431 et seq.)
  4. State pre-kindergarten programs
  5. Child care programs
  6. The educational programs that the children in the Early Head Start/Head Start program involved will enter at the age of compulsory school attendance
  7. *Local entities, such as public or school library for –*
    - a. *Conducting reading readiness programs*
    - b. *Developing innovative programs to excite children about the world of books, including providing fresh books in the Head Start classroom*
    - c. *Assisting in literacy training for Head Start teachers*
    - d. *Supporting parents and other caregivers in literacy efforts*

**d. Definition of service areas**

- i. Osborn School District
- e. **Staff training, including opportunities for joint staff training on topics such as academic content standards, instructional methods, curricula, and social and emotional development**
  - i. SWHD Early Head Start/Head Start will inform the Osborn District of opportunities to participate in joint training, including transition-related training for school staff and Early Head Start/Head Start staff.
- f. **Program technical assistance**
  - i. SWHD Early Head Start/Head Start will link the services provided in the Head Start program with educational services, including services relating to language, literacy, and numeracy, providing by such local educational agency.
  - ii. SWHD Early Head Start/Head Start will coordinate and provide to expand training and technical assistance activities beyond Early Head Start/Head Start agencies to include other providers of other early childhood education and development programs within the state.
- g. **Provision of services to meet the needs of working parents, as applicable**
  - i. SWHD Early Head Start/Head Start will coordinate activities to make resources available for full working day and full calendar year available to children within the Osborn School District.
  - ii. SWHD Early Head Start/Head Start will provide coordination activities and collaboration activities with programs under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858 et seq.)
- h. **Communication and parent outreach for smooth transitions to kindergarten**
  - i. SWHD Early Head Start/Head Start *develop and implement a systematic procedure for transferring, with parental consent, Early Head Start/Head Start program records for each participating child to the Osborn School District school(s) in which such child will enroll.*
  - ii. SWHD Early Head Start/Head Start will develop comprehensive transition policies and procedures that support children transitioning to school, including by engaging the local educational agency in the establishment of such policies.
  - iii. SWHD Early Head Start/Head Start will conduct outreach to parents and elementary school (such as kindergarten) teachers to discuss the educational, developmental, and other needs of individual children within the Osborn District.
  - iv. SWHD Early Head Start/Head Start will help parents of limited English proficient children understand –
    - 1. The instructional and other services provided by the school in which such child will enrolled after participation in Head Start; and
    - 2. As appropriate, the information provided to parents of limited English proficient children under section 3302 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7012)

- v. 642 (8) Develop and implement a family outreach and support program, in cooperation with entities carrying out parental involvement efforts under title I of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6301 et seq.), and Family outreach and support efforts under subtitle B of title VII of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 et seq.), taking into consideration the language needs of parents of limited English proficient children.
- vi. 642 (9) Assist families, administrators, and teachers in enhancing educational and developmental continuity and continuity of parental involvement in activities between Head Start services and elementary school classes.
- vii. 642 (11) *Help parents (including grandparents and kinship caregivers, as appropriate) to understand the importance of parental involvement in a child's academic success while teaching them strategies for maintaining parental involvement as their child moves from Head Start to elementary school.*
- viii. 642 (12) Help parents understand the instructional and other services provided by the school in which their child will enroll after participation in the Head Start program.

**vii. Confidentiality**

All acknowledge confidentiality requirements that each agency must follow regarding the sharing and release, with the consent of families, of personally identifiable information regarding children and families. Each agency will protect the rights of young children with respect to records and reports created, maintained, and used by the public agencies. It is the intent of this agreement to ensure that parents have rights to access and rights of privacy with respect to such reports and records, and that applicable State and Federal laws for exercise of these rights to be strictly followed. Family Educational Rights and Privacy Act (FERPA) will be followed. (See 34CFR 303.460.)

**viii. Dispute Resolution**

Parties will first attempt to resolve the dispute between or among themselves. All local agencies will ensure that a system is in place to resolve dispute and solve problems. They system should include:

- a. Timelines for regular meetings to review local agreements, plan collaborative activities, and resolve issues; and
- b. The identification of a liaison from each agency.

**ix. Review of Agreement**

The agreement will be jointly reviewed by all parties annually and more frequently if laws and regulations are amended that will significantly impact this agreement, or when a party requests a formal change.

**x. Term of Agreement**

The agreement will become effective immediately after being signed and dated by all parties. By signing the agreement each agency agrees to the terms. The signed agreement will be binding on all successors of parties to the agreement.

**xi. Signatures:**

**For the Osborn School District**

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Dr. Michael Robert  
Osborn School District Superintendent

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Date

**For Local Head Start Agency**

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Eve DelReal  
Early Head Start/Head Start Director  
Southwest Human Development

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Date

**OSBORN SCHOOL DISTRICT NO. 8**

**August 19, 2025**

**Board Meeting**

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

**Agenda Item Number –V-J-5**

**Agenda Item**

**Approval of Renewal of the MOU with Southwest Human Development for SPED  
Preschool Services 2025-2026**

For Board: ☒ Action ☐ Discussion ☐ Information

**Background –**

Each year the agreement between the Southwest Human Development Head Start (SWHD/HS) and the Osborn Elementary School District is reviewed to determine continuation of the agreement. This agreement is to continue the current arrangement for the 2025-26 school year ending on June 30, 2026. This program assists with preschool availability in our community and helps to refer students to the District for our Child Find obligation to identify students who may need special education services with early intervention.

**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 continuation of the MOU with SWHD.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
OSBORN SCHOOL DISTRICT  
AND  
SOUTHWEST HUMAN DEVELOPMENT HEAD START  
2025-2026

This Agreement is between the Osborn School District (OSD) and Southwest Human Development Head Start (SWHD/HS) Program for the period of July 1, 2025 to June 30, 2026.

I. Purpose Statement

The purpose of this Agreement is to establish working procedures between OSD and SWHD/HS in the provision of services to preschool children eligible for special education in compliance with Federal and Arizona State laws and regulations.

It is the intent of this Agreement to:

- A. Define which service will be provided by each Agency.
- B. Ensure that children eligible for preschool special services receive a free and appropriate public education, as required by law, in the least restrictive environment (LRE), and that timelines for services are met.
- C. Ensure that each Agency cooperatively maintains communication and shares leadership responsibility at the local level to ensure that available resources are utilized in the most effective manner.
- D. Ensure that cooperative arrangements between OSD and SWHD/HS are developed, implemented and preserved.

This Agreement applies only to preschool children with disabilities ages three years to non-kindergarten eligible five-year-olds in accordance with OSD policy. Children with disabilities who turn 3 years old after September 1st will be considered for HS placement on a case-by-case basis and by mutual consent of HS Director and OSD staff.

II. Program Mandates

A. Responsibility of School District

- 1. To locate and identify preschool children with disabilities through a Child Find effort which includes a process for screening.
- 2. To assure that special education services to preschool children with disabilities are provided in accordance with the Individuals with Disabilities Act (IDEA).
- 3. To submit and maintain Arizona Special Education census and attendance data on all eligible preschool children with disabilities, including all eligible children enrolled in

SWHD/HS Programs within OSD, for funding entitlement and budget preparation.

B. Responsibility of the SWHD/HS Program

1. Recruit, enroll, and serve eligible children. According to Federal Regulation, no less than 10 percent of the total number of enrollment opportunities in HS programs shall be available for children with disabilities of all levels of severity who are eligible to participate.
2. Screen all HS children, within 45 days of enrollment, for potential problems in the required areas of development.
3. Assure that children with disabilities receive all services to which they are entitled under the HS Program Performance Standards for Children with Disabilities (45 CFR, Part 1308).

III. Program Description

- A. OSD offers a variety of service delivery options for preschool children with disabilities. The SWHD/HS sites located within the consortium are considered part of a continuum of placement options for preschool children with disabilities. OSD and SWHD/HS work cooperatively in providing services to meet the provisions of the IEP's for children in SWHD/HS.
- B. SWHD/HS is a federally funded preschool program. The grantee agency is Southwest Human Development, Inc. SWHD/HS operates the following HS sites and classrooms within the Osborn School District.

Longview School	1209 E. Osborn Rd.	1 FD class
Solano School	1526 W. Missouri	2 FD classes
Phoenix College	3310 N. 10th Ave	2 FD classes

Enrollment opportunities in each of these classes will be available for children with IEPs identified by the district. These enrollment opportunities will be available throughout the school year in an effort to maintain 10% enrollment of children with disabilities. Placement of children with disabilities will not exceed 50% of the class enrollment.

- C. Southwest Human Development is a non-profit human services organization which provides comprehensive services for young children and families who are at-risk or have special needs.

IV. Service Implementation

A. Child Find/Screening/Referral

1. OSD will:
  - a. Coordinate with SWHD/HS to inform and include them as appropriate in Child Find activities.
  - b. Coordinate with SWHD/HS to determine opportunities for joint recruitment and screening efforts.

- c. Refer children classified with a disability when SWHD/HS is a placement consideration.
- 2. SWHD/HS will:
  - a. Coordinate with OSD on Child Find screening activities, including developing agreed upon procedures for such coordination.
  - b. Coordinate with OSD to determine opportunities for joint recruitment and screening efforts.
  - c. Make arrangements for a Family Support Specialist to assist families with the SWHD/HS application process, as needed.
  - d. When the SWHD/HS program is full, refer any family who has a child with a suspected disability on the HS wait list to OSD for district Child Find.
  - e. Contact OSD when SWHD/HS enrollment opportunities become available to ensure 10% enrollment of children with disabilities.
  - f. Conduct summer playgroup observations for children referred by HS based on parent concerns regarding child's development during the application process.
  - g. During the school year, send copies of SWHD/HS screening results to OSD service provider personnel.
- B. Comprehensive Evaluation
  - 1. OSD will:
    - a. Conduct comprehensive developmental evaluations, for children who do not pass HS screenings and are observed by OSD special services personnel, in accordance with State guidelines.
    - b. Prior to the school year, refer children for SWHD/HS placement who are eligible for services based on evaluation results and who will be considered for placement in HS.
    - c. The Integrated Services Manager - Disabilities will notify the site Family Support Specialist to begin the HS application process for placement in HS.
    - c. Provide copies of IEPs and evaluation reports to SWHD/HS.
- C. Eligibility Determination/Individualized Education Program (IEP) Development
  - 1. OSD will:
    - a. Schedule meetings SWHD/HS in order to determine child eligibility, develop IEP and commit resources of the district.
    - b. Provide SWHD/HS with OSD evaluation and IEP documents.
    - c. Provide information to SWHD/HS for families regarding registration into the appropriate home school for children determined eligible for services.
    - d. Determine with SWHD/HS the roles and responsibilities regarding special equipment and any additional staff needed to accommodate the child.
  - 2. SWHD/HS will:
    - a. Make arrangements for appropriate SWHD/HS personnel to attend meetings to determine eligibility and develop IEPs scheduled for children who have been evaluated.
    - b. Once school begins, if additional staff is needed to safely accommodate a child with a disability, the ISM-Disabilities will contact the district to discuss options

- c. and the possibility of reconvening the IEP team.  
Make arrangements for SWHD/HS personnel to attend kindergarten transition meetings to determine eligibility and develop IEPs.

D. Placement

1. OSD will:
  - a. Provide a continuum of placement options for preschool-school children with disabilities of which HS is one option.
  - b. Refer children with disabilities to SWHD/HS when an enrollment opportunity becomes available.
2. SWHD/HS will:
  - a. Provide enrollment opportunities for children with disabilities to be used by OSD as a placement option as determined by the IEP Team
  - b. When appropriate, enroll children with disabilities referred by OSD in SWHD/HS slots.
  - c. Inform OSD when enrollment opportunities become available during the school year to maintain 10% enrollment of children with disabilities.

E. Specific Program Service Delivery

1. OSD will:
  - a. Provide speech therapy services for children enrolled in SWHD/HS who require the services.
  - b. Provide psychological assessments for kindergarten transition, as needed, for children enrolled in SWHD/HS.
  - c. Provide all IEP in alignment with school district procedures to SWHD/HS.
  - d. Provide other related services, including specialized school nursing services as needed and mutually agreed upon for SWHD/HS children eligible for special services.
2. SWHD/HS will:
  - a. Assist with coordination of schedules for OSD special services personnel.
  - b. Provide information to OSD special services personnel regarding any changes in classroom schedule (staff meetings, monthly meetings etc.).
  - c. Provide opportunities for children to practice and generalize, within naturalistic environments, the skills developed through work with special education staff.
  - d. Assist with coordination of Monthly Planning Meetings.
  - e. Provide all necessary attendance reports to OSD, as requested.
  - f. Monitor to ensure that the frequency and focus of special services are in alignment with the IEPs.
  - g. Provide all necessary classroom assessment data to OSD for the purposes of evaluation and IEP development.

F. Procedure for Hiring and Supervising Staff Providing Special Services

1. OSD and SWHD/HS will:
  - a. Hire and supervise staff according to their own program policy and

- procedure.
- b. Provide orientation for staff regarding each program's regulations, requirements, goals, service delivery model, procedures and the interagency agreement as needed.

V. Confidentiality

- 1. OSD and SWHD/HS shall follow the requirements outlined in the Family Education Right to Privacy Act (FERPA).

VI. Training and Technical Assistance

- 1. OSD and SWHD/HS will:
  - a. Notify one another of pertinent training sessions for parents and staff.
  - b. Plan joint training workshops to address topics identified by both agencies.

VII. Parent Involvement Activities

- 1. OSD and SWHD/HS will:
  - a. Include parents of children with disabilities in all parent training and activities, including transition activities into kindergarten.
  - b. Invite parents of children with disabilities to all meetings regarding the child's progress.
  - c. Explain procedural safeguards available to parents of children with disabilities.

VIII. Transition:

- 1. OSD will:
  - a. Schedule and facilitate meetings for 3-year-old children transitioning from early intervention programs into SWHD/HS.
  - b. Discuss as a team the need for re-evaluation and possible placement options for children with disabilities. Include district representatives from the receiving home school at the transition meeting to determine eligibility, placement and IEP development for children entering kindergarten.
  - c. If multiple placement options will be available for a child, assist parents in observing possible placements.
- 2. SWHD/HS will:
  - a. Participate in meetings for children transitioning from early intervention programs to SWHD/HS and from SWHD/HS to kindergarten.
  - b. For children transitioning to kindergarten, participate in discussions about the need for re-evaluation.
  - c. If multiple placement options will be available for a child, assist parents in observing possible placements.
  - d. When possible, schedule observations of SWHD/HS children with disabilities for receiving district teachers and/or psychologists.
  - e. Schedule and coordinate end of year transition meetings with OSD.

IX. Dispute Resolution

In the event that misunderstandings or differences of opinion occur with regard to policies and procedures necessary to accomplish these objectives, the staff and appropriate supervisor from the

respective agencies will meet to reach a solution. In the event that a resolution is not achieved, the assistant directors or their agency counterparts will meet to resolve the issue.

X. Termination/Review

This Memorandum of Understanding will be reviewed and revised by OSD Special Education Director, SWHD/HS Director, and the Southwest Human Development Chief Executive Officer on an as needed basis or at least once annually. This Agreement may be terminated by any party upon thirty (30) days written notice.

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Mariah Kelly-Hatcher  
Director of Student Services  
Osborn School District

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Date

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Eve DelReal  
Head Start Director  
Southwest Human Development

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Date

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Ginger Ward  
Chief Executive Officer  
Southwest Human Development

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Date

**OSBORN SCHOOL DISTRICT NO. 8**

**August 19, 2025**

**Board Meeting**

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

**Agenda Item Number –V-J-6**

**Agenda Item**

**Approval of Space Agreement with Southwest Human Development Head Start / Early Head Start**

For Board: ☒ Action ☐ Discussion ☐ Information

**Background –**

This agreement documents a joint effort between the Osborn School District and Southwest Human Development (SWHD) Head Start (HS) / Early Head Start (EHS) to provide educational services to HS/EHS participants and space for a HS/EHS program including District contracted preschool children with disabilities.

This agreement provides:

- Underroof classroom space, and/or space for SWHD HS/EHS owned modular buildings for provisions of EHS/HS services;
- Access to the preschool/kindergarten playground, or space for HS/EHS developed and financed playground;
- Office space to house site managers, Family Support Specialists (case manager), and other auxiliary staff as determined by the District.

**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 space agreement with Southwest Human Development Head Start for 2025-26sy as presented.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**Space Agreement**  
Between  
Osborn School District *and* Southwest Human Development, Inc.  
2025-2026

**Purpose:** This agreement documents a joint effort between the Osborn School District and Southwest Human Development (SWHD) Head Start (HS) / Early Head Start (EHS) to provide educational services to HS/EHS participants and space for a HS/EHS program including District contracted preschool children with disabilities.

**Length of Agreement:** This agreement will run for a period of one (1) year, **beginning July 1, 2025, and ending June 30, 2026**, or until renewed upon agreement by both parties for items listed in the Scope of Agreement except for modular units installed and owned by SWHD/EHS/HS. The length of Agreement for the modular units will be for a period of five (5) years, renewable automatically for another five-year term. Both parties agree that in the case of Southwest Human Development, Inc., the HS/EHS Director may sign this contract and other financially related documents. Osborn School district agrees that the Superintendent may sign this contract and other financially related documents.

**Scope of Agreement:** This agreement provides:

- Underroof classroom space, and/or space for SWHD HS/EHS owned modular buildings for provisions of EHS/HS services;
- Inclusion of attached Amendment to Lease (Notice of Federal Interest);
- Access to the preschool/kindergarten playground, or space for HS/EHS developed and financed playground;
- Office space to house site managers, Family Support Specialists (case manager), and other auxiliary staff as determined by the District.

All classrooms provided through the School District or owned by SWHD HS/EHS must meet minimum AZ Department of Health Services (ADHS) Child Care Licensing Regulations and provide a safe environment. Any renovations to the exterior of the SWHD HS/EHS owned modular building or its playground would be negotiated between the District and SWHD HS/EHS, prior to any work taking place. SWHD agrees to abide by District regulations related to the respective schools. All HS/EHS children attending SWHD programs on District campuses will come from the school sites' service area. Exceptions may be made for children with disabilities at the District's discretion.

**Agreement Provision:** SWHD HS/EHS funding designated for Osborn School District requires an in-kind match of 25%. **Osborn School District agrees to provide the following in-kind match:**

- Space:
  - Classroom Space: N/A

- Campus Space: dedicated property for the placement of SWHD HS/EHS modular buildings on Encanto, Longview, Montecito, and Solano campuses.
- Office Space: N/A – provided in SWHD/HS/EHS owned modular buildings.
- Playground Space: dedicated property for the placement of the HS developed and financed playgrounds at Encanto, Longview, Montecito, and Solano.
- Internet:
  - N/A
- Maintenance:
  - District-owned classrooms: N/A
    - Plumbing
    - Electrical
    - HVAC – including filters
    - Daily custodial services:
      - Trash removal
      - Restroom (toilet, sink, mirrors, paper products, floor)
      - Cleaning classroom sinks
      - Floors (sweeping/mopping/vacuuming)
      - Dusting windowsills as needed
      - Cleaning windows as needed
      - Bi-annual carpet cleaning and floor waxing (quarterly recommended)
- HS/EHS – owned modular buildings: Encanto, Longview, Montecito, and Solano
  - Daily custodial services
    - Trash removal
    - Restroom (toilet, sink, mirror, paper products, floor)
    - Cleaning classroom sinks
    - Floors (sweeping/mopping/vacuuming)
    - Dusting windowsills
    - Cleaning windows as needed
    - Bi-annual carpet cleaning and floor waxing (quarterly)
- Playground Maintenance:
  - Monthly safety inspections of all playground equipment
  - Assurance that fall surface is adequate
  - Repair/maintenance to equipment
- Grounds Care:
  - Tree trimming
  - Grass cutting
  - Sprinkler line and drip system maintenance and repair

**SWHD HS/EHS funding will provide the following:**

HS/EHS Services:

- Center-based Comprehensive Infant, Toddler and Preschool (3-5 years old) Services – minimum 20 hours per week for 80-96 children, staffed by Child Development Specialists (CDS) and Child Development Assistants (CDA) (1:10 HS; 1:4 EHS)
- Home-based Comprehensive Infant-Toddler (0-3 years old) and Preschool (3-5 years old) Services – weekly 1 ½ hour visits with biweekly 1 ½ hour socialization playgroups for 20-30 children, staffed by Family Support Specialists (FSS) (1:10-12 families)
- Parent support services including social service referrals, parent training, home visits and parent conferences, health and mental health services, staff by Family Support Specialist (FSS) (1:2-3 classes) with support from auxiliary Mental Health (MH) Counselors and nurse
- Services to children with disabilities per district contract
- Training and supervision for all designated staff
- ADHS Child Care licensing at each site

**Maintenance:**

- HS – owned modular buildings
  - Plumbing
  - Electrical
  - HVAC
- Playground maintenance
  - Regular safety inspections of playgroup areas
  - Repair/maintenance to equipment

**Supplies:**

- All classroom equipment and materials (ownership to be retained by HS/EHS)

**SWHD HS Special Grant Projects:**

- Special Grants/Projects (as funded):

**Insurance:**

SWHD HS/EHS will provide Osborn School District a certificate of insurance listing designated schools as additional insurance for liability.

**Signatures:**

**For the Osborn School District**

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Dr. Michael Robert  
Osborn School District Superintendent

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Date

**For Local Head Start Agency**

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Eve DelReal  
Early Head Start/Head Start Director  
Southwest Human Development

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Date

**OSBORN SCHOOL DISTRICT NO. 8**

**August 19, 2025**

**Board Meeting**

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

**Agenda Item Number –V-J-7**

**Agenda Item**

**Approval of Renewal of Agreement with Arizona Dept. of Homeland Security, Cyber Readiness Program-25/26**

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 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.

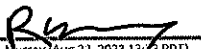
34. Force majeure. The Parties shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), 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.

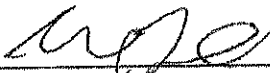
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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
<b>Advanced Endpoint Protection / Endpoint Detection &amp; Response</b>	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.
<b>Anti-Phishing / Security Awareness Training</b>	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.
<b>Converged Endpoint Management</b>	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.
<b>Multi-Factor Authentication</b>	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.
<b>Web Application Firewall</b>	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 19, 2025**

**Board Meeting**

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

**Agenda Item Number –V-J-8**

**Agenda Item**

**Approval of agreement between Southwest Missouri State University Unpaid Non-Clinical Internship Agreement with Osborn School District for intern Kylie Pratt**

For Board: ☒ Action ☐ Discussion ☐ Information

**Background –**

In order to sit for the certification exam to become a Registered Dietician (RD), one must attend an internship. These internships can be completed locally or in a distance learning setting. A local internship usually ensures that a student will be placed in a facility by their college to complete their required hours of learning. A distance internship usually means that the student is responsible for setting up their own internship, including facilities and preceptors.

Kylie Pratt has been accepted into a distance internship through Southeast Missouri State University. She lives locally and has reached out to Osborn in hopes that she can fulfill her community foodservice rotation in Osborn. Cory Alexander will be her preceptor for this rotation during the fall.

**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 the agreement between Southeast Missouri State University and Osborn School District for the completion of Kylie Pratt's community foodservice rotation.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**WRITTEN AGREEMENT**  
**Between**  
**Osborn School District**  
**and**  
**Southeast Missouri State University**  
**on behalf of**  
**Department of Allied Health, Kinesiology, and Sport Sciences**  
**College of Education, Health and Human Studies**  
**Southeast Missouri State University**

Osborn School District shall herein be referred to as “Agency” and Southeast Missouri State University, on behalf of the Department of Allied Health, Kinesiology, and Sport Sciences, referred to as the “University.”

**I. SCOPE OF SERVICES:**

Agency will provide:

- a. (4 weeks) of supervised experiential learning for assigned University students in the Future Education Model MS Applied Nutrition program

**II. TIME OF AGREEMENT:**

This written agreement shall be effective (8-19-2025 Date). Thereafter this agreement shall be automatically renewed from year to year unless cancelled by either party upon 60 days written notice to the other party.

- a. Agency will make reasonable accommodations to facilitate the completion of any field experience activities and requirements that are in process at the point of cancellation.

**III. TERMS AND CONDITIONS:**

- a. The University shall be responsible for:
  - i. Consulting with the Agency, prior to the field experience, regarding specific learning objectives and experiences the student(s) are expected to gain during the field placement.
  - ii. Visiting the student during the field experience as related to the program objectives, and to provide appropriate faculty for this purpose.
  - iii. Requiring the student to observe policies, rules, and regulations of agency during the period of the field placement; and
  - iv. Providing evaluation outline to be completed by the student, and/or University faculty, and/or Agency preceptor at the conclusion of the field experience.
  - v. Upon request, submit evidence that each student has had an initial physical examination and annual TB skin testing or chest x-ray.
  - vi. Upon request, submit evidence that each student in the obstetrical department has had a Rubella immunization or a positive Rubella titer.
  - vii. Upon request, submit evidence that each student has received Hepatitis B vaccinations or signed a waiver registering they are aware of the risks without vaccinations.

- viii. Instruct students regarding OSHA Bloodborne Pathogens and Tuberculosis regulations before beginning clinicals in the hospital.
- b. Agency shall be responsible for:
  - i. Designating a qualified employee to be responsible for maintaining liaison with the University to guide, supervise, and evaluate the student(s) field experience with the faculty preceptor.
  - ii. Planning and developing a field experience with the faculty preceptor utilizing appropriate agency facilities and staff to meet the learning objectives of the student and the University.
  - iii. Facilitating student use of appropriate information resources of the agency and the community.
  - iv. Maintaining primary responsibility for patient care and health services.
  - v. Providing a list and instructions for how to complete any pre-requisite requirements the student must complete at least 30 days before the start date of the field experience (including, but not limited to orientation requirements, additional vaccinations, drug screenings, etc.).
- c. The student shall be responsible for:
  - i. Obtaining and maintaining in full force and effect throughout their clinical affiliation with Agency professional liability insurance in the minimum amounts of not less than One Million Dollars per occurrence, Three Million Dollars annual aggregate.
  - ii. Provide his/her own transportation, meals, and lodging necessary for completing the field experience.
  - iii. Submitting evidence of an initial physical examination and annual TB skin testing or chest x-ray.
  - iv. Submitting evidence, if working in an obstetrical department, of a Rubella immunization or a positive Rubella titer.
  - v. Submitting evidence that he/she has received Hepatitis B vaccinations or a signed waiver indicating awareness of the risks without vaccinations.
  - vi. Obtaining vaccinations required by Agency prior to start date of field experience and supplying evidence of the required vaccinations on request.
  - vii. Completing pre-requisite and orientation materials required by the Agency prior to the start date of field experience.
- d. The University admits qualified students regardless of age, race, color, ethnicity, religion, creed, national origin, handicap, disability, sex or veteran's status and attempts to provide equal opportunities for all students. No person affiliated with the institution who participates in the education programs described herein shall be discriminated against on the bases of race, color, ethnicity, religion, national origin, sex, sexual orientation, gender identity, age, genetic information, disability, or protected veteran status in any of its programs or activities.

- e. Students and faculty members shall remain at all times during this affiliation, students and faculty members of Southeast Missouri State University and shall in no way be considered servants, agents, or employees of (Agency). Students are trainees, not employees, and are not to replace facility staff or to be covered by the facility's Social Security, Workers' Compensation or Unemployment Compensation.
- IV. The terms of this Written Agreement shall remain in effect until one party notifies the other in writing of cancellation with 60 days notice.
- V. All written notifications shall be submitted by first class mail and addressed or electronically or digitally signed as a portable document format (PDF) and emailed by to the parties as follows:
- a. To the Agency:
- |                                       |                          |
|---------------------------------------|--------------------------|
| <u>Osborn School District 8</u>       | Agency                   |
| <u>Cory Alexander</u>                 | Agency Designated Person |
| <u>1226 W. Osborn Rd. Phoenix, AZ</u> | Address                  |
| <u>85013</u>                          |                          |
| <u>calexander@osbornsd.org</u>        | Email Address            |
- b. To the University:
- Southeast Missouri State University  
 Joel Ramdial, EdD, RD, LD  
 One University Plaza  
 MS 7650  
 Cape Girardeau, MO 63701  
 jramdial@semo.edu
- COPY TO:  
 Christopher R. Martin  
 Chief of Staff and General Counsel  
 One University Plaza  
 MS3300  
 Cape Girardeau, MO 63701  
[cmartin@semo.edu](mailto:cmartin@semo.edu)
- VI. The Agency shall not take any action affecting a student without 30 days prior written notice to the University unless an emergency occurs that reasonably precludes such prior notification or unless student's presence creates an unreasonable risk to the students, staff, or visitors of Agency.
- a. The parties agree to use their best efforts to resolve any disagreement about the removal of a student. However, in a case where the parties are unable to agree, the University shall comply with the Agency's request for the removal of such student.
- VII. This Agreement and any disputes arising out of or related hereto, shall be

governed by the laws of the State of Arizona. The state and federal courts located in Maricopa County, Arizona shall have exclusive jurisdiction over any dispute related to this Agreement, and each party consents to the exclusive jurisdiction of those courts.

- VIII. As a Missouri public institution of higher education, the University does not maintain general liability insurance, nor can agree to indemnify and hold harmless any individual entity. Instead, the school relies on the State Legal Expense Fund set forth in Missouri Revised Statutes 105.711, as administered by the Office of the Attorney General of the State of Missouri. Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.
- IX. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.
- X. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.
- XI. The parties will comply with the fingerprinting requirements as may be required by law or otherwise agreed to by the parties.
- XII. The parties shall comply with all state or federal laws prohibiting discrimination on the basis of race, color, creed, religion, sex, age, national origin, disability or political affiliation.
- XIII. In accordance with A.R.S. § 41-4401, the parties each warrant compliance with all federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A, where applicable.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this \_\_\_\_\_  
day of \_\_\_\_\_, 2025.

**Southeast Missouri State University**

Doug Koch, Interim Provost

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Agency**

Agency designated person

Printed name: Michael Robert, Ed.D

Title: Superintendent

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**OSBORN SCHOOL DISTRICT NO. 8**

**August 19, 2025**

**Board Meeting**

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

**Agenda Item Number –V-J-9**

**Agenda Item**

**Approval of agreement with Rising Star Youth Theatre 25-26**

For Board:

☒

Action

☐

Discussion

☐

Information

**Background –**

Encanto Elementary will begin a new partnership with Rising Youth Theatre to implement the Inner Canvas program. Rising Youth Theatre is an arts and youth leadership organization that uses theatre and storytelling to position young people as leaders. They share many aligned values with Encanto Elementary. This year we will work with Rising Youth to present Inner Canvas, a stress resilience through arts program. Participating youth will develop skills in nervous system regulation through creative arts practices and mentorship from local artists and mental health providers. Students will learn about managing stress and coping with difficult experiences from behavioral health professionals and then get to embody those tools through a creative arts program from artists over the course of 9 weeks. Tools will also be provided to teachers and families to continue the learning outside of the workshops.

**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 agreement with Rising Star Youth Theatre for 2025-2026

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**MEMORANDUM OF UNDERSTANDING**  
**September 1, 2023 through June 30, 2024**

**Rising Youth Theatre and Osborn School District**

Osborn School District hereinafter referred to as the “District” and **Rising Youth Theatre** agree to a collaborative approach to supporting student health and well-being through the Inner Canvas Program.

The purpose of this memorandum of understanding is to outline the scope of services to be provided by Rising Youth Theatre to Osborn District students, namely at Encanto Elementary School and the responsibilities of the District.

Rising Youth Theatre, an arts and youth leadership organization, will provide arts programming to students at Encanto Elementary School. Rising Youth Theatre works with young people and adults to use art as a tool for connection and community. The primary program we work on will be Inner Canvas, a stress resilience through arts program designed to empower youth to develop skills in nervous system regulation through creative arts practices and mentorship from local artists and mental health providers. Students will explore their own capacity for resilience through storytelling and art, building an academic foundation that supports reading and writing skills. RYT will work with leadership at Encanto to identify participating students and to implement the program. Inner canvas supports foundational skills that lead to academic and social success, deepening the curriculum and content that Encanto is already using. Students will learn about managing stress and coping with difficult experiences from behavioral health professionals and then get to embody those tools through a creative arts program from artists over the course of 9 weeks. Tools will also be provided to teachers and families to continue the learning outside of the workshops.

Rising Youth Theatre Producing Artistic Collaborator Sarah Sullivan worked with Principal Kimberly Fernandez to write grant proposals to support this program, one of which has been already awarded, and one of which is currently pending.

**This MOU is effective from September 1, 2025, through June 30, 2026.**

**Rising Youth Theatre will:**

Provide students with a high quality arts and mental health program that includes multiple arts modalities

1. Ensure staff working with students obtain/retain up-to-date fingerprint clearance cards and have submitted to a background check administered by Rising Youth Theatre
2. Maintain a valid general liability insurance policy with minimum coverage of \$1,000,000

per occurrence and \$3,000,000 aggregate.

3. Be responsible for obtaining signed permission slips from all participants' families/guardians and providing copies to Encanto to keep on file
4. Be in regular communication with Encanto staff about the program implementation and regarding any program changes, including staff, schedules, and students.
5. When invited, attend staff and school board meetings to inform the community of collaboration activities, specific needs, and volunteer opportunities.

**Osborn School District will:**

1. Identify students for participation and promote the program
2. Provide for any additional safety needs and supplies as reasonably necessary to participate in activities.
3. Ensure at least one staff member will serve as liaison between said organization and District to support compliance with program, organization needs, and other related business activities.

**TERMS AND CONDITIONS**

**1. COMPLIANCE WITH APPLICABLE LAWS:**

Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal, State, and Local governments whether or not specifically referenced herein. Specifically, the following apply:

**1.1 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.

**1.2 SMOKING POLLUTION CONTROL ORDINANCE:** Agency and District shall be subject to the provisions of City Ordinance No. G-2865, as amended, "the Smoking Pollution Control Ordinance," effective July 1, 1986. This ordinance regulates smoking in places of employment and enclosed public spaces located within the City of Phoenix.

**1.3 DRUG-FREE WORKPLACE:** Agency and District agree to comply with the Drug Free Workplace Act of 1988 (P.L. 100-690). This law requires contractors and subcontractors of federal funds to certify they will provide drug-free workplaces. This certification is a precondition to receiving a contract or grant.

**1.4 IMMIGRATION AND EMPLOYMENT LAWS:** Agency and District acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA) and agree to comply with IRCA and permit District inspection of personnel records to verify such compliance. Agency and on behalf of any subcontractor, warrants, to the extent applicable under A.R. S. 41-4401, compliance with all federal immigration law and regulations that relate to their employees, as well as compliance with A.R. S. 23-214 (A) which requires registration and participation with the E-Verify Program. Agency shall ensure that all school-based staff meet all state and federal requirements for working with students, children, and parents. Agency facilitators and child care aides have been fingerprinted and criminal background checks have been completed.

## **2. LICENSES AND PERMITS:**

District shall be responsible for obtaining any and all licenses and permits from the state of Arizona, any country or city therein, or any other government agency necessary for the Program.

## **3. INDEMNIFICATION:**

To the extent allowed by law, each party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other party, its principals, members and employees (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”) brought against, incurred by or paid by such other party at any time, in any way arising out of or relating to this agreement, except to the extent finally judicially determined to have resulted from the fault of the indemnified party. This indemnification provision shall apply regardless of the form or action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.

The indemnifying party shall have the right to take over, settle, or defend all claims through counsel of the indemnifying party’s choice and under its sole direction, except that the indemnifying party shall not take any action or agree to any settlement that would adversely affect the indemnified party without the indemnified party’s written approval. The indemnified party must provide to the indemnifying party reasonable written notice of claim or potential claim, shall make all defenses available to the indemnifying party, and shall give the indemnifying party all assistance and authority, at the indemnifying party’s reasonable request.

Each party shall provide evidence of liability insurance to the other party upon request. IN addition, evidence of District’s automobile insurance policy shall be provided or the operation of any District owned vehicles that may be used in connection with the Program. District shall provide evidence that Workers’ Compensation Insurance is provided to District employees.

**4. RELATIONSHIP OF PARTIES/EMPLOYMENT DISCLAIMER** Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agency,

distributor, or representative of the other. Neither party shall act or represent itself directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. In addition, the Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other formal business association or organization of any kind.

## **5. CONFIDENTIALITY**

Each party is the owner of certain information that it keeps to be confidential and proprietary in nature ("Confidential Information"). For purposes of the Paragraph 5, "Disclosing Party" shall refer to the party that discloses Confidential Information, and "Receiving party" shall refer to the party that receives Confidential Information. Neither party will, during or subsequent to the term of this Agreement, directly or indirectly (a) use any of the Disclosing Party's Confidential Information for the benefit of anyone other than Disclosing Party, or (b) disclose any of the Disclosing Party's Confidential Information to anyone other than an employee, representative or agent of the Receiving party, to whom disclosure of such Confidential Information is necessary for the purposes permitted under this Agreement and who is obligated by written contract to protect the confidentiality thereof in a manner no less stringent than provided herein. Confidential Information does not include information (a) known to Receiving party at the time of disclosure to Receiving Party by Disclosing party, (b) publicly known through no wrongful act of Receiving Party, (c) rightfully received by Receiving Party from a third party who is authorized to make such disclosure, or (d) independently developed by Receiving Party other than pursuant to the Agreement.

The Receiving Party may disclose Confidential Information if required pursuant to applicable law, or under a government or court order; provided that (a) the obligations of confidentiality and non-use shall continue to the fullest extent not in conflict with such law or order, and (b) if and when Receiving party is required to disclose Confidential Information pursuant to any law or order. Receiving Party shall promptly notify Disclosing Party and use reasonable best efforts to obtain a protective order or take other actions as shall prevent or limit, to the fullest extent possible, public access to, or disclosure of, such Confidential Information.

In the event this Agreement is terminated, the receiving party shall cease use of the Confidential Information received from the Disclosing Party and, upon Disclosing Party's written request, shall promptly destroy, or return Confidential Information. In the event Disclosing Party requests destruction, Receiving Party shall provide written certification of the destruction within thirty (30) days of such request.

Because each party's obligations are personal and unique, and because the parties will have access to and become acquainted with each other's Confidential Information, each party agrees that its breach of this Agreement will result in irreparable harm to the other party. An injured party may enforce this Agreement and any of its provisions by injunction, specific performance, or other equitable relief without prejudice to any other rights and remedies that the injured party may have.

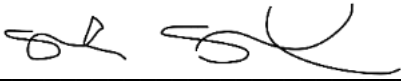
**6. NON-APPROPRIATION.**

All parties acknowledge that the District is a government entity, and the contract validity is based upon the availability of public funding under its authority. In the event that the public funds are unavailable and not appropriate for the performance of either's obligations under this contract, then this contract shall automatically expire without penalty to either party after written notice of the unavailability and non-appropriations of public funds. It is expressly agreed that neither party shall not activate this non appropriation provision for its convenience or to circumvent the requirements of the contract, but only as an emergency fiscal measure.

**7. TERMINATION OF AGREEMENT:**

Should circumstances arise which necessitate termination of this Agreement, either party may terminate this Agreement at any time, with or without cause, by giving 30 days' prior written notice. 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.

**Rising Youth Theatre:**

	Sarah Sullivan
Signature	Print Name
Producing Artistic Collaborator	8/4/2025
Title	Date

**Osborn School District:**

Signature	Print Name
Title	Date

**OSBORN SCHOOL DISTRICT NO. 8**

**August 19, 2025**

**Board Meeting**

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

**Agenda Item Number –V-J-10**

**Agenda Item**

**Approval of renewal of agreement with Arizona School for the Deaf and Blind**

For Board: ☒ Action ☐ Discussion ☐ Information

**Background –**

Each year the agreement between the Arizona State Schools for the Deaf and Blind (ASDB) and the Osborn Elementary School District is reviewed to determine continuation of the agreement. The agreement originated in 2020 and included an addendum in 2022 agreed upon by both parties. This is a new agreement for 5 more years and has no edits from prior agreement. Osborn continues to have students attending the ASDB school setting including this school year 2025-26

**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 continuation of the agreement with ASDB.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

<p style="text-align: center;"><b>AGREEMENT</b> Between The Arizona State Schools for the Deaf and the Blind and Participating Public Schools or Other Approved Educational Program</p>	RE: Regional Cooperative Agreement	
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## **I. INTRODUCTION AND AUTHORITY**

This Agreement is made and entered into between the following participants:

1. The Arizona Schools for the Deaf and the Blind (“ASDB”), which is authorized to enter into this agreement pursuant to A.R.S. §§ 15-1303(C) (2) and 11-951 *et. seq.*
2. \_\_\_\_\_, a school district or other approved educational program (“Participating School”) in an ASDB Regional Cooperative, that is authorized to enter into this agreement pursuant to A.R.S. §§ 15-764(A), -765(D), -183(H), A.R.S. § 11-951 *et seq.* or as otherwise authorized.

## **II. BACKGROUND AND PURPOSE**

ASDB provides education for students with hearing or visual disabilities to help these students become self-sustaining individuals. A.R.S. § 15-1302(B). As part of its mission, ASDB offers optional resources to schools that participate in regional co-operatives to meet the individualized needs of students with hearing or visual disabilities that are enrolled in the Participating Schools. A.R.S. § 15-1302 (A), (E).

The purpose of this Agreement is to establish how school districts, State Institutions and Other Approved Educational Programs throughout the State obtain ASDB’s specialized services for deaf and blind students by participating in a cooperative program that shares resources among Participating Schools in the regions.

This Agreement sets forth the types of services that ASDB can provide to the Participating School through its Regional Cooperatives and clarifies the allocation of collaborative and equitable responsibilities between the Participating School, an eligible student’s public education agency (“PEA”) or Other Approved Educational Program (which maintains primary responsibility for an eligible student’s education), and the Regional Cooperative (which provides services directly related to hearing loss or vision loss of the eligible student). This Agreement does not reallocate any responsibility for providing a Free Appropriate Public Education (“FAPE”) under federal or state law from the participating PEA to ASDB.

## **III. DEFINITIONS**

“Assistive technology device,” as that term is defined by 20 U.S.C. § 1401(1)(A), means any item, piece of equipment, or product system that is used to increase, maintain, or improve functional capabilities of a child with a disability.

“Assistive technology service,” as that term is defined by 20 U.S.C. § 1401(2) means any service that directly assists a child with a disability in the selection, acquisition, or use of an assistive technology device.

“Deaf-blindness,” as defined by 34 C.F.R. § 300.8(c)(2) means “concomitant hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational needs that they cannot be accommodated in special education programs solely for children with deafness or children with blindness.”

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“Deafness,” as defined by 34 C.F.R. § 300.8(c)(3) means “a hearing impairment that is so severe that the child is impaired in processing linguistic information through hearing, with or without amplification that adversely affects a child's educational performance.”

“Free appropriate public education” or “FAPE” as that term is defined by 20 U.S.C. § 1401(9), means “special education and related services that have been provided at public expense, under public supervision and direction, and without charge that meet the standards of the State educational agency include an appropriate preschool, elementary school, or secondary school education in the State involved and are provided in conformity with the Individualized Education Program.”

“Hearing impairment,” as defined by 34 C.F.R. § 300.8(c) (5) means “an impairment in hearing, whether permanent or fluctuating, that adversely affects a child's educational performance but that is not included under the definition of deafness.”

“IEP” means “individualized education program,” as that term is defined by 20 U.S.C. § 1401 (14) and 34 C.F.R. 300.320-328 and A.R.S. § 15-761(11).

“IEP Team” means “individualized education program team” as that term is defined by 34 C.F.R. 300.321, A.R.S. § 15-761(12) and A.A.C. R7-2-401(G).

“Institutional voucher” is the fund that provides monies for the education of a student who requires institutional placement or who has been placed in a residential facility by a state placing agency. A.R.S. §15-1204.

“Least Restrictive Environment” is the least restrictive and least intrusive setting in which the child’s educational needs can be safely and adequately met, including the treatment of the child’s qualifying diagnosis or behavioral health disorder. 34 C.F.R. 300.114-120.

“Multiple disabilities,” as defined by 34 C.F.R. § 300.8(c) (7), means “concomitant impairments (such as mental retardation-blindness or mental retardation-orthopedic impairment), the combination of which causes such severe educational needs that they cannot be accommodated in special education programs solely for one of the impairments.”

“Other Approved Educational Programs” as that term is used in A.R.S. § 15-1302 (D) & ( E ) includes , but is not limited to, charter schools which are defined as public schools , A.R.S § 15-101 (4) and elementary and secondary educational facilities funded by the Bureau of Indian Affairs Grant as BIE, Tribally Controlled or Community Schools

Party” or “Parties” means ASDB or the Participating School, the parties to this Agreement.

“Public Education Agency” or “PEA” means a school district, charter school, accommodation school, state supported institution, or other political subdivision of the state that is responsible for providing education to children with disabilities.” A.A.C. R7-2-401(B) (16).

“Qualified Student,” as that term is used in this Agreement, means a student with deafness, hearing impairment, deaf-blindness, or visual impairment (as defined in this section) who is enrolled in a school that participates in a Regional Cooperative.

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“Regional Co-operative” or “Cooperative” means a “regional program in appropriate locations in this State,” A.R.S. § 15-1302(A), that offers optional services to enable Participating Schools to identify and to serve students enrolled in those schools with a hearing impairment, deafness, and/or a visual impairment more efficiently and cost-effectively than they could do separately.

“Related services,” as that term is defined by 20 U.S.C. § 1401(26), means supportive services designed to enable a student with a disability to receive a FAPE as described in the student’s IEP.

“Student” means a “[person] with disabilities” pursuant to 34 C.F.R. 300.7, who is between the ages of three and twenty-two who has not received a regular high school diploma.

“Supplementary Aids and Services,” as that term is defined by 20 U.S.C. § 1401(33), means aids, services, and other supports that are provided in regular education classes or other education-related settings to enable children with disabilities to be educated with nondisabled children to the maximum extent appropriate.

“Visual impairment,” as that term is defined by 34 C.F.R. § 300.8(c) (13), includes blindness and means “an impairment in vision that, even with correction, adversely affects a child’s educational performance. The term includes both partial sight and blindness.”

#### **IV. RESPONSIBILITIES**

- A. The Participating School is responsible for providing a FAPE to every student enrolled in its school(s).
  1. As the student’s PEA or Other Approved Educational Program, , the Participating School must establish an IEP for its Qualified Student that meets the standards set forth in applicable federal and State laws, including but not limited to: adherence to procedural safeguards, child find, evaluation, consideration of the appropriate continuum of services and supports for students, establishment of measurable IEP goals, and identification of instructional or support services by appropriate personnel pursuant to A.A.C. R7-2-401(G).
    - a. The Participating School is responsible for identifying the need for services related to hearing or visual impairment.
    - b. If a student’s suspected or confirmed hearing or visual disability begins to interfere with educational progress, the Participating School should contact ASDB as soon as possible.
      - i. When the Participating School requests services from ASDB, ASDB (through the Regional Cooperative) will make its staff available or require its staff to participate in team meetings relating to identification, evaluation, or placement of a Qualified Student attending the Participating School when ASDB’s participation is deemed appropriate or necessary by mutual agreement of the Parties.
      - ii. The Participating School shall notify the Regional Cooperative’s staff in writing of such meetings sufficiently in advance of such meetings.

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- iii. The time for providing notice must be reasonable under the circumstances to allow Regional Cooperative staff to complete mandatory evaluations pursuant to A.R.S. § 15-761(8),(39), and A.A.C. R7-2-401(E), and to attend meetings regarding eligibility or placement decisions.
    - iv. The Participating School must provide notice to ASDB as early as possible, but no later than the date that it notifies the parent of the student or the adult student of the meeting.
  - c. The Participating School is responsible for ensuring that the student receives a FAPE in conformity with his or her IEP pursuant to 34 C.F.R. § 300.17(d), including special education and related services for students with multiple disabilities that are in addition to the student's hearing loss or vision loss.
- 2. The Participating School shall assist ASDB in providing the qualified services by:
  - a. To the extent legally permissible, providing transportation necessary to enable its Qualified Students to access the programming or other services that are provided by ASDB through the Regional Cooperative pursuant to this Agreement. Such services may be provided at the instant Participating School or at other Participating Schools within the area covered by the Regional Cooperative.
  - b. Providing space and non-specialized materials and equipment for services provided by the Regional Cooperative at the Participating School site.
  - c. Cooperating with the Regional Cooperative to facilitate the delivery of services provided by the Regional Cooperative.
  - d. Providing all other special education and related services not related to hearing loss or vision loss.
- B. ASDB shall offer services related to visual and hearing disabilities to Qualified Students enrolled at the Participating School in its Regional Cooperative.
  - 1. ASDB will provide oversight and management over the Regional Cooperative's operations.
    - a. ASDB will employ a Regional Director to oversee the planning, development, operation, and daily function of the Regional Cooperative.
    - b. The Regional Director will receive support and guidance from the "ASDB Regional Advisory Council"
      - i. The Advisory Council is a group of individuals, representing Participating Schools and ASDB that reviews guidelines for the administration of the Regional Cooperatives and provides support, program guidance and the exchange of information for the Regional Directors of the Regional Cooperatives.

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- ii. All financial decisions, including but not limited to: setting membership rates, establishing fee schedules, reimbursing tuition vouchers, and approving expenditures of the Regional Cooperative's revenues remain the sole responsibility of ASDB.
- 2. ASDB, through its Regional Cooperative, shall provide resources to the Participating School.
  - a. Resources directly related to or resulting from an Qualified Student's hearing loss or vision loss pursuant to A.R.S. § 15-1302(D) include:
    - i. Assessments.
    - ii. Program planning and staff development.
    - iii. Information services for parents, families and the public.
    - iv. Research and development to promote improved educational programs and services.
  - b. With reasonable advance notice from the Participating School, ASDB, through its Regional Cooperative will:
    - i. Make its staff available or require its staff to participate in team meetings relating to child find, evaluation, or placement of a student attending a participating public school when ASDB's participation is appropriate or necessary by mutual agreement of the Parties.
    - ii. Assist the Participating School to complete mandatory evaluations for eligibility or placement decisions.
  - c. If a Qualified Student newly enrolls or transfers into a Participating School, the Participating School may make a temporary 30-day placement for the Qualified Student.
    - i. A Participating School that makes a temporary 30-day initial placement shall notify ASDB within 5 days of the placement.
    - ii. Upon receiving the required notice, ASDB, through its Regional Cooperative, will make its staff available or require its staff to participate in the 30-day review.
- 3. ASDB, through its Regional Cooperative, will provide resources for Qualified Students when the resources are necessary as determined by the IEP team and by mutual agreement of the Parties to address the hearing or visual disability.
  - a. The available resources for qualified students may include:
    - i. Special curriculum.
    - ii. Equipment and materials.

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iii. Supplemental related services.

iv. Special short-term programs.

b. Exclusions:

i. ASDB will not provide instruction and services to Qualified Students that do not directly relate to hearing or visual disabilities. Examples of services that ASDB will not provide include, but are not limited to: medical care, nursing services, behavioral health aides, foreign language interpreters, mobility devices for physical disabilities, occupational or physical therapy, speech/language therapy, and/or transportation.

ii. ASDB will not duplicate existing services available at the Participating School pursuant to A.R.S. § 15-1302(E).

c. ASDB, through its Regional Cooperative, shall make reasonable efforts to meet the needs of any Qualified Student but this Agreement shall not obligate ASDB or its staff to: assume any duty that is not required by law, perform an impossible or impracticable action, or expend public resources in excess of its available funds.  
A.R.S. § 1-254.

4. **Addendum A** sets forth examples of services that may be available for the Participating School or its Qualified Students from ASDB, through its Regional Cooperative. This list is not comprehensive, exclusive, or binding. It is subject to modifications and provides examples, not assurances. This list shall not be construed by any party or persons to create any benefit for any party, organization, or person that is enforceable by law.

C. This Agreement does not relieve any party of its legal duties under applicable Federal or State law.

## V. FINANCING

### A. Background.

1. **Administrative costs.** The State of Arizona provides ASDB with a legislative appropriation that supports the administrative costs of operating the Regional Cooperatives and providing services on behalf of the Participating Schools.
2. **Instructional and service costs.** The Participating Schools that join the Regional Cooperative combine their resources to share the costs associated with the specialized instruction, services, and equipment that pertain to the hearing or visual disabilities of qualified students enrolled in the Participating Schools.

### B. Membership fees.

1. Each participating school pays a membership fee for its membership in the Cooperative.

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2. ASDB has established the membership fees with the intent that these fees will cover the cost of Supplementary Aids and Services that pertain to hearing or visual disabilities for Qualified Students enrolled in the Participating School.
  3. The membership fee schedule for schools in each Region is attached as **Addendum B** to this Agreement and is incorporated by reference. The membership fee schedule is subject to modification on an annual basis. ASDB shall provide a Participating School with reasonable and timely notice of any changes to the membership fee schedule prior to billing at an adjusted rate.
- C. **Instructional Costs.** Schools that participate in the Regional Cooperatives share the instructional costs related to hearing or visual disabilities for a Qualified Student enrolled at a Participating School either through institutional voucher funds or through a fee for services agreement.
1. **Institutional vouchers.** A Regional Cooperative may apply for and use an institutional voucher, *see* A.R.S. §§ 15-1201 through -1205, towards the instructional costs of its Qualified Student(s).
    - a. Participating Schools, unless otherwise agreed upon by ASDB, shall use the institutional voucher to pay ASDB, through its Regional Cooperative, for services that address the hearing and visual disabilities of qualified students. *See* A.A.C. R7-2-404(A).
    - b. The use of an institutional voucher to pay for services from ASDB, through its Regional Cooperative, does not divest responsibility from the Participating School for providing a FAPE.
      - i. A Participating School that uses an institutional voucher to pay for cooperative services cannot designate ASDB, its Regional Cooperatives, or its employees, as the PEA that is responsible for providing an education to Qualified Students.
      - ii. A Qualified Student, whose Participating School uses the institutional voucher to pay ASDB for services provided through its Regional Cooperatives, is not “enrolled” or “attending” ASDB, as contemplated by A.A.C. R7-2-404(A).
    - c. In appropriate situations, the Participating School may be eligible for reimbursement of unexpended institutional vouchers payments. *See* **Addendum C** for an example of anticipated reimbursements to participating schools.
    - d. **Additional Fees or Costs.** In certain situations, ASDB may need to assess fees and/or costs incurred by ASDB to the Participating School when the costs for services that are directly related to a Qualified Student’s hearing impairment, deafness and/or a visual impairment exceed institutional voucher funds.

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- i. Additional costs will be negotiated on a case by case basis, approved by the ASDB Superintendent, the Regional Director of the Regional Cooperative, and the appropriate designee of the Participating School.
  - ii. ASDB, through the Regional Cooperatives, may not incur any obligation or make any expenditure that is not authorized by appropriation or allotment to provide specific services for a Qualified Student pursuant to A.R.S. § 1-254.
2. **Fee for services.** For those students with additional disabilities identified by the MET/IEP. a Participating School shall reimburse ASDB for its costs in providing services through the Regional Cooperative under a Fee For Service agreement *See Addendum D.*
  - a. A fee for service schedule will vary depending on location, nature, duration, and extent of services provided by ASDB through its Regional Cooperative.
  - b. The fees for services may change at unexpected intervals. ASDB shall provide a Participating School with reasonable and timely notice of any changes to a fee schedule prior to billing at an adjusted rate.
3. ASDB, through its Regional Cooperatives and Regional Directors, shall maintain the budgets for each Regional Cooperative.

## VI. DURATION, TERMINATION, AND DISPOSITION OF PROPERTY

- A. **Duration.** This Agreement shall become effective after approval by each Party's respective Governing Board on the later of the date of execution by ASDB and the Participating School.
  1. The duration of the Agreement shall be for 5 years after the date of execution.
  2. It may be extended for an additional 5 years upon approval of the parties' respective Governing Boards.
- B. **Termination.**
  1. The parties may terminate this Agreement prior to the end of its terms as follows:
    - a. **Mutual Agreement.** The parties may terminate the Agreement by mutual agreement by providing written notice of termination specifying the date of termination prior to termination of the Agreement. ASDB shall continue to provide services, through its Regional Cooperative, and the Participating School shall continue to pay for the services throughout the notification period.
    - b. **Unilateral.** Either party may terminate the Agreement by providing written notice of termination 90 days prior to termination. ASDB shall continue to provide services, through its Regional Cooperative, and the Participating School shall continue to pay for the services throughout the notification period.

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2. **Termination by law.** Notwithstanding any other provision regarding duration or termination of this Agreement, this Agreement is subject to termination by the following operations of law.

- a. **Non-Availability of Funds.** This Agreement shall be subject to available funding and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and authorized for purposes outlined in this Agreement.
  - i. If funds are reduced or otherwise unavailable, either Party may take any of the following actions: (1) cancel the Agreement by providing advanced written notice to the other Party or (2) revise the requirements imposed by this Agreement to reduce the level of services or compensation through a written amendment mutually executed by the Parties.
  - ii. If funds are not allocated and available for the continuance of this Agreement, the non-appropriated party may terminate this Agreement by providing advanced written notice to the other Party as outlined above in Section VI(B)(2)(a)(i) and such termination shall be effective at the end of the period for which funds are available.
  - iii. The Superintendent of ASDB and the Governing Board of the Participating School shall have sole discretion to determine the availability of funds for its respective entity.
  - iv. Each party shall notify the other party as soon as possible when services or payment may or will be affected by a fund shortage.
  - v. No liability shall accrue to the terminating party in the event this provision is exercised, and the terminating party shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

3. **Conflict of Interest Cancellation.** This Agreement is subject to cancellation under A.R.S. § 38-511, as it pertains to the cancellation of State contracts.

C. **Disposition of Property upon Termination of Agreement.** Property acquired by the Parties in order to perform its respective responsibilities and obligations under the terms of this Agreement shall be disposed of upon termination of the Agreement as follows:

1. All property purchased by ASDB shall remain the sole property of ASDB;
2. All property purchased by a Participating School shall remain the sole property of the Participating School.

## VII. GENERAL TERMS AND CONDITIONS

A. **There are no third party beneficiaries.** This Agreement shall not be construed to provide any additional rights, causes of action, or participation in the placement process

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to any students, parents, or interested persons beyond those enumerated in federal or state law.

- B. **Modification:** Modifications within the scope of this Agreement shall be made by mutual consent of the parties, and by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. Notwithstanding this provision, ASDB may modify fee schedules or membership rates in the manner specified, above.
1. Either Party shall give written notice to the other Party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:
    - a. Change of telephone number.
    - b. Change in authorized signatory.
    - c. Change in the name and/or address of the person to whom notices are to be sent.
- C. **Civil Rights Assurance and Nondiscrimination.** The parties agree to comply with Chapter 9, Title 41, Arizona Revised Statutes (Civil Rights), Arizona Executive Order No. 2009-09, and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.
- D. **Records and Audits.** Pursuant to A.R.S. §§ 35-214, 35-215, and 41-2548, all books, accounts, reports, files and other records relating to this Agreement shall be subject, at all reasonable times, to inspection and audit by the State during the term of this Agreement and for five years after the termination of this Agreement.
- E. **Indemnification**

**For District schools and “Other Approved Educational Programs that meet the definition of “public agency” in A.R.S. § 11-951 et seq.:** Neither party to this Agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder.

**For Charter Schools and Other Approved Educational Programs (not meeting the definition of “public agency” in A.R.S. § 11-951 et seq.:** The Participating School shall indemnify, defend, save and hold harmless the Arizona State Schools for the Deaf and the Blind, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (“Claims”) for bodily injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Participating School or any of its owners, officers, directors, agents, employees or subcontractors. The indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such Participating School to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree that is applicable to the Participating

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School. It is the specific intention of the parties that the indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the indemnitee, be indemnified by the Participating School from and against any and all claims. It is agreed that the Participating School will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

- F. **Insurance for Charter Schools and Other Approved Educational Programs (not meeting the definition of “public agency” in A.R.S. § 11-951 et seq.):** The Participating Schools shall obtain and maintain insurance in accordance with the laws of the State of Arizona.

**Waiver of Rights:** The Participating School and its insurers providing the required **coverage** shall waive all rights of recovery against the State of Arizona and the Arizona State Schools for the Deaf and the Blind.

- G. **Participation in Similar Activities.** This Agreement in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- H. **Limitations.** Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of parties in performing functions beyond those granted to them by law, or as requiring the parties to expend any sum in excess of its appropriations.
- I. **Confidentiality.** Both Parties agree to comply with all applicable state and federal privacy laws including the federal Family Educational Rights and Privacy Act of 1974 and the Health Insurance Portability and Accountability Act of 1996.
- J. **Anti-Trust Violations.** The parties shall assign any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the parties toward fulfillment of this Agreement to the State of Arizona.
- K. **Privatization.** To the extent that this Agreement may require or lead to the privatization of any governmental function, the parties agree to comply with the requirements of A.R.S. § 41-2772.
- L. **Choice of Law.** This Agreement shall be construed in accordance the laws of the State of Arizona.
- M. **Arbitration:** To the extent required by A.R.S. §§ 12-1518(B) and 12-133, the parties agree to resolve any dispute arising out of this agreement by arbitration, except as may be required by other applicable statutes.
- N. **Entire Agreement:** This Agreement contains the entire agreement of the Parties and supersedes all oral representations, negotiations, and prior writings between the parties with respect to the subject matter hereof.

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VIII. **NOTICES, REPORTS, CORRESPONDENCE** shall be sent to the following addresses:

ASDB Regional Administrator	Participating School Administrator
<div style="display: flex; justify-content: space-between;"> <div>Signature</div> <div>Date</div> </div>	<div style="display: flex; justify-content: space-between;"> <div>Signature</div> <div>Date</div> </div>
Typed Name and Title	Typed Name and Title
Mailing Address	Mailing Address
City/State/Zip	City/State/Zip

**IX. SIGNATURE AUTHORITY**

- A. This Agreement is entered into and is effective as of the date of the last signature.
- B. By signing below, the signer certifies that he or she has the authority to enter into this agreement and has read the foregoing and agrees to accept the provisions herein.
- C. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

ASDB Administrator	Participating School Administrator
<div style="display: flex; justify-content: space-between;"> <div>Signature</div> <div>Date</div> </div> Shaina Cooper, Assistant Superintendent	<div style="display: flex; justify-content: space-between;"> <div>Signature</div> <div>Date</div> </div>
Typed Name and Title	Typed Name and Title
Mailing Address	Mailing Address
City/State/Zip	City/State/Zip

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**Attorney approval required.**

This Agreement has been reviewed, pursuant to A.R.S. §11-952, if applicable, by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Participating School Governing Board.

By:

\_\_\_\_\_  
Legal Counsel for Participating School

\_\_\_\_\_  
Date

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

This Agreement has been reviewed, pursuant to A.R.S. §11-952 if applicable, by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the ASDB Governing Board.

By:

\_\_\_\_\_  
Legal Counsel for ASDB

\_\_\_\_\_  
Date

Debra Sterling, Assistant Attorney General

Printed Name



## **ADDENDUM A**

### **COOPERATIVE SERVICE OPTIONS AVAILABLE**

In collaboration with ASDB's participating educational partners in Arizona, the regional cooperatives provide comprehensive direct, indirect, and non-teaching services related to students with qualified hearing and visual needs. Addendum A outlines examples of service options available to member districts and schools. Regional Cooperative Directors can provide further guidance on additional services options available upon request.

#### **Itinerant Services**

The qualified staff of Teachers of the Deaf/Hard of Hearing and Teachers of the Blind/Visual Impaired develop and revise individual educational plans with emphasis on specialized instruction, related services, and equipment for identified students with hearing or vision eligibilities.

Direct or consultative itinerant service may include, but are not limited to, specialized instruction per IEP team decision related to students hearing and/or vision needs.

Examples of specialized instruction for students who are deaf/hard of hearing are:

- Pre-teaching of concepts and vocabulary
- Listen and spoken language instruction
- Reading and writing instruction in conjunction with general education curriculum of the school district
- Content vocabulary
- Use of prior knowledge to expand on conceptual knowledge of classroom curriculum
- Instruction on the role and usage of an educational interpreter

Examples of specialized instruction for students who are blind or who have low vision are:

- Braille instruction
- Nemeth instruction
- Keyboarding skills
- Instruction on use of assistive technology/devices to access the general educational curriculum
- UEB instruction

## Addendum A

Related services include, but are not limited to, services provided to students with hearing and/or vision needs determined by the IEP Team.

Examples of related services for students who are deaf and/or hard of hearing, including deafblindness are:

- Educational interpreting
- Intervener
- Educational audiologists

Examples of related services for students who are blind or have low vision are:

- Orientation and mobility
- Braille production services
- Low vision support

Specialized equipment may include, but is not limited to, equipment related to the hearing and/or vision needs determined by the IEP Team.

Examples of specialized equipment for students who are deaf and/or hard of hearing, including deaf blindness are:

- Hearing assistive technology (HAT)
  - FM Technology
  - Infrared Technology
  - Bluetooth Technology
  - Hybrid Technology

Hearing Assistive Technology (HAT) includes a variety of amplification options that are individually selected to match the personal hearing needs of each student. This technology is professionally prescribed and routinely serviced to ensure excellent reliability and quality auditory access in diverse learning environments. The purpose of this technology is to enhance hearing accessibility for students without personal amplification as well as students with personal amplification such as hearing aids and implantable devices. Hearing Assistive Technology (HAT) equipment employs the advantages of both individually worn systems and classroom systems to best accomplish this goal.

Examples of specialized equipment for students who are blind and/or have low vision are:

- Braille writing devices
- Braille displays
- Compatible printers/scanners/OCR readers
- Screen readers/Reading applications
- Portable video magnifiers

## Addendum A

- iPads/Laptop with textbooks/Internet access/Screening sharing software
- Lighting options
- Hand held magnification for near and distance

### **Non-Teaching Services**

In collaboration with district education partners in Arizona, the regional cooperatives provide non-teaching services that support education programming for students with Hearing, Vision and Deafblind needs per the IEP Team decision.

Non-teaching services may include, but are not limited to:

- Support the educational programming
- Routine audiological testing and equipment monitoring for students using HAT
- Assistive Technology evaluations
- Functional Vision Assessments and/or Learning Media Assessments
- Clinical Low Vision examinations
- Training and technical assistance to general education and/or special education support teams
- Participation in initial re-evaluation process and related hearing and/or vision needs
- Orientation and Mobility training
- Active participation on multidisciplinary evaluation teams for initial and reevaluation of students with hearing and/or vision needs, including deafblindness



**ADDENDUM B**

**MEMBERSHIP  
FEES**

Membership Fee for School Districts or Charter Schools

Fewer than 200 Students	\$	300.00
200 to 999 Students	\$	550.00
1000 to 4999 Students	\$	800.00
5000 or more	\$	1,050.00

Membership Fee for Other Approved Educational Programs

\$ 550.00



## **ADDENDUM C**

ASDB will reimburse up to \$1,500.00 per school year to member districts for each student whose institutional voucher is received – prorated based on the school calendar of the Participating School and the starting and ending dates of services provided to the student.



## ADDENDUM D FEE FOR SERVICE SCHEDULE

Fee for service rates are consistent across the regional cooperatives. Rates are based on the number of service minutes designated by a student IEP and must be provided by ASDB staff, and may include specialized equipment assigned to students.

Students who are not vouchered by ASDB but require provision of services for vision and/or hearing needs are placed on a fee for service schedule dependent on level of service. Those services are billed twice yearly by ASDB's Business Services.

### **Fees by Service Level for School Districts and Charter Schools**

#### **Direct Service** (No equipment provided)

Direct/Indirect .....Up to 1 hour monthly .....\$3,080.00

#### **Itinerant Services** (Equipment provided per IEP recommendation)

Level I.....Up to 1½ hours of service per week .....\$5,769.50

Level II .....More than 1½ and up to 3 hours of service weekly .....\$8,068.50

Level III.....More than 3 and up to 5 hours of service weekly .....\$12,100.00

Level IV.....More than 5 and up to 10 hours of service weekly .....\$17,886.00

Level V .....More than 10 up to 15 hours of service weekly.....\$23,650.00

### **Fees by Service Level for Other Approved Educational Programs**

#### **Direct Service** (No equipment provided)

Direct/Indirect .....Up to 1 hour monthly .....\$4,004.00

#### **Itinerant Services** (Equipment provided per IEP recommendation)

Level I.....Up to 1½ hours of service per week .....\$7,499.80

Level II .....More than 1½ and up to 3 hours of service weekly .....\$10,488.50

Level III.....More than 3 and up to 5 hours of service weekly .....\$15,730.00

Level IV.....More than 5 and up to 10 hours of service weekly .....\$23,251.80

Level V .....More than 10 up to 15 hours of service weekly.....\$30,745.00

**OSBORN SCHOOL DISTRICT NO. 8**

**August 19, 2025**

**Board Meeting**

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

**Agenda Item Number –V-K**

**Agenda Item**

**Approval of 2025/26 Student Fees**

For Board: ☒ Action ☐ Discussion ☐ Information

**Background –**

Below is a summary of the 2025/26 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.

<b>Fees</b>	<b>Summary</b>
Extra-curricular/ Tax credit Fee	\$2
Field Trips / entrance fee	Varies based on trip entrance fee
Band Instrument Rental	\$40
Sport/athletic fee (OMS)	\$10 per season
Lost/damaged library Books	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**

**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 2025/26.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

P/F

**OSBORN SCHOOL DISTRICT NO. 8**

**August 19, 2025**

**Board Meeting**

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

**Agenda Item Number –V-L**

**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 2025, 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 2025/26.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**2025/26 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 19, 2025 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, 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 and may list a preference. The district will attempt to honor the preferences. These funds may be spent for activities meeting the identified criteria before, during and after school.

Governing Board President \_\_\_\_\_

Governing Board Member \_\_\_\_\_

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Clarendon School 4 <sup>th</sup> - 6 <sup>th</sup> 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 <sup>th</sup> - 8 <sup>th</sup> 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 19, 2025**

**Board Meeting**

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

**Agenda Item Number –V-M**

**Agenda Item**

**Approval of the Prop 301 Performance Based Compensation Plan for 2025/26**

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 24-25 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.

**25-26 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 25-26 school year will begin in August 2024-May 2025

**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 25-26

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**OSBORN SCHOOL DISTRICT NO. 8**

**August 19, 2025**

**Board Meeting**

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

**Agenda Item Number –V-N**

**Agenda Item**

**Approval of out of state travel for Governing Board Members Violeta Ramos, Ed Hermes, Rhiannon Ford and Eric Thompson, and Superintendent Dr. Michael Robert to attend the 2026 NSBA Advocacy & Equity Institute February 1-3, 2026 in Washington DC.**

For Board: ☒ Action ☐ Discussion ☐ Information

**Background –**

The approval is for out-of-state travel for all listed Governing Board Members and the superintendent to attend the 2026 NSBA Advocacy & Equity Institute, February 1-3, 2026 in Washington DC. All names are included in this board page, however board members will indicate at the meeting their intention of attending, and the motion to approve will ultimately reflect ONLY the members who will be attending.

**Legal**

**Financial**

We have remaining airfare credits with American Airlines from the canceled NIET conference travel from last year, so any airfare would be covered for attending individuals.

Conference fee: \$880 per person (if completed before November 14)

Anticipated hotel costs: \$325 per night per individual

Airfare: \$0

All costs for the conference would be from the allocated M&O budgets for Superintendent and/or Governing Board professional development.

**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 \_\_\_\_ (to be clarified at the meeting) \_\_\_\_ to attend the 2026 NSBA Advocacy & Equity Institute in Washington DC

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**OSBORN SCHOOL DISTRICT NO. 8**

**August 19, 2025**

**Board Meeting**

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

**Agenda Item Number –VI**

**Agenda Item**

**Board Presentation- Superintendent**

For Board: ☐ Action ☒ Discussion ☒ Information

**Background –**

Supt. Dr. Michael Robert will share the work done with the Portrait of a Learner conducted with all Osborn staff, community, and board members in the spring of 2025. The administrative team analyzed the data and utilized the information shared to devise the list of 5 attributes and definitions.

**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**

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

OSBORN SCHOOL DISTRICT NO. 8

August 19, 2025

Board Meeting

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

Agenda Item Number –VII-A

**Agenda Item**

**Administrative Reports**

For Board: ☐ Action ☒ Discussion ☒ Information

**Background –**

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.

**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:** 8/6/2025

**Re:** Summer 2024 Events

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## Staff Highlights

We are excited to kick off a new school year filled with energy, optimism, and a strong sense of purpose. Our students returned last week, and it has been a joy to see classrooms come to life with learning and connection. Teachers and staff have worked hard to create welcoming environments and set the stage for a successful year. Many teachers engaged in professional learning opportunities – Kagan Cooperative Learning, Conscious Discipline, 5th/6th Math Training – and are ready to bring that new learning to life in their classrooms this year.

We're focused on building strong relationships, setting high expectations, and supporting every student to grow academically and socially. It's been a smooth and positive start, and we're looking forward to the great year ahead.



## Student Highlights

Upcoming Events:

- Peter Piper Fundraiser → Tuesday, August 12 from 4 - 8 pm
- National College Apparel Day → Friday, August 29
- Bring Your Special Person Day → Thursday, September 4

# Encanto Board Report

**To:** Osborn School District Governing Board

**Date:** 08/07/2025

**Re:** August School Events

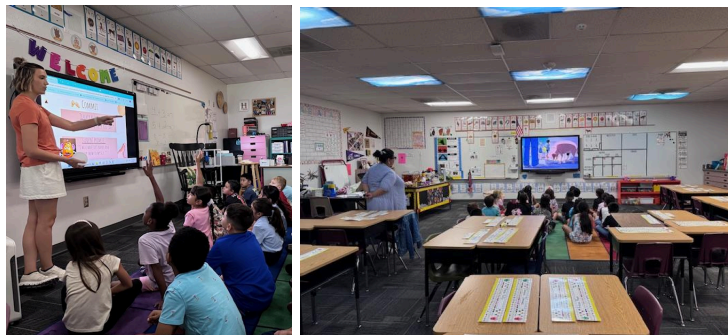


## Staff Highlights

**Teachers Back to School and Back to Work** – This year at Encanto, we are committed to pushing our students to new heights in academic achievement and fostering true ownership of their learning. Our dedicated teachers went above and beyond this summer, engaging in professional growth opportunities such as Kagan Training and Conscious Discipline. Others partnered with Osborn’s curriculum department to design instructional guides that will strengthen lesson planning and instruction throughout the year. These efforts reflect the dedication, expertise, and collaborative spirit of our team. Together, we are setting ambitious goals to ensure every student reaches their full potential—and we are ready to make it happen.

## Student Highlights

**First Day of School for Roadrunners** – The first day of school was a tremendous success at Encanto. Our Roadrunners arrived eager and ready to learn, filling classrooms with excitement and energy. Smiles were everywhere as students met their teachers, reconnected with friends, and made new ones. The day set a joyful and positive tone for the year ahead, and we are excited for the rich learning, growth, and adventures that await our students in the months to come.



## Partnership Highlights

Encanto’s PTO is our community highlight for the month. We are grateful to our outstanding PTO for providing a warm and welcoming back-to-school breakfast for staff, as well as generously contributing gift cards to teachers for classroom supplies. We look forward to upcoming PTO-sponsored events, including our Peter Piper Pizza nights on August 13th and 14th. We extend our sincere thanks to the PTO and all Encanto families for their continued partnership and support.

# Longview Board Report

**To:** Osborn School District Governing Board

**Date:** 8/10/25

**Re:** August 2025

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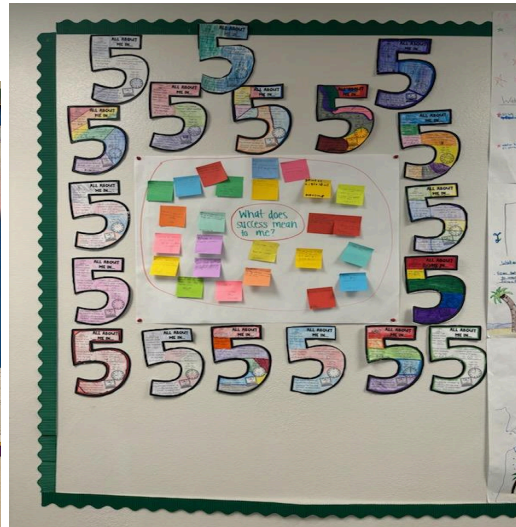


## **Staff Highlights and student highlights**

I am so very proud of our students, staff members, families, and community as a whole as we had a highly effective school year last year. This effectiveness resulted in a much improved letter grade/points received from the state. We are set to do even more amazing things this year and our theme reflects our goals for the year.... "Excellence is the Expectation!"

## **Student Highlights**

Our students are back and so excited to share who they are with their new teachers and that student knowledge is key to our success at Longview. Here are some examples of how our teachers provide opportunities for our students to share who they are:



## **Partnership Highlights**

Once again this year we had our partner group, Valle Del Sol, have their back to school community event at Longview. This event was a huge success and served hundreds of families.

# Montecito Montessori Board Report

**To:** Osborn School District Governing Board

**Date:** 8/6/25

**Re:** August 2025 Events



## Community Highlights

This year's theme is 'metamorphosis' – of learning, growing and changing, not only for our students, but also our structures. We look forward to construction starting soon!

We are thrilled to kick off the school year with 8 classrooms this year! Just two years ago we started the year with 3 classes!

**Primary Classrooms (ages 3–5):** Ms. Tere and Ms. Lenda (English); Ms. Itzel and Ms. Yazmin (Dual Language); Ms. Magali and Ms. Maggie (Dual Language); Ms. Marina and Ms. Maria Emilia (Dual Language)

**Lower Elementary (ages 6–9):** Ms. Katrina (English); Ms. Jill (English–Dual); Mr. Jess (Spanish–Dual)

**Upper Elementary (ages 10–12)** Ms. Stacey (English)



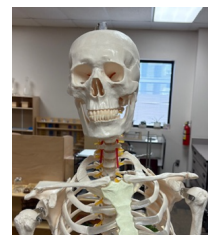
## Student Highlights

Our students have plunged into learning this first week of school. Students are writing about what it means to be a friend, constructing their learning through fine motor skills practice and practical life activities, and working together to master key skills.



## Staff Spotlight

**Nurse Bones** – J Bones Allen is our community's RN (and preferred not to be photographed 😊). He is so much more though. He happily greets students in the morning at drop off, supports lunch recess, helps out in the cafeteria, helps us send the students home at pick up and is pretty much willing to help wherever needed. He is a true asset to the Montecito community.



## Partnership Highlights

Our Monarch PTO has really stepped up to support the beginning of the school year in a variety of ways, and we value their ongoing partnership. They have provided time to support our new pick up routines, coordinated extra shade for our students and are working on a project that includes extra shade and sand to ensure our primary students have access to key practical life options on our playground - our sand and water tables. Updates coming soon!



# Community PreK Board Report

**To:** Osborn School District Governing Board

**Date:** 8/6/25

**Re:** August 2025 Events



## Community Highlights

We are thrilled to kick off the school year with 5 classrooms this year! We currently have 73 students in classrooms and 20 pending enrollments. Ms. Sabrina is working hard to enroll and welcome our new additions within the next week. Just two years ago we started the year with 3 classes!

**Encanto Elementary:** 3's Class: Ms. Lupe and Ms. Yuleica; 4's class: Ms. Blanco and Ms. Valencia

**Longview Elementary:** 4's Class: Ms. Rocio and Ms. Annette

**Solano Elementary:** 3's Class: Ms. Giselle and Ms. Sherri; 4's Class: Ms. Valles and Ms. Mary Jo

**NEW – District Preschool Coordinator:** Mrs. Bethany Stein-Johns. Ms. Bethany is new to our team this year and has been a wonderful addition. She brings several years of experience in early childhood and will be a great support for our teachers and students.

## Student Highlights

★ Our students were welcomed this year with well-appointed teachers and classrooms. During the last two years, our program has benefitted from early childhood grant funds that have provided new furniture, curriculum and supplies. We hope new opportunities for funding are available for future years so we can continue to provide the best possible learning environment and experiences for our students.

★

## Staff Spotlight

**Mrs. Ana Valencia** – Mrs Valencia has been in the district and at Encanto Elementary for over 20 years. She has spent most of those years supporting kindergarten and now joins the preK team with Ms. Blanco. We are so fortunate to have her expertise and kind heart in our program.



# OMS Board Report

**To:** Osborn School District Governing Board

**Date:** 8/6/2025

**Re:** July 2025 Events

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## Staff Highlights

OMS staff kicked off the new school year on Monday, July 28, and immediately jumped into preparing for Meet the Teacher Night on July 29 and welcoming students back to campus on Thursday, July 31!

We had a fantastic turnout for Meet the Teacher Night! Students were excited to pick up their schedules and meet all of their teachers for the upcoming school year.

A big thank-you to our transportation department for doing an excellent job sharing bus information with families. In addition to meeting teachers, families also received AASA score reports, learned about sports opportunities, and connected with our school social worker. We were also grateful to have representatives from Valle del Sol on campus to share information about the services they provide.

## Student Highlights

-Our Firehawks have been hard at work since the first day of school! Teachers have focused on expectations and community building during the first couple days of school. During our first full week of school, our teachers are beginning to integrate the curriculum while continuing to focus on integrating structures that provide opportunities for student to student interaction.

-We will be holding a school wide assembly on Friday, August 8th to celebrate the first week! We will be introducing our staff to walk out songs and then hosting a game of trivia between our Firehawk classes. It will be a great way to end the week!

## Partnership Highlights



-Osborn Middle Served as one of 16 host sites for the 22nd Annual Native American Basketball Invitational (NABI) Tournament. A total of 202 boys' and girls' teams from across the country and Canada participated in the tournament from July 23rd-July 26th. Games were held from 8:00 am to 10:00 pm on Wednesday through Thursday that week. The semifinal and championship games were held at the Phoenix Arena. We are so proud to share that John Mattingly, a former OMS Firehawk and currently a Junior at Central High School was a member of the boys' championship team and was named tournament MVP. Also, we want to shout out Sean Montano Greene, Dani Naylor, Mack Frederick, Emilio Gomez, Cecilia Chevalier, Patricia Wharton, Griselda Norzagaray, Michelle Kingsland, Tatiana Torres, Alexa Moreno, Allison Ahl-Gomez and Carol Hayes for volunteering at the tournament! Matt Brodt, who served as the OMS gym coordinator for a second straight year, did a great job!

# Solano Board Report

**To:** Osborn School District Governing Board

**Date:** 8.6.25

**Re:** August School Events



## Staff Highlights

### **Turning Vision into Action at Solano School**

This month, Solano's Leadership Team is recognized for their focused efforts in transforming vision into action. With a strong commitment to fostering a supportive and positive school culture, the team is leading meaningful work through Professional Learning Communities (PLCs) and Social and Emotional Learning (SEL). By aligning instructional goals with relational practices, the leadership team is modeling what it means to lead with purpose, ensuring that every staff member feels supported and every student is set up for success.



Solano Leadership Team			
Felipe Carranza	Principal	Alexandra Shillito	1st Mentor
Brandon Witherspoon	Assistant Principal	Kylie Haynes	2nd Mentor
Amanda Merrill	Master Teacher	Kirsten Callisen	3rd Mentor
Amanda Renning	Instructional Coach	Kaitlyn Schrey	4th Mentor
Guillermina Valles	Pre-K Mentor	Stephanie Hasenstab	5th Mentor
John Formanek	K Mentor	Katarina Perez	6th Mentor

## Student Highlights

This year, students are entering a more welcoming and unified campus environment with the removal of the fence that previously ran through the middle of the school. This improvement has created a more open and inclusive space, fostering stronger connections and a sense of belonging from the moment students arrive.



## **Family & Community Engagement Highlight:**

### **Encanto Parents:**



Solano School welcomed over 250 families to our Meet the Teacher Night, creating a strong start to the year rooted in partnership and connection. Families had the opportunity to meet staff, tour classrooms, and learn about the year ahead. We are especially grateful to our community partners, including a local barber who provided free haircuts for students, helping them feel confident and ready for the first day. We believe families are our most important partners in education, and this event reflected our commitment to building trust, collaboration, and a shared vision for student success.





# OSBORN SCHOOL DISTRICT #8

1226 W Osborn Rd Phoenix, AZ 85013

Phone: (602) 707-2000 Fax: (602) 707-2040

[www.osbornschools.org](http://www.osbornschools.org)

## **Human Resources Department Report – August 19, 2025**

### **2025–2026 School Year Staffing Update**

We are thrilled to report that we are beginning the 2025–2026 school year with fully staffed classrooms across all Osborn ESD campuses. Our Human Resources team dedicated significant effort throughout the summer to ensure a successful onboarding process for our newest team members.

This summer, we successfully onboarded a total of 51 new staff members to the Osborn family, including:

- 17 teachers
- 23 classified hourly staff
- 5 support professionals
- 5 interns
- 1 new administrator

The enthusiasm and diverse expertise these individuals bring to our district will undoubtedly enhance the educational experience for our students and strengthen our school communities.

### **New Employee Handbook Launch**

In response to valuable feedback from our staff, we are proud to announce the launch of our newly revised employee handbook for the 2025–2026 school year. This comprehensive resource reflects our commitment to transparency, clear communication, and supporting our employees with the information they need to thrive in their roles. The handbook incorporates suggestions and insights from across our district, ensuring it truly serves the needs of our school community.

### **Fall Wellness Initiatives**

As part of our ongoing commitment to employee wellness, we have mammography screenings and a vaccine clinic scheduled for later in the fall. We remain dedicated to making Osborn an excellent place to work and learn, and these initiatives reflect our ongoing investment in our most valuable resource – our people.

Please feel free to reach out with any questions or for additional details on any of the above topics.

Regards,

*Emerald Woodland*

Director, Human Resources

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CLARENDON  
Elementary School  
4th - 6th Grade  
1225 W Clarendon Rd  
Phoenix, AZ 85013  
(602) 707-2200

ENCANTO  
Elementary School  
PreK - 3rd Grade  
1420 W Osborn Rd  
Phoenix, AZ 85013  
(602) 707-2300

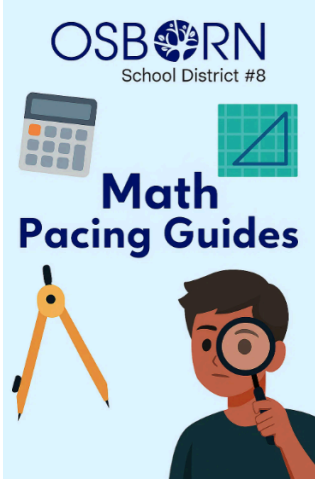
LONGVIEW  
Elementary School  
PreK - 6th Grade  
1209 E Indian School Rd  
Phoenix, AZ 85014  
(602) 707-2700


MONTECITO  
Community School  
PreK - 3rd Grade  
715 E Montecito Ave  
Phoenix, AZ 85014  
(602) 707-2500

OSBORN  
Middle School  
7th-8th Grade  
1102 W Highland Ave  
Phoenix, AZ 85013  
(602) 707-2400

SOLANO  
Elementary School  
PreK - 6th Grade  
1526 W Missouri Ave  
Phoenix, AZ 85015  
(602) 707-2600



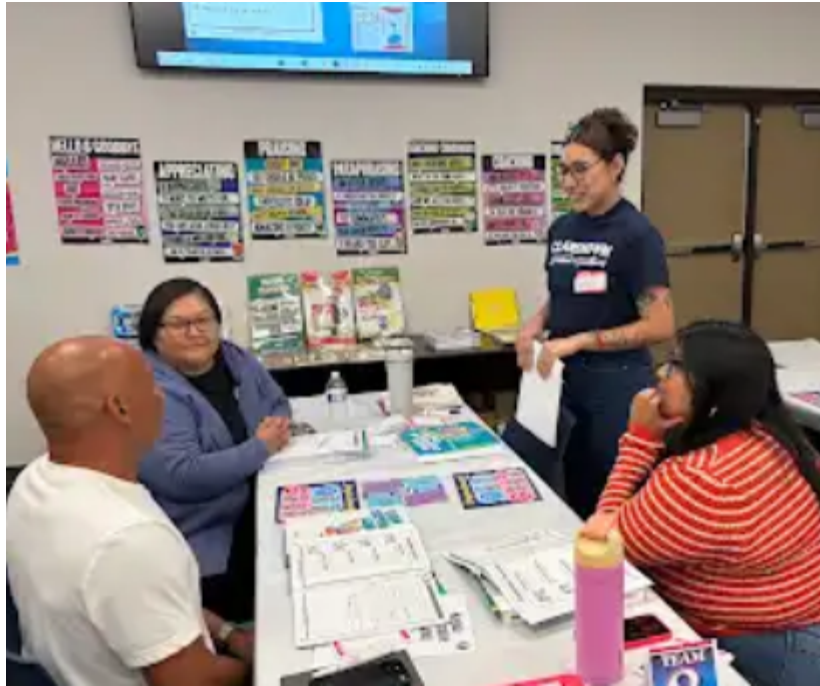
Focus of Update: Teaching & Learning	
<b>Strategic Plan Connection:</b>	Child & Student Success
<b>Update:</b> 	<p>This summer 15 teacher leaders came together to work on updated grade level Instructional Guides for ELA, Math and Science. The Instructional Guides map out the standards, curriculum materials and assessments that will be used for each ELA, math and Science unit. In addition, the teacher leaders made sure that the new “ADE Essential Standards” received more instructional time throughout the school year. We are looking forward to the collaboration that will occur district-wide as teachers utilize the Instructional Guides.</p> <p>The committee members are as follows: Linda Barnett (ENC), Ashley Goetter (ENC), Maria Garcia (ENC), Kayce Kahl (CLA), Hilda Palache (CLA), Amelia Campbell (SOL), Carrie Crompton (LNV), Lisa Hunt (CLA), Rosie Elias (LNV), Amanda Renning (ENC), Clare Maynard (ENC), Danielle Wilhelmy (ENC), Kelly Kesterson Walker (AZTR Coordinator), Melissa Robinson (DO), and Alexis Aguirre (DO).</p>

Focus of Update: Professional Learning	
<b>Strategic Plan Connection:</b>	Child & Student Success
<b>Update:</b> 	<p>On July 14-17, 30 Osborn instructional leaders (including teachers, Master Teachers, Principals and Teaching &amp; Learning Team) attended a 4 day Kagan Cooperative Learning Institute held in the district Board Room. The Kagan trainer did an amazing job of designing the 4 days to connect with our district focus areas of Student Ownership, Tier 1 Best Practices and Data Literacy, as well as our Teaching and Learning Standards Rubric.</p> <p>The days were joyfully intense, and participants walked away with a toolbox full of strategies and resources to incorporate in their classrooms to facilitate student engagement and ownership. The teacher leaders in the room received a stipend for their commitment to implement the practices and serve as classroom models and supports for their colleagues. As a district we are committed to rolling out the practices</p>



Board Meeting Date: August 29, 2025

district wide and we look forward to highlighting and featuring them at upcoming district meetings.





<b>Focus of Update:</b> Teaching & Learning	
<b>Strategic Plan Connection:</b>	Child & Student Success
<b>Update:</b>	<p>On Monday, July 21 we welcomed 20 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.</p> <p>The topics for the first day included a welcome by Dr. Robert and presentations by the Business Services, Student Data, HR &amp; 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.</p> <p>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, Thinking Maps and the NIET Teaching &amp; Learning Standards rubric.</p> <p>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 Dr. Sarah Boyle. We are so excited to welcome this new group of educators to Osborn!</p>



Focus of Update: Teaching & Learning	
Strategic Plan Connection:	Child & Student Success
Update:	<p>This summer, the Teaching and Learning Department, together with site administrators, began developing district and school academic goals aligned with our mission: The Osborn community advances the full potential of every child by cultivating emotional intelligence and academic excellence. This year, our collective focus is on academic excellence!</p> <p>An effective goal is more than just a number; it inspires hope and a sense of possibility. For this reason, our goals this year are student-centered—the data will reflect the academic needs of our current students. Our principals have been thoroughly reviewing and analyzing multiple data points. The final step is to incorporate the fall screening data to set proficiency targets for our incoming 3rd grade students. We look forward to sharing the 2025-2026 academic excellence goals by early September.</p>



Focus of Update: Language Acquisition & Bi-Literacy	
Strategic Plan Connection:	Child & Student Success
Update:	<p>The English Learner paraprofessional team has been hard at work training and preparing for our multilingual learners! Placement tests are underway to ensure that identified students receive targeted and integrated instructional minutes throughout the school year.</p> <p>New to Osborn dual language teachers received professional development on the 50/50 dual language vision of academic achievement through bilingual, biliterate and bicultural instruction in preparation for meet the teacher night. Spanish dual language teachers will meet next week to review the world language standards, Spanish report cards and the supplemental online program Imagine Learning.</p>



# Technology Department Report

August 2025 - Jamal Dana

1. **Helpdesk Services:** In the first week of August the Technology department closed 215 service tickets with an average time of 3.3 hours. In July, we closed 453 service tickets with an average response time of 1.45 minutes that is less than 2 hours (the department's goal). We are working hard and quickly to service all staff. We are managing the distribution of our student devices based on needs. Everything is going smoothly.
2. **Rapid Identity:** So far, all teachers and school admins are familiar with the new system and adopted it smoothly. This is our new automation system. One of its features is that it will use pictograph as a password method to allow students to login. Also, we emailed all teachers videos on how to use the system, plus we demoed the process to the school's master teachers.
3. **Delivering Laptops to all Staff:** We distribute about 300 laptops to staff. Some users still need to stop by our department so we can re-image their laptops. Teachers and admin laptops have the new Windows 11 operating system installed on them. Our existing laptops are getting old and about 70% five years old. We are looking to roll out new high speed and reliable laptops that should last another five years using the bond fund.
4. **E-rate Update:** In November, we will file for the second year of our Cox five years contract, but we will request to increase our bandwidth at Solano, OMS, Longview and Montecito from 2gig to 5Gig each site and the Internet speed at the district office from 10gig to 30 Gig or 40Gig. Clarendon and Encanto have straight fiber lines to the district office so they do not need Cox.
5. **Marquees:** (Bond) The design of the new marquees has been chosen. The go ahead will be given by the district to start the project soon.
6. **Montecito construction plan:** (Bond) The Technology Department helped Montecito coordinator by providing Wi-Fi coverage to all the classrooms/offices that were relocated due to the construction. This process will continue during this school year in order to maintain internet access in the classrooms.
7. **Intercom:** We are considering a new add on to our Intercom to enhance our system. We had a vendor give us a presentation about the new system. Therefore, the district is considering visiting a couple school districts to look at their Intercom system before making any decisions.
8. **Phishing Awareness:** Our Technology Department phishing campaign has been going on for the last three years now. The number of failing phishing emails has been reduced drastically. We will continue targeting and teaching users on how to detect fake emails.

**End of Report.**

TO: Governing Board  
FROM: Sam Garcia  
DATE: Aug. 7, 2025  
RE: MAINTENANCE / TRANSPORTATION UPDATE

Listed below are items that have been attended to during the summer break.

**District Office:**

- ☐ Has 8 open work orders and 18 completed for June 1st - July 31st

**Solano**

- ☐ Has 38 open work orders and 116 completed for June 1st - July 31st

**OMS**

- ☐ Has 26 open work orders and 24 completed for June 1st - July 31st

**Clarendon**

- ☐ Has 26 open work orders and 58 completed for June 1st - July 31st

**Encanto**

- ☐ Has 21 open work orders and 72 completed for June 1st - July 31st

**Longview**

- ☐ Has 21 open work orders and 52 completed for June 1st - July 31st

**Montecito**

- ☐ Has 38 open work orders and 72 completed for June 1st - July 31st

**Summer work assignments:**

The drivers, attendants and night custodians deep cleaned all campuses. ( Dusted, mopped, stripped and waxed floors, shampooed carpets and rugs.)  
Drivers and Attendants received training on July 29th and 30th. Night custodians received training on the 30th.

Sam Garcia  
Director of Maintenance and Transportation

**OSBORN SCHOOL DISTRICT NO. 8**

**August 19, 2025**

**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**

**Approval of Revision to the 2025/26 School District Expenditure Budget**

For Board: ☒ Action ☐ Discussion ☐ Information

**Background –**

This budget revision for fiscal year 2025/26 allows the district to revise using the final budget forms from the Auditor General, due to the FY26 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 2025/26 School District Annual Expenditure Budget as presented.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**OSBORN SCHOOL DISTRICT  
2025/26 M&O Budget Summary**

			23/24 Final Budget	2024/25 Final Budget	2025/26 Adopted Budget	2025/26 Revised #1	Compared to FY25 Budget
ADM			2184.776	2233.853	2236.359	2236.359	2.51
Weighted Count			3075.931	3273.603	3275.114	3275.114	1.51
Base Level			4914.71	4914.71	5013	5013	
Inflation FY26 2%				98.29	100.26	100.26	
Base Level per WSC	X		4914.71	5013.00	5113.26	5113.26	
Base Level	=		15,117,310	16,410,573	16,746,511	16,746,511	
Audit Fees	+		33,000	32,000	31,000	31,000	
Base Support Level			15,150,310	16,442,573	16,777,511	16,777,511	334,938
TRCL (transp control limit)			705,741	705,741	705,741	705,741	
RCL (Revenue control limit)			15,856,051	17,148,314	17,483,252	17,483,252	334,938
M&O Override			2,452,707	2,424,236	2,622,488	2,622,488	
DAA Transfer*			1,038,000	1,038,000	1,038,000	1,038,000	
Tuition Revenue- ASDB			7,000	7,000	7,000	7,000	
State aid supp- \$75M allocation			148,285	148,045	0	149,250	
<b>Total Revenues</b>			<b>19,502,043</b>	<b>20,765,595</b>	<b>21,150,740</b>	<b>21,299,990</b>	<b>534,395</b>
One Time \$300M state aid			593,140				
ADM / Audit adjustment- one time \$			173,275				
Budget Carryover- \$ Reserved Fund Balance			2,811,531	2,557,442	1,883,760	1,883,760	(1,594,405)
Budget Carryover- One time exp CSR Teachers				750,000			
FRPL & DAA - One Time FY25 Funding				170,723			
<b>Total Budget</b>			<b>23,079,989</b>	<b>24,243,760</b>	<b>23,034,500</b>	<b>23,183,750</b>	<b>(1,060,010)</b>

Summary of School District Revised Expenditure Budget

CTD number 070408000  
Version Revised #1

I certify that the budget of Osborn School District District, Maricopa County for fiscal year 2026 was officially revised by the Governing Board on, August 19, 2025 , and that the complete Revised Expenditure Budget may be reviewed by contacting Lisa Nye at the District Office, telephone 602-707-2002 during normal business hours.

Instructions			President of the Governing Board		
1. Average Daily Membership:			4. Average teacher salaries (A.R.S. §15-903.E)		
Attending	2024 ADM	Prior year 2025 ADM	Budget year 2026 ADM	1. Average salary of all teachers employed in FY 2026 (budget year)	62,603
	2,185.4320	2,236.3592	2,236.3592	2. Average salary of all teachers employed in FY 2025 (prior year)	61,375
				3. Increase in average teacher salary from the prior year	1,228
2. Tax Rates:			Prior FY	Est. Budget FY	4. Percentage increase
Primary rate (equalization formula funding and budget add-ons not required to be in secondary rate)			1.6481	1.6400	Comments on average salary calculation (Optional): All returning staff in the District (classified, certified and administrative) received a 2% increase for the 25/26 sy.
Secondary rate (voter-approved overrides, bonds, and Career Technical Education Districts, and desegregation, if applicable)			2.2356	2.2100	
3. Budgeted expenditures and Budget Limits:			Budgeted Expenditures	Budgeted Carryforward	
				Budget Limit	
Maintenance & Operation Fund			21,383,750	1,800,000	23,183,750
Classroom Site Fund			2,386,674	2,800,000	5,186,674
Unrestricted Capital Outlay Fund			3,506,213	3,000,000	6,506,213

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	9,358,670	9,007,920	734,000	228,000	10,092,670	9,235,920	-8.5%
2000 Support Services							
2100 Students	501,000	420,000	35,000	35,000	536,000	455,000	-15.1%
2200 Instructional Staff	843,000	843,000	48,500	29,500	891,500	872,500	-2.1%
2300, 2400, 2500 Administration	2,470,000	2,163,000	250,500	212,500	2,720,500	2,375,500	-12.7%
2600 Oper./Maint. of Plant	1,576,000	1,100,000	1,524,000	1,417,740	3,100,000	2,517,740	-18.8%
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	14,764,170	13,549,420	2,673,100	2,003,840	17,437,270	15,553,260	-10.8%
200 and 300 Special Education							
1000 Instruction	2,400,000	2,280,000	1,033,000	533,000	3,433,000	2,813,000	-18.1%
2000 Support Services							
2100 Students	889,000	789,000	361,000	259,000	1,250,000	1,048,000	-16.2%
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	3,538,000	3,318,000	1,404,000	802,000	4,942,000	4,120,000	-16.6%
400 Pupil Transportation	1,229,000	1,075,000	433,000	433,000	1,662,000	1,508,000	-9.3%
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	202,490	0	0	202,490	202,490	0.0%
Budgeted Expenditures	19,733,660	18,144,910	4,510,100	3,238,840	24,243,760	21,383,750	-11.8%

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	24,243,760	21,383,750	(2,860,010)	-11.8%
Instructional Improvement	170,000	200,000	30,000	17.6%
English Language Learner	45,000	45,000	0	0.0%
Compensatory Instruction	0	0	0	0.0%
Classroom Site	5,002,721	2,386,674	(2,616,047)	-52.3%
Federal Projects	10,139,045	10,014,045	(125,000)	-1.2%
State Projects	1,260,000	1,260,000	0	0.0%
Unrestricted Capital Outlay	6,315,445	3,506,213	(2,809,232)	-44.5%
New School Facilities	0	0	0	0.0%
Adjacent Ways	0	0	0	0.0%
Debt Service	7,822,813	8,174,150	351,337	4.5%
School Plant Fund	766,000	766,000	0	0.0%
Auxiliary Operations	30,000	30,000	0	0.0%
Bond Building	30,000,000	24,600,000	(5,400,000)	-18.0%
Food Service	2,750,000	2,750,000	0	0.0%
Other	5,576,500	5,576,500	0	0.0%

CTD number070408000

VersionRevised #1

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	4,442,000	4,115,000
Gifted Education	500,000	5,000
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	4,942,000	4,120,000

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	186
Teachers	4	168	172	1 to	13
Other		19	19	1 to	118
Subtotal	4	199	203	1 to	11
Classified --					
Managers, supervisors, directors		7	7	1 to	320
Teachers aides		40	40	1 to	56
Other		110	110	1 to	20
Subtotal	0	157	157	1 to	14
TOTAL	4	356	360	1 to	6
Special education --					
Teacher		26	26	1 to	14
Staff		48	48	1 to	7

**OSBORN SCHOOL DISTRICT NO. 8**

**August 19, 2025**

**Board Meeting**

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

**Agenda Item Number – IX-B**

**Agenda Item**

**Election of Board President and Board Clerk**

For Board: ☒ Action ☐ Discussion ☐ Information

**Background –**

As per Policy BDA

**Board Clerk:**

Duties of the Board Clerk include but are not limited to:

- A. On behalf of the President in their absence, consult with the Superintendent regarding items to be placed on the agenda for each meeting.
- B. Preside over all meetings the President is not able to attend in accordance with Arizona law and policies of the District.
- C. Take accurate minutes in Executive Sessions of the Governing Board and submit to the Executive Assistant to the Governing Board within 24 hours.

In the absence of the President and the Board Clerk, the Board members shall select a temporary president, which selection shall be recorded in the minutes.

**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**

Per Board discussion/decision.

**OSBORN SCHOOL DISTRICT NO. 8**

**August 19, 2025**

**Board Meeting**

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

**Agenda Item Number –IX-C**

**Agenda Item**

**Approval of Delegate and Alternate as Discussed to Represent Osborn School District at the Arizona School Boards Association Delegate Assembly on September 6, 2025 JW Marriot Scottsdale Camelback Inn**

For Board: ☒ Action ☐ Discussion ☐ Information

**Background –**

The Delegate Assembly determines the positions of the Arizona School Boards Association. Members may appoint a delegate and alternate to represent the Board at the Delegate Assembly to be held September 6, 2025 at the JW Marriot Scottsdale Camelback Inn.

Although a virtual option is available registration is required so please indicate whether as the del

**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 delegate and alternate as discussed to represent the determined position of the Osborn Governing Board.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

## OSBORN SCHOOL DISTRICT NO. 8

August 19, 2025

### Board Meeting

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

Agenda Item Number – IX-D

#### **Agenda Item**

Approval of Arizona School Boards Association's (ASBA) [proposed 2026 Political Agenda](#), and,  
Direct the District's Delegate to the ASBA Delegate Assembly to Represent the Board's  
Determined Position

For Board: ☒ Action ☐ Discussion ☐ Information

#### **Background –**

ASBA's Legislative Committee reviewed submitted proposals at its meeting in June. Most boards indicated support for items included in the 2026 Political Agenda, and the committee appreciates your overwhelming support of ASBA's agenda to advance public education statewide.

This year, as was the case last year, ASBA presented the proposed Political Agenda as a marked-up version of the prior year's agenda. During the Delegate Assembly, rather than discussing every item, Delegates will be able to focus on just the changes, additions, and deletions to streamline the process. Amendments and new items can still be proposed during the Delegate Assembly using the same process as years past.

Members may discuss and consider action to approve the Arizona School Boards Association's (ASBA) draft 2026 Political Agenda, and, direct the District's delegate to the ASBA delegate assembly to represent the Board's determined position.

#### **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 the Board approve the Arizona School Board Association's proposed 2026 Political Agenda and Direct the District's Delegate to the ASBA Delegate Assembly to Represent the Board's Determined Position.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

# OSBORN SCHOOL DISTRICT NO. 8

August 19, 2025

## Board Meeting

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

Agenda Item Number – IX-E

### Agenda Item

#### Approval and second review of ASBA Policy Revisions

For Board: ☒ Action ☐ Discussion ☐ Information

#### **Background –**

The Arizona School Boards Association is comprehensively reviewing its general policy manual and sending policy advisories over the upcoming months to reflect general changes to policies for districts to adopt. Approval of this group of policies is per the spreadsheet, recommending the majority of the policies be adopted as presented, while some are recommended to remain as is or with alterations recommended.

BAA-EB	Evaluation of School Board/Board Self Evaluation
CA	Administration Goals/ Priority Objectives
CB	Superintendent
CBA	Qualifications and duties of the Superintendent
CBCA	Delegated Authority
CBCA-R	Delegated Authority
CBI	Evaluation of Superintendent
CBI-EA	Evaluation of Superintendent
CBI-EB	Evaluation of Superintendent
CCB	Line and Staff Relations
CCB-R	Line and Staff Relations
CFD	School Based Management
CFD-R	School Based Management
CFD-E	School Based Management
CFD	School Based Management (version for 1 school District or < than 600 students)
CHD	Administration in the Absence of Policy
CK	Administrative Consultants
CM	School District Annual Report
IHA	Basic Instructional Program
IJNDB	Use of Technology Resources in Instruction
IJNDB-R	Use of Technology Resources in Instruction
JLF	Reporting Child Abuse/Child Protection
JLIF	Sex Offender Notification
JR	Student Records
DA	Fiscal Management Goals
DB	Annual Budget: Schedule, Preparation/Planning, Format, and Posting/Submission
DBC	Budget Planning, Preparation, And Schedules
DBF	Budget Process, Adoption and Implementation
DBI	Budget Implementation
DBJ	Budget Reconciliation and Transfers
DD	Budget Funding Sources
DDA	Funding Sources Outside the School System

## OSBORN SCHOOL DISTRICT NO. 8

August 19, 2025

### Board Meeting

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

DEC	Funding from Federal Tax Sources (Impact Aid Program)
DFA	Revenues and Income
DFB	Revenues from School Owned Real Estate
DFD	Gift Receipts and Admissions
DFF	Income from School Sales and Services
DG	Banking Services and Authorized Signatures
DGA	Authorized Signatures
DGD	Credit Cards (Credit Cards and/Procurement Cards)
DI	Fiscal Accounting and Reporting
DIA	Accounting System
DIB	Revolving and Auxiliary Funds
DIC	Financial Reports and Statements
DICA	Budget Format
DID	Inventories
DIE	Audits/Financial Monitoring
DIE-R	Audits/Financial Auditing
DJ	Purchasing Ethics
DJE	Bidding/Purchasing Procedures
DJG	Vendor Contractor and Sales Calls Requirements
DJG-R	Vendor Contractor and Sales Calls Requirements
DJGA	Sales Calls and Demonstrations
DJGA-R	Sales Calls and Demonstrations
DK	Payment and Payroll Procedures
DKA	Payroll Procedures/Schedules
DKA-E	Payroll Procedures/Schedules
DN	School Properties Disposition

### **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 the Board approve ASBA policy revisions as discussed.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

P/F

Alph Code	Policy Name	Superintendent Notes	Additional Notes
BAA-EB	Evaluation of School Board/Board Self Evaluation (Update of PA 820 March 2025)	Due to ASBA's recent website migration, the link to access the request form to receive the electronic Board Self-Evaluation Tool required an update. Therefore, the link and instructions to access the request form have been updated as follows: To request access to the "Electronic Survey/Board Self-Evaluation Tool," click here: <a href="https://azsba.org/">https://azsba.org/</a> and select Contact Us (under the dropdown menu for Special Request select Request Evaluation Form). This Electronic Survey/Board Self-Evaluation Tool is complimentary, provides a tabulation of results, and creates a comprehensive report.	Approve, however the board has not chosen a standard evaluation tool. Only approve this exhibit if the board wants to utilize the ASBA evaluation instrument for this year.
CA	Administrative Goals/Priority Objectives	Minor revisions were made to policy language for clarity, and A.R.S. 15-341 was added as a Legal Reference as the statute pertains to Board policies and curricula noted in Policy CA.	Approve
CB	Superintendent	Policy CB was updated to align with statutory language (may versus shall). [A.R.S. 15-503]	Approve
CBA	Qualifications and Duties of the Superintendent	Subheadings were added and language in Policy CBA was reorganized for clarity (e.g., the statutory fingerprint card was moved to the second paragraph under the subheading, Qualifications, and the delegation portion in the second paragraph was moved under the subheading, Duties); additional minor edits were included for clarity.	Approve
CBCA CBCA-R	Delegated Authority	Information from Policy CCB was moved to Policy CBCA under "H." and the final sentence of the policy; therefore, Policy CCB was removed from the model manual. In addition, E. - G. were added as additional areas of delegated authority, and Legal References A.R.S. 15-806 and 15-341 were added (school closures portions). Also, newly created Regulation CBCA-R contains language formerly in Regulation CCB-R; therefore, Regulation CCB-R was removed from the model manual (no change was made to original regulation language).	Approve

<p>CBI CBI-EA CBI-EB</p>	<p>Evaluation of Superintendent (may choose EA-EB)</p>	<p>Subheadings were added and language in Policy CBI was reorganized for clarity (e.g., information regarding executive session was moved to the first paragraph under the subheading, Executive Session, and the sentence regarding the Superintendent's personnel file was moved to the final sentence under the subheading, Evaluation Process). In addition, information regarding the exception to the contract offer date due to an override election per A.R.S. 15-503, and the contract acceptance timeframe were added. As with the Board Self-Evaluation Tool (Policy Advisory 820), Exhibit CBI-E offers Districts a choice: the original Superintendent Evaluation Tool (labeled as CBI-EA in this document) or the updated Superintendent Evaluation Tool (labeled as CBI-EB in this document). The updated Exhibit CBI-EB, created in collaboration with ASA (Arizona School Administrators), contains links to both the Evaluation Tool Guidance Handbook and the Superintendent Evaluation Tool, a free and customizable tool incorporating the yearly Superintendent goals. No change was made to the original language in Exhibit CBI-EA; minor edits were made to CBI-EB.</p>	<p><b>Approve, however the designation of March 30 annually for completion of the superintendent evaluation is not driven by statute. We have generally done superintendent evaluations in June.</b></p>
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CCB CCB-R	Line and Staff Relations- Deleted		Language in Policy CCB was moved to Policy CBCA under "H." and the final sentence of the policy; therefore, Policy CCB was removed from the model manual. Language in Regulation CCB-R was moved to newly created Regulation CBCA-R; therefore, CCB-R was removed from the model manual. No change was made to the original regulation language (title change only).	
CFD CFD-R CFD-E CFD (<600 students)	School Based Management School Based Manangement Board Member Oath of Office Based Management	School	The statutory requirement for school councils was added to the first sentence [A.R.S. 15-351], as well as the exception for small Districts [A.R.S. 15-352]. Due to the addition of the Small District Exception in the general Policy CFD, the second Policy CFD specifically for Small Districts was removed from the model manual, as well as its accompanying Exhibit CFD-E. Subheadings were also added, and language was removed for clarity in both the general Policy CFD and its accompanying Regulation CFD-R.	

CHD	Administration in the Absence of Policy	The legal reference was removed from Policy CHD as the statute does not specifically reference policy language	Approve
CK	Administrative Consultants	The phrase “curricula, physical plant and other requirements of the District” was added to Policy CK to align with language in A.R.S. 15-343.	Approve
CM	School Disitrcit Annual Report	An introductory sentence, subheadings, and information regarding the Financial Annual Report were added to Policy CM for clarity. In addition, the section regarding Guaranteed Energy Cost Savings was removed as a District may include the required information in their Annual Report by utilizing the report provided by the qualified provider.	Approve
IHA	Basic Instructional Program	Policy IHA has been revised to reflect the emergency measure, approved by the governor in March of 2025, that amended A.R.S. 15-710.02 regarding 9/11 Education Day by specifying relevant grade levels.	Approve
IUNDB IUNDB-R	Use of Technology Resources in Instruction	House Bill 2484 added A.R.S. 15-120.05 relating to student access to the internet, student use of wireless communication devices, policies and procedures, annual notice, and definitions for public schools. Policy IUNDB and Regulation IUNDB-R incorporate the new mandates, and headings were added to improve clarity. The regulation also includes an optional section for additional district-specific requirements.	Approve
JLF	Reporting Child Abuse/Child Protection	Senate Bill 1437 amends A.R.S. 13-3620 and A.R.S. 15-514 relating to mandatory reporting. Although Policy JLF already requires Board Members to report conduct involving minors subject to mandatory reporting under A.R.S. 13-3620, additional language has been included to ensure alignment with SB1437. Definitions and headings were added to improve clarity. <b>July Update</b> SB 1493 amended A.R.S. Title 8, Chapter 4 by adding A.R.S. 8-520.08 and amended A.R.S. Title 15, Chapter 1, Article 5 by adding A.R.S. 15-160.03 to provide guidelines on required identification from a Department of Child Safety caseworker at a school visit.	Approve. The district will send Board Members electronic access to the Mandatory Reporting training (video and tests) to assure all board members have the training necessary, and that the district has the assurance of compliance of member training, to align to this policy.
JLIF	Sex Offender Notification	Policy JLIF has been revised to include revisions to A.R.S. 13-3825 including the addition of Level One offender information and an additional notification requirement.	Approve
JR JR-R	Student Records	House Bill 2514 amends A.R.S. 15-102 and A.R.S. 15-142 relating to parental involvement in schools and student directory information. Policy JR and Regulation JR-R have been updated to ensure compliance with the new requirements. Subheadings were added to the regulation to support clarity and organization.	Approve

**BAA-EB ©**

**EXHIBIT**

**EVALUATION OF SCHOOL BOARD /  
BOARD SELF - EVALUATION**

**ANNUAL SELF-APPRAISAL OF  
THE GOVERNING BOARD**

***(Districts may choose either BAA-EA or BAA-EB)***

The Arizona School Boards Association (ASBA) Board Self-Evaluation focuses on the following five (5) pillars (Standards) of Board Governance:

- A. Conduct and Ethics: Provide responsible Board governance.
- B. Vision: Set and communicate high expectations for student learning with clear goals and plans for meeting those.
- C. Structure: Create conditions District-wide for student and staff success.
- D. Accountability: Hold School District accountable for meeting student learning expectations.
- E. Advocacy: Engage local community and represent the values and expectations they hold for their schools.

To request access to the "Electronic Survey/Board Self-Evaluation Tool," click here: <https://azsba.org/asba-board-self-evaluation-form/> and select **Contact Us** (under the dropdown menu for *Special Request* select ***Request Evaluation Form***).

## Compare Policy Advisory "CA © ADMINISTRATION GOALS / PRIORITY OBJECTIVES" to Policy in Manual

 first

last 

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### CA © ADMINISTRATION GOALS /- PRIORITY OBJECTIVES

The District administration is responsible, within the guidelines established by Board policy, for the direction and coordination of students and staff members in their efforts to reach educational goals adopted by the Board.

The Board expects the administration to specialize in:

- ~~the processes of decision~~A. **Decision**-making and communication;
- ~~planning~~B. **Planning**, organizing, implementing, and evaluating educational programs;
- ~~the demonstration of~~C. **Providing** educational leadership;
- ~~the development and maintenance of~~D. **Developing and maintaining** close working relationships and channels of communication ~~within the District~~ **within the District** and the community;
- ~~the minimization of misunderstandings; and~~
- ~~the development of cooperation toward attaining the~~E. **Supporting** educational goals adopted by the Board.

Adopted: ~~date of Manual adoption~~<-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[15-321](#)

[15-341](#)

## Compare Policy Advisory "CB © SUPERINTENDENT" to Policy in Manual

 firstlast 

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### CB © SUPERINTENDENT

The Board ~~shall~~may employ a Superintendent, who ~~shall~~will enforce the statutes and rules of the state of Arizona and the federal government, and the policies of the Governing Board of the District.

The administration of the school system in all aspects is the responsibility of the Superintendent, whose functions shall be carried out in accordance with the policies of the Board.

The Superintendent may establish regulations for the administration of the District that are in compliance with applicable statutes or regulations of the Arizona Administrative Code and the policies of the Governing Board.—These regulations are binding on the employees of this District and students in the schools.

Adopted: ~~date of Manual adoption~~<-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[15-503](#)

## Compare Policy Advisory "CBA © QUALIFICATIONS AND DUTIES OF THE SUPERINTENDENT" to Policy in Manual

 first

last 

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### CBA © QUALIFICATIONS AND ~~DUTIES~~ DUTIES OF THE SUPERINTENDENT

#### (Performance Responsibilities)

##### Qualifications

The Superintendent shall have appropriate qualifications as determined by the Governing Board by action taken at a public meeting.-

The Superintendent shall ~~supervise, either directly or through delegation, all activities and all personnel of the school system according to the laws of the state of Arizona, rules of the Arizona State Board of Education, and adopted policies of the Governing Board.~~ have a valid fingerprint card issued pursuant to A.R.S. [41-1758.03](#).

##### Duties

The Superintendent is the District's chief executive officer and the administrative head of all divisions and departments of the school system.— It is the Superintendent's duty to administer the policies of the Board and to provide leadership for the entire school system.— The Superintendent is the professional consultant to the Board and, in this capacity, makes recommendations to the Board for changes in Board policies and the educational program.

The Superintendent, [as chief administrative officer of the District, shall supervise, either directly or through delegation, all activities and all personnel of the school system according to the laws of the state of Arizona, rules of the Arizona State Board of Education, and adopted policies of the Governing Board.](#)

[The Superintendent](#) provides the initiative and the technical guidance for the improvement of the total program of the school system.— The delegation of authority for the operation of the various functions of the school system is one of the Superintendent's duties.—The Superintendent is, however, responsible to the Board for all functions of the District, including [but not limited to](#) those listed below.

##### Education:

●—~~Administers~~ [A. Administers](#) the development, coordination, maintenance, and evaluation of ~~the educational program, including the special education program.~~ ●—~~Supervises all~~ [educational programs.](#)

[B. Supervises](#) methods of teaching, supervision, and administration in effect in the schools.

●—~~Keeps~~ [C. Keeps](#) informed of modern educational thought and practices by advanced study, by visiting school ~~systems elsewhere~~ [systems elsewhere](#), by attending

educational conferences, and by other appropriate means.

- ~~Keeps~~ **D. Keeps** the public informed about modern education practices, educational trends, and the policies, practices, ~~and~~ **and** problems in the District schools.

### Management:

- ~~Ensures~~ **A. Ensures** that all activities of the District are conducted in accordance with the laws of the state of Arizona, ~~the regulations~~ **the regulations** of the Arizona Board of Education, and the policies of the Governing Board.
- ~~Assumes~~ **B. Assumes** responsibility for the overall financial planning of the District and for the preparation of the annual budget ~~;~~ **and submits** ~~submission~~ **of** it to the Board for review and approval.
- ~~Establishes~~ **C. Establishes** and maintains efficient procedures and effective controls for all expenditures of school funds ~~in accordance~~ **in accordance** with the adopted budget, subject to direction and approval of the Board.
- ~~Maintains or has maintained~~ **D. Maintains** adequate records for the schools, including, but not limited to:
  - ~~financial~~ **1. financial** accounts,
  - ~~business~~ **2. business** and property records, ■ ~~personnel~~ **3. personnel**,
  - ~~school~~ **4. school** population,
  - ~~student~~ **5. student** records including verifiable documentation of each student's residency in this state ~~in accordance~~ **in accordance** with guidelines and forms adopted by the Arizona Department of Education, and
  - ~~scholastic~~ **6. scholastic** records.
- ~~Provides~~ **E. Provides** suitable instructions and regulations to govern the maintenance of District properties.
- ~~Provides~~ **F. Provides** suitable instructions and regulations to govern the safety and transportation of students.
- ~~Assumes~~ **G. Assumes** responsibility for the use of buildings and grounds.
- ~~Recommends~~ **H. Recommends** the locations and sizes of new school sites and of additions to existing sites; the ~~locations and~~ **locations and** sizes of new buildings; the plans for new school buildings; all appropriations for sites and buildings; ~~and~~ **and** improvements, alterations, and changes in the buildings and equipment of the District.
- ~~Oversees~~ **I. Oversees** the processing and submission of required reports.
- ~~Interprets~~ **J. Interprets** the budget and finances to the community.
- ~~Remains~~ **K. Remains** current on new legislation and implements laws to the best advantage of the District.

~~Governing Board~~**Governing Board:**

- ~~Attends~~**A. Attends** and participates in all meetings of the Board and its committees, except when excused by the Board.
- ~~Takes~~**B. Takes** prompt action to implement all directives of the Board.
- ~~Advises~~**C. advises** the Board on the need for new and/or revised policies.
- ~~Provides~~**D. Provides** timely advice to the Board on the implication of changes in statutes or regulations ~~affecting education~~**affecting education**.
- ~~Informs~~**E. Informs** and advises the Board about programs, practices, and problems of the schools, and keeps the ~~Board informed~~**Board informed** of the activities operating under the Board's authority.
- ~~Prepares~~**F. Prepares** and submits to the Board recommendations relative to all matters requiring Board action, ~~placing before~~**placing before** the Board such facts, objective information, and reports as are needed to ensure the making ~~of informed~~**of informed** decisions.
- ~~Develops~~**G. Develops** and implements rules and regulations in keeping with Board policy.
- ~~Acts~~**H. Acts** as chief public relations agent for the District.
- ~~Acts~~**I. Acts** on own discretion if action is necessary in any matter not covered by Board policy, reports such action ~~to the~~**to the** Board as soon as practicable, and recommends policy guidance in the future.

**Personnel:**

- ~~Recommends~~**A. Recommends** to the Board the appointment or dismissal of all employees of the District.
- ~~Ensures~~**B. Ensures** that all employees are evaluated in accordance with the schedule established by the Board.
- ~~Determines~~**C. Determines** assignments, defines the duties, and coordinates and directs the work of all employees of ~~the District~~**the District**.
- ~~Recommends~~**D. Recommends** all promotions, demotions, and salary changes to the Board.
- ~~Communicates~~**E. Communicates** to all employees all actions of the Board relating to personnel matters, and receives ~~from employees~~**from employees** all communications to be made to the Board.

~~The Superintendent shall have a valid fingerprint card issued pursuant to A.R.S. 41-1758.03.~~

Adopted: ~~date of Manual adoption~~**<-- z2AdoptionDate -->**

LEGAL REF.:

A.R.S.

15-503

15-802

[38-201](#)  
[41-1758](#)

[A.A.C.-](#)

[R7-2-603](#)

CROSS REF.:

[CBI](#) - Evaluation of Superintendent

## Compare Policy Advisory "CBCA © DELEGATED AUTHORITY" to Policy in Manual

 first

last 

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### CBCA © DELEGATED AUTHORITY

The Governing Board delegates to the Superintendent, among other powers, the authority to perform the following acts **without the need for prior Board approval**:

- ~~To A.~~ To give notice to teachers, pursuant to A.R.S. 15-536, of the Board's intention not to offer a teaching contract.
- ~~To B.~~ To give notice to teachers, pursuant to A.R.S. 15-538.01, of the Board's intention not to offer a ~~teaching contract~~ **teaching contract** and to dismiss the teacher.
- ~~To C.~~ To give notice to an administrator or certificated school psychologist, pursuant to A.R.S. 15-503, of ~~the Board~~ **the Board**'s intention not to offer a new contract.
- ~~To D.~~ To issue to teachers, pursuant to A.R.S. 15-536, 15-538, and 15-539, written preliminary notices **of inadequacy** of ~~inadequacy of~~ classroom performance, reporting such issuance to the Governing Board within ~~ten-ten~~ **(10)** school days.

~~Adopted: date of Manual adoption~~

E. To assign any employee to any position in the District for which the employee is qualified. Any reduction or increase in an employee's salary must have Governing Board approval.

F. To procure goods, services or construction in an amount not to exceed one hundred thousand dollars (\$100,000). All procurement shall comply with the State Board of Education procurement code (School Procurement Code and the Uniform System of Financial Accounting).

G. To close any or all schools, buildings, or other facilities as permitted by law.

H. To delegate to others any of the powers and duties specifically assigned to the Superintendent, unless otherwise specifically limited by statute or Board action. The Superintendent shall continue to be responsible to the Board for the satisfactory execution of the delegated power and duties.

Lines of authority shall be clearly outlined by the Superintendent by means of organization charts, job descriptions, and administrative regulations and directives.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

15-503

15-536

[15-538](#)

[15-538.01](#)

[15-539](#)

[15-341](#)

[15-806](#)

[A.A.C.](#)

[R7-2-1007](#)

## Compare Policy Advisory "CBI © EVALUATION OF SUPERINTENDENT" to Policy in Manual

 first

last 

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### CBI © EVALUATION OF SUPERINTENDENT

#### Executive Session

Any meetings of the Board to compile evaluations, or meetings to discuss the evaluations with the Superintendent, shall be held in executive session unless the Superintendent requests that any such meeting be held in open session. Board members shall have the opportunity to discuss with the Superintendent any item(s) on which the Board member fails to achieve consensus.

#### Evaluation Process

The Governing Board shall evaluate the Superintendent at least once each year.

Prior to the academic year, the Board and Superintendent will meet to agree on an evaluation instrument. The evaluation(s) shall relate to the Superintendent's duties, responsibilities, and progress toward established goals. ~~The~~ The Superintendent shall provide each member of the Board a copy of the ~~agreed upon~~ evaluation instrument not later than ~~November 10~~ September 1.-

The Board President shall schedule a meeting not later than ~~December 18~~ March 30, when the Board will devote an executive session to the evaluation of the Superintendent's performance, to discuss working relationships between the Superintendent and the Board, and to review the Superintendent's contract (with the Superintendent present). ~~If the Superintendent's contract is in its first year, this initial evaluation will not be a comprehensive evaluation, but will be used to allow the Board to communicate its perspective on the Superintendent's performance to date and to allow the Board and the Superintendent to communicate on performance matters. Additional first-year evaluations may be completed by the Board at the Board's discretion or upon invitation by the Superintendent; however, the first fully comprehensive evaluation will be that which occurs in November of the Superintendent's second year.~~

~~Any meetings of the Board to compile evaluations, or meetings to discuss the evaluations with the Superintendent, shall be held in executive session unless the Superintendent requests that any such meeting be held in open session. Board members shall have the opportunity to discuss with the Superintendent any item(s) on which the Board member fails to achieve consensus.~~

A copy of any written evaluation shall be given to the Superintendent. ~~If in disagreement with such evaluation, the Superintendent may respond in writing to the Governing Board.~~

The evaluation and any comments by the Superintendent shall become a part of the Superintendent's personnel file.

#### Contract Modifications

Upon the conclusion of the evaluation, the Governing Board may determine whether any changes in the compensation and benefits or contract term of the Superintendent are warranted, subject to the following:

If the Superintendent's contract with the School District is for multiple years, the School District shall not offer to extend or renegotiate the contract until no earlier than fifteen (15) months before the expiration of the contract.

If the Superintendent's contract with the School District is for a single year, on or before May 15 of each year the Board shall offer a contract for the next school year to the Superintendent unless, on or before April 15, the Board gives notice to the Superintendent of the Board's intention not to offer a new administrative contract; this contract may or may not be for the position of Superintendent.

~~The evaluation and any comments by the Superintendent shall become a part of the Superintendent's personnel file.~~

~~Adopted: date of Manual adoption~~

Acceptance of this contract must be in writing within thirty (30) days or the offer is revoked.

**Exception: Override Election**

If the Governing Board calls for an override election per A.R.S. [15-481](#), it shall offer a contract to certificated administrators on or before June 15 unless timely notice is given, per A.R.S. [15-503\(D\)](#), of the Governing Board's intent not to offer a new contract.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[15-341](#)

[15-503](#)

CROSS REF.:

[CBA](#) - Qualifications and Duties of the Superintendent

## Compare Policy Advisory "CCB © LINE AND STAFF RELATIONS" to Policy in Manual

 firstlast 

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### CCB © LINE AND STAFF RELATIONS

~~Unless otherwise specifically limited by statute or Board action, any of the powers and duties specifically assigned to the Superintendent may be delegated to others serving under the Superintendent. However, the Superintendent shall continue to be responsible to the Board for the satisfactory execution of the delegated power and duties.~~

~~Lines of authority shall be clearly outlined by the Superintendent by means of organization charts, job descriptions, and administrative regulations and directives.~~

~~Adopted: date of Manual adoption~~

*Remove per PA 868 - April 2025 (Added to CBCA).*

## Compare Policy Advisory "CCB-R ©" to Policy in Manual



first

Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.

last



### CCB-R ©

#### REGULATION

#### LINE AND STAFF RELATIONS

#### ~~(School Administration)~~

~~The primary duty of a principal is to administer and supervise the instructional program. A principal, as the educational leader of the school, will administer and supervise the school in accordance with policies and administrative regulations of the District.~~

~~A principal will be directly responsible to and will report only to the Superintendent and will keep the Superintendent informed of the conditions and needs of the school. All duties, authority, and responsibilities of the principal will be delegated only by the Superintendent. These duties include, but are not limited to, the following:~~

- ~~A. A principal is responsible for the operation of the educational program of the school.~~
- ~~B. A principal is responsible for the supervision and evaluation of the building staff members.~~
- ~~C. A principal will maintain discipline on the part of personnel and students.~~
- ~~D. A principal will care for and protect the building, the equipment, the grounds, and other school property.~~
- ~~E. A principal will maintain school records and prepare reports.~~
- ~~F. A principal will take reasonable precautions to safeguard the health and welfare of students and staff members, will report accidents, will formulate plans for emergencies, and will conduct evacuation drills each school month and keep written records of such drills.~~
- ~~G. A principal will be responsible for maintaining a close relationship with the community and should interpret the educational program to the citizens of the District.~~
- ~~H. A principal will, by advanced study, by visits to school systems in other areas, by attendance at educational conferences, and by other means remain well informed relative to modern educational thought and practice.~~

**Remove per PA 868 - April 2025 (Added to CBCA).**

## Compare Policy Advisory "CFD © SCHOOL - BASED MANAGEMENT" to Policy in Manual

 first

last 

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### CFD © SCHOOL - BASED MANAGEMENT (School Councils)

#### Establishment

A school council shall be established at each school. The Governing Board may delegate to a school council the responsibility to ~~develop~~ provide input for a curriculum and may delegate any additional powers that are reasonably necessary to accomplish decentralization.

~~The Board authorizes the establishment of a school council at each school site. The school council shall follow regulations promulgated by the Board. The authority extended to the school council(s) is to design curricular and instructional strategy/design models that promote the District mission/goals statement.~~

**Exception for Small Districts.** If a District has only one (1) school or fewer than six hundred (600) students, it is not required under Arizona statutes to have a program of school-based management as outlined in Arizona statutes, and the Governing Board elects not to have such a program.

#### Purpose

The school council shall provide input for the creation of curricular and instructional strategies/designs that meet the unique learning needs of the students served at each school.

~~A shared "vision" for curricular and instructional strategies/designs and the involvement of a variety of the members of the school and community who will be most affected by the results are essential.~~

~~Curricular and instructional strategies/designs that result from such shared decision-making are limited only by the requirements that they be consistent with and fulfill the mission/goal statements, beliefs, and adopted Board policies of the District and comply with the laws and regulations of the state of Arizona and the United States.~~

This shared decision making shall not supersede Board/Superintendent decision-making responsibilities unless waived by the Board.

#### Membership

The school council at each school shall take into consideration the ethnic composition of the local community and ~~initially~~ shall be composed of:

- A. ~~Parents~~ Parents or guardians of students enrolled in the school who are not employed by the District in ~~the school~~ the school of proposed membership.

- B. ~~Teachers~~ Teachers.
- C. ~~Noncertificated~~ Noncertificated employees.
- D. ~~community~~ Community members.
- E. – Students if the school is a high school.
- F. ~~The~~ The principal of the school.

### Selection

Initially, each of the above school council members shall be selected in the manner and by the procedure specified in A.R.S. [15-351](#).—The school council shall then adopt written guidelines that specify the number of school council members and the methods for the selection of school council members.—Thereafter, representatives shall be selected by their groups in the manner determined.-

There must be an equal number of teachers and parents of pupils enrolled in the school on the council, and they shall constitute a majority of the council members.-

The principal will serve as chairperson of the school council unless another person is elected by a majority of the school council members.

Adopted: <-- z2AdoptionDate -->

### LEGAL REF.:

A.R.S.

[15-351](#)

[15-352](#)

~~[15-353](#)~~

[43-1089.01](#)

A.G.O.

199-018

### CROSS REF.:

[BDD](#) - Board-Superintendent Relationship

~~[GCB](#) - Line and Staff Relations~~ [CBCA](#) - Delegated Authority

## Compare Policy Advisory "CFD-E ©" to Policy in Manual



first

Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.

last



### CFD-E ©

#### EXHIBIT

#### SCHOOL - BASED MANAGEMENT

#### SCHOOL COUNCILS

~~Research has identified characteristics of effective schools. Such research makes it clear that the most influential unit of effective school change or improvement is the individual school demonstrating the following characteristics:~~

- ~~• Consensus on explicit instructional goals and beliefs (mission statement).~~
- ~~• District-level support for school improvement; Governing Board, administration, and staff commitment to current research and the District-adopted mission statement.~~
- ~~• Ongoing staff development and training.~~
- ~~• High level of parental involvement and support.~~
- ~~• Individual school autonomy and flexibility in the development of new curricular and instructional designs.~~
- ~~• Collaborative, collegial instructional planning.~~
- ~~• A focus on basic skills acquisition.~~
- ~~• An emphasis upon higher-order cognitive skills.~~
- ~~• Teacher responsibility for effective instructional and classroom management decisions and practices.~~
- ~~• Teacher/parent accountability and acceptance of responsibility for student performances.~~
- ~~• A safe, orderly, and disciplined school climate.~~
- ~~• Strong instructional leadership.~~
- ~~• Frequent monitoring of student progress.~~
- ~~• Measurable student performance outcomes.~~

**Remove per PA 870 - April 2025**

## Compare Policy Advisory "CFD-R ©" to Policy in Manual



Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.

### CFD-R ©

#### REGULATION

#### SCHOOL - BASED MANAGEMENT

#### (School Councils)

~~The District endorses shared decision-making contingent upon a school council fulfilling the following elements:~~

- ~~• Curricular and instructional implementation strategies/designs must fulfill the mission statement and adopted beliefs of the District.~~
- ~~• The school council should carefully follow the processes, including brainstorming, consensus-building, and pyramiding. This is "vision" creation, as opposed to a problem-solving process.~~
- ~~• The school council must fully analyze and explore current resources and assess options for reaching their vision of excellence.~~
- ~~• The school council, with approval by the principal, will, at scheduled intervals, monitor and evaluate implementation based on a written evaluation plan. The evaluation plan must include some demonstrably valid, quantifiable measures of progress.~~

#### ~~Role and Responsibility of~~

#### Role and Responsibility of

#### the School Council

#### The council:

- ~~• Is~~**A. Is** advisory to the school administrative staff.
- ~~• Is~~**B. Is** a representative group that solicits input from parents, community, and staff members.
- ~~• Reviews~~**C. Reviews** literature and data.
- ~~• Makes~~**D. Makes** recommendations for school improvement.
- ~~• Monitors~~**E. Monitors** implementation structure for new instructional designs.
- ~~• Provides local leadership and representation in the school decision-making structure.~~

~~There may be a tendency for a school council to lose its understanding of extended ownership to groups affected by its decisions, and, in effect, become a new local bureaucracy. To avoid this result, employees must be aware and remind one another that the movement to shared decision making at the school level is not for the purpose of creating new, smaller bureaucracies to replace a larger bureaucracy, but, rather, a movement to involve~~

**F. Promotes a shared decision-making model that involves all constituencies in fulfilling the mission and**

~~beliefs~~

**goals of the District.**

## **Proposal Outline**

~~Shared decision-making proposals are for the purpose of creating new and effective curricular and instructional strategies/designs and increasing student learning. All proposals shall be submitted to the principal and shall, as nearly as possible, follow the outline identified below:~~

### ***Shared decision making – curricular and/or instructional strategy/design plan process – proposal requirements:***

- ~~● Documentation that the new curricular and instructional design was developed in conjunction with parents, students, teachers, and support personnel.~~
- ~~● Documentation of parent, student, teacher, and support staff support of the program.~~
- ~~● Proposal development:~~
  - ~~■ Needs assessment.~~
  - ~~■ Goals.~~
  - ~~■ Measurable performance objectives.~~
  - ~~■ Proposal implementation (activities):~~
    - ~~⇒ Staffing.~~
    - ~~⇒ Materials, supplies, equipment.~~
    - ~~⇒ Facilities.~~
    - ~~⇒ Staff training.~~
    - ~~⇒ Support services.~~
  - ~~■ Time line (calendar of events).~~
  - ~~■ Evaluation design.~~
  - ~~■ Budget.~~
- ~~● Statement(s) of assurances that the proposal is:~~
  - ~~■ To increase the efficiency and effectiveness of the school.~~

~~■ To increase academic achievement for "all" students:~~

- ~~● Provision of a dissemination plan.~~
- ~~● Provision of a monitoring plan.~~

### ~~Conflict Resolution~~

~~If a school council's curricular and/or instructional strategy/design plan conflicts with an existing Board-approved program or policy, the following steps can be taken:~~

- ~~● The school council shall attempt to design an alternative plan that arrives at the same intended outcomes without violation or conflict with the Board-approved program or policy.~~
- ~~● If this cannot be accomplished, the school council may request a waiver for a strategy/design plan that conflicts with existing Board-approved programs or policies.~~
- ~~● If a plan requires waivers, it must be approved by the principal and brought to the Superintendent for approval and possible submission to the Board.~~
- ~~● Waivers may be granted for temporary and specific periods of time and will be evaluated in light of the plan's ability to better implement the mission statement and adopted beliefs of the District.~~

~~Requests for~~

~~G. Provides local leadership and representation in the school decision-making structure.~~

### Additional Authority

~~Additional responsibilities and authority may be delegated to a school council if deemed necessary by the Board. The school council may request additional authority to accomplish delegated responsibilities by submitting a written proposal to the Superintendent, which must contain the elements identified below:~~

- ~~● The principal's statement of support.~~
- ~~● Motion of the council to request additional authority and vote count.~~
- ~~● Specific authority requested and reason for request, analyzing how the request will improve the program for all children.~~
- ~~● Possible impact of additional authority on personnel use and cost of programs to be improved.~~
- ~~● Suggested date of termination of authority unless reapproved by the Governing Board.~~

## Compare Policy Advisory "CHD © ADMINISTRATION IN THE ABSENCE OF POLICY" to Policy in Manual

[first](#)[last](#)

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### CHD © ADMINISTRATION IN ~~THE~~<sup>THE</sup> ABSENCE OF POLICY

The Superintendent shall have the authority to implement action if a situation should develop that is not covered by established Board policy. ~~It is the Superintendent's duty to inform the Board of any such action and of the need to develop an official policy.~~

Adopted: ~~date of Manual adoption~~

~~LEGAL REF.:~~

~~A.R.S.~~

~~15-321~~

<-- z2AdoptionDate -->

## Compare Policy Advisory "CK © ADMINISTRATIVE CONSULTANTS" to Policy in Manual

 firstlast 

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### CK © ADMINISTRATIVE CONSULTANTS

Professional consultants from the Arizona School Boards Association, the Arizona Department of Education, universities, and colleges, as well as other resource persons, may be used when ~~such services~~ such services will be helpful in the improvement of the ~~instructional program.~~—  
curricula, physical plant and other requirements of the District. All consultants shall be approved by the Superintendent prior to the invitation and arrangement for such visitation.

Adopted: ~~date of Manual adoption~~<-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[15-343](#)

# Compare Policy Advisory "CM © SCHOOL DISTRICT ANNUAL REPORT" to Policy in Manual

 first

last 

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

## CM © SCHOOL DISTRICT ANNUAL REPORT

Districts are responsible for filing several annual reports including but not limited to the ones listed below.

### Academic Annual Report

The Board shall make an annual report to the County School Superintendent on or before October 1 each year in the manner and form and on the forms prescribed by the Superintendent of Public Instruction or County School Superintendent.—The Board shall also make reports directly to the County School Superintendent or the Superintendent of Public Instruction whenever required.

If the District has been assigned a letter grade of A pursuant to A.R.S. 15-241 during at least two (2) out of the last three (3) consecutive years and has not been assigned a letter grade of C, D, or F during the same three (3) years the District may receive exemptions from statutes and rules prescribed in statute.—Should the District believe it qualifies for an exemption the District may submit a request for exemption to the Arizona State Board of Education.—The State Board of Education shall review and may approve the exemption submitted by the District.—The State Board of Education will not approve exemptions that directly apply to specific areas as noted in A.R.S. 15-215. **~~Guaranteed Energy Cost Saving~~**

### **~~Contract Annual Reports~~**

### Financial Annual Report

~~The District shall report to the School Facilities Board annually, not later than October 15, actual energy and cost savings pursuant to a guaranteed energy cost savings contract.~~

~~The District shall also report for any guaranteed energy cost savings contract to the Department of Commerce Energy Office and the School Facilities Board:~~

- ~~● The name of the project~~
- ~~● The qualified provider~~
- ~~● The total cost of the project~~
- ~~● The expected energy and cost savings~~

~~The District shall retain savings achieved by a guaranteed energy cost saving contract, which may be used to pay for contract and project implementation.~~

~~Adopted: date of Manual adoption~~

Governing Board shall publish an annual financial report for the prior fiscal year by November 15 of each year, using the format prescribed by the Auditor General per A.R.S. [15-904](#). This financial report shall be prepared and distributed by the District by October 15, including to the Country School Superintendent. On or before October 15 the Governing Board shall submit the annual financial report for the previous fiscal year to the Arizona Department of Education (ADE).

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[15-213.01](#)

[15-215](#)

[15-341](#)

[15-904](#)

CROSS REF.:

[DBF](#) - Budget Hearings and Reviews/Adoption Process

[DIC](#) - Financial Reports and Statements

# Compare Policy Advisory "IJNDB © USE OF TECHNOLOGY RESOURCES IN INSTRUCTION" to Policy in Manual

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

## IJNDB © USE OF TECHNOLOGY RESOURCES IN INSTRUCTION

### **Appropriate use of Electronic Information Services**

The District may provide electronic information services (EIS) to qualified students, teachers, and other personnel who attend or who are employed by the District. Electronic information services include networks (e.g., LAN, WAN, Internet), databases, cloud-based systems, and any computer-accessible source of information, whether from hard drives or other electronic sources. The use of the services shall be in support of education, research, and the educational goals of the District. To assure that the EIS is used in an appropriate manner and for the educational purposes intended, the District will require anyone who uses the EIS to follow its guidelines and procedures for appropriate use. Anyone who misuses, abuses, or chooses not to follow the EIS guidelines and procedures will be denied access to the District's EIS and may be subject to disciplinary and/or legal action.

The Superintendent shall determine steps, including the use of an Internet filtering mechanism, that must be taken to promote the safety and security of the use of the District's online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Technology protection measures shall protect against Internet access by both adults and minors to visual depictions that are obscene, child pornography or, with respect to use of computers by minors, harmful to minors. Safety and security mechanisms shall include online monitoring activities.

### **Inappropriate Use of Electronic**

### **Information Services**

As required by the Children's Internet Protection ~~Act~~Act and [A.R.S. 15-120.05](#), the prevention of inappropriate network usage includes unauthorized access, including "hacking," and other unlawful activities; unauthorized disclosure, use and dissemination of personal identification information regarding minors; [and student use of wireless communication devices](#).

It is the policy of the Board to:

- A. prevent user access over the District's computer network, or transmissions of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications;
- B. ~~prevent~~ [Limit the use of wireless communication devices and access to social media networks by students during the school day;](#)
- C. [prevent](#) unauthorized access and other unlawful online activity;

~~GD~~. prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and

~~DE~~. comply with the Children's Internet Protection Act [P.L. No. 106-554 and 47 U.S.C. 254(h)] [and A.R.S. 15-120.05](#).

Each user will be required to sign an EIS user's agreement. The District may log the use of all systems and monitor all system utilization. Accounts may be closed and files may be deleted at any time. The District is not responsible for any service interruptions, changes, or consequences. The District reserves the right to establish rules and regulations as necessary for the efficient operation of the electronic information services.

The District does not assume liability for information retrieved via EIS, nor does it assume any liability for any information lost, damaged, or unavailable due to technical or other difficulties.

### **Generative Artificial Intelligence Programs**

The proper use of Artificial Intelligence (AI) programs can be effective at enhancing student learning and can prepare students with the competencies and knowledge needed in the digital age. Its use should also be guided by responsible and ethical considerations, including mitigating bias, promoting transparency, and providing AI benefits to all students. Use of AI programs in the classroom should be approved by the ~~site~~[site administrator](#) or ~~District administrator~~[Superintendent](#), and teachers' instructions and expectations should guide the classroom use of AI. Teachers should include relevant lessons on correct and responsible use of AI, and students should be taught standards regarding plagiarism and source citation and should use these guidelines if AI is used for a school assignment. AI use should be guided and monitored by teachers and/or administrators and should align with the District's guidelines and policies, including any relevant student rules/responsibilities. AI resources should be available to all students, including those with disabilities and English language learners. Use of an AI system should comply with the Family Educational Rights and Privacy Act (FERPA) and should support data privacy and security.

### **Filtering and Internet Safety**

As required by the Children's Internet Protection Act, the District shall provide for technology protection measures that protect against Internet access by both adults and minors to visual depictions that are obscene, child pornography, or, with respect to use of the computers by students, harmful to students. The protective measures shall also include monitoring the online activities of students.

Limits, controls, and prohibitions shall be placed on student:

- A. Access to inappropriate matter.
- B. Safety and security in direct electronic communications.
- C. Unauthorized online access or activities.
- D. Unauthorized disclosure, use and dissemination of personal information.

### **Education, Supervision and Monitoring**

It shall be the responsibility of all District employees to be knowledgeable of the Board's policies and administrative guidelines and procedures. Further, it shall be the responsibility of

all employees, to the extent prudent to an individual's assignment to educate, supervise, and monitor appropriate usage of the online computer network and access to the Internet in accordance with this policy, the Children's Internet Protection Act, ~~and~~ the Protecting Children in the 21st Century Act, ~~and~~ A.R.S. [15-120.05](#).

The Superintendent shall provide for appropriate training for District employees and for students who use the District's computer network and have access to the Internet. Training provided shall be designed to promote the District's commitment to:

- A. the standards and acceptable use of the District's network and Internet services as set forth in District policy;
- B. student safety in regards to use of the Internet, appropriate behavior while using, but not limited to, such things as social ~~networking~~ ~~Web sites~~ [media platforms](#), online opportunities and chat rooms; and cyberbullying awareness and response; and compliance with E-rate requirements of the Children's Internet Protection Act. [Teachers are allowed to give students access to social media platforms to the extent necessary for educational purposes.](#)

### ***Wireless Communication Devices***

[Districts shall limit student use of wireless communication devices during the school day except if any of the following apply:](#)

- [A. for educational purposes, as directed by the student's teacher.](#)
- [B. during an emergency.](#)
- [C. The student needs the student's wireless communication device because the student has a medical condition.](#)

[Procedures shall include guidelines for a student's parent to contact the student during the school day and for a student to contact the student's parent during the school day.](#)

While training will be subsequently provided to employees under this policy, the requirements of the policy are effective immediately. Employees will be held to strict compliance with the requirements of the policy and the accompanying regulation, regardless of whether training has been given.

The Superintendent is responsible for the implementation of this policy and for establishing and enforcing the District's electronic information services guidelines and procedures for appropriate technology protection measures (filters), monitoring, and use.

### **~~Parent Notification~~**

#### ~~Parents~~

#### **Notification**

[At the beginning of each school year, parents teachers and students will be notified of the policies regarding the use of technology and the Internet while at school.— The District shall provide to parents, teachers and students a copy of the adopted policies and notify the parents, teachers and students of any changes to the policy.](#)

Parents will also be notified of their ability to prohibit the student from the use of technology and the Internet while at school in which covered information may be shared with an operator

pursuant to A.R.S. [15-1046](#). This does not apply to software or technology that is used for the daily operations or administration of a local education agency or Arizona Online instruction programs authorized pursuant to A.R.S. [15-808](#).

***Definitions:***

- A. "School day" means periods of time when students are at school, including meals, passing periods and recess.
- B. "Social media platform" means a website, computer application or other digital platform that is used for social networking and creating or exchanging virtual content.
- C. "Wireless communication devices" includes personal devices and devices that are provided by the school.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[13-2316](#)

[13-3506.01](#)

[13-3509](#)

[15-120.05](#)

[15-341](#)

[15-808](#)

[15-1046](#)

[34-501](#)

[34-502](#)

20 U.S.C. 1232g, the Family Educational Rights and Privacy Act

20 U.S.C. 1232h, the Protection of Pupil Rights Amendment

20 U.S.C. 1400 *et seq.*, Individuals with Disabilities Education Act

20 U.S.C. 6301 *et seq.*, Every Student Succeeds Act of 2015

20 U.S.C. 9134, The Children's Internet Protection Act

47 U.S.C. 254, Communications Act of 1934 (The Children's Internet Protection Act)

16 CFR Part 312, Children's Online Privacy Protection Rule (COPPA)

## Compare Policy Advisory "IJNDB-R ©" to Policy in Manual

first

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

last

### IJNDB-~~R~~-R ©

#### REGULATION

#### USE OF TECHNOLOGY ~~RESOURCES~~ RESOURCES IN INSTRUCTION

##### (Safety and use of Electronic Information Services)

~~Acceptable~~ Use of the electronic information services (EIS) requires that the use of ~~technology~~ the resources ~~means technology must be used in a responsible, efficient, ethical, and legal manner and in accordance with the policies and educational goals of the District. This regulation is designed to guide employees or users who acquire access privilege through association with the District in the acceptable use of computer systems, networks, and other technology resources in following~~ guidelines and support the education, research, and educational goals of the District. Filtering, monitoring, and access controls shall be established to:

● ~~Limit~~ A. Limit access by minors to inappropriate matter on the Internet and World Wide Web. ● ~~Monitor the~~

B. Limit the use of wireless communication devices by students during the school day.

C. Monitor the safety and security of minors when using electronic mail, chat rooms, and other forms of ~~direct electronic~~ direct electronic communications ~~(e.g., wikis, blogs, on-line collaborative learning sites).~~ ● Monitor

D. Monitor for unauthorized access, including so-called "hacking," and other unlawful activities by minors online.

● ~~Restrict~~ E. Restrict access by minors to materials harmful to minors.

#### Content Filtering

A content filtering program or similar technology shall be used on the networked electronic information services (EIS) as well as on standalone computers capable of District authorized access to the Internet. The technology shall at a minimum limit access to obscene, profane, sexually oriented, harmful, or illegal materials. Should a District adult employee have a legitimate need to obtain information from an access-limited site, the Superintendent may authorize, on a limited basis, access for the necessary purpose specified by the employee's request to be granted access.

#### Education, Supervision, and Monitoring

It is the responsibility of all District employees to be knowledgeable of the Board's policy and administrative regulations and procedures related to the use of technology resources. Employees are further responsible, to the extent prudent to an individual's assignment, to educate, supervise, and monitor student use of the District's online computer network. District, department, and school administrators shall provide employees with appropriate in-servicing and assist employees with the implementation of Policy IJNDB.

As a means of providing safety and security in direct electronic communications and to prevent abuses to the appropriate use of electronic equipment, all computer access to the Internet through the District electronic information services (EIS) or standalone connection shall be monitored periodically or randomly through in-use monitoring or review of usage logs.

### **Access Control**

Individual access to the EIS shall be by authorization only. Designated personnel may provide authorization to students and staff who have completed and returned an electronic information services user agreement. The Superintendent may give authorization to other persons to use the EIS.

~~Employees leaving the District shall discontinue use of District technology upon termination of employment. Access to District EIS will be removed.~~

### **Web Publishing**

~~School faculty and staff are encouraged to create electronic home pages or other pages that seek to carry out official business and communication of the District's mission. All such pages must be accessible from an official school website within the District, and comply with the policies of the District, including all relevant federal and state laws. All material must be authorized by the principal or a designee.~~

### **Student E-mail Accounts**

~~The District may create e-mail accounts for students, with an alias to allow for collaborative sharing between students and their teachers. These accounts will be used at school for school-related projects, but may also be used by students outside of school with their parents' permission.~~

~~No student will be assigned an e-mail account without parent or guardian approval. The e-mail naming convention will be an alias with student identification (ID), and Osborn School District (OSD) site domain. Student State ID numbers will not be used. District-provided e-mail can only be sent and received between students and teachers within OSD even if the e-mail system is online or is webhosted. This account will be considered the student's official OSD e-mail address until such time as the student is no longer enrolled in Osborn School District. Student e-mail accounts may or may not be issued to all grade levels.~~

### **Prohibited Conduct**

Student e-mail may not be used in the following ways:

- ~~Unlawful activities.~~
- ~~Commercial purposes.~~
- ~~Personal financial gain.~~
- ~~False identity in e-mail communications.~~

- ~~Misrepresentation of Osborn School District.~~
- ~~Interference with District technology operations through:~~
  - ~~Electronic chain letters.~~
  - ~~Unsolicited electronic communications.~~
  - ~~Disruption of electronic communications.~~

~~Access to and use of student e-mail is considered a privilege accorded at the discretion of the District. The District maintains the right to immediately withdraw the access and use of student e-mail when there is reason to believe that violations of law or District policies have occurred. In such cases, the alleged violation will be referred to the principal for further investigation and adjudication.~~

## **~~Social Media~~**

~~Osborn School District (OSD) recognizes that access to new learning technologies gives students and teachers greater opportunities to learn, engage, communicate, and develop skills needed for work, life, and citizenship. The District is committed to developing 21st Century technology and communication skills, including the use of "social media" (e.g., blogs, wikis, discussion forums, Facebook, Twitter, Flickr, YouTube) through which people connect and share information. Use of social media, however, requires a high level of responsibility and accountability. With this in mind, the District has developed the following to provide direction to employees and students when participating in web-based social media activities.~~

~~In this regulation, the term "school-related social media" means use of a District-approved social media site through the District's electronic information services (EIS). The term "personal social media" means all other use of social media, including an individual's own private and or commercial use of social media, not connected to the District's EIS. The term "communication" includes words, pictures, drawings and videos.~~

### **~~Use of Personal Social Media by District Employees:~~**

- ~~District employees are required to maintain a professional relationship with students. To maintain this professional relationship, do not "friend" or accept personal Facebook, Twitter or other third-party social media requests from students. Redirect students to school-related social media sites approved by the District.~~
- ~~The only exception to the rule above is that you may use personal social media to communicate with a student who is a relative or a close family friend, provided that 1) the parent/guardian of the student has indicated in writing that he or she is aware that you are communicating by personal social media with the student; 2) the content on your personal social media site is appropriate; and 3) you inform your school site administrator that you are communicating with the student by means of personal social media. (For example, if the conditions of this paragraph are satisfied, it may be appropriate for a teacher who is also a student's aunt to "friend" the student on the teacher's personal Facebook page.)~~
- ~~Do not communicate in a manner that is unprofessional and would 1) disclose confidential or private information; 2) cause harm to students, parents, employees, or other members of the school community; or 3) significantly and adversely impact your work-related reputation and disrupt school operation. These restrictions shall not be interpreted to prohibit any communication on a matter of public concern when the~~

~~employee's interest in engaging in the communication outweighs the District's interest in managing its work force effectively.~~

~~● Do not expect personal social media communications that you have marked as "private" to remain private. It is not uncommon to have information in a personal "private" social media site to be disclosed to the District by a person within the personal "private" group, and the District may investigate the information further.~~

### ***Use of School-Related Social Media by District Employees:***

~~● Ensure that communications with other employees, individual students, parents, and other members of the school community are always professional in content and tone.~~

~~● Intervene to stop disrespectful, defamatory, discriminating, harassing, intimidating, bullying, vulgar and/or obscene behavior.~~

~~● Do not disclose confidential or private information about students, employees, parents, or other members of the school community.~~

~~● Use only social media sites approved by the District. Sites are approved based on their educational content. All social media communications using District EIS may be monitored by the District.~~

~~● Ensure that communications with students are academic in nature and relate to school topics. Avoid discussion of personal topics with students.~~

~~● Ensure that your profile and related social media site are professional and consistent with how you wish to present yourself to other employees, parents, and students. Your profile should also be consistent with the mission of the District.~~

~~● Follow writing conventions, including proper grammar, capitalization, and punctuation.~~

~~● Use your real name and always identify yourself as an employee of the District.~~

~~● *Accept responsibility.* Be the first to acknowledge your own mistakes. Admit and correct errors quickly, confirm receipt of updated or revised posts, and respond promptly to concerns about misinformation.~~

~~● Do not share the District's proprietary content and information (e.g., District assessments, curriculum, etc.). Comply with copyright laws when using the creative works of others.~~

~~● Limit exposure of students and families to advertising.~~

~~● Follow the law, Board policies, and District regulations. Read and follow the "Terms of Use" of service providers and, for teachers, ensure that your students do the same.~~

~~● Stay informed and cautious about the emergence of new problems in the use of social media.~~

~~● Report questionable conduct, contact, or content to a school site administrator.~~

### ***Use of Social Media by Students***

~~You are responsible for your own behavior when using social media and will be held accountable for your statements and postings. *Use good judgment.*~~

● ~~For school-related social media:~~ Your school-related social media communication can be considered inappropriate if it violates existing behavior standards in the District's Student Handbook regardless of whether the communication occurs on or off school property. If your communication would be considered inappropriate inside the classroom or at school, then it is also inappropriate on a school-related social media site.

● ~~For personal social media:~~ Your personal social media communication can be considered inappropriate if it is reasonably likely to have, or does have a negative impact on the school environment and the communication:

- ~~promotes illegal drugs, illegal activities, violence, or drinking;~~
- ~~involves prohibited discrimination, defamation, harassment, intimidation, threats or bullying;~~
- ~~is obscene or vulgar; or~~
- ~~disrupts a classroom, the school, or a District activity.~~

● ~~You should state/post only what you want the world to see. Imagine your parents, teachers, and administrators visiting your social media sites. Once you share something, you should assume that it will be available for everyone to see, even if you only share the information on a personal "private" site. Also, remember that even after you remove something from a social media site, it may already have been copied or printed by others and may remain on the Internet permanently.~~

● ~~When you use school-related social media you:~~

- ~~Use social media for school-related purposes only. Avoid discussion of personal topics.~~
- ~~Express opinions respectfully and treat others with dignity and respect.~~
- ~~Follow writing conventions, including proper grammar, capitalization, and punctuation.~~
- ~~Be open and honest. Use your real name (and OSD alias). Do not misrepresent yourself by using someone else's identity.~~
- ~~Accept responsibility. Be the first to acknowledge your own mistakes. Admit and correct errors quickly, confirm receipt of undated or revised posts, and respond promptly to concerns and misinformation.~~
- ~~Comply with copyright laws when using the creative works of others.~~
- ~~Follow the "Terms of Use" of any third-party social media provider.~~
- ~~Report questionable conduct, contact, or content to a teacher, administrator and/or parent.~~

## Acceptable Use

Each user of the EIS shall:

● ~~Use A.~~ Use the EIS to support personal educational objectives consistent with the educational goals and ~~objectives of the~~ objectives of the School District.

- ~~Agree~~-B. Agree not to submit, publish, display, or retrieve any defamatory, inaccurate, abusive, obscene, profane, ~~sexually~~ sexually oriented, threatening, racially offensive, or illegal material.
- ~~Abide~~-C. Abide by all copyright and trademark laws and regulations.
- ~~Not~~-D. Not reveal home addresses, personal phone numbers or personally identifiable data unless authorized ~~to do so~~ to do so by designated school authorities.
- ~~Understand~~-E. Understand that electronic mail or direct electronic communication is not private and may be read ~~and monitored~~ and monitored by school employed persons.
- ~~Not~~-F. Not use the network in any way that would disrupt the use of the network by others.

#### ■ ~~Not~~

G. Not use the EIS for commercial purposes.

#### ■ ~~Follow~~

H. Follow the District's code of conduct.

#### ■

I. Not attempt to harm, modify, add, or destroy software or hardware nor interfere with system security.

■ ~~Not use any device to record, transmit, or post photos or a video of a person without their knowledge and consent.~~

● ~~Adhere to all District policies related to technologies, including but not limited to, the use of District technology, copyright and trademark laws, student rights, parent rights, the Family Educational Rights and Privacy Act (FERPA), staff ethics, mandatory reporting requirements, and staff-student relations.~~

● ~~Understand~~-J. Understand that inappropriate use may result in cancellation of permission to use the electronic ~~information services~~ information services (EIS) and appropriate disciplinary action up to and including expulsion for students.

In addition, acceptable use for District employees is extended to include requirements to:

- ~~Maintain~~-A. Maintain supervision of students using the EIS.
- ~~Agree~~-B. Agree to directly log on and supervise the account activity when allowing others to use District accounts.
- ~~Take responsibility for the content of their posting on any form of technology through any form of communication.~~
- ~~Take~~-C. Take responsibility for assigned personal and District accounts, including password protection.
- ~~Take~~-D. Take all responsible precautions, including password maintenance and file and directory protection measures, ~~to~~ to prevent the use of personal and District accounts and files by unauthorized persons.

~~Violation of the guidelines above will result in staff and/or student discipline in accordance with state law, Board policies and regulations, the District Code of Conduct, and school handbooks. Nothing in Policy IJNDB or this regulation prohibits District staff and students from appropriate use of educational websites and/or use of social networking websites for curricular, co-curricular, or extracurricular~~

E. Pursuant to A.R.S. [15-120.05](#), teachers may grant access to social media networks for educational purposes.

Each user will be required to sign an EIS user agreement. A user who violates the provisions of the agreement will be denied access to the information services and may be subject to disciplinary action. Accounts may be closed and files may be deleted at any time. The District is not responsible for any service interruptions, changes, or consequences.

Details of the user agreement shall be discussed with each potential user of the electronic information services. When the signed agreement is returned to the school, the user may be permitted use of EIS resources through school equipment.

## **Wireless Communication**

### **Device Guidelines**

Students must follow all District rules and procedures for the use of wireless communication devices.

### ***Acceptable Use***

Students may use wireless communication devices:

- A. for educational purposes, as directed by the student's teacher
- B. during an emergency; and/or as needed for a medical condition.
- C. With permission from a teacher or staff member, a student may contact their parent/legal guardian using the student's cellular telephone.

***Insert optional District language here regarding additional District-level requirements.***

## Compare Policy Advisory "IHA © BASIC INSTRUCTIONAL PROGRAM" to Policy in Manual

 firstlast 

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### IHA © BASIC INSTRUCTIONAL PROGRAM

The various instructional programs will be developed to maintain a balanced, integrated, and sequential curriculum that will serve the educational needs of all school-aged children in the District. The curriculum will be broad in scope and provide for a wide range in rate, readiness, and potential for learning.

The instructional program shall reflect the importance of language acquisition/reading-skill development as the basic element in each student's education. The first priority of the instructional program will be language acquisition through a planned sequence of reading skills and language experiences beginning in the kindergarten program. The improvement of specific reading skills of students should be continuous throughout their education. Each school educating students in kindergarten and grades one (1) through three (3) shall have a reading program as required by A.R.S. [15-704](#) and applicable State Board of Education rules.

The second priority of the instructional program will be mastery of the fundamentals of mathematics, beginning in the kindergarten program.

The instructional program will ensure that on or before July 1, 2022, at least one (1) kindergarten through third (K-3) grade teacher, literacy coach or literacy specialist in each school has received training related to dyslexia that complies with the requirements prescribed in A.R.S. [15-219](#) and A.R.S. [15-501.01](#) which includes enabling teachers to understand and recognize dyslexia and to implement structured literacy instruction that is systematic, explicit, multisensory and evidence-based to meet the educational needs of students with dyslexia.

Attention to the above-listed priorities shall not result in neglect of other areas of the curriculum.

#### **Minimum Course of Study for Students in the Common Schools**

Students shall demonstrate competency as defined by the State Board-adopted academic standards, at the grade levels specified, in the following required subject areas:

- A. English language arts (ELA);
- B. Mathematics;
- C. Social studies; including:
  - 1. Civics; and
  - 2. Instruction on the Holocaust and other genocides for at least three (3) class periods, or the equivalent, on at least two (2) separate occasions during any of grades seven through twelve (7-12).

3. Instruction in the Constitutions of the United States and Arizona, American institutions and ideals and in the history of Arizona, including the history of Native Americans in Arizona for a total of one (1) year during kindergarten (K) through eighth (8th) grades.

D. Science;

E. Two (2) or more of the following:

1. Visual Arts
2. Dance
3. Theatre
4. Music
5. Media Arts

F. Health/Physical education, including mental health. Mental health instruction may be included as part of other subject areas and shall comply with A.R.S. § [15-701.03](#).

### **Minimum Course of Study for Graduation from High School**

See Policy IKF.

### **Observance Days**

September 11, in each year shall be observed as 9/11 Education Day. On 9/11 Education Day, each public ~~school shall dedicate a portion of the school day to age-appropriate education~~ [school that provides instruction to students in any of grades seven \(7\) through twelve \(12\) shall provide age-appropriate instruction to students in each of grades seven \(7\) through \(12\) twelve](#) on the terrorist attacks of September 11, 2001.

September 25, in each year, shall be observed as Sandra Day O'Connor Civics Celebration Day. On Sandra Day O'Connor Civics Celebration Day, each public school in this state shall dedicate the majority of the school day to civics education.

If Sandra Day O'Connor Civics Celebration Day or 9/11 Education Day falls on a Saturday, Sunday or other day when a public school is not in session, the preceding or following school day shall be observed in the public school as the holiday.

The Superintendent is directed to emphasize the use of the resources developed by the State Board of Education relating to civics education which align with the academic standards in social studies pursuant to A.R.S. [15-701](#) and [15-701.01](#).

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[1-319](#)

[1-321](#)

[15-203](#)

[15-211](#)

[15-219](#)

[15-341](#)

[15-501.01](#)

[15-701](#)

[15-701.01](#)

[15-701.03](#)

[15-704](#)

[15-710](#)

[15-710.02](#)

[15-741.01](#)

[15-802](#)

A.A.C.

[R7-2-301](#) *et seq.*

CROSS REF.:

[IJNDB](#) - Use of Technology Resources in Instruction

[IKE](#) - Graduation Requirements

**JLF ©**  
**REPORTING CHILD ABUSE /**  
**CHILD PROTECTION**

~~Any school personnel or~~ School personnel, including substitute teachers and any member of a school district governing board or charter school governing body, or any other person who has responsibility for the care or treatment of a minor and who reasonably believes that a minor is or has been the victim of physical injury, abuse, child abuse, a reportable offense or neglect that appears to have been inflicted upon the minor by other than accidental means or that is not explained by the available medical history as being accidental in nature or who reasonably believes there has been a denial or deprivation of necessary medical treatment or surgical care or nourishment with the intent to cause or allow the death of an infant who is protected under A.R.S. [36-2281](#) shall immediately report or cause reports to be made of such information to a peace officer or to the Department of Child Safety (DCS) of the Department of Economic Security, except if the report concerns a person who does not have care, custody, or control of the minor, the report shall be made to a peace officer only. Such reports shall be made immediately either electronically or by telephone. A report to a school resource officer or a school safety officer does not satisfy the reporting requirements of A.R.S. [13-3620](#).

When a report is received by a school resource officer or school safety officer, the officer shall immediately notify a law enforcement agency in the appropriate jurisdiction and shall submit to the local law enforcement agency all information relating to the report for the purposes of the law enforcement agency investigating the reported conduct.

The Arizona Department of Economic Security, Division of Children, Youth and Families, has determined that all mandated reporters may now electronically submit non-emergency reports via a secure online reporting website. Non-emergency reports are those in which a child is not at immediate risk of abuse or neglect that could result in serious harm. Mandated reporters will be able to submit non-emergency reports twenty-four (24) hours a day without wait times.

All reports made via the online website will *require the person making the report (reporting source) to provide contact information*. A representative from the Child Abuse Hotline may contact the source for additional information, if necessary. This process will make it more convenient to meet the mandated reporting requirements and help ensure child safety.

All *emergency situations* where a child faces an immediate risk of abuse or neglect that could result in serious harm *must* still be reported by calling 911 or 1-888-SOS-CHILD (1-888-767-2445). If a reporting source is unsure as to whether or not the report is an emergency situation, the reporting source should call the Child Abuse Hotline to make a report.

Any concerns for the safety of a child due to abuse, neglect or abandonment, *must be reported*, by:

Calling 1-888-SOS-CHILD (1-888-767-2445),

TDD: 602-530-1831 (1-800-530-1831), or

Submitting *non-emergency* concerns via the Online Reporting Service at <https://dcs.az.gov/about/contacts>.

Pursuant to A.R.S. [13-3620](#), such reports shall contain, if known:

- A. The names and addresses of the minor, the parents, or the person or persons having custody of such minor, if known.
- B. The minor's age and the nature and extent of the minor's abuse, child abuse, or physical injuries or neglect, including any evidence of previous abuse, child abuse, physical injury or neglect.
- C. Any other information that such person believes might be helpful in establishing the cause of the abuse, child abuse, physical injury or neglect.

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

### **Interviewing Requirements**

A student who is identified as a potential victim of a reportable offense may be interviewed only as provided by the local county protocol that is adopted pursuant to A.R.S. [8-817](#). This does not prevent a school safety officer or a school resource officer from either:

- A. receiving a voluntary report of a reportable offense from a student who is an alleged victim.
- B. asking a student minimal follow-up questions that are necessary and authorized by the county protocol.

### **Department of Child Safety Caseworker Visits**

When a Department of Child Safety caseworker visits a child at the child's school for the purpose of an interview, the caseworker shall present the

caseworker's department of child safety identification. The caseworker may be asked to show the caseworker's valid driver license or valid nonoperating identification license. The school may not keep a digital or physical record of the caseworker's personal identifying information. The school may keep a digital or physical record of the caseworker's Department of Child Safety identification.

If a caseworker declines or is unable to provide one of these forms of identification, the caseworker shall provide the child's school with the contact information for the department office where the caseworker is employed. The school shall contact the department office and verify the caseworker's identification and employment.

### **Reporting Not Required**

A report is not required under A.R.S. [13-3620](#) for conduct prescribed by A.R.S. [13-1404](#) and [13-1405](#) if the conduct involves only minors who are fourteen (14), fifteen (15), sixteen (16) or seventeen (17) years of age and there is nothing to indicate that the conduct is other than consensual.

A report is not required if a minor is of elementary school age, the physical injury occurs accidentally in the course of typical playground activity during a school day, occurs on the premises of the school that the minor attends and is reported to the legal parent or guardian of the minor and the school maintains a written record of the incident. The school will maintain a written record of the physical injury as part of the student's health file as required by Arizona State Library, Archives and Public Records (ASLAPR).

### **Failure to Report**

A person who fails to report abuse as provided in A.R.S. [13-3620](#) is guilty of a ~~class~~ Class 1 misdemeanor, except if the failure to report involves a reportable offense, the person is guilty of a ~~class~~ Class 6 felony.

Any certificated person or Governing Board member who reasonably suspects or receives a reasonable allegation that a person certificated by the Department of Education has engaged in conduct involving minors that would be subject to the reporting requirements of A.R.S. [13-3620](#) shall report or cause reports to be made to the Department of Education in writing as soon as is reasonably practicable but not later than three (3) business days after the person first suspects or receives an allegation of the conduct.

Any person who is employed as the immediate or next higher-level supervisor to or administrator of a person who is statutorily required to report is not required to report if the supervisor or administrator reasonably believes that the report has been made by the person who is required to report.

Any school employee who has orally reported to DCS or a peace officer a reasonable belief of an offense to a minor must provide written notification to

the principal of the oral report not later than the next workday following the making of the report.

### **Posting Requirements**

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

- A. In boldfaced type, the telephone number of the centralized intake hotline concerning suspected abuse and neglect of children that is established pursuant to A.R.S. [8-455](#).
- B. Instructions to call 911 for emergencies.
- C. Directions for accessing the website of the Department of Child Safety for more information on reporting child abuse, child neglect and the exploitation of children.

### **Definitions**

*School Safety Officer:* a peace officer who is working in an off-duty capacity at a school. [A.R.S. [15-514](#)]

*School Resource Officer:* A peace officer or a full-authority reserve peace officer who is certified by the Arizona Peace Officer Standards and Training Board (AZPOST). [A.R.S. [15-154](#)]

*Peace Officer:* "Peace officers" means sheriffs of counties, constables, marshals, policemen of cities and towns, commissioned personnel of the department of public safety, personnel who are employed by the state department of corrections and the department of juvenile corrections and who have received a certificate from the Arizona Peace Officer Standards and Training Board (AZPOST). [A.R.S. [1-215](#)]

Adopted: November 20, 2005

LEGAL REF.:

A.R.S.

[1-215](#)

[8-201](#)

[8-530.08](#)

[13-1404](#) *et seq.*

[13-1410](#)

[13-3019](#)

[13-3212](#)

[13-3506](#)

[13-3506.01](#)

[13-3552](#)

[13-3553](#)

[13-3608](#)  
[13-3619](#)  
[13-3620](#)  
[13-3623](#)  
[15-154](#)  
[15-160.01](#)  
[15-160.03](#)  
[15-514](#)  
[46-451](#)  
[46-454](#)

CROSS REF.:

[GBEB](#) - Staff Conduct

[GBEBB](#) - Staff Conduct With Students

[JKA](#) - Corporal Punishment

## Compare Policy Advisory "JLIF © SEX OFFENDER NOTIFICATION" to Policy in Manual

 first

last 

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### JLIF © SEX OFFENDER NOTIFICATION

#### (Sex Offender and Dangerous Juvenile Offender Notification and Protective Measures)

Arizona statutes require law enforcement agencies to provide notification to the District regarding certain registered sex offenders and require courts to notify the District regarding juveniles adjudicated delinquent for "dangerous offenses" or certain sex offenses.

A. Arizona Revised Statutes (A.R.S.) [13-3825](#) and [13-3826](#) require the local law enforcement agency to notify the community, including area schools, of the presence of a registered sex offender in the community when the offender has been determined by the agency to be a "level one" offender who has been convicted of a dangerous crime against children as defined in Section 13-705, a "level two" offender (medium risk) or a "level three" (high risk) offender. The child's school must be notified if the offender has legal custody of a child.

B. A.R.S. [8-350](#) directs the court to notify the District when a student attending a school in the District has been adjudicated delinquent for or convicted of and placed on probation for a dangerous offense or sexual conduct with a minor, sexual assault, molestation of a child, or continual sexual abuse of a child. *Dangerous offense* is defined in [8-350](#) as "an offense involving the discharge, use or threatening exhibition of a deadly weapon or dangerous instrument or the intentional or knowing infliction of serious physical injury on another person."

C. A.R.S. [13-3821](#) permits a juvenile court to require a juvenile who has been adjudicated delinquent for certain sex offenses to register as a sex offender until the person reaches the age of twenty-five (25), and A.R.S. [13-3825](#) permits a juvenile court to further require such juvenile registered sex offender to be subject to the state's community notification requirements.

It is the Governing Board's desire to create and maintain a safe environment for the District's students and staff members. Therefore, the Superintendent is directed to develop procedures to disseminate the information received from the local law enforcement agency regarding adult and juvenile registered sex offenders present in the District and to provide teachers, parents, guardians, or custodians, upon request, information received from a court pursuant to A.R.S. [8-350](#) concerning a juvenile who has been adjudicated for or convicted of a dangerous offense or a specified sex offense.

#### District Procedures

Procedures within the District shall encompass, but not necessarily be limited to:

A. Measures to disseminate information received from the local law enforcement agency to staff members, parents, guardians, or custodians when the District has been notified that a registered offender has moved into the community. When in the judgment of the Superintendent it is determined to be appropriate, the measures will include disseminating the information to students.

B. Measures to provide to teachers, parents, guardians, or custodians, upon request, information received by the District under A.R.S. [8-350](#), regarding juveniles adjudicated delinquent of "dangerous offenses" or sex offenses.

=====

**Optional language: The following elements are available for inclusion at the District's discretion.**

C. District restrictions on and requirements of registered sex offenders.

D. Assessment, enrollment, placement, and oversight of students about whom an A.R.S. [8-350](#) notification has been received.

E. Student instruction in protective measures.

F. Prohibitions against harassment of individuals or acts of vigilantism based upon information received by the District.

Adopted: ~~date of Manual adoption~~<-- z2AdoptionDate -->

#### LEGAL REF.:

A.R.S.

[8-208](#)

[8-321](#)

[8-350](#)

[8-371](#)

[13-1405](#)

[13-1406](#)

[13-1410](#)

[13-1417](#)

[13-3821](#)

[13-3825](#)

[13-3826](#)

20 U.S.C. 1232g(b)(7)

42 U.S.C. 14071(d)

#### CROSS REF.:

[DJE](#) - Bidding/Purchasing Procedures

[EB](#) - Environmental and Safety Program

[GCF](#) - Professional Staff Hiring

[GDF](#) - Support Staff Hiring

[IJNDB](#) - Use of Technology Resources in Instruction

[JA](#) - Student Policies Goals/Priority Objectives

[JE](#) - Student Admissions

[JLI](#) - Student Safety

[JLF](#) - Reporting Child Abuse/Child Protection

[JR](#) - Student Records

# Compare Policy Advisory "JR © STUDENT RECORDS" to Policy in Manual

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

## JR © STUDENT RECORDS

Required student records (regular and special education) will be prepared in a manner consistent with state and federal laws, the requirements of the Arizona Uniform System of Financial Records (USFR) and those of the Arizona Department of Libraries, Archives and Public Records. Retention periods and disposition of records shall be as specified in the USFR, the Arizona Department of Library Archives and Public Records and relevant federal statutes and regulations.

The District will comply with the provisions of the Family Educational Rights and Privacy Act (FERPA) and the Individuals with Disabilities Education Act (IDEA), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT ACT), and the Every Student Succeeds Act of 2015 (ESSA) in the establishment, maintenance, correction, and disposition of student records.

The Board directs the Superintendent to establish procedures for such compliance, including informing parents, students, and the public of the contents. The Superintendent will implement procedures as required by law and will establish procedures for dealing with violations.

If a parent or eligible student believes that the District is violating the FERPA, that person has a right to file a complaint with the U.S. Department of Education. The address is:

The Family Policy Compliance Office

U.S. Department of Education

400 Maryland Avenue, SW

Washington, DC 20202-4605

Telephone number: (202) 260-3887

In adopting this policy it is the intent of the Board that the policy and related procedures be implemented immediately. Copies of the policy and procedures will be available for parent and eligible student review in the District office.

### **Confidentiality**

The right to inspect and review education records and the release of or access to such records, other information, or instructional materials will be consistent with federal law in the Family Educational Rights and Privacy Act, Title 20, United States Code, sections 1232g and 1232h, the USA PATRIOT ACT, ESSA and with federal regulations issued pursuant to such act.

### **Annual Notification**

Within the first three (3) weeks of each school year, the District will publish in a District communication a notice to parents and eligible students of their rights under the FERPA and this procedure. This notice will also be provided to each parent of new students enrolling after school begins [34 C.F.R. 99.7]. The District will arrange to provide translation of the notice to non-English-speaking parents in their native language or mode of communication [34 C.F.R. 300.9]. The notice shall inform the parents of:

- A. The right of the parent or an eligible student to inspect and review the student's education records.
- B. The intent of the District to limit the disclosure of personally identifiable information contained in a student's education records, including disciplinary records, except by the prior written consent of the parent or eligible student or under certain limited circumstances as permitted by the FERPA, the USA PATRIOT Act or the ESSA.
- C. The right of the parent or eligible student to seek to correct parts of the school education records that the student or the parent believes to be inaccurate, misleading, or in violation of student rights. This right includes the right to a hearing to present evidence that the record should be changed if the District decides not to alter it according to the parent's or eligible student's request.
- D. The right of the parent or eligible student to file a complaint with the U.S. Department of Education if they believe the District has violated the FERPA.

Parents and eligible students have the following rights under the Family Educational Rights and Privacy Act (FERPA) and this procedure [34 C.F.R. 99.7 and 300.613]. The notice shall also include:

- A. The procedure for exercising the right to inspect and review education records.
- B. The procedure for requesting amendments of education records that the parent or eligible student believe to be inaccurate, misleading or otherwise a violation of the student's privacy rights.
- C. The conditions when prior consent is not required, the criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

#### ***Directory Information:***

A. Except as provided in subsection B of A.R.S. [15-142](#), a school may *only* disclose directory information relating to students, in accordance with state and federal law, if the school first notifies the parent or eligible student of all of the following:

1. The types of information that the school has designated as directory information.
2. The right of the parent or eligible student to refuse the school's designation of any or all of the types of information about the student as directory information.
3. The period of time within which a parent or eligible student must notify the school in writing that the parent or eligible student does not want any or all of the types of information about the student designated as directory information.

B. Except as required by state or federal law, a school may not disclose the address, telephone number or e-mail address of a student unless either:

1. The parent or eligible student has affirmatively consented in writing to the disclosure; or
2. The parent or eligible student has not opted out of the disclosure pursuant to subsection A of A.R.S. [15-142](#) and the disclosure is either:
  - a. To one (1) or more students who are enrolled in the school and for educational purposes; or
  - b. To school employees and for school business purposes.

If the School District ~~permits~~ allows the release of directory information relating to ~~pupils~~ students, subject to subsections A and B of A.R.S. [15-142](#), the information shall be released on or before October 31 of each year.-

The Superintendent shall develop procedures to communicate to students and their parents ~~in a timely manner~~ information relating to access to the Arizona Department of Education form which is designed to allow ~~pupils~~ parents and eligible students to request that directory information not be released pursuant to the Elementary and Secondary Education Act (ESEA) as reauthorized by the Every Student Succeeds Act of 2015 (ESSA).

~~Adopted: June 20, 2017~~

### Definition

For the purposes of this section, "eligible student" means a student who is at least eighteen (18) years of age or is emancipated.

Adopted: <-- z2AdoptionDate -->

### LEGAL REF.:-

A.R.S.-

[15-141](#)

[15-142](#)

[15-828](#)

[15-829](#)

[25-403.06](#)

[44-1373](#)

10 U.S.C. 503

20 U.S.C. 1232

20 U.S.C. 1400 *et seq.*, Individuals with Disabilities Education Act

20 U.S.C. 6301 *et seq.* ~~Every~~, Every Student Succeeds Act of 2015

20 U.S.C. 7908

34 C.F.R. 300

### CROSS REF.:-

[IHB](#) - Special Instructional Programs

[JF](#) - Student Admissions

[JFAB](#) - Admission of Nonresident Students

[JLH](#) - Missing Students

[JRCA](#) - Request for Transfer of Records

## Compare Policy Advisory "JR-R ©" to Policy in Manual

first

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

last

### JR-R ©

#### REGULATION

#### STUDENT RECORDS

This

~~procedure~~

**regulation** is designed to meet the provisions of the Family Educational Rights and Privacy Act (FERPA) and the Individuals with Disabilities in Education Act (IDEA). All personnel in the District are expected to fulfill the requirements of policy and the following procedures in order to protect the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages [34 C.F.R. 300.612].

The Superintendent has the responsibility for ensuring the confidentiality of any personally identifiable information [34 C.F.R. 300.612].

All rights and protections given parents under the FERPA and this

~~procedure~~

**regulation** transfer to the student upon reaching age eighteen (18) except where the student continues as a dependent under specified circumstances, or enrolling in a postsecondary school. The student then becomes an "eligible student" [34 C.F.R. 99.5 and 300.625].

#### Definitions

For the purpose of

~~the procedure~~

**this regulation**, the District has used the following definitions of terms:

A.

~~Student~~

**Student** - Any person who attends or has attended a program of instruction sponsored by the District and for whom the District maintains education records.

B. *Eligible*

~~student~~

**student** - A student who

~~has reached age~~

is at least eighteen (18) years of age or is

~~attending a postsecondary school~~

emancipated.

C.

~~Parent~~

*Parent* - Either the natural parent of a student, unless the parent's rights under the FERPA have been removed by a court order, statute, or other legal document, or a guardian, or an individual acting as a parent or guardian in the absence of the student's parent or guardian. The District may presume that the parent has the authority to inspect and review education records relating to his or her child unless the District has been advised that the parent does not have authority under applicable law.

D. *Education*

~~records-~~

*records* - Any information directly related to a student recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm or microfiche, that is maintained by the District, an employee of the District, or any agent of the District except:

1. Personal records kept by an employee of the District that meets the following tests:
  - a. It is used only as a personal memory aid.
  - b. It is kept in the personal possession of the individual who made it.
  - c. It is not accessible and has never been revealed to any other person except the employee's temporary substitute.
2. Medical treatment records maintained for "eligible students."
3. Records collected and maintained by a law enforcement unit of the school.
4. Records containing only information about a person after that individual is no longer a student in the District.
5. An employment record that is used only in relation to a student's employment by the District. (*Employment for this purpose does not include activities for which a student receives a grade or credit in a course.*)
6. Related alumni records after the student no longer attends classes provided by the District, and the records do not relate to the person as a student.

E. *Personally identifiable*

~~information-~~

*information* - Any data or information that makes the subject of a record known. This includes the student's name, the name(s) of the student's parent(s) or other family member(s), the student's address, the student's Social Security number, a student number, a list of personal characteristics, or other information that would make the student's identity easily traceable.

F. *Signed and dated written consent* - May include a record and signature in electronic form that:

1. Identifies and authenticates a particular person as the source of the electronic consent.
2. Indicates such person's approval of the information contained in the electronic consent.

## **Locations of Education Records**

A list of types and locations of education records collected, maintained, or used will be provided to the parents on request [34 C.F.R. 300.616]. See Exhibit JR-EA.

## **Procedure to**

~~Inspect~~

**Inspect**

## **Education Records**

Parents of a student, the designated representative of the parents, and an eligible student may inspect and review the student's education records that are collected, maintained, or used by the District [34 C.F.R. 300.501]. In some circumstances it may be mutually more convenient for the record custodian to provide copies of records. Charges for the copies of records will be costs of copying unless the fee would effectively prevent the parent from exercising rights to inspect and review those records [34 C.F.R. 300.613 and 300.617].

Since a student's records may be maintained in several locations, the school principal will offer to collect copies of records or the records themselves from locations other than a student's school so they may be inspected at one (1) site. However, if parents and eligible students wish to inspect records where they are maintained, the school's principal will make every effort to accommodate their wishes.

Parents, the designated representative of the parents, or the eligible student should submit to the student's school principal a signed and dated written request that identifies as precisely as possible the record or records wanted for inspection. The District will respond to any request without unnecessary delay before any meeting regarding any individual education program or hearing relating to the identification, evaluation, placement of a student, or the provision of a free appropriate public education, and in no case more than forty-five (45) days after the request has been made [34 C.F.R. 300.613

~~and 99~~

**and 99.10]**. See Exhibit JR-ED.

The principal, or other education records custodian, will contact the parent of the student or the eligible student to discuss how access will be best arranged (e.g., copies, at the exact location, or records brought to a single site).

Parents have the right, upon reasonable request, for explanations and interpretations of the information contained in the records and a right to request copies of the records containing the information, if not in violation of stated policy of FERPA. Parents have the right to have a representative of the parent to inspect and review the records [34 C.F.R. 300.613 and 99.10].

The principal, or other education records custodian, will make the needed arrangements as promptly as possible and notify the parent or eligible student of the time and place where the records may be inspected. This procedure must be completed in forty-five (45) days or less after receipt of the request for access [34 C.F.R. 300.613].

If for any valid reason, such as working hours, distance between record location sites, or health, the parent or eligible student cannot personally inspect and review a student's education records, the District will arrange for the parent or eligible student to obtain copies of the record. See below for information regarding fees for copies of records [34 C.F.R. 300.613 and 99.10].

When a record contains information about students other than a parent's child or the eligible student, the parent or eligible student may not inspect and review the records of the other students [34 C.F.R. 300.615, 99.5 and 99.12].

### **Fees for Copies of Records**

All records subject to disclosure under this procedure shall be available for inspection free of charge. If copies are desired, they shall be furnished by the District to the parent or eligible student on request and free of charge. Additional copies may be sent to other schools or agencies without charge. However, the District reserves the right to charge up to thirty-five cents (35¢) per page for multiple or excessive requests. Copies of available records shall be produced as promptly as possible upon receipt of the request. No fee will be charged for search and retrieval of records [34 C.F.R. 300.617 and 99.11].

The District will provide copies of records:

- A. When the refusal to provide copies effectively denies access to the records by the parent or eligible student [34 C.F.R. 300.617].
- B. At the request of the parent or eligible student, when the District has provided the records to third parties by the prior consent of the parent or eligible student.
- C. At the request of the parent or eligible student when the District has forwarded the records to another school where the student seeks or intends to enroll.

### **Directory Information**

#### ***Personally Identifiable***

#### ***Information***

The District designates the following personally identifiable information contained in a student's education records as "directory information" and may disclose that information without prior written consent [20 U.S.C. 1232g(a)(5)(A)]:

- A. The student's name.
- B. The student's address.
- C. The student's telephone listing.

- D. The student's date and place of birth.
- E. The student's electronic mail address.
- F. The student's photograph.
- G. The student's grade level.
- H. The student's major field of study.
- I.

~~The~~

The student's dates of attendance.

J.

~~The~~

The student's enrollment status (e.g., part time or full time).

- K. The student's participation in officially recognized activities and sports.
- L. The student's weight and height if a member of an athletic team.
- M. The student's honors and awards received.
- N. The student's most recently attended educational agency or institution.

Within the first three (3) weeks of each school year the District will publish in a District communication or send home with each student the above list, or a revised list, of the items of directory information designated as directory information. For a student who enrolls after the notice is published, the list will be given to the parent or eligible student at the time and place of enrollment. See Exhibit JR-EB.

After the parents or eligible student have been notified, they will have two (2) weeks to advise the District in writing (a letter to the Superintendent's office) of any or all of the items they refuse to permit the District to designate as directory information about that student.

According to state and federal law if the Governing Board permits the release of directory information relating to students to persons or organizations who inform students of educational or occupational opportunities, then the Governing Board shall provide access to directory information on the same basis to military official recruiting representatives for the purpose of informing students of educational and occupational opportunities available to them.

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### ***Refusal to Release Personally***

#### ***Identifiable Information***

Directory information shall be released on or before October 31 of each year unless the parent or eligible student requests in writing to the District (a letter to the Superintendent's office within two [2] weeks after notification) not to release directory information to any person or organization without prior signed and dated written consent. The District shall distribute a form,

separate from any other form, designed and provided to districts by the Arizona Department of Education allowing

~~pupils~~

students to request that directory information not be released. If the District distributes materials to

~~pupils~~

students through electronic communication or on an internet website, the form may be distributed in the same manner.

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A person who is wrongfully denied access to directory information or access to school buildings, school grounds or other property may notify the Department of Education, which shall report the alleged violation to the United States Department of Education. If the parent or eligible student refuses to allow the release of directory information without prior signed and dated written consent, then the District will not provide military recruiters, upon request, directory information containing the student's name, addresses and telephone listings.

### *Permission to Release Personally*

#### *Identifiable Information*

At the end of the two (2)-week period, if the parent or eligible student has not returned the form indicating refusal to allow the release of directory information, the District will assume it has their permission to release the above-mentioned information.

-

The Governing Board shall provide the student with a transcript release form that allows the student to designate in separate check boxes whether the transcript is to be released to postsecondary institutions, the militia of this state or the armed services of the United States, or to any combination of these entities.

This designation will remain in effect until it is modified by the prior signed and dated written direction of the parent or eligible student. The student's records will be appropriately marked by the records custodian to ensure compliance with the parents' or eligible student's request.

### **Use of Student**

~~Education~~

#### **Education**

#### **Records**

To carry out their responsibilities, school officials will have access to student education records for legitimate educational purposes. The District will use the following criteria to determine who are school officials [34 C.F.R. 99.31]:

- A. A person duly elected to the Board (under limited circumstances).

- B. A person certificated by the state and appointed by the Board to an administrative or supervisory position.
- C. A person certificated by the state and under contract to the Board as an instructor.
- D. A person employed by the Board as a temporary substitute for administrative, supervisory, or instructional personnel for the period of such performance as a substitute.
- E. A person employed by or under contract to the Board to perform a special task, such as a secretary, a clerk, the Board attorney, or auditor, for the period of such performance as an employee or contractor.

District officials who meet the criteria listed above will have access to a student's records if they have a legitimate educational interest in doing so [34 C.F.R. 99.32]. A "legitimate educational interest" is the person's need to know in order to:

- A. Perform an administrative task required in the school employee's position description approved by the Board.
- B. Perform a supervisory or instructional task directly related to the student's education.
- C. Perform a service or benefit for the student or the student's family, such as health care, counseling, student job placement, or student financial aid.

Records of students placed in special educational programs will be under the direct supervision of the program administration. All persons collecting or using personally identifiable information in records of students determined to be a student with a disability will receive training or instruction regarding Arizona's policies and procedures for the protection of these records at the collection, storage, disclosure, and destruction stages in accordance with FERPA and IDEA [34 C.F.R. 300.623].

The District will maintain for public inspection a current listing of the names and positions of employees who have access to personally identifiable information maintained on students placed in special education [34 C.F.R. 300.623]. When the information maintained in these records is no longer needed to provide educational services to the student, the District will notify the parents of their right to have the personally identifiable information destroyed [34 C.F.R. 300.624]. However, a permanent record of a student's name, address, phone number, grades, attendance record, classes attended, grade level completed, and year completed will be maintained [34 C.F.R. 300.624]. Destruction of records will be accomplished in accordance with the requirements of Arizona law and regulations of the Department of Library, Archives, and Public Records [34 C.F.R. 300.623].

The District will release information from or permit access to a student's education records only with a parent's or eligible student's prior signed and dated written consent, except that the Superintendent or a person designated in writing by the Superintendent may permit disclosure [34 C.F.R. 99.30, 99.31, 99.34, and 99.37]:

- A. When a student seeks or intends to enroll in another school district or a postsecondary school the District will not further notify parents or eligible students prior to such a transfer of records. Parents and student have a right to obtain copies of records transferred under this provision. See Exhibit JR-EC.
- B. When certain federal and state officials need information in order to audit or enforce legal conditions related to federally supported education programs in the District.

C. To parties who provide or may provide financial aid to a student to:

1. Establish the student's eligibility for the aid.
2. Determine the amount of financial aid.
3. Establish the conditions for the receipt of the financial aid.
4. Enforce the agreement between the provider and the receiver of financial aid.

D. If a state law adopted before November 19, 1974, required certain specific items of information to be disclosed in personally identifiable form from student records to state or local officials.

E. If a state law adopted before November 19, 1974, required certain specific items of information to be disclosed in personally identifiable form from student records to state or local officials of the juvenile justice system and the officials certify in writing that the information will not be disclosed to any other party, except as provided under state law, without prior signed and dated written consent of the parent or the eligible student.

F. When the District has entered into a written agreement or contract for an organization to conduct studies on the District's behalf to develop tests, administer student aid, or improve instruction.

G. To accrediting organizations to carry out their accrediting functions.

H. To parents of an eligible student if the parents claim the student as a dependent as defined by the Internal Revenue Code of 1954.

I.

~~To~~

To comply with a judicial order or lawfully issued subpoena. The District will make a reasonable effort to notify the parent or the eligible student before making a disclosure under this provision unless directed otherwise by a court of competent jurisdiction.

J.

~~To~~

To comply with an *ex parte* order from a court of competent jurisdiction requiring the District to permit the U.S. Attorney General or U.S. Attorney General's designee to collect education records in the possession of the District that are relevant to an authorized investigation or prosecution of an offense listed in 18 U.S.C. 2332b(g)(5)(B) for an act of domestic or international terrorism as defined in 18 U.S.C. 2331. An *ex*

~~parte order~~

*parte order* is an order issued by a court of competent jurisdiction without notice to the adverse party. A disclosure pursuant to an *ex parte* order will not be recorded as a disclosure of information from a student's education records by the District.

K. If the District initiates legal action against a parent or student, the District may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the District to proceed with the legal action.

L. If a parent or eligible student initiates legal action against the District, the District may, without a court order or subpoena, disclose the student's education records that are relevant for the District to defend itself.

M. To comply with the request of authorized law enforcement officials conducting an investigation of acts of terrorism.

N. The disclosure is in connection with a health or safety emergency. Time is an important and limiting factor in determining whether the disclosure is in connection with a health or safety emergency. The District will permit any school official to make the needed disclosure from student education records in a health or safety emergency if:

1. The official deems the disclosure is warranted by the seriousness of the threat to the health or safety of the student or other persons.
2. The information is necessary and needed to address the emergency.
3. The persons to whom the information is to be disclosed are qualified and in a position to deal with the emergency.

O. The District may release student attendance, disciplinary, and other education records to a law enforcement agency and county attorney pursuant to an intergovernmental agreement between the District, the law enforcement agency, the county attorney, and other state, local, or tribal government agencies to create a local or tribal juvenile justice network for the purpose of:

1. providing appropriate programs and services to intervene with juveniles currently involved in the juvenile justice system.
2. providing appropriate programs and services designed to deter at-risk juveniles from dropping out of school or other delinquent behavior.
3. increasing the safety and security of the community and its children by reducing juvenile crime.

P. Education records provided pursuant to an intergovernmental agreement entered into in accord with the above provisions shall be used solely for the purposes of the agreement and shall not be disclosed to any other party, except as provided by law.

A District school official may release information from a student's education records, other than directory information, to a third party if the parent or the eligible student gives prior signed and dated written consent for the disclosure and the third party agrees that the information will not be disclosed to any other party without the prior consent of the parent or eligible student. The signed and dated written consent must include at least:

- A. A specification of the records to be released.
- B. The reasons for the disclosure.
- C. The person or the organization or the class of persons or organizations to whom the disclosure is to be made.
- D. The signature of the parent or eligible student.
- E. The date of the consent and, if appropriate, a date when the consent is to be terminated.

The parent or the eligible student may obtain a copy of any records disclosed under this provision, unless otherwise provided.

## **Records of Requests for**

~~Access-~~

### **Access**

## **and Disclosures Made**

~~from-~~

### **from**

## **Education Records**

The District will maintain an accurate record of all requests for it to disclose information from or to permit access to a student's education records, and of information it discloses and access it permits, with some exceptions as listed below. This record will be kept with, but will not be a part of, each student's cumulative school records. It will be available only to the record custodian, the eligible student, the parent of the student, or to federal, state, or local officials for the purpose of auditing or enforcing federally supported educational programs [34 C.F.R. 99.32]. See Exhibit JR-EE.

The record will include at least:

- A. The name of the person, organization or agency that made the request.
- B. The interest the person, organization or agency had in the information.
- C. The date the person, organization or agency made the request.
- D. Whether the request was granted and, if it was, the date access was permitted or the disclosure was made.

The District will maintain this record as long as it maintains the student's education records. The record will not include requests for access or access granted to:

- A. the parent or eligible student,
- B. authorized law enforcement officials conducting an investigation of acts of terrorism,
- C. school officials who have a legitimate educational interest in the student,
- D. requests for or disclosures of information contained in the student's education records if the request is accompanied by or authorized by the prior signed and dated written consent of the parent or eligible student, or
- E. for requests for or disclosures of directory information designated for that student.

## **Procedures to Seek to**

~~Correct-~~

## Correct

### Education Records

#### [34 C.F.R. 99.20 and 99.21]

Parents of students and eligible students have a right to seek to change any part of the student's record they believe is inaccurate, misleading, or in violation of student rights [34 C.F.R. 300.618 and 99.20]. (Note: Under the FERPA, the District may decline to consider a request to change the grade a teacher assigns for a course.)

For the purpose of outlining the procedure to seek to correct education records, the term

~~incorrect will~~

**incorrect will** be used to describe a record that is inaccurate, misleading, or in violation of student rights. The term

~~correct will~~

**correct will** be used to describe a record that is accurate, not misleading, and not in violation of student rights. Also, in this section, the

~~term requester will~~

**term requester will** be used to describe the parent of a student or the eligible student who is asking the District to correct a record.

To establish an orderly process to review and correct education records for a requester, the District may make a decision to comply with the request for change at several levels in the procedure [34 C.F.R. 300.618 and 99.20].

#### **First-level decision.**

~~A~~

A parent of a student or an eligible student who finds an item in the student's education records that appears to be inaccurate, misleading, or in violation of student rights should immediately ask the record custodian to correct it. If the record is incorrect because of an obvious error and it is a simple matter to make the record change at this level, the record custodian will make the correction. However, if the record is changed at this level, the method and result must satisfy the requester.

If the custodian cannot change the record to the requester's satisfaction or the record does not appear to be obviously incorrect, the custodian will:

- A. Provide the requester a copy of the questioned record at no cost.
- B. Ask the requester to initiate a written request for the change.
- C. Follow the procedure for a second-level decision.

#### **Second-level decision.**

~~The~~

The written request to correct a student's education records through the procedure at this level should specify the correction the requester wishes the District to make. It should at least identify the item thought to be incorrect and state whether the requester believes the item:

- A. Is inaccurate and why,
- B. Is misleading and why, or
- C. Violates student rights and why.

The request will be dated and signed by the requester.

Within two (2) weeks after receiving a written request, the record custodian will study the request, discuss it with other school officials (the person who made the record or those who may have a professional concern about the District's response to the request), make a decision to comply or decline to comply with the request, and complete the appropriate steps to notify the requester or move the request to the next level for a decision.

If, as a result of this review and discussion, a decision is reached that the record should be corrected, the record custodian will affect the change and notify the requester, in writing, of that action. Each such notice will include an invitation for the requester to inspect and review the student's education records to make certain the record is in order and the correction is satisfactory.

If a decision is reached that the record is correct, the custodian will make a written summary of any discussions with other officials and of the findings in the matter. This summary and a copy of the written request will be transmitted to the Superintendent.

### ***Third-level decision.***

~~The~~

The Superintendent will review the material provided by the record custodian and, if necessary, discuss the matter with other officials such as the school attorney or the Board (in executive session unless otherwise requested by parent[s]). The Superintendent will then make a decision concerning the request and complete the steps at this decision level. Ordinarily, this level of the procedure should be completed within two (2) weeks. If it will take longer, the Superintendent will notify the requester in writing of the reasons for the delay and a date when the decision will be made.

If the Superintendent decides the record is incorrect and should be changed, the record custodian will be advised to make the changes. The record custodian will advise the requester of the change.

If the Superintendent decides the record is correct, a letter to the requester will be prepared that will include [34 C.F.R. 300.619 and 99.20]:

- A. The District's decision that the record is correct and the basis for the decision.
- B. A notice to the requester explaining the requester's right to ask for a hearing to present evidence that the record is incorrect and that the District will grant such a hearing.
- C. Instructions for the requester to contact the Superintendent to discuss acceptable hearing officers, convenient times, and a satisfactory site for the hearing. (The District will not be bound by the requester's positions on these items but will, as far as possible, arrange the hearing as the requester wishes.)

D. Advice that the requester may be represented or assisted in the hearing by other parties, including an attorney, at the requester's expense.

***Fourth-level decision.***

~~After~~

After the requester has submitted (orally or in writing) any wishes concerning the hearing officer and the time and place for the hearing, the Superintendent will,

~~within one~~

within one (1) week, notify the requester when and where the District will hold the hearing and whom it has designated as the hearing officer [34 C.F.R. 300.621, 99.21, 99.22, and 99.34].

At the hearing, the hearing officer will provide the requester a full and reasonable opportunity to present material evidence and testimony to demonstrate that the questioned part of the student's education records is incorrect as shown in the requester's written request for a change in the record (second level).

Within one (1) week after the hearing, the hearing officer will submit to the Superintendent a written summary of the evidence submitted at the hearing. Along with the summary, the hearing officer will submit recommendations, based solely on the evidence presented at the hearing, that the record should be changed or should remain unchanged.

The Superintendent will prepare the District's decision within two (2) weeks after the hearing. That decision will be based on the summary of the evidence presented at the hearing and on the hearing officer's recommendation. However, the District's decision will be based solely on the evidence presented at the hearing. Therefore, the Superintendent may overrule the hearing officer if the hearing officer's recommendation is deemed inconsistent with the evidence presented. As a result of the District's decision, the Superintendent will take one (1) of the following actions:

A. If the decision is that the District will change the record, the Superintendent will instruct the record custodian to correct the record. The record custodian will correct the record and notify the requester

~~as~~

at the second-level decision [34 C.F.R. 300.620 and 99.21].

B. If the decision is that the District will not change the record, the Superintendent will prepare a written notice to the requester that will include [34 C.F.R. 300.620 and 99.21]:

1. The District's decision that the record is correct and will not be changed.
2. A copy of a summary of the evidence presented at the hearing and a written statement of the reasons for the District's decision.
3. Advice to the requester that an explanatory statement may be placed in the student's education records stating the reasons for disagreement with the District's decision and/or the reasons for believing the record to be incorrect.

***Final administrative step in the procedure.***

~~When~~

When the District receives an explanatory statement from a requester after a hearing, it will maintain that statement as part of the student's

#### ~~education records~~

education records as long as it maintains the questioned part of the record. The statement will be attached to the questioned part of the record and whenever the questioned part of the record is disclosed the explanatory statement will also be disclosed [34 C.F.R. 300.620 and 99.21].

### **Annual Notification to Parents**

#### ~~Regarding~~

#### **Regarding**

### **Confidentiality of Student**

#### ~~Education~~

#### **Education**

### **Records [34 C.F.R. 300.612]**

Dear Parent:

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. The Governing Board has established written policies regarding the collection, storage, retrieval, release, use, and transfer of student educational information collected and maintained pertinent to the education of all students to ensure the confidentiality of the information and to guarantee parents' and students' rights to privacy. These policies and procedures are in compliance with:

The Family Education Rights and Privacy Act; Title 20, United States Code, Sections 1232g and 1232h; and the Federal Regulations (34 C.F.R., Part 99) issued pursuant to such act;

Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT ACT);

Every Student Succeeds Act of 2015 (ESSA);

The Individuals with Disabilities in Education Act; 20 U.S.C. Chapter 33; and the Federal Regulations (34 C.F.R. Part 300); and

Arizona Revised Statutes, Title 15, sections 141 and 142.

Student education records are collected and maintained to help in the instruction, guidance, and educational progress of the student, to provide information to parents and staff members, to provide a basis for the evaluation and improvement of school programs, and for legitimate educational research. The students' records maintained by the District may include - but are not necessarily limited to, identifying data, report cards and transcripts of academic work completed, standardized achievement test scores, attendance data, reports of psychological testing, health data, teacher or counselor observations, and verified reports of serious or recurrent behavior patterns.

These records are maintained in the office of the District under the supervision of the school administrator and are available only to the teachers and staff members working with the student. Upon request, the District discloses education records, including disciplinary records, without consent to officials of another school district in which a student seeks or intends to enroll. Otherwise, records are not released to most agencies, persons or organizations without prior signed and dated written consent of the parent [34 C.F.R. 99.7]. The signed and dated written consent may be in electronic form under certain conditions [34 C.F.R. 99.30].

You shall be informed when personally identifiable information collected, maintained, or used is no longer needed to provide educational services to your child. The information must be maintained for two (2) years after the date your child was last enrolled in this school district.

You have the right to inspect and review any and all records related to your child within forty-five (45) days of the day of receiving a request for access, including a listing of persons or organizations who have reviewed or have received copies of the information [34 C.F.R. 99.7]. Parents who wish to review their children's records should contact the principal for an appointment or submit to the principal a written request that identifies the record(s) you wish to inspect. District personnel will make arrangements for access and notify you of the time and place where the records may be inspected. District personnel will be available to explain the contents of the records to you. Copies of student education records will be made available to parents when it is not practicable for you to inspect and review the records at the school. Charges for the copies of records will be costs of copying unless the fee prevents the parent from exercising rights to inspect and review those records.

You have the right to request that an amendment be made to the student's education records and to add comments of your own if you believe information in the record file is inaccurate or misleading [34 C.F.R. 99.7(a)(1)]. You should write the principal, clearly identify the part of the record you want changed, and specify why it is inaccurate or misleading. If the District decides not to amend the record as requested by you, the District will notify you of the decision and advise you of the right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to you when notified of the right to a hearing.

You have the right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the District as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the District has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Copies of the District student education records confidentiality policies and procedures may be reviewed in the assigned office in each school [34 C.F.R. 99.7]. You have the right to file a complaint with the Family Educational Rights and Privacy Act Office in Washington, D.C., concerning alleged failures by the District to comply with the requirements of FERPA [34 C.F.R. 99.7]. The name and address of the Office that administers FERPA are:

**Family Policy Compliance Office**

**U.S. Department of Education**

**400 Maryland Avenue, SW**  
**Washington, DC 20202-4605**

Alph Code	Policy Name	Superintendent Notes	Additional Notes
DA	Fiscal Management Goals / Priority Objectives	Minor edits were made to the policy language to reflect current best practices; the title was also updated to Fiscal Management Goals (removing Priority Objectives) as the list included in Policy DA reflects broad outcomes/aspirations.	
DB DB-R (New)	Annual Budget Annual Budget Schedule Preparation/Planning, Format, and Posting/Submission	Language in Policies DBC and DICA was moved to Policy DB; therefore, Policies DBC and DICA were removed from the model manual. Headings were also added for clarity, and the title was updated to Annual Budget: Schedule, Preparation/Planning, Format, and Posting/Submission to align with policy content. In addition, information regarding desegregation funding was included per A.R.S. 15-910, and submission information was included per A.R.S. 15-905. The list under the heading Format was updated to align with requirements in A.R.S. 15-903, and Legal References were also updated. Newly created Regulation DB-R contains content from Regulation DBC-R; therefore, DBC-R was removed from the model manual. Headings were added for clarity, and language was revised to include additional guidance from the USFR and statute.	
DBC (Deleted) DBC-R (Deleted)	Budget Planning, Preparation, and Schedules	Language in Policy DBC was moved to Policy DB under the heading Schedule; therefore, Policy DBC was removed from the model manual. Regulation DBC-R was recodified as Regulation DB-R; therefore, Regulation DBC-R was removed from the model manual.	
DBF	Budget Hearings and Reviews/Adoption Process	The first paragraph in Policy DBI was moved to Policy DBF under the heading Implementation; therefore, Policy DBI was removed from the model manual. Headings were also added for clarity, and the title was updated to Budget Process, Adoption and Implementation to align with policy content.	
DBI (Deleted)	Budget Implementation	Language in Policy DBI was moved to Policy DBF under the heading Implementation; therefore, Policy DBI was removed from the model manual.	

<b>DBJ</b>	Budget Transfers	Headings were added for clarity, and "Reconciliation and" was added to the policy title to align with content (current title – Budget Reconciliation and Transfers).	
<b>DD</b> <b>DD-E</b>	Funding Proposal, Grants, and Special Projects	Language in Policies DDA and DEC were moved to Policy DD; therefore, Policies DDA and DEC were removed from the model manual. Headings were also added for clarity, and the title to the policy and accompanying exhibit was updated to Budget Funding Sources to align with content. A.R.S. 15-991 was added to the Legal References as it pertains to Impact Aid.	

<b>DDA (Deleted)</b>	Funding Sources Outside the School System	Language in Policy DDA was moved to Policy DD under the heading Funding Sources Outside the School System; therefore, Policy DDA was removed from the model	
<b>DEC (Deleted)</b>	Funding from Federal Tax Sources	Language in Policy DEC was moved to Policy DD under the heading Funding From Federal Tax Sources (Impact Aid Program); therefore, Policy DEC was removed from the model manual.	
<b>DFA</b>	Revenues from Investments	Language in Policies DFB, DFD, and DFF was moved to Policy DFA; therefore, Policies DFB, DFD, and DFF were removed from the model manual. Headings were also added for clarity, and the policy title was updated to Revenues and Income to align with policy content. In addition, compliancy language was expanded (e.g., permitted and prohibited fundraisers) under the heading Student Activity Income to assist Districts.	
<b>DFB (Deleted)</b>	Revenues from School-Owned Real Estate	Language in Policy DFB was moved to Policy DFA under the heading School-Owned Real Estate; therefore, Policy DFB was removed from the model manual. Information under Student Activities Income was updated and Career and Technical Education was added to provide additional guidance. Legal References were also updated.	
<b>DFD (Deleted)</b>	Gate Receipts and Admissions	Language in Policy DFD was moved to Policy DFA under the heading Gate Receipts and Admissions; therefore, Policy DFD was removed from the model manual	
<b>DFF (Deleted)</b>	Income from School Sales and Services	Language in Policy DFF was moved to Policy DFA under the heading School Sales and Services; therefore, Policy DFF was removed from the model manual.	
<b>DG</b>	Banking Services	Language in Policy DGA was moved to Policy DG; therefore, Policy DGA was removed from the model manual. Headings were also added for clarity, and the policy title was updated to Banking Services and Authorized Signatures to align with policy content.	
<b>DGA (Deleted)</b>	Authorized Signatures	Language in Policy DGA was moved to Policy DG under the heading Authorized Signatures; therefore, Policy DGA was removed from the model manual.	

<b>DGD</b>	Credit Cards	Policy DGD included a minor reorganization (the Definition portion of the policy was relocated to the top of the document).	
<b>DI</b>	Fiscal Accounting and Reporting	Language in Policy DIA was moved to Policy DI; therefore, Policy DIA was removed from the model manual. Headings were also added for clarity.	
<b>DIA (Deleted)</b>	Accounting System	Language in Policy DIA was moved to Policy DI under the heading Accounting System; therefore, Policy DIA was removed from the model manual.	
<b>DIB</b>	Types of Funds/Revolving Funds	Policy DIB includes a title change only: Revolving and Auxiliary Funds.	
<b>DIC</b>	Financial Reports and Statements	Headings were added for clarity	
<b>DICA (Deleted)</b>	Budget format	Language in Policy DICA was moved to Policy DB under the heading Format and the first paragraph under the heading Posting and Submission; therefore, Policy DICA was removed from the model manual.	
<b>DID DID-R</b>	Inventories	The Stewardship List in Policy DID was updated to align with language in the Uniform System of Financial Records, and information regarding Equipment Inventory and Supplies inventory lists were included for additional guidance. Headings were added to Regulation DID-R, and the following sentence was moved to the first paragraph: "The copy of the complete inventory shall be on file in the office of the business manager" for clarity.	
<b>DIE DIE-R</b>	Audits/Financial Monitoring	Headings were added to the Policy DIE and Regulation for DIE-R clarity. In addition, Section A was updated to \$700,000 and Section B was updated to \$750,000 to align with the USFR and Auditor General.	

<b>DJ</b>	Purchasing	To provide additional clarity, Policy DJ includes the following minor edits: headings were added, additional Legal References were provided, title was updated to Purchasing Ethics, subtitle was removed, and one sentence was revised under the heading Definitions.	
<b>DJE DJE-R</b>	Bidding/Purchasing Procedures	Information in Policy DJE and Regulation DJE-R was reorganized and headings were added for efficiency and clarity. In addition, “veteran-owned businesses” was added to Policy DJE to align with language in 2 C.F.R. 200.321, and Purchases from District Employees and Purchases from District Board Members were added under the heading Purchasing for additional guidance as provided per USFR. Regulation DJER includes updated A.A.C. references and additional guidance as provided per USFR.	
<b>DJG DJG-R</b>	Vendor/Contractor Relations	Language in Policy DJGA was moved to Policy DJG; therefore, Policy DJGA was removed from the model manual. In addition, the policy and regulation titles were updated to Vendor/Contractor and Sales Calls Requirements to align with content. In Regulation DJG-R, a heading was added, and the first sentence was removed for clarity.	
<b>DJGA (Deleted) DJGA-R (Deleted)</b>	Sales Calls and Demonstrations	Language from Policy DJGA was moved to Policy DJG under the heading Sales Calls and Demonstrations Requirements; therefore, Policy DJGA was removed from the model manual. Regulation DJGA-R was removed from the model manual as this information is addressed in Policy DJG.	
<b>DK DK-EA DK-EB (New)</b>	Payment Procedures/Schedules Payment and Payroll Procedures	Language in Policy DKA was moved to Policy DK; therefore, Policy DKA was removed from the model manual (minor edits were made to original language for clarity). Headings were also added, and the titles for the policy and exhibits were updated to Payment and Payroll Procedures to align with content. In addition, Exhibit DK-E was recodified as DK-EA, and Exhibit DKA-E was recodified as DK-EB.	
<b>DKA (Deleted) DKA-E (Deleted)</b>	Payroll Procedures/Schedules	Language in Policy DKA was moved to Policy DK under the heading Payment and Payroll Procedures; therefore, Policy DKA was removed from the model manual. Exhibit DKA-E was recodified as DK-EB; therefore, DKA-E was removed from the model manual.	
<b>DN</b>	School Properties Disposition	Information pertaining to Competitive Sealed Bidding was removed from Policy DN as this information is provided in Policy DJE and its accompanying Regulation DJE-R.	

# Compare Policy Advisory "DA © FISCAL MANAGEMENT GOALS" to Policy in Manual

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

## DA © FISCAL MANAGEMENT GOALS ~~/ PRIORITY OBJECTIVES~~

The Governing Board recognizes that money and its management ~~constitute the foundation of the entire school program.~~ have foundational effects on School District operations. To make that ~~support as~~ fiscal management as effective as possible, the Board intends to:

~~• Encourage short and long range planning through the best possible budgeting procedures.~~

• Explore

A. Ensure budget development aligns with the strategic direction/plan.

B. Explore all practical and legal sources of ~~monetary income~~ revenue.

~~• Guide~~ C. Guide and monitor the expenditure of funds to achieve the greatest educational returns.

~~• Align interagency, inter-District, and intra-District grant resources in order to maximize resources.~~

~~• Allocate resources on a priority basis and in line with District goals and objectives.~~

~~• Require maximum efficiency~~ successful student outcomes.

D. Require maximum effectiveness, efficiency and transparency in accounting and reporting procedures.

~~• Maintain~~ E. Maintain, within budget limits, a level of per-student expenditure needed to provide high-quality education that provides for the needs of all students.

Adopted: ~~date of Manual adoption~~ <-- z2AdoptionDate -->

Compare Policy Advisory "DB © ANNUAL  
BUDGET: SCHEDULE, PREPARATION / PLANNING,  
*first* FORMAT, AND POSTING / SUBMISSION" to Policy in Manual *last*  
*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk  
through the modifications.*

## DB © ANNUAL BUDGET: SCHEDULE, PREPARATION / PLANNING, FORMAT, AND POSTING / SUBMISSION

### Schedule

Each school year the Superintendent shall prepare and disseminate a budget preparation schedule to accomplish all required budgetary actions for the following school year. This schedule will, at a minimum, provide specific dates for the accomplishment of all state-mandated actions.

### Preparation and Planning

The Superintendent is directed to formulate the annual budget, considering at all times that resources must be utilized to produce the most positive effect on the student's opportunity to gain an education.

The Superintendent shall be responsible for reviewing budgetary requests, providing guidelines and limitations, and presenting the proposed budgets and documentation necessary for Board study, review, and action.

The Governing Board shall be informed if the proposed budget could require an increase in the primary property tax levy of the District over the preceding year's tax levy.

~~Adopted: date of Manual adoption~~

If the District receives desegregation funding, a desegregation budget shall be prepared and submitted using relevant forms from the Auditor General.

### Format

The District shall utilize the budget format prepared and prescribed by the Superintendent of Public Instruction in conjunction with the Auditor General. The budget format is designed to allow school districts to plan and provide in detail for the use of available funds.

The budget format as specified in A.R.S. 15-903 shall contain the following information. The School District shall prominently post on its website home page, separately from its budget, Items B through E below:

A.A statement identifying proposed pupil-teacher ratios and pupil-staff ratios relating to the provision of special education services for the budget year.

B. The prominent display of the average salary of all teachers employed by the School District for the current year.

C. The prominent display of the average salary of all teachers employed by the School District for the previous year.

D. The prominent display of the dollar increase in the average salary of all teachers employed by the School District for the current year.

E. The prominent display of the percentage increase in the average salary of all teachers employed by the School District for the current year.

The District may want to include the additional categories of Instructional Support and Student Support alongside the dollars in the classroom number as the intention of the report is to provide a more comprehensive representation of the percentage of District dollars spent that directly impacted teaching and student learning.

### Posting and Submission

The District shall prominently post on its website home page a copy of its profile pages that displays the percentage of every dollar spent in the classroom by that school district from the most recent status report issued by the Auditor General.

The District shall submit this annual expenditure budget to the Arizona Department of Education (ADE) and shall utilize the relevant forms and instructions from the Auditor General.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

~~15-821~~271

15-302

15-481

15-824

15-903

15-905

15-905.01

15-910

~~15-919~~977

~~15-2201~~991

41-1279.03

CROSS REF.:

CM - School District Annual Report

DB-R - Annual Budget: Schedule, Preparation/Planning, Format and

Posting/Submission

[DBF](#) - Budget Process, Adoption and Implementation

[DIC](#) - Financial Reports and Statements

[DIE](#) -Audits/Financial Monitoring

## **DB-R ©**

### **REGULATION**

#### **ANNUAL BUDGET: SCHEDULE, PREPARATION / PLANNING, FORMAT, AND POSTING / SUBMISSION**

The business manager will prepare a schedule of budget deadlines for presentation to the Superintendent each year. This schedule will cover all actions necessary to prepare the budget for the following school year.

The following items may be included in the recommended budget schedule:

- A. Specific date for receipt of unit budgets from administrators.
- B. Date for initial meeting on the budget with appropriate staff members.
- C. Date(s) for student membership and attendance reports.
- D. Date(s) for estimates on the maintenance and operations and capital budgets.
- E. Date for completion of employee compensation consideration(s).
- F. Date for preparing financial projections for all categories and subcategories to be included in the proposed budget(s) for the ensuing fiscal year.
- G. Date for determining if the proposed budget(s) is (are) in excess of the District's Truth in Taxation base limit [A.R.S. [15-905.01](#)].
  - 1. When the base limit is exceeded, or the District plans to levy any amount for adjacent ways projects or liabilities in excess of the School District budget, a decision must be made whether to publish the truth in taxation notice separately or in combination with the proposed budget or budget summary.
  - 2. Either publication procedure requires publication of at least ten (10) days but not more than twenty (20) days prior to the truth in taxation hearing.
  - 3. The truth in taxation hearing may be held in conjunction with the proposed budget hearing.

H. *Proposed Budget*: The Governing Board shall not later than July 5 and not less than ten (10) days before:

1. Publish or mail to each household in the District a copy of the proposed budget or a summary of the proposed budget for consideration of the residents or taxpayers of the District, and a notice of the public hearing and Board meeting.
2. Furnish to the Superintendent of Public Instruction and County School Superintendent, in electronic format, the proposed budget and summary of proposed budget for the budget year.
3. Submit to the Department of Education the proposed budget which shall prominently display this information about the School District on the website maintained by the Department. If the School District maintains a website, the School District shall post a link to the website of the Department of Education where this information about the School District is posted.

I. *Budget Adoption*: The Governing Board shall not later than July 15 and not less than ten (10) days after posting or mailing the notice of the public hearing and Board meeting:

1. Conduct the public hearing and present the proposed budget to the persons attending the hearing, and

If a truth in taxation hearing is required it must be conducted prior to the budget hearing.

2. Immediately following the public hearing, the President shall call the Governing Board meeting to order for the purpose of adopting the budget.

J. *Adopted Budget*: Not later than July 18:

1. The adopted budget shall be submitted electronically to the Superintendent of Public Instruction.
2. The adopted budget shall be submitted to the Department of Education. The Department shall prominently display this information about the School District on the website maintained by the Department. If the School District maintains a website, the School District shall post a link to the website of the Department of Education where this information about the School District is posted.

K. *Publishing*: The Governing Board must do one (1) of the following and provide notice of the public hearing and Board meeting to adopt the budget no later than ten (10) days prior to the meeting to adopt the budget:

1. Posting to ADE's Website: Districts that have a website are required to follow the website requirements above and may choose to meet the publication requirement for the proposed budget by electronically uploading the Hearing Notification and Summary via the School Finance Budget System to ADE for posting on ADE's website. If the budget or proposed budget and notice are posted on a website maintained by the department of education or mailed, the Board shall file an affidavit with the Superintendent of Public Instruction within thirty (30) days after the mailing or the date that the information is posted on the website.

2. Publishing in a newspaper: Print the proposed budget or Summary and Hearing Notification in at least eight (8)-point type in a newspaper of general circulation within the District. The publisher's affidavit of newspaper publication must be filed with the Superintendent of Public Instruction within thirty (30) days of the publication. To meet this requirement, districts should scan and e-mail the affidavit to [SFBudgetTeam@azed.gov](mailto:SFBudgetTeam@azed.gov).

3. Mailing: Mail the proposed budget or Summary and Hearing Notification to each household in the District. An affidavit or other documentation of mailing must be filed with the Superintendent of Public Instruction within thirty (30) days of mailing. To meet this requirement, districts should scan and e-mail the affidavit to [SFBudgetTeam@azed.gov](mailto:SFBudgetTeam@azed.gov).

**L. *Override Election:***

1. When applicable, dates pursuant to A.R.S. §§ [15-481-15-482](#), as applicable.

2. Date for budget hearing on following year's budget.

a. At least ninety (90) days before a proposed override election (first [1st] Tuesday following the first [1st] Monday in November, order override election to present proposed override budget to electors. Must also prepare alternate budget without override increase in event voters reject the proposed override budget.

b. At least thirty-five (35) days before override election, mail or distribute to households where qualified electors reside the informational report prepared by County School Superintendent.

c. When a determination is made to cancel the override election, the request must be made to the County School Superintendent at least eighty (80) days before the override election date.

M. *Annual Financial Report:*

1. Not later than October 15 of each year the Governing Board shall:

- a. Prepare and distribute the annual financial report for the prior fiscal year.
- b. Provide a copy of the financial report to the County School Superintendent.
- c. Electronically submit a copy of the financial report to the State Superintendent of Public Instruction.
- d. Submit a copy of the annual financial report for the prior fiscal year to the Department of Education. The Department shall prominently display this information about the School District on the website maintained by the Department. If the School District maintains a website, the School District shall post a link to the website of the Department of Education where this information about the School District is posted.

2. Not later than November 15 of each year the Governing Board shall publish the annual financial report:

- a. In a newspaper of general circulation within the School District, or
- b. In the official newspaper of the county as defined in A.R.S. [11-255](#), or
- c. By mailing a copy to each household in the District, or
- d. By electronic transmission of the information to the Department of Education for posting on the Department's website (if the Board chooses this option the School District shall post a link on the District's website to the report on the Department's website).

All forms and technical requirements for each respective form shall be as prescribed in A.R.S. [15-904](#).

## Compare Policy Advisory "DBC © BUDGET PLANNING, PREPARATION, AND SCHEDULES" to Policy in Manual

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### DBC © BUDGET PLANNING, PREPARATION, AND SCHEDULES

~~Each school year the Superintendent shall prepare and disseminate a budget preparation schedule to accomplish all required budgetary actions for the following school year. This schedule will, as a minimum, provide specific dates for the accomplishment of all state-mandated actions.~~

~~Adopted: date of Manual adoption~~

~~LEGAL REF.:~~

~~A.R.S.~~

~~[15-481](#)~~

~~[15-824](#)~~

~~[15-905](#)~~

~~[15-905.01](#)~~

~~[15-952](#)~~

~~[15-991](#)~~

~~CROSS REF.:~~

~~[DBF](#) - Budget Hearings and Reviews/Adoption Process~~

**[Remove per PA 878 - May 2025](#) (Merged with Policy DB.)**

## Compare Policy Advisory "DBC-R ©" to Policy in Manual

first

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

last

### DBC-R ©

#### REGULATION

#### BUDGET PLANNING, PREPARATION, AND SCHEDULES

~~The Director of Finance will prepare a schedule of budget deadlines for presentation to the Superintendent each year. This schedule will cover all actions necessary to prepare the budget for the following school year.~~

~~The following items may be included in the recommended budget schedule:~~

- ~~● Specific date for receipt of unit budgets from administrators.~~
- ~~● Date for initial meeting on the budget with appropriate staff members.~~
- ~~● Date(s) for student membership and attendance reports.~~
- ~~● Date(s) for estimates on the maintenance and operations and capital budgets.~~
- ~~● Date for completion of employee compensation consideration(s).~~
- ~~● Date for preparing financial projections for all categories and subcategories to be included in the proposed budget(s) for the ensuing fiscal year.~~
- ~~● Date for determining if the proposed budget(s) is (are) in excess of the District's truth in taxation base limit [A.R.S. [15-905.01](#)].~~
  - ~~■ When the base limit will be exceeded a decision must be made whether to publish the truth in taxation notice separately or in combination with the proposed budget or budget summary.~~
  - ~~■ Either publication procedure requires publication at least ten (10) days but not more than twenty (20) days prior to the truth in taxation hearing.~~
  - ~~■ The truth in taxation hearing may be held in conjunction with the proposed budget hearing.~~
- ~~● The Governing Board shall not later than July 5 and not less than ten (10) days before:~~
  - ~~■ Publish or mail to each household in the District a copy of the proposed budget or a summary of the proposed budget for consideration of the residents or taxpayers of the District, and a notice of the public hearing and Board meeting.~~
  - ~~■ Furnish to the Superintendent of Public Instruction and County School Superintendent, in electronic format, the proposed budget and summary of proposed budget for the budget year.~~

- ~~Submit to the Department of Education the proposed budget which shall prominently display this information about the School District on the website maintained by the Department. If the School District maintains a website, the School District shall post a link to the website of the Department of Education where this information about the School District is posted.~~
- ~~The Governing Board shall not later than July 15 and not less than ten (10) days after posting or mailing the notice of the public hearing and Board meeting:~~
  - ~~Conduct the public hearing and present the proposed budget to the persons attending the hearing, and~~
    - ⇒ ~~If a truth in taxation hearing is required it must be conducted prior to the budget hearing.~~
  - ~~Immediately following the public hearing the President shall call the Governing Board meeting to order for the purpose of adopting the budget.~~
- ~~Not later than July 18:~~
  - ~~The adopted budget shall be filed by the Governing Board with the County School Superintendent (who shall immediately transmit a copy to the Board of Supervisors).~~
  - ~~The adopted budget shall be submitted electronically to the Superintendent of Public Instruction.~~
  - ~~The adopted budget shall be submitted to the Department of Education. The Department shall prominently display this information about the School District on the website maintained by the Department. If the School District maintains a website, the School District shall post a link to the website of the Department of Education where this information about the School District is posted.~~
- ~~File with the Superintendent of Public Instruction within thirty (30) days from the action date:~~
  - ~~The publisher's affidavit of publication confirming publication of the proposed budget, or~~
  - ~~An affidavit affirming the proposed budget was mailed to each household in the School District, or~~
  - ~~An affidavit noticing that the proposed budget was posted on the Department of Education website.~~

### ***Override Election:***

- ~~Date(s) for override, if applicable.~~
- ~~Date for budget hearing on following year's budget.~~
  - ~~At least ninety (90) days before a proposed override election (first [1st] Tuesday following the first [1st] Monday in November, order override election to present proposed override budget to electors. Must also prepare alternate budget without override increase in event voters reject the proposed override budget.~~

- ~~■ At least thirty-five (35) days before override election, mail or distribute to households where qualified electors reside the informational report prepared by County School Superintendent.~~
- ~~■ When a determination is made to cancel the override election, the request must be made to the County School Superintendent at least eighty (80) days before the override election date.~~

### ***Annual Financial Report:***

~~Not later than October 15 of each year the Governing Board shall:~~

- ~~● Prepare and distribute the annual financial report for the prior fiscal year.~~
- ~~● Electronically submit a copy of the financial report to the County School Superintendent. The report shall be approved by the County Superintendent in an electronic procedure prescribed by the Department of Education.~~
- ~~● Electronically submit a copy of the financial report to the State Superintendent of Public Instruction.~~
- ~~● Submit a copy of the annual financial report for the prior fiscal year to the Department of Education. The Department shall prominently display this information about the School District on the website maintained by the Department. If the School District maintains a website, the School District shall post a link to the website of the Department of Education where this information about the School District is posted.~~

~~Not later than November 15 of each year the Governing Board shall publish the annual financial report:~~

- ~~● In a newspaper of general circulation within the School District, or~~
- ~~● In the official newspaper of the county as defined in A.R.S. [11-255](#), or~~
- ~~● By mailing a copy to each household in the District, or~~
- ~~● By electronic transmission of the information to the Department of Education for posting on the Department's website, or~~
  - ~~■ If the Board chooses this option the School District shall post a link on the District's website to the report on the Department's website.~~

~~All forms and technical requirements for each respective form shall be as prescribed in A.R.S. [15-904](#).~~

***Remove per PA 878 - May 2025 (Merged with New Regulation DB-R.)***

# Compare Policy Advisory "DBF © BUDGET PROCESS, ADOPTION AND IMPLEMENTATION" to Policy in Manual

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

## DBF © BUDGET ~~HEARINGS AND REVIEWS~~

### ~~ADOPTION PROCESS~~

At least

## PROCESS, ADOPTION AND IMPLEMENTATION

### Process

**Within** ten (10) days before and not later than July 5, the Governing Board shall publish notice of the public hearing and Board meeting to be held no later than July 15 to present the proposed budget for consideration of the residents or taxpayers of the District and shall submit the proposed budget to the Department of Education.-

The Department shall prominently display the budget information on the website maintained by the Department.— If the District maintains a website, the District shall post a link to the website of the Department of Education where this information about the District is posted.-

If a truth-in-taxation notice and hearing is required under A.R.S. [15-905.01](#), the Board may combine the budget notice and hearing with the truth-in-taxation notice and hearing.

The publishing of the proposed budget and notice of the hearing and meeting shall be in accordance with A.R.S. [15-905](#).— If a truth-in-taxation notice and hearing is necessary, the notice shall be in accordance with A.R.S. [15-905.01](#).— If the Board determines to combine the budget and truth-in-taxation hearings, publication of a combined notice must satisfy the requirements of both A.R.S. [15-905](#) and [15-905.01](#).

### Adoption

Immediately following the public hearing, the President shall call to order the Board meeting for the purpose of adopting the budget.—A Board member may, without creating a conflict of interest, participate in adoption of a final budget even though the member may have substantial interest in specific items included in the budget.

The Board shall adopt the budget and enter the budget as adopted in its minutes.

Not later than July 18, the Governing Board shall submit the adopted budget to the Department of Education.— The Department shall prominently display the District budget information on the website maintained by the Department.— If the District maintains a website, the District

shall post a link to the website of the Department of Education where this information about the District is posted.

Filing of the budget shall be according to state law.—[See Regulation ~~DBCDB-R~~—

If the Governing Board receives notification that one (1) or more of the District's categorical budgets are in excess of its authorized limit, the Board shall revise the affected budget(s) in accordance with A.R.S. [15-905](#).

~~Adopted: date of Manual adoption~~

## Implementation

To determine if budgeted expenditures are in keeping with the adopted budget, a monthly report of expenditures and revenues shall be presented to the Board. Variances within budget categories shall be a part of this report.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[15-903](#)

[15-905](#)

[15-905.01](#)

[15-911](#)

[15-915](#)~~15-948~~

CROSS REF.:

~~DBC-DB~~ - Annual Budget: [Schedule, Preparation/Planning](#), ~~Preparation and Schedules~~[Format](#),

[and Posting/Submission](#)

## Compare Policy Advisory "DBI © BUDGET IMPLEMENTATION" to Policy in Manual

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### DBI © BUDGET IMPLEMENTATION

~~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. Variances within budget categories shall be a part of this report.~~

~~An expenditure in excess of a major subsection of the maintenance and operation budget shall require Board approval.~~

~~Adopted: date of Manual adoption~~

~~LEGAL REF.:~~

~~A.R.S.~~

~~15-905~~

~~*Remove per PA 880 - May 2025 (Merged with Policy DBF.)*~~

# Compare Policy Advisory "DBJ © BUDGET RECONCILIATION AND TRANSFERS" to Policy in Manual

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

## DBJ © BUDGET ~~TRANSFERS~~RECONCILIATION AND TRANSFERS

### Reconciliation

Periodically throughout the year, the budget will be reconciled to the actual expenditures of the District.

### Transfers

The Governing Board may authorize the expenditure of monies budgeted within the maintenance and operation section of the budget for any subsection within the section in excess of amounts specified in the adopted budget only by action taken at a public meeting of the Governing Board and if the expenditures for all subsections of the section do not exceed the amount budgeted.

Adopted: ~~date of Manual adoption~~[<-- z2AdoptionDate -->](#)

LEGAL REF.:

A.R.S.

[15-905](#)

## Compare Policy Advisory "DD © BUDGET FUNDING SOURCES" to Policy in Manual

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### DD ©

### ~~FUNDING PROPOSALS, GRANTS,~~

### ~~AND SPECIAL PROJECTS~~BUDGET FUNDING SOURCES

The Governing Board is to be kept informed of possible sources of state, federal, and other funds for the support of the schools and/or for the enhancement of educational opportunities. The Superintendent is to apprise the Board of its eligibility for general or program funds and to make recommendations for Board action.

~~Adopted: date of Manual adoption~~

#### Funding Sources Outside

#### the School System

The District may submit proposals to private foundations and other sources of financial aid for subsidizing such activities as innovative projects, feasibility studies, long-range planning, research and development, or other educational needs.

Timelines permitting, grant proposals are to be approved by the Board before being submitted to the funding agency. The Superintendent shall establish administrative guidelines for the processing of proposal ideas to the Board for its approval.

The Governing Board may receive, hold, and dispose of any gift, grant, or bequest of property or equipment in accordance with state law and the intent of the instrument conferring title.

The Governing Board may also accept gifts, grants, or devises of money. The disposition of unused funds from these sources shall be in accordance with law.

#### Funding From Federal Tax Sources

#### (Impact Aid Program)

Regardless of any other law, if the District receives assistance pursuant to Title VIII of the Elementary and Secondary Education of 1965, as amended (Impact Aid Program), the District shall establish a local level fund designated as the Impact Aid Fund and deposit the Impact Aid monies received in the Fund.

The District shall separately account for monies in the Fund and shall not combine monies in the Fund with any other source of local, state, and federal assistance. Monies in the Fund shall be expended pursuant to federal law only for the purposes allowed by Title VIII and A.R.S. 15-905. The District shall account for monies in the Fund according to the Uniform System of Financial Records (USFR) as prescribed by the Auditor General.

If the District has established an Impact Aid Fund, the Superintendent of Public Instruction shall separately account for monies in the District's Impact Aid Fund in the annual report required by A.R.S. [15-255](#).

Monies in the Fund are considered federal monies and are not subject to legislative appropriation.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[15-206](#)

[15-207](#)

[15-208](#)

[15-209](#)

[15-210](#)

[15-341](#)

[15-905](#)

15-991

20 U.S.C. 7701, Title VIII - Impact Aid Program

CROSS REF.:

[KCD](#) - Public Gifts/Donations to Schools

[IHB](#) - Indian Education

[KJGA](#) - Relations with Parents of Children Educated Pursuant to

Federal Impact Aid Programs

**Compare DD-E © (version 2 to 1)**

**first** Click on the changed parts for a detailed description. Use the left and right arrow keys to walk **last**  
through the modifications.

**DD-E ©****EXHIBIT****~~FUNDING PROPOSALS, GRANTS,~~****~~AND SPECIAL PROJECTS~~****~~RESOLUTION~~****BUDGET FUNDING SOURCES**

WHEREAS, participation in programs funded in whole or in part by federal funds requires that a participating district demonstrate that the district meets the requirement of comparability between schools that receive federal funding and those that do not receive such funding, and that the district provide for equivalency of access to district staffing, equipment, and materials by all district schools, based on student per-capita allocations and individual schools' needs analyses, and, in addition, that all schools and programs have equivalent access to district support operations including but not limited to maintenance, transportation, and warehousing operations support; and

WHEREAS, budgets for staffing, textbooks, equipment, supplies, and services for district schools will be provided for at all schools without supplanting special funding provided from any source with nonsupplanting requirements; and

WHEREAS, expenditures budgets for schools participating in Title I programs will be provided for on the same per-capita basis as budgets for schools not participating in the program; and

WHEREAS, the Osborn Elementary School District No. 8 intends to participate in such programs and receive federal funds;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Osborn Elementary School District No. 8 hereby directs the Superintendent to ensure that said district does in fact comply with such mandates for comparability and equivalency of access for the period of any grant under which such funds are received.

This resolution was moved, seconded, and passed at a meeting of the Osborn Elementary School District No. 8 Governing Board on \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
President

## Compare Policy Advisory "DDA © FUNDING SOURCES OUTSIDE THE SCHOOL SYSTEM" to Policy in Manual

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### DDA © FUNDING SOURCES ~~OUTSIDE~~ OUTSIDE THE SCHOOL SYSTEM

~~The District may submit proposals to private foundations and other sources of financial aid for subsidizing such activities as innovative projects, feasibility studies, long-range planning, research and development, or other educational needs.~~

~~Timelines permitting, grant proposals are to be approved by the Board before being submitted to the funding agency. The Superintendent shall establish administrative guidelines for the processing of proposal ideas to the Board for its approval.~~

~~The Governing Board may receive, hold, and dispose of any gift, grant, or bequest of property or equipment in accordance with state law and the intent of the instrument conferring title.~~

~~The Governing Board may also accept gifts, grants, or devises of money. The disposition of unused funds from these sources shall be in accordance with law.~~

~~Adopted: date of Manual adoption~~

~~LEGAL REF.:~~

~~A.R.S.~~

~~15-341~~

~~GROSS REF.:~~

~~KCD - Public Gifts/Donations to Schools~~

***Remove per PA 883 - May 2025 (Merged with Policy DD.)***

**DEC ©  
FUNDING FROM FEDERAL  
TAX SOURCES**

**(Impact Aid Program)**

***Remove per PA 884 - May 2025*** (Merged with Policy DD.)

## Compare Policy Advisory "DFA © REVENUES AND INCOME" to Policy in Manual

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### DFA © REVENUES ~~FROM INVESTMENTS~~ AND INCOME

#### Investments

The Board will annually consider and vote on a request to the County Treasurer to authorize investments for the following fiscal year.—The Superintendent shall ensure that this question is placed on an agenda for a Board meeting in June of each year.

~~Adopted: date of Manual adoption~~

#### School-Owned Real Estate

Revenues collected from rental or lease of school-owned real estate shall be deposited in the Civic Center fund. Excess rental/lease revenues may be used pursuant to A.R.S. 15-342(29). Monies from the sale of school-owned real estate shall be deposited as provided under state statutes.

#### Gate Receipts and Admissions

Admission receipts from school events shall be adequately controlled. The Superintendent is responsible for the proper collection, supervision, disbursement, and/or remittance of these monies.

Admission to school events for which an admission is charged ordinarily will be by purchased ticket or special pass only. Adequate records will be maintained for accounting purposes.

#### School Sales and Services

##### *Student Activity Income*

Procedures shall be developed by the Superintendent to ensure compliance of all student activity funds pursuant to A.R.S. 15-1121-1124.

Student activity fund-raisers may not include: raffles; Bingo games; purchasing of classroom items.

Student activity fund-raisers may include: silent auctions; donations to other entities (i.e., Red Cross), with administrative approval.

The principal of each campus shall monitor the financial activities of the student body to ensure that fund-raising complies with District guidelines and is in accordance with the provisions of A.R.S. Title 15.

To comply with District fund-raising guidelines and A.R.S. Title 15, the principal shall monitor all student activity finances.

## ***Advertising Income***

A District advertisement fund shall be established for the deposit of revenues if the District sells advertising.

All revenues collected will be deposited in the Advertisement Fund and accounted for in accordance with the Uniform System of Financial Records. Monies in the Advertising Fund are not subject to reversion.

## ***Career and Technical Education***

### ***(Vocational Education)***

The governing board of a school district may establish a permanent career and technical education projects fund in an amount of not more than one hundred thousand dollars (\$100,000). The fund consists of proceeds from the sale of items produced or services provided by career and technical education programs. Monies in the fund may be used for any purposes noted in [15-1231](#).

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[15-342](#)

[15-996](#)

[15-1024](#)

[15-1025](#)

[15-1102](#)

[15-1105](#)

[15-1121](#) through [1124](#)

[15-1231](#)

A.G.O.

180-099

182-090

184-018

## Compare Policy Advisory "DFB © REVENUES FROM SCHOOL - OWNED REAL ESTATE" to Policy in Manual

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### DFB © REVENUES FROM SCHOOL - OWNED REAL ESTATE

~~Revenues collected from rental or lease of school-owned real estate shall be deposited in the Civic Center fund. Monies from sale of school-owned real estate shall be deposited as allowable under state statutes.~~

~~Adopted: date of Manual adoption~~

~~LEGAL REF.:~~

~~A.R.S.~~

~~[15-342](#)~~

~~[15-1102](#)~~

~~[15-1105](#)~~

~~[15-1106](#)~~

***Remove per PA 886 - May 2025 (Merged with Policy DFA.)***

**DFD ©**  
**GATE RECEIPTS AND ADMISSIONS**

***Remove per PA 887 - May 2025*** (Merged with Policy DFA.)

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

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

first **Compare Policy Advisory "DG © BANKING  
SERVICES AND AUTHORIZED SIGNATURES" to Policy  
in Manual** last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

**DG ©  
BANKING ~~SERVICES~~SERVICES AND  
AUTHORIZED SIGNATURES**

**Banking Services**

The Board, by majority vote, shall designate one (1) or more banks as depository for the safeguarding of school auxiliary and revolving funds.

Each designated depository shall furnish proper security for such deposits in the amount designated by the Board and in accordance with law.

Each designated depository shall be advised not to cash checks payable to the District but to deposit checks only to the District auxiliary accounts.

~~Adopted: date of Manual adoption~~

**Authorized Signatures**

Authorized signatories for all checking accounts shall be approved by the Board.

On accounts required by statute to have two (2) signatures, the signatories shall be as specified by the statutes.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[15-321](#)

[15-341](#)

[15-1122](#)

[15-1126](#)

# Compare Policy Advisory "DGA © AUTHORIZED SIGNATURES" to Policy in Manual

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

## DGA © AUTHORIZED SIGNATURES

~~Authorized signatures for all checking accounts shall be approved by the Board.~~

~~On accounts required by statute to have two (2) signatures, the signatories shall be as specified by the statutes.~~

~~Adopted: date of Manual adoption~~

~~LEGAL REF.:~~

~~A.R.S.~~

~~[15-321](#)~~

~~[15-1122](#)~~

~~[15-1126](#)~~

***Remove per PA 890 - May 2025 (Merged with Policy DG.)***

# Compare Policy Advisory "DGD © CREDIT CARDS" to Policy in Manual

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

## DGD © CREDIT CARDS

### (Credit Cards and/or Procurement Cards)

~~Use of Credit Cards~~

#### Definition of Credit/

~~Procurement Cards~~The

#### Procurement Card

The District defines "credit card" and "procurement card" as a form of payment in lieu of cash, purchase order, or check. The credit/procurement card must bear the company logo.

#### Use of Credit Cards/

#### Procurement Cards

The Governing Board acknowledges that instances may occur when ready payment for goods or services is in the District's best interest.— The Superintendent is responsible for the implementation of all aspects of the District credit/procurement card program.— The Board authorizes the Superintendent to secure and assign controlled-limit credit/procurement cards to designated personnel.—District-assigned credit/procurement cards may not be used for personal expenditures.

The use of credit/procurement cards is to be closely monitored and payment of statements for authorized purchases ~~are~~ **is** to be made as promptly as possible to avoid fees and charges for the use of such cards.

The Superintendent is directed to develop regulations for the use of District-assigned credit/procurement cards.— Such regulations are subject to Board review and approval. -

The Board reserves the right to revise or rescind this policy at its sole discretion.

#### ~~Definition of Credit/~~

#### ~~Procurement Card~~

~~The District defines "credit card" and "procurement card" as a form of payment in lieu of cash, purchase order, or check. The credit/procurement card must bear the company logo.~~

Adopted: ~~date of Manual adoption~~**<-- z2AdoptionDate -->**

LEGAL REF.:

A.R.S.

[15-342](#)

[38-621](#)

[38-622](#)

[38-623](#)

[38-624](#)

[38-625](#)

Uniform System of Financial Records

CROSS REF.:

[DKC](#) - Expense Authorization/Reimbursement

# Compare Policy Advisory "DI © FISCAL ACCOUNTING AND REPORTING" to Policy in Manual

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

## DI © FISCAL ACCOUNTING AND REPORTING

The Superintendent shall be ultimately responsible for receiving and properly accounting for all funds of the District.

### Uniform System of Financial

#### Records (USFR)

The Uniform System of Financial Records developed by the State Department of Education and the Auditor General's Office shall be used to provide for the appropriate separation of accounts and funds.

#### Reporting

The Superintendent shall provide to the Board periodic financial reports showing the financial condition of the District.

The Superintendent shall also be responsible for student accounting and shall report enrollment and attendance as required by the state.

~~Adopted: date of Manual adoption~~

### Accounting System

Records of all phases of the business operation shall be kept in strict accordance with the Uniform System of Financial Records, other applicable laws, and the policies of the Board.

The District may apply to the State Board of Education (SBE) to assume accounting responsibility, in which case the District shall develop and file an accounting responsibility plan with the Arizona Department of Education (ADE) and the county school superintendent of the county in which the school district is located as specified in A.R.S. 15-914.01.

Before January 1 of the fiscal year preceding the fiscal year of implementation and before applying to assume accounting responsibility the District must apply for evaluation by the Auditor General and by the County Treasurer of the county in which the school district is located, as specified in A.R.S. 15-914.01.

If the SBE approves for the District to assume accounting responsibility, the District must contract with an independent certified public accountant for an annual financial and compliance audit.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:  
A.R.S.

[15-239](#)

[15-271](#)

[15-272](#)

[15-901](#)

[15-914.01](#)

Uniform System of Financial Records

CROSS REF.:

[DIC](#) - Financial Reports and Statements

## Compare Policy Advisory "DIA © ACCOUNTING SYSTEM" to Policy in Manual

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### DIA © ACCOUNTING SYSTEM

~~Records of all phases of the business operation shall be kept in strict accordance with the Uniform System of Financial Records, other applicable laws, and the policies of the Board.~~

~~The District may apply to the State Board of Education (SBE) to assume accounting responsibility, in which case the District shall develop and file with the SBE and the county school superintendent of the county in which the school district is located an accounting responsibility plan as specified in A.R.S. [15-914.01](#).~~

~~Before January 1 of the fiscal year preceding the fiscal year of implementation and before applying to assume accounting responsibility the District must apply for evaluation by the county treasurer of the county in which the school district is located.~~

~~An approval by the SBE for the District to assume accounting responsibility compels the District to contract with an independent certified public accountant for an annual financial and compliance audit.~~

Adopted: ~~<--z2AdoptionDate-->~~

LEGAL REF.:

~~A.R.S.~~

~~[15-239](#)~~

~~[15-914.01](#)~~

~~[15-271](#)~~

~~[15-272](#)~~

GROSS REF.:

~~[DI](#) - Fiscal Accounting and Reporting~~

~~[DIG](#) - Financial Reports and Statements~~

**[Remove per PA 893 - May 2025 \(Merged with Policy DI.\)](#)**

# Compare DIB © TYPES OF FUNDS / REVOLVING FUNDS

first

(version 2 to 1)

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

## DIB © ~~TYPES OF FUNDS / REVOLVING FUNDS~~REVOLVING AND AUXILIARY FUNDS

### General Purpose Revolving Fund

A general purpose revolving fund shall be established, pursuant to A.R.S. [15-1101](#), at a local bank in the account name of the Osborn ~~Elementary~~ School District No. 8. Drafts drawn on the account shall be signed by the employee in charge of the fund or other designated person.— The fund shall be managed in the manner prescribed by the Uniform System of Financial Records (USFR).

No revolving fund may be established unless the designated employee in charge is bonded for an amount equal to twice the amount of the fund.—The cost of the bond shall be a proper charge against the District.

### Auxiliary Operations Fund

The auxiliary operations fund shall consist of monies raised with the approval of the Board in pursuance of and in connection with all activities of school bookstores and athletic activities.

Fund monies shall be accounted for in accordance with the requirements of the USFR.

After authorization by the Board, fund monies shall be deposited in a bank account designated as the auxiliary operations fund.—Disbursements from the fund shall be authorized by the Board.

Disbursements shall be made by check signed by two (2) employees of the District designated by the Board.— Persons authorized by the Board to sign checks shall be bonded, and the cost shall be charged against the fund.

Auxiliary operations fund monies may be invested and reinvested by the Board.— All monies earned by investment shall be credited to the auxiliary operations fund.

Adopted: ~~date of Manual adoption~~<-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[15-1101](#)

[15-1124](#)

[15-1125](#)

[15-1126](#)

[15-1154](#)

CROSS REF.:

[JJF](#) - Student Activities Funds

# Compare Policy Advisory "DIC © FINANCIAL REPORTS AND STATEMENTS" to Policy in Manual

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

## DIC © FINANCIAL REPORTS AND STATEMENTS

### Financial Reports

Prior to October 15 of each year, the Superintendent shall present to the Board the annual financial report for the previous fiscal year and the Governing Board shall submit the annual financial report for the previous fiscal year to the Department of Education, which shall prominently display this information about the District on the website maintained by the Department.-

The District annual financial report shall be published by November 15 either in a newspaper of general circulation within the District, by electronic submission to the Department of Education for publication on its ~~web-site~~website, in the official newspaper of the county, or by mailing to each household in the School District.— If published electronically as indicated above, a link shall be posted on the School District web site to the state department's ~~web-site~~website.

### Financial Statements

The Superintendent shall also ensure that a report of expenditures of public funds and student activity funds is provided to the Board on a monthly basis.

Adopted: ~~date of Manual adoption~~<-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[15-271](#)

[15-302](#)

[15-904](#)

[15-919.06](#)

~~15-977~~

[15-991](#)

CROSS REF.:

[CM](#) - School District Annual Report

~~DBCD-B-R~~ - Annual Budget: [Schedule](#), [Preparation/Planning](#), ~~Preparation—Format~~, and ~~Schedules~~

[Posting/Submission](#)

## Compare Policy Advisory "DICA © BUDGET FORMAT" to Policy in Manual

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### DICA © BUDGET FORMAT

~~The District shall utilize the budget format prepared and prescribed by the Superintendent of Public Instruction in conjunction with the auditor general. The budget format is designed to allow school districts to plan and provide in detail for the use of available funds.~~

~~The District shall prominently post on its website home page a copy of its profile pages that displays the percentage of every dollar spent in the classroom by that school district from the most recent status report issued by the auditor general.~~

~~The District may want to include the additional categories of Instructional Support and Student Support alongside the dollars in the classroom number as the intention of the report is to give a more accurate picture of the percentage of district dollars spent that directly impact teaching and student learning.~~

~~The budget format, in addition to other requirements specified in statute, shall also contain the following information. The School District shall prominently post on its website home page, separately from its budget, Items A through F below:~~

~~A. A statement identifying proposed pupil-teacher ratios and pupil-staff ratios relating to the provision of special education services for the budget year.~~

~~B. A statement identifying the number of full-time equivalent certificated employees.~~

~~C. The prominent display of the average salary of all teachers employed by the School District for the current year.~~

~~D. The prominent display of the average salary of all teachers employed by the School District for the previous year.~~

~~E. The prominent display of the dollar increase in the average salary of all teachers employed by the School District for the current year.~~

~~F. The prominent display of the percentage increase in the average salary of all teachers employed by the School District for the current year.~~

~~Adopted: <-- z2AdoptionDate -->~~

~~LEGAL REF.:~~

~~A.R.S.~~

~~[15-271](#)~~

~~[15-302](#)~~

~~[15-903](#)~~

~~[15-977](#)~~

~~[15-991](#)~~

~~[41-1279.03](#)~~

~~GROSS REF.:-~~

~~[GM](#) -- School District Annual Report~~

~~[DBC-R](#) -- Budget Planning, Preparation and Schedules~~

~~[DIC](#) -- Financial Reports and Statements~~

~~[DIE](#) -- Audits/Financial Monitoring~~

*Remove per PA 896 - May 2025 (Merged with Policy DB.)*

## Compare Policy Advisory "DID © INVENTORIES" to Policy in Manual

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### DID © INVENTORIES

The Superintendent shall establish a program to implement District inventory procedures, which shall include inventory of land, buildings, and equipment as required in the Uniform System of Financial Records (USFR).

The acquisition threshold for capitalizing items and entering them on the ~~general fixed assets listing shall~~ [Capital Assets List](#) shall be five thousand dollars (\$5,000) or greater.— Items having an acquisition cost greater than one thousand dollars (\$1,000) but less than ~~five thousand dollars (\$5,000)~~ [the District's adopted capitalization threshold](#) shall be placed on the ~~stewardship listing. General fixed assets Stewardship List~~. [Capital assets](#) and [stewardship items](#) shall be inventoried as specified by the USFR. [The District shall also maintain Equipment Inventory and Supplies inventory lists as specified by the USFR.](#)

Adopted: ~~date of Manual adoption~~[<-- z2AdoptionDate -->](#)

LEGAL REF.:

Uniform System of Financial Records

## Compare Policy Advisory "DID-R ©" to Policy in Manual

first

Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.

last

### DID-R ©

#### REGULATION

#### INVENTORIES

The business manager has responsibility to assist the Superintendent in developing procedures for maintaining District inventories.— The District will follow the prescribed minimum internal control policies and procedures provided by the Uniform System of Financial Records to meet compliance requirements for inventories. A copy of the complete inventory shall be on file in the office of the business manager.—

#### Capital Assets

A detailed listing of capital assets such as land, buildings, machinery and equipment, vehicles, infrastructure, and easements must be established as prescribed by the Governmental Accounting Standards Board (GASB).— Assets, including lands and buildings, and improvements to land and/or existing buildings, having a total acquisition cost of five thousand dollars (\$5,000) or more will be tagged, marked, capitalized and included in the general fixed-assets inventory.—To comply with the requirements of GASB Statement number 34, accurate, complete, and up-to-date documentation including, but not limited to, the following shall be maintained:

- ~~An~~ **A.** An inventory record registering for each item the:

- ~~description~~ **1. description**;

- ~~year~~ **2. year** of acquisition; ■ ~~method~~

- 3. method** of acquisition;

- ~~funding~~ **4. funding** source;

- ~~cost~~ **5. cost** or estimated cost;

- ~~salvage~~ **6. salvage** value;

- ~~estimated~~ **7. estimated** useful life;

- ~~function~~ **8. function**(s) for which the asset is used.

- ~~A~~ **B.** A depreciation schedule that:

- ~~includes~~ **1. includes** all exhaustible capital assets, by type, with examples;

- ~~excludes~~ **2. excludes** non-exhaustible capital assets and construction in process;

- ~~is~~ **3. is** based on locally-determined estimated useful life, typically in years;
  - ~~projects~~ **4. projects** residual value at the end of useful life;
  - ~~identifies~~ **5. identifies** the method used for calculating depreciation;
  - ~~identifies~~ **6. identifies** the selected averaging condition, where applicable.
- ~~A.C.~~ **A** disposal listing of items removed from the inventory, including at minimum the date and method of disposal.

## Stewardship Inventory

A stewardship inventory shall also be maintained for all equipment, including vehicles, with a cost of one thousand dollars (\$1,000) or more but less than the capital asset threshold.— The inventory must identify each item's description, identification (tag) number, location, and the month and year of acquisition.

## Other Inventory

### (less than \$1000)

For insurance and other purposes, an inventory of items with an acquisition cost of less than one thousand dollars (\$1,000) may be maintained.

## Physical Inventory

The District shall conduct a physical inventory of listed equipment:

- ~~at~~ **A.** at least every two (2) years for items:
  - ~~purchased~~ **1. purchased** with federal funds;
  - ~~with~~ **2. with** an acquisition cost of five thousand dollars (\$5,000) or more.
- ~~at~~ **B.** at least every three (3) years:
  - ~~for~~ **1. for** all capital equipment;
  - ~~for~~ **2. for** items on the stewardship list, where such list exists.

Facility administrators shall implement the procedures, maintain lists, and provide reports as requested on the contents of their buildings.

Each administrative unit shall assist in completing an annual inventory of all capital furniture and equipment, library media, and textbooks at its location.

Facility administrators shall require any employee who desires to remove an item from one school or department for use in another to submit a written transfer request form to the business manager.— Written approval must be obtained from the business manager prior to the relocation of an item.

## Supply Records

**Supply** records shall be kept, which will show:

- ~~The~~A. The name of the individual receiving the supplies.
- ~~The~~B. The date received.
- ~~The~~C. The disposition of the supplies.

A perpetual inventory shall be maintained for all supplies warehoused by the District.

## Compare Policy Advisory "DIE © AUDITS / FINANCIAL MONITORING" to Policy in Manual

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### DIE © AUDITS / FINANCIAL MONITORING

The Governing Board directs the Superintendent to implement procedures that assure District compliance with all state and federal requirements for **audits and** financial monitoring ~~and audits~~.— Contingent upon prescribed qualifying criteria, such requirements may include, but are not limited to, procedural reviews by the Office of the Auditor General and the federal Single Audit Act Amendments ~~and Office~~ **and Office** of Management and Budget (OMB) Compliance Supplement June 2016.

#### Necessary Services

The procurement of the necessary services shall be consistent with the District's policy on bidding and purchasing procedures.— Any allocation of costs for the services shall conform to the requirements of the Uniform System of Financial Records (USFR).

#### Board Presentation

A final report of each separate fiscal management review shall be presented to the Board for examination and discussion.— After a report has been presented to the Board, it will become a matter of public record, and its distribution will not be limited.— Copies of a final report shall be filed with appropriate state and other authorities.

The Governing Board shall publicly accept all audits and compliance questionnaires by roll call vote.

#### Posting

The District shall prominently post on its website home page a copy of its profile pages that displays the percentage of every dollar spent in the classroom by that school district from the most recent status report issued by the Auditor General.

Adopted: <-- z2AdoptionDate -->

#### LEGAL REF.:

A.R.S.

[15-213](#)

[15-239](#)

[15-914](#)

[15-2111](#)

[41-1279.03](#)

[41-1279.04](#)

[41-1279.05](#)

[41-1279.07](#)

[41-1279.21](#)

[41-1279.22](#)

A.A.C.

[R7-2-902](#)

USFR - Audit Requirements

2 CFR Part 200 Appendix XI, Compliance Supplement

CROSS REF.:

~~DICA - Budget Format~~ [DB](#) - Annual Budget: Schedule, Preparation/Planning, Format,  
and Posting/Submission

## Compare Policy Advisory "DIE-R ©" to Policy in Manual

first

Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.

last

### DIE-R ©

#### REGULATION

#### AUDITS / FINANCIAL MONITORING

Each program, instructional unit, and department shall prepare and maintain such financial records as are directed by the Superintendent.— The documents shall be accurate and of essential sufficiency to enable the District to comply with all requirements for financial monitoring and audits, both internal and external.

#### Requirements for Proper

#### Management

In addition to special reviews that may be conducted as necessary, the District will comply with the following minimum requirements to demonstrate proper management of and accountability for its fiscal resources:

- ~~Whenever A.~~ **Whenever** the District's expenditure of federal financial assistance is less than ~~five hundred seven hundred~~ thousand ~~dollars—dollars~~ (\$~~500~~**\$700**,000) during a fiscal year, the District shall be subject to a procedural review conducted by the ~~Office of~~ **Office of** the Auditor General at times determined by the Auditor General, subject to the following provisions:

- ~~Districts 1.~~ **Districts** that have adopted a Maintenance and Operations Fund (M&O) budget of two million ~~dollars—dollars~~ (\$2,000,000) or more shall contract with an independent certified public accountant to conduct an annual financial statement audit in accordance with generally accepted governmental auditing standards.

- ~~Districts 2.~~ **Districts** that have adopted a Maintenance and Operations Fund (M&O) budget between seven hundred thousand dollars (\$700,000) and two million dollars (\$2,000,000) shall contract with an independent ~~certified—public~~ **certified public** accountant to conduct a biennial financial statement audit in accordance with generally ~~accepted—governmental—accepted governmental~~ auditing standards.

- ~~Whenever B.~~ **Whenever** the District's combined expenditure from all sources of federal financial assistance is ~~five hundred seven hundred and fifty~~ thousand dollars (~~\$500~~**\$750**,000) or more during a fiscal year, the District shall contract with an approved independent auditor to conduct an annual financial audit.— The audit shall be performed in accordance with generally accepted auditing standards in compliance with the requirements of the federal Single Audit Act Amendments of 2003 and any implementing regulations of the Office of Management and Budget (OMB).

To the extent permitted by federal law, the District:

- ~~may~~ A. ~~may~~ convert to a biennial audit schedule when the previous annual audit contained ~~no significant negative findings, defined~~ ~~no significant negative findings, defined~~ as the District having received a letter of noncompliance issued by the auditor general;
- ~~shall~~ B. ~~shall~~ convert back to an annual audit whenever an audit produces significant negative findings;
- ~~may~~ C. ~~may~~ convert back to a biennial audit schedule when the two (2) previous audits have not contained ~~any significant~~ ~~any significant~~ negative findings.

The Superintendent shall be promptly informed of any material deficiency that is discovered during a monitoring or auditing process.

# Compare Policy Advisory "DJ © PURCHASING ETHICS" to Policy in Manual

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

## DJ © PURCHASING

~~(Purchasing Ethics Policy)~~

## PURCHASING ETHICS

### Governing Board

The District's Governing Board members and employees shall not use their offices or positions to receive any valuable things or benefits that would not ordinarily accrue to them in the performance of duties if the things or benefits are of such value or character as to manifest a substantial and improper influence upon the performance of their duties.

The Governing Board may provide food and beverages at School District events, including official school functions and trainings, as allowed by the Arizona Constitution, [laws pertaining to travel](#) and [subsistence, gifts, grants \(including federal grants\), or devises](#), and policies of the Department of Education.

### Personal Gift or Benefit

A person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or a person who supervises or participates in the planning, recommending, selecting or contracting for materials, services, goods, construction, or construction services of a school district or school purchasing cooperative is guilty of a Class 6 felony if the person solicits, accepts or agrees to accept any personal gift or benefit with a value of three hundred dollars (\$300) ~~or~~ [or](#) more from a person or vendor that has secured or has taken steps to secure a contract, purchase, payment, claim or financial transaction with the school district or school purchasing cooperative. ~~Soliciting, accepting or agreeing to accept any personal gift or benefit with a value of less than three hundred dollars~~ [dollars](#) (\$300) is a Class 1 misdemeanor.

Any person or vendor ~~that~~ [who](#) has secured or has taken steps to secure a contract, purchase, payment, claim or financial transaction with a school district or school purchasing cooperative that offers, confers or agrees to confer any personal gift or benefit with a value of three hundred ~~dollars~~ [dollars](#) (\$300) or more on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of a school district or school purchasing cooperative, is guilty of a Class 6 felony. ~~Offering, conferring or agreeing to confer any personal gift or benefit with a value of less than three hundred dollars~~ [dollars](#) (\$300) is a Class 1 misdemeanor.

### Definitions

For the purpose of this policy, a *gift or ~~benefit means~~ benefit means* a payment, distribution, expenditure, advance, deposit or *donation of* monies, any intangible personal property, or any kind of tangible personal or real property. ~~A A gift or benefit 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 an item~~ of nominal value such as a greeting card, ~~T~~t-shirt, mug or pen. *A gift or benefit does not include food or beverage, or expenses or sponsorships relating to a special event or function to which individuals involved in procurement and purchasing are invited.*

## Reprisals

A District employee who has control over personnel actions may not take reprisal against a District employee or that employee's disclosure of information that is a matter of public concern, including a violation of District policy or laws/regulations governing the District.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[15-213](#)

[15-323](#)

~~3815-503~~[341](#)

[15-342](#)

~~38-504~~

[501](#) to [38-511](#)

A.A.C.

[R7-2-1001](#) to [R7-2-1003](#)

[R7-2-1308](#)

Article IX, section 7, Constitution of Arizona ~~(laws pertaining to travel and subsistence, gifts, grants, including federal grants, or devises)~~

Policies adopted by the Department of Education

CROSS REF.:

[DJE](#) - Bidding/Purchasing Procedures

[GBEAA](#) - Staff Conflict of Interest

# Compare Policy Advisory "DJE © BIDDING / PURCHASING PROCEDURES" to Policy in Manual

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

## DJE © BIDDING / PURCHASING PROCEDURES

The Superintendent shall be responsible for all purchasing, contracting, competitive bidding, and receiving and processing of all bid protests, in accordance with the Arizona school district procurement rules, including A.A.C. [R7-2-1141](#) *et seq.*— A contract shall not be awarded to an entity that does not verify employment eligibility of each employee through the E-verify program in compliance with A.R.S. [23-214](#) subsection A.— Each contract shall contain the warranties required by A.R.S. [41-4401](#) relative to the E-verify requirements.—~~District~~ [District](#) purchases shall also be in accordance with 2 C.F.R. 200 .[214](#) (~~Code of Federal Regulations~~ Title 2).

The Superintendent ~~shall ensure~~ [shall ensure](#) that all aspects of bidding and purchasing procedures conform to federal and state laws, rules and regulations: ~~Administrative regulations shall be established to assure the District is~~, including A.R.S. [38-503\(C\)](#). The Superintendent shall establish administrative regulations to ensure the [District is](#) in full compliance, ~~including contracting~~ [including contracting](#) with small and minority businesses, women's business enterprises, [veteran-owned businesses](#), and labor surplus area firms. - (2 C.F.R. 200.321).

### ~~Purchases Not Requiring Bidding~~

#### ~~Purchases of less than~~

#### Bidding

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

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

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

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

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

### ***Online Bidding***

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

Except as otherwise provided below, only purchases of ten thousand dollars (\$10,000) ~~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~~ or more are subject to competitive bidding requirements.

## **Purchasing**

### ***Purchases from District Employees***

Districts are required to follow the School District Procurement Rules for all purchases of goods or services from District employees regardless of dollar amount. A.R.S. 38-503(C) prohibits public employees from providing their employers with any equipment, material, supplies, or services unless provided under an award or contract let after public competitive bidding. Districts must follow the School District Procurement Rules, regardless of the expenditure amount, when purchasing goods or services from District employees. This applies to any purchase using District monies, including extracurricular activities fees tax credit contributions and monies held in trust by the District, such as student activities monies. Although the School District Procurement Rules exempt expenditures of student activities monies from the Rules, that exemption does not apply to purchases in which a District employee acts as a vendor.

### ***Purchases from District Board Members***

Districts are required to follow the School District Procurement Rules for all purchases of services from District Board members regardless of dollar amount. A.R.S. 38-503(C) prohibits governing board members from providing their district with any services, unless provided under an award or contract let after public competitive bidding. However, for purchases of supplies, materials, and equipment from district board members, districts are required to follow the School District Procurement Rules only if the purchase exceeds one hundred thousand dollars (\$100,000). Purchases below the one hundred thousand dollar (\$100,000) threshold must comply with the guidelines for written quotes. For districts with three thousand (3,000) or more students, statutes limit purchases of supplies, materials, and equipment from board members to three hundred dollars (\$300) per transaction and one thousand dollars (\$1,000) total within any twelve (12)-month period and require that the governing board adopt a policy authorizing such purchases within the preceding twelve (12) months. Districts with fewer than three thousand (3,000) students may purchase supplies, materials, and equipment from governing board members in any amount, provided each purchase is approved by the governing board and the amount of the purchase is included in the board's meeting minutes.

### ***Purchases Requiring Bidding***

For transactions of at least ten thousand ~~dollars~~ (\$10,000) ~~dollars~~ and less than one hundred thousand ~~dollars~~ (\$100,000) ~~—dollars~~, written price quotations will be requested from at least three (3) vendors. If three (3) written price quotations cannot be obtained, documentation

showing the vendors contacted that did not offer written price quotations, or explaining why written price quotations were not obtained, shall be maintained on file in the District office.

For transactions to purchase construction, materials, or services costing more than one hundred thousand (\$100,000) dollars, sealed bids and proposals shall be requested.

All transactions must comply with the applicable requirements of the Arizona Revised Statutes, the Arizona Administrative Code and the Uniform System of Financial Records.

### ***Purchases Not Requiring Bidding***

Except as otherwise provided above, purchases of less than ten thousand (\$10,000) dollars 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.

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

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

Intergovernmental agreements and contracts between school districts or between the District and other governing bodies as provided in A.R.S. [11-952](#) are exempt from competitive bidding under the procurement rules adopted by the State Board of Education pursuant to A.R.S. [15-213](#) (A.A.C. [R7-2-1002\(C\)\(2\)](#)).

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

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

## **Contract Requirements**

### ***Contract Duration***

Unless otherwise provided by law, contracts for materials or services and contracts for job-order-contracting construction services may be entered into if the duration of the contract and the conditions of renewal or extension, if any, are included in the invitation for bids or the request for proposals and if monies are available for the first fiscal period at the time the contract is executed.— The duration of contracts for materials or services and contracts for job-order-contracting construction services shall be limited to no more than five (5) years unless the Board determines that a contract of longer duration would be advantageous to the District.—

Once determined, the decision should be memorialized in meeting minutes and in the contract/bid file.— Payment and performance obligations for succeeding fiscal periods are subject to the availability and appropriation of monies.— The maximum dollar amount of an

individual job order for a job-order-contracting construction service shall be one million dollars (\$1,000,000) or as determined by the Board.

### **Online Bidding**

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

### **Purchases Requiring Bidding**

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

### **Public Inspection and Rationale**

#### **for Awarding a Contract**

#### *Public Inspection and Rationale*

#### *for Awarding a Contract*

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

### **Registered Sex Offender Prohibition**

#### **Requirement: Registered Sex**

#### **Offender Prohibition**

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

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

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[11-952](#)

[15-213](#)

[15-213.01](#)

[15-213.02](#)

[15-239](#)

[15-323](#)

[15-342](#)

[15-382](#)

[15-765](#)

[15-910.02](#)

[23-214](#)

[34-101](#) *et seq.*

[35-391](#) *et seq.*

[35-393](#) *et seq.*

[38-503](#)

[38-511](#)

[39-121](#)

[41-2632](#)

[41-2636](#)

[41-4401](#)

A.A.C.

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

[R7-2-1023](#)

[R7-2-1029](#)

A.G.O.

[I83-136](#)

[I87-035](#)

[I06-002](#)

~~USFR~~ Uniform System of Financial Records: [VI-G-8](#) *et seq.*

2 C.F.R. 200.~~324~~

2 C.F.R. 200.~~214~~[321](#)

CROSS REF.:

[BCB](#) - Board Member Conflict of Interest

[DJ](#) - Purchasing [Ethics](#)

[DJG](#) - Vendor/Contractor Relations [and Sales Calls Requirements](#)

[GBEAA](#) - Staff Conflict of Interest

[JLIF](#) - Sex Offender Notification

## Compare Policy Advisory "DJE-R ©" to Policy in Manual

first

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

last

### DJE-R ©

#### REGULATION

#### BIDDING / PURCHASING PROCEDURES

All District purchases shall be in accordance with the relevant sections of the Arizona Revised Statutes (including, but not limited to ~~to 15-213, 15-323, 23-214~~ subsection A, ~~38-503, and and 41-4401~~), and the Arizona school district procurement rules set out in the Arizona Administrative Code (A.A.C.)- ~~R7-2-1001 through~~ through R7-2-1195. District purchases shall also be in accordance with 2 CFR 200 .214 (Code of Federal Regulations Title 2).

#### ~~Requesting Quotations~~

#### Definitions

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

#### Preparations of Specifications

Specifications for goods, services, and construction items are to be prepared in the manner prescribed by rules R7-2-1010 through R7-2-1017.

#### Procurement of Services

#### *Specified Professional Services*

#### *and Construction Services*

When the procurement of construction services or services to be provided by certain professionals are under consideration, designated District personnel shall become fully familiar with and informed on the requirements established in Arizona Revised Statutes Title 34 and Arizona Administrative Code Title 7, Chapter 2, Parts XIV and XV. The assigned District personnel are to seek assistance from qualified consultants, attorneys, and bond counsel as is necessary and applicable to the projects being considered, including but not limited to determinations of the training, qualifications, experience, fitness, licensure, prior performance, and bonding of potential providers. Procurement activities, including securing the services of persons to assist District personnel as referenced above shall be in accordance with all relevant requirements prescribed by federal and state law and the rules of federal, state, county, and municipal agencies for the acquisition, performance and reporting of the services being sought and acquired.

#### *Procurement of Services by Certain*

#### *Other Classes of Providers*

Except as authorized pursuant to [R7-2-1002](#), [R7-2-1053](#), or [R7-2-1055](#), the purchase of services to be provided by clergy, certified public accountants, physicians, dentists, and legal counsel shall be as specified in [R7-2-1061](#) through [R7-2-1068](#). Except as authorized in [R7-2-1033](#), [R7-2-1053](#), [R7-2-1055](#), and [R7-2-1122](#), the procurement of services by an architect, engineer, land surveyor, assayer, geologist, or landscape architect is to be accomplished in compliance with [R7-2-1117](#) through [R7-2-1123](#). Procurement procedures related to purchasing services from the professional providers are to conform to [R7-2-1119](#) through [R7-2-1122](#).

### ***Construction Procurement Procedures***

Preparation for inviting bids for construction and the steps to be followed in the construction procurement process shall be guided by and consistent with [R7-2-1100](#) through [R7-2-1115](#).

### ***Sole-Source Procurements***

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

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

### ***Due Diligence***

The District is responsible for ensuring that all procurements are done in accordance with applicable law and school district procurement rules whether the procurement is done independently or through a cooperative purchasing agreement. The appropriate amount and complexity of due diligence to be performed by a district will vary based on the procuring entity with which the district is participating. A.R.S. [15-213\(F\)](#) requires school districts and school purchasing cooperatives, in connection with any audit conducted by a certified public accountant, to have a systematic review of purchasing practices. The Office of the Auditor General has prescribed the guidelines for performing these reviews as part of the Procurement Compliance Questionnaire for cooperatives and the Expenditures section of the USFR Compliance Questionnaire for districts.

The District shall develop and follow a clear plan prescribing the purchasing practices to be followed. The plan will describe the elements of internal control and auditing to assure the District's procedures are sufficient to confirm the adequacy of the procurements practices and that the accountability of all personnel engaged in procurement practices is regularly evaluated and corrective measures taken when necessary. The due diligence activities shall include the use of the applicable sections of the Uniform System of Financial Records (USFR) Compliance Questionnaire for school districts when assessing the quality of the procurements procedures and the competence of the persons performing the procedures. Day-to-day and periodic formal checks of due diligence performance are to be documented and retained in a procurement file.

### ***Contract Requirements***

Care is to be exercised to assure the District's procurement practices conform to the general contract requirements set out in [R7-2-1072](#) through [R7-2-1087](#) and the accompanying

conditions described in [R7-2-1092](#) through [R7-2-1093](#), as applicable.

## Quotations

### Requesting Quotations

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

A. ~~Submittal~~ Submittal requirements including:

1. ~~Date~~ Date and time due;
2. ~~Type~~ Type and manner by which quotations may be received (e.g., telephone, written, fax, e-mail, ~~prepared form~~ prepared form);
3. ~~Physical~~ Physical or digital address to which quotations are to be delivered.

B. ~~Specific~~ Specific information the quotation must include.

C. ~~Whether~~ Whether or not negotiations may be held.

D. ~~Options~~ Options that may be made pursuant to a purchase contract, i.e., extensions and renewals.

E. ~~Contracts~~ Contracts for job-order-contracting services shall be limited to no more than five (5) years unless the ~~Board determines~~ Board determines that a contract of longer duration would be advantageous to the District and has provided for ~~such duration~~ such duration as a part of bid documents and conditions of renewal or extension within contract language. ~~Such~~ Such determination should be memorialized in writing and kept in the meeting minutes and contract/bid file.

F. ~~Uniform~~ Uniform terms and conditions included in the request by text or reference.

G. ~~Such~~ Such additional terms, conditions, and instructions as are applicable to the purchase under consideration.

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

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

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

### ~~Gumulative and Like~~

### ~~Item Purchases~~

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

### ~~Multiple Year Purchases Totaling Less~~

#### ~~Than One Hundred Thousand Dollars~~

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

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

### ~~Multiple Year Purchases Totaling More~~

#### ~~Than One Hundred Thousand Dollars~~

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

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

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

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

## ~~Multiple Awards to More~~

### ~~Than One Contractor~~

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

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

## ~~Bidding~~ Bidding

### ~~Bidding~~ *Bidding Methods*

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

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

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

## Definitions

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

## ~~Prospective Bidders'~~

### ~~Prospective Bidders'~~ *Lists*

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

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

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

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

### ~~Competitive Sealed~~

#### **Competitive Sealed Bidding**

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

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

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

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

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

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

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

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

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

#### **Bid Call for Construction Projects**

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

bonds for one hundred percent (100%) of the bid within five (5) working days after notification of the award.

### ***Sealed Bids***

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

### ***Multistep Sealed Bidding***

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

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

The District may hold a pre-technical offer conference with bidders as provided in [R7-2-1136\(C\)](#).

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

When the multistep sealed bidding method is determined to be authorized, the procedures set out in [R7-2-1036](#) and [R7-2-1037](#) shall be followed.

### ***Restrictions***

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

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

available for public inspection after the bids are awarded, and prospective bidders shall be notified of this in the invitation or specifications relating to the bid call.

### ~~Multistep Sealed Bidding~~

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

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

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

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

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

### ~~Competitive Sealed~~ Competitive Sealed Proposals

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

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

- A. ~~Use~~ Use a contract other than a fixed-price type;
- B. ~~Conduct~~ Conduct oral or written discussions with offerors concerning technical and price aspects of their proposals;
- C. ~~Afford~~ Afford offerors an opportunity to revise their proposals;
- D. ~~Compare~~ Compare the different price, quality, and contractual factors of the proposals submitted; or
- E. ~~Award~~ Award a contract in which price is not the determining factor.

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

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

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

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

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

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

Notice of the request for proposals shall be issued in accordance with [R7-2-1022](#).

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

### **~~Specified Professional Services~~**

### **~~and Construction Services~~**

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

### **~~Procurement of Services by Certain~~**

## **~~Other Classes of Providers~~**

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

## **~~Contract Requirements~~**

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

## **~~Preparation of Specifications~~**

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

## **~~Construction Procurement Procedures~~**

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

## **~~Emergency Awards~~**

### ***Multiple Awards to More***

### ***Than One Contractor***

Generally, the District should not use multiple awards allowing more than one (1) vendor to supply the same goods or service. However, there are instances in which the District may make multiple awards. If that instance arises, the request for proposals or invitation for bids should clearly state whether multiple awards may be used so bidders can consider that information when pricing their proposals or bids and the request for proposals shall include the criteria the school district will use for selecting vendors for each contract under the multiple award, including as applicable, whether contracts will be awarded by individual line items, groups of line items, or categories, whether contracts will be awarded incrementally, and whether contracts will be awarded by designated regions or locations.

A multiple award to more than one (1) vendor should be made only when the District has determined in writing that a multiple award is necessary and advantageous to the District. Before making the award, the District shall establish procedures for the use of the multiple awarded contracts to ensure that purchases are made from the contracts determined by the School District to offer the lowest cost in satisfying the School District's requirements. The award shall also be limited to the least number of suppliers necessary to meet the District's requirements.

## **Purchasing**

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

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

### ***Multiple Year Purchases Totaling Less***

#### ***Than One Hundred Thousand Dollars***

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

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

Contracts for materials or services and contracts for job-order-contracting construction services may be entered into for more than five (5) years if, before the procurement solicitation is issued, the Governing Board determines in writing that a contract of longer duration would be advantageous to the District. Payment and performance obligations for succeeding fiscal years are subject to the availability and appropriation of monies.

### ***Multiple Year Purchases Totaling More***

#### ***Than One Hundred Thousand Dollars***

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

The Governing Board has determined in writing that:

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

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

- A. Document the time period that the pricing is valid;

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

### ***Cooperative Purchasing Agreements***

Procurements in accordance with intergovernmental agreements and contracts between the District and other governmental entities as authorized by Arizona Revised Statute are exempt from competitive bidding requirements pursuant to A.A.C. [R7-2-1002\(C\)\(2\)](#). Inspection of and payment for materials and services acquired under a cooperative purchasing agreement are the obligation of the District.

### ***Emergency Purchases***

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

### ***Sole-Source Procurements***

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

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

### ***Cooperative Purchasing Agreements***

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

### ***Due Diligence***

~~The District is responsible for ensuring that all procurements are done in accordance with school district procurement rules whether the procurement is done independently or through a cooperative purchasing agreement. The District shall develop and follow a clear plan prescribing the purchasing practices to be followed. The plan will describe the elements of internal control and auditing to assure the District's procedures are sufficient to confirm the adequacy of the procurements practices and that the accountability of all personnel engaged in~~

~~procurement practices is regularly evaluated and corrective measures taken when necessary. The due diligence activities shall include the use of the applicable sections of the Uniform System of Financial Records (USFR) Compliance Questionnaire for school districts when assessing the quality of the procurements procedures and the competence of the persons performing the procedures. Day-to-day and periodic formal checks of due diligence performance are to be documented and retained in a procurement file.~~

### ~~Federal Regulations for Suspension~~

### ~~and Debarment Verification~~ Federal Regulations for Suspension

### and Debarment Verification

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

# Compare Policy Advisory "DJG © VENDOR / CONTRACTOR RELATIONS" to Policy in Manual

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

## DJG © VENDOR / ~~CONTRACTOR RELATIONS~~

### ~~Fingerprinting Requirements~~

### CONTRACTOR AND

### SALES CALLS REQUIREMENTS

#### Fingerprinting Requirements

A contractor, subcontractor or vendor, or any employee of a contractor, subcontractor or vendor, who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to A.R.S. [41-1758 et seq.](#)— The Superintendent, or a principal subject to approval by the Superintendent, may exempt from the requirement to obtain a fingerprint clearance card a contractor, subcontractor, or vendor whom the Superintendent or principal has determined is not likely to have independent access or unsupervised contact with students as part of their normal job duties while performing services to the school or to the School District.— The exemption shall be given in writing and a copy filed in the District office.

The Superintendent shall develop uniform District criterion for making a determination of whether or not an exemption will be granted. ~~Required Contract Provisions~~

#### Contract Provisions Requirements

Each District contract shall contain the provisions of statute paraphrased below and the Superintendent shall implement procedures to randomly verify the records of contractor and subcontractor employees to ensure compliance with these warranties.

The contract or agreement with each contractor shall contain the warranties indicated below:

- ~~Each~~ ~~A.~~ Each contractor shall warrant compliance with all federal immigration laws and regulations that relate to ~~their employees~~ ~~their~~ employees and that they have verified employment eligibility of each employee through the E-Verify program. The contractor shall acknowledge that a breach of this warranty shall be deemed a ~~material breach~~ material breach of the contract subject to penalties up to and including termination of the contract.
- ~~The~~ ~~B.~~ The contractor further acknowledges that the School District retains the legal right to inspect the papers of ~~any contractor~~ any contractor or subcontractor employee who works on the contract to ensure compliance by the contractor ~~or subcontractor~~ or subcontractor. -

The contractor shall facilitate this right by notice to his employees and supervisors.

~~Adopted: date of Manual adoption~~

## Sales Calls and Demonstrations

### Requirements

Sales representatives for school services, supplies, or other materials are not permitted to call on teachers or other school staff members except with prior authorization from the Superintendent.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[15-341](#)

[15-342](#)

[15-512](#)

[23-214](#)

[41-1758](#) *et seq.*

[41-4401](#)

A.A.C.

[R7-2-1001](#)

[R7-2-1003](#)

[R7-2-1004](#)

[R7-2-1010](#)

Public Law 92-544

CROSS REF.:

[DBF](#) - Budget ~~Hearings and Reviews/Adoption Process~~ Process, Adoption and Implementation

[DIC](#) - Financial Reports and Statements

[DJE](#) - Bidding/Purchasing Procedures

## Compare Policy Advisory "DJG-R ©" to Policy in Manual

first

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

last

### DJG-R ©

#### REGULATION

#### VENDOR / ~~CONTRACTOR RELATIONS~~

~~A District appointed contract liaison shall at random times request contractor and subcontractor employment records.~~

#### CONTRACTOR AND

#### SALES CALLS REQUIREMENTS

##### Request for Records

Intermittently and without prior notice, the District appointed liaison to each contractor shall request from the individual contractor and subcontractor employees the information required on the I-9 form.— Such information shall be used to verify the employee's right to work status and the contractor and subcontractor compliance with contract warranties.— A report of the result of this inquiry shall be made to the Superintendent.

## Compare Policy Advisory "DJGA © SALES CALLS AND DEMONSTRATIONS" to Policy in Manual

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### **DJGA © SALES CALLS AND DEMONSTRATIONS**

~~Sales representatives for school services, supplies, or other materials are not permitted to call on teachers or other school staff members except with prior authorization from the Superintendent.~~

~~Adopted: date of Manual adoption~~

~~LEGAL REF.:~~

~~A.R.S.~~

~~15-341~~

***Remove per PA 902 - May 2025 (Merged with Policy DJG.)***

## Compare Policy Advisory "DJGA-R ©" to Policy in Manual

first

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

last

### DJGA-R ©

#### REGULATION

#### SALES CALLS AND DEMONSTRATIONS

~~When appropriate, the principal may give permission to sales representatives of educational products to see members of the school staff at times that will not interfere with the educational program.~~ Remove per PA 902 - May 2025

## Compare Policy Advisory "DK © PAYMENT AND PAYROLL PROCEDURES" to Policy in Manual

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### DK ©

## ~~PAYMENT~~ PAYMENT AND PAYROLL PROCEDURES

### Payment Procedures

In order to receive appropriate discounts and maintain good vendor relations, the Board directs the prompt payment of salaries and bills, but only after due care has been taken to assure that such amounts represent proper obligations of the District for services and/or materials received.

The Superintendent will implement procedures for the review of purchase ~~invoices to orders~~ to determine that items or services are among those budgeted, itemized goods or services have been satisfactorily supplied, funds are available to cover payment, and invoices are in order and for the contracted amounts.

~~Adopted: date of Manual adoption~~

### Payroll Procedures

The District will establish two (2) or more days in each month, ~~Not more than sixteen (16)~~ days apart, as fixed paydays for payment of wages in accord with Arizona Statute. Employees may choose to have their salaries paid in full upon the last pay date following completion of their assignments or may annualize their pay.

An employee who quits the service of the District shall be paid all wages due on the regular payday for the pay period during which termination occurs. Such wages may be paid by mail if requested.

Notwithstanding A.R.S. 23-351 and 23-353, an employee who is discharged from service of the District shall be paid all wages due within ten (10) calendar days from the date of discharge [A.R.S. 15-502].

Adopted: <-- z2AdoptionDate -->

#### LEGAL REF.:

A.R.S.

15-304

15-321

15-502

15-906

23-351

23-353

**CROSS REF.:**

[GCQF](#) - Discipline, Suspension, and Dismissal of Professional Staff Members

[GDQD](#) - Discipline, Suspension, and Dismissal of Support Staff Members

**Compare DK-E © (version 2 to 1)**

**first** Click on the changed parts for a detailed description. Use the left and right arrow keys to walk **last**  
through the modifications.

**DK-~~E~~EA ©**

EXHIBIT

**~~PAYMENT~~ PAYMENT AND PAYROLL PROCEDURES****RESOLUTION AUTHORIZING THE EXECUTION OF  
WARRANTS BETWEEN BOARD MEETINGS**

WHEREAS, A.R.S. [15-321](#) ~~sets~~ sets forth the procedures for execution of warrants drawn on the District, and

WHEREAS, said statute provides that an order for salary or other expense may be signed between Board meetings if a resolution to that effect has been passed prior to the signing and that order is ratified by the Board at the next regular or special meeting of the Governing Board;

NOW, THEREFORE, BE IT RESOLVED, that said statutory procedure be, and herein is, ordered for use in the District in accordance with the provisions of A.R.S. [15-321](#).

This resolution was moved, seconded, and passed at a meeting of the Osborn Elementary School District No. 8 Governing Board on \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

---

President

**DK-EB ©**

**EXHIBIT**

**PAYMENT AND PAYROLL PROCEDURES**

**DEFERRED WAGE PAYMENT ELECTION FORM**

By my signature I hereby acknowledge that I have read and understand the School District's policy on deferred/annualized wages. Furthermore, by my signature on this form I am electing to defer payment of my wages on an annualized basis consisting of twenty-six (26) payments. I understand that any change from an annualized election of payment requires that I notify the District prior to the beginning of duty for the fiscal year in which the change is being given.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date signed

## Compare Policy Advisory "DKA © PAYROLL PROCEDURES / SCHEDULES" to Policy in Manual

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### DKA © PAYROLL PROCEDURES / SCHEDULES

~~The District will establish two (2) or more days in each month as fixed paydays for payment of wages in accord with Arizona Statute. Employees may choose to have their salaries paid in full upon the last pay date following completion of their assignments or may annualize their pay. Employees who choose to receive payment of wages beyond the period in which the wages were earned (deferred payment) will be subject to Internal Revenue Service (IRS) penalties unless they provide a written election of such deferral prior to the first duty day of the year of deferral. Forms for such deferral shall be made available. Any change to the election must be made prior to the first duty day of the fiscal year of the deferment.~~

~~An employee who quits the service of the District shall be paid all wages due on the regular payday for the pay period during which termination occurs. Such wages may be paid by mail if requested.~~

~~An employee who is discharged from service of the District shall be paid all wages due within ten (10) calendar days from the date of discharge.~~

~~Adopted: date of Manual adoption~~

~~LEGAL REF.:~~

~~A.R.S.~~

~~[15-502](#)~~

~~[23-351](#)~~

~~[23-353](#)~~

~~GROSS REF.:~~

~~[GCQF](#) - Discipline, Suspension, and Dismissal of Professional Staff Members~~

~~[GDQD](#) - Discipline, Suspension, and Dismissal of Support Staff Members~~

~~[Remove per PA 904 - May 2025](#) (Merged with Policy DK)~~

## Compare Policy Advisory "DKA-E ©" to Policy in Manual

first

Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.

last

### DKA-E ~~©~~ ©

#### EXHIBIT

#### PAYROLL PROCEDURES / SCHEDULES

#### ~~DEFERRED WAGE PAYMENT ELECTION FORM~~

~~By my signature I hereby acknowledge that I have read and understand the School District's policy on deferred wages. Furthermore, by my signature on this form I am electing to defer payment of my wages on an annualized basis consisting of twenty-six (26) payments. I understand that any change from an annualized election of payment requires that I notify the District prior to the beginning of duty for the fiscal year in which the change is being given.~~

\_\_\_\_\_  
Signature \_\_\_\_\_ Position \_\_\_\_\_

\_\_\_\_\_  
Printed name \_\_\_\_\_ Date signed \_\_\_\_\_

**Remove per PA 904 - May 2025 (Moved to Policy DK-EB.)**

# Compare Policy Advisory "DN © SCHOOL PROPERTIES DISPOSITION" to Policy in Manual

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

## DN © SCHOOL PROPERTIES DISPOSITION

### Sale or Lease of Property

The Board may sell or lease to the state, a county, a city, another school district or a tribal government agency any school property required for public purpose provided the sale or lease of the property will not affect the normal operation of a school within the District and the District is in compliance with Policy FCB, Retirement of Facilities, and A.R.S. [15-189342](#).

### Disposition of Surplus Materials

The School District shall determine the fair market value of excess and surplus property.— Except as provided in A.R.S. [15-342](#), surplus materials, regardless of value, shall be offered through competitive sealed bids, public auction, established markets, trade-in, posted prices, or state surplus property.—If unusual circumstances render the above methods impractical, the District may employ other disposition methods, including appraisal or barter, provided the District makes a determination that such procedure is advantageous to the District.— Only United States Postal Money Orders, certified checks, cashier's checks, or cash shall be accepted for sales of surplus property unless otherwise approved by the District or for sales of less than one hundred dollars (\$100).

### ~~Exceptions for~~ **Exceptions for** Disposition ~~of~~ **of** Learning Materials ~~and~~ **and** Equipment

The Board authorizes the Superintendent to establish regulations for the disposal of surplus or outdated learning materials to nonprofit community organizations when it has been determined that the cost of selling such materials equals or exceeds estimated market value of the learning materials.

The Board may sell used equipment to a charter school or private school before attempting to sell or dispose of the equipment by other means.

### ~~Competitive Sealed Bidding~~

~~Notice of the sale bids shall be publicly available from the District at least ten (10) days before the date set for opening bids. Notice of the sale bids shall be mailed to prospective bidders, including those on lists maintained by the District pursuant to A.A.C. [R7-2-1023](#). The notice of the sale bids shall list the materials offered for sale; their location; availability for inspection; the terms and conditions of sale; and instructions to bidders, including the place, date, and time set for bid opening. Bids shall be opened publicly pursuant to the requirements of A.A.C. [R7-2-1029](#).~~

~~The award shall be made, in accordance with the provisions of the notice of the sale bids, to the highest responsive and responsible bidder, provided that the price offered by such bidder is acceptable to the District. If the District determines that the bid is not advantageous to the~~

~~District, the District may reject the bids in whole or in part and may resolicit bids, or the District may negotiate the sale, provided that the negotiated sale price is higher than the highest responsive and responsible bidder's price.~~

## Auctions

Auctions shall be advertised at least two (2) times prior to the auction date in a newspaper of the county as defined in A.R.S. [11-255](#).— Advertisements must be at least seven (7) days apart.— All of the terms and conditions of any sale shall be available to the public at least twenty-four (24) hours prior to the auction date.

Before surplus materials are disposed of by trade-in to a vendor for credit on an acquisition, the District shall approve such disposal.— The District shall base this determination on whether the trade-in value is expected to exceed the value realized through the sale or other disposition of such materials.

An employee of the District or a Governing Board member shall not directly or indirectly purchase or agree with another person to purchase surplus property if said employee or Board member is, or has been, directly or indirectly involved in the purchase, disposal, maintenance, or preparation for sale of the surplus material.

## ~~State Surplus Property Manager~~State Surplus Property Manager

Except as provided in A.R.S. [15-342](#), the District may enter into an agreement with the State Surplus Property Manager for the disposition of property pursuant to Article 8 of the Arizona Procurement Code [A.R.S. [41-2601](#) et seq.] and the rules promulgated thereunder.

## ~~Donation of Surplus~~Donation of Surplus

The Board may donate surplus or outdated learning materials, educational equipment and furnishings to nonprofit community organizations where the Board determines the anticipated cost of selling the learning materials, educational equipment or furnishings equals or exceeds the estimated market value of the materials.

## ~~Offer to Sell~~Offer to Sell

The Board may offer to sell outdated learning materials, educational equipment or furnishings at a posted price commensurate with the value of the item to pupils who are currently enrolled in the District before those materials are offered for public sale.

Adopted: <-- z2AdoptionDate -->

### LEGAL REF.:

A.R.S.

~~15-489~~[341](#)

~~15-341~~[342](#)

~~15-342~~[727](#)

[15-729](#)

A.A.C.

[R7-2-1131](#)

A.G.O.

I80-036

I80-189

U.S.F.R. Sec. III-J-5(10); App. B(6)

CROSS REF.:

[BCB](#) - Board Member Conflict of Interest

[FCB](#) - Retirement of Facilities

[GBEAA](#) - Staff Conflict of Interest

[IJJ](#) - Textbook/Supplementary Materials Selection and Adoption

**OSBORN SCHOOL DISTRICT NO. 8**

**August 19, 2025**

**Board Meeting**

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

**Agenda Item Number – X**

**Agenda Item**

**Board Development**

For Board: ☐ Action ☒ Discussion ☒ Information

**Background –**

Book study-

Great on Their Behalf—Part I: Why School Boards Fail

1. Knowledge-Based Failures
2. Skill-Based Failures
3. Mindset-Based Failures

Reflection Questions:

1. Would you classify our board currently as either founder-focused, contribution-focused, patronage-focused, or outcomes-focused?
2. How does the board select goals and create meeting agendas focused on student outcomes?
3. What are current impediments to the board being more focused on student outcomes?

**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**

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**OSBORN SCHOOL DISTRICT NO. 8**  
**August 19, 2025**  
**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**

**Reflections/Feedback on Meeting**

For Board:    ☐ Action                      ☒ Discussion                      ☒ Information

**Background –**

Reflect on the business of tonight's meeting. You may comment on how it aligns to our goals.

**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**

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

OSBORN SCHOOL DISTRICT NO. 8

August 19, 2025

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

Future

Mr. Thompson

- Rundown of bond expenditures

Agenda Item Number – XIII

Adjournment

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F