POMERENE SCHOOL DISTRICT
PUBLIC HEARING AND
REGULAR BOARD MEETING
July 13, 2026

Pursuant to A.R.S. 38-431.02, notice is hereby given to members of the Pomerene School Governing Board and to the General Public that the Pomerene School Governing Board will hold a Public Hearing open to the public **Monday, July 13, 2026 @ 6:00 pm** and a Regular Board Meeting open to the public **@ 6:15 pm at the Pomerene School District Library 1396 N. Old Pomerene Rd.** A copy of the agenda background material provided to Board Members (except for material relating to possible executive sessions) is available for public inspection at the School District Office located at 1396 Old Pomerene Rd. Pomerene, Arizona. Doors open at 6:00 pm. Seating capacity 40.

6:00 PM Public Hearing – FY27 Adopted Budget

I. **6:15 PM GENERAL SESSION**

A. Call to Order/ Roll Call of Members
B. Pledge of Allegiance
C. Call to the Public*
D. Approve Agenda
E. Approve Consent Agenda

II. Consent Agenda

1. Approve Meeting Minutes – June 22, 2026
2. Ratify Payroll and Expense Vouchers. See Memo #2
3. Personnel

I. Action Items

1. FY 2027 Adopted Budget
2. FY27 SPED policies
3. FY26 Advisent Audit Engagement Letter
4. Blueprintr Technologies Agreement
5. ASDB IGA Agreement
6. Addendum to Maintenance Contract Roland Hinton
7. Beyond Textbooks IGA Agreement
8. District classroom and SPED caps

II. Superintendent's Report

III. Information Items

a. Student Council Activities current balance update - $ 2,199.13

IV. Future Agenda Items

Nex Meeting Date: August 10, 2026 -Time: 6:15 PM Place: PS Library-Adjournment:

Pursuant to the Americans with Disabilities Act (ADA), the Pomerene Elementary School does not, by reason of a disability, exclude from participation in or deny benefits of services, programs, or activities, or discriminate against any qualified person with a disability. Inquiries regarding compliance with ADA provisions, accessibility, or accommodation can be directed to Mike Sherman, Superintendent of Schools, at 520-586- 2407, 1396 Old Pomerene Rd, Pomerene, Arizona.

CALL TO THE PUBLIC

*At this time, the public may speak to the Governing Board on any listed item on the agenda or any topic that the Board has been notified of in writing, prior to the meeting. The public must state his/her full name for the record and is allowed up to three minutes to address the Governing Board. No action will be taken as a result of public comments. THE BOARD EXPECTS THAT THE CITIZENS WHO ADDRESS THE BOARD WILL PRESENT CONCERNS REGARDING THE ACTIVITIES IN QUESTION, RATHER THAN PERSONAL ATTACKS UPON BOARD MEMBERS, STAFF PERSONNEL, OR OTHER PERSONS IN ATTENDANCE OR ABSENT. IN ADDITION, QUESTIONS OR COMMENTS ON MATTERS THAT ARE CURRENTLY UNDER LEGAL REVIEW WON'T BE ACCEPTED.

Presenters are cautioned that statements or representations concerning others that convey an unjust, unfavorable impression may subject the presenter to civil action for defamation. Policies KE, KEB, and KEC are provided by the Board for disposition of legitimate complaints, including those involving individuals.

EXECUTIVE SESSION

The Board reserves the right to go into Executive Session for the purpose of discussing personnel. They also reserve the right to consider salaries, promotion, and assignment in this session as provided by A.R.S. 38-431.03. A.1. However, there will be no action taken in Executive Session.

Posted this Date, July 10, 2026; Placed on District Website on; July 10, 2026; Dated this date, July 10, 2026.

POMERENE SCHOOL DISTRICT
PUBLIC HEARING AND
REGULAR BOARD MEETING
June 22, 2026

MinutesPursuant to A.R.S. 38-431.02, notice is hereby given to members of the Pomerene School Governing Board and to the General Public that the Pomerene School Governing Board will hold a Public Hearing open to the public **Monday, June 22, 2026 @ 6:00 pm** and a Regular Board Meeting open to the public **@ 6:15 pm at the Pomerene School District Library 1396 N. Old Pomerene Rd.** A copy of the agenda background material provided to Board Members (except for material relating to possible executive sessions) is available for public inspection at the School District Office located at 1396 Old Pomerene Rd. Pomerene, Arizona. Doors open at 6:00 pm. Seating capacity 40.

6:00 PM Public Hearing – FY27 Proposed Budget

I. 6:15 PM GENERAL SESSION

A. Call to Order 6:16 PM/ Roll Call of Members absent: Janelle Blaschke, Paul Walker

B. Pledge of Allegiance

C. Call to the Public*

D. Approve Agenda

Motion to Approve– Lianna Contreras
Second- Don Fenn
Discussion-
Vote- 3-0

Name	Aye	Nay	Abstain
Lianna Contreras	x		
Don Fenn	x		
Danna Judd	x		
Paul Walker			
Janelle Blaschke			

E. Approve Consent Agenda

Motion to Approve– Lianna Contreras
Second- Don Fenn
Discussion-
Vote- 3-0

Name	Aye	Nay	Abstain
Lianna Contreras	x		
Don Fenn	x		
Danna Judd	x		
Paul Walker			
Janelle Blaschke			

II. Consent Agenda

1. Approve Meeting Minutes – May 11, 2026
2. Ratify Payroll and Expense Vouchers. See Memo #2

3. Personnel

I. Action Items

1. FY 2027 Proposed Budget

Motion to Approve– Lianna Contreras

Second- Don Fenn

Discussion-

Vote- 3-0

Name	Aye	Nay	Abstain
Lianna Contreras	x		
Don Fenn	x		
Danna Judd	x		
Paul Walker			
Janelle Blaschke			

2. 2nd Reading Policy Advisory 961-1046

Motion to Adopt including district localized details already in place. – Lianna Contreras

Second- Don Fenn

Discussion-

Vote- 3-0

Name	Aye	Nay	Abstain
Lianna Contreras	x		
Don Fenn	x		
Danna Judd	x		
Paul Walker			
Janelle Blaschke			

3. 2026-2027 Student Handbook

4. 2026-2027 Staff Handbook

Motion to Approve both items 3 and 4, staff and student handbooks – Lianna Contreras

Second- Don Fenn

Discussion-

Vote- 3-0

Name	Aye	Nay	Abstain
Lianna Contreras	x		
Don Fenn	x		
Danna Judd	x		
Paul Walker			
Janelle Blaschke			

5. Cell/Vehicle allowance for Superintendent

Motion to Approve addendum to the superintendents contract increasing cell/vehicle allowance to $7,000.00 for years 2026-27 and 2027-28– Lianna Contreras

Second- Don Fenn

POMERENE SCHOOL DISTRICT
PUBLIC HEARING AND
REGULAR BOARD MEETING
June 22, 2026

Discussion-

Vote- 3-0

Name	Aye	Nay	Abstain
Lianna Contreras	x		
Don Fenn	x		
Danna Judd	x		
Paul Walker			
Janelle Blaschke			

II. Superintendent's Report

III. Information Items

a. Student Council Activities current balance update - $ 2,199.13

IV. Future Agenda Items

Nex Meeting Date: July 13, 2026 -Time: 6:00 PM Place: PS Library-Adjournment: 7:21 PM

Motion to Approve– Lianna Contreras

Second- Don Fenn

Discussion-

Vote- 3-0

Name	Aye	Nay	Abstain
Lianna Contreras	x		
Don Fenn	x		
Danna Judd	x		
Paul Walker			
Janelle Blaschke			

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ACTIVITIES IN QUESTION, RATHER THAN PERSONAL ATTACKS UPON BOARD MEMBERS, STAFF PERSONNEL, OR OTHER PERSONS IN ATTENDANCE OR ABSENT. IN ADDITION, QUESTIONS OR COMMENTS ON MATTERS THAT ARE CURRENTLY UNDER LEGAL REVIEW WON'T BE ACCEPTED.

Presenters are cautioned that statements or representations concerning others that convey an unjust, unfavorable impression may subject the presenter to civil action for defamation. Policies KE, KEB, and KEC are provided by the Board for disposition of legitimate complaints, including those involving individuals.

EXECUTIVE SESSION

The Board reserves the right to go into Executive Session for the purpose of discussing personnel. They also reserve the right to consider salaries, promotion, and assignment in this session as provided by A.R.S. 38-431.03. A.1. However, there will be no action taken in Executive Session.

Posted this Date, June 19, 2026; Placed on District Website on; June 19, 2026; Dated this date, June19, 2026.

Pomerene School District

Consent Agenda Item Details

Meeting date: July 13, 2026

Consent: 2

Subject: Payroll and Expense Vouchers

EXPENSE VOUCHERS

2641 - $6,012.78

2642 - $1,718.47

PAYROLL VOUCHERS

26 - $39,263.90

27 - $40,455.11

Recommendation: Approve expense and payroll vouchers.

POMERENE ELEMENTARY #64 VOUCHER

Voucher No: **2642** **Voucher Date:** 06/19/2026 Prepared By: [illegible signature]

Printed: 06/19/2026 03:15:48 PM

THE COUNTY SCHOOL SUPERINTENDENT OF COCHISE COUNTY is hereby authorized to draw warrants against POMERENE ELEMENTARY #64 funds for the sum of $1,718.47 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2025 to June 30, 2026 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

[signature]

JUDD, DANNA	BOARD PRESIDENT
DONALD FENN	BOARD CLERK
CONTRERAS, LIANNA	BOARD MEMBER
WALKER, PAUL	BOARD MEMBER
BLASCHKE, JANELLE	BOARD MEMBER

POMERENE ELEMENTARY #64

Fund		**Amount**
001	Maintenance and Operation Fund	$1,718.47
		$1,718.47

POMERENE ELEMENTARY #64 VOUCHER

Voucher No: 2641 **Voucher Date:** 06/12/2026 Prepared By:

Printed: 06/15/2026 11:17:05 AM

THE COUNTY SCHOOL SUPERINTENDENT OF COCHISE COUNTY is hereby authorized to draw warrants against POMERENE ELEMENTARY #64 funds for the sum of $6,012.78 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2025 to June 30, 2026 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

JUDD, DANNA BOARD PRESIDENT

DONALD FENN BOARD CLERK

CONTRERAS, LIANNA BOARD MEMBER

WALKER, PAUL BOARD MEMBER

BLASCHKE, JANELLE BOARD MEMBER

POMERENE ELEMENTARY #64

Fund		Amount
001	Maintenance and Operation Fund	$5,986.80
526	Extracurricular activities fees tax credit	$25.98
		$6,012.78

POMERENE ELEMENTARY #64
VOUCHER

Entity Number: 02-3-64

Voucher No: 27 **Voucher Date:** 07/03/2026 Prepared By:

Pay Period: 27
Pay Cycle: **Biweekly - ACTUAL**

Printed: 06/25/2026 12:45:30 PM

THE COUNTY SCHOOL SUPERINTENDENT OF COCHISE COUNTY is hereby authorized to draw warrants against POMERENE ELEMENTARY #64 funds for the sum of $40,455.11 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2025 to June 30, 2026 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Administrator

JUDD, DANNA BOARD PRESIDENT

DONALD FENN BOARD CLERK

CONTRERAS, LIANNA BOARD MEMBER

WALKER, PAUL BOARD MEMBER

BLASCHKE, JANELLE BOARD MEMBER

FUND	GROSS	FICA	RETIREMENT	BENEFITS	TOTALS
001	$27,076.18	$2,042.64	$2,952.94	$4,432.84	$36,504.60
110	$2,750.09	$210.38	$330.02	$660.02	$3,950.51
	$29,826.27	$2,253.02	$3,282.96	$5,092.86	$40,455.11

POMERENE ELEMENTARY #64
VOUCHER

Entity Number: 02-3-64

Voucher No: 26 **Voucher Date:** 06/19/2026 Prepared By:

Pay Period: 26
Pay Cycle: Biweekly - ACTUAL

Printed: 06/11/2026 12:42:50 PM

THE COUNTY SCHOOL SUPERINTENDENT OF COCHISE COUNTY is hereby authorized to draw warrants against POMERENE ELEMENTARY #64 funds for the sum of $39,263.90 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2025 to June 30, 2026 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Administrator

JUDD, DANNA	BOARD PRESIDENT
DONALD FENN	BOARD CLERK
CONTRERAS, LIANNA	BOARD MEMBER
WALKER, PAUL	BOARD MEMBER
BLASCHKE, JANELLE	BOARD MEMBER

FUND	GROSS	FICA	RETIREMENT	BENEFITS	TOTALS
001	$26,882.00	$1,935.76	$2,929.64	$3,578.47	$35,325.87
110	$2,750.09	$200.96	$330.02	$656.96	$3,938.03
	$29,632.09	$2,136.72	$3,259.66	$4,235.43	$39,263.90

Pomerene School District

Consent Agenda Item Details

Meeting date: July 13, 2026

Consent: 3

Subject: Personnel

Substitute Teachers:

Jean Durbin (Substitute Classified)

Kimberly Johnson (Substitute Classified)

Brea Larson (Substitute Classified)

Annette Richards

Tyler Deneweth (Substitute Classified)

Allison Eliason

Terra Hatch

Classified Substitutes:

Marcie Robinson

Mary Mergenthaler

Esther Shull

Katie Ingram

Recommendation: Approve FY27 substitutes

Pomerene School District

New Business Agenda Item Details

Meeting date: July 13, 2026

New Business: 1

Subject: FY27 Adopted Budget

Attached is a simplified breakdown of the FY27 Adopted Budget for your review.

Please consider approval of the FY27 AdoptedBudget

BUDGET SUMMARY	FY27 ADOPTED	FY26 MAY REVISION	FY25 REVISION #1	FY24 ADOPTED	LOCATION
ADM	105	108.9103	99.4794	104.36	BSA55 P. 1
Actual AOI Student Counts	0	0	0	0	BSA55 P. 1
Weighted Student Count ADM X 1.3953	146.6325	151.9625	139.1717	145.7596	BSA55 P. 1
Group B Add-Ons WEIGHTED	10.59	15.1055	10.1027	10.9516	BSA55 P. 1
Total Weighted ADM	157.2225	167.068	149.2744	156.7112	BSA55 P. 2
Student Support Base Level	$5,215.53	$ 5,113.26	$5,013.00	$4,914.71	BSA55 P. 2
TOTAL WEIGHT X BASE (line 6 x line 7)	**$819,998.67**	**$854,262.33**	**$748,312.47**	**$770,190.29**	BSA55 P. 2
Teacher Experience Index	1.0548	1.0845	1.0991	1.0884	BSA55 P. 2
PRE-ADJUSTED BASE SUPPORT LEVEL	**$864,934.59**	**$926,447.50**	$822,470.43	**$838,275.11**	BSA55 P. 2
BSL Adustments - Audit Expense	$11,500.00	$10,750.00	$8,500.00	$13,000.00	BSA55 P. 2
FREE/REDUCED ONE TIME SUPPLEMENT			$3,253.00		
DAA (CAPITAL) ONE TIME SUPPLEMENT			$3,134.00		
ADJUSTED BASE LEVEL (line 10- line 13)	**$876,434.59**	**$937,197.50**	$837,357.43	**$851,275.11**	BSA55 P. 2
TRANS. REVE CONTROL LIMIT (TRCL)	$72,955.15	$72,995.15	$72,955.15	$72,955.15	BSA55 P. 3
RCL	**$949,389.74**	**$1,010,152.65**	**$910,312.58**	**$924,230.26**	BSA55 P. 3
Moved to Capital	**0**	**0**	**0**	**-$105,000.00**	
Small School Adjustment	$173,949.00	$173,949.00	$158,355.00	$158,355.00	Page 7
Carry Forward	$304,498.00	$303,489.00	$390,868.00	$465,946.00	Page 7
Prop 123 ($1,085096.92 x.0096%)	$0.00	0	$8,290.00	$7,796.00	Page 7
State Aide Supple/DAA/FRPL	$0.00	$15,355.00	0	$31,183.00	Page 7
M & O BUDGET Total Lines (16-20)	**$1,427,837.00**	**$1,502,946.0**	**$1,467,825.6**	**$1,482,510.00**	Page 7
DAA (CAPITAL) (Previous ADM 108.9103 x 661.89)	$76,482.00	$65,974.00	$71,086.33	$65,539.55	BSA55 P. 4
DAA adjustments (Capital)	$0.00	$0.00		$0.00	Page 7 2(b)
Line 23 minus Line 25 Actual Total DAA	**$76,482.00**	**$65,974.00**	**$71,086.33**	$65,539.55	Page 7
M & O Transfer	$0.00	$0.00		$105,000.00	Page 7
Capital Carryover & Interest	$138,866.00	$155,683.00	$131,951.00	$137,444.00	Page 8
CAPITAL BUDGET	**$215,348.00**	**$221,657.00**	**$203,037.33**	**$307,984.00**	Page 8
CSF $883 x Previous Year ADM	$135,463.00	$117,154.00	$115,379.00	$79,590.00	
CSF carry over and Interest	$157,757.00	$159,853.00	$161,116.00	$182,384.00	
	$293,220.00	**$277,007.00**	**$276,495.00**	**$261,974.00**	Page 3
K-3 Reading M&O (program 550)	**$11,002.68**	**$10,978.00**	**$9,887.32**	**$11,554.00**	Calculations
Property Taxes Revenue $8,584,653. EAV/100	**$85,846.53**	**$82,976.44**			
QTR = 1.5128 X $85,846.53	$129,868.63	$129,493.03	$125,605.51	$127,203.86	BSA55 P. 5
Small Schools	$173,949.00	$173,949.00	$158,355.00	$158,355.00	Page 7
Difference TRCL/TSL $72,955.15 - $54,121.64	$18,833.51	$37,153.00	$40,372.99	$37,352.66	BSA55 P. 3
Estimate (QTR + Small Schools + Diff TECL/TSL)	**$322,651.14**	**$340,595.00**	**$324,333.50**	**$322,911.52**	
Estimated Taxes $8,584,653/100. /100 *3.7637	**$322,348.00**	**$340,595.03**	**$324,334.10**	**$322,917.47**	

Pomerene School District

New Business Agenda Item Details

Meeting date: July 13, 2026

New Business: 2

Subject: FY27 SPED Policy

Pomerene Elementary School's special education policy manual outlines staff roles, including administrators for compliance, teachers for IEP development, and a 10-step process ranging from Child Find identification to triennial reevaluations.

The procedures prioritize inclusive practices and adherence to IDEA, FERPA, and state regulations regarding parental consent, eligibility, and service delivery.

Recommendation: Please consider approval of the FY27 Special Education Policy

Pomerene Elementary School Special Education Department

Introduction

The purpose of this manual is to provide clear policies and procedures for the Special Education Department at Pomerene Elementary School. This document is designed to ensure compliance with federal and state laws, promote best practices, and support the educational success of students with disabilities.

Mission Statement

Our mission is to provide a supportive and inclusive learning environment where all students can achieve their fullest potential. We are committed to identifying and serving the needs of students with disabilities in accordance with the Individuals with Disabilities Education Act (IDEA) and state regulations.

Policy Overview

- **Special Education Director/Coordinator:** Ensure timely identification, evaluation, and provision of services for students with disabilities.
- **Special Education Teachers & General Education Teachers:** Promote inclusive practices and meaningful participation in the general education curriculum.
- **Administrator (Principal):** Maintain compliance with all legal requirements regarding special education.

Child Find Procedures

Child Find is a legal requirement that schools identify, locate, and evaluate all children who may have disabilities and who may be entitled to special education services. Pomerene Elementary School is committed to actively seeking out and identifying students who may require special education support.

1. **Public Awareness (Administrator & School Secretary):** Information about Child Find is distributed annually to parents, staff, and the community through newsletters, the school website, and informational meetings.
2. **Referral Process (Any Staff Member, School Secretary):** Any parent, teacher, or community member who suspects a student may have a disability can initiate

a referral by completing a referral form available in the school office or online. The school secretary ensures forms are available and assists with submission.

3. **Screening and Evaluation (Special Education Teacher & School Psychologist):** Upon receiving a referral, the school's special education team will review the student's records and, if warranted, conduct screenings and evaluations within state-mandated timelines.
4. **Parental Notification and Consent (Special Education Teacher & Administrator):** Parents will be notified of the referral and must provide written consent before any formal evaluation is conducted.
5. **Eligibility Determination (Administrator, Special Education Teacher, School Psychologist):** An eligibility meeting will be held with parents, teachers, and relevant specialists to discuss evaluation results and determine if the student qualifies for special education services.
6. **Documentation (School Secretary & Special Education Teacher):** All steps and decisions are documented and maintained in the student's confidential records.

Special Education Procedures

1. **Individualized Education Program (IEP) (Special Education Teacher, General Education Teacher, Administrator, Parent):** For each eligible student, an IEP will be developed by a team including parents, teachers, and specialists. The IEP outlines goals, accommodations, and services necessary for the student's success.
2. **Least Restrictive Environment (LRE) (General Education Teacher & Special Education Teacher):** Students will be educated alongside their non-disabled peers to the maximum extent appropriate.
3. **Progress Monitoring (Special Education Teacher):** Student progress toward IEP goals will be monitored regularly, and results will be communicated to parents at least as often as progress is reported for all students.
4. **Annual Review and Reevaluation (Special Education Teacher, School Psychologist, Administrator):** IEPs are reviewed at least annually, and students are reevaluated every three years or as needed to determine ongoing eligibility and needs.
5. **Procedural Safeguards (Administrator & Special Education Teacher):** Parents are informed of their rights and provided with a copy of procedural safeguards at least once per year.

Confidentiality

School Secretary & Special Education Teacher: All student records and information regarding special education referrals, evaluations, and services are maintained in strict confidentiality in accordance with the Family Educational Rights and Privacy Act (FERPA).

Staff Training

Administrator & Special Education Director/Coordinator: All staff members are provided with ongoing training in special education policies, procedures, and best practices, including Child Find responsibilities.

Contact Information

For more information or to initiate a special education referral, please contact the Special Education Department at Pomerene Elementary School. The school secretary or Special Education Director/Coordinator can assist you.

Pomerene School District

New Business Agenda Item Details

Meeting date: July 13, 2026

New Business: 3

Subject: Advisent Audit Engagement letter for FY26 audit

The audit **engagement letter** with Advisent is a formal, legally binding contract that establishes the terms and scope of the independent audit services they will perform for Pomerene School District.

Recommendation: Please consider approval of the Aduit Engagement letter for the FY26 audit.

Pomerene School District

Recommendation: Please consider approval of the Aduit Engagement letter for the FY26 audit.

Advisent
Assurance LLP

480.608.1750
1930 S. Alma School Road, Suite A224
Mesa, AZ 85210
www.advisent.com

July 6, 2026

To the Governing Board and Management
Pomerene Elementary School District No. 64
PO Box 7
Pomerene, Arizona 85627

Dear Ms. Shull,

We are pleased to confirm our understanding of the services we are to provide Pomerene Elementary School District No. 64 (the "District") for the year ending June 30, 2026. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Pomerene Elementary School District No. 64 as of and for the year ended June 30, 2026. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.
2) Budgetary Comparison Schedules.
3) Pension and OPEB-related Schedules.

Audit Objectives
The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Pomerene Elementary School District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Pomerene Elementary School District's financial statements. Our report will be addressed to the Governing Board of Pomerene Elementary School District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Pomerene Elementary School District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We will also complete the Uniform System of Financial Records Compliance Questionnaire for the fiscal year ending June 30, 2026.

Audit Procedures—General
An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the school district or to acts by management or employees acting on behalf of the school district. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will communicate with governance the following:

- Any violation of laws or regulations that come to our attention;
- Our views relating to qualitative aspects of the entity's significant accounting practices, including accounting policies, accounting estimates, and financial statement disclosures;
- Significant difficulties, if any, encountered during the audit;
- Disagreements with management, if any, encountered during the audit;
- Significant unusual transactions, if any;
- The potential effects of uncorrected misstatements on future-period financial statements;
- Other significant matters that are relevant to your responsibilities in overseeing the financial reporting process.

Although we are not begun our planning procedures, we will identify the following as significant risks that require special audit consideration and will be including within our risk assessment and audit plan:

- Cash with County Treasurer Reconciliation
- Revenue and Expenditure Cutoff
- Capital Asset Reporting
- State Compliance

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the school district and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance
As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Nonaudit Services
As part of the audit, we will assist with the preparation of your financial statements and notes to the financial statements. You have expressed your intention to use these nonaudit services within the scope of your request for proposal for audit services. These nonaudit services do not constitute an audit and such services will not be conducted in accordance with *Government Auditing Standards*. Upon engagement of the audit we will utilize the general ledger, accounting records, District prepared schedules and other information provided by District personnel in order to prepare the necessary year-end adjusting journal entries and to prepare drafts of the financial statements and notes to the financial statements. You are responsible for the information provided by the District and for assuming all management responsibilities related to the financial statements and notes to the financial statements, and the nonaudit services we provide. You are also responsible for designing, implementing, and maintaining internal controls over the financial statements process. Prior to their issuance you will be required to acknowledge in the management representation letter that you have reviewed and approved the financial statements and acknowledge that you have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee the nonaudit services we provide and evaluate the adequacy and results of these services.

As the District's independent auditor, professional standards place specific requirements on our provision of certain nonaudit services. We are strictly prohibited from assuming management responsibilities or making management decisions; therefore, the nonaudit services we provide are limited to those indicated above. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities or making management decisions. Accordingly, to maintain our independence it is imperative that management understand its responsibilities and is capable of fulfilling these responsibilities.

Management Responsibilities
Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over state and federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that school district programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the school district from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the school district involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the school district received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the school district complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements, and related notes and that you have reviewed and approved the financial statements, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, or accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the school district; however, management is responsible for the distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Arizona Department of Education, Arizona Auditor General, or other federal cognizant agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

The timing of our audit will be scheduled for performance and completion as follows:

	Begin	*Complete*
Document internal control and preliminary tests	July 2026	Sept. 2026
Perform year-end audit procedures	Jan. 2027	Jan. 2027
Compile and issue the audit report	Feb. 2027	March 2027

We expect to begin our audit on approximately July 6, 2026, and to issue our reports no later than March 31, 2027. Dennis V Maschke, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. He will be assisted by Zhen Yu, CPA.

Our fees for the financial statement audit and completion of the USFR compliance questionnaire for the year ending June 30, 2026, is **$11,500**. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 120 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. We have provided our most recent peer review in the District's request for proposal. We will provide an additional copy upon request.

Alternative Practice Structure
Advisent Assurance LLP and Advisent LLC practice as an alternative practice structure in accordance with the AICPA Code of Conduct and applicable law, regulations and professional standards. Advisent Assurance LLP is a licensed CPA firm that provides attest services to its clients. Advisent LLC is not a licensed CPA firm. Pursuant to an administrative services Agreement ("ASA"), Advisent Assurance LLP leases professional and support personnel from Advisent LLC to perform services in support of Advisent Assurance LLP's attest services for its clients. These leased employees are under the direct control and supervision of Advisent Assurance LLP, which is solely responsible for the professional performance of the services under this engagement letter.

Advisent Assurance LLP and Advisent LLC shall comply with the AICPA Code of Professional Conduct, as applied to an alternative practice structure and applicable federal, state and local rules with respect to the confidentiality of client information. In accordance with the AICPA Code of Professional Conduct and applicable federal, state and local rules, Advisent Assurance LLP and Advisent LLC will not disclose confidential client information without client consent, except (i) to any government agency or regulatory body to the extent and in the form or manner necessary or required to comply with any rule, regulation or order of such government agency or regulatory order, or (ii) pursuant to subpoena or other legal process. Advisent Assurance LLP and Advisent LLC utilize appropriate safeguards, policies and procedures to maintain the confidentiality of confidential client information.

In connection with the alternative practice structure, Advisent LLC maintains custody of client files for Advisent Assurance LLP. Client hereby consents to Advisent Assurance LLP and Advisent LLC sharing client information with the other firms in the alternative practice structure for the purpose of performing the services for which they are engaged.

Authorization

This Engagement Letter sets forth the entire understanding between the Pomerene Elementary School District No. 64 and Advisent LLC regarding the services described herein and supersedes any previous proposals, correspondence and understandings, whether written or oral. If any portion of this Engagement Letter is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

Please confirm your acceptance of this Engagement Letter by signing below and returning one copy to us. We appreciate the opportunity to be of service to Pomerene Elementary School District No. 64 and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Dennis V. Maschke

Dennis V. Maschke, MBA, CPA
Managing Partner
Advisent Assurance LLP
DMaschke@Advisent.com
Mesa, Arizona

RESPONSE:

This letter correctly sets forth the understanding of Pomerene Elementary School District No. 64.

Management signature: Cheri Shull

Title: Business Manager

Date: 7-8-26

Superintendent/Governance signature: [signature]

Title: Superintendent

Date: 7-8-26

Pomerene School District

New Business Item Details

Meeting date July 13, 2026

New Business: 4

Subject IT Services Agreement extension

Pomerene School District went out for bid (FY26) to hire a vendor to take care of the IT services for the district with a maximum 4 additional years after the first year. The service agreement was awarded to Blueprintr Technologies.

The district is extending the agreement to year 2 with no price increase.

Recommendation: Approve Blueprintr Technologies agreement

AMENDMENT TO IT SERVICES CONTRACT AGREEMENT

This Amendment ("Amendment") is entered into this _____ day of ____________, 2026, by and between **Pomerene School District** ("District") and **Blueprintr Technologies**("CONTRACTOR").

Recitals

- **WHEREAS,** the District and the CONTRACTOR entered into an Agreement dated July 1, 2025 ("Agreement") for the 2025–2026 school year; and
- **WHEREAS,** pursuant to the **TERM** section of the Agreement, the District retains the option to extend the contract agreement for additional years, up to a total maximum of 5 years; and
- **WHEREAS,** both parties mutually desire to exercise the option to extend the Agreement for one (1) additional school year.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Extension of Term

The Agreement is hereby extended for an additional period of **one (1) year**, commencing on **July 1, 2026**, and ending on **June 30, 2027** (the "2026–2027 school year"). This represents the first of the four potential optional extension years permitted under the original Agreement.

2. Remaining Balance of Options

Following this extension, the District retains the option to extend the agreement for up to **four (4) additional years**, with the ultimate contract end date not to exceed **June 30, 2030**.

3. Integration

All other terms, conditions, provisions, and specifications of the original Agreement not expressly modified by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

Pomerene School District

By: ____

Name: Michael Sherman

Title: Superintendent

Date: ______________________________

Blueprintr Technologies

By: ______________________________

Name Billy Coleman

Title: CEO

Date: 6/19/26

EXHIBIT A

Services provided and responsibilities by Blueprintr (MSP)

EXHIBIT A

Services provided and responsibilities by Blueprintr (MSP)

- Maintain all related IT equipment as listed below except as noted.
  - Servers.
  - Workstations.
  - Chromebooks.
  - Ipads.
  - Switches
  - Router/Firewall
  - Access points
  - Does not include printers, cell phones, telephone equipment, cameras or anything else not exclusively listed above.
  - Anything else or new hardware will need to be agreed upon beforehand.
- Keep software up to date except as noted.
  - All installed software that has a valid and current license that can be maintained and updated.
  - Blueprintr will not be responsible for updating software that doesn't have a valid license, unable to be updated or has become end of life.
- Hardware repairs.
  - Blueprintr will not fix broken equipment, such as failed monitors, keyboards, mice and any other peripheral equipment like scanners and printers and doesn't include replacement of equipment such as motherboards, CPU's and memory. Failed equipment should be covered by equipment Contractors such as Dell and HP and is expected to be under appropriate warranties.
- Ensure network security, including firewall management and intrusion detection.
- Implement and maintain data backup and recovery solutions.
- Offer technical support to staff and students.
- Install and configure all software applications used by the School.
- Conduct periodic IT audits and report findings to the School.
- Ensure compliance with relevant state and federal data privacy regulations.
- Properly dispose of all IT equipment.
- Perform regular maintenance and updates of all IT infrastructure.

- Respond to service requests within 2 hours via remote support if onsite support is needed then response time will be 8 business hours.
- Ensure cybersecurity measures are in place, including endpoint protection.
- Provide training for staff on proper IT usage and cybersecurity best practices.
- Maintain documentation for all IT assets, including warranties and software licenses.

3. Responsibilities of the School

Pomerene School District

New Business Agenda Item Details

Meeting date: July 13, 2026

New Business: #5

Subject: FY27 Arizona State Schools for the Deaf and the Blind (ASDB) IGA

The **Intergovernmental Agreement (IGA)** between Pomerene Elementary School District and the Arizona State Schools for the Deaf and the Blind (ASDB) establishes a formal partnership to provide **specialized educational services for deaf, hard-of-hearing, blind, and visually impaired students**.

The critical elements of this agreement include:

- **Shared Regional Resources**: It allows Pomerene Elementary to access ASDB's specialized personnel and regional programs, including **itinerant teachers, audiologists, and visual impairment specialists** who come directly to the school.
- **Defined Staffing Responsibilities**: The IGA outlines the collaborative framework between Pomerene's onsite staff (like the Special Education Teacher and Administrator) and ASDB's specialized team to implement a student's IEP seamlessly.
- **Compliance and Cost-Sharing**: It sets guidelines for state compliance, data sharing under FERPA, and details how the financial costs of these specialized resources are split between the district and the state program

Recommendation: Please consider approval of the FY27 ASDB IGA

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. Pomerene Elementary District (02-03-64-000) , 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."

"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.

"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.

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.

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.

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. <u>**Addendum A**</u> 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.

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.

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.

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 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

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.

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

ASDB Regional Administrator	Participating School Administrator
Signature **Date**	**Signature** **Date**
Jason Lilly, MSp.Ed. Statewide Director of Itinerant Services	Debra Barney SPED Director
Typed Name and Title	**Typed Name and Title**
1200 W. Speedway Blvd.	1396 N. Old Pomerene Rd.
Mailing Address	**Mailing Address**
Tucson, AZ 85745	Benson, AZ 85602
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
Signature **Date**	**Signature** **Date**
Shaina Cooper, Assistant Superintendent	Michael Sherman, Superintendent
Typed Name and Title	**Typed Name and Title**
1200 W. Speedway Blvd	1396 N. Old Pomerene Rd.
Mailing Address	**Mailing Address**
Tucson, AZ 85745	Benson, AZ 85602
City/State/Zip	**City/State/Zip**

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: ______________________________ 6/24/2026
Legal Counsel for Participating School Date

C. Benson Hufford, Esq.
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

Elizabeth Norman, 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 programing 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 programing
- 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

Effective July 1, 2019

REVISED VOUCHER REIMBURSEMENTS
ADDENDUM C
Rev. 08/15/25

ASDB will reimburse participating schools 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.

- Students with Hearing Impairment eligibility or Visual Impairment eligibility may receive approximately $42 per day of enrollment based on 180 days of enrollment eligibility. Not to exceed $7,500 per year.
    - Students who have interpreting services or Deaf Mentors assigned to them are not eligible for a voucher reimbursement.
    - Students who have a braillist assigned to them are not eligible for a voucher reimbursement.
- Students with Multiple Disabilities eligibility (does **not** include Deafblindness) may receive approximately $50 per day of enrollment based on 180 days of enrollment eligibility. Not to exceed $9,000 per year.
    - Students who have interpreting services or Deaf Mentors assigned to them are not eligible for a voucher reimbursement.
    - Students who have a braillist assigned to them are not eligible for a voucher reimbursement.

ASDB will inform participating schools about the amount of reimbursement each student is eligible for but it is the participating schools responsibility to invoice ASDB for the reimbursement.

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

Pomerene School District

New Business Agenda Item Details

Meeting date: July 13, 2026

New Business: 6

Subject: FY27 Addendum to Contract – Roland Hinton

The district has expanded maintenance employee Roland Hinton capacity to **32 hours per week** and increased the compensation rate to **$17.88 per hour**. This operational adjustment allocates additional time necessary to complete critical facility repairs

Recommendation: Please consider approval FY27 addendum to Roland Hinton's contract.

ADDENDUM to 2026-2027 NOTICE OF INDEFINITE TERM APPOINTMENT
POMERENE ELEMENTARY SCHOOL DISTRICT #64

This Addendum to the Indefinite Term Appointment shall be between **Roland Hinton** "Employee" and the **Pomerene Elementary School District** "District".

Now, therefore, the parties hereby enter the following addendum to the 2025-2026 Indefinite Term Appointment:

The hourly rate listed on page 1 of the 2026-2027 contract shall be modified to reflect an increase to $17.88 per hour and hours per week shall be increased to 32, effective July 1, 2026.

All other terms and conditions of the 2026-2027 Indefinite Term Appointment remain unchanged.

The Employee has one (_1_) week to return this addendum without addition or deletion in order to accept this agreement addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum to the 2026-2027 Indefinite Term Appointment on the dates indicated below:

EMPLOYEE		POMERENE ELEM SCHOOL DISTRICT #64	
	6/27/26		6/27/26
Signature	Date	Michael Sherman, Superintendent	Date

Approved by the Pomerene Elementary School District Governing Board on the 13th **day of** July 2026.

Pomerene School District

New Business Item Details

Meeting date: July 13, 2026

New Business: #7

Subject: Vail Unified School District Beyond Textbooks Program Intergovernmental Agreement (IGA)

This Intergovernmental Agreement (IGA) between the District and Vail Unified School District allows Vail to provide curricular materials, assessments, and staff development through Beyond Textbooks.

Recommendation: Approve Vail Unified School District Beyond Textbooks IGA

INTERGOVERNMENTAL AGREEMENT
BETWEEN Vail Unified School District
AND Pomerene Elementary School District
FOR THE BEYOND TEXTBOOKS PROGRAM

THIS AGREEMENT is made by and between Vail Unified School District No. 20 of Pima County (hereinafter called "AGENCY") and Pomerene Elementary School District No. 64 of Cochise County (hereinafter called the "DISTRICT"):

WITNESSETH:

WHEREAS, the AGENCY, through its Governing Board, and the DISTRICT, through its Governing Board, are empowered and authorized to contract, employ faculty and staff, and provide educational courses and/or programs pursuant to A.R.S. §§ 15-341, 15-342, and 15-183, and

WHEREAS, it would further the public interest if this educational and professional development opportunity is provided by the AGENCY to provide curricular materials, assessments, and staff development for the DISTRICT students and teachers, and

WHEREAS, the AGENCY and the DISTRICT are each authorized pursuant to A.R.S. § 15-342(13) to enter into intergovernmental agreements pursuant to A.R.S. § 11-952 for the provision of services; and

WHEREAS, the AGENCY and the DISTRICT desire to enter into an Agreement for the implementation and administration of the educational program described herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the AGENCY and the DISTRICT do hereby agree as follows:

ARTICLE I. <u>PURPOSE</u>

The purpose of this Agreement is for the AGENCY to provide specified AGENCY curricular materials, assessments, and staff development to the DISTRICT's students and teachers who participate in the Beyond Textbooks program (hereinafter called the "BT"). This Agreement is based upon the mutual desire of the AGENCY and the DISTRICT to provide high-quality curricular resources, assessments, and staff development to students and teachers. The DISTRICT's teachers must complete the required BT trainings to gain access to the curricular materials and assessments.

ARTICLE II. <u>OBLIGATIONS OF THE DISTRICT</u>

THE DISTRICT AGREES:

A. To abide by the Terms of Use Policy as may be amended from time to time, and which is found on the BT Electronic Delivery System. Additionally, the DISTRICT agrees to require its employees to use the collaborative features of the BT Electronic Delivery System appropriately as outlined in the user Appropriate Use Policy, as may be amended from time to time, and which is found on the BT Electronic Delivery System. These Policies as may be amended from time to time are specifically incorporated into this Agreement. (*Terms of Use Policy is attached as Exhibit A & Appropriate Use Policy is attached as Exhibit B)*

B. To provide a building-level coordinator for each of the participating schools or sites.

C. To provide administrative support for all educational and staff development activities required to implement the terms of this Agreement, including but not limited to faculty orientations for BT, supervision, program coordination, and direction to all appropriate staff and faculty.

D. To allow employees using the collaborative features of the BT Electronic Delivery System, as outlined in the Terms of Use Policy, to receive recognition from the AGENCY in the form of nominal monetary prizes, which will be distributed to recognize outstanding contributions from time to time and in the sole discretion of the AGENCY. No DISTRICT employee is entitled to or guaranteed any monetary prize, but if any prizes are distributed, DISTRICT agrees that such distribution will not violate DISTRICT policies related to staff conflict of interest.

ARTICLE III. <u>OBLIGATIONS OF THE AGENCY</u>

THE AGENCY AGREES:

A. To provide the DISTRICT with access to AGENCY instructional calendars and the BT Electronic Delivery System containing curriculum documents, assessments, model product rubrics, and instructional resources.

B. To provide a set of curriculum calendars, using the AGENCY Instructional sequence, which fits the DISTRICT's yearly academic calendar.

C. To report any prize money distributed to a DISTRICT employee pursuant to Article II, Section D of this Agreement to the Internal Revenue Service on a form 1099, as applicable.

ARTICLE IV. <u>STANDARD PROVISIONS</u>

A. Each party shall retain complete control and jurisdiction over such programs of its own that are outside of this Agreement, and nothing in the execution of this Agreement or in its performance shall be construed to establish a joint venture of the parties hereto.

B. The parties to this Agreement agree that they will not discriminate against any employee or applicant due to race, color, religion, sex, national origin, or disability, and in this regard, they will comply with all applicable federal and state employment laws, rules and regulations, including the Americans with Disabilities Act.

C. The term of this Agreement shall commence on the 1st of July 2026 and shall expire on the 30th of June 2027.

D. The continuation and renewal of this Agreement shall require a new Agreement and shall be subject to approval by the DISTRICT Governing Board and subject to the appropriation and receipt of sufficient funds by the AGENCY and the DISTRICT to administer and support the program. In the event sufficient funds are not available or appropriated at any time, the DISTRICT may cancel the Agreement by delivering written notice to the AGENCY.

E. Upon termination of this Agreement, equipment furnished or purchased by the DISTRICT for the program shall be retained by the DISTRICT, and equipment furnished or purchased by the AGENCY shall be retained by the AGENCY.

F. The Agreement shall be subject to and interpreted under the laws of the State of Arizona. Any controversy or claim arising out of or relating to this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, shall be submitted to arbitration, to be held in Pima County, Arizona, in accordance with the Uniform Arbitration Act, A.R.S. § 12-1501 et seq. The arbitrator shall be selected by mutual agreement of the parties; if none, then by striking from a list provided by an entity such as the American Arbitration Association. In the event, either party institutes arbitration under this Agreement, the party prevailing in any such arbitration shall be entitled, in addition to all other relief, to reasonable attorneys' fees relating to such arbitration. The non-prevailing party shall be responsible for all costs of the arbitration, including but not limited to, the arbitration fees and court reporter fees. The decision of the arbitrator shall be final and binding upon the parties.

G. To the extent allowed by law, the AGENCY agrees to indemnify and hold harmless the DISTRICT from all injuries to persons or property caused by acts or omissions of the AGENCY arising out of the AGENCY's activities under this Agreement. To the extent allowed by law, the DISTRICT agrees to indemnify and hold harmless the AGENCY from all injuries to persons or property caused by acts or omissions of the DISTRICT arising out of the DISTRICT'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 Agreement and remain in effect.

H. The students, faculty, and staff of the DISTRICT who participate in this program shall not be considered as employees or students of the AGENCY, and agents or employees of the AGENCY shall not be considered employees of the DISTRICT. Accordingly, employees of one party shall not be entitled to employee benefits normally provided to bona fide employees of the other party. Nothing in this Agreement or its performance except as provided in A.R.S. § 23-1022(D) shall be construed to result in any person being the officer, agent, employee, or servant of either party when such person, absent this Agreement and the performance thereof, would not in law have such status.

I. The AGENCY shall comply with the requirements of A.R.S. § 15-512(H) regarding the fingerprinting of employees of the AGENCY, its subcontractors of every tier, and vendors who are likely to have unsupervised contact with pupils as determined by the DISTRICT, in its sole and absolute discretion. The AGENCY shall be responsible for payment of all costs associated with compliance with A.R.S. § 15-512(H). However, the Superintendent may exempt from this requirement a contractor whom the Superintendent has determined is not likely to have independent access or unsupervised contact with students as part of their normal job duties while performing services to the DISTRICT. The exemption shall be in writing and a copy filed in the DISTRICT's office.

J. This Agreement is subject to the provisions of A.R.S. § 38-511, which provides in pertinent part:

The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, 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 contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

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

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

M. If applicable, both parties acknowledge that they are aware of and have waived any conflict arising due to the dual representation of the parties by the legal firm of Udall Shumway PLC. Both parties have been made aware of their right to seek independent legal representation, and both parties have been made aware that the undersigned attorney, or any attorney at Udall Shumway PLC, cannot represent either party in the event that litigation should arise based on the terms of this Agreement.

N. FEES. The DISTRICT shall pay the AGENCY fees for the services provided hereunder as follows (please note these fees will be prorated based upon less than a full year of service):

1. Basic Annual Administrative Fee: $1,100

2. Student Use Fee shall be $14.30 per student (*Note: Every year as a BT Partner this total amount shall be based on not less than the original number of students from when the ORGANIZATION first became a BT Partner) Initial ORGANIZATION enrollment is 120 students.*

3. Training Session Fees: $2,000 per half-day session plus travel fees.

O. Total payments by the DISTRICT are due and payable within 60 days of the executed Agreement and shall not exceed amounts set forth in Section K. Each party will be solely responsible for the expenses related to its performance obligations under this IGA.

P. Assignment and Delegation. No right or interest in this Agreement and no delegation of any obligation owed, or of the performance of any obligation, shall be assigned without a written agreement between the parties.

Q. Modification. This IGA may be modified in writing by a mutual agreement signed by both of the parties.

R. Breach. Failure by either party to perform at the time and in the manner described in this Agreement shall constitute a breach by that party of this Agreement.

S. Notices. All written communications shall be addressed and mailed or delivered personally to the respective parties, as follows:

DISTRICT
To:
Mike Sherman, Superintendent
Pomerene Elementary School District
1396 N. Old Pomerene Rd.
Pomerene, AZ 85627
(520) 586-2407

AGENCY
To:
Justin Chesebrough
Director, Beyond Textbooks
Vail Unified School District
13801 E. Benson Highway
PO Box 800
Vail, AZ 85641
(520) 879-3964

T. Savings Clause. Should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect with those offending portions omitted.

U. This document contains the entire Agreement between the parties and may not be modified, amended, altered, or extended except through a written amendment by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 15 day of June, 2026.

AGENCY:
VAIL UNIFIED SCHOOL DISTRICT NO. 20

By: Justin Chesebrough
Justin Chesebrough (Jun 15, 2026 17:38:48 PDT)

Its: Director of Beyond Textbooks

DISTRICT:
POMERENE ELEMENTARY SCHOOL DISTRICT NO. 64

By: Mike Sherman
Mike Sherman (Jun 15, 2026 11:14:50 PDT)

Its: Superintendent

APPROVED as required by A.R.S. §11-952(D)

Attorney for AGENCY

Ben Hufford
Ben Hufford (Jun 16, 2026 10:27:11 PDT)
Attorney for DISTRICT

Exhibit A: Beyond Textbooks: TERMS OF USE

PLEASE READ CAREFULLY BEFORE USING THIS ELECTRONIC DELIVERY SYSTEM. BY ACCESSING AND USING THIS ELECTRONIC DELIVERY SYSTEM, YOU AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN. IF YOU DO NOT AGREE, YOU MAY NOT USE THIS ELECTRONIC DELIVERY SYSTEM.

I. Grant of Rights.
Pursuant to an agreement (the "Subscriber Agreement") between Beyond Textbooks Program ("BT") and the subscribing entity ("Subscriber"), for a subscription to BT streaming™, BT has granted to Subscriber, and the authorized educators, administrators and students under the Subscriber Agreement (or, as otherwise defined in the Subscriber Agreement, the "Users"), for the term of the applicable Subscriber Agreement, a limited, non-exclusive, terminable, non-transferable license to access the Beyond Textbook Electronic Delivery System (the "Electronic Delivery System") and any and all content included therein (the "Content"), and to download, and edit the Content pursuant to the terms and conditions set forth in the Subscriber Agreement and these Terms of Use, such grant of rights subject to BT's rights thereto.

All rights not expressly granted to Subscriber and its Users pursuant to the Subscriber Agreement are reserved to BT, and all uses of the Content by the Subscriber and its Users not expressly permitted hereunder are prohibited.

II. Permitted and Prohibited Uses.

a. **Use for Educational, Non-Commercial Purposes Only.** Subscriber and its Users may use the Electronic Delivery System and the Content for bona fide educational and research purposes only and may not use them in any commercial or for-profit manner.

   BT reserves the right, in its sole and absolute discretion, to limit the Subscriber's and/or any Users' use of the Electronic Delivery System in the event that BT, in its sole and absolute discretion, deems the Subscriber's and/or such Users' use thereof to be inconsistent with educational and research purposes, and/or inconsistent with these Terms of Use.

b. **Downloading of Content.** Users may download, for noncommercial instructional use, including for lesson plans, copies of (i) images and (ii) videos and video clips designated on the Electronic Delivery System as downloadable. Copies must be deleted or erased after the use or expiration of the Term, whichever occurs first. Such downloading shall be for individual User convenience only, and Users may not (1) systematically download any of the Content, (2) create distribution "libraries", or (3) transfer, sell, rent, display, or exhibit any of the Content to any third party.

c. **Editing Content.** Users may edit content solely in connection with classroom or other school-related projects. Such content, as edited by User, as well as any work containing User-edited videos or video clips, may not contain any libelous or unlawful materials or content or any commercial advertising materials, will not infringe upon any party's proprietary rights, including but not limited to statutory or common-law copyright, trademark and right of privacy, and may not violate any law, regulation or right of any kind whatsoever or give rise to any actionable claim or liability.

   Users must maintain all copyright, trademark, and proprietary notices included with, attached to, or embedded in all editable videos and video clips without modification, obstruction, or deletion.

d. **Dissemination of Content.** In the course of using any Content as permitted hereunder, Subscriber and its Users may not make the Content, or any part thereof, available to any party who is not a Subscriber or a User, except as permitted herein. Subscribers and their Users must ensure that the Content is at all times kept on a secure server, viewable only by Subscribers and/or its Users. If Subscriber wishes to use a third party to host the Content, BT must approve the use of such host in advance and in writing, and BT shall have the right to approve the terms of the agreement between such host and Subscriber. In addition, any Subscriber or User using the Local Host support option must use the Electronic Delivery System, rather than a local directory, to search for and access the Content.

e. **Prohibited Uses.** Except as expressly set forth herein, neither Subscriber nor the Users may (i) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, distribute, or circulate the Electronic Delivery System, the Content, or any portion thereof; (ii) disassemble, decompile, or reverse engineer the Electronic Delivery System or any portion thereof, or use a robot, spider, or any similar device to copy or catalog the Content or any portion thereof; (iii) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the

Electronic Delivery System's or the Content's control or security systems, nor allow or assist a third party to do so; or (iv) use the Content in a manner that disparages the Electronic Delivery System, the Content or BT or its content providers, or in any manner that BT may, in its sole discretion, deem inappropriate.

III. Ownership.
As between Subscriber, the Users, and BT, the Electronic Delivery System and the Content are the property of BT and are protected by United States and international copyright and trademark law. By using the Electronic Delivery System and the Content, even as permitted hereunder, neither the Subscriber nor any of its Users gain any ownership interest in the Electronic Delivery System or the Content.

IV. Security and Use of Passwords.
Each User shall have a valid username, password, and passcode for the purpose of accessing the Electronic Delivery System and the Content (the "Log-In Information"). Subscriber and its Users must keep all Log-In Information strictly confidential, and all Log-In Information may be used only by the assigned User. Subscriber and its Users are responsible for maintaining the security and confidentiality of all Log-In Information, and for preventing access to the Electronic Delivery System and/or the Content by unauthorized persons using a User's Log-In Information. Unauthorized access to or use of the Electronic Delivery System and/or the Content by someone using a User's Log-In information may be attributed to such User. Users who have not logged in to the Electronic Delivery System in six months will be set as inactive in the system.

V. Citations.
User must include citation information, including BT or the applicable content provider (if identified) as the source, for all portions of the Content used in any end product.

VI. User-Generated Contributions.
BT allows you to post your own materials, which may be viewed by other users. You agree only to submit materials where you have the right to do so and agree that you will not submit any materials that belong to other people unless they have granted you the right to do so.

In submitting user-generated materials to BT, you agree to the following terms and conditions:
For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you grant BT and its successors a non-exclusive, perpetual, royalty-free, fully paid-up license to use and distribute, perform, display, and reproduce your user-generated materials submitted hereunder, which shall include without limitation all materials submitted by you (the "User Submission"), as further described below. You acknowledge and agree that you shall not be entitled to share in any revenue that BT may or may not earn or generate through its use of your User Submission.

BT's Right to Use Your User Submission. You grant BT the non-exclusive right to use and distribute and license others to use and distribute, perform, display, reproduce and create derivative works from, your User Submission, or any portions, reproductions, or versions thereof, on BT to the users of BT.

Clearance of Your User Submission for the BT's Use. You represent and warrant that your User Submission is your original work and that you have secured any and all rights, releases, and permissions necessary for the BT use and distribution of your User Submission hereunder, including without limitation those related to any people, places, music, performances of dance or music, video, photographs and/or graphics in your User Submission (collectively, the "Elements"). You represent and warrant that, to the best of your knowledge, no further permissions or fees are due for the BT's use and distribution of your User Submission or any Elements therein. You further represent and warrant that any statements made by you or others in the User Submission are true to the best of your knowledge and that neither they, nor any Element of your User Submission, will violate any law or regulation or violate or infringe upon the rights of any third party.
Access; Backing Up Your User Submission. We work hard to make BT a secure and stable environment. However, as with any computer system, there is always the risk of data loss and that data may be made available to others despite security safeguards. You should maintain your own copies of all of your materials so that in the event of lost data affecting BT, you will not lose your User Submissions. You should not include any confidential materials as part of your User Submissions.

Release and Waiver; Indemnification. You acknowledge that the BT will rely on the foregoing terms and conditions potentially at substantial cost to them, and you hereby waive the right to assert any claim of any nature whatsoever against any party relating to the exercise of the rights and permissions granted hereunder. You also waive the right to assert any claim of any nature against any party relating to the loss of data (whether yours or someone else's data, including User Submissions) stored on, through, or by BT or relating to the access by any party to your User Submissions or the failure of any technology designed to limit access to your User Submissions. You agree to indemnify, defend and hold harmless the BT from any and all claims arising from their use and distribution of your User Submission as permitted herein or the access by any party to your User Submissions.

Furthermore, you agree not to forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through BT.

VII. Use of Materials.
Except for your own User Submissions, the materials available to you through Beyond Textbooks are the property of Beyond Textbooks or its licensors, or of other users of Beyond Textbooks, and are protected by copyright, trademark, and other intellectual property laws. You are free to display and print for your personal, non-commercial use information you receive through Beyond Textbooks. But you may not otherwise reproduce any of the materials without the prior written consent of the owner. You may not distribute copies of materials found on Beyond Textbooks in any form (including by e-mail or other electronic means), without prior written permission from the owner.

VIII. No Soliciting.
You agree not to use Beyond Textbooks to advertise or to solicit anyone to buy or sell, products or services, nor to solicit anyone to make donations of any kind, without our express written approval.

IX. Communications from BT.
BT may periodically contact Users for customer service purposes. By accessing the Electronic Delivery System and the Content, Users consent to receive such communications. Subscriber shall promptly provide BT with any and all information regarding its Users and/or use of the Electronic Delivery System and the Content by its Users that BT reasonably requests. Subscriber agrees that BT may reference its business relationship with Subscriber in its marketing or sales materials.

X. Changes to Terms of Use.
BT reserves the right to change these Terms of Use from time to time. Such changes will become effective when BT posts the revised Terms of Use on the Electronic Delivery System. Users should check the Terms of Use from time to time, as they are bound by the Terms of Use posted on the Electronic Delivery System at the time of access. Any revised Terms of Use shall supersede all previous versions.

XI. Termination of the Subscriber Agreement; Effect of Termination or Expiration.
In the event that Subscriber breaches any term of the Subscriber Agreement, or Subscriber and/or any of its Users breach these Terms of Use, and such breach is not cured within 10 days after receipt of notice thereof from BT, BT may terminate the Subscriber Agreement in whole or in part immediately upon written notice to Subscriber. Notwithstanding the foregoing, there shall be no cure period for any Event of Default that is not curable.

Upon expiration or prior termination of the Subscriber Agreement, all rights granted herein shall revert to BT; all access to and use of the Electronic Delivery System and the Content by Users must cease; all materials downloaded from the Electronic Delivery System must be erased, deleted, or destroyed; and all storage devices provided by BT, including without limitation the servers and drives provided in connection with the Local Host support option, must be immediately returned to BT at its business address.

XII. No Warranties, Limitation of Liability.
The electronic delivery system and the content are provided as is, and all warranties of any kind, past or present, whether statutory, common-law, or from a course of dealing or usage of trade, including without limitation implied warranties of merchantability, fitness for a particular purpose, security and, except as may be otherwise stated in this agreement, non-infringement, are expressly disclaimed to the fullest extent permitted by law. BT does not guarantee or make any representations regarding the use or accuracy of the electronic delivery system or the content. No oral or written information or advice given by BT or its employees shall create a warranty or in any way increase the scope of BT's obligations hereunder, and the subscriber may not rely on any such information or advice. In no event shall BT be liable for any lost data, lost profits, business interruption, replacement service, or other special, incidental, consequential, punitive, or indirect damages, however, caused and regardless of theory of liability.

Exhibit B: Beyond Textbooks: Appropriate Use Policy

CONTENT CRITERIA

The resource or idea:

- Must be congruent to the stated performance objective of the Electronic Delivery System page.
- Must have been successfully used within the classroom by the teacher prior to populating the resource/idea on an Electronic Delivery System page.

TECHNICAL CRITERIA

The resource or idea:

- Can be populated on an Electronic Delivery System page by any Vail or BT partner certified staff.
- Has file attachments that are printed to PDF files or other file types (used for all other documents) to ensure accessibility across computer systems.
- Can be made available through the Vail School District web filter.
- Is properly formatted to match the existing Electronic Delivery System page formatting.
- Has file attachments, hyperlinks, media attachments, and comments that are properly linked to ensure long-term accessibility. (Please be sure to type a brief description of the resource and include your first and last name as well as your school's name.)
- Is made up of, or links to, quality primary source materials.
- Is free of excessive or inappropriate advertisement, unrequested pop-ups, and/or unrelated distracting content.

COPYRIGHT/FAIR-USE CRITERIA

- The resource being posted is being used and distributed within the rules of educational fair use.
- If the resource is copyrighted, it will only include a link to the material, not the actual downloaded materials.

COMMENT POPULATION CRITERIA

- If commenting on another person's populated resource or idea, staff should work to ensure that populated comments are positive in nature.

Pomerene 26-27 Beyond Textbooks Annual Fees Quote and IGA

Final Audit Report 2026-06-16

Created:	2026-05-08
By:	Alexa Kirshy (kirshya@vailschooldistrict.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_fs55sCDujxiwTb-_R_D0Fa0FwdZsEB_

"Pomerene 26-27 Beyond Textbooks Annual Fees Quote and IG A" History

Document created by Alexa Kirshy (kirshya@vailschooldistrict.org)
2026-05-08 - 9:44:36 PM GMT

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2026-05-08 - 9:44:42 PM GMT

Email sent to kassandra@h2m2law.com bounced and could not be delivered
2026-05-08 - 9:51:34 PM GMT

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2026-06-15 - 6:12:48 PM GMT

Document e-signed by Mike Sherman (msherman@pomereneschool.org)
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2026-06-16 - 0:38:25 AM GMT

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Signature Date: 2026-06-16 - 0:38:48 AM GMT - Time Source: server - Signature Appearance Selected: TYPE

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2026-06-16 - 0:38:51 AM GMT

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2026-06-16 - 4:14:53 PM GMT

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2026-06-16 - 4:15:13 PM GMT

Email viewed by Ben Hufford (cbh@h2m2law.com)
2026-06-16 - 4:20:48 PM GMT

Document e-signed by Ben Hufford (cbh@h2m2law.com)
Signature Date: 2026-06-16 - 5:27:11 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-06-16 - 5:27:11 PM GMT