

OSBORN SCHOOL DISTRICT NO. 8
GOVERNING BOARD MEETING
September 17, 2024

Regular Meeting – 5:30 P.M.
Executive Session

Doors Open at 5:15 P.M.

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

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

The Governing Board will hold this meeting both in person and through technological access. Members of the public may attend in person, via Youtube Livestream. Access to the livestream is found [here](#).

The public will be able to listen to the meeting live through livestream. An Osborn employee will read the Call to the Public comments. Any communication received in Spanish, will be translated and read to the members of the Governing Board in English. The comments in their entirety will be presented to the Governing Board in writing. You may also present a live Call to the Public if you are attending in person or on the Youtube Livestream. An individual wishing to address the Governing Board using technological access must email their message or request to speak live to lnye@osbornsd.org by 12:00pm on Tuesday, September 17, 2024.

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

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- I. Call to Order**
 - II. Pledge of Allegiance/School Presentation/Land Acknowledgement**
 - III. District Celebrations and Announcements**
 - IV. Consent Agenda**
 - A. Ratification of Accounts Payable Vouchers
 - B. Ratification of Payroll Vouchers
 - C. Board Minutes
 - 1. August 20, 2024 Regular Meeting
 - D. Approval of Personnel Items
 - 1. New Employees
 - 2. Employment Changes/Additions
 - 3. Addendum Contracts
 - 4. Resignations

5. Terminations
6. Retirements
7. Leaves of Absence
- E. Donations
- F. Expenditure and Revenue Report
- G. Student Activities Statement of Revenue and Expenditures
- H. Disposal
- I. MOU's/Partner Agreements
 1. Approval of Renewal of IGA with Arizona School for the Deaf and Blind
 2. Renewal of MOU with Valle del Sol Mobile Health
 3. Valle del Sol Business Associate Agreement
 4. Renewal of MOU with Valle del Sol
 5. Approval of MOU and Lease Agreement with Amazing Arts
 6. Approval of Revised Space Agreement with Southwest Human Development Head Start /Early Head Start
 7. Renewal of Cooperative Purchasing Agreement with State of Arizona Procurement Office
 8. Renewal of Agreement and Amendment with Arizona Assessment Collaborative (AzAC)
- J. Approval of Certified Evaluators for 2024-2025
- K. Approval of Hearing Officers for Student Discipline and Personnel Matters
- L. Approval of School Facility Division Building Renewal Grants Terms & Conditions
- M. Approval of FY25 SFD Capital Plan
- N. Out of state travel to the Fall 2024 Healthy Meals Summit on October 21 – October 23, 2024 for Cory Alexander and Theresa Mazza.
- O. Out of state travel for Felipe Carranza to participate as a presenter in the Association of Latino Administrators and Superintendents (ALAS) National Education Summit in Portland, OR from October 9-11, 2024
- P. Out of state travel for Felipe Carranza to participate as a participant in the International Successful School Principalship Project (ISSPP) Research – Practice Conference at University College London (UCL) in London, England from November 11-15, 2024.
- Q. Out of state travel for Dr. Michael Robert to participate as a panelist in the Children's Equity Project / New America launch of their new Elementary Education Framework in Washington, DC from October 14-16, 2024
- V. **Call to the Public**

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

OEA.
- VII. **Administrative Reports since August Meeting**
 - A. Administrative Reports—Principals and district office administrators submit progress reports on work completed in their school/department as well as upcoming events. Principal reports are also sent to parents to improve communication. Board members may comment.
 - B. Suspension Report for month of August
 - C. Student Absence Report for month of August
 - D. Substitute Teacher Report for month of August
 - E. Student Enrollment Report as of September
 - F. 2024-2025 School Year Tax Rates

VIII. Action Items

- A. Election of Board Clerk
- B. Approval and second reading of ASBA Policy Revisions to the following policies:

- ACA-Sexual Harassment
- ACAA-Title IX Sex Discrimination
- ACAA-R Title IX Sex Discrimination
- BBBA-Board member Qualifications
- GBK – Staff Grievances
- GCF – Professional Staff Hiring
- GDF- Support Staff Hiring
- IHA- Basic Instructional Program
- IKF- Graduation Requirements
- JFABC- Admission of Transfer Students
- JFB-Open Enrollment
- JFB-R- Open Enrollment
- JHD- Exclusions and Exemptions from School Attendance
- JHD-R-Exclusions and Exemptions from School Attendance
- JHD-EA-Exclusions and Exemptions from School Attendance
- JHD-EB- Exclusions and Exemptions from School Attendance
- JII- Student concerns, Complaints and Grievances
- JLCD-R Medicines/Administering Medicines to Students

- C. Approval of Superintendent Contract

INFORMATION UPDATES

- D. Bond Update
- E. Student Cell Phones at Schools

IX. Board Development

- A. A Strategic Planning for School Leaders Chapter 3.
 - 1. What are some of the quantitative and qualitative pieces of information we can gather from parents in the form of a survey?
 - 2. What are some guiding questions you would like to see in live focus group sessions at school campuses during the Needs Assessment?

X. Reflections/Feedback on Meeting

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

XI. Future Agenda Items

XII. Executive Session

Personnel

- A. The Governing Board may convene an executive session pursuant to A.R.S. § 38-431.03(A)(1) to consider and discuss the Superintendent's contract of employment.

Legal Advice

- A. The Governing Board may convene an executive session pursuant to A.R.S. § 38-431.03(A)(3) and (4) to obtain legal advice from the attorney for the public body and to instruct the attorney regarding the Superintendent's contract of employment

XIII. Adjournment

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – I/II

Agenda Item

Call to Order

Pledge of Allegiance/School Presentation/Land Acknowledgement

For Board:

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Action

☐

Discussion

☒

Information

Osborn School District Land Acknowledgement

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

[Osborn Land Acknowledgement Video](#)

Background –

Legal

Financial

Governing Board Goals

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

Recommendation

Information Only

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – III

Agenda Item

District Celebrations and Announcements

For Board: ☐ Action ☐ Discussion ☒ Information

Background –

1.

Legal

Financial

Governing Board Goals

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

Recommendation

Information Only

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – IV-A

Agenda Item

Ratification of Accounts Payable Vouchers

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

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

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

Legal

A.R.S. §15-321.G

Financial

Governing Board Goals

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

Recommendation

It is recommended that the Governing Board ratify payment of FY25 Accounts Payable Vouchers from August 1 through August 31, 2024.

Moved _____ Seconded _____ P/F

Osborn School District No. 8
Summary of FY25 Accounts Payable Vouchers Processed
8/1/24 through 8/31/24

Fund Title	Fund #	Total
M & O	1	632,614.19
P301 Base Pay	11	0.00
P301 Performance Payout	12	0.00
Instructional Improvement fund	20	0.00
Title I	100	-380.96
Title I	101	0.00
Title I Targeted Support & Improvement	115	0.00
Title I Targeted Support & Improvement	116	0.00
Title IIA - Improving Teacher Quality	140	5,000.00
Title IIA - Improving Teacher Quality	141	0.00
TITLE IV-SAFE & DRUG FREE BASIC	160	361.68
Title IV- Safe & Drug free basic	161	8,725.00
21st Century (Enc, Sol)	162	0.00
21st Century (CL, LV, OMS)	163	357.02
Title III	190	0.00
Title III	191	305.00
Emergency Immigrant Funding	196	0.00
Title VII - Indian Ed	200	0.00
Idea - Basic	220	582.54
ARRA - IDEA BASIC	221	0.00
Idea - Preschool Grant	222	0.00
Idea Edisa	223	0.00
Idea Edisa-1 Implementation	224	0.00
ARP-Idea Preschool	227	0.00
ARP- IDEA BASIC	228	0.00
JOHNSON-O'MALLEY	230	0.00
JOHNSON-O'MALLEY	231	0.00
Education for Homeless Children	280	0.00
Education for Homeless Children	281	0.00
ARRA-ED For Homeless	283	0.00
ARP-Homeless I	284	0.00
Medicaid Reimb	290	4,679.10
AZ NURSES WORKFORCE GRANT	310	0.00
PRE School Dev GRANT	320	0.00
AZ PRIME GRANT	321	-470.54
Pre School Dev - Start - Up	322	0.00
ESSER CARES	326	0.00
Acceleration Academy Grant	327	0.00
ENROLLMENT STABILIZATION GRANT	328	0.00
HQEL	333	139,325.05
ESSER/CARES ROUND II	336	0.00
ACCELERATION ACADEMIES	337	0.00
ESSER ROUND III	346	0.00
TIF GRANT - ASU	352	0.00

FED ED INNOVATION RESEARCH GRANT	364	47,763.75
Scoppes - Counseling Grant	376	0.00
Arts in Education	377	0.00
ARP - HOMELESS II ENTITLEMENT	383	0.00
ARP - Homeless I Grant	384	0.00
Race To The Top	396	0.00
GIFTED	450	0.00
RESULT BASED FUNDING	457	0.00
AZ Transportation Modernization	465	285,101.70
EARLY LITERACY GRANT	472	0.00
OIE RISE GRANT	475	0.00
VW BUS SETTLEMENT	476	0.00
FEMININE HYGIENE	478	0.00
Safe Schools	480	0.00
School Emergency Readiness	485	0.00
Arts ED GRANT	492	0.00
TREES FOR SCHOOL GRANT	494	0.00
Sch Pl-Sales/Leas Over 1 YR	500	0.00
School Plant Sales	502	0.00
School Plant 1 Year/Less	505	0.00
Food Service	510	89,271.27
Civic Center	515	0.00
Community School	520	16,480.87
Community School Montessori	521	2,631.92
Auxiliary Operations	525	0.00
Extra Curr Tax Fees CR	526	0.00
Gift and Donations	530	9,187.62
Fingerprint	540	338.00
Insurance Proceeds	550	0.00
Textbooks	555	260.00
LITIGATION RECOVERY	565	0.00
Indirect Costs	570	19,773.90
Unemployment Insurance	575	0.00
Insurance Refund	585	0.00
Unrestrict Capital Outlay	610	475,477.94
Bond Building funds	630	274,331.89
Energy & Water Savings	665	0.00
SFB BUILDING RENEWAL	691	0.00
Student Activities	850	0.00
Employee Insurance Fund	855	227,730.36
		<u><u>2,239,447.30</u></u>

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – IV-B

Agenda Item

Ratification of Payroll Vouchers

For Board:

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Action

☐

Discussion

☐

Information

Background –

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

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

Legal

A.R.S. §15-321.G

Financial

Governing Board Goals

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

Recommendation

It is recommended that the Governing Board ratify payment of 2024/25 Payroll Vouchers processed from August 1 through August 31, 2024.

Moved _____ Seconded _____ P/F

Osborn School District No. 8

Summary of Payroll Vouchers 8/1/24 thru 8/31/24

Voucher number		
<u>Fund Title</u>	<u>Fund</u>	<u>Total</u>
Maintenance & Operation	001	1,105,979.78
Proposition 301	011	111,076.57
Proposition 301	012	156.43
Instructional Improvement Fund	020	4,237.24
Title I Disadvantaged Grant	101	68,034.25
Title IIA	141	1,557.64
	160	464.00
Title IV	161	1,623.22
21st CCLC Grant	162	2,019.36
21st CCLC Grant	163	3,028.89
Title III	191	3,722.55
Title VII-Indian Ed	200	2,896.46
IDEA - General Entitlement Grant	220	0.00
IDEA - BASIC	221	36,972.07
IDEA-Preschol Grant	222	1,480.68
ARP- IDEA PRESCHOOL	227	0.00
ARP- IDEA BASIC	228	0.00
Johnson O'Malley	231	2,896.51
Medicaid Reimbursement Fund	290	22,385.95
AZ Prime Grant	321	28,895.69
HQEL Grant	333	346.64
ESSER ROUND III	346	470,192.12
FED ED INNOVATION RESEARCH	364	2,545.57
RESULTS BASED FUNDING	457	17,433.68
na	472	9,549.92
FOUNDATIONAL LITERACY GRANT	473	11,240.94
OIE RISE GRANT	475	2,455.10
SCHOOL SAFETY GRANT	480	25,090.73
STATE TUTORING	483	-1,315.89
Food Service Fund	510	77,812.53
Civic Center	515	5,242.57
Community Schools	520	29,251.72
Community Schools-Montessori	521	22,574.10
Extra Curr Tax Fees	526	0.00
Gifts & Donations	530	3,472.35
Indirect Costs Fund	570	26,874.71
		<u>\$ 2,100,194.08</u>

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – IV-C-1

Agenda Item

Approval of Governing Board Minutes

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

Approval is requested for the minutes of the following meetings:

1. August 20, 2024 Regular Meeting

Legal

Financial

Governing Board Goals

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

Recommendation

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

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8
Governing Board Regular Meeting
August 20, 2024

The Regular Meeting of the Osborn School District Governing Board was called to order at 5:40 PM by Board President Ed Hermes.

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

Pledge of Allegiance/ Land Acknowledgement

President Hermes led the pledge and read the land acknowledgement.

District Celebrations and Announcements

Michael welcomed all staff back and introduced new administrators. New teachers were then introduced by department and school administrators.

Dr. Robert shared that Clarendon teacher Kayce Kahl has advanced to the top 10 finalists to be named Teacher of the Year by the Arizona Education Foundation. He then shared that Dr. Woodland and Ms. Nye received their Mental Health First Aid certification is glad to have them as an additional resource in the district. Congratulating Legislative 5 winners of the primary election and introduced Eric Thompson who will likely fill the open seat on the Board since Mr. Peralta has withdrawn.

Presenting a short video new school logos were shared. Mr. Stacey said the formal launch of the videos will take place soon.

Members recessed at 6:28 PM.
The meeting resumed at 6:35 PM.

Consent Agenda

- A. Ratification of Accounts Payable Vouchers
- B. Ratification of Payroll Vouchers
- C. Board Minutes
 - 1. Time Models Public Hearing July 9, 2024
 - 2. Public Hearing July 9, 2024 Budget and Approval to Spend Insurance Proceeds
 - 3. Regular Meeting of July 9, 2024
- D. Approval of Personnel Items
 - 1. New Employees
 - 2. Extra Duty Contracts
 - 3. Employment Changes/Additions
 - 4. Resignations
 - 5. Terminations
 - 6. Retirements
 - 7. Leaves of Absence
- E. Donations
- F. Expenditure and Revenue Report
- G. Student Activities Statement of Revenue and Expenditures
- H. Disposal of Equipment
- I. Approval of 2024/25 Student Activity Events
- J. MOUs/Agreements with Partner Organizations:

1. Approval of the continuation of the Food Program Permanent Service Agreement (FPPSA)
 2. Approval of the Memorandum of Understanding between Assistance League of Arizona and the Osborn School District for the 2024-2025 school year.
 3. Approval renewal of Affiliation Agreement with ASU School of Social Work for 2024-2025
 4. Approval of Renewal of the MOA with Southwest Human Development for Early Head Start/Head Start for 2024- 2025
 5. Approval of Renewal of the MOU with southwest Human Development for SPED Preschool Services 2024-2025.
 6. Approval of Space Agreement with Southwest Human Development Head Start/Early Head Start
 7. Renewal of Agreement with Rooted Sol for the 2024/2025 school year.
 8. Renewal of MOU with Phoenix Indian Center for the 2024/2025 school year.
 9. Approval of the Memorandum of Understanding and lease agreement between Lutheran Social Services of the Southwest and the Osborn School district for the 2024-2025 SY
 10. Approval of Renewal of agreement with the Arizona Dept. of Homeland Security, Cyber Readiness Program
 11. Approval of MOU with Teach for America IGNITE Program
 12. City Year Agreement FY 25-FY26
- .
- K. Approval of 2024-25 Student Fees
 - L. Extracurricular Fee/Tax Credit Resolution
 - M. Revised Sole source Listing FY25
 - N. Recommendation to Award RFP 2024.04 Teacher Sub Services
 - O. Approval of the Prop 301 Performance Based Compensation Plan for 2024/2025

Referring to item N President Hermes questioned whether there would be a formal contract brought to the Board for approval at a later date. Ms. Toscano stated that the terms of the contract had been built into the RFP alleviating the need for a contract and confirmed for Mrs. Greenberg that the award to contract services would include multiple vendors.

Mrs. Ramos motioned for approval. Mrs. Greenberg seconded. Motion carried 4-0.

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

Call to the Public

There was one form completed with the request made to speak when the item is discussed.

Bond update

Elizabeth Thielen from H2 Group provided an update on projects including a restroom in the preschool and completion of a sidewalk project at Solano, shade, revitalization of outdoor tables and equipment repair on the playground. Upcoming projects include district wide roofing and weatherization, Montecito design and coordination with Child Nutrition as plans for the center are made.

Don Brubaker introduced himself to the Board and said that after 35 years of working with the district it felt like a family celebration.

Call to the Public

OEA President Storm Gerlock spoke under the Call to the Public form submitted and shared that OEA had not been invited to participate in the review of policies related to Meet and Confer, is open to following the open meeting laws and that the policy requires mutual goals in order to formalize and create an end product and said the association is eager to have further discussion thru the meet and confer process this year.

Board Presentation

Dr. Robert said in the presentation by he and Ms. Toscano, they will look at what policies say, what practices have been, policy language and thoughts as far as a starting point. He said it is a very active process and involves much strategizing. Dr. Robert and Ms. Toscano reviewed policies HA HE, HD, HH and HI. Mrs. Toscano provided an overview of the Budget Committee process explaining its purpose and the make up of the group representing members from various groups in the district. Dr. Robert then acknowledged shortcomings of current practices indicating where improvements could be made.

Discussion took place about differences between Meet and Confer and the Budget Committee with agreement that meetings will begin in September according to policy.

Admin Reports

No comments from members.

Action Items

Approval of Delegate and Alternate as Discussed to Represent Osborn School District at the Arizona School Boards Association Delegate Assembly on September 7, 2024

Mrs. Ford self-nominated to serve as Delegate. Mrs. Greenberg self-nominated to serve as the alternate with both attending in person.

President Hermes moved to designate Mrs. Ford as delegate and Mrs. Greenberg as alternate. Mrs. Ramos seconded. Motion carried 4-0.

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

Approval of Arizona School Boards Association's (ASBA) [proposed 2025 Political Agenda](#), and, Direct the District's Delegate to the ASBA Delegate Assembly to Represent the Board's Determined Position.

Mrs. Greenberg motioned to approve support of the proposed 2025 political agenda. Mrs. Ford seconded. Motion carried 4-0.

Mr. Hermes aye
Mrs. Greenberg aye

Mrs. Ford aye
Mrs. Ramos aye

Approval of first reading of ASBA Policy Revisions to the following policies:

ACA-Sexual Harassment
ACAA-Title IX Sex Discrimination
ACAA-R Title IX Sex Discrimination
BBBA-Board member Qualifications
GBK – Staff Grievances
GCF – Professional Staff Hiring
GDF- Support Staff Hiring
IHA- Basic Instructional Program
IKF- Graduation Requirements
JFABC- Admission of Transfer Students
JFB-Open Enrollment
JFB-R- Open Enrollment
JHD- Exclusions and Exemptions from School Attendance
JHD-R-Exclusions and Exemptions from School Attendance
JHD-EA-Exclusions and Exemptions from School Attendance
JHD-EB- Exclusions and Exemptions from School Attendance
JII- Student concerns, Complaints and Grievances
JLCD-R Medicines/Administering Medicines to Students

Dr. Robert said that most revisions were directed by legislative action noting that approval would align with recommendations on the summary sheet not adopting IKF as it relates to graduation requirements.

Mrs. Ford motioned to approve. Mrs. Ramos seconded. Motion passed 4-0.

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

Approval of the English Language Development Teacher job description.

Dr. Woodland said the description is for a new position as outlined in the description. Mrs. Sotomayor further clarified that the district has received funding for the position.

Discussion took place about the need for additional language to differentiate the position from other teaching positions..

Mrs. Greenberg motioned to approve the description with the addition of language to include listing a preference of an SEI endorsement. Mrs. Ford seconded. Motion carried 4-0.

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

Board Development

ASBA Maricopa County Meeting at Glendale ESD September 23, 2024

ASBA Law Conference September 4-6, 2024

ASBA Delegate Assembly September 7, 2024

Members will notify Ms. Nye of interest in attending either of these events.

Strategic Planning for School Leaders (book study put on hold temporarily while we review the current Strategic Plan and account for 24-25 school year needs assessment collection of data)

Ed will pick up for discussion in the future

Acknowledging new staff, Mrs. Ford said she wants new teachers and staff to know that as educators, members of the Board and the superintendent have all been in their shoes and stated the support from members of the Board. She also expressed her appreciation of all the partnerships that help to make schools better.

Mrs. Ramos agreed with Mrs. Ford's comments for new staff and was happy to see the partnership with City Year.

Mrs. Greenberg echoed sentiments on welcoming staff and shared her appreciation at seeing the longevity of staff at the Opening Meeting. She was also happy to see the partnerships and stated support from the Board to make Osborn a positive place to be.

President Hermes enjoyed seeing new staff and noted his pleasure at seeing benefits of the NAU Residency Program to the district.

Dr. Robert expressed joy at seeing the faces of new staff.

Future

Mrs. Greenberg

- Update on Meet and Confer

President Hermes

- School drop off – explore ways to get more kids to school without a car.

A short break was called at 8:13 PM allowing members time to move into Executive Session.

Members moved into Executive Session at 8:20 PM

Members reconvened into Regular Session at 8:54 PM

Adjournment

President Hermes declared the meeting adjourned at 8:55 PM.

Minutes submitted by:

Lisa Nye, Executive Assistant
to the Superintendent and Governing Board

Board Clerk

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – IV-D-1-7

Agenda Item

Approval of Personnel Items

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

Per attached list.

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

Legal

Financial

Governing Board Goals

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

Recommendation

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

Moved _____ Seconded _____ P/F

NEW EMPLOYEES: CERTIFIED

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE HIRED</u>	<u>RATE OF PAY</u>
Castelli-Wright, Danielle	PE Teacher	SOL	9/3/2024	\$46,366.32
Ryan, Kelsey	SPED Master Teacher	Stud. Serv.	8/26/2024	\$27,594.27
Yang, Chenbaixue	Music Teacher	Solano	8/19/2024	\$150/day

NEW EMPLOYEES: CLASSIFIED

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE HIRED</u>	<u>RATE OF PAY</u>
Hernandez, Kenna	Educational Assistant	Solano	8/14/2024	\$15.84
Laguna, Blanca	Educational Assistant	Longview	8/26/2024	\$20.40
Macdonald, Kira	Educational Assistant- Montessori	Montecito	9/9/2024	\$20.40

RATIFY ADDENDUM TO CONTRACT		
<u>NAME</u>	<u>PROGRAM</u>	<u>AMOUNT</u>

PRE-APPROVAL ADDENDUM TO CONTRACT		
<u>NAME</u>	<u>PROGRAM</u>	<u>AMOUNT</u>

ADDITIONAL ASSIGNMENTS					
<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE</u>	<u>RATE OF PAY</u>	
Campos, Sabrina	XD- Alarm Calls	M&T	8/25/2024	\$23.27	
Montoya, Dorinda	XD- 21st Century Enrichment	LNV	9/3/2024	\$24.99	
Morris, Annette	XD- 21st Century Educational Asst Substitute	LNV	9/3/2024	\$22	
Perez, Andres	XD- 21st Century Enrichment	LNV	9/16/2024	\$21.01	
Norzagaray, Griselda	XD- 21st century Attendance Clerk	OMS	9/9/2024	\$26.21	
Romero, Manuela	XD- 21st century Attendance Clerk	ENC	9/9/2024	\$21.51	
Walker, Eleshia	XD- Crossing Guard	M&T	8/28/2024	\$21.70	
Williams, James	XD- 21st Century Enrichment	OMS	9/16/2024	\$20.54	

CHANGE OF ASSIGNMENT						
<u>NAME</u>	<u>FROM POSITION</u>	<u>TO POSITION</u>	<u>LOCATION</u>	<u>DATE</u>	<u>RATE OF PAY</u>	
Gonzalez Tena, Stephanie	Teacher	Teacher	CLA	8/15/2024	\$45,791.20	
Martinez, Annette	Bus Driver 9 month	Bus Driver 12 month	M&T	8/16/2024	\$26.16	

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

NEW YEAR SUBSTITUTE ASSIGNMENTS				
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RESIGNATIONS			
<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE</u>
Katoko, Johannes	Educational Asst SC/CC	SOL	9/3/2024
Kellogg, Raymond	Bus Driver	MT	8/21/2024
Mena, Delfina	Educational Asst SC/CC	SOL	8/22/2024
Yang, Chenbaixue	Music Teacher	SOL	9/3/2024

TERMINATIONS			
<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE</u>
James, Larry	Bus Driver	M&T	8/15/2024

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

LEAVE OF ABSENCES:			
<u>NAME</u>	<u>REASON</u>	<u>LOCATION</u>	<u>DATE</u>
Holden, Elisia	Intermittent FMLA	ENC	7/30/2024
Michel, Maria	Intermittent FMLA	MT	8/5/2024
Serrato, Martha	Intermittent FMLA	MT	8/5/2024
Linton-Brown, Teola	Leave	SOL	8/22/2024
Ruelas, Cindy	FMLA	CN	\$22.83

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

PRE-APPROVAL ADDENDUM TO CONTRACT		
<u>NAME</u>	<u>PROGRAM</u>	<u>AMOUNT</u>
Aken, Ann	21st CCLC Instructor 9/16-11/22/24	\$560.00
Andedson, Beth	21st CCLC Instructor 9/5/24	\$25.00
Anderson, Beth	21st CCLC Instructor 9/16/24-11/22/24	\$560.00
Anderson, Beth	21st CCLC Instructor 9/16/24-11/22/24	\$640.00
Anderson, Beth	21st CCLC Instructor 9/16/24-11/22/24	\$640.00
Anderson, Rachel	McKinney Vento Site Support 8/5/24-5/22/25	\$1,500.00
Anderson, Rachel	21st CCLC Instructor 9/16-11/22/24	\$640.00
Anderson, Rachel	21st CCLC Instructor 9/16/11/22/24	\$640.00
Anderson, Rachel	21st CCLC Instructor 9/16/- 12/13/24	\$240.00
Anderson, Rachel	21st CCLC Instructor 9/5/24	\$25.00
Barton, Charles	Mentor Teacher 7/23/24- /5/23/25	\$3,000.00
Beltran, Michelle	21st CCLC Instructor 9/16-12/13/24	\$240.00
Beltran, Michelle	21st CCLC Instructor 9/16/11/22/24	\$300.00
Beltran, Michelle	21st CCLC Instructor 9/5/24	\$25.00
Borghaus, Sara	21st CCLC Instructor 9/16-12/13/24	\$160.00
Butier, Lindsay	21st CCLC Instructor 9/16-11/22/24	\$560.00
Butier, Lindsay	21st CCLC Instructor 9/16-11/22/24	\$640.00
Butier, Lindsay	21st CCLC Instructor 9/16-11/22/24	\$640.00
Butier, Lindsay	21st CCLC Instructor 9/5/24	\$25.00
Colledge, Abby	21st CCLC Instructor 9/16-11/22/24	\$560.00
Colledge, Abby	21st CCLC Instructor 9/16-12/13/214	\$320.00
Colledge, Abby	21st CCLC Instructor 9/5/24	\$25.00
Corrales Villanueva, Lorena	21st CCLC Instructor 9/16-12/13/24	\$240.00
Corrales Villanueva, Lorena	21st CCLC Instructor 9/16-11/22/24	\$560.00
Corrales Villanueva, Lorena	21st CCLC Instructor 9/16-11/22/24	\$640.00
Corrales Villanueva, Lorena	21st CCLC Instructor 9/5/24	\$25.00
Delgado-Beagley, Cristina	McKinney Vento Liaison 8/5/24-5/22/25	\$5,000.00
Feria, Anna	21st CCLC Instructor 9/16-12/13/24	\$240.00
Feria, Anna	21st CCLC Instructor 9/16-11/22/24	\$640.00
Flores, Deimy	McKinney Vento Site Support 8/5/24-5/22/25	\$1,500.00

Gonzalez, Stephanie	Dual Language Spanish Teacher 8/5/24-5/22/25	\$2,500.00
Green, Maria	21st Century Site Coordinator 7/23/24-5/23/25	\$6,000.00
Hess, Jim	21st CCLC Professional Learning 9/10-9/11/24	\$25.00
Hooks, Romelo	McKinney Vento Site Support 8/5/24-5/22/25	\$1,500.00
Linn, RJ	21st CCLC Professional Learning 9/10-9/11/24	\$25.00
Maynard, Clare	Curriculum Planning/Data Analysis 8/12-9/13/24	\$1,000.00
Meza, Jorge	21st CCLC Instructor 9/16-11/22/24	\$640.00
Meza, Jorge	21st CCLC Instructor 9/5/24	\$25.00
Murphy, John	21st CCLC Instructor 9/16/11/22/24	\$640.00
Murphy, John	21st CCLC Instructor 9/16-11/22/24	\$640.00
Murphy, John	21st CCLC Instructor 9/5/24	\$25.00
Roberts, Mae	Homebound Services 8/19/24-5/22/25	\$7,200.00
Singh, Jill	School Social Media Manager 8/26/24-5/23/25	\$1,500.00
Stachel, Allison	21st CCLC Professional Learning 9/10-9/11/24	\$25.00
Stevens, Amber	21st CCLC Instructor 9/16-12/13/24	\$400.00
Terriciano, Molly	21st CCLC Instructor 9/16-12/13/24	\$400.00
Torres, Tatiana	McKinney Vento Site Support 8/5/24-5/22/25	\$1,500.00
Vehr, Rodi	TAP Advisor 7/23/24-5/23/25	\$1,500.00
Vehr, Rodi	21st Century Site Coordinator 7/23/24-5/23/25	\$6,000.00
Vincent, Madison	21st CCLC Professional Learning 9/10/24-9/11/24	\$25.00

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – IV-E

Agenda Item

Donations –

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

Donor	Donation	Location	Estimated Value
Mike Tradup	Fishing Equipment	LV	\$200.00
Michael Stewart Stewart Mechanical Solutions LLC	Fishing Equipment	LV	\$350.00

Legal

Financial

Governing Board Goals

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

Recommendation

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

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT #8

REQUEST FOR ACCEPTANCE OF
DONATIONS AND GIFTS

NAME OF INDIVIDUAL MAKING DONATION: Michael Stewart
(PLEASE PRINT)
LIC # ROC308921
REPRESENTING (FIRM, CORPORATION): Stewart Mechanical Solutions LLC
SIGNATURE Michael Stewart / Andres Perez Fish and Wildlife
Programs
ADDRESS 842 East Carlise RD
CITY Phoenix STATE Az ZIP 85086
PHONE NUMBER (HOME) 602-526-4523 (OFFICE) 623-465-4800

SCHOOL REQUESTING ACCEPTANCE Longview Elm Osborn Dist
PRINCIPAL SIGNATURE [Signature] DATE 9/3/24

DONATED ITEM:

DESCRIPTION Five quality rods, swim baits, lures,
Lure Boxes, Transport Bags, Bait Casting reels.

SERIAL # N/A

ESTIMATED VALUE \$ 350.00 - [Signature]

ROOM #/LOCATION OF ITEM Fish and Wild room, # 105

BUSINESS OFFICE/PROPERTY CONTROL

ASSIGNED ASSET # _____

DATE OF BOARD APPROVAL _____

OSBORN SCHOOL DISTRICT #8

REQUEST FOR ACCEPTANCE OF DONATIONS AND GIFTS

NAME OF INDIVIDUAL MAKING DONATION: Mike Tradop
(PLEASE PRINT)

REPRESENTING (FIRM, CORPORATION): self

SIGNATURE Mike Tradop / Andrew Faley ^{LV. Fishing}
program -

ADDRESS 3022 West Marconi Ave

CITY Phoenix STATE AZ ZIP 85053

PHONE NUMBER (HOME) 602-451-3585 (OFFICE) N/A

SCHOOL REQUESTING ACCEPTANCE Longview Elm Fish and Wildlife pro

PRINCIPAL SIGNATURE [Signature] DATE 8/19/24

DONATED ITEM:

DESCRIPTION Poles, Reels, swimbaits and lures.

Artificial Baits: multi packages - Stacey

SERIAL # 0

ESTIMATED VALUE \$200.00 - Stacey

ROOM #/LOCATION OF ITEM Room #105

BUSINESS OFFICE/PROPERTY CONTROL

ASSIGNED ASSET # _____

DATE OF BOARD APPROVAL _____

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – IV-F

Agenda Item

Expenditure and Revenue Report

For Board: ☐ Action ☐ Discussion ☒ Information

Background –

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

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

Legal

A.R.S. 15-905

Financial

Governing Board Goals

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

Recommendation

For information only

Moved _____ Seconded _____ P/F

Osborn School District

Board Exp & Revenue Report

Fiscal Year: 2023-2024

☐ Subtotal by Collapse Mask

☐ Include pre encumbrance

☐ Print accounts with zero balance

☐ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

From Date: 8/1/2024

To Date: 8/31/2024

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
001.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$11,373,187.02)	\$11,373,187.02	\$0.00	\$11,373,187.02	0.00%
001.000.0000.2000.000.000.0000	Undesignated	\$0.00	\$0.00	\$688.58	(\$688.58)	\$0.00	(\$688.58)	0.00%
001.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$9,349,360.46)	\$9,349,360.46	\$0.00	\$9,349,360.46	0.00%
001.000.0000.6000.000.000.0000	EXPENDITURES	\$22,667,985.48	(\$198,671.69)	\$19,399,014.95	\$3,268,970.53	\$7,057.50	\$3,261,913.03	14.39%
	FUND: MAINTENANCE AND OPERATION - 001	\$22,667,985.48	(\$198,671.69)	(\$1,322,843.95)	\$23,990,829.43	\$7,057.50	\$23,983,771.93	105.80%
010.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$1,991,530.46)	\$1,991,530.46	\$0.00	\$1,991,530.46	0.00%
	FUND: CLASSROOM SITE FUND - 010	\$0.00	\$0.00	(\$1,991,530.46)	\$1,991,530.46	\$0.00	\$1,991,530.46	0.00%
011.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$81,837.23)	\$81,837.23	\$0.00	\$81,837.23	0.00%
011.000.0000.6000.000.000.0000	EXPENDITURES	\$2,408,799.00	(\$39,146.44)	\$1,683,729.70	\$725,069.30	\$0.00	\$725,069.30	30.10%
	FUND: P301 BASE PAY - 011	\$2,408,799.00	(\$39,146.44)	\$1,601,892.47	\$806,906.53	\$0.00	\$806,906.53	33.50%
012.000.0000.6000.000.000.0000	EXPENDITURES	\$2,263,684.00	\$0.00	\$89,004.93	\$2,174,679.07	\$0.00	\$2,174,679.07	96.07%
	FUND: P301 PERFORMANCE PAY - 012	\$2,263,684.00	\$0.00	\$89,004.93	\$2,174,679.07	\$0.00	\$2,174,679.07	96.07%
020.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$3,031.00)	\$3,031.00	\$0.00	\$3,031.00	0.00%
020.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$165,070.75)	\$165,070.75	\$0.00	\$165,070.75	0.00%
020.000.0000.6000.000.000.0000	EXPENDITURES	\$130,000.00	(\$667.33)	\$61,647.62	\$68,352.38	\$0.00	\$68,352.38	52.58%
	FUND: INSTRUCTIONAL IMPROVEMENT FUND - 020	\$130,000.00	(\$667.33)	(\$106,454.13)	\$236,454.13	\$0.00	\$236,454.13	181.89%
100.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$484,402.29)	\$484,402.29	\$0.00	\$484,402.29	0.00%
100.000.0000.6000.000.000.0000	EXPENDITURES	\$1,360,082.47	(\$71,514.16)	\$750,423.89	\$609,658.58	\$0.00	\$609,658.58	44.83%
	FUND: TITLE I - 100	\$1,360,082.47	(\$71,514.16)	\$266,021.60	\$1,094,060.87	\$0.00	\$1,094,060.87	80.44%
101.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$641,043.55)	\$641,043.55	\$0.00	\$641,043.55	0.00%
101.000.0000.6000.000.000.0000	EXPENDITURES	\$1,454,410.95	\$0.00	\$108,787.76	\$1,345,623.19	\$0.00	\$1,345,623.19	92.52%
	FUND: TITLE I - 101	\$1,454,410.95	\$0.00	(\$532,255.79)	\$1,986,666.74	\$0.00	\$1,986,666.74	136.60%
110.000.0000.6000.000.000.0000	EXPENDITURES	\$1,707.92	\$0.00	\$0.00	\$1,707.92	\$0.00	\$1,707.92	100.00%
	FUND: TITLE ID - NEGLECTED OR DELINQUENT - 110	\$1,707.92	\$0.00	\$0.00	\$1,707.92	\$0.00	\$1,707.92	100.00%
115.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$2,572.00)	\$2,572.00	\$0.00	\$2,572.00	0.00%
115.000.0000.6000.000.000.0000	EXPENDITURES	\$50,106.66	\$0.00	\$0.00	\$50,106.66	\$0.00	\$50,106.66	100.00%
	FUND: TITLE I TARGETED SUPPORT & IMPROVEMENT - 115	\$50,106.66	\$0.00	(\$2,572.00)	\$52,678.66	\$0.00	\$52,678.66	105.13%
116.000.0000.6000.000.000.0000	EXPENDITURES	\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00	100.00%
	FUND: TITLE I TARGETED SUPPORT & IMPROVEMENT - 116	\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00	100.00%
140.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$83,254.56)	\$83,254.56	\$0.00	\$83,254.56	0.00%
140.000.0000.6000.000.000.0000	EXPENDITURES	\$319,198.48	(\$383.74)	\$175,703.05	\$143,495.43	\$0.00	\$143,495.43	44.95%
	FUND: TITLE IIA - IMPROVING TEACHER QUALITY - 140	\$319,198.48	(\$383.74)	\$92,448.49	\$226,749.99	\$0.00	\$226,749.99	71.04%
141.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$140,979.18)	\$140,979.18	\$0.00	\$140,979.18	0.00%
141.000.0000.6000.000.000.0000	EXPENDITURES	\$346,486.37	\$0.00	(\$4,776.51)	\$351,262.88	\$0.00	\$351,262.88	101.38%
	FUND: TITLE IIA - IMPROVING TEACHER QUALITY - 141	\$346,486.37	\$0.00	(\$145,755.69)	\$492,242.06	\$0.00	\$492,242.06	142.07%
160.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$29,768.63)	\$29,768.63	\$0.00	\$29,768.63	0.00%
160.000.0000.6000.000.000.0000	EXPENDITURES	\$184,836.63	(\$557.29)	\$86,714.42	\$98,122.21	\$0.00	\$98,122.21	53.09%
	FUND: TITLE IV - SAFE & DRUG FREE BASIC - 160	\$184,836.63	(\$557.29)	\$56,945.79	\$127,890.84	\$0.00	\$127,890.84	69.19%
161.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$83,882.15)	\$83,882.15	\$0.00	\$83,882.15	0.00%

Osborn School District

Board Exp & Revenue Report

Fiscal Year: 2023-2024

☐ Subtotal by Collapse Mask

☐ Include pre encumbrance

☐ Print accounts with zero balance

☐ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

From Date: 8/1/2024

To Date: 8/31/2024

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
161.000.0000.6000.000.000.0000	EXPENDITURES	\$184,629.38	\$0.00	\$18,626.83	\$166,002.55	\$0.00	\$166,002.55	89.91%
	FUND: TITLE IV - SAFE & DRUG FREE BASIC - 161	\$184,629.38	\$0.00	(\$65,255.32)	\$249,884.70	\$0.00	\$249,884.70	135.34%
162.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$332,202.14)	\$332,202.14	\$0.00	\$332,202.14	0.00%
162.000.0000.6000.000.000.0000	EXPENDITURES	\$280,000.00	(\$4,020.96)	\$202,598.08	\$77,401.92	\$0.00	\$77,401.92	27.64%
	FUND: 21ST CENTURY (ENC, SOL) - 162	\$280,000.00	(\$4,020.96)	(\$129,604.06)	\$409,604.06	\$0.00	\$409,604.06	146.29%
163.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$328,701.60)	\$328,701.60	\$0.00	\$328,701.60	0.00%
163.000.0000.6000.000.000.0000	EXPENDITURES	\$330,000.00	\$3,570.96	\$263,446.81	\$66,553.19	\$0.00	\$66,553.19	20.17%
	FUND: 21ST CENTURY (CL, LV, OMS) - 163	\$330,000.00	\$3,570.96	(\$65,254.79)	\$395,254.79	\$0.00	\$395,254.79	119.77%
190.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$18,583.69)	\$18,583.69	\$0.00	\$18,583.69	0.00%
190.000.0000.6000.000.000.0000	EXPENDITURES	\$110,437.79	\$0.00	\$67,502.44	\$42,935.35	\$0.00	\$42,935.35	38.88%
	FUND: TITLE III - 190	\$110,437.79	\$0.00	\$48,918.75	\$61,519.04	\$0.00	\$61,519.04	55.70%
191.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$10,529.74)	\$10,529.74	\$0.00	\$10,529.74	0.00%
191.000.0000.6000.000.000.0000	EXPENDITURES	\$111,426.45	\$0.00	\$0.00	\$111,426.45	\$0.00	\$111,426.45	100.00%
	FUND: TITLE III - 191	\$111,426.45	\$0.00	(\$10,529.74)	\$121,956.19	\$0.00	\$121,956.19	109.45%
200.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$27,303.32)	\$27,303.32	\$0.00	\$27,303.32	0.00%
200.000.0000.6000.000.000.0000	EXPENDITURES	\$35,595.00	\$0.00	\$54,630.70	(\$19,035.70)	\$0.00	(\$19,035.70)	-53.48%
	FUND: TITLE VII - INDIAN ED - 200	\$35,595.00	\$0.00	\$27,327.38	\$8,267.62	\$0.00	\$8,267.62	23.23%
220.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$556,422.65)	\$556,422.65	\$0.00	\$556,422.65	0.00%
220.000.0000.6000.000.000.0000	EXPENDITURES	\$1,130,009.75	\$0.00	\$907,551.56	\$222,458.19	\$0.00	\$222,458.19	19.69%
	FUND: IDEA - BASIC - 220	\$1,130,009.75	\$0.00	\$351,128.91	\$778,880.84	\$0.00	\$778,880.84	68.93%
221.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$641,786.01)	\$641,786.01	\$0.00	\$641,786.01	0.00%
221.000.0000.6000.000.000.0000	EXPENDITURES	\$1,075,132.01	\$0.00	\$0.00	\$1,075,132.01	\$0.00	\$1,075,132.01	100.00%
	FUND: IDEA BASIC - 221	\$1,075,132.01	\$0.00	(\$641,786.01)	\$1,716,918.02	\$0.00	\$1,716,918.02	159.69%
222.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$19,751.05)	\$19,751.05	\$0.00	\$19,751.05	0.00%
222.000.0000.6000.000.000.0000	EXPENDITURES	\$29,517.50	\$0.00	\$27,297.75	\$2,219.75	\$0.00	\$2,219.75	7.52%
	FUND: IDEA - PRESCHOOL GRANT - 222	\$29,517.50	\$0.00	\$7,546.70	\$21,970.80	\$0.00	\$21,970.80	74.43%
223.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$9,818.64)	\$9,818.64	\$0.00	\$9,818.64	0.00%
223.000.0000.6000.000.000.0000	EXPENDITURES	\$29,886.42	\$0.00	\$0.00	\$29,886.42	\$0.00	\$29,886.42	100.00%
	FUND: IDEA EDISA - 2 Training - 223	\$29,886.42	\$0.00	(\$9,818.64)	\$39,705.06	\$0.00	\$39,705.06	132.85%
226.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$23,922.39)	\$23,922.39	\$0.00	\$23,922.39	0.00%
	FUND: ESS- High Cost Claims - 226	\$0.00	\$0.00	(\$23,922.39)	\$23,922.39	\$0.00	\$23,922.39	0.00%
227.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$8,745.75)	\$8,745.75	\$0.00	\$8,745.75	0.00%
227.000.0000.6000.000.000.0000	EXPENDITURES	\$11,872.68	\$0.00	\$3,177.66	\$8,695.02	\$0.00	\$8,695.02	73.24%
	FUND: ARP- IDEA PRESCHOOL - 227	\$11,872.68	\$0.00	(\$5,568.09)	\$17,440.77	\$0.00	\$17,440.77	146.90%
228.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$104,896.29)	\$104,896.29	\$0.00	\$104,896.29	0.00%
228.000.0000.6000.000.000.0000	EXPENDITURES	\$110,067.72	\$0.00	\$41,865.31	\$68,202.41	\$0.00	\$68,202.41	61.96%
	FUND: ARP- IDEA BASIC - 228	\$110,067.72	\$0.00	(\$63,030.98)	\$173,098.70	\$0.00	\$173,098.70	157.27%
230.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$14,483.99)	\$14,483.99	\$0.00	\$14,483.99	0.00%
230.000.0000.6000.000.000.0000	EXPENDITURES	\$30,469.26	\$0.00	\$41,561.86	(\$11,092.60)	\$0.00	(\$11,092.60)	-36.41%

Osborn School District

Board Exp & Revenue Report

Fiscal Year: 2023-2024

☐ Subtotal by Collapse Mask

☐ Include pre encumbrance

☐ Print accounts with zero balance

☐ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

From Date: 8/1/2024

To Date: 8/31/2024

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
	FUND: JOHNSON-O'MALLEY - 230	\$30,469.26	\$0.00	\$27,077.87	\$3,391.39	\$0.00	\$3,391.39	11.13%
231.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$6,144.78)	\$6,144.78	\$0.00	\$6,144.78	0.00%
231.000.0000.6000.000.000.0000	EXPENDITURES	\$28,238.78	\$0.00	\$0.00	\$28,238.78	\$0.00	\$28,238.78	100.00%
	FUND: JOHNSON-O'MALLEY - 231	\$28,238.78	\$0.00	(\$6,144.78)	\$34,383.56	\$0.00	\$34,383.56	121.76%
280.000.0000.6000.000.000.0000	EXPENDITURES	\$29,828.93	\$0.00	\$0.00	\$29,828.93	\$0.00	\$29,828.93	100.00%
	FUND: EDUCATION FOR HOMELESS CHILDREN - 280	\$29,828.93	\$0.00	\$0.00	\$29,828.93	\$0.00	\$29,828.93	100.00%
281.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$6,328.49)	\$6,328.49	\$0.00	\$6,328.49	0.00%
281.000.0000.6000.000.000.0000	EXPENDITURES	\$31,676.78	\$0.00	\$4,483.49	\$27,193.29	\$0.00	\$27,193.29	85.85%
	FUND: EDUCATION FOR HOMELESS CHILDREN - 281	\$31,676.78	\$0.00	(\$1,845.00)	\$33,521.78	\$0.00	\$33,521.78	105.82%
283.000.0000.6000.000.000.0000	EXPENDITURES	\$60,261.77	\$0.00	\$0.00	\$60,261.77	\$0.00	\$60,261.77	100.00%
	FUND: ARRA - EDUCATION FOR HOMELESS CHILDREN - 283	\$60,261.77	\$0.00	\$0.00	\$60,261.77	\$0.00	\$60,261.77	100.00%
284.000.0000.6000.000.000.0000	EXPENDITURES	\$41,072.80	\$0.00	\$0.00	\$41,072.80	\$0.00	\$41,072.80	100.00%
	FUND: ARP - HOMELESS I - 284	\$41,072.80	\$0.00	\$0.00	\$41,072.80	\$0.00	\$41,072.80	100.00%
290.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	\$246,003.21	(\$246,003.21)	\$0.00	(\$246,003.21)	0.00%
290.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$345,143.61)	\$345,143.61	\$0.00	\$345,143.61	0.00%
290.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$671.02	\$268,418.91	(\$268,418.91)	\$0.00	(\$268,418.91)	0.00%
	FUND: MEDICAID REIMB - 290	\$0.00	\$671.02	\$169,278.51	(\$169,278.51)	\$0.00	(\$169,278.51)	0.00%
310.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$11,191.45)	\$11,191.45	\$0.00	\$11,191.45	0.00%
310.000.0000.6000.000.000.0000	EXPENDITURES	\$16,412.78	\$0.00	\$11,191.45	\$5,221.33	\$0.00	\$5,221.33	31.81%
	FUND: AZ NURSES WORKFORCE GRANT - 310	\$16,412.78	\$0.00	\$0.00	\$16,412.78	\$0.00	\$16,412.78	100.00%
321.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$161,277.92)	\$161,277.92	\$0.00	\$161,277.92	0.00%
321.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$0.00	\$328,834.81	(\$328,834.81)	\$0.00	(\$328,834.81)	0.00%
	FUND: AZ PRIME grant - 321	\$0.00	\$0.00	\$167,556.89	(\$167,556.89)	\$0.00	(\$167,556.89)	0.00%
326.000.0000.6000.000.000.0000	EXPENDITURES	\$102,163.82	\$0.00	\$0.00	\$102,163.82	\$0.00	\$102,163.82	100.00%
	FUND: ESSER CARES - 326	\$102,163.82	\$0.00	\$0.00	\$102,163.82	\$0.00	\$102,163.82	100.00%
333.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$738,340.00)	\$738,340.00	\$0.00	\$738,340.00	0.00%
333.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$66,460.00	\$679,293.72	(\$679,293.72)	\$0.00	(\$679,293.72)	0.00%
	FUND: HQEL - 333	\$0.00	\$66,460.00	(\$59,046.28)	\$59,046.28	\$0.00	\$59,046.28	0.00%
335.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$78,722.57)	\$78,722.57	\$0.00	\$78,722.57	0.00%
	FUND: GOV- Summer Enrich - 335	\$0.00	\$0.00	(\$78,722.57)	\$78,722.57	\$0.00	\$78,722.57	0.00%
336.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$2,890,146.78)	\$2,890,146.78	\$0.00	\$2,890,146.78	0.00%
336.000.0000.6000.000.000.0000	EXPENDITURES	\$4,751,065.08	\$0.00	\$1,207,591.98	\$3,543,473.10	\$0.00	\$3,543,473.10	74.58%
	FUND: ESSER / CARES ROUND II - 336	\$4,751,065.08	\$0.00	(\$1,682,554.80)	\$6,433,619.88	\$0.00	\$6,433,619.88	135.41%
337.000.0000.6000.000.000.0000	EXPENDITURES	\$54,291.14	\$0.00	\$0.00	\$54,291.14	\$0.00	\$54,291.14	100.00%
	FUND: ACCELERATION ACADEMIES GRANT - 337	\$54,291.14	\$0.00	\$0.00	\$54,291.14	\$0.00	\$54,291.14	100.00%
346.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$8,631,363.71)	\$8,631,363.71	\$0.00	\$8,631,363.71	0.00%
346.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$343,942.04	\$3,073,587.44	(\$3,073,587.44)	\$0.00	(\$3,073,587.44)	0.00%
	FUND: ESSER ROUND III - 346	\$0.00	\$343,942.04	(\$5,557,776.27)	\$5,557,776.27	\$0.00	\$5,557,776.27	0.00%

Osborn School District

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☐ Include pre encumbrance

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From Date: 8/1/2024

To Date: 8/31/2024

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
364.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$47,763.75)	\$47,763.75	\$0.00	\$47,763.75	0.00%
364.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$0.00	\$47,878.35	(\$47,878.35)	\$0.00	(\$47,878.35)	0.00%
	FUND: FED ED INNOVATION RESEARCH GRANT - 364	\$0.00	\$0.00	\$114.60	(\$114.60)	\$0.00	(\$114.60)	0.00%
383.000.0000.6000.000.000.0000	EXPENDITURES	\$74,142.66	\$19,400.00	\$20,816.48	\$53,326.18	\$0.00	\$53,326.18	71.92%
	FUND: ARP - HOMELESS II ENTITLEMENT GRANT (FOR FUND 283) - 383	\$74,142.66	\$19,400.00	\$20,816.48	\$53,326.18	\$0.00	\$53,326.18	71.92%
384.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$23,619.91)	\$23,619.91	\$0.00	\$23,619.91	0.00%
384.000.0000.6000.000.000.0000	EXPENDITURES	\$41,072.80	\$0.00	\$277.88	\$40,794.92	\$0.00	\$40,794.92	99.32%
	FUND: ARP - HOMELESS I GRANT (FORMELY FUND 284) - 384	\$41,072.80	\$0.00	(\$23,342.03)	\$64,414.83	\$0.00	\$64,414.83	156.83%
387.000.0000.6000.000.000.0000	EXPENDITURES	\$17,244.00	\$0.00	\$0.00	\$17,244.00	\$0.00	\$17,244.00	100.00%
	FUND: Dyslexia Grant - 387	\$17,244.00	\$0.00	\$0.00	\$17,244.00	\$0.00	\$17,244.00	100.00%
450.000.0000.6000.000.000.0000	EXPENDITURES	\$2,064.28	\$0.00	\$0.00	\$2,064.28	\$0.00	\$2,064.28	100.00%
	FUND: GIFTED - 450	\$2,064.28	\$0.00	\$0.00	\$2,064.28	\$0.00	\$2,064.28	100.00%
457.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$10,795.81)	\$10,795.81	\$0.00	\$10,795.81	0.00%
457.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$0.00	\$145,966.19	(\$145,966.19)	\$0.00	(\$145,966.19)	0.00%
	FUND: RESULTS BASED FUNDING - 457	\$0.00	\$0.00	\$135,170.38	(\$135,170.38)	\$0.00	(\$135,170.38)	0.00%
465.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$40,715.59)	\$40,715.59	\$0.00	\$40,715.59	0.00%
465.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$285,101.70	\$1,288,019.39	(\$1,288,019.39)	\$97,652.75	(\$1,385,672.14)	0.00%
	FUND: AZ TRANSPORTATION MODERNIZATION GRANT - 465	\$0.00	\$285,101.70	\$1,247,303.80	(\$1,247,303.80)	\$97,652.75	(\$1,344,956.55)	0.00%
472.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$6,310.01)	\$6,310.01	\$0.00	\$6,310.01	0.00%
472.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$94,497.85)	\$94,497.85	\$0.00	\$94,497.85	0.00%
472.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	(\$24,509.80)	\$62,274.02	(\$62,274.02)	\$0.00	(\$62,274.02)	0.00%
	FUND: EARLY LITERACY GRANT - 472	\$0.00	(\$24,509.80)	(\$38,533.84)	\$38,533.84	\$0.00	\$38,533.84	0.00%
475.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$11,553.54)	\$11,553.54	\$0.00	\$11,553.54	0.00%
475.000.0000.6000.000.000.0000	EXPENDITURES	\$60,000.00	\$0.00	\$30,836.18	\$29,163.82	\$0.00	\$29,163.82	48.61%
	FUND: OIE RISE GRANT - 475	\$60,000.00	\$0.00	\$19,282.64	\$40,717.36	\$0.00	\$40,717.36	67.86%
478.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$6,940.00)	\$6,940.00	\$0.00	\$6,940.00	0.00%
478.000.0000.6000.000.000.0000	EXPENDITURES	\$7,180.00	\$0.00	\$6,940.00	\$240.00	\$0.00	\$240.00	3.34%
	FUND: FEMININE HYGIENE GRANT - 478	\$7,180.00	\$0.00	\$0.00	\$7,180.00	\$0.00	\$7,180.00	100.00%
480.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$127,264.82)	\$127,264.82	\$0.00	\$127,264.82	0.00%
480.000.0000.6000.000.000.0000	EXPENDITURES	\$407,053.00	\$0.00	\$382,442.71	\$24,610.29	\$0.00	\$24,610.29	6.05%
	FUND: SAFE SCHOOLS - 480	\$407,053.00	\$0.00	\$255,177.89	\$151,875.11	\$0.00	\$151,875.11	37.31%
483.000.0000.6000.000.000.0000	EXPENDITURES	\$95,200.00	(\$3,797.28)	\$15,317.30	\$79,882.70	\$0.00	\$79,882.70	83.91%
	FUND: STATE TUTORING - 483	\$95,200.00	(\$3,797.28)	\$15,317.30	\$79,882.70	\$0.00	\$79,882.70	83.91%
487.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$103,280.80)	\$103,280.80	\$0.00	\$103,280.80	0.00%
	FUND: ESEN- - 487	\$0.00	\$0.00	(\$103,280.80)	\$103,280.80	\$0.00	\$103,280.80	0.00%
492.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$0.00	\$47,262.45	(\$47,262.45)	\$0.00	(\$47,262.45)	0.00%
	FUND: ARTS ED GRANT - 492	\$0.00	\$0.00	\$47,262.45	(\$47,262.45)	\$0.00	(\$47,262.45)	0.00%

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Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
494.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$7,111.94)	\$7,111.94	\$0.00	\$7,111.94	0.00%
494.000.0000.6000.000.000.0000	EXPENDITURES	\$9,200.00	\$0.00	\$7,111.94	\$2,088.06	\$0.00	\$2,088.06	22.70%
	FUND: TREES FOR SCHOOL GRANT - 494	\$9,200.00	\$0.00	\$0.00	\$9,200.00	\$0.00	\$9,200.00	100.00%
500.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$58,997.09)	\$58,997.09	\$0.00	\$58,997.09	0.00%
500.000.0000.5000.000.000.0000	REVENUE FROM OTHER SOURCES	\$0.00	\$0.00	(\$533.34)	\$533.34	\$0.00	\$533.34	0.00%
500.000.0000.6000.000.000.0000	EXPENDITURES	\$495,000.00	\$0.00	\$0.00	\$495,000.00	\$0.00	\$495,000.00	100.00%
	FUND: SCH PL-SALE/LEAS OVR 1 YR - 500	\$495,000.00	\$0.00	(\$59,530.43)	\$554,530.43	\$0.00	\$554,530.43	112.03%
502.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$2,024.86)	\$2,024.86	\$0.00	\$2,024.86	0.00%
502.000.0000.6000.000.000.0000	EXPENDITURES	\$80,000.00	\$0.00	\$0.00	\$80,000.00	\$0.00	\$80,000.00	100.00%
	FUND: SCHOOL PLANT SALES - 502	\$80,000.00	\$0.00	(\$2,024.86)	\$82,024.86	\$0.00	\$82,024.86	102.53%
510.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$67,682.31)	\$67,682.31	\$0.00	\$67,682.31	0.00%
510.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$1,969,792.14)	\$1,969,792.14	\$0.00	\$1,969,792.14	0.00%
510.000.0000.6000.000.000.0000	EXPENDITURES	\$2,750,000.00	\$4,463.36	\$2,029,566.73	\$720,433.27	\$0.00	\$720,433.27	26.20%
	FUND: FOOD SERVICE - 510	\$2,750,000.00	\$4,463.36	(\$7,907.72)	\$2,757,907.72	\$0.00	\$2,757,907.72	100.29%
515.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$132,855.65)	\$132,855.65	\$0.00	\$132,855.65	0.00%
515.000.0000.6000.000.000.0000	EXPENDITURES	\$120,000.00	\$0.00	\$94,470.64	\$25,529.36	\$0.00	\$25,529.36	21.27%
	FUND: CIVIC CENTER - 515	\$120,000.00	\$0.00	(\$38,385.01)	\$158,385.01	\$0.00	\$158,385.01	131.99%
520.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$75,396.83)	\$75,396.83	\$0.00	\$75,396.83	0.00%
520.000.0000.6000.000.000.0000	EXPENDITURES	\$206,393.60	\$0.00	\$167,504.68	\$38,888.92	\$0.00	\$38,888.92	18.84%
	FUND: COMMUNITY SCHOOL - 520	\$206,393.60	\$0.00	\$92,107.85	\$114,285.75	\$0.00	\$114,285.75	55.37%
521.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$145,628.75)	\$145,628.75	\$0.00	\$145,628.75	0.00%
521.000.0000.6000.000.000.0000	EXPENDITURES	\$235,899.64	\$56.92	\$220,323.37	\$15,576.27	\$0.00	\$15,576.27	6.60%
	FUND: COMMUNITY SCHOOL - MONTESSORI - 521	\$235,899.64	\$56.92	\$74,694.62	\$161,205.02	\$0.00	\$161,205.02	68.34%
525.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$31,916.30)	\$31,916.30	\$0.00	\$31,916.30	0.00%
525.000.0000.6000.000.000.0000	EXPENDITURES	\$30,000.00	\$0.00	\$10,612.81	\$19,387.19	\$0.00	\$19,387.19	64.62%
	FUND: AUXILIARY OPERATIONS - 525	\$30,000.00	\$0.00	(\$21,303.49)	\$51,303.49	\$0.00	\$51,303.49	171.01%
526.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$72,098.28)	\$72,098.28	\$0.00	\$72,098.28	0.00%
526.000.0000.6000.000.000.0000	EXPENDITURES	\$300,000.00	(\$3,500.00)	\$19,385.75	\$280,614.25	\$0.00	\$280,614.25	93.54%
	FUND: EXTRA CURR TAX FEES CR - 526	\$300,000.00	(\$3,500.00)	(\$52,712.53)	\$352,712.53	\$0.00	\$352,712.53	117.57%
530.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$544,370.39)	\$544,370.39	\$0.00	\$544,370.39	0.00%
530.000.0000.6000.000.000.0000	EXPENDITURES	\$250,000.00	\$338.32	\$815,620.06	(\$565,620.06)	\$0.00	(\$565,620.06)	-226.25%
	FUND: GIFTS AND DONATIONS - 530	\$250,000.00	\$338.32	\$271,249.67	(\$21,249.67)	\$0.00	(\$21,249.67)	-8.50%
540.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$945.96)	\$945.96	\$0.00	\$945.96	0.00%
540.000.0000.6000.000.000.0000	EXPENDITURES	\$10,500.00	\$0.00	\$1,382.00	\$9,118.00	\$0.00	\$9,118.00	86.84%
	FUND: FINGERPRINT - 540	\$10,500.00	\$0.00	\$436.04	\$10,063.96	\$0.00	\$10,063.96	95.85%
550.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$807.73)	\$807.73	\$0.00	\$807.73	0.00%
550.000.0000.6000.000.000.0000	EXPENDITURES	\$30,500.00	\$0.00	\$0.00	\$30,500.00	\$0.00	\$30,500.00	100.00%
	FUND: INSURANCE PROCEEDS - 550	\$30,500.00	\$0.00	(\$807.73)	\$31,307.73	\$0.00	\$31,307.73	102.65%
555.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$546.96)	\$546.96	\$0.00	\$546.96	0.00%
555.000.0000.6000.000.000.0000	EXPENDITURES	\$16,500.00	\$0.00	\$0.00	\$16,500.00	\$0.00	\$16,500.00	100.00%

Osborn School District

Board Exp & Revenue Report

Fiscal Year: 2023-2024

☐ Subtotal by Collapse Mask

☐ Include pre encumbrance

☐ Print accounts with zero balance

☐ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

From Date: 8/1/2024

To Date: 8/31/2024

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
	FUND: TEXTBOOKS - 555	\$16,500.00	\$0.00	(\$546.96)	\$17,046.96	\$0.00	\$17,046.96	103.31%
565.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$0.69)	\$0.69	\$0.00	\$0.69	0.00%
	FUND: LITIGATION RECOVERY - 565	\$0.00	\$0.00	(\$0.69)	\$0.69	\$0.00	\$0.69	0.00%
570.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$22,544.70)	\$22,544.70	\$0.00	\$22,544.70	0.00%
570.000.0000.5000.000.000.0000	REVENUE FROM OTHER SOURCES	\$0.00	(\$47,460.00)	(\$70,038.00)	\$70,038.00	\$0.00	\$70,038.00	0.00%
570.000.0000.6000.000.000.0000	EXPENDITURES	\$560,000.00	\$20,869.97	\$662,730.10	(\$102,730.10)	\$0.00	(\$102,730.10)	-18.34%
	FUND: INDIRECT COSTS - 570	\$560,000.00	(\$26,590.03)	\$570,147.40	(\$10,147.40)	\$0.00	(\$10,147.40)	-1.81%
575.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$641.46)	\$641.46	\$0.00	\$641.46	0.00%
575.000.0000.6000.000.000.0000	EXPENDITURES	\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00	100.00%
	FUND: UNEMPLOYMENT INSURANCE - 575	\$30,000.00	\$0.00	(\$641.46)	\$30,641.46	\$0.00	\$30,641.46	102.14%
585.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$87.87)	\$87.87	\$0.00	\$87.87	0.00%
585.000.0000.6000.000.000.0000	EXPENDITURES	\$3,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100.00%
	FUND: INSURANCE REFUND - 585	\$3,000.00	\$0.00	(\$87.87)	\$3,087.87	\$0.00	\$3,087.87	102.93%
610.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$1,625,564.95)	\$1,625,564.95	\$0.00	\$1,625,564.95	0.00%
610.000.0000.2000.000.000.0000	Undesignated	\$0.00	\$0.00	\$128.00	(\$128.00)	\$0.00	(\$128.00)	0.00%
610.000.0000.6000.000.000.0000	EXPENDITURES	\$5,629,709.00	\$40,111.72	\$1,002,570.03	\$4,627,138.97	\$232,984.42	\$4,394,154.55	78.05%
	FUND: UNRESTRICT CAPITAL OUTLAY - 610	\$5,629,709.00	\$40,111.72	(\$622,866.92)	\$6,252,575.92	\$232,984.42	\$6,019,591.50	106.93%
630.000.0000.5000.000.000.0000	REVENUE FROM OTHER SOURCES	\$0.00	\$0.00	(\$30,040,942.82)	\$30,040,942.82	\$0.00	\$30,040,942.82	0.00%
630.000.0000.6000.000.000.0000	EXPENDITURES	\$1,500,000.00	\$170,995.40	\$642,733.67	\$857,266.33	\$469,190.37	\$388,075.96	25.87%
	FUND: BOND BUILDING - 630	\$1,500,000.00	\$170,995.40	(\$29,398,209.15)	\$30,898,209.15	\$469,190.37	\$30,429,018.78	2028.60%
665.000.0000.6000.000.000.0000	EXPENDITURES	\$70,000.00	\$0.00	\$0.00	\$70,000.00	\$0.00	\$70,000.00	100.00%
	FUND: ENERGY & WATER SAVINGS - 665	\$70,000.00	\$0.00	\$0.00	\$70,000.00	\$0.00	\$70,000.00	100.00%
700.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$5,235,966.59)	\$5,235,966.59	\$0.00	\$5,235,966.59	0.00%
700.000.0000.5000.000.000.0000	REVENUE FROM OTHER SOURCES	\$0.00	\$0.00	\$5,361,000.00	(\$5,361,000.00)	\$0.00	(\$5,361,000.00)	0.00%
700.000.0000.6000.000.000.0000	EXPENDITURES	\$6,952,950.00	\$0.00	\$0.00	\$6,952,950.00	\$0.00	\$6,952,950.00	100.00%
	FUND: DEBT SERVICE - 700	\$6,952,950.00	\$0.00	\$125,033.41	\$6,827,916.59	\$0.00	\$6,827,916.59	98.20%
850.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$13,326.75)	\$13,326.75	\$0.00	\$13,326.75	0.00%
850.000.0000.6000.000.000.0000	EXPENDITURES	\$30,500.00	\$0.00	\$9,004.15	\$21,495.85	\$0.00	\$21,495.85	70.48%
	FUND: STUDENT ACTIVITIES - 850	\$30,500.00	\$0.00	(\$4,322.60)	\$34,822.60	\$0.00	\$34,822.60	114.17%
855.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$260.00	(\$2,498,636.33)	\$2,498,636.33	\$0.00	\$2,498,636.33	0.00%
855.000.0000.6000.000.000.0000	EXPENDITURES	\$2,500,000.00	\$0.00	\$2,501,734.30	(\$1,734.30)	\$0.00	(\$1,734.30)	-0.07%
	FUND: EMPL INSUR PGM WITHHOLDNG - 855	\$2,500,000.00	\$260.00	\$3,097.97	\$2,496,902.03	\$0.00	\$2,496,902.03	99.88%
Grand Total:		\$62,315,462.78	\$562,012.72	(\$37,094,415.04)	\$99,409,877.82	\$806,885.04	\$98,602,992.78	158.23%

End of Report

Osborn School District

Board Exp & Revenue Report

Fiscal Year: 2024-2025

☐ Subtotal by Collapse Mask

☐ Include pre encumbrance

☐ Print accounts with zero balance

☐ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

From Date: 8/1/2024

To Date: 8/31/2024

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
001.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$23,676.02	(\$63,617.85)	\$63,617.85	\$0.00	\$63,617.85	0.00%
001.000.0000.2000.000.000.0000	Undesignated	\$0.00	\$9,574.71	\$9,629.15	(\$9,629.15)	\$0.00	(\$9,629.15)	0.00%
001.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	(\$679,119.70)	(\$1,358,239.40)	\$1,358,239.40	\$0.00	\$1,358,239.40	0.00%
001.000.0000.6000.000.000.0000	EXPENDITURES	\$22,667,985.48	\$1,497,212.45	\$1,853,255.86	\$20,814,729.62	\$13,820,956.96	\$6,993,772.66	30.85%
	FUND: MAINTENANCE AND OPERATION - 001	\$22,667,985.48	\$851,343.48	\$441,027.76	\$22,226,957.72	\$13,820,956.96	\$8,406,000.76	37.08%
010.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	(\$166,482.84)	(\$332,965.68)	\$332,965.68	\$0.00	\$332,965.68	0.00%
	FUND: CLASSROOM SITE FUND - 010	\$0.00	(\$166,482.84)	(\$332,965.68)	\$332,965.68	\$0.00	\$332,965.68	0.00%
011.000.0000.6000.000.000.0000	EXPENDITURES	\$2,408,799.00	\$117,746.41	\$117,746.41	\$2,291,052.59	\$1,299,766.03	\$991,286.56	41.15%
	FUND: P301 BASE PAY - 011	\$2,408,799.00	\$117,746.41	\$117,746.41	\$2,291,052.59	\$1,299,766.03	\$991,286.56	41.15%
012.000.0000.6000.000.000.0000	EXPENDITURES	\$2,263,684.00	\$156.43	\$156.43	\$2,263,527.57	\$1,903.75	\$2,261,623.82	99.91%
	FUND: P301 PERFORMANCE PAY - 012	\$2,263,684.00	\$156.43	\$156.43	\$2,263,527.57	\$1,903.75	\$2,261,623.82	99.91%
020.000.0000.6000.000.000.0000	EXPENDITURES	\$130,000.00	\$4,445.20	\$4,445.20	\$125,554.80	\$49,524.96	\$76,029.84	58.48%
	FUND: INSTRUCTIONAL IMPROVEMENT FUND - 020	\$130,000.00	\$4,445.20	\$4,445.20	\$125,554.80	\$49,524.96	\$76,029.84	58.48%
100.000.0000.6000.000.000.0000	EXPENDITURES	\$1,153,863.70	(\$380.96)	(\$380.96)	\$1,154,244.66	\$430.96	\$1,153,813.70	100.00%
	FUND: TITLE I - 100	\$1,153,863.70	(\$380.96)	(\$380.96)	\$1,154,244.66	\$430.96	\$1,153,813.70	100.00%
101.000.0000.6000.000.000.0000	EXPENDITURES	\$1,454,410.95	\$60,451.38	\$62,446.82	\$1,391,964.13	\$673,400.44	\$718,563.69	49.41%
	FUND: TITLE I - 101	\$1,454,410.95	\$60,451.38	\$62,446.82	\$1,391,964.13	\$673,400.44	\$718,563.69	49.41%
110.000.0000.6000.000.000.0000	EXPENDITURES	\$1,707.92	\$0.00	\$0.00	\$1,707.92	\$0.00	\$1,707.92	100.00%
	FUND: TITLE ID - NEGLECTED OR DELINQUENT - 110	\$1,707.92	\$0.00	\$0.00	\$1,707.92	\$0.00	\$1,707.92	100.00%
115.000.0000.6000.000.000.0000	EXPENDITURES	\$50,106.66	\$0.00	\$0.00	\$50,106.66	\$519.18	\$49,587.48	98.96%
	FUND: TITLE I TARGETED SUPPORT & IMPROVEMENT - 115	\$50,106.66	\$0.00	\$0.00	\$50,106.66	\$519.18	\$49,587.48	98.96%
116.000.0000.6000.000.000.0000	EXPENDITURES	\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00	100.00%
	FUND: TITLE I TARGETED SUPPORT & IMPROVEMENT - 116	\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00	100.00%
140.000.0000.6000.000.000.0000	EXPENDITURES	\$143,776.29	\$205.17	\$5,205.17	\$138,571.12	\$0.00	\$138,571.12	96.38%
	FUND: TITLE IIA - IMPROVING TEACHER QUALITY - 140	\$143,776.29	\$205.17	\$5,205.17	\$138,571.12	\$0.00	\$138,571.12	96.38%
141.000.0000.6000.000.000.0000	EXPENDITURES	\$346,486.37	\$76.71	\$129.39	\$346,356.98	\$12,903.42	\$333,453.56	96.24%
	FUND: TITLE IIA - IMPROVING TEACHER QUALITY - 141	\$346,486.37	\$76.71	\$129.39	\$346,356.98	\$12,903.42	\$333,453.56	96.24%
160.000.0000.6000.000.000.0000	EXPENDITURES	\$95,886.60	\$361.68	\$361.68	\$95,524.92	\$756.68	\$94,768.24	98.83%
	FUND: TITLE IV - SAFE & DRUG FREE BASIC - 160	\$95,886.60	\$361.68	\$361.68	\$95,524.92	\$756.68	\$94,768.24	98.83%
161.000.0000.6000.000.000.0000	EXPENDITURES	\$184,629.38	\$9,623.65	\$9,658.69	\$174,970.69	\$7,864.52	\$167,106.17	90.51%
	FUND: TITLE IV - SAFE & DRUG FREE BASIC - 161	\$184,629.38	\$9,623.65	\$9,658.69	\$174,970.69	\$7,864.52	\$167,106.17	90.51%
162.000.0000.6000.000.000.0000	EXPENDITURES	\$300,000.00	\$2,019.36	\$3,817.96	\$296,182.04	\$30,338.84	\$265,843.20	88.61%
	FUND: 21ST CENTURY (ENC, SOL) - 162	\$300,000.00	\$2,019.36	\$3,817.96	\$296,182.04	\$30,338.84	\$265,843.20	88.61%
163.000.0000.6000.000.000.0000	EXPENDITURES	\$420,000.00	\$3,385.91	\$6,083.81	\$413,916.19	\$48,595.69	\$365,320.50	86.98%
	FUND: 21ST CENTURY (CL, LV, OMS) - 163	\$420,000.00	\$3,385.91	\$6,083.81	\$413,916.19	\$48,595.69	\$365,320.50	86.98%
190.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$350.00)	(\$350.00)	\$350.00	\$0.00	\$350.00	0.00%

Osborn School District

Board Exp & Revenue Report

Fiscal Year: 2024-2025

☐ Subtotal by Collapse Mask

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From Date: 8/1/2024

To Date: 8/31/2024

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
190.000.0000.6000.000.000.0000	EXPENDITURES	\$70,747.77	\$0.00	\$0.00	\$70,747.77	\$0.00	\$70,747.77	100.00%
	FUND: TITLE III - 190	\$70,747.77	(\$350.00)	(\$350.00)	\$71,097.77	\$0.00	\$71,097.77	100.49%
191.000.0000.6000.000.000.0000	EXPENDITURES	\$111,426.45	\$980.47	\$1,736.78	\$109,689.67	\$428.60	\$109,261.07	98.06%
	FUND: TITLE III - 191	\$111,426.45	\$980.47	\$1,736.78	\$109,689.67	\$428.60	\$109,261.07	98.06%
200.000.0000.6000.000.000.0000	EXPENDITURES	\$35,595.00	\$2,896.46	\$2,896.46	\$32,698.54	\$35,129.07	(\$2,430.53)	-6.83%
	FUND: TITLE VII - INDIAN ED - 200	\$35,595.00	\$2,896.46	\$2,896.46	\$32,698.54	\$35,129.07	(\$2,430.53)	-6.83%
220.000.0000.6000.000.000.0000	EXPENDITURES	\$1,130,009.75	\$582.54	\$582.54	\$1,129,427.21	\$0.00	\$1,129,427.21	99.95%
	FUND: IDEA - BASIC - 220	\$1,130,009.75	\$582.54	\$582.54	\$1,129,427.21	\$0.00	\$1,129,427.21	99.95%
221.000.0000.6000.000.000.0000	EXPENDITURES	\$1,075,132.01	\$37,261.78	\$37,261.78	\$1,037,870.23	\$505,048.57	\$532,821.66	49.56%
	FUND: IDEA BASIC - 221	\$1,075,132.01	\$37,261.78	\$37,261.78	\$1,037,870.23	\$505,048.57	\$532,821.66	49.56%
222.000.0000.6000.000.000.0000	EXPENDITURES	\$29,517.50	\$0.00	\$0.00	\$29,517.50	\$0.00	\$29,517.50	100.00%
	FUND: IDEA - PRESCHOOL GRANT - 222	\$29,517.50	\$0.00	\$0.00	\$29,517.50	\$0.00	\$29,517.50	100.00%
223.000.0000.6000.000.000.0000	EXPENDITURES	\$29,886.42	\$1,480.66	\$1,480.66	\$28,405.76	\$19,309.96	\$9,095.80	30.43%
	FUND: IDEA EDISA - 2 Training - 223	\$29,886.42	\$1,480.66	\$1,480.66	\$28,405.76	\$19,309.96	\$9,095.80	30.43%
227.000.0000.6000.000.000.0000	EXPENDITURES	\$11,872.68	\$0.00	\$0.00	\$11,872.68	\$0.00	\$11,872.68	100.00%
	FUND: ARP- IDEA PRESCHOOL - 227	\$11,872.68	\$0.00	\$0.00	\$11,872.68	\$0.00	\$11,872.68	100.00%
228.000.0000.6000.000.000.0000	EXPENDITURES	\$110,067.72	\$0.00	\$0.00	\$110,067.72	\$0.00	\$110,067.72	100.00%
	FUND: ARP- IDEA BASIC - 228	\$110,067.72	\$0.00	\$0.00	\$110,067.72	\$0.00	\$110,067.72	100.00%
230.000.0000.6000.000.000.0000	EXPENDITURES	\$30,469.26	\$0.00	\$0.00	\$30,469.26	\$0.00	\$30,469.26	100.00%
	FUND: JOHNSON-O'MALLEY - 230	\$30,469.26	\$0.00	\$0.00	\$30,469.26	\$0.00	\$30,469.26	100.00%
231.000.0000.6000.000.000.0000	EXPENDITURES	\$28,238.78	\$2,896.51	\$2,896.51	\$25,342.27	\$35,129.09	(\$9,786.82)	-34.66%
	FUND: JOHNSON-O'MALLEY - 231	\$28,238.78	\$2,896.51	\$2,896.51	\$25,342.27	\$35,129.09	(\$9,786.82)	-34.66%
280.000.0000.6000.000.000.0000	EXPENDITURES	\$29,828.93	\$0.00	\$0.00	\$29,828.93	\$0.00	\$29,828.93	100.00%
	FUND: EDUCATION FOR HOMELESS CHILDREN - 280	\$29,828.93	\$0.00	\$0.00	\$29,828.93	\$0.00	\$29,828.93	100.00%
281.000.0000.6000.000.000.0000	EXPENDITURES	\$31,676.78	\$0.00	\$0.00	\$31,676.78	\$0.00	\$31,676.78	100.00%
	FUND: EDUCATION FOR HOMELESS CHILDREN - 281	\$31,676.78	\$0.00	\$0.00	\$31,676.78	\$0.00	\$31,676.78	100.00%
283.000.0000.6000.000.000.0000	EXPENDITURES	\$60,261.77	\$0.00	\$0.00	\$60,261.77	\$0.00	\$60,261.77	100.00%
	FUND: ARRA - EDUCATION FOR HOMELESS CHILDREN - 283	\$60,261.77	\$0.00	\$0.00	\$60,261.77	\$0.00	\$60,261.77	100.00%
284.000.0000.6000.000.000.0000	EXPENDITURES	\$41,072.80	\$0.00	\$0.00	\$41,072.80	\$0.00	\$41,072.80	100.00%
	FUND: ARP - HOMELESS I - 284	\$41,072.80	\$0.00	\$0.00	\$41,072.80	\$0.00	\$41,072.80	100.00%
290.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	(\$58,054.02)	(\$72,421.77)	\$72,421.77	\$0.00	\$72,421.77	0.00%
290.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$24,621.49	\$24,939.14	(\$24,939.14)	\$168,683.52	(\$193,622.66)	0.00%
	FUND: MEDICAID REIMB - 290	\$0.00	(\$33,432.53)	(\$47,482.63)	\$47,482.63	\$168,683.52	(\$121,200.89)	0.00%
308.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$0.00	\$0.00	\$0.00	\$2,984,233.56	(\$2,984,233.56)	0.00%
	FUND: EPA CLEAN BUSES GRANT - 308	\$0.00	\$0.00	\$0.00	\$0.00	\$2,984,233.56	(\$2,984,233.56)	0.00%

Osborn School District

Board Exp & Revenue Report

Fiscal Year: 2024-2025

☐ Subtotal by Collapse Mask

☐ Include pre encumbrance

☐ Print accounts with zero balance

☐ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

From Date: 8/1/2024

To Date: 8/31/2024

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
321.000.0000.4000.000.0000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$168,741.84)	\$168,741.84	\$0.00	\$168,741.84	0.00%
321.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$20,005.59	\$21,575.46	(\$21,575.46)	\$247,400.58	(\$268,976.04)	0.00%
	FUND: AZ PRIME grant - 321	\$0.00	\$20,005.59	(\$147,166.38)	\$147,166.38	\$247,400.58	(\$100,234.20)	0.00%
326.000.0000.6000.000.000.0000	EXPENDITURES	\$102,163.82	\$0.00	\$0.00	\$102,163.82	\$0.00	\$102,163.82	100.00%
	FUND: ESSER CARES - 326	\$102,163.82	\$0.00	\$0.00	\$102,163.82	\$0.00	\$102,163.82	100.00%
333.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	(\$147,668.00)	(\$147,668.00)	\$147,668.00	\$0.00	\$147,668.00	0.00%
333.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$145,703.95	\$145,956.34	(\$145,956.34)	\$0.00	(\$145,956.34)	0.00%
	FUND: HQEL - 333	\$0.00	(\$1,964.05)	(\$1,711.66)	\$1,711.66	\$0.00	\$1,711.66	0.00%
336.000.0000.6000.000.000.0000	EXPENDITURES	\$4,751,065.08	\$0.00	\$0.00	\$4,751,065.08	\$0.00	\$4,751,065.08	100.00%
	FUND: ESSER / CARES ROUND II - 336	\$4,751,065.08	\$0.00	\$0.00	\$4,751,065.08	\$0.00	\$4,751,065.08	100.00%
337.000.0000.6000.000.000.0000	EXPENDITURES	\$54,291.14	\$0.00	\$0.00	\$54,291.14	\$0.00	\$54,291.14	100.00%
	FUND: ACCELERATION ACADEMIES GRANT - 337	\$54,291.14	\$0.00	\$0.00	\$54,291.14	\$0.00	\$54,291.14	100.00%
346.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$307,472.49	\$307,472.49	(\$307,472.49)	\$0.00	(\$307,472.49)	0.00%
	FUND: ESSER ROUND III - 346	\$0.00	\$307,472.49	\$307,472.49	(\$307,472.49)	\$0.00	(\$307,472.49)	0.00%
364.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$50,309.32	\$50,309.32	(\$50,309.32)	\$173,701.98	(\$224,011.30)	0.00%
	FUND: FED ED INNOVATION RESEARCH GRANT - 364	\$0.00	\$50,309.32	\$50,309.32	(\$50,309.32)	\$173,701.98	(\$224,011.30)	0.00%
383.000.0000.6000.000.000.0000	EXPENDITURES	\$74,142.66	\$0.00	\$0.00	\$74,142.66	\$3,823.73	\$70,318.93	94.84%
	FUND: ARP - HOMELESS II ENTITLEMENT GRANT (FOR FUND 283) - 383	\$74,142.66	\$0.00	\$0.00	\$74,142.66	\$3,823.73	\$70,318.93	94.84%
384.000.0000.6000.000.000.0000	EXPENDITURES	\$41,072.80	\$0.00	\$0.00	\$41,072.80	\$0.00	\$41,072.80	100.00%
	FUND: ARP - HOMELESS I GRANT (FORMELY FUND 284) - 384	\$41,072.80	\$0.00	\$0.00	\$41,072.80	\$0.00	\$41,072.80	100.00%
387.000.0000.6000.000.000.0000	EXPENDITURES	\$17,244.00	\$0.00	\$0.00	\$17,244.00	\$0.00	\$17,244.00	100.00%
	FUND: Dyslexia Grant - 387	\$17,244.00	\$0.00	\$0.00	\$17,244.00	\$0.00	\$17,244.00	100.00%
450.000.0000.6000.000.000.0000	EXPENDITURES	\$2,064.28	\$0.00	\$0.00	\$2,064.28	\$0.00	\$2,064.28	100.00%
	FUND: GIFTED - 450	\$2,064.28	\$0.00	\$0.00	\$2,064.28	\$0.00	\$2,064.28	100.00%
457.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$15,712.90	\$15,712.90	(\$15,712.90)	\$175,788.52	(\$191,501.42)	0.00%
	FUND: RESULTS BASED FUNDING - 457	\$0.00	\$15,712.90	\$15,712.90	(\$15,712.90)	\$175,788.52	(\$191,501.42)	0.00%
472.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$10,101.03	\$10,101.03	(\$10,101.03)	\$143,481.49	(\$153,582.52)	0.00%
	FUND: EARLY LITERACY GRANT - 472	\$0.00	\$10,101.03	\$10,101.03	(\$10,101.03)	\$143,481.49	(\$153,582.52)	0.00%
473.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$11,240.94	\$11,240.94	(\$11,240.94)	\$133,194.19	(\$144,435.13)	0.00%
	FUND: FOUNDATIONAL LITERACY GRANT - 473	\$0.00	\$11,240.94	\$11,240.94	(\$11,240.94)	\$133,194.19	(\$144,435.13)	0.00%
475.000.0000.6000.000.000.0000	EXPENDITURES	\$60,313.51	\$2,455.10	\$2,455.10	\$57,858.41	\$31,139.79	\$26,718.62	44.30%
	FUND: OIE RISE GRANT - 475	\$60,313.51	\$2,455.10	\$2,455.10	\$57,858.41	\$31,139.79	\$26,718.62	44.30%
478.000.0000.6000.000.000.0000	EXPENDITURES	\$7,180.00	\$0.00	\$0.00	\$7,180.00	\$0.00	\$7,180.00	100.00%
	FUND: FEMININE HYGIENE GRANT - 478	\$7,180.00	\$0.00	\$0.00	\$7,180.00	\$0.00	\$7,180.00	100.00%
480.000.0000.6000.000.000.0000	EXPENDITURES	\$476,565.00	\$25,961.07	\$25,961.07	\$450,603.93	\$299,212.31	\$151,391.62	31.77%
	FUND: SAFE SCHOOLS - 480	\$476,565.00	\$25,961.07	\$25,961.07	\$450,603.93	\$299,212.31	\$151,391.62	31.77%

Osborn School District

Board Exp & Revenue Report

Fiscal Year: 2024-2025

☐ Subtotal by Collapse Mask

☐ Include pre encumbrance

☐ Print accounts with zero balance

☐ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

From Date: 8/1/2024

To Date: 8/31/2024

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
492.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	(\$47,217.45)	(\$47,217.45)	\$47,217.45	\$0.00	\$47,217.45	0.00%
	FUND: ARTS ED GRANT - 492	\$0.00	(\$47,217.45)	(\$47,217.45)	\$47,217.45	\$0.00	\$47,217.45	0.00%
500.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$13,084.20)	(\$14,423.20)	\$14,423.20	\$0.00	\$14,423.20	0.00%
500.000.0000.6000.000.000.0000	EXPENDITURES	\$495,000.00	\$0.00	\$0.00	\$495,000.00	\$0.00	\$495,000.00	100.00%
	FUND: SCH PL-SALE/LEAS OVR 1 YR - 500	\$495,000.00	(\$13,084.20)	(\$14,423.20)	\$509,423.20	\$0.00	\$509,423.20	102.91%
502.000.0000.6000.000.000.0000	EXPENDITURES	\$80,000.00	\$0.00	\$0.00	\$80,000.00	\$0.00	\$80,000.00	100.00%
	FUND: SCHOOL PLANT SALES - 502	\$80,000.00	\$0.00	\$0.00	\$80,000.00	\$0.00	\$80,000.00	100.00%
510.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$912.00)	\$912.00	\$0.00	\$912.00	0.00%
510.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	(\$18,227.19)	(\$34,050.63)	\$34,050.63	\$0.00	\$34,050.63	0.00%
510.000.0000.6000.000.000.0000	EXPENDITURES	\$2,750,000.00	\$142,388.35	\$184,866.22	\$2,565,133.78	\$1,616,642.93	\$948,490.85	34.49%
	FUND: FOOD SERVICE - 510	\$2,750,000.00	\$124,161.16	\$149,903.59	\$2,600,096.41	\$1,616,642.93	\$983,453.48	35.76%
515.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$17,185.50)	(\$17,185.50)	\$17,185.50	\$0.00	\$17,185.50	0.00%
515.000.0000.6000.000.000.0000	EXPENDITURES	\$120,000.00	\$5,242.57	\$5,242.57	\$114,757.43	\$54,333.16	\$60,424.27	50.35%
	FUND: CIVIC CENTER - 515	\$120,000.00	(\$11,942.93)	(\$11,942.93)	\$131,942.93	\$54,333.16	\$77,609.77	64.67%
520.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$16,079.05)	(\$16,079.05)	\$16,079.05	\$0.00	\$16,079.05	0.00%
520.000.0000.6000.000.000.0000	EXPENDITURES	\$206,393.60	\$48,551.18	\$51,281.30	\$155,112.30	\$377,885.10	(\$222,772.80)	-107.94%
	FUND: COMMUNITY SCHOOL - 520	\$206,393.60	\$32,472.13	\$35,202.25	\$171,191.35	\$377,885.10	(\$206,693.75)	-100.15%
521.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$26,036.17)	(\$26,036.17)	\$26,036.17	\$0.00	\$26,036.17	0.00%
521.000.0000.6000.000.000.0000	EXPENDITURES	\$235,899.64	\$26,588.76	\$27,498.71	\$208,400.93	\$282,950.16	(\$74,549.23)	-31.60%
	FUND: COMMUNITY SCHOOL - MONTESSORI - 521	\$235,899.64	\$552.59	\$1,462.54	\$234,437.10	\$282,950.16	(\$48,513.06)	-20.57%
525.000.0000.6000.000.000.0000	EXPENDITURES	\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00	100.00%
	FUND: AUXILIARY OPERATIONS - 525	\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00	100.00%
526.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$1,901.00)	(\$1,901.00)	\$1,901.00	\$0.00	\$1,901.00	0.00%
526.000.0000.6000.000.000.0000	EXPENDITURES	\$300,000.00	\$0.00	\$0.00	\$300,000.00	\$0.00	\$300,000.00	100.00%
	FUND: EXTRA CURR TAX FEES CR - 526	\$300,000.00	(\$1,901.00)	(\$1,901.00)	\$301,901.00	\$0.00	\$301,901.00	100.63%
530.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$228,752.52)	(\$229,252.52)	\$229,252.52	\$0.00	\$229,252.52	0.00%
530.000.0000.6000.000.000.0000	EXPENDITURES	\$250,000.00	\$8,444.30	\$12,321.65	\$237,678.35	\$50,618.80	\$187,059.55	74.82%
	FUND: GIFTS AND DONATIONS - 530	\$250,000.00	(\$220,308.22)	(\$216,930.87)	\$466,930.87	\$50,618.80	\$416,312.07	166.52%
540.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$120.00)	(\$120.00)	\$120.00	\$0.00	\$120.00	0.00%
540.000.0000.6000.000.000.0000	EXPENDITURES	\$10,500.00	\$214.00	\$234.00	\$10,266.00	\$2,216.00	\$8,050.00	76.67%
	FUND: FINGERPRINT - 540	\$10,500.00	\$94.00	\$114.00	\$10,386.00	\$2,216.00	\$8,170.00	77.81%
550.000.0000.6000.000.000.0000	EXPENDITURES	\$30,500.00	\$0.00	\$0.00	\$30,500.00	\$0.00	\$30,500.00	100.00%
	FUND: INSURANCE PROCEEDS - 550	\$30,500.00	\$0.00	\$0.00	\$30,500.00	\$0.00	\$30,500.00	100.00%
555.000.0000.6000.000.000.0000	EXPENDITURES	\$16,500.00	\$0.00	\$0.00	\$16,500.00	\$0.00	\$16,500.00	100.00%
	FUND: TEXTBOOKS - 555	\$16,500.00	\$0.00	\$0.00	\$16,500.00	\$0.00	\$16,500.00	100.00%
570.000.0000.5000.000.000.0000	REVENUE FROM OTHER SOURCES	\$0.00	(\$5,631.00)	(\$5,631.00)	\$5,631.00	\$0.00	\$5,631.00	0.00%
570.000.0000.6000.000.000.0000	EXPENDITURES	\$560,000.00	\$23,933.17	\$41,376.20	\$518,623.80	\$357,011.68	\$161,612.12	28.86%
	FUND: INDIRECT COSTS - 570	\$560,000.00	\$18,302.17	\$35,745.20	\$524,254.80	\$357,011.68	\$167,243.12	29.86%

Osborn School District

Board Exp & Revenue Report

Fiscal Year: 2024-2025

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

From Date: 8/1/2024

To Date: 8/31/2024

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
575.000.0000.6000.000.000.0000	EXPENDITURES	\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00	100.00%
	FUND: UNEMPLOYMENT INSURANCE - 575	\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00	100.00%
585.000.0000.6000.000.000.0000	EXPENDITURES	\$3,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100.00%
	FUND: INSURANCE REFUND - 585	\$3,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100.00%
610.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$2,779.88)	(\$13,833.66)	\$13,833.66	\$0.00	\$13,833.66	0.00%
610.000.0000.2000.000.000.0000	Undesignated	\$0.00	\$1,780.55	\$1,790.67	(\$1,790.67)	\$0.00	(\$1,790.67)	0.00%
610.000.0000.6000.000.000.0000	EXPENDITURES	\$5,629,709.00	\$102,326.62	\$383,800.00	\$5,245,909.00	\$88,855.41	\$5,157,053.59	91.60%
	FUND: UNRESTRICT CAPITAL OUTLAY - 610	\$5,629,709.00	\$101,327.29	\$371,757.01	\$5,257,951.99	\$88,855.41	\$5,169,096.58	91.82%
630.000.0000.6000.000.000.0000	EXPENDITURES	\$1,500,000.00	\$103,336.49	\$103,336.49	\$1,396,663.51	\$400,460.42	\$996,203.09	66.41%
	FUND: BOND BUILDING - 630	\$1,500,000.00	\$103,336.49	\$103,336.49	\$1,396,663.51	\$400,460.42	\$996,203.09	66.41%
665.000.0000.6000.000.000.0000	EXPENDITURES	\$70,000.00	\$0.00	\$0.00	\$70,000.00	\$0.00	\$70,000.00	100.00%
	FUND: ENERGY & WATER SAVINGS - 665	\$70,000.00	\$0.00	\$0.00	\$70,000.00	\$0.00	\$70,000.00	100.00%
700.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$14,251.56)	(\$65,702.41)	\$65,702.41	\$0.00	\$65,702.41	0.00%
700.000.0000.6000.000.000.0000	EXPENDITURES	\$6,952,950.00	\$0.00	\$0.00	\$6,952,950.00	\$0.00	\$6,952,950.00	100.00%
	FUND: DEBT SERVICE - 700	\$6,952,950.00	(\$14,251.56)	(\$65,702.41)	\$7,018,652.41	\$0.00	\$7,018,652.41	100.94%
850.000.0000.6000.000.000.0000	EXPENDITURES	\$30,500.00	\$0.00	\$0.00	\$30,500.00	\$0.00	\$30,500.00	100.00%
	FUND: STUDENT ACTIVITIES - 850	\$30,500.00	\$0.00	\$0.00	\$30,500.00	\$0.00	\$30,500.00	100.00%
855.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$196,437.44)	(\$242,795.20)	\$242,795.20	\$2,600.00	\$240,195.20	0.00%
855.000.0000.6000.000.000.0000	EXPENDITURES	\$2,500,000.00	\$183,883.90	\$227,210.36	\$2,272,789.64	\$2,487,727.06	(\$214,937.42)	-8.60%
	FUND: EMPL INSUR PGM WITHHOLDNG - 855	\$2,500,000.00	(\$12,553.54)	(\$15,584.84)	\$2,515,584.84	\$2,490,327.06	\$25,257.78	1.01%
Grand Total:		\$61,864,194.50	\$1,395,548.79	\$914,947.97	\$60,949,246.53	\$26,623,967.11	\$34,325,279.42	55.48%

End of Report

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – IV-G

Agenda Item

Student Activities Statement of Revenue and Expenditures

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

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

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

Legal

A.R.S. §15-1123.A

Financial

Governing Board Goals

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

Recommendation

It is recommended that the Governing Board ratify the 2024/25 Statement of Revenues and Expenditures for the Student Activities Fund from August 1 through August 31, 2024.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT No. 8
Statement of Revenues and Expenditures
For Student Activities Fund
Activity from August 1, 2024 to August 31, 2024

<u>School</u>	<u>Beginning Balance</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Ending Balance</u>
Clarendon	4,024.90			4,024.90
OMS	11,879.24			11,879.24
Solano	10,499.15			10,499.15
Longview	12,987.14			12,987.14
	<u>\$ 39,390.43</u>	<u>\$ -</u>	<u>\$ -</u>	<u>39,390.43</u>

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – IV-H

Agenda Item

Disposal of Equipment

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

See attached list

Legal

Financial

Governing Board Goals

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

Recommendation

Recommend approval of disposal of equipment as listed.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT #8

REQUEST FOR AUTHORIZATION TO DISPOSE OF EQUIPMENT

SCHOOL Osborn School District DATE 9/9/2024

DEPARTMENT Technology

EQUIPMENT:

ASSET # _____

DESCRIPTION outdated devices

SERIAL # _____

REASON FOR DISPOSITION _____

SIGNATURE  DATE 9/9/2024
PRINCIPAL/DEPT. HEAD

MAINTENANCE

PICKED UP BY _____ DATE _____

BUSINESS OFFICE

DATE ACQUIRED _____

RECORDED VALUE _____

PRESENT ESTIMATED VALUE _____

DATE OF BOARD APPROVAL _____

SIGNATURE TO AUTHORIZE DISPOSAL _____
BUSINESS MANAGER

Decomissioned HPs				
G2-51DN	CLA019-T	HP G2	5CG82351DN	93013458
G2-4Z8G	LVN242-T	HP G2	5CG8234Z8G	93013558
G2-5162	CLAMAS-2	HP G2	5CG8235162	93013474
G2-4Z77	CLA002-T	HP G2	5CG8234Z77	93013379
G2-4ZCD	ENC003-T	HP G2	5CG8234ZCD	93013407
G2-4YYX	ENC014-T	HP G2	5CG8234YYX	93013386
G2-5053	ENC021-T	HP G2	5CG8235053	93013393
G2-518K	LVNMA5-1	HP G2	5CG823518K	93013478
G2-50SN	SOL046-L	HP G2	5CG82350SN	NA
G2-50JX	OMS813-L	HP G2	5CG82350JX	93013486
G2-503R	OSD220-L	HP G2	5CG823503R	93013539
G2-4YV5	SOLGYM-L	HP G2	5CG8234YV5	NA
G2-4YZW	SOL032-T	HP G2	5CG8234YZW	93013425
G2-51CB	ODOTECH1-L	HP G2	5CG82351CB	93013534
Duplicate SN	Duplicate SN	HP G2	5CG8234Z6N	93013368
G2-4ZK7	SOL006-T	HP G2	5CG8234ZK7	NA
G2-4ZVZ	MON101-T	HP G2	5CG8234ZVZ	93013609
G2-50F6	OMS804-T	HP G2	5CG82350F6	93013447
G2-50N3	OMSART	HP G2	5CG82350N3	NA
G2-50NL	OMSSOW-L	HP G2	5CG82350NL	94000192
G2-517N	MONLAP-2	HP G2	5CG823517N	93013606
G6-9TCK	OMSLIB-1	HP G6	5CG0179TCK	94000250
G2-519B	LVN213-T	HP G2	5CG823519B	93013365
G2-4Z8G	LVN242-T	HP G2	5CG8234Z8G	93013558
G2-4Z5P	CLA017-T	HP G2	5CG8234Z5P	93013376
G6-95HK	SOL95HK	HP G6	5CG03995HK	94001056
G2-50RD	ENC018-T	HP G2	5CG82350RD	93013390
G2-51GY	ENC SUB-4	HP G2	5CG82351GY	93013603
G2-505N	OMS801-T	HP G2	5CG823505N	93013444
G2-4ZTZ	OMSSUB-1	HP G2	5CG8234ZTZ	93013512
G2-4Z7T	OSD111-DIR	HP G2	5CG8234Z7T	93013574
G2-507N	OSDELL-1	HP G2	5CG823507N	93013495
G2-506T	OSDENG-LT01	HP G2	5CG823506T	93013530
G2-4ZQM	OSDFINDIR	HP G2	5CG8234ZQM	93013533
G2-4ZXW	SOL069-T	HP G2	5CG8234ZXW	93013433
G2-4ZHX	LVN GYM-L	HP G2	5CG8234ZHX	93013477
G6-95GQ	OSD95GQ	HP G6	5CG03995GQ	NA
G6-B15N	OSDOT-L2	HP G6	5CG020B15N	94000261

John

B. K. Hall

9/9/2024

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – IV-I-1

Agenda Item

Approval of Renewal of IGA with Arizona School for the Deaf and Blind

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

Each year the agreement between the Arizona State Schools for the Deaf and Blind (ASDB) and the Osborn Elementary School District is reviewed to determine continuation of the agreement. The agreement originated in 2020 and included an addendum in 2022 agreed upon by both parties. Osborn continues to have students attending the ASDB school setting including this school year 2024-25.

Legal

Financial

Governing Board Goals

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



Recommendation

It is recommended that the Governing Board approve continuation of the agreement with ASDB.

Moved _____ Seconded _____ P/F


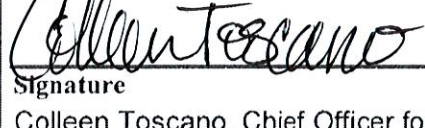
<p align="center">AGREEMENT Between The Arizona State Schools for the Deaf and the Blind and Participating Public Schools or Other Approved Educational Program Osborn School District</p>	<p>RE: Regional Cooperative Agreement Desert Valleys</p> <p>Page 12 of 13 Date Initiated: 08/24/2020</p>
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VIII. **NOTICES, REPORTS, CORRESPONDENCE** shall be sent to the following addresses:

ASDB Regional Administrator	Participating School Administrator
<p> 11/6/20</p> <p>Signature _____ Date _____</p>	<p> 10/27/20</p> <p>Signature _____ Date _____</p>
<p>Jay Johnson, Director of Itinerant Services</p>	<p>Ginni Shuss, Director of Student Services</p>
<p>Typed Name and Title</p>	<p>Typed Name and Title</p>
<p>2051 W Northern Ave. Suite 200</p>	<p>1226 W Osborn Rd.</p>
<p>Mailing Address</p>	<p>Mailing Address</p>
<p>Phoenix, Az 85021</p>	<p>Phoenix, Az 85013</p>
<p>City/State/Zip</p>	<p>City/State/Zip</p>

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
<p> 11/6/20</p> <p>Signature _____ Date _____</p>	<p> 9/15/20</p> <p>Signature _____ Date _____</p>
<p>Dr. Kristen Rex, Assistant Superintendent</p>	<p>Colleen Toscano, Chief Officer for Bussiness Services</p>
<p>Typed Name and Title <i>Kristen D. Rex</i></p>	<p>Typed Name and Title</p>
<p>1200 West Speedway Blvd</p>	<p>1226 W Osborn Rd.</p>
<p>Mailing Address</p>	<p>Mailing Address</p>
<p>Tucson Arizona 85745</p>	<p>Phoenix, Az 85013</p>
<p>City/State/Zip</p>	<p>City/State/Zip</p>

AGREEMENT

Between

The Arizona State Schools for the Deaf and the Blind and
Participating Public Schools or Other Approved
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Osborn School District

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Date Initiated:

08/24/2020

Attorney approval required.

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

By:


Legal Counsel for Participating School

Date


9/28/20



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

November 14, 2020

Debra Sterling, Assistant Attorney General

Printed Name

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

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

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

II. BACKGROUND AND PURPOSE

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

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

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

III. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<p style="text-align: center;"> AGREEMENT Between The Arizona State Schools for the Deaf and the Blind and Participating Public Schools or Other Approved Educational Program Osborn School District </p>	<table border="1"> <tr> <td colspan="2" data-bbox="865 134 1055 273"> RE: Regional Cooperative Agreement Desert Valleys </td></tr> <tr> <td data-bbox="865 273 1055 365"> Page 3 of 13 </td><td data-bbox="1055 273 1372 365"> Date Initiated: 08/24/2020 </td></tr> </table>	RE: Regional Cooperative Agreement Desert Valleys		Page 3 of 13	Date Initiated: 08/24/2020
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"Regional Co-operative" or "Cooperative" means a "regional program in appropriate locations in this State," A.R.S. § 15-1302(A), that offers optional services to enable Participating Schools to identify and to serve students enrolled in those schools with a hearing impairment, deafness, and/or a visual impairment more efficiently and cost-effectively than they could do separately.

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

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

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

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

IV. RESPONSIBILITIES

A. The Participating School is responsible for providing a FAPE to every student enrolled in its school(s).

1. As the student's PEA or Other Approved Educational Program, the Participating School must establish an IEP for its Qualified Student that meets the standards set forth in applicable federal and State laws, including but not limited to: adherence to procedural safeguards, child find, evaluation, consideration of the appropriate continuum of services and supports for students, establishment of measurable IEP goals, and identification of instructional or support services by appropriate personnel pursuant to A.A.C. R7-2-401(G).

a. The Participating School is responsible for identifying the need for services related to hearing or visual impairment.

b. If a student's suspected or confirmed hearing or visual disability begins to interfere with educational progress, the Participating School should contact ASDB as soon as possible.

i. When the Participating School requests services from ASDB, ASDB (through the Regional Cooperative) will make its staff available or require its staff to participate in team meetings relating to identification, evaluation, or placement of a Qualified Student attending the Participating School when ASDB's participation is deemed appropriate or necessary by mutual agreement of the Parties.

ii. The Participating School shall notify the Regional Cooperative's staff in writing of such meetings sufficiently in advance of such meetings.

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

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

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iii. Supplemental related services.

iv. Special short-term programs.

b. Exclusions:

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

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

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

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

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

V. FINANCING

A. Background.

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

B. Membership fees.

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

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2. ASDB has established the membership fees with the intent that these fees will cover the cost of Supplementary Aids and Services that pertain to hearing or visual disabilities for Qualified Students enrolled in the Participating School.
3. The membership fee schedule for schools in each Region is attached as **Addendum B** to this Agreement and is incorporated by reference. The membership fee schedule is subject to modification on an annual basis. ASDB shall provide a Participating School with reasonable and timely notice of any changes to the membership fee schedule prior to billing at an adjusted rate.

C. **Instructional Costs.** Schools that participate in the Regional Cooperatives share the instructional costs related to hearing or visual disabilities for a Qualified Student enrolled at a Participating School either through institutional voucher funds or through a fee for services agreement. Other Approved Educational Programs, as defined herein can only pay for services through the Fee for Services as described below in (C) (2).

1. **Institutional vouchers.** A Regional Cooperative may apply for and use an institutional voucher, *see* A.R.S. §§ 15-1201 through -1205, towards the instructional costs of its Qualified Student(s).
 - a. Participating Schools, unless otherwise agreed upon by ASDB, shall use the institutional voucher to pay ASDB, through its Regional Cooperative, for services that address the hearing and visual disabilities of qualified students. *See* A.A.C. R7-2-404(A).
 - b. The use of an institutional voucher to pay for services from ASDB, through its Regional Cooperative, does not divest responsibility from the Participating School for providing a FAPE.
 - i. A Participating School that uses an institutional voucher to pay for cooperative services cannot designate ASDB, its Regional Cooperatives, or its employees, as the PEA that is responsible for providing an education to Qualified Students.
 - ii. A Qualified Student, whose Participating School uses the institutional voucher to pay ASDB for services provided through its Regional Cooperatives, is not "enrolled" or "attending" ASDB, as contemplated by A.A.C. R7-2-404(A).
 - c. In appropriate situations, the Participating School may be eligible for reimbursement of unexpended institutional vouchers payments. *See* **Addendum C** for an example of anticipated reimbursements to participating schools.
 - d. **Additional Fees or Costs.** In certain situations, ASDB may need to assess fees and/or costs incurred by ASDB to the Participating School when the costs for services that are directly related to a Qualified Student's hearing impairment, deafness and/or a visual impairment exceed institutional voucher funds.

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

VI. DURATION, TERMINATION, AND DISPOSITION OF PROPERTY

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

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

a. **Non-Availability of Funds.** This Agreement shall be subject to available funding and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and authorized for purposes outlined in this Agreement.

i. If funds are reduced or otherwise unavailable, either Party may take any of the following actions: (1) cancel the Agreement by providing advanced written notice to the other Party or (2) revise the requirements imposed by this Agreement to reduce the level of services or compensation through a written amendment mutually executed by the Parties.

ii. If funds are not allocated and available for the continuance of this Agreement, the non-appropriated party may terminate this Agreement by providing advanced written notice to the other Party as outlined above in Section VI(B)(2)(a)(i) and such termination shall be effective at the end of the period for which funds are available.

iii. The Superintendent of ASDB and the Governing Board of the Participating School shall have sole discretion to determine the availability of funds for its respective entity.

iv. Each party shall notify the other party as soon as possible when services or payment may or will be affected by a fund shortage.

v. No liability shall accrue to the terminating party in the event this provision is exercised, and the terminating party shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

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

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

1. All property purchased by ASDB shall remain the sole property of ASDB;

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

VII. GENERAL TERMS AND CONDITIONS

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

<p style="text-align: center;">AGREEMENT Between The Arizona State Schools for the Deaf and the Blind and Participating Public Schools or Other Approved Educational Program Osborn School District</p>	<p>RE: Regional Cooperative Agreement Desert Valleys</p>	
	Page 10 of 13	Date Initiated: 08/24/2020

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

<p style="text-align: center;">AGREEMENT Between The Arizona State Schools for the Deaf and the Blind and Participating Public Schools or Other Approved Educational Program Osborn School District</p>	RE: Regional Cooperative Agreement Desert Valleys	
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School. It is the specific intention of the parties that the indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the indemnitee, be indemnified by the Participating School from and against any and all claims. It is agreed that the Participating School will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

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

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

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



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

Effective March 7, 2019

DESERT VALLEY / EASTERN HIGHLANDS / NORTH CENTRAL / SOUTHEAST / SOUTHWEST



Arizona State Schools for the Deaf and the Blind

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

DESERT VALLEY / EASTERN HIGHLANDS / NORTH CENTRAL / SOUTHEAST / SOUTHWEST



Arizona State Schools for the Deaf and the Blind

ADDENDUM C

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

Effective March 7, 2019
Rev. 04/15/19



Arizona State Schools for the Deaf and the Blind

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/IndirectUp to 1 hour monthly\$3,080.00

Itinerant Services (Equipment provided per IEP recommendation)

Level IUp to 1½ hours of service per week\$5,769.50
Level IIMore than 1½ and up to 3 hours of service weekly\$8,068.50
Level IIIMore than 3 and up to 5 hours of service weekly\$12,100.00
Level IVMore than 5 and up to 10 hours of service weekly\$17,886.00
Level VMore 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/IndirectUp to 1 hour monthly\$4,004.00

Itinerant Services (Equipment provided per IEP recommendation)

Level IUp to 1½ hours of service per week\$7,499.80
Level IIMore than 1½ and up to 3 hours of service weekly\$10,488.50
Level IIIMore than 3 and up to 5 hours of service weekly\$15,730.00
Level IVMore than 5 and up to 10 hours of service weekly\$23,251.80
Level VMore than 10 up to 15 hours of service weekly\$30,745.00

Effective July 1, 2019

DESERT VALLEY / EASTERN HIGHLANDS / NORTH CENTRAL / SOUTHEAST / SOUTHWEST

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – IV-I-2

Agenda Item

Renewal of MOU with Valle del Sol Mobile Health

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

Valle Del Sol provides school-based Psychiatry, Primary Care, and Behavioral Health services to the Osborn Community via their Integrated Mobile Health Services. In partnering with Valle Del Sol, our families and community will have access to services that are in close proximity to their homes and/or school. The mobile clinic helps provide convenient evaluation, treatment, and services (including necessary vaccinations) for the community. In exchange, the Osborn School District provides Valle Del Sol with space and venue for needed services.

Legal

Financial

Governing Board Goals

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

Recommendation

It is recommended that the Governing Board approve the renewal of the MOU with Valle del Sol Mobile Health for 2024-2025 as presented.

Moved _____ Seconded _____ P/F

**Memorandum Of Understanding
Between
Valle del Sol, Inc.
and
Osborn School District**

PURPOSE

Valle del Sol, Inc. ("VdS" or "Valle del Sol") provides School-Based Integrated Mobile Health Services by delivering three types of critical care services: Psychiatry, Primary Care, and Behavioral Health Services ("Services"). This mobile unit will be staffed with a Primary Care Provider, Behavioral Health School-Based Therapist, Psychiatric Provider, and a Medical Assistant ("MA"). The Goal of this initiative is to build on the trust already established between Osborn School District ("School") and Valle del Sol also known as the "Party" or "Parties" to deliver mobile health where families feel comfortable and to overall increase accessibility to these critical services in order build a healthier community.

The Osborn School District has determined that the education, health, and welfare of enrolled Students would improve if Services were made available on-site at the school. VdS is committed to providing these Services through school-based programs by coordinating existing educational, social, health, and behavioral health resources and bringing those services directly to the campus.

TERMS AND CONDITIONS OF AGREEMENT

- 1. LICENSED SPACES.** Subject to the terms and conditions of this Agreement, Osborn School District grants VdS a non-exclusive, non-perpetual license to use, free of charge, the following ("Licensed Spaces"):
 - A. A designated room or rooms at the school site for the purpose of providing Services to Students and their families.
 - B. The parking facility of the school for parking a vehicle or vehicles while providing Services to Students and their families at the school.
 - C. Space in the campus parking area or common areas for the mobile health clinic that is easily accessible by both students, faculty, and community.
- 2. CONDITION OF LICENSED SPACES.** VdS accepts the Licensed Spaces in their "As-Is" condition. All warranties, whether expressed, implied or statutory, such as fitness for a particular purpose, are hereby excluded or disclaimed. Upon completion of use of the Licensed Space, VdS shall leave the Licensed Space in the same condition as it existed before its use and return any school keys or other property to the school principal.
- 3. VDS RESPONSIBILITIES.** VdS shall:

- A. Upon request, provide support to school personnel in identifying Students who may need behavioral health Services.
- B. Make Services available at the school for Students enrolled in VdS Services and their families.
- C. Provide school-based Integrated Mobile Health Services to Osborn School District campuses to deliver three types of critical care: Psychiatry, Primary Care, and Behavioral Health Services.
- D. The mobile unit will be staffed with a Primary Care Provider, a Psychiatric Provider, Care Coordinators, a Behavioral Health School-Based Therapist, and a Medical Assistant.
- E. Provide critical information, marketing materials/flyers and sign-up link for the school community and outside community.
- F. Designate a liaison who will communicate directly with the school principal or designee regarding access to the Licensed Spaces, appropriate communications with Students and their families, and other matters pertaining to the delivery of Services at the Osborn School District.
- G. Authorize its Service providers to provide, upon request of the school principal or designee, emergency or "as needed" Services to a Student if the service provider can do so within his or her schedule as approved by VdS administration, and the student is deemed appropriate for Services by VdS.
- H. Upon request, provide updates to Osborn School District regarding the progress and impact of VdS programs and Services.
- I. Require its employees, contractors, agents, and volunteers to comply with Osborn School District policies and rules for visitors to its schools.
- J. Fulfill its duty under Arizona Revised Statutes ("A.R.S.") § 13-3620 with respect to reporting suspected child abuse directly to the Arizona Department of Child Safety or a law enforcement officer, without reliance upon the Osborn School District or its officials or employees to do so on its behalf.
- K. Not permit any employee, contractor, agent, or volunteer who is a registered sex offender to perform work on Osborn School District property at any time.
- L. Comply with A.R.S. § 41-4401, A.R.S. § 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations.

4. SCHOOL RESPONSIBILITIES. The Osborn School District shall:

- A. Assign an appropriate Administrator to serve as the leadership/contact administrator for purposes of this MOU and to coordinate mobile unit schedules.
- B. Provide designated Licensed Space or Spaces in its schools for VdS to effectively administer its programs and Services.
- C. Work in collaboration with VdS to aid Students and their families to receive Services and reach their service plan goals.
- D. Provide marketing support via Osborn School District text messaging platform, flyer distribution, website announcements and any other support the SCHOOL can provide.
- E. Scheduled Campus will provide access to indoor bathrooms, private or conference rooms to be used for extended services on specified mobile health days
- F. Scheduled Campus will ensure that each participating school allows for usage of electrical outlets necessary to deliver appropriate medical services
- G. Provide timely and consistent communication regarding problems or issues regarding the effective delivery of the mobile unit on a Osborn School District campus.

- H. Designate a liaison ("Personnel") to provide limited assistance to VdS for the purposes of directing Students and their families to the Licensed Space and providing limited scheduling Services, collection of referral forms and parent authorizations and other general, non-medical support administrative services.
 - a. The Osborn School District shall be solely responsible for supervising Personnel.
 - b. The Osborn School District retains the exclusive right to hire, fire, and discipline Personnel. The school has complete discretion to determine job descriptions and to make all other decisions relating to Personnel.
 - c. It is the intention of the Parties that Personnel who perform Services for VdS pursuant to this Agreement not become employees, shared or otherwise, of VdS, and that the Osborn School District remain sole employer of such employees throughout the term of this Agreement.
 - I. Osborn School District Administrator and assigned Campus Administrator will continue working with Valle Del Sol's Team on "temperature check" meetings to identify students who may need medical, behavioral health and/or wrap around supports.
 - J. Osborn School District Administrator will provide data on attendance when requested & appropriate, or other agreed upon data as it relates analyzing program efficacy in the areas of community health and wellness.
5. **BILLING FOR SERVICES.** For the Services provided under this Agreement, VdS will be responsible for billing and collecting payment from the patient, the responsible party for the patient, or the applicable payor or third-party insurer. The Osborn School District is not responsible for payment of the cost of VdS.
6. **TERM.** This Agreement shall take effect upon signature by the authorized representative of each Party and will remain in effect through **June 30, 2025**.
7. **TERMINATION.** Either Party may, at any time and without defaulting on this Agreement, terminate in whole, or any part, this Agreement for convenience by providing a thirty (30) day written notice to the other Party.
8. **RELATIONSHIP OF THE PARTIES.** The Osborn School District and VdS ("the Parties") shall have the status of an independent contractor for purposes of this Agreement. This Agreement is not intended to and will not create or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall only be those expressly set forth in this Agreement. The Parties agree that no person supplied by the Osborn School District or Valle del Sol to accomplish the goals of this Agreement is an employee of the other Party or accrues any rights as such.

9. CONFIDENTIAL INFORMATION. During this Agreement, the Parties may gain access, gain exposure, or acquire Student "education records" as defined and protected from disclosure by the Family Educational Rights and Privacy Act ("FERPA") and/or Students' and their families' "protected health information" as defined and protected from disclosure by the Health Insurance and Portability and Accountability Act ("HIPAA") and regulations thereto and the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"). Such education records shall be referred to herein as "Education Records," and such protected health information shall be referred to herein as "Health Records." The Education and Health Records shall be referred to herein collectively as "Confidential Information."

- A. **Confidentiality Obligations.** The Parties, including their employees, agents, or representatives shall (i) not disclose to any third party Confidential Information obtained pursuant to this Agreement; (ii) only permit use of the Confidential Information by employees, agents, and representatives who need the Confidential Information to perform their obligations under this Agreement; and (iii) advise their employees, agents, and representatives of their obligations to maintain confidentiality of the Confidential Information. The Parties agree that they shall be bound by and shall abide by all other applicable Federal and State statutes and regulations and Osborn School District policies pertaining to the confidentiality of records or information of the students and their families.
- B. **Confidentiality Exception.** The Parties shall not use or disclose any Confidential Information for any purpose other than performance of their obligations under this Agreement unless the Party receives prior written consent from the student's parent or legal guardian.

10. CONFIDENTIALITY OF HEALTH RECORDS.

- A. All Health Records obtained and maintained by VdS in connection with the Services provided under this Agreement (the "Health Records") are medical records under the maintenance and control of VdS as a health care provider and are Confidential Information. Osborn School District shall not request an VdS employee to disclose Health Records of Students or their families without prior consent of the student's parent or guardian. The Health Records are not "education records" under FERPA or any and other State laws pertaining to the confidentiality of education records. In performing the Services under this Agreement, VdS is not acting on behalf of Osborn School District or otherwise performing any service or activity on behalf of Osborn School District.
- B. VdS is a "covered entity," as that term is defined in HIPAA and the HITECH Act (collectively, the "Requirements") and must comply with the Requirements. The Requirements require VdS to enter into with its "business associates," as that term is defined in 45 C.F.R. § 160.103, an agreement containing certain minimum safeguards. The Services to be provided by VdS under this Agreement may cause Osborn School District to be a business associate of VdS. If that is the case, the

parties will enter into a Business Associate Agreement; the original draft to be prepared by VdS.

- C. All student and health records shall be kept confidential in accordance the Family Education Rights and Privacy Act (FERPA) and regulations adopted pursuant to that Act; the Individuals with Disabilities Education Act as amended (IDEA) and regulations adopted thereunder; the Health Insurance Portability and Accountability Act (HIPAA) and regulations adopted thereunder; and applicable Governing Board policies regarding the disclosure of personally identifiable information.

11. EDUCATION RECORDS. The Education Records, including the personally identifiable information therein, are under the maintenance and control of SCHOOL and are Confidential Information. VdS shall not request Osborn School District to disclose Education Records without prior consent of the parent or guardian of the student.

12. INDEMNIFICATION. Each Party (as "Indemnitor") agrees to the extent permissible under Arizona law to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (collectively referred to as "Claims") arising out of bodily injury of any person, including death, or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

13. PROOF OF INSURANCE. While this MOU is in effect, each Party shall maintain, and provide evidence of, commercial general liability, statutory workers' compensation insurances, and such public liability insurance as is reasonably necessary to protect against claims, losses or judgments that might be occasioned by the negligent acts or omissions of the Party, its employees, or agents. The general liability insurance shall be at least in the amount of \$1,000,000 per incident and a \$2,000,000 aggregate.

14. NOTICES. Unless otherwise provided for in this Agreement, notices shall be provided in writing. Notices shall be sent by registered or certified mail with delivery confirmation. Notice is deemed given upon confirmed delivery.

A. Notices to VdS shall be sent to 3877 N. 7th St., Suite 400, Phoenix, AZ 85014.
Attention: Carmen Heredia.

B. Notice to Osborn School District shall be sent to Osborn School District; 1226 W. Osborn Rd. Phoenix AZ 85013. Attention: Mariah Kelly-Hatcher

15. COMPLIANCE WITH LAW. The parties agree that this Agreement shall, at all times, comply with applicable local, State, and Federal law.

- A. **Equal Opportunity Affirmative Action.** VdS shall not maintain or provide racially segregated facilities at any establishment under its control. VdS agrees to comply with all applicable State and Federal equal opportunity, immigration, and affirmative action requirements.
- B. **Nondiscrimination.** The Parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 99-4 and 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. The Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement of employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.
- C. **Fingerprinting/Background Checks.** VdS will provide Osborn School District, at all times, with a complete and accurate written list of all employees and agents of VdS who will be provided access to Osborn School District sites on a regular basis under this Agreement. VdS will ensure that all employees and agents of VdS who will be provided access to Osborn School District sites on a regular basis hold a valid fingerprint clearance card in accordance with A.R.S. § 15-512(H), and that a criminal background check has been conducted for those employees and agents who will have access to SCHOOL sites on an intermittent basis.
- D. **E-Verify Compliance.** The Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program). The Parties warrant that they have registered with and participate with E-Verify.
- E. **Changes in Law.** If prior to the expiration of the term of this Agreement, applicable Federal, State, or local laws are enacted and affect either Party's performance or ability to perform under this Agreement, then the parties may modify this Agreement within thirty (30) days after the legislation is effective.
- F. **Severability.** If one or more of the provisions contained in this Agreement is deemed invalid, illegal, or unenforceable in any respect under any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that it is invalid, illegal, or unenforceable, and the remainder of this Agreement shall continue in full force and effect.

16. GOVERNING LAW AND VENUE. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Arizona. The venue for any legal action arising out of this Agreement shall be held in a court of competent jurisdiction in Maricopa County in the State of Arizona.

17. CANCELLATION FOR CONFLICT OF INTEREST. This Agreement may be canceled for conflict of interest pursuant to A.R.S. 38-511, the pertinent provisions of which are fully incorporated herein by reference.

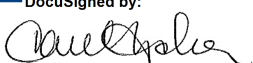
18. ASSIGNMENTS. No part off this Agreement may be assigned to any agency or entity not a party to this Agreement without the written consent of all Parties.

19. ENTIRETY. This Agreement contains the entire contract between the Parties. All prior negotiations between the Parties are merged into this Agreement. There are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by written instrument signed by all Parties.

20. SIGNATURE AUTHORITY. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

Valle del Sol, Inc.

Osborn School District

DocuSigned by:

42DD7AD788FF41A...

Signature

Carmen Heredia

Printed Name



Signature

Michael Robert, Ed.D.

Printed Name

Chief Executive Officer

Title

10-03-2022 | 10:36 AM MST

Date

Superintendent

Title

9-27-22

Date

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – IV-I-3

Agenda Item

Valle del Sol Business Associate Agreement

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

Valle Del Sol provides comprehensive mental health services to the Osborn Community. In partnering with Valle Del Sol, on-site sessions with qualified counselors as well as wraparound care is provided for our students and families. In partnership, information may be shared and maintained confidentially between the school district and Valle del Sol.

Legal

Financial

Governing Board Goals

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

Recommendation

It is recommended that the Governing Board approve the renewal of the Business Associate Agreement and Addendum with Valle del Sol for 2024-2025 as presented.

Moved _____ Seconded _____ P/F



Valle del Sol
INSPIRING POSITIVE CHANGE

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is made and entered into as of this 3rd day of August, 2022 (the "Effective Date") by and between Valle del Sol, Inc. and its subsidiaries ("Covered Entity") and Osborn Elementary School District No. 8 ("Business Associate").

WHEREAS, Business Associate will provide services to Covered Entity as set forth in the MOU between Covered Entity and Business Associate of even date herewith (the "Services Agreement");

WHEREAS, in order to provide the Services under the Services Agreement, Business Associate may receive, use and maintain certain Protected Health Information ("PHI") on behalf of Covered Entity; and

WHEREAS, the parties desire to enter into this Agreement in order (i) to protect the privacy and provide for the security of PHI received, used and maintained by Business Associate on behalf of Covered Entity; and (ii) to satisfy certain requirements imposed upon the parties by HIPAA.

WHEREAS, Covered Entity operates a drug and alcohol treatment program that must comply with the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, "Part 2");

WHEREAS, Business Associate is also a Qualified Service Organization (QSO) under Part 2 and must agree to certain mandatory provisions regarding the use and disclosure of substance abuse treatment information.

NOW, THEREFORE, in consideration of the mutual benefits of complying with laws and regulations stated above, Covered Entity and Business Associate agree as follows:

Definitions

Catch-all definition: Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501.

Examples of specific definitions:

- (a) Business Associate. "Business Associate" shall mean Osborn Elementary School District No. 8.
- (b) Covered Entity. "Covered Entity" shall mean Valle del Sol, Inc. and its subsidiaries.
- (c) Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (d) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Sub-parts A and E.

(e) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "Protected Health Information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) Required By Law. "Required By Law" shall have the same meaning as the term "Required by Law" in 45 CFR 164.501.

(g) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.

(b) Business Associate agrees to implement and maintain the administrative, physical and technical safeguards required by HIPAA to prevent use or disclosure of the Protected Health Information except as provided for by this Agreement.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information of which Business Associate becomes aware that is not provided for or permitted by this Agreement or under HIPAA.

(e) To the extent Business Associate uses one or more subcontractors or agents to perform its obligations under any agreement with Covered Entity, Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) To the extent Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to provide access to such Protected Health Information no later than ten (10) days after receipt of such written request by Covered Entity in order to meet the requirements under 45 CFR 164.524.

(g) To the extent Business Associate maintains Protected Health Information, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set in accordance with Covered Entity's written request no later than ten (10) days after receipt of such request by Covered Entity pursuant to 45 CFR 164.526.

(h) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual if so directed by Covered Entity no later than ten (10) days after receipt of written request for such Disclosure Accounting, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528 or in accordance with HIPAA.

(k) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

(l) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(m) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528

Permitted Uses and Disclosures by Business Associate

General Use and Disclosure Provisions

Specify purposes: As stated in the MOU

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

Specific Use and Disclosure Provisions

(a) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate provided that disclosures are required by law. Or, Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

Obligations of Covered Entity

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522.

Qualified Service Organization Agreement Responsibilities

(a) To the extent that in performing its services for or on behalf of Covered Entity, Business Associate uses, discloses, maintains, or transmits protected health information that is protected by Part 2, Business Associate acknowledges and agrees that it is a QSO for the purpose of such federal law; acknowledges and agrees that in receiving, storing, processing or otherwise dealing with any such patient records, it is fully bound by the Part 2 regulations; and, if necessary will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Part 2 regulations.

(b) Notwithstanding any other language in this Agreement, Business Associate acknowledges and agrees that any patient information it receives from Covered Entity that is protected by Part 2 is subject to protections that prohibit Business Associate from disclosing such information to agents or subcontractors without the specific written consent of the subject individual.

(c) Business Associate acknowledges that any unauthorized disclosure of information under this section is a federal criminal offense.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

Term and Termination

(a) Term. The Term of this Agreement shall be effective as of the Effective Date hereunder and terminate as of the Service Agreement or receipt of notice by either party to terminate in the event of an uncured breach of a material term of this Agreement. Upon termination of this Agreement all Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. Or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information.

(b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within 30 days, Covered Entity will terminate this Agreement. If Business Associate has breached a material term of this Agreement and cure is not possible, Covered Entity will immediately terminate this Agreement.

(1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon

mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible; Business Associate shall extend the protections and limit further uses and disclosures to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Notices

All notices required to be given to either party under this Agreement will be in writing and sent by traceable carrier to each party's address indicated below, or such other address as a party may indicate by at least ten (10) days' prior written notice to the other party. Notices will be effective upon receipt.

COVERED ENTITY:

Valle del Sol, Inc.
3807 N. 7th Street
Phoenix, AZ 85014

BUSINESS ASSOCIATE:

Osborn Elementary School District
1226 W. Osborn Road
Phoenix, Arizona 85013

IN WITNESS WHEREOF, the parties have entered into this Agreement to be effective as of the Effective Date.

Business Associate

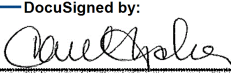
By: 

Name: Michael Robert, Ed.D

Title: Superintendent

Date: September 21, 2022

Covered Entity

DocuSigned by:
By: 
42DD7AD788FF41A...

Name: Carmen Heredia

Title: Chief Executive Officer

Date: 10-03-2022 | 10:36 AM MST

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – IV-I-4

Agenda Item

Renewal of MOU with Valle del Sol

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

Valle Del Sol provides comprehensive mental health services to the Osborn Community. In partnering with Valle Del Sol, on-site sessions with qualified counselors as well as wraparound care is provided for our students and families.

Legal

Financial

No cost to the district.

Governing Board Goals

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

Recommendation

It is recommended that the Governing Board approve the renewal of the MOU with Valle del Sol for 2024-2025 as presented.

Moved _____ Seconded _____ P/F

MEMORANDUM OF UNDERSTANDING

Between

**Valle del Sol, Inc.
3877 North 7th St., Suite 400
Phoenix, Arizona 85014**

and

**Osborn School District
1226 W. Osborn Road
Phoenix, AZ 85013**

This document defines the responsibilities of Valle del Sol, Inc. ("VdS" or "Valle del Sol") and the Osborn School District ("School"). The following Memorandum of Understanding ("MOU" or "Agreement") is designed to assist VdS and the Osborn School District also known as the "Parties" or Party" in the delivery of effective programs and services to children and families in SCHOOL.

Valle del Sol is committed to providing school-based programs to strengthen families by coordinating existing social, educational, and health resources and then bringing them to a school campus. By providing preventive measures through education and other support systems, we seize the opportunity to greatly reduce the risk factors faced by families living in our communities.

Valle del Sol's mission is inspiring positive change by investing in human services strengthening self-sufficiency for Families and building the next generation of Latino Leaders. We join Osborn School District to strengthen families by encouraging parental involvement in their child's school activities and performance, helping families to develop healthy behaviors, and working to assist school staff in coordinating existing educational, social, health and behavioral health resources.

This agreement is based on the following outcomes as agreed upon by both parties:

Valle del Sol will:

1. Provide intake, assessment, and enrollment appointments to access public health system behavioral health services.
2. Provide comprehensive behavioral health treatment and other health education and social services as needed to students and families enrolled in services.
3. Provide services onsite at Osborn School District.
 - a. Dedicated onsite counselors, care coordinators, and counseling interns splitting time between schools.

- b. Provide counseling and case management services for special education students as agreed upon between the parties and as documented in the students' Individualized Education Plans (IEP).
4. Provide timely and consistent communication regarding problems or issues regarding the effective delivery of the program service.
5. Create tools to measure progress on agreed upon outcomes including satisfaction surveys.
6. Document the provision of counseling services as specified in a students' IEP and/or the individualized service plan.
7. Valle del Sol shall ensure that all school-based staff meet all state and federal requirements for working with students.
8. Valle del Sol shall maintain medical records for the services provided at the Osborn School District campus. All personal health information is protected according to the Health Insurance Portability and Accountability Act (HIPAA). In collecting, generating, compiling, storing or otherwise processing any personal information of any client, each Party shall comply with all data protection or privacy requirements of the laws applicable to it and all confidentiality or other obligations owed to third parties under contract or laws and if the data contains any personally identifiable health care information, the same shall be collected, stored and maintained in accordance with practice protocols that adhere to HIPAA and other applicable state and federal statutes, laws and regulations.
9. Valle del Sol is responsible for the supervision of its staff and shall ensure that each staff member holds the appropriate credentials to provide services and meet the employment standards of each Party. Each individual providing services to the Osborn School District campus shall have complied with requisite background checks and fingerprinting.
10. Valle del Sol specifically acknowledges that Osborn School District is bound by the Family Education Rights and Privacy Act and must obtain specific permission from the parents/guardians of Osborn School District students in order to release any personal identifiable information about a student. Valle del Sol will obtain the requisite permissions prior to providing the initial outreach to Osborn School District parents and will coordinate receiving written consent to treat any identified students prior to any interventions by Valle del Sol with any student or prior to conducting identification and screening activities for unmet healthcare needs in the Osborn School District student population.
11. Refer families to off-campus services as appropriate:
 - a. Skills Training
 - b. Specialty therapy and support groups
 - c. Psychiatric services
 - d. System of Care referrals through Arizona Health Care Cost Containment System ("AHCCCS") registered direct support providers

The SCHOOL Will:

1. Provide school-based and/or district staff person(s) as points of contact to serve as liaisons to VdS.
2. Provide timely and consistent communication regarding problems or issues in the effective delivery of the programs and/or services.
3. Provide access to a workspace location on the campus for the appropriate delivery of programs and services, including telephone, basic furniture, and internet service.
4. Provide private meeting area for intakes, individual sessions, and groups as needed

Duration

The term of this MOU shall be from September 1, 2022, through June 30, 2025, or until the end of the 2025 school year.

Compensation

There is no compensation exchanged between VdS and Osborn School District. Future changes will require renegotiation of this MOU.

TERMS AND CONDITIONS

1. COMPLIANCE WITH APPLICABLE LAWS:

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

1.1 NON-DISCRIMINATION: The parties agree to comply with all provisions of applicable federal, state, and local laws relating to non-discrimination, equal employment opportunity, the Americans with Disabilities Act, and Arizona Governor's Executive Order 2009-09 (superseding Executive Order 99-4) (dated January 29, 1999), as may be amended from time to time.

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

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

1.4 IMMIGRATION AND EMPLOYMENT LAWS: Valle del Sol and Osborn School District acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA) and agrees to comply with IRCA and permit District inspection of personnel records to verify such compliance. Valle del Sol and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration law and regulations that relate to their employees, as well as compliance with A.R.S. § 23-214 (A) which requires registration and participation with the E-Verify Program. Valle del Sol shall ensure that all school-based staff meet all state and federal requirements for working with students.

2. LICENSES AND PERMITS:

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

3. INDEMNIFICATION:

To the extent allowed by law, each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party, its principals, members and employees (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") brought against, incurred by or paid by such other Party at any time, in any way arising out of or relating to this agreement, except to the extent finally judicially determined to have resulted from the fault of the indemnified Party. This indemnification provision shall apply regardless of the form or action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.

4. INSURANCE

Each Party, at its cost, shall maintain comprehensive general liability insurance with limits of not less than \$1,000,000 per occurrence, insuring against all liability of said Party and its authorized representatives arising out of and in connection with said Party's use or occupancy of the facilities. Said insurance shall include broad form contractual liability covering, without limitation, the liability assumed under this Indemnification provisions of this Agreement. If the policy is to be written with an annual aggregate limit, that limit shall be not less than \$2,000,000. All insurance policies shall provide that the policies cannot be cancelled, not renewed, nor limited in scope of coverage

or limits until and unless thirty (30) calendar days prior notice is given to the other Party.

5. RELATIONSHIP OF PARTIES/EMPLOYMENT DISCLAIMER

Each of the Parties hereto is an independent contractor and neither Party is, nor shall be considered to be, an agency, distributor or representative of the other. Neither Party shall act or represent itself directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. In addition, the Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other formal business association or organization of any kind.

6. APPLICABLE LAW

This Agreement is made in the State of Arizona and shall be interpreted by the laws of the State of Arizona. Any dispute arising out of or relating to this Agreement shall be brought in the Maricopa County Superior Court or the United States District Court, District of Arizona.

7. OWNERSHIP

SCHOOL recognizes that Valle del Sol is the owner of all right, title, and interests in and to all Valle del Sol trademarks, logos, and names (Valle del Sol Property). Any use of the Valle del Sol property by SCHOOL requires the written approval of Valle del Sol. Valle del Sol recognizes that SCHOOL is the owner of all right, title, and interests in and to all SCHOOL trademarks, logos, and names ("SCHOOL Property"). Any use of the SCHOOL Property by Valle del Sol requires the written approval of SCHOOL.

8. CONFIDENTIALITY

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

disclosure, or (d) independently developed by Receiving Party other than pursuant to the Agreement.

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

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

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

9. NON-APPROPRIATION:

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

10. TERMINATION OF AGREEMENT:

Should circumstances arise which necessitate termination of this Agreement, either Party may terminate this Agreement at any time, with or without cause, by giving 30 days' prior written notice. The Osborn School District reserves all rights that it may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511, as amended.

This memorandum may be amended, in writing, at any time with the concurrence of all Parties.



Osborn School District

Name: Michael Robert, Ed.D.

Title: Superintendent

9-27-22

Date

DocuSigned by:



Valle del Sol, Inc.

Name: Carmen Heredia

Title: Chief Executive Officer

10-03-2022 | 10:36 AM MST

Date

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – IV-I-5

Agenda Item

Approval of MOU and Lease Agreement with Amazing Arts

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

The attached outlines the MOU and lease agreement with Amazing Arts for August 5, 2024 – June 30, 2025. Amazing Arts will occupy a classroom at Encanto & Montecito Schools for their after school art programs.

Legal

The attached MOU and lease agreement has been reviewed by the District attorney.

Financial

Governing Board Goals

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

Recommendation

It is recommended that the Governing Board approve the MOU and Lease Agreement with Amazing Arts.

Moved _____ Seconded _____ P/F

MEMORANDUM OF UNDERSTANDING

Between

**Amazing Arts
4750 N Central Ave. Unit 6H
Phoenix AZ 85013**

and

**Osborn Elementary School District No. 8 "OSD"
1226 W. Osborn Road
Phoenix, AZ 85013**

This document defines the responsibilities of Amazing Arts and the Osborn Elementary School District No. 8 ("Osborn" or "District") related to the delivery of an after school arts program to Osborn students.

Amazing Arts is an extracurricular program that focuses on instructing children in fine arts and exposing them to various artistic techniques that will improve and increase students appreciations for the arts. Amazing Arts creates change by providing an after school care program to for students and families. The goals of the Amazing Arts after school arts program program are: (1) provide after school child care with an art focus; (2) expose students to fine arts; (3) help develop an appreciation for the arts (4) increase students self esteem via artistic expression..

This agreement is based on the following terms agreed upon by both parties:

Amazing Arts will:

1. Provide an after school child care art program;
2. Provide students and families with art based curriculum;
3. Implement art program programming according to a pre-arranged timetable with school administration;
4. Provide site coordinators and staff to facilitate the program after school. All site coordinators and staff will be in possession of a current fingerprint clearance card, allowing them to work in a school setting;
5. Provide supervision for students for the duration of the program and until students are picked up by a parent/guardian;
6. Measure impact of the program by analyzing student and parent survey;

7. Ensure compliance with applicable Department of Health Services licensing requirements;
8. Ensure compliance with applicable Department of Economic Security requirements;
9. Ensure programs are appropriately staffed with licensed employees where appropriate;
10. Ensure programs meet all safety requirements.

The Osborn Elementary School District No. 8 will:

1. Provide classroom(s) in which after school care instruction can occur;
2. Provide custodial services;
3. Provide safe storage for Amazing Arts materials at school site;
4. Monitor sessions to ensure safety and learning of students involved.

Duration

The initial term of this MOU shall be from August 5, 2024 until June 30, 2025. The parties may agree to renew the MOU for up to two additional one-year terms.

Compensation

The cost of Amazing Arts lease space will be \$2000.00 per month- lease agreement for space/rental fees attached. Amazing Arts assumes the majority of the responsibility for raising the funds needed to operate the after school program. The participating school is not asked to make a monetary contribution.

TERMS AND CONDITIONS

1. COMPLIANCE WITH APPLICABLE LAWS:

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

1.1 NON-DISCRIMINATION: The parties agree to comply with all provisions of applicable federal, state, and local laws relating to non-discrimination, equal employment opportunity, the Americans with Disabilities Act, and Arizona Governor's Executive Order 2009-09 (superseding Executive Order 99-4) (dated January 29, 1999), as may be amended from time to time.

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

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

1.4 IMMIGRATION AND EMPLOYMENT LAWS: Amazing Arts and District acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA) and agrees to comply with IRCA and permit District inspection of personnel records to verify such compliance. Amazing Arts and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration law and regulations that relate to their employees, as well as compliance with A.R.S. § 23-214 (A) which requires registration and participation with the E-Verify Program. Amazing arts shall ensure that all school-based staff meet all state and federal requirements for working with students.

2. LICENSES AND PERMITS:

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

3. INDEMNIFICATION:

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

4. INSURANCE

Each party, at its cost, shall maintain comprehensive general liability insurance with limits of not less than \$1,000,000 per occurrence, insuring against all liability of said party and its authorized representatives arising out of and in connection with said party's use or occupancy of the facilities. Said insurance shall include broad form contractual liability covering, without

limitation, the liability assumed under this Indemnification provisions of this Agreement. If the policy is to be written with an annual aggregate limit, that limit shall be not less than \$2,000,000. All insurance policies shall provide that the policies cannot be cancelled, not renewed, nor limited in scope of coverage or limits until and unless thirty (30) calendar days prior notice is given to the other party.

5. RELATIONSHIP OF PARTIES/EMPLOYMENT DISCLAIMER

Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agency, distributor or representative of the other. Neither party shall act or represent itself directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. In addition, the Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other formal business association or organization of any kind.

6. APPLICABLE LAW

This Agreement is made in the State of Arizona and shall be interpreted by the laws of the State of Arizona. Any dispute arising out of or relating to this Agreement shall be brought in the Maricopa County Superior Court or the United States District Court, District of Arizona.

7. OWNERSHIP

District recognizes that Amazing Arts is the owner of all right, title, and interests in and to all Amazing Arts trademarks, logos, and names (Amazing Arts Property). Any use of the Amazing Arts property by District requires the written approval of Amazing Arts. Amazing Arts recognizes that District is the owner of all right, title, and interests in and to all District trademarks, logos, and names ("District Property"). Any use of the District Property by Amazing Arts requires the written approval of District.

8. CONFIDENTIALITY AND DATA SHARING

8.1 DATA PROTECTION: The District is authorized to collect and maintain student educational records consistent with applicable state and federal laws and subject to the federal Family Educational Rights and Privacy Act (FERPA), as authorized by 20 U.S.C. § 1232g(b) and 34 CFR Part 99. Consistent with FERPA, the may disclose Personally Identifiable Information (PII), as that term is defined by FERPA, from students' education records without prior parental or student consent to school officials for the aforementioned purposes . 34 CFR 99.31(a)(1) and 99.7(a)(3)(iii). The District designates Amazing Arts as a "school official", as that term is defined in FERPA for purposes of conducting the after school literacy program at the District. The District may provide additional data elements upon the written request of Amazing Arts subject to the same terms and conditions as stated in this Agreement, and for the purposes stated in this Agreement.

The parties to this Agreement acknowledge that the District has provided Amazing Arts with certain in PII data and that will protect such data according to the terms of this agreement. This Agreement is intended to follow U.S. of Education initiatives on Safeguarding Student Privacy (<http://www2.ed.gov/policy/gen/guid/fpco/ferpa/safeguarding-student-privacy.pdf>).

To affect the transfer of data and information that is subject to state and federal confidentiality laws and to ensure that the required confidentiality of personally identifiable information shall always be maintained, Amazing Arts agrees that, for the purposes of carrying out its duties, it will:

- a. Comply with the provisions of FERPA, 20 U.S.C. § 1232g, and 34 C.F.R. Part 99 and all applicable state laws regarding confidentiality of student data;
- b. Use the data provided under this Agreement for no other purpose than those described herein;
- c. Use reasonable technical, administrative and physical controls to protect the data provided under this Agreement from further disclosures and other uses, except as provided in 34 C.F.R. 99.35.
- d. Destroy the PII provided under this Agreement when the information is no longer needed for the purposes specified and in no event later than June 30, 2022.
- e. Not to redisclose to a third party any data provided by the District or without prior written consent from the District.
- f. Establish and follow procedures consistent with FERPA and Arizona law to ensure the protection of any and all PII provided under this Agreement. To effectuate the provision and solely to protect PII data, agrees to:
 - i. Limit access to the PII data provided under this Agreement only to those authorized persons who have a legitimate interest in the data;
 - ii. Require all employees, contractors and agents who have access of any kind to comply with this Agreement, and FERPA, and applicable Arizona law;
 - iii. Maintain all PII data received pursuant to this Agreement in a secure manner, separate from all other data files, and not copy, reproduce, or transmit data obtained pursuant to this Agreement except to its own agents acting for or on behalf of the Amazing Arts and as necessary to fulfill the purposes described herein;
 - iv. Not disclose PII data contained under the Agreement or addenda to it in any manner that could identify any individual student, except as authorized by FERPA;
 - v. Not report data of a group of students of less than 10.

9. NON-APPROPRIATION.

All parties acknowledge that the District is a government entity, and the contract validity is based upon the availability of public funding under its

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

10. FINGERPRINTING

All parties shall comply with fingerprinting requirements of A.R.S. § 15-512, where applicable.

11. TERMINATION OF AGREEMENT:

Should circumstances arise which necessitate termination of this Agreement, either party may terminate this Agreement at any time, with or without cause, by giving 30 days' prior written notice. The District reserves all rights that it may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511, as amended.

This memorandum may be amended, in writing, at any time with the concurrence of all parties.

Superintendent Michael Robert,
Osborn Elementary School District No. 8

Date

Nicholas Murray
Owner/Director, Amazing Arts

Date

LEASE

THIS LEASE (this "Lease") is made and entered into this as of the "Effective Date" by and between **OSBORN ELEMENTARY SCHOOL DISTRICT NO. 8**, a political subdivision of the State of Arizona ("Landlord") and **AMAZING ARTS**, ("Tenant"). The "Effective Date" shall be the date upon which the last of the Landlord and Tenant executes this Lease, as indicated on the signature page hereof.

1. **PREMISES.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to the provisions of this Lease, that portion of Landlord's Encanto and Montecito School sites as described on Exhibit A attached hereto (the "Premises").

2. **TERM; RENEWALS.**

(a) The term of this Lease shall commence on August 5, 2024, and terminate on June 30, 2025 (the "Term"), unless sooner terminated pursuant to the terms of this Lease.

(b) This Lease may be extended for two additional one-year extension terms upon the mutual agreement of the Landlord and the Tenant. In the event that either party wishes to extend the Term of this Lease, then said party shall provide written notice (each an "Extension Notice") of said fact to the other party not less than 30 days prior to the expiration of the then current term. In the event that an extension notice is given, the party receiving the Extension Notice shall have 30 days to elect to accept the extension of the Term. In the event that the party receiving the Extension Notice wishes to extend the Term pursuant to the terms hereof, then said party shall provide written notice of said fact and the Term of this Lease shall be so extended. In the event that the Party receiving the Extension Notice does not wish to extend the Term pursuant to the terms hereof, then said party shall provide written notice of said fact and this Lease shall terminate at the end of the then current Term. Failure on the part of the party receiving the Extension Notice to respond shall be deemed to be an election not to extend.

3. **RENT; SECURITY DEPOSIT.**

(a) Tenant agrees to pay Landlord rent for the Premises per the attached rates in Exhibit B per month. Landlord will invoice Tenant monthly in equal installments. Rent shall be due and payable on the first day of each month in equal installments. Rent for any partial months shall be prorated accordingly.

(b) On the Effective Date, the Tenant shall pay to the Landlord a security deposit in the amount of \$500.00, which amount shall be held by the Landlord during the Term as security for the performance of the Tenant's obligations detailed herein.

(c) Payments not received within five business days of the date when due hereunder shall be considered delinquent and shall bear interest at a rate of 12% per annum.

4. **USE OF PREMISES.** Tenant shall use the Premises solely as administration offices, storage, and classroom instruction which is to be used in accordance with

and consistently with the Tenant's educational purposes. Said use shall also be undertaken in a lawful manner that complies with the policies of Landlord (as promulgated and changed from time to time), Ariz. Rev. Stat. § 15-1105 and all statutes, codes, ordinances and conditions applicable to the use, operation and improvement of the Premises. Landlord is under no obligation to consent to additional or alternative uses.

5. **UTILITIES; MAINTENANCE; TAXES.**

(a) Landlord shall pay all costs for water, sewer and electrical utilities (the "Utilities") during the entire Term of this Lease. Landlord shall have no obligation to provide any other utility services to the Premises. Landlord will not be liable for any reason for any loss or damage resulting from an interruption of any of the Utilities. Landlord is not obligated to upgrade the type or extent of Utilities provided to the Premises. Tenant shall pay Landlord the rates set forth on Exhibit B for custodial and trash disposal charges ("Custodial Charges"). Tenant shall pay Custodial Charges monthly as and when Rent is due and such charges shall be deemed to be additional Rent. In the event Tenant fails to pay any invoice for Custodial Charges when due, the delinquent amount shall bear interest at a rate of 12% per annum. Tenant shall be responsible for its own internet and telephone connections and charges.

(b) Landlord shall maintain the structural portions of the Premises throughout the Term. Tenant shall send written notice to Landlord regarding requested repairs and maintenance items, which notices shall be sent to Landlord's Maintenance Department.

(c) Commencing on the Effective Date and continuing throughout the Term, Tenant agrees to maintain the non-structural portions of the Premises in good condition and repair as reasonably determined by Landlord (the "Minimum Standard"). Should the maintenance of the Premises fall below the Minimum Standard, Tenant agrees to reimburse Landlord for any maintenance costs expended by Landlord to return the non-structural portions of the Premises to the Minimum Standard. In the event Tenant fails to pay any invoice for the maintenance costs when due, the delinquent amount shall bear interest at a rate of 12% per annum.

(d) Commencing on the Effective Date and continuing throughout the Term, Tenant agrees to pay any and all taxes and special assessments assessed against any activities conducted by the Tenant on the Premises and personal property, equipment or inventory obtained or used by the Tenant. Tenant shall pay any and all rental tax and similar charges which become due as a result of this Lease.

6. **IMPROVEMENTS.**

(a) Except as provided herein, Tenant shall not construct or install any improvements on the Premises ("Improvements"). Tenant may not make changes or alterations to the Premises or the Improvements without the prior written consent of the Landlord, which approval may be withheld in Landlord's sole discretion.

(b) With Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion, Tenant may, at its sole cost and expense, make

non-structural Improvements to the Premises in accordance with the terms of this Section 6. All plans and specification for construction of the Improvements shall be approved by the Landlord prior to commencement of construction in accordance with this Agreement, and the Improvements shall thereafter be constructed in strict accordance with any and all such pre-approved plans and specifications. Tenant shall certify that it has sufficient funds on deposit to cover the costs of the construction of the Improvements and that such funds are dedicated for such use prior to commencing such construction. —Tenant shall comply with the provisions of any and all procurement codes, building codes, development fees (if applicable), engineering and plan review codes, infrastructure guidelines, utility codes, development rules and the terms of this Agreement with respect to the construction of the Improvements.

(c) In the event that Tenant makes any non-structural Improvements, Tenant shall hire a contractor who is licensed, bonded and in good standing in connection with the construction of the Improvements. Tenant will require its contractor to confine said contractor's construction activity to the Premises and to no other portion of the Landlord's property. Tenant's contractor must secure the construction site in accordance with sound construction practices. All currently existing Landlord facilities must remain open for their intended purposes during the construction of the Improvements, and the contractor shall be required to minimize disruption of the educational activities occurring on the school site. The contractor and all staff must agree to observe all Landlord policies and procedures and state laws while on the campus, including but not limited to the use of personnel who have received background checks and fingerprint clearance. Tenant will cause any and all contractors performing work at the Premises to agree in writing to look solely to Tenant, and not to the Landlord, for payment in connection with such work, and Tenant will provide the Landlord with all such agreements prior to the commencement of any such work by the applicable contractors. Representatives of the Parties and the contractor shall meet upon request of either party during construction to address any issues arising out of the construction on the Leases Premises.

(d) If constructed, the non-structural Improvements shall be constructed in strict accordance with all applicable laws, including without limitation, health codes, applicable design standards and specifications provided by Tenant and approved in writing by the Landlord. No less than 90 days prior to Tenant's planned commencement of any non-structural Improvements, Tenant shall provide the Landlord with copies of all plans and specifications for construction of all Improvements for approval. The Landlord shall notify Tenant in writing of its approval thereof within 10 business days, or of any items reasonably disapproved by the Landlord, prior to the commencement of any construction activity by or on behalf of Tenant at the Leased Premises. Tenant shall cause the plans and specification to be revised to address the items reasonably disapproved by the Landlord and shall submit revised plans and specifications to the Landlord within 20 days of receipt of its disapproval. The process shall be repeated until the plans and specifications are approved; provided, however, that the Landlord shall not unreasonably withhold or delay its approval thereof. Once the plans and specifications are approved by the Landlord, Tenant will commence construction of the Improvements in strict accordance with said plans and specifications. Any change orders shall be reasonably preapproved by the Landlord prior to incorporation thereof into the Improvements and shall be paid for by Tenant at its sole cost and expense.

(e) Upon termination or expiration of this Lease, title to all Improvements constructed by Tenant shall vest in the Landlord.

7. **COMPLIANCE WITH GOVERNING BOARD POLICIES AND APPLICABLE LAWS.** Tenant, its staff members, and its participants shall at all times comply with all Governing Board policies of the Landlord, in effect at the time of the execution of this Lease or as adopted from time to time by Landlord's Governing Board. Failure to comply constitutes cause for the termination of this Lease. Tenant also agrees to comply with all applicable state, federal and local laws, rules, regulations and executive orders.

8. **VISITORS.** In accordance with Arizona Revised Statute (A.R.S.) § 15-512, any volunteers who will be working with Landlord's students must complete a background check and be fingerprinted before beginning work. Landlord may require any employee of Tenant or any visitor of Tenant to complete a fingerprint and background check at its discretion and at Tenant's expense.

9. **TOBACCO, DRUGS AND ALCOHOL.** Except as permitted by law and subject to Section 7 above, Tenant shall not keep, permit or allow any illegal drugs, marijuana or any derivative thereof, or any liquors or beverages of any intoxicating nature or tendency to be sold, used or possessed on the Premises. Smoking of tobacco products of any kind is prohibited on the Premises or any property located near or adjacent to the Premises which is owned by Landlord.

10. **INSURANCE.**

(a) At all times during the term of this Lease, and during any renewal thereof, Tenant shall maintain comprehensive general liability insurance, at its expense, with coverage limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate limit for bodily injury and property damage, issued by an insurance carrier approved by Landlord and naming Landlord as an additional insured. Said policy of insurance shall provide liability insurance coverage of all of Tenant's activities on the Premises. Tenant shall also carry comprehensive liability insurance for owned, non-owned and hired vehicles with combined single limit per accident for property damage, bodily injury of not less than \$1,000,000. Tenant shall maintain, at its expense, personal property insurance covering its personal property.

(b) Tenant shall require its contractors who construct future improvements to carry insurance equivalent to that required in Section 10(a) and Tenant and its contractors shall maintain a Builders All Risk policy during the course of construction of Improvements in an amount equal to the full amount of the cost of Improvements. Future improvements made by Tenant shall require the same insurance requirements.

(c) Certificates evidencing all of such insurance required of Tenant hereunder shall be provided to Landlord by Tenant and shall guarantee 30 days' advance written notice to Landlord of cancellation, non-renewal or material change. Tenant shall provide Landlord with evidence of statutorily required workers' compensation insurance for all employees working on the Premises. All insurance provided hereunder shall be provided by a company authorized to

do business in the State of Arizona and, with regard to Tenant's insurance obligations, approved by Landlord. All such insurance shall name the Landlord, its officials, agents, employees and volunteers, as additional insureds.

(d) Landlord shall maintain, at its expense, comprehensive general liability insurance or self-insurance covering the Premises and its activities on the Premises.

11. **INDEMNIFICATION.** Tenant shall defend, indemnify, and hold harmless Landlord, its officers, agents and employees, from and against any and all claims, liabilities, losses, damages, cost and expense, including but not limited to reasonable fees and/or litigation expenses, arising out of or resulting from the Tenant's use of the Premises, or any accident, injury or damage whatsoever occurring in or at the Premises allegedly caused in whole or part by any act or omission of the Tenant or anyone directly or indirectly employed by it, its agents, invitees or anyone for whose acts it may be liable, except to the extent caused in whole or in part by the negligent or intentionally wrongful act or omission of Landlord or any of its officers, agents or employees.

12. **ASSIGNMENT AND SUBLETTING:** Tenant shall not have the right to assign or sublease this Lease or any part of the Premises or the Improvements. Upon any unapproved assignment or sublease by Tenant, Landlord has the right to immediately terminate this Lease upon written notice to Tenant.

13. **QUIET ENJOYMENT.** So long as Tenant complies with the terms and conditions under this Lease, Landlord covenants and warrants that Tenant shall peacefully have and enjoy possession of the Premises. Landlord will fully protect Tenant in the full, complete and absolute possession of the Premises and Tenant's rights of non-exclusive use of the common areas and common facilities, if applicable, subject, in all cases, to the terms and conditions of this Lease. Landlord agrees not to file or cause any zoning change to be made that would affect the Premises without the prior written approval of Tenant.

14. **DEFAULT.** If Tenant fails to make any payment required to be made by Tenant hereunder, as and when due, where such failure will continue for a period of 10 calendar days after notice from Landlord that such payment is due, Tenant will be in default hereunder. If Tenant fails to perform any non-monetary obligation pursuant to this Lease and fails to cure such nonperformance within 30 days after receipt of written notice from Landlord, Tenant will be in default. In the event of any default, Landlord may terminate this Lease immediately and shall further have the right to pursue all of its legal and equitable rights and remedies. If the nature of Tenant's non-monetary performance is such that it cannot reasonably be cured within 30 days, then the Tenant will have such additional periods of time as may be reasonably necessary under the circumstances, provided Tenant immediately (a) provides written notice to the Landlord and (b) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 60 days.

15. **WAIVERS.** Neither party hereto shall be deemed to have waived any right hereunder for failure to complain of any act or omission of the other party.

16. **CANCELLATION.** Notice is hereby given that the provisions of ARIZ. REV. STAT. §38-511, are applicable to this Lease and are hereby incorporated herein as though set forth in its entirety.

17. **NON-APPROPRIATION OF FUNDS.** Landlord is obligated only to pay its obligations set forth in this Lease as may lawfully be made from funds appropriated and budgeted for that purpose during Landlord's then current fiscal year. The Landlord's obligations under this Lease are current expenses subject to the "budget law" and the unfettered legislative decision of the Landlord concerning budgeted purposes and appropriation of funds. Should Landlord elect not to appropriate and budget funds to pay its Lease obligations, this Lease shall be deemed terminated at the end of the then current fiscal year term for which such funds were appropriated and budgeted for such purpose and Landlord shall be relieved of any subsequent obligation under this Lease. The Parties agree that Landlord has no obligation or duty of good faith to budget or appropriate the payment of Landlord's obligations set forth in this Lease in any budget in any fiscal year other than the fiscal year in which this Lease is executed and delivered. Landlord shall be the sole judge and authority in determining the availability of funds for its obligations under this Lease. Landlord shall keep the Tenant informed as to the availability of funds for this Lease. The obligation of Landlord to make any payment pursuant to this Lease is not a general obligation or indebtedness of Landlord. The Tenant hereby waives any and all rights to bring any claim against the Landlord from or relating in any way to Landlord's termination of this Lease pursuant to this Section 17.

18. **HAZARDOUS MATERIALS.** During the Term of this Lease, Tenant shall not use generate, place, store, release or otherwise dispose of Hazardous Materials (as defined below) on the Premises, except in strict accordance with all Environmental Laws (as defined below). In the event of a breach of the foregoing, Tenant will undertake remediation or removal in accordance with all Environmental Laws. In addition, Tenant will indemnify, defend and hold Landlord harmless against and reimburse Landlord for all Hazardous Materials Liabilities (as defined below) asserted against or incurred by Landlord as a result of a breach of Tenant's obligations under this Section 18. As used herein, the term "Hazardous Materials" shall mean (a) any waste, material or substance (whether in the form of a liquid, a solid, or a gas and whether or not air-borne), which is or is deemed by governmental authority to be a pollutant or a contaminant, or which is or is deemed by governmental authority to be hazardous, toxic, ignitable, reactive, corrosive, dangerous, harmful or injurious, or which presents a risk, to public health or to the environment, or which is or may become regulated by or under the authority of any applicable local, state or federal laws, judgments, ordinances, orders, rules, regulations, codes or other governmental restrictions, guidelines or requirements, any amendments or successor(s) thereto, replacements thereof or publications promulgated pursuant thereto ("Environmental Laws"); (b) petroleum, including crude oil or any fraction thereof; (c) any asbestos or asbestos containing material, (d) any polychlorinated biphenyl; (e) any radioactive material; (f) radon gas; and (g) urea formaldehyde. The term "Hazardous Materials Liabilities" as used herein means all claims, damages, losses, forfeitures, expenses, or liabilities arising from or caused in whole or in part, directly or indirectly, by a breach by Tenant of its representations, warranties, or covenants under this Section 18, including, without limitation, all costs of defense (including reasonable attorneys' fees and other costs of litigation), all consultants' fees, and all costs of investigation,

repair, remediation, restoration, cleanup, detoxification or decontamination, and/or preparation and implementation of any closure, remedial action or other required plan.

19. **CONDEMNATION.** If the whole of the Premises shall be taken or condemned by any competent authority for any public use or purpose under any statute or by right of eminent domain, or by a private purchase in lieu thereof under threat of such eminent domain proceedings, then in either of such events, this Lease shall expire on the date when the Premises shall be so taken and the rent shall be prorated as of that date. In the event that part of the Premises shall be taken or condemned, and the part so taken shall include any portion of the Improvements on the Premises, then, and in any such event, Tenant may elect to terminate this Lease as of the date possession shall be taken by such authority. Such notice of election to terminate shall be given in writing to Landlord within 90 days after official notice to Tenant of the portion to be taken. All awards from the condemning authority, or all proceeds from a private purchase in lieu of eminent domain, shall be paid solely to Landlord.

20. **DAMAGE OR DESTRUCTION.** If the Premises are damaged or destroyed by any casualty, the Lease shall continue in full force, and Landlord shall repair such damage as soon as reasonably possible, as provided below. Notwithstanding the preceding sentence, if (i) the damage equals 25% or more of the replacement value of the Premises; (ii) the proceeds of Landlord's insurance are not sufficient to repair the damage; or (iii) the damage or casualty is not covered by Landlord's insurance policy, then Landlord may, at its option, either elect to repair the damage as soon as reasonably possible, in which event this Lease shall continue in full force, or, terminate this Lease by giving Tenant written notice of Landlord's election to do so within 60 days after the date of the occurrence of the damage. If Landlord elects to terminate, this Lease will terminate 60 days after Landlord's notice. In no event shall Landlord be required to insure, repair or replace any leasehold improvements, fixtures or other personal property of Tenant; such items being the sole responsibility of Tenant. Pending restoration, a just proportion of the rent due under this Lease shall abate, according to the nature and extent of the impairment to Tenant's ability to access and utilize the Premises, from the date of the destruction until the date upon which the Premises are again available for Tenant's occupancy.

21. **TENANT REPRESENTATIONS:** Tenant hereby represents and warrants that it is a duly formed and existing entity qualified to do business in the State and that it has the power and authority to execute and deliver this Lease and to comply with all of the provisions hereof.

22. **MISCELLANEOUS.**

(a) All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if: (i) delivered to the party at the address set forth below; (ii) deposited into the U.S. Mail, certified or registered mail, postage prepaid, return receipt requested to the address set forth below; or (iii) given to a recognized and reputable overnight delivery service to the address set forth below:

If to Landlord: Osborn Elementary School District No. 8
1226 W. Osborn Road
Phoenix, AZ 85013
Attn: Business Support Services

With a copy to: Udall Shumway PLC
1138 North Alma School Road, Suite 101
Mesa, AZ 85201
Attn: Jessica S. Sanchez, Esq.

If to Tenant: Amazing Arts
4750 N. Central Ave, Unit 6H
Phoenix, Arizona 85013
Attn: Nicholas Murray

or at such other address, and to the attention of such other person, as any party may designate in writing by notice duly given pursuant to this subsection. Notice shall be deemed received (i) when delivered to the Party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving notice paying all required charges and instructing the delivery service to deliver on the following business day.

(b) This Lease will be interpreted according to Arizona law, and will be construed as a whole and in accordance with its fair meaning and without regard to, or taking into account, any presumption or other rule of law requiring construction against the party preparing this Lease or any part hereof. Any dispute or controversy relating to this Lease, including the breach and enforcement thereof, may be brought only in courts in Maricopa County, Arizona.

(c) The provisions of this Lease are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Lease which may remain in effect without the invalid provision or application.

(d) This Lease represents the entire agreement among the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Lease are hereby revoked and superseded by this Lease. This Lease may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Parties.

(e) No third party shall be entitled to rely upon, benefit from or enforce the terms of this Lease. No provision in this Lease is intended to nor shall it in any way inure to the benefit of any third party so as to constitute a third party beneficiary under this Lease.

(f) Each party agrees that there are no commissions, brokerage fees, or any other similar fees arising as a result of, or because of the consummation of this Lease and each party agrees to indemnify and hold the other harmless from any such claim.

(g) Time is strictly of the essence of each and every provision of this Agreement.

(h) If any action is brought by any party in respect to its rights under this Lease, the prevailing party will be entitled to reasonable attorneys' fees and court costs as determined by the court, including attorneys' fees incurred prior to any court or enforcement action that relate to the enforcement hereof.

(i) Each party agrees in good faith to take such further actions and execute such further documents as may be necessary or appropriate to fully carry out the intent and purpose of this Lease.

(j) If the time for the performance of any obligation under this Lease expires on a Saturday, Sunday or legal holiday, the time for performance will be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

(k) The headings of this Lease are for purposes of reference only and will not limit or define the meaning of any provision of this Lease.

(l) This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

(m) The parties agree that they are not currently engaged in, and agree that for the duration of this Lease they will not engage in, a boycott of Israel, as that term is defined in A.R.S. Section 35-393.

(n) No Forced Labor of Ethnic Uyghurs. To the extent A.R.S. § 35-394 is applicable, the Tenant hereby certifies it does not currently, and for the duration of this Lease shall not use: (A) the forced labor of ethnic Uyghurs in the People's Republic of China, (B) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and (C) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date.

**OSBORN ELEMENTARY SCHOOL
DISTRICT NO. 8**

By: _____

Its: _____

Date: _____

AMAZING ARTS AZ

By: _____

Its: _____

Date: _____

EXHIBIT A

Description of the Premises

Encanto School, classroom #301.

Montecito School, Stage Classroom

EXHIBIT B
(as of 8/1/24)

ENCANTO SITE
Rental Rates for Space, Utilities and Custodial Services

	Rate/sq ft	Sq per room	# rooms	Total Monthly
Utilities	\$.50	1000 ft	1 classroom	\$500

MONTECITO SITE
Rental Rates for Space, Utilities and Custodial Services

	Rate/sq ft	Sq per room	# rooms	Total Monthly
Utilities	\$.50	1650 ft	1 classroom	\$825

Custodial	\$6,750/year		10 months	\$675
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TOTAL Monthly				\$2000.00
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OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – IV-I-6

Agenda Item

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

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

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

This agreement provides:

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

Legal

Financial

Governing Board Goals

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

Recommendation

It is recommended that the Governing Board approve the revised space agreement with Southwest Human Development Head Start for 2024-2025sy as presented.

Moved _____ Seconded _____ P/F

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

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

Length of Agreement: This agreement will run for a period of one (1) year, **beginning July 1, 2024, and ending June 30, 2025**, or until renewed upon agreement by both parties for items listed in the Scope of Agreement except for modular units installed and owned by SWHD/EHS/HS. The length of Agreement for the modular units will be for a period of five (5) years, renewable automatically for another five-year term. Both parties agree that in the case of Southwest Human Development, Inc., the HS/EHS Director may sign this contract and other financially related documents. Osborn School district agrees that the Superintendent may sign this contract and other financially related documents.

Scope of Agreement: This agreement provides:

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

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

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

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

SWHD HS/EHS funding will provide the following:

HS/EHS Services:

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

Maintenance:

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

Supplies:

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

SWHD HS Special Grant Projects:

- Special Grants/Projects (as funded):
 - Wolfrap – a program that teaches children basic academic and life skills through active participation in performing arts activities with professional artists in the classroom by exposing children to dancers, musicians, puppeteers and the theater – to be determined.

Insurance:

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

Signatures:

For the Osborn School District

Dr. Michael Robert
Osborn School District Superintendent

Date

For Local Head Start/Migrant and Seasonal Head Start/American Indian/Alaska Native Head Start Agency

Eve Del Real
Early Head Start/Head Start Director
Southwest Human Development

Date

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – IV-I-7

Agenda Item

Renewal of Cooperative Purchasing Agreement with State of Arizona Procurement Office

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

The Business Services Department currently participates in numerous purchasing consortiums in order to maximize our budgets and stay compliant with the many procurement regulations. Purchasing consortiums enable the district to take advantage of economies of scale that, on our own, would never be afforded.

Legal

Financial

Governing Board Goals

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

Recommendation

It is recommended that the Governing Board approve the renewal agreement of Osborn School District with State of Arizona Procurement Office as presented.

Moved _____ Seconded _____ P/F

ARIZONA DEPARTMENT OF ADMINISTRATION

OFFICE OF THE DIRECTOR

100 NORTH FIFTEENTH AVENUE • SUITE 302
PHOENIX, ARIZONA 85007
(602) 542-1500

ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT

State of Arizona Procurement Office

and

Osborn School District #8

(Organization Name – Eligible Procurement Unit)

This Cooperative State Purchasing Agreement ("Agreement") is entered between the parties in accordance with Arizona Revised Statutes §41-2631, *et seq.*, Article 10 Intergovernmental Procurement, which authorizes cooperative purchasing for public procurement units and nonprofit organizations; and the Arizona Administrative Code R2-7-1001, which permits the governing body of any Eligible Procurement Unit to enter into an Agreement with the State for the purpose of utilizing State contracts.

The purpose of this Agreement is to permit the Eligible Procurement Unit named above, hereafter known as the State Cooperative Member, to purchase materials and services from State contractors at the prices and terms expressed in contracts between the State and those State contractors.

In consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result there from, the State and the State Cooperative Member agree as follows:

1. The State shall conduct the procurement in compliance with the Arizona Procurement Code, A.R.S. Title 41, Chapter 23, and its Rules, A.A.C. Title 2, Chapter 7.
2. The specifications for the materials and services will be determined by the State Procurement Administrator or delegated State agencies.
3. The State will identify the State Cooperative Member as an eligible participant in any solicitation intended for general use by State Cooperative Members. In addition, the State may invite the State Cooperative Member to participate in certain exclusive solicitations. Only State Cooperative Members indicating an interest in participating in these exclusive solicitations will be eligible to participate in the resulting State contracts.
4. The State Cooperative Member's use of eligible State contracts is discretionary. Participation in the State Purchasing Cooperative shall not restrict or limit

ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT

member's ability to seek competition as needed. However, the State Cooperative Member shall not use a State contract as a means of coercion to obtain improper concessions, including lower prices, from State contractors or any other suppliers for the same or similar materials or services. The State Cooperative Member is also prohibited from participating in any organization or group that seeks to obtain such concessions from State contractors or other suppliers based on State contracts.

5. The State shall provide the State Cooperative Member with access to listings of all eligible State contracts. The original copy of each State contract is a public record on file with the State. The State's eProcurement System shall provide all contract information available and be used for contract purchases.
6. The State Cooperative Member shall:
 - a.) Ensure that purchase orders issued against eligible State contracts are in accordance with the terms and prices established in the State contract.
 - b.) Make timely payments to the State contractor for all materials and services received in accordance with the terms and conditions of the State contract. Payment for materials or services and inspection and acceptance of materials or services ordered by the State Cooperative Member shall be the exclusive obligation of such unit.
 - c.) Be responsible for the ordering of materials or services under this Agreement. The State shall not be liable in any fashion for any violation by the State Cooperative Member of this Agreement and any related agreements and, with the exception of other Arizona State entities subject to A.R.S. §41-621, the State Cooperative Member shall hold the State harmless from any liability which may arise from action or inaction of the State Cooperative Member relating to this Agreement and any related agreements or their subject matter.
 - d.) Cooperate and assist the State when requested to validate transactions reported by vendors on quarterly usage reports filed with the State Procurement Office.
7. The exercise of any rights or remedies by the State Cooperative Member shall be the exclusive obligation of such unit; however, the State, as the contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it choose to do so.
8. The State Cooperative Member shall endeavor to utilize State contracts to the fullest extent possible. That is, the State Cooperative Member is to make an effort to purchase all items covered under exclusive contracts and shall not fracture

ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT

purchases by means of utilizing line items from alternate contracts. Such practices weaken the State's ability to negotiate lowest possible volume prices. Exclusive contracts are those that offer the State Cooperative member the option to participate exclusively, rather than permissively, and shall be identified as such within the contract documents.

9. Failure of the State Cooperative Member to secure performance from the State contractor in accordance with the terms and conditions of its purchase order does not necessarily require the State to exercise its own rights or remedies.
10. This Agreement shall take effect with execution by both Parties on the date signed by the State Procurement authorized signor, and shall remain in effect until cancelled by either party. The State reserves the right to amend the agreement during the term of the Agreement.
11. This Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511.
12. This Agreement is exempt from the provisions of A.R.S. §§ 11-952(D) and 12-1518.
13. The State Cooperative Member certifies that its organization shall comply with the State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in accordance with A.R.S. Title 41 Chapter 9, Article 4 and Executive Order No. 2023-01 dated January 2, 2023.
14. The State Cooperative Member hereby acknowledges that each State contractor shall be remitting an administrative fee to the State, based upon the member's purchasing volume under the state contracts.
15. The State Cooperative Member authorizes State contractors to release usage information to the State. Usage information shall be limited to the State Cooperative Member's purchasing activity and shall generally consist of, but shall not be limited to, purchase order information including purchase date(s); units purchased, their descriptions and quantities; unit prices and aggregate amounts paid for all materials and services purchased off of the State's contract.
16. The State may terminate this Agreement without notice if the State Cooperative Member fails to comply with the terms of a State contract or this Agreement.
17. Except as provided in Paragraph 16, either of the Parties may terminate this Agreement with at least thirty (30) days written notice to the other party.

ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT

IN WITNESS WHEREOF, the Parties of this Agreement, having caused their names to be affixed hereto by their proper officers, hereby execute this Agreement on the dates indicated hereunder.

FOR THE STATE COOPERATIVE MEMBER:

FOR THE STATE:

Signature: _____

Signature: _____

Name: _____

Authorized SPO Representative

Title: _____

Title: _____

Date: _____

Date: _____

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – IV-I-8

Agenda Item

Renewal of Agreement and Amendment with AzAC

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

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

Legal

Financial

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

Governing Board Goals

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

Recommendation

It is recommended that the Governing Board approve the renewal of participation in the Arizona Assessment Collaborative Intergovernmental Agreement for 2024/2025.

Moved _____ Seconded _____ P/F

**GUST
ROSENFELD**
100 YEARS • 1921-2021

■ ONE E. WASHINGTON, SUITE 1600 ■ PHOENIX, ARIZONA 85004-2553 ■ TELEPHONE 602-257-7422 ■ FACSIMILE 602-254-4878 ■

Carrie O'Brien
602-257-7414
cobrien@gustlaw.com

February 2, 2022

Dr. Michael Robert
Superintendent
Osborn School District
1226 W. Osborn Road
Phoenix, AZ 85013
mrobert@osbornsd.org

Re: Waiver of Potential Conflict of Interest
Arizona Assessment Collaborative IGA

Dear Dr. Robert:

Gust Rosenfeld P.L.C. (the "Firm") has represented and currently represents Osborn School ("Osborn") and Madison Elementary School District ("Madison") in general legal matters. Osborn and Madison now wish to enter into an IGA for the Arizona Assessment Collaborative which allows the participating Districts to work together to provide quality, cost-effective assessment programs and professional development opportunities to improve instruction in their classrooms (the "Agreement"). Osborn has asked the Firm to review the proposed Agreement to determine if it is proper in form. The Firm assisted in drafting the proposed Agreement on behalf of Madison. Dr. Kenneth Baca, Superintendent of Madison, has already approved and waived any potential conflict with respect to the other participants of the IGA. The Firm has already approved the form of the agreement with respect to Madison as well.

Waiver of Conflict of Interest

You acknowledge that I have informed you that the Firm has been asked to represent Osborn with respect to the above-referenced Agreement. By signing this letter, you approve and waive any conflict that might be advanced by such representation.

If a dispute involving the Agreement arises in the future between Osborn and Madison, the Firm would not represent either party in connection with that dispute. In fact, while Osborn and Madison are both clients of the Firm, Gust Rosenfeld will not represent Osborn and Madison against the other in any dispute. In the event of any such dispute, each party would

Dr. Michael Robert

-2-

February 2, 2022

have to retain separate counsel, although we could continue to represent each of you in separate matters unrelated to each other.

If this letter accurately states your understanding and agreement as to the terms and possible limitations on our services, then please execute this letter and return it to me via email and place the original signed letter in the mail. Please call me if you have any questions. Thank you for your assistance in this matter.

Very truly yours,



Carrie L. O'Brien
For the Firm

CO/lb

AGREED AND ACCEPTED:

OSBORN SCHOOL DISTRICT

By: 

Dr. Michael Robert., Superintendent

Arizona Assessment Collaborative

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("**Agreement**") forming the Arizona Assessment Collaborative ("AzAC") is by and among the Madison Elementary School District No. 38, Avondale Elementary School District No. 44, Buckeye Elementary School District No. 33, Creighton Elementary School District No. 14, Fowler Elementary School District No. 45, Glendale Elementary School District No. 40, Liberty Elementary School District No. 25, Litchfield Elementary School District No. 79, Osborn Elementary School District No. 8, Pendergast Elementary School District No. 92, Roosevelt Elementary School District No. 66, Phoenix Elementary School District No. 1, Cartwright Elementary School District No. 83, Saddle Mountain Elementary School District No. 90, Nadaburg Unified School District No. 81 and Wilson Elementary School District No. 7 ("**Participating Districts**").

RECITALS:

A. WHEREAS, the Western Maricopa Collaborative was formed in the fall of 1997, comprised of twelve school districts in western and central Phoenix and;

B. WHEREAS, the parties desire to work together in assessment and related professional development related to provide quality, cost-effective assessment programs and professional development opportunities to allow participating districts to make informed decisions to improve instruction in their classrooms in order to provide high-quality education to all students.

C. WHEREAS, the parties hereto desire to provide joint and cooperative services to member District in order to improve the effectiveness of assessments, conserve resources and reduce procurement cost; and

D. WHEREAS, Madison Elementary School District has the capacity and willingness to serve as the fiscal agent for the AzAC; and

E. WHEREAS, the joint and cooperative purchasing by the AzAC will serve both of those ends and is entered into pursuant to A.R.S. § 11-952, A.R.S. § 15-342 and A.R.S. § 15-213 and A.A.C. R7-2-1191;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

AGREEMENT:

1. Purpose. The Arizona Assessment Collaborative is comprised of a group of school districts who work together in the areas of assessment and professional development to accomplish collaboratively what none of them can do alone. The collaborative is committed to provide quality cost-effective assessment programs and professional development opportunities which allow participating districts to make informed decisions to improve instruction in their

classrooms. These programs and opportunities are imperative to providing high-quality education to all students. The purpose of this agreement is to provide for the joint and cooperative services to the member school districts. These joint and cooperative services include, but are not limited to, the following:

- Development of high quality, technically sound assessments based on the Arizona Academic Standards;
- Production of test materials and score reports;
- Provision of data analysis, including the generation and use of assessment results to monitor the curriculum to improve teaching and learning;
- Implementation of professional development;
- Procurement of materials, supplies, equipment, consulting and contracted services;
- Establishment of program budget to facilitate the activities of the collaborative; and,
- Employment of temporary or part-time personnel

2. Governance. AzAC will establish a Board called the AzAC Executive Board (hereinafter "Board").

- a. The Board will consist of designated representative(s) from each district, and each district will be entitled to one vote. Issues will be decided by majority vote of the Board. Other educational and governmental agencies may attend meetings, but will have no voting rights.
- b. The Board will select a Chairperson. The Chairperson will be responsible for establishing meetings, schedules, agenda and necessary record keeping.
- c. Under the auspices of this agreement, the Board shall approve all programs and activities prior to implementation and shall approve all expenditures incurred for all contracted services to accomplish the goals established by the Board. The Board shall exercise all decision making powers regarding the implementation of this agreement.
- d. The Board will adopt a revenue budget and a fee schedule.

3. Services. The Madison Elementary School District ("Madison" or "fiscal agent") and shall assume the role of fiscal agent for the AzAC and shall assume the responsibility for

procuring services and goods for the AzAC in accordance with the School District Procurement Code (A.C.C. R7-2-1001, *et seq.*)

4. Payment. Madison Elementary School District will pay for services and bill each of the Participating Districts the amounts as set forth in Exhibit D. Such amounts shall be paid to Madison within 30 days of receipt of the invoice.

5. Payments for Goods and Services. Madison will make timely payments for procured goods and services received in accordance with the terms and conditions of such procurements.

6. Remedies.

- a. The exercise of any rights or remedies by the Fiscal Agent shall be at the election of the Fiscal Agent and be the exclusive obligation of the Fiscal Agent.
- b. As required by A.A.C. R7-2-1192.2, the exercise of any rights or remedies by a school district under this Agreement shall be the exclusive obligation of such school district.
- c. As required by A.A.C. R7-2-1192.4, failure of an eligible procurement unit to secure performance or goods in accordance with the terms and conditions of this Agreement does not necessarily require any other school district to exercise its own rights or remedies.

7. Duration. This agreement commences on July 1, 2022 and terminates on June 30, 2026. The commitments and obligations of the district members are intended to be in effect for the entire period during each year in which this agreement is in effect.

8. Termination. If a Participating District terminates its participation, the Agreement shall terminate as to the terminating school district only. Any party may terminate this Agreement by giving sixty (60) days' written notice to Madison and paying all amounts owned by the terminating school district under this Agreement. If a Participating District fails to comply with the terms of this Agreement, the other parties to this Agreement may terminate this Agreement, provided that all parties must pay the amounts on Exhibit A.

9. Finance and Budget of AzAC.

- a. The parties shall contribute funds to the operational fund in accordance with Appendix C, a copy of which shall always be available to the office of the fiscal agent. Appendix C lists contributions by member schools for each year as determined by annually by the Board.

- b. Madison agrees to be responsible for all accounting, audit and contracted services required by this agreement including the following duties and responsibilities:
 - i. Establishment of an operational fund to equal \$500 base membership fee plus \$ 00.20 per student based on ADM, per previous year 100th day ADM in grades K – 8 for each member school (hereinafter “operational fund”).
 - ii. Preparation and distribution of normal and customary financial reports and provide copies of the same to the Board.
 - iii. Control of all accounting functions and activities including maintenance of records, revenue and disbursements.
 - iv. Administration of all bidding and purchasing of supplies and equipment in conformity with all applicable statutes and regulations governing such activities.
- c. Parties to this agreement authorize Madison to retain 3.5% of the total yearly operational fund (dues collected for that fiscal year) for reimbursement for serving as fiscal agent of AzAC.
- d. Yearly disposition of cash balance shall be calculated as follows:
 - i. Cash balance may be expended in a manner consistent with purpose of this Intergovernmental Agreement upon approval of the Board.
 - ii. The districts shall receive their pro-rata share of the remaining cash or be credited for the next fiscal year, after all encumbrances and obligations have been paid, using the same percentage of the total revenue that was contributed by each district. Upon approval of the Board, the remaining cash balance may also be carried forward to the next fiscal year.
- e. Fulfillment of Financial Obligations. A major advantage of Collaborative membership is the reduction of costs for the group’s projects and professional development events. Each district pays for its costs directly to the vendor. The cost of the product or service by all participating districts in the Collaborative is dependent on each district meeting its financial obligations in a timely matter. The financial obligations of members include:
 - i. Periodic in-kind sharing of costs for participating in voluntary professional development activities;

- ii. The district agrees to share the costs of the Collaborative's projects. These costs shall not exceed the amount each district contributes to the operational fund of the Collaborative.
- iii. The district agrees to fulfill its financial obligations in a timely manner.

10. Dissolution of the AzAC. The Collaborative may be dissolved at any time by a majority vote of the Board. Dissolution shall have the effect of terminating this agreement with regard to all parties. Dissolution shall not be effective until all existing financial obligations are satisfied. If the Board votes to dissolve the Collaborative, all real and personal property (e.g. Intellectual Property) shall be promptly sold according to the procedures set forth in the School District Procurement Rules and any funds remaining after all financial obligations are satisfied shall be returned to the member Districts in proportion to each District's financial contribution during the fiscal year in which dissolution occurs.

11. Withdrawal from the AzAC. A member District may withdraw from the Collaborative and cease to be a party to this agreement at the end of any fiscal year, provided that written notice of a District's intention to do so is provided to Madison at least sixty (60) days prior to the end of the fiscal year. A member District that withdraws from the Collaborative shall not be entitled to a return of any funds it has contributed, except that if a cash balance remains at the end of the fiscal year in which the District withdraws and that balance is disbursed to member Districts, the withdrawing District shall receive its pro-rata share of such disbursement.

12. Addition of new Districts into the AzAC. A District may join the Collaborative and become a Participating District at the beginning of any fiscal year through the remaining term of the IGA upon execution of an amendment to the IGA. The new Participating District shall provide notice to Madison at least sixty (60) days prior to the beginning of the fiscal year with approval of the Board and execution of an amendment to the IGA. The addition of any new Districts into the AzAC will not extend the term of the IGA.

13. Commitment of Districts Participating in AzAC. Districts participating in the AzAC pledge the commitment and support of the Superintendent and District Coordinator(s).

- a. **District Superintendent and AzAC Coordinator(s).** The commitment and support of the districts' superintendents as well as the districts' AzAC coordinators (i.e., Director of Curriculum and Instruction, and/or Assessment) are critical to the functioning, effectiveness, and quality of the products, activities, and professional development events of the AzAC. Districts may wish to select two representatives to serve as Coordinators to provide for continuity of participation in AzAC when transitions occur in the district.
- b. **Commitment of Teachers, Support Personnel, and Facilities.** In pursuing the priorities indicated above the commitment of each district of

important participants, support, and facilities is crucial to the work of the Collaborative.

- c. The district commits to the involvement of the following in the assessment development and production processes:
 - i. teachers to assist in the development process;
 - ii. other participants, e.g., technical, secretarial/clerical support personnel;
 - iii. use of facilities such as meeting rooms, computer labs for meetings and workshops.
- d. The district assumes the responsibility of developing participant awareness of and support for the AzAC's efforts related to the projects in which it participates.
- e. The district agrees to provide the release time needed for full participation in the Collaborative's projects and events. The district coordinator(s) will attend all Collaborative meetings; teachers will attend all project development sessions and complete the assigned tasks.
- f. The district further agrees to provide teacher stipends or other means for remunerating participants as needed.

14. Collaborative Assessments and Access to Assessments.

- a. Since the fall of 2000, the Collaborative has developed several assessments. AzAC members shall have access to Collaborative products including test booklets, teacher test administration manuals in English and Spanish, answer sheets and AzAC Item Banks which are accessible through the AzAC designated cloud-based storage. These products include:
 - i. English Language Arts Assessments based on the Arizona College and Career Ready Standards ("AZ CCR")
 - 1. 2nd through 8th Grade Form A and B based on AZ CCR Standards
 - 2. Reading Testlets (NON-SECURE) based on AZ CCR Standards
 - 3. Writing Assessments (NON-SECURE) Text Dependent Written Response

- ii. Mathematics Assessments based on the Arizona College and Career Ready Standards
 - 1. Summative Tests (SECURE) for grades 2, 4, 6 and 7 in English and Spanish
 - 2. Formative Testlets (NON-SECURE) for grades 2 through 8 in English
 - 3. Form A and B based on AZ CCR Standards for grades 2 through 8
- iii. Science
 - 1. Number of items per performance objective, grades four to eight.
 - 2. FORM A, grades four to eight.
- iv. AZACELLA. AZELLA Clone based on ELP Standards
 - 1. Preliteracy Booklets
 - 2. Primary Booklets
 - 3. Elementary Booklets
 - 4. Middle School Booklets
- v. Arizona History and Social Science Assessment Item Bank—Performance Assessment Items based on Arizona College and Career Ready Standards
 - 1. Grades 3-5 Performance Assessment Items (NON-SECURE)
 - 2. Grades 6-8 Performance Assessment Items (NON-SECURE)
- b. **Access to Collaborative Products.** The Collaborative has focused its assessment development work in the areas of reading, mathematics, writing, science and English language acquisition. Collaborative District agrees to use the assessment materials according to the assessment purposes and testing conditions for which the tests were designed.

Collaborative District agrees to contribute its assessment results to the Collaborative's database. Development contributions have included one or more of the following:

- i. The involvement of teachers and district curriculum consultants in the assessment development process (basic requirement);
 - ii. The cost of the development of score reports and other testing materials;
 - iii. The production of camera-ready tests for printing booklets.
- c. **Use of the Assessments and Materials.** The assessments and administration materials were designed to be used for the summative, formative, and diagnostic purposes indicated. They should be used for these purposes and administered under the testing conditions for which they were designed. AzAC intends to continue to create new assessments in the future and reserves the right to provide those assessments to participating AzAC Districts. Participating Districts shall also have access to general assessment support resources and other similar written materials.
- d. **Test Security.** The same test security procedures used for the State assessments will be observed.
- i. The district and participants agree to maintain the security of the tests indicated above. Security expectations and procedures akin to those for the State assessments will be observed. In particular, the following measures are required:
 1. All test booklets will be accounted for and stored in a secured district facility;
 2. Administrators will sign a test security oath;
 3. Teachers will keep the test booklets in a secure place in the classroom during the administration when booklets are not being used.
- e. **Collaborative Database.** To help develop assessment achievement benchmarks, the Collaborative has developed a database that includes all districts that administer the assessments. The data are analyzed and results are reported only for the group as a whole. The Collaborative will not release assessment results by district or for district comparisons. If districts wish to share their results with other districts, it must be done independently.

- f. The district agrees to contribute its assessment results to the Collaborative's database.

15. Each Participating District designates its AzAC District Coordinators as a person with authority for their District to determine whether certain personally identifiable information may be released in accordance with the Family Education Rights and Privacy Act to the AzAC. AzAC shall use aggregate and de identified student data whenever possible. Any disclosure of personally identifiable information will be subject to a separate data sharing agreement written in accordance with the best practices of the United States Department of Education's Privacy Technical Assistance Center. AzAC Districts agree to maintain the confidentiality of personally identifiable student information as required by state and federal law. More specifically, AzAC Districts agree:

- a. To properly maintain personally identifiable student data in accordance with the AzAC District's policy governing Student Records.
- b. To share findings of research projects that utilize AzAC data in a manner that does not disclose personally identifiable student information.
- c. To acknowledge the AzAC in publications that utilize AzAC data.
- d. Not to further disclose the AzAC data or to transmit the data to third parties.
- e. To provide reasonable notice of any suspected breach of the AzAC data.

16. Data Privacy and Security. All participating Districts agree to ensure the adequate physical security, network/machine security and application security of any Personally Identifiable Information provided or maintained under this Agreement. To effectuate these provisions, participating Districts agrees to limit access to the data provided under this Agreement only to those authorized persons who have a legitimate interest in the data and maintain all data received pursuant to this Agreement in a secure manner, separate from all other data files, and not copy, reproduce, or transmit data obtained pursuant to this Agreement.

17. Assignments. No part of this Agreement may be assigned to any agency not a party to this Agreement without the written consent of all parties.

18. Entire Agreement. This Agreement contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made only in writing and signed by the parties to this Agreement. This Agreement may be signed individually by each participating school district in separate counterparts and such signatures shall be construed so as to include the entire Agreement among and between the parties.

19. Severability. The parties agree that 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 and shall be binding on the parties.

20. Conflict of Interest Cancellation. As required by A.R.S. § 38-511, the parties acknowledge and agree that either party may, within three years after its execution, cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of either party 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.

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

22. Resolution. If there is a dispute, which is the subject of mandatory arbitration provisions of A.R.S. § 12-133, the parties shall submit the matter to binding arbitration in compliance with A.R.S. § 12-1518.

23. Conflict Waiver. The parties to this Agreement acknowledge that they are aware that the same attorney, may be chosen as the attorney for other parties to this Agreement. The signing party acknowledges that it is aware of a potential conflict of interest, which may arise by virtue of these attorneys' representation of other parties to this Agreement and waives such potential conflict. The parties employing the same attorney or firm understand and agree that should an actual conflict arise out of the terms of this Agreement, that the attorney and firm shall be unable to represent either party in the dispute.

24. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The parties each retain the legal right to randomly inspect the papers and records of the other parties and the other parties' subcontractors who work under this Agreement to ensure that the other parties and their subcontractors are complying with the above-mentioned warranty. The parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other parties. Each party and its respective subcontractors shall cooperate with the other parties' random inspections including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

25. No Boycott of Israel. By entering into this contract, the parties certify that they are not currently engaged in, and agree for the duration the Agreement to not engage in, a boycott of Israel.

26. Indemnification. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

27. Notices. All notices under this Agreement shall be in writing and shall be sent to the designated representative of the parties at the addresses set forth in Attachment A, and shall be deemed to have been duly given on the date of service if sent facsimile (provided a hard copy is sent in one of the manners specified herein), or on the day following service if sent by overnight courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested.

28. Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for the purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits which may accrue.

Each party shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

"All employees are hereby further notified that they may be required to work under jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona, to be employees of both public agencies for the purposes of workers' compensation."

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

Osborn School District:

[Signature]
Superintendent

3-23-22
Date

INTERGOVERNMENTAL DETERMINATION

In accordance with A.R.S. § 11-952, the foregoing Agreement has been reviewed by the undersigned attorneys who have determined that said Agreement is in proper form and is within the powers and authority granted to the public body represented by their respective attorneys.

Date
Attorney for the School District

AZAC uses social media as outlined in Appendix D (facebook, twitter, etc) to advertise the accomplishments and strategies it employs with its member districts. Districts may choose to elect NOT to have their specific Districts or students mentioned in the publications by executing as follows:

_____ Member district gives permission for AZAC to use the District's name as a part of any publication on social media or otherwise.

_____ Member district DOES NOT give permission for AZAC to use the District's name as a part of any publication on social media or otherwise.

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

Osborn Elementary School District:

Superintendent

Date

INTERGOVERNMENTAL DETERMINATION

In accordance with A.R.S. § 11-952, the foregoing Agreement has been reviewed by the undersigned attorneys who have determined that said Agreement is in proper form and is within the powers and authority granted to the public body represented by their respective attorneys.



Carrie O'Brien

Attorney for the School District

March 7, 2022
Date

AZAC uses social media as outlined in Appendix D (facebook, twitter, etc) to advertise the accomplishments and strategies it employs with its member districts. Districts may choose to elect NOT to have their specific Districts or students mentioned in the publications by executing as follows:

_____ Member district gives permission for AZAC to use the District's name as a part of any publication on social media or otherwise.

_____ Member district DOES NOT give permission for AZAC to use the District's name as a part of any publication on social media or otherwise.

Appendix A

**Arizona Assessment Collaborative
District Members List as of July 1, 2022**

Avondale Elementary School District
Buckeye Elementary School District
Cartwright Elementary School District
Creighton Elementary School District
Fowler Elementary School District
Glendale Elementary School District
Liberty Elementary School District
Litchfield Elementary School District
Madison Elementary School District
Osborn Elementary School District
Pendergast Elementary School District
Phoenix Elementary School District
Roosevelt Elementary School District
Saddle Mountain Unified School District
Nadaburg Unified School District
Wilson Elementary School District

Appendix B

Criteria for Data Sharing

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

Data Set: _____

Data Elements	Description

Data Set: _____

Data Elements	Description

(Attach additional sheets and descriptions as necessary)

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

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

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

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

Appendix C
Data Custodians

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

Name	Title/Agency	Signature
1.		
2.		
3.		
4.		
5.		
6.		

Appendix D

Member Contributions for 202__-202__
Based on 100th day counts to be determined in April or May of each
year

Member:

Contribution:

Avondale Elementary School District

Buckeye Elementary School District

Cartwright Elementary School District

Creighton Elementary School District

Fowler Elementary School District

Glendale Elementary School District

Liberty Elementary School District

Litchfield Elementary School District

Madison Elementary School District

Osborn Elementary School District

Pendergast Elementary School District

Phoenix Elementary School District

Roosevelt Elementary School District

Saddle Mountain Unified School District

Nadaburg Unified School District

Wilson Elementary School District

Appendix E

AZAC Social Media Policy and Guidelines

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

Social Media Coordinator Roles and Responsibilities

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

Social Media Committee Members

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

Social Media Post Creation Procedures

- AzAC members will submit proposed posting to Social Committee Members
- AzAC members will acquire photo releases when appropriate

- At minimum, the Social Media Coordinator and one other Social Committee Member will edit, deny, or approve the proposed posting based on AzAC Social Media Guidelines
- AzAC Social Media postings will only be placed on social media locations approved by the AzAC Board
- Social media postings will be limited to topics that are directly related to AZAC work. IE: AZMERIT blueprints and relation to AZAC Testlets blueprints

Guidelines for the Creation of All AzAC Social Media Communications

AZAC will use social media (facebook, twitter, etc) to advertise the accomplishments and strategies it employs with its member districts. Districts may choose to elect NOT to have their specific Districts or member participants mentioned in the publications by executing the opt-out clause contained in the IGA. AzAC postings will be limited to content that meets one or all of the provide Guidelines for creating social media communications.

- Communicate Mission of AzAC and Membership Benefits
- Communicate Progress and Purpose of AzAC Projects and Accomplishments
- Communicate AzAC Research Findings
- Recognize Member Participation in AzAC Projects
- Recognize AzAC Membership
- Recognize recent informational publications that are directly related to AzAC projects
- Recognize recent informational publications of education affiliated organizations directly related to AzAC projects

Setting up Social Media

Social media identities, logon ID's and user names may not use AzAC's name without prior approval from the Social Media Committee Project Leadership. Official AzAC graphics will be used for all AzAC profiles.

Confidential Information

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

Privacy Protection

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

Copyright Laws

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

AzAC Posting Errors

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

Equal Opportunities Policy

AzAC does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, subcontractors, vendors, and clients.

*GUST
ROSENFELD*
ATTORNEYS SINCE 1921 P.L.C.

■ ONE E. WASHINGTON, SUITE 1600 ■ PHOENIX, ARIZONA 85004-2553 ■ TELEPHONE 602-257-7422 ■ FACSIMILE 602-254-4878 ■

JENNIFER N. MACLENNAN
602-257-7475
FAX: 602-340-1538
macleNNan@gustlaw.com

October 14, 2022

Lisa Nye
Osborn School District No. 8
1226 W. Osborn Road
Phoenix, AZ 85013

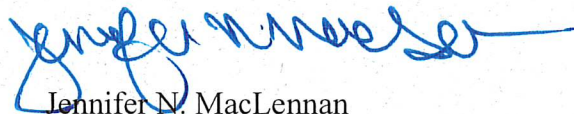
Re: *Arizona Assessment Collaborative IGA – First Amendment*

Dear Lisa:

Enclosed is a fully executed original and two signed signature pages of the above-referenced agreement.

Please be advised that this law firm represents Madison Elementary School District and assisted in the drafting and revising of the IGA. We also represent other parties to the agreement and may be asked to approve the IGA for them. If you have any questions regarding our representation, please contact me.

Very truly yours,



Jennifer N. MacLennan
For the Firm

JNM:pjs
Enclosure
1549352.7
019221-00399

**FIRST AMENDMENT
TO
INTERGOVERNMENTAL AGREEMENT
FOR
ARIZONA ASSESSMENT COLLABORATIVE
TO ADD AS A PARTICIPATING DISTRICT THE
DYSART UNIFIED SCHOOL DISTRICT NO. 89**

This First Amendment to the Intergovernmental Agreement for the Arizona Assessment Collaborative ("AzAC IGA") (this "Amendment") is made and to be effective as of **July 1, 2022** by and among Madison Elementary School District No. 38, Avondale Elementary School District No. 44, Buckeye Elementary School District No. 33, Creighton Elementary School District No. 14, Fowler Elementary School District No. 45, Glendale Elementary School District No. 40, Liberty Elementary School District No. 25, Litchfield Elementary School District No. 79, Osborn Elementary School District No. 8, Pendergast Elementary School District No. 92, Roosevelt Elementary School District No. 66, Phoenix Elementary School District No. 1, Cartwright Elementary School District No. 83, Saddle Mountain Elementary School District No. 90, Nadaburg Unified School District No. 81 and Wilson Elementary School District No. 7 (collectively "Participating Districts") and Dysart Unified School District No. 89 ("Dysart").

RECITALS

WHEREAS, the Participating Districts entered into an Intergovernmental Agreement for the Arizona Assessment Collaborative effective July 1, 2022 (the "Agreement") to enable the Districts to work together in assessment and professional development.

WHEREAS, Dysart desires to join the Arizona Assessment Collaborative effective July 1, 2022 and intends to be bound to the same obligations contained in the Agreement.

WHEREAS, the Participating Districts and Dysart desire to enter into this Amendment to add Dysart to the Arizona Assessment Collaborative..

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Participating Districts and Dysart, hereby agree as follows:

1. **Adding Dysart as a Participating District.** The Dysart Unified School District No. 89 is hereby added to the Arizona Assessment Collaborative as a Participating District effective July 1, 2022. The Agreement is attached and incorporated herein as Exhibit 1. Dysart agrees to be bound by the terms of the Agreement in the same manner as other members of the Arizona Assessment Collaborative.

2. **Funding.** Dysart shall be responsible for payments outlined in the AzAC IGA at Exhibit D payable to fiscal agent Madison Elementary School District.

3. Notices. Notices required under the AzAC IGA shall be delivered to Dysart at:

Superintendent
Dysart Unified School District No. 89
15802 N. Parkview Place
Surprise, AZ 85374

4. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

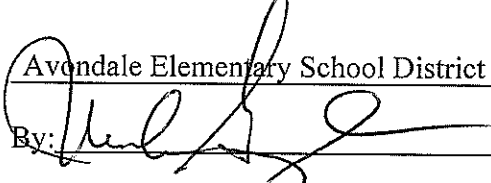
5. Conflicting Terms. In the event that any inconsistency, conflict or ambiguity among the terms of this Amendment and the Agreement, this Amendment shall control.

6. Counterparts. This Amendment may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year appearing above.

PARTICIPATING DISTRICT:

Avondale Elementary School District
By: 

Its: Mark Gonzales, Governing Board President

Date: October 6, 2022

The undersigned attorney acknowledges that this Agreement is in proper form and within the power and authority granted under the laws of the State of Arizona to Participating District.

ATTORNEY FOR PARTICIPATING DISTRICT:

By: _____

Name: _____

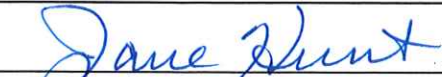
Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year appearing above.

PARTICIPATING DISTRICT:

Buckeye Elementary School District No. 33

By: 

Its: _____

Date: 11/7/2022

The undersigned attorney acknowledges that this Agreement is in proper form and within the power and authority granted under the laws of the State of Arizona to Participating District.

ATTORNEY FOR PARTICIPATING DISTRICT:

GUST ROSENFELD

By: 

Name: Carrie O'Brien

Date: October 14, 2022

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year appearing above.

PARTICIPATING DISTRICT:

Creighton Elementary School District

By: _____

Its: _____

Date: _____

The undersigned attorney acknowledges that this Agreement is in proper form and within the power and authority granted under the laws of the State of Arizona to Participating District.

ATTORNEY FOR PARTICIPATING DISTRICT:

Gust Rosenfeld


By: Carrie O'Brien

Name: Carrie O'Brien

Date: July 15, 2022

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Dysart Unified School District No. 89

By: 
Its: Jim Dean, Ed.D., Acting Superintendent
Date: July 28, 2022

The undersigned attorney acknowledges that this Agreement is in proper form and within the power and authority granted under the laws of the State of Arizona to Dysart Unified School District No. 89 of Maricopa County, Arizona.

ATTORNEY FOR DYSART UNIFIED SCHOOL DISTRICT:

GUST ROSENFELD

By: 

Name: Carrie O'Brien

Date: June 30, 2022

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year appearing above.

PARTICIPATING DISTRICT:

Kimberly Guerin
By: Dr. Kimberly Guerin
Its: Superintendent
Date: 7/14/22

The undersigned attorney acknowledges that this Agreement is in proper form and within the power and authority granted under the laws of the State of Arizona to Participating District.

ATTORNEY FOR PARTICIPATING DISTRICT:

By: _____

Name: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year appearing above.

PARTICIPATING DISTRICT:

Martin Quintana
By: M Quintana
Its: COO
Date: 7/25/2022

The undersigned attorney acknowledges that this Agreement is in proper form and within the power and authority granted under the laws of the State of Arizona to Participating District.

ATTORNEY FOR PARTICIPATING DISTRICT:

By: _____

Name: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year appearing above.

PARTICIPATING DISTRICT:

Osborn School District
By: [Signature]
Its: Superintendent
Date: 10-24-22

The undersigned attorney acknowledges that this Agreement is in proper form and within the power and authority granted under the laws of the State of Arizona to Participating District.

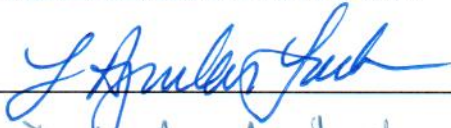
ATTORNEY FOR PARTICIPATING DISTRICT:

By: [Signature]
Name: Steven MacLennan
Date: 10/14/22

[SIGNATURES CONTINUE ON FOLLOWING PAGES]


IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year appearing above.

PARTICIPATING DISTRICT:


By: Dr. GeeAnn Aguilar Lawlor
Its: Superintendent
Date: 10/20/22

The undersigned attorney acknowledges that this Agreement is in proper form and within the power and authority granted under the laws of the State of Arizona to Participating District.

ATTORNEY FOR PARTICIPATING DISTRICT:

By: 
Name: Jeffrey E. Stratman, Esq.
Date: 10/6/2022

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year appearing above.

PARTICIPATING DISTRICT:

Witchfield Elementary School District

By: [Signature]

Its: Jodi Gunning, Superintendent

Date: 8/9/2022

The undersigned attorney acknowledges that this Agreement is in proper form and within the power and authority granted under the laws of the State of Arizona to Participating District.

ATTORNEY FOR PARTICIPATING DISTRICT:

By: [Signature]

Name: Stefan MacLennan

Date: 8/3/22

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Dysart Unified School District No. 89

By: _____

Its: _____

Date: _____

The undersigned attorney acknowledges that this Agreement is in proper form and within the power and authority granted under the laws of the State of Arizona to Dysart Unified School District No. 89 of Maricopa County, Arizona.

ATTORNEY FOR DYSART UNIFIED SCHOOL DISTRICT:

By: _____

Name: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

EXHIBIT 1

OSBORN SCHOOL DISTRICT NO. 8
September 17, 2024
Board Meeting

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

Agenda Item Number – IV-J

Agenda Item

Approval of Certified Evaluators for 2024-2025

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

The Governing Board is required to approve the list of Qualified Evaluators who have completed the NIET evaluator certification process for the year. We ask your approval of the following individuals who have passed the recertification requirements for the 2024-2025 school year.

School	Principal	Master Teachers	Mentor Teachers
CLA	Jeff Martin	Lisa Hunt Hilda Palache-Leon	Beth Anderson Jorge Meza
ENC	Kimberly Fernandez	Amanda Merrill Maria Garcia	Ashley Goetter Kimberly Pavlisik Linda Barnett
LNV	Ken White	Clare Maynard Araceli Cecena	Sammi Wright Brianna Sawyer Charles Barton
OMS	Carol Hayes Allison Ahl	Jennifer Linn Erin Tikovisch	CJ Cooper Liza Heath Jim Hess
SOL	Therea Nickolich	Joan Bucklew Brian Blanck	Kat Perez Desiree Gerrard Mildred Fuentes

Legal

Financial

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Governing Board Goals

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

Recommendation

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

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – K

Agenda Item

Approval of Hearing Officers for Student Discipline and Personnel Matters

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

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

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

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

Legal

Financial

Governing Board Goals

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

Recommendation

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

Moved _____ Seconded _____ P/F



Hearing Officer Contact Information

Last Updated June 21, 2024

Name	Location	Email	Phone
Betsy Ajeman	Willcox, AZ	cajeman@vtc.net	(520) 609-4320
Trish Alley	Cottonwood, AZ	trishalley77@gmail.com	(928) 814-0731
Amanda Amann	Bullhead City, AZ	aamann13@gmail.com	(602) 770-6015
Richard Baniszewski	Chandler, AZ Heber, AZ	dbano2000@yahoo.com	(480) 694-2493
Maria Berecin-Rascon	Arizona City, AZ	mberecin@gmail.com	(520) 560-7935
Karyn Blair	Tucson, AZ	Karyn.Blair@nau.edu	(520) 834-4260
Philip Bonds	Casa Grande, AZ	cortezbluephotography@yahoo.com	(920) 531-8817
Ric Borom	Gilbert, AZ	rborom@gmail.com	(480) 988-9970
Danny Brown	Prescott, AZ	dsbrown1965@yahoo.com	(928) 443 7391 (928) 713 4422 (cell)
L. Jim Burrow	Page, AZ	l.jim.burrow@gmail.com	(928) 660-3084 (cell) (928) 660-3088
Clint Bushbaum	Peoria, AZ	clintbushbaum@gmail.com	(623) 302-8123
William Butler	Avondale, AZ	will.butler@teachanddevelop.com	(801) 244-2995
Fred Coates	Chandler, AZ	fredjcoates@gmail.com	(480) 201-8827
Gina Covert	Bullhead City, AZ	CovertGina27@gmail.com	928-201-0485
Alan Duarte	Glendale, AZ	aduarte7@cox.net	(623) 516-0813

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

Name	Location	Email	Phone
Abedon Fimbres	Phoenix, AZ	abedon@yahoo.com	(602) 326-9155
Sam Goodman	Queen Creek, AZ	stg3710@gmail.com	(480) 772-7479
D.J. Harris	Tempe, AZ	djharris60@yahoo.com	(480) 233-2522
Tom Hernandez	Litchfield Park, AZ	Wolverinestuhs2007@gmail.com	(602) 329-0880
Jean Hunt	Wickenburg, AZ	jbell3632@msn.com	(928) 671-0371
Steve Jacott	Globe, AZ	stevejacott@yahoo.com	(928) 701-3879
Neil Johnson	Yuma, AZ	NjohnsonHO@gmail.com	(928) 246-8155
Mark Knight	Chandler, AZ	markvernonknight@gmail.com	(480) 246-2729
Jim Lockwood	Gilbert, AZ	jim.lockwood@gilbertschools.net	(602) 531-2386
Allen Mitchell	Cottonwood, AZ	eamitchellret@gmail.com	(928) 215-6047
Hailee Nanchy	Avondale, AZ	hnanchy@chooseaesd.org	(623) 262-0226
Kimberley Parkinson	Tucson, AZ	parkinsk@msn.com	(520) 203-4676
Jeff Peters	Chandler, AZ	jpeters@thecapacitybuilders.com	(480) 235-1121
Jim Poquette	Phoenix, AZ	jimpoquette@gmail.com	(602) 820-8225
Sherri Rosalik	Tucson, AZ	sherrirosalik@gmail.com	(520) 955-3573
Klissa Rueschhoff	Glendale, AZ	krueschhoff@gmail.com	(602) 309-2872
Greg Schalow	Show Low, AZ	gjschalow@gmail.com	(928) 892 2859
John Scholl	Prescott, AZ	schollj1008@gmail.com	(928) 583-4834
Dan Serrano	Chandler, AZ	dserrano0250@gmail.com	(480) 510-7226

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

Name	Location	Email	Phone
John Speer	Phoenix, AZ	johncspeer@gmail.com	(602) 769-4340
Barbara Surloff	Phoenix, AZ	blsurloff@icloud.com	(480) 876-8616
Roberto Thompson	Tucson, AZ	abelard42@yahoo.com	(520) 425-7408
Tom Tyree	Yuma, AZ	ttyree@stedy01.org	(928) 210-7213
Barbara U'Ren	Sedona, AZ	barbarauren7@gmail.com	(928) 300-3623
James Walker	Gilbert, AZ	Walkerj79@gmail.com	(708) 935-5458

Name	Location	Email	Phone
Katie Walker	Douglas, AZ	rkwalker2800@msn.com	(520) 234.6385
John Warren	Topock, AZ	jwarren@topockschool.com	(928) 863-8615 (928) 763-3344
Joe Williams	Florence, AZ	freedomrider55@hotmail.com	(480) 320-0058
Terry Williams	Chandler, AZ	Chito1998@cox.net	(480) 812-7707
Karen Winterstein	Sun City, AZ	kswinters14@gmail.com	(602) 679-5309
Michael Wright	Lakeside, AZ	mwright@brusd.org	(480) 686-0792
Monica Wright	Tucson, AZ	Hardeegirl_1@msn.com	(520) 730-9199
Russ Young	Queen Creek, AZ	russ.young@cox.net	(602) 616-5728

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – IV-L

Agenda Item

Approval of School Facility Division Building Renewal Grants Terms & Conditions

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

This agreement outlines the terms and conditions for acceptance of Building Renewal Grant Funds, from the School Facilities Division. The attached terms and conditions outline the distribution and use of these funds not just for this project but for potential future BRG eligible projects.

The current project(s) eligible for Building Renewal Grant funds include:

Longview- grease interceptor replacement

Legal

Financial

Governing Board Goals

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

Recommendation

It is recommended that the Governing Board approve the terms and conditions of the SFD Building Renewal Grant Funds, for the current and future BRG eligible projects.

Moved _____ Seconded _____ P/F

SCHOOL FACILITIES DIVISION

Adopted: December 4, 2008

Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016,

December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020, May 6, 2020, May 4, 2022, April 5, 2023

TERMS AND CONDITIONS FOR ACCEPTANCE OF MONIES FROM BUILDING RENEWAL GRANT FUND

School District: Osborn Elementary District

School: Longview Elementary School

BRG Project Number: BRG-006419

Project Title: Grease interceptor replacement

1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the School Facilities Division (SFD, or "Division") from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §41-5732, §41-5701, and §41-5702.

These monies are being awarded to the District for the purpose of maintaining the adequacy of existing school facilities owned by school districts that are required to meet the minimum adequacy standards for student capacity and that fall below the minimum school facility guidelines found in A.A.C. Title 7, sections R7-6-101 through R7-6-276. Districts are prohibited from using monies from the Fund awarded pursuant to these Terms and Conditions on any project that is in a building, or part of a building, that is being leased to another entity. All monies used must be in compliance with the statutory requirements found in A.R.S. §41-5732, A.A.C. Title 7 section R7-1-101, and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

2. TERM OF TERMS AND CONDITIONS

The term of these Terms and Conditions shall begin on the initial date of the performance period and shall continue until the project is closed, pursuant to Paragraph 4.2. A project shall be complete within 12 months per A.R.S. §41-5732.

2.1 ABANDONMENT OF THE PROJECT

A Project or phase grant may be considered to be abandoned if the acceptance process, including, the submittal of the purchase order(s) has not been completed by the District within four months of award of funding or the project has had no activity in over a 6 month period. In such an instance, the project or phase grant may be subject to administrative closeout and any monies awarded may be de-obligated from the project or phase grant and returned to the fund. Abandonment of a project does not relieve a District of its obligation to correct the deficiency and

maintain compliance with Minimum Adequacy Guidelines.

3. FINANCIAL CONDITIONS

The District will accept a grant from the Fund in accordance with all applicable state statutes and rules, and will expend the funds in compliance with all provisions of such statutes and rules, including but not limited to, the following:

- 3.1. Use of fiscal control and fund accounting procedures as prescribed in the Uniform System of Financial Records, which will ensure proper disbursement of, and accounting for, monies paid to the District from the Fund;
- 3.2. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines;
- 3.3. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;
- 3.4. Compliance with any applicable federal, state and local health or safety requirements;
- 3.5. Compliance with any applicable Division of School Facilities Performance Specifications;
- 3.6. The Division of School Facilities will require Design Scope Development meetings with the selected architect before any funding is made available for Construction phase grant. School district non-compliance with these Terms and Conditions may result in the delay of phase grant awards in Procurement and/or Construction;
- 3.7. Professional services deliverables will be submitted to the Division of School Facilities via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.
- 3.8. Further requests for funds in the form of subsequent phases, change orders, supplemental funding requests, and other requests outside of the project scope as described in the Terms and Conditions may be deemed ineligible upon review by the Division staff. These determinations are appealable as authorized in A.R.S. § 41-5702 (A) (5) (i). Staff will provide guidance and technical assistance to the district in meeting program requirements. The final determination of the SFD or the Board are appealable agency actions as detailed in § 41-5702 (A)(5) (i) and subsection and 8. of these Terms and Conditions.
- 3.9. Failure to comply with any term or condition required by this Agreement may result in a delay in the processing of payment applications and change orders.

3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS

The District will maintain records as required by the Uniform System of Financial Records and provide access to those records to the SFD as necessary to perform its duties. The District will cooperate with the SFD or the Auditor General or any of their authorized representatives when

audits are conducted as authorized by law. This cooperation includes access without unreasonable restrictions to the District's records and personnel for the purpose of obtaining relevant information.

3.2 SURPLUS FUNDS

If the final cost of the Project or the phase grant is less than the amount awarded by the SFD, the SFD shall de-obligate the remaining monies from the project or phase grant at closeout.

3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

The District shall notify the DSF if any unforeseen conditions arise during project implementation. The SFD will direct the District on how to proceed. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from the Division to proceed. The Change Order is not considered executed until signed by the SFD. The Change Order will also indicate any changes to the contract value, contract schedule, and contract scope. No work shall proceed without a fully executed Change Order. Any work the school district approves prior to the executed change order is the financial responsibility of the school district.

Pursuant to A.R.S. §41-5701.02.I.2., if a school district approves (If the District issues a purchase order or authorizes start of the work) work referenced in a change order before the SFD approves the Change Order, the school district is responsible for the cost and construction of the project ('The Project' is defined for the purposes of the Change Order as the work defined in the Change Order).

3.4 LOCAL FUNDS

If the District intends to supplement the Project or phase grant with additional funds, the District shall provide to the SFD an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the funding source and the amount being committed in each project or phase grant.

Elective upgrades to facilities, excluded spaces in excess of 10%, district administrative spaces, grade configuration updates of facilities, or program changes limited by "built as designed" plans are ineligible for BRG funds, notwithstanding campus-wide and/or multi-building building systems, such as, but not limited to fire alarms, intercoms, central plants, wastewater treatment plants and wells.

3.5 DISBURSED FUNDS

Any work the school district approves prior to receiving an award notice or an executed change order is the financial responsibility of the school district. The District shall return any disbursed monies to the SFD, and reimburse the Fund for monies spent without proper authorization from the SFD within thirty (30) days of being notified by the SFD.

3.6 FUTURE REPAIRS – THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT

To the extent allowed by law, if the District has contributed local funds to pay for an upgrade of the Project beyond that required by the minimum school facilities guidelines; any increase in the cost of a future repair or replacement shall be paid for proportionally according to the original cost sharing.

4. REPORTING REQUIREMENTS

The District will make reports to the SFD as requested, and will cooperate with any evaluation of the grant and/or project as required by the SFD. All expenditures and projects are subject to audit. All construction and related contracts entered into by the District shall contain a clause that will permit the SFD and/or the District to audit the contract.

4.1 PUBLIC RECORD

Any application, report or plan, including school designs or architectural drawings relating to the funded Project in the possession of the District or its agents or designees is deemed a public record as defined by Arizona law.

4.2 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT

The District shall complete a final financial report in each phase grant before initiating an application for subsequent phase grants. The project closeout shall be completed upon submission of the final project payment request.

The District shall maintain records for five years following the completion of the project, which show:

- a. The amounts received from the Fund;
- b. How the District spent the monies received from the Fund;
- c. The total cost of the project and each phase grant;
- d. The share of the total cost provided from other sources;
- e. A list of all change orders that were approved and denied for each phase grant.

5. INSURANCE REQUIREMENTS

For all construction projects, the District agrees to secure insurance coverage for purposes of general liability, property damage and workers' compensation and secure performance and payment bonds. Projects as a result of weather-related or other insurable incidences shall be initiated by an insurance claim and partnerships reported.

6. AUDIT OF RECORDS

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

each subcontractor to retain all data, books and other records ("records") relating to these Terms and Conditions for a period of five years after completion of these Terms and Conditions. All records shall be subject to inspection and audit by the State for five years after the termination of these Terms and Conditions.

7. AVAILABILITY OF FUNDS

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

8. APPEALABLE AGENCY ACTION

Pursuant to 41-5702 (A)(5) (i) and subsection P, Building Renewal Grant requests are an appealable agency action.

SFD Staff shall notify a school district in writing that the proposed project does not meet eligibility criteria. The written notification shall include documentation to support the staff's determination that the proposed project does not meet the eligibility criteria. The SFD will send written notification to the school district after the final decision that the school district is not eligible. The school district may directly appeal the staff's determination of ineligibility to the director or designee. The school district may directly appeal the director's determination of ineligibility to the board.

A school district may appeal the denial of a request for monies or any other appealable Division action pursuant to title 41, chapter 6, article 10. For the purposes of this subsection, "appealable agency action" has the same meaning prescribed in section 41-1092.

8. RESOLUTION OF DISPUTES

The Parties to these Terms and Conditions agree to resolve all disputes arising out of or relating to these Terms and Conditions through arbitration, after exhausting applicable administrative review (pursuant to Title 41, Chapter 6, Article 10), to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

9. NON-DISCRIMINATION

The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that Districts for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability. However, Tribal Nations are exempt from the definition of employer for both Federal and State Civil Rights Act.

10. TERMINATION

Each party shall have the right to terminate this Agreement by notifying the other party in writing of the termination at least thirty (30) days prior to the effective date of said termination. If the Agreement is terminated by the - SFD, the District shall be paid for all allowable costs incurred prior to the date of termination, and the cost determined appropriate by the SFD to de-mobilize the contractor from the work site, if applicable.

The payment of costs are subject to audit verification by the SFD or its duly authorized representative.

If the Agreement is terminated by the District, the District is still responsible for correcting the deficiency and maintaining compliance with Minimum Adequacy Guidelines.

11. ASSIGNMENT AND DELEGATION

Neither party may assign any rights hereunder without the express, prior written consent of both parties.

12. CANCELLATION FOR CONFLICT OF INTEREST

The parties acknowledge that these Terms and Conditions are subject to the cancellation provisions set forth in A.R.S. §38-511.

13. ENTIRE AGREEMENT

These Terms and Conditions contain the entire understanding of the parties hereto. There are no representations or provisions other than those contained herein. Any amendment or modification of these Terms and Conditions shall be consistent with Section 1 of these Terms and Conditions.

14. APPLICABLE LAW

These Terms and Conditions shall be governed and interpreted by the laws of the State of Arizona.

15. THIRD PARTY ANTITRUST VIOLATIONS

The District assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the District toward fulfillment of these Terms and Conditions.

16. PROGRAM REVIEW AND SITE VISITS

The SFD has the right to make site visits at reasonable intervals for purposes of review of Project accomplishments and management control systems and to provide technical assistance, if required. The District will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to the SFD in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

17. RIGHT TO USE, DUPLICATE AND DISCLOSE

The SFD may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by Federal and State laws and regulations, all information relating to these Terms and Conditions.

The District agrees that any negotiations, agreements, and/or contracts between the District and Architect(s) for the design of the Project shall provide that the SFD retains the right to use design documents limited to Site Plan, Exterior Elevations, Floor Plans, models, photographs, and renderings for the following, restricted purposes:

- a) To acknowledge Architects and their school designs successfully funded by the Board;
- b) To create a resource collection of promotional architectural designs for elementary, middle and high schools that will be available to other school districts to use as a school design resource.

It is understood that other school districts cannot use the District's design plans as their own as mandated by Code and Rules under the Arizona State Board of Technical Registration. Artistic representations shall not contain confidential or proprietary information, but shall include professional credit for the architect and engineers of the successful project.

18. FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Contract, the District warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The District shall obtain statements from its contractors and its subcontractors certifying compliance and shall furnish the statements to the Board upon request. These warranties shall remain in effect through the term of the Terms and Conditions. The District and its contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any of the District's contractors or subcontractors performing work under these Terms and Conditions. Should the State suspect or find that the District or its contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Terms and Conditions for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

19. E-VERIFY REQUIREMENTS PURSUANT TO A.R.S. § 41-4401

19.1 WARRANT COMPLIANCE

The District's contractors must warrant compliance with all Federal immigration laws and regulations relating to employees and warrant its compliance with A.R.S. § 23-214(A). (That subsection reads: After December 31, 2007, each employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-verify program.)

19.2 BREACH OF WARRANTY

A breach of warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of contract and the contractor may be subject to penalties up to and including termination of the contract.

19.3 FAILURE TO COMPLY

Failure to comply with a SFD audit process to randomly verify the employment of contractors and subcontractors shall be deemed a material breach of contract and the contractor may be subject to penalties up to and including termination of the contract.

19.4 INSPECTION

The SFD retains the legal right to inspect the papers of any employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty under Paragraph 19.1.

20. REIMBURSEMENTS FOR INVESTIGATIONS, ASSESSMENTS, REPAIRS AND REPLACEMENTS.

The SFD may enter into additional agreements with the District that authorize the District to utilize SFD funded investigations, assessments, repairs or replacements for construction defect litigation. This agreement may require the District to reimburse the SFD an agreed upon amount for the expenses incurred in obtaining those investigations, repairs or replacements if, upon the completion of the legal action, the District receives damages.

21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL

The District warrants that its contractors are not engaged in a boycott of Israel as defined by A.R.S. §35-393.01.

22. FLOW-DOWN REQUIREMENTS

The District shall comply with requirements of applicable Federal, State and local laws, regulations, policy and guidance, and shall flow down the requirements of applicable Federal, State, and local laws, regulations, policy and guidance to contractors and subcontractors at any

tier to the extent necessary to ensure compliance with the requirements.

The District shall comply with all laws, statutes, ordinances, rules, codes, and regulations applicable to any school district.

23. CERTIFICATION / AUTHORIZATION

These Terms and Conditions must be signed by the President of the Governing Board, Superintendent and the CFO/Business Manager of the District and certifies that he or she has read these Terms and Conditions and represents and warrants that he or she is duly authorized to agree and accept and therefore sign these Terms and Conditions on behalf of the District.

BRG Project Number: BRG-006419

Governing Board President (signature)

Edward Hermes

Name (printed/typed)

Date

Osborn Elementary District

School District

Superintendent (signature)

Michael Robert

Name (printed/typed)

Date

CFO/Business Manager (signature)

Colleen Toscano

Name (printed/typed)

Date

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – IV-M

Agenda Item

Approval of FY25 SFD Capital Plan

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

The FY25 School Facilities Division Capital Plan includes future enrollment projections, district owned land, and SFD funded project requests. Attached is a copy of the FY25 SFD Capital Plan.

Legal

Financial

Governing Board Goals

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

Recommendation

The FY25 School Facilities Division Capital Plan includes future enrollment projections, district owned land, and SFD funded project requests. Attached is a copy of the FY25 SFD Capital Plan.

Moved _____ Seconded _____ P/F

Master Plan

NA

Tuition in / out

District	In	Out
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Open Enrollment

District	Student Count
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ADM Methodology

Growth Projections based on incoming Prek & KG cohort sizes, planned developments, and historical trends.

ADM Projections

P-8		
Year	ADM	% Change
FY 25	2,214.00	
FY 26	2,258.00	1.98
FY 27	2,303.00	1.99
FY 28	2,350.00	2.04
FY 29	2,397.00	2.00
FY 30	2,444.00	1.96
FY 31	2,493.00	2.00
FY 32	2,543.00	2.00
FY 33	2,594.00	2.00
FY 34	2,646.00	2.00

New Construction Project Requests

Project Description	Project Number	Grade Level	Number of Students	Projected Opening	Land Need	Land Status
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Locally-Funded Project List

Project Description	Grade Config	Funding Source	Estimated Contract Date	Estimated Completion Date	Replace-ment Space	Gross Square Footage	District Administrative Square Footage
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District Owned - Vacant Land

Parcel Number	Area Acres	Cross Streets	Description of planned use
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OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – IV-N

Agenda Item

Out of state travel to the Fall 2024 Healthy Meals Summit on October 21 – October 23, 2024 for Cory Alexander and Theresa Mazza.

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

This is a celebration of innovation, aimed at turbocharging the nutritional quality of school meals! Healthy Meals Incentives Recognition Award recipients will gather together and be part of an epic quest for excellence. The Fall Summit is a catalyst for professional development and change. The Fall Summit will equip us with more tools and knowledge to conquer school nutrition goals and elevate the nutritional quality of our school meals.

Featuring breakout sessions and dynamic roundtable discussions, the Summit will allow awardees to present their incredible success stories and trade secrets for boosting the nutritional quality of school meals. This is a summit of possibilities and a powerhouse of transformation.

Legal

N/A

Financial

N/A (Expenses will be paid by the USDA and Action for Healthy Kids.)

Governing Board Goals

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

Recommendation

It is recommended that the board approve the travel for Cory Alexander and Theresa Mazza to the Healthy Meals Summit in Las Vegas, NV on October 21, 2024.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – IV-O

Agenda Item

Out of state travel for Felipe Carranza to participate as a presenter in the Association of Latino Administrators and Superintendents (ALAS) National Education Summit in Portland, OR from October 9-11, 2024.

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

Felipe Carranza, Director of Leadership and School Improvement, has been invited to present a session entitled “Leadership Development: The Role of School-Based Instructional Leadership Teams” along with Patti Cruz, Executive Director of Services at NIET, and Dr. Tanee Hudgens, Vice President of Research and Evaluation at NIET. They will present at the 21st ALAS National Education Summit in Portland, OR highlighting the main theme of Embracing Tomorrow: Fostering Culture, Driving Change, and Promoting Collaboration, to an audience of ALAS members, industry leaders, consultants, national non-profits, US Department of Education guests, and White House representatives.

Legal

Financial

There is zero cost to the district for any part of Mr. Carranza’s participation in this conference. The AZ PRIME grant in Osborn’s partnership with NIET is covering all costs of the conference including airfare, lodging, and conference registration.

Governing Board Goals

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

Recommendation

It is recommended that the Governing Board approve the out of state travel for Felipe Carranza to participate as a presenter in the Association of Latino Administrators and Superintendents (ALAS) National Education Summit in Portland, OR from October 9-11, 2024.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – IV-P

Agenda Item

Out of state travel for Felipe Carranza to participate as a participant in the International Successful School Principalship Project (ISSPP) Research – Practice Conference at University College London (UCL) in London, England from November 11-15, 2024.

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

As you learned last year, Encanto School was selected as an identified school of excellence in the International Successful School Principalship Project. While still principal at Encanto, Felipe Carranza was invited to apply and awarded a scholarship as a doctoral student at Northern Arizona University, as their College of Education collaborates on this study. As a recognized excelling principal and education leadership scholar, Mr. Carranza is invited to participate in the ISSPP Research-Practice Conference in London, England this fall.

In his time there, Mr. Carranza will engage in two strands focused on school leadership: Connecting Research, Policy and Practice: Leading into the Future and Constructing New Research Possibilities amidst Uncertainty: ISSPP Network Member and Research Workshops and School Visits.

In the first strand, the conference will create a space for dialogue between researchers, teachers, school leaders and key stakeholders from government and non-government agencies in the UK and beyond to address key issues and formulate agendas that are fundamental to improving the quality of education in schools. In the second strand, participants will engage in network member research, a publication workshop, and a one-day school visit.

Key benefits of strand 2 include:

- Learning about the new conceptual and methodological foundations of ISSPP
- Sharing new mixed methods cases
- Exploring comparative cross-case and cross-country analysis
- Outlining publication plans
- Exploring research funding proposals and the impact of ISSPP research on policy and practice
- Networking with principals from project countries and visiting schools in London.

As Osborn's current Director of Leadership and School Improvement, Mr. Carranza will bring his learning, experience, and research into district practices and partnerships, enriching the learning experience for educators and student, alike.

Financial

There is zero cost to the district for any part of Mr. Carranza's participation in this conference. The ISSPP is covering all costs of the conference including airfare, lodging, and conference registration.

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Governing Board Goals

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

Recommendation

It is recommended that the Governing Board approve the Out of state travel for Felipe Carranza to participate as a participant in the International Successful School Principalship Project (ISSPP) Research – Practice Conference at University College London (UCL) in London, England from November 11-15, 2024.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – IV-Q

Agenda Item

Out of state travel for Dr. Michael Robert to participate as a panelist in the Children’s Equity Project / New America launch of their new Elementary Education Framework in Washington, DC from October 14-16, 2024

For Board:

☒

Action

☐

Discussion

☐

Information

Background –

Osborn School District has been collaborating with the Children’s Equity Project (CEP) at Arizona State University for the past two years. During that time, the CEP, along with New America, were involved in a study to develop a framework for elementary education, and Osborn School District, through interviews, school visits, and collaboration on editing process of the written framework, has been actively involved with the development of these outcomes. The CEP website for the report entitled [Learning, Joy, and Equity: A New Framework for Elementary Education](#) states the following:

“This report proposes a new framework for elementary education that builds on, and is informed by, previous foundational efforts, centered on children and the ways we know children learn, and disrupting well-documented, historically rooted, and contemporarily entrenched biases in learning systems. While there is no single ideal elementary school experience, there are core ingredients to which every child needs and deserves access. Guided by research, data, learnings from schools across the United States, parent and family voice, and a desire to design child-centered, joyful, and effective spaces for learning, we provide a framework that consists of 14 core ingredients.”

The Framework is guided by research, data, learnings from schools across the United States, and parent and family voice. In the coming months, the CEP and New America will launch a series that will take a deep dive on each of the 14 core ingredients.”

As a contributing collaborator on the work, Dr. Robert has been invited as a panelist to speak on his work in this space at the Children’s Equity Project and New America launch of the framework on Tuesday, October 14, 2024 in Washington, DC.

Financial

There is zero cost to the district for any part of Dr. Robert’s participation in this conference. Children’s Equity Project at Arizona State University is covering all costs of the conference including airfare, lodging, and conference registration.

Governing Board Goals

☐ Community Connectedness and Increased Enrollment

☐ Maximize Student Learning & Achievement from PreK to High School

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

☐ Stewardship and Boardmanship

☐ Equity & Excellence for Opportunity and Outcomes

Recommendation

It is recommended that the Governing Board approve the travel for Dr. Michael Robert to participate as a panelist in the Children's Equity Project / New America launch of their new Elementary Education Framework in Washington, DC from October 14-16, 2024.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – V

Agenda Item

Call to the Public

For Board: ☐ Action ☐ Discussion ☒ Information

Background –

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

The public will be able to listen to the meeting live through livestream. An Osborn employee will read the Call to the Public comments received via email. Any communication received in Spanish, will be translated and read to the members of the Governing Board in English. The comments in their entirety will be presented to the Governing Board in writing. You may also present a live Call to the Public if you are attending in person or on the YouTube Livestream. An individual wishing to address the Governing Board using technological access must email their message or request to speak live to lnye@osbornsd.org by 12:00pm on September 17, 2024.

Legal

Financial

Governing Board Goals

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

Recommendation

For Information Only

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number –VI

Agenda Item

Board Presentation-

OEA

For Board: ☐ Action ☒ Discussion ☒ Information

Background –

Legal

Financial

Governing Board Goals

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

Recommendation

Presentation

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number –VII-A

Agenda Item

Administrative Reports

For Board: ☐ Action ☒ Discussion ☒ Information

Background –

Included are administrative reports summarizing past and upcoming events for schools and departments. As determined previously, principals are using their reports for the dual purpose of informing board members and also sending these newsletters home to parents.

Legal

Financial

Governing Board Goals

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

Recommendation

For update and information only

Moved _____ Seconded _____ P/F

Clarendon Board Report

To: Osborn School District Governing Board

Date: 9/5/2024

Re: August 2024 Events



Staff Highlights

Arizona Teacher Recognition

- Arizona Educational Foundation (AEF®) named our very own Ms. Kayce Kahl as Semi-finalist for the 2024 Arizona Teacher of the Year® Award.
- We are very excited to celebrate Ms. Kahl. She is a 5th grade Dual Language English here at Clarendon bringing 14 years of experience to the classroom. We are excited to celebrate her as a “2025 Top Ten Teacher of the Year!”



KAYCE
KAHL

Formative Assessment

- Clarendon’s professional learning for cycle 1 focuses on formative assessment. So far, we have covered creating learning goals, success criteria, and pre-planned questions to elicit evidence of student learning.

Student Highlights

Celebrated Student of the Month Donut breakfast

- We celebrated our August Cougar of the Month. We recognized students who exhibit Respect on a regular basis. Students were rewarded with certificates and yummy Bosa Donuts!



College Spirit Day

- Cougars represented their favorite college or university by wearing their school colors or apparel

Partnership Highlights

Valle Del Sol monthly meeting

- Counselor on site 2 days a week
- Meet regularly to discuss services and supports provided to Clarendon students



Encanto Board Report

To: Osborn School District Governing Board

Date: 09/03/2024

Re: September School Events



Staff Highlights

Staff Learning - At Encanto, we've been diligently compiling our beginning-of-the-year data to guide our instructional practices. Our staff will analyze this data to set academic goals at each grade level, ensuring alignment with both Encanto's and the District's objectives for the year. Our professional development will concentrate on enhancing small group reading interventions, field-testing phonics strategies across all grades, and identifying the most effective instruction approaches to boost math proficiency.



Student Highlights

Student Council- Encanto's Student Council is up and running! Our 3rd grade students went through a rigorous selection process including application and interview for positions in the Student Council. This reflects Encanto's mission for students to take ownership of their learning. Student Council will begin their student leadership adventure with a Peter Piper Pizza Fundraiser Night on Thursday, September 19, 2024. Students will be coordinating and helping to run this event along with help from Encanto's PTO.

Partnership Highlights

Encanto PTO- Encanto's PTO held its first meeting of the year on Tuesday, September 3, 2024. The PTO collaborated in three areas of focus for this school year to include engaging parents, fundraising, and volunteering. We look forward to PTO supporting parent nights, community volunteer days, and upcoming fundraisers to bring all of our stakeholders together.

Longview Board Report

To: Osborn School District Governing Board

Date: 8/5/2024

Re: September 2024 Events



Staff Highlights

Lancer staff will be celebrating math, science, and Title I at our Fall Family Fun Night September 25, 2024 from 4:00-5:30 pm.

We are excited that once again we have numerous staff members/teams applying for our Mini Grant opportunities with the Osborn School District Educational Foundation.

It is an honor to work for the Longview staff and special recognition to our new Master Teacher-Dr. Araceli Cecena and our newly named K-3 foundational Literacy Coach (through grant with ADE)-Rodi Vehr.

Student Highlights

We are so excited to have our students back and ready to “GROW TOGETHER!!!”



Lancer students are celebrated on morning announcements (weekly) for their Lexia Intervention program success. We are excited to have our first annual Lancer students of the month celebration this month with ice cream, certificates, and “fun bags!!

We are having our Student Council Elections in the next couple of weeks!!

Our greatly anticipated 21st Century after school clubs are about to begin and once again all clubs are filling up rapidly if they are not already full. No surprise, Fishing Club is a “reel catch” with the students and families!!!!

Partnership Highlights

Valle Del Sol monthly meeting

Operation School Bell-Beginning with 50+ students on our list of support

OMS Board Report

To: Osborn School District Governing Board

Date: 9/4/2024

Re: August 2024 Events



Staff Highlights

- The first cycle of our professional development sessions started on August 7th and concluded on September 4th. Our focus was on the learning environment using Teach Like a Champion strategies including a focus on welcoming students to class, threshold when entering the classroom and creating positive relationships through content. On August 28th, our focus was on creating teams to do peer observations to highlight the positive aspects of other teacher's classroom environments. On the September 4th professional development, the teachers were able to give feedback to one another, based on the observations conducted the previous week. It was great to hear all of the positive aspects that our staff were able to witness in the other classrooms. We concluded the session with a Relationship Mapping exercise where we listed teacher's first hour rosters on poster board and had the staff visit each poster to mark if they knew the student by face and name, if they could speak on their academic performance and if they could share a personal anecdote about that student. Each teacher then reflected on three students that they were going to try to connect with before the next early release session.
- We held an assembly on Friday, August 9th to introduce our staff, celebrate the top 25 students from each grade level that earned the most DeansList points and had a "Finish the Lyric" content between four students teams and a team made up of staff

Student Highlights



- We have completed our spring Fastbridge testing in both math and ELA.
- To give students the opportunity to work through conflict constructively, we have held mediations involving 60 students thus far this year.
- After school sports tryouts began on Monday, August 12th. We are offering soccer and volleyball to our boys and girls this season and we are looking forward to games beginning on Monday, September 9th.
- Our 21st CCLC after school Firehawk Academy clubs will begin on Monday, September 16. The 21st Century clubs offered this first cycle include Video Game

Club, Racket Sports, Mural Club, Basketball Club, Math Tutoring, STEM Robotics Club, Dance Club, Gardening, STEAM Science Club, Meditation and Breathwork, #D Printing Club, Pokemon Club, Movie Club, Tasty Table and Arts and Crafts Club.

- We held our first DeansList incentive experience on Friday, August 30th. Students were able to earn an invitation to our Student Versus Staff Volleyball Game if they were able to meet the criteria of three or fewer tardies to class, three or fewer lunch detentions, no suspensions, two or fewer absences from school and 1 or fewer referrals for dress code.



Partnership Highlights

- Osborn Middle Served as one of 10 host sites for the Native American Basketball Invitational (NABI) tournament. A total of 196 boys' and girls' teams from across the country and New Zealand participated in the tournament from July 23rd-July 27th. Games were held from 8:00 am to 8:00 pm on Tuesday through Thursday that week. Matt Brodt, who served as the gym coordinator, did a great job of supervising the tournament.

Solano Board Report

To: Osborn School District Governing Board

Date: 9/4/2024

Re: August 2024 Highlights



Staff Highlights

- To kick off our new school colors and logo, every student and staff member received a free tiger spirit shirt. Brendan Stacey helped us take a school spirit picture, and you will see it on social media soon.
- Teachers are off to the races with small group instruction. They are putting their learning from last year into action to ensure we can continue to maximize student growth.
- We have implemented reflective writing using an essential question. We are all teachers of language, so all are invested in learning how to build strong writers.

Student Highlights

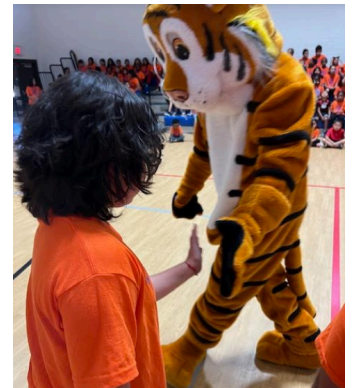
- Our first student Tiger Assembly was a huge success with Tiger Terry our Solano mascot. We celebrated a student in each class for being models of composure with a game of Magic Carpet Ride.
- The KTSN news team is ready to take over the morning announcements. We can't wait to see what the tiger news crew has in store for us this year.

Partnership Highlights

- Solano is working with our partners to support the diverse needs of our students and families. Lutheran Family Services has held multiple parent events this month.
- The Valle Del Sol medical van is on campus Tuesdays from 9am-2pm.
- Thank you to former Osborn teacher, Bill Blackwell, for purchasing *The Kissing Hand* for every student in Mr. Formank's class. Ms. Nickolich had the honor of being their first guest reader.

September Events

- World Peace Day Picnic and Parade-September 20th
- Tiger Pride Assembly for Assertiveness-September 27th



TO: Governing Board

FROM: Diana Vargas

DATE: September 17, 2024

RE: Business Services update

Accounts Payable

- Business Services processed **476** invoices in the month of August
- August Vendor Payments totaling **\$1,731,964.22**

60 day encumbrance period ended on 8/27/24 to close out FY24 expenses. All FY24 transactions were completed on time.

Payroll

- August Staff Compensation totaling **\$2,100,194.08**
- Total employees – **373**

All new hires, transfers, resignations were successfully processed by start or PR#4 (8/05/24).

Trained staff and implemented new TimeClock procedures for 24/25 school year.

All returning staff received retention payment within first week of school.

NIET grant funded teacher performance pay on 9/17/24.

Purchasing

- Business Services processed **106** purchase orders in the month of August
- August Vendor Procurements totaling **\$1,440,207.22**

Oversaw and facilitated award of substitute service RFP.

Trained staff and began implementation of bond transaction procedures.

New vendor forms were sent out to all active vendors at the beginning of August; this aligns to our vendor diversity commitment.

Revenues

- August direct cash /check Revenues totaling **\$757,133.68**
- August County Treasurer Revenues totaling **\$1,622,023.81**
- Total August revenues **\$2,379,157.49**

Upcoming Projects/ Items:

FY24 onsite audit 9/16/24 – 9/20/24

Clarendon School

4th - 6th Grade
1225 W. Clarendon
Phoenix, AZ 85013
(602) 707-2200

September 4, 2024

To: Board President, Members of the Board, Superintendent Dr. Robert

Encanto School

Preschool - 3rd Grade
1420 W. Osborn
Phoenix, AZ 85013
(602) 707-2300

Fall Wellness Offerings

Our Annual Vaccine Clinic will take place on October 3rd, 2024 at each of our school sites and the District Office. We have over 40 staff members participate in this opportunity to be vaccinated against the flu, Tdap, COVID and/or pneumonia. Many thanks to our vendor partner, Barbara Vaughn from Diversified Solutions for her continued partnership and flexibility.

Longview School

Preschool - 6th Grade
1209 E. Indian School
Phoenix, AZ 85014
(602) 707-2700

Staffing Update

As of September 4th, 2024, we have a total of 10 available positions remaining throughout our entire district. This is largely due to additional positions being added as a result of grant funds. We are enthusiastic about closing our remaining openings.

Montecito

Community School

Preschool-8th Grade
715 E Montecito
Phoenix, AZ 85014
(602) 707-2500

Please reach out to me if you have any questions, comments, or concerns.

**Osborn
Community iSchool**

Kindergarten-8th Grade
715 E. Montecito
Phoenix, AZ 85014
(602) 707-2047

Sincerely,

Emerald Woodland

Emerald Woodland

Director of Human Resources

Osborn Middle School

7th - 8th Grade
1102 W. Highland
Phoenix, AZ 85013
(602) 707-2400

Solano School

Preschool - 6th Grade
1526 W. Missouri
Phoenix, AZ 85015
(602) 707-2600



August 4, 2024

To: Board President, Members of the Board, Superintendent Dr. Robert

I am pleased to update you on the leadership structures at Osborn Schools, aligned with NIET best practices. Each site has an active Instructional Leadership Team (ILT) and a Teacher Leadership Team (TLT).

The ILT oversees the implementation of school initiatives by meeting weekly with TLT to:

- Establish and communicate clear goals and expectations.
- Prioritize and create instructional coherence across standards, curriculum, classroom practice, assessment, evaluation, and feedback;
- Develop a culture of high expectations and equitable opportunities;
- Provide teachers with necessary training and support.



**OMS ILT reflecting on a Wednesday PD
on *Building Student Relationship***

These efforts are driving progress in improving teaching practices and student outcomes across the district.

Osborn has been selected for an upcoming visit from another school district, which is eager to learn about the structures we have implemented to support teachers and students in achieving their academic goals. This visit highlights the effectiveness of our comprehensive teacher professional development programs based on NIET frameworks, our commitment to collaborative leadership through distributed leadership practices, and our focus on data-driven, student-centered learning. The visiting district is particularly interested in how these strategies have contributed to our success, and we see this as a valuable opportunity to not only showcase our work but also engage in an exchange of ideas that will further strengthen our practices.

Sincerely,

Felipe Carranza

Felipe Carranza
Director of Leadership and School Improvement

TO: Governing Board
FROM: Sam Garcia
DATE: September 4th 2024
RE: MAINTENANCE / TRANSPORTATION UPDATE

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

All sites:

- ☐ Working with H2 group on District sites roof assessment scope
- ☐ Supporting school site needs for the first month of the 2024/2025 school year
- ☐ We continue to work with CORE & Don Brubaker to get the electrical infrastructure ready for the electric buses.

Solano

- ☐ Solano has 40 open work orders and 148 completed for July 1st to Aug.30th.
- ☐ Repair to existing climber in East Playground

OMS

- ☐ Maintenance Department has 18 open work orders and 32 completed for July 1st to Aug 30th.

Clarendon

- ☐ Maintenance Department has 17 open work orders and 53 completed for July 1st to Aug 30th.

Encanto

- ☐ Maintenance Department has 19 open work orders and 86 completed for July 1st to Aug.30th

Longview

- ☐ Maintenance Department has 19 open work orders and 67 completed for July 1st to Aug. 30th

Montecito

- ☐ Maintenance Department has 21 open work orders and 57 completed for July 1st to Aug 30th

Transportation:

The drivers and attendants were extremely helpful during our summer moving and cleaning.

Perfect Attendance for the month of August

Charity Thomas, Maria Flores, Cheryl Gilliland, Maria Aguilar, Fatima Brown, Maria Zuniga, Lina Dagino, Teresa Sotello, Mark Jackson, Luis Ledezma, Jose Gonzalez, Jose Murillo,, Annette Martinez, Debbie Murillo, Ismirely Pena

Maintenance and Transportation Department Affirmation

I would like to THANK the whole department for all their hard work this summer to get our school sites ready for students and staff.

Sam Garcia
Director of Maintenance and Transportation

Teaching & Learning Department Board Meeting Updates

Board Meeting Date: September 17, 2024

Focus of Update: 21st Century Community Learning Centers	
Strategic Plan Connection:	Operations
Update:	<p>We want to give a huge shoutout to our amazing 21st Century site coordinators who are getting ready to start afterschool programming on September 16th:</p> <ul style="list-style-type: none">• Clarendon- Anna Feria & Molly Terriciano• Encanto- Mathew Hernandez• Longview- Rodi Vehr & Maria Green• Solano- Katarina Perez & Cecilia Chevalier• OMS- Tatiana Torres & Erin Tikovitsch <p>Our site coordinators have been busy at work ensuring that all of the moving parts of their 21st Century afterschool programs are working in alignment with our district mission, vision and goals. These leaders embody our district's core values and we are so excited to see our students' faces in afterschool in just a few short weeks.</p>

Focus of Update: Language Acquisition & Bi-Literacy	
Strategic Plan Connection:	Equity
Update:	<p>Our amazing English Learner Support Team, composed of our three EL Paraprofessionals, has been hard at work to ensure testing and paperwork is filed within the 30 day ADE deadline for EL students. Boneille Gonzales, Marisol Barajas and Martha Corral are true advocates for our EL students.</p> <p>Soon the English Learner Support Team will begin meeting with EL students in small groups to provide additional interventions in listening, speaking, reading and writing.</p> <p>We are looking forward to collaborating with the principals and their Instructional Leadership Teams to create a support schedule that aligns to their academic school goals!</p>

Teaching & Learning Department Board Meeting Updates

Board Meeting Date: September 17, 2024

Focus of Update: Teaching & Learning		
Strategic Plan Connection:	Child & Student Success	
Update:	<p>The Osborn School District uses standards-based grading to assess and report student learning. This fall, all teachers will begin reporting grades using Synergy’s new standards-based gradebook. This approach determines grades based on a student’s current mastery of specified standards at their grade level, ensuring that the most accurate picture of progress is communicated to students and families.</p> <p>Standards-based grading is different from a traditional A-F grading system because it focuses on capturing and conveying the most recent and consistent performance level relative to established learning targets (standards) rather than relying on cumulative scores in a grade book.</p>	
	Traditional Grading System	Standards-Based Grading System
	Based on assessment methods (quizzes, tests, homework, projects, etc.)	Based on learning goals and targets directly related to standards
	One grade/entry is given per assessment	There are multiple opportunities to demonstrate proficiency
	Assessments are based on a percentage system	Grades are criterion or proficiency-based

Focus of Update: Preschool Update	
Strategic Plan Connection:	Child & Student Success
Update:	<p>Our amazing pre-K teachers have been delving into the Teaching Strategies GOLD (TSG) dimensions of learning during collaboration, professional learning and with students. Through a focus on the 38 objectives within TSG, teachers and students engage in experiential learning tasks that provide teachers with a variety of insights into their students’ development and what their next steps for</p>

Board Meeting Date: September 17, 2024

	learning should be. The program's continued focus is early literacy (also linked to TSG), and the teachers are using phonemic awareness routines, interactive read alouds and 'what's in a book' explorations to support students' learning.
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Focus of Update: Teaching & Learning	
Strategic Plan Connection:	Leadership Team
Update:	<p>In alignment with recommended leadership structures and practices from NIET, we have formed a district Instructional Leadership Team that meets weekly. The district ILT is composed of Abby Potter-Davis, Felipe Carranza, Stefaney Sotomayor, Melissa Robinson, Alexis Aguirre and Sarah Boyle. The District Instructional Leadership Team (ILT) is responsible for raising academic achievement for all students through the implementation, operation, monitoring, and support of the teaching and learning process through DICE (Data, IGP, Cluster and Evaluation). The team meets weekly to plan professional development for Principals and Master Teachers, reflect on the effectiveness and impact of professional development, review data, and collectively make decisions around teaching and learning efforts in Osborn.</p> <div></div>



Technology Department Report

September 2024 - Jamal Dana



Department Services:

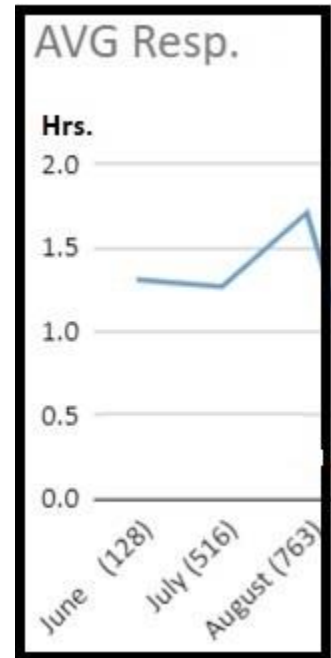
1. Our Helpdesk ticketing system met its goal this summer and kept the AVG Response Time to our tickets below 2 hours. **A total of 644 tickets for the month of June and July, with an average response time of 1.4 hours.** Responded to all teacher requests in getting their classrooms 100% ready to welcome students back. In **August** we had **763 tickets** that we serviced with the average response time of **1.71 hours**. Great effort by the technology team.

Network Status:

After we accomplished many new projects this summer, everything is functional properly.

2. **Cox:** We had an internet/phone interruption at Solano and Osborn Middle schools. Initially, Cox said their fiber is fine, so we restarted many of our equipment. Wednesday morning on 8/28, I called Cox again to make sure to re-escalate the case. Cox said they found that there is a pole accident on a street and that their fiber is down and we are using a secondary line that is not as stable. Cox worked on the issue and got it fixed by Thursday afternoon. Cox said that they will need an extra two weeks to fix the main line. However the current line is stable.
3. **Increased Internet Bandwidth:** The Internet bandwidth is doubled at Longview, Montecito, Osborn Middle, and Solano. This is part of our tech plan and e-rate request to fund.
4. **Network Power Supplies:** We finished installing the power supply to Encanto main server room.
5. **Email Protection:** Osborn gets an average of 6500 emails each day (out of that 2800 or 43% potential threat identified/blocked and 3700 or 56% emails safely passes through)
6. **Software Evaluation:** As part of the Curriculum/ technology CurrTech committee, we are evaluating/testing four new curriculum software (Spanish, Tutoring, Music, Math) during the month of August and if passed, they are going to be used by students in early September.
7. **E-rate Update:** Gearing up for a new RFP for our telecommunication services. The new contract will be another for five years. In addition, we are looking to get our next five years funding that is about \$400,000; this number is based on our enrollment count.

End of Report



OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – VII-B

Agenda Item

Suspension Report for month of August

For Board: ☐ Action ☒ Discussion ☒ Information

Background –

Following you will find the Suspension Report for August 2023.

Legal

Financial

Governing Board Goals

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

Recommendation

Update and information only

Moved _____ Seconded _____ P/F

Suspensions: August 2024

Date	School	Grade	Violation	Response	Reassigned Days
8/13/2024	Longview Elementary	2	Aggression: Minor Aggressive Act	Out-of-School Suspension	2
8/14/2024	Osborn Middle School	8	Aggression:Fighting	Out-of-School Suspension	7
8/14/2024	Osborn Middle School	7	Aggression:Fighting	Out-of-School Suspension	7
8/16/2024	Osborn Middle School	8	Other Violations of School Policies	Out-of-School Suspension	6
8/16/2024	Solano Elementary	6	Aggression:Fighting	Out-of-School Suspension	2
8/16/2024	Solano Elementary	6	Aggression:Fighting	Out-of-School Suspension	2
8/16/2024	Solano Elementary	6	Aggression:Fighting	Out-of-School Suspension	2
8/16/2024	Solano Elementary	6	Aggression:Fighting	Out-of-School Suspension	2
8/16/2024	Solano Elementary	6	Aggression:Fighting	Out-of-School Suspension	2
8/16/2024	Solano Elementary	6	Aggression:Fighting	Out-of-School Suspension	2
8/16/2024	Solano Elementary	6	Aggression:Fighting	Out-of-School Suspension	2
8/16/2024	Solano Elementary	6	Aggression:Fighting	Out-of-School Suspension	2
8/19/2024	Osborn Middle School	8	Other Violations of School Policies	In-School Suspension	1
8/21/2024	Longview Elementary	5	Harassment, Threat and Intimidation	In-School Suspension	2
8/23/2024	Osborn Middle School	8	Sexual Offenses	In-School Suspension	1
8/23/2024	Osborn Middle School	8	Other Violations of School Policies	Out-of-School Suspension	1
8/26/2024	Longview Elementary	5	Harassment, Threat and Intimidation	In-School Suspension	1
8/26/2024	Solano Elementary	6	Other Violations of School Policies	Out-of-School Suspension	2
8/27/2024	Solano Elementary	6	Aggression:Fighting	Out-of-School Suspension	2
8/27/2024	Solano Elementary	6	Aggression:Fighting	Out-of-School Suspension	3
8/27/2024	Osborn Middle School	7	Aggression:Fighting	Out-of-School Suspension	4
8/27/2024	Osborn Middle School	7	Aggression:Fighting	Out-of-School Suspension	4
8/27/2024	Longview Elementary	6	Harassment, Threat and Intimidation	Out-of-School Suspension	1

Discipline Summary Report: 2024-2025

[illegible]

Monthly OSS Breakdown: Days by Category

[illegible]

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – VII-C

Agenda Item

Student Absence Report for month of August

For Board: ☐ Action ☐ Discussion ☒ Information

Background –

School	% Attendance Jan. 24	% Absence	% Attendance Feb. 24	% Absence	% Attendance Mar. 24	% Absence	% Attendance Apr. 24	% Absence	% Attendance May 24	% Absence
Clarendon										
Encanto										
Longview										
OMS										
Solano										
MCS										

School	% Attendance Aug. 23	% Absence	% Attendance Sept. 23	% Absence	% Attendance Oct. 23	% Absence	% Attendance Nov. 23	% Absence	% Attendance Dec. 23	% Absence
Clarendon	92.42%	7.58%								
Encanto	93.03%	6.97%								
Longview	93.17%	6.83%								
OMS	91.41%	8.59%								
Solano	90.63%	9.37%								
MCS	94.95%	5.05%								

Legal

Financial

Governing Board Goals

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

Recommendation

Approval of the student absence report as presented.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8
September 17, 2024
Board Meeting

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

Agenda Item Number – VII-D

Agenda Item

Substitute Teacher Report for the month of August

For Board: ☐ Action ☐ Discussion ☒ Information

Background –

The attached reports reflect a breakdown of substitutes needed due to absences, the percentage of vacancies filled per day and the reasons for those absences.

Legal

Financial

Governing Board Goals

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

Recommendation

For information only.

Moved _____ Seconded _____ P/F

Absence Monthly Summary [Return to Report Menu](#)

School(s):

View All

 August 2024 Employee

Types :

View All

 Type: Absences/Vacancies

Submit

Print

August 2024							
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
28	29	30	31	1	2	3	
4	5	6	7	8	9	10	
Total Absences/Vacancies:	10	Total Absences/Vacancies:	10	Total Absences/Vacancies:	8	Total Absences/Vacancies:	12
Fill NOT Needed:	2	Fill NOT Needed:	1	Fill NOT Needed:	0	Fill NOT Needed:	0
Fill Needed:	8	Fill Needed:	9	Fill Needed:	8	Fill Needed:	12
Filled:	5	Filled:	7	Filled:	7	Filled:	9
UnFilled:	1	UnFilled:	0	UnFilled:	1	UnFilled:	0
Held:	2	Held:	2	Held:	0	Held:	3
Fill Rate:	62%	Fill Rate:	77%	Fill Rate:	87%	Fill Rate:	75%
11	12	13	14	15	16	17	
Total Absences/Vacancies:	8	Total Absences/Vacancies:	8	Total Absences/Vacancies:	6	Total Absences/Vacancies:	7
Fill NOT Needed:	0	Fill NOT Needed:	0	Fill NOT Needed:	0	Fill NOT Needed:	0
Fill Needed:	8	Fill Needed:	8	Fill Needed:	6	Fill Needed:	7
Filled:	4	Filled:	6	Filled:	6	Filled:	6
UnFilled:	0	UnFilled:	0	UnFilled:	0	UnFilled:	0
Held:	4	Held:	2	Held:	0	Held:	1
Fill Rate:	50%	Fill Rate:	75%	Fill Rate:	100%	Fill Rate:	85%
18	19	20	21	22	23	24	
Total Absences/Vacancies:	8	Total Absences/Vacancies:	11	Total Absences/Vacancies:	8	Total Absences/Vacancies:	13
Fill NOT Needed:	0	Fill NOT Needed:	0	Fill NOT Needed:	0	Fill NOT Needed:	0
Fill Needed:	8	Fill Needed:	11	Fill Needed:	8	Fill Needed:	13
Filled:	6	Filled:	9	Filled:	6	Filled:	10
UnFilled:	0	UnFilled:	0	UnFilled:	0	UnFilled:	0
Held:	2	Held:	2	Held:	2	Held:	3
Fill Rate:	75%	Fill Rate:	81%	Fill Rate:	75%	Fill Rate:	76%
25	26	27	28	29	30	31	
Total Absences/Vacancies:	18	Total Absences/Vacancies:	16	Total Absences/Vacancies:	9	Total Absences/Vacancies:	16
Fill NOT Needed:	0	Fill NOT Needed:	1	Fill NOT Needed:	0	Fill NOT Needed:	0
Fill Needed:	18	Fill Needed:	15	Fill Needed:	9	Fill Needed:	16
Filled:	9	Filled:	9	Filled:	8	Filled:	10
UnFilled:	2	UnFilled:	1	UnFilled:	0	UnFilled:	2
Held:	7	Held:	5	Held:	1	Held:	4
Fill Rate:	50%	Fill Rate:	60%	Fill Rate:	88%	Fill Rate:	62%

	Total Absences/Vacancies	Fill NOT Needed	Fill Needed	Filled	UnFilled	Held	Fill Rate
August 1-3	0	0	0	0	0	0	0%
August 4-10	50	3	47	35	2	10	74%
August 11-17	45	0	45	33	0	12	73%
August 18-24	63	0	63	45	1	17	71%
August 25-31	75	1	74	47	5	22	64%
Month	233	4	229	160	8	61	70%

Day of Week Absence Analysis

[Return to Report Menu](#)

Start Date:08/01/2024

End Date:08/31/2024

Type:Absences/Vacancies

Employee:

View All

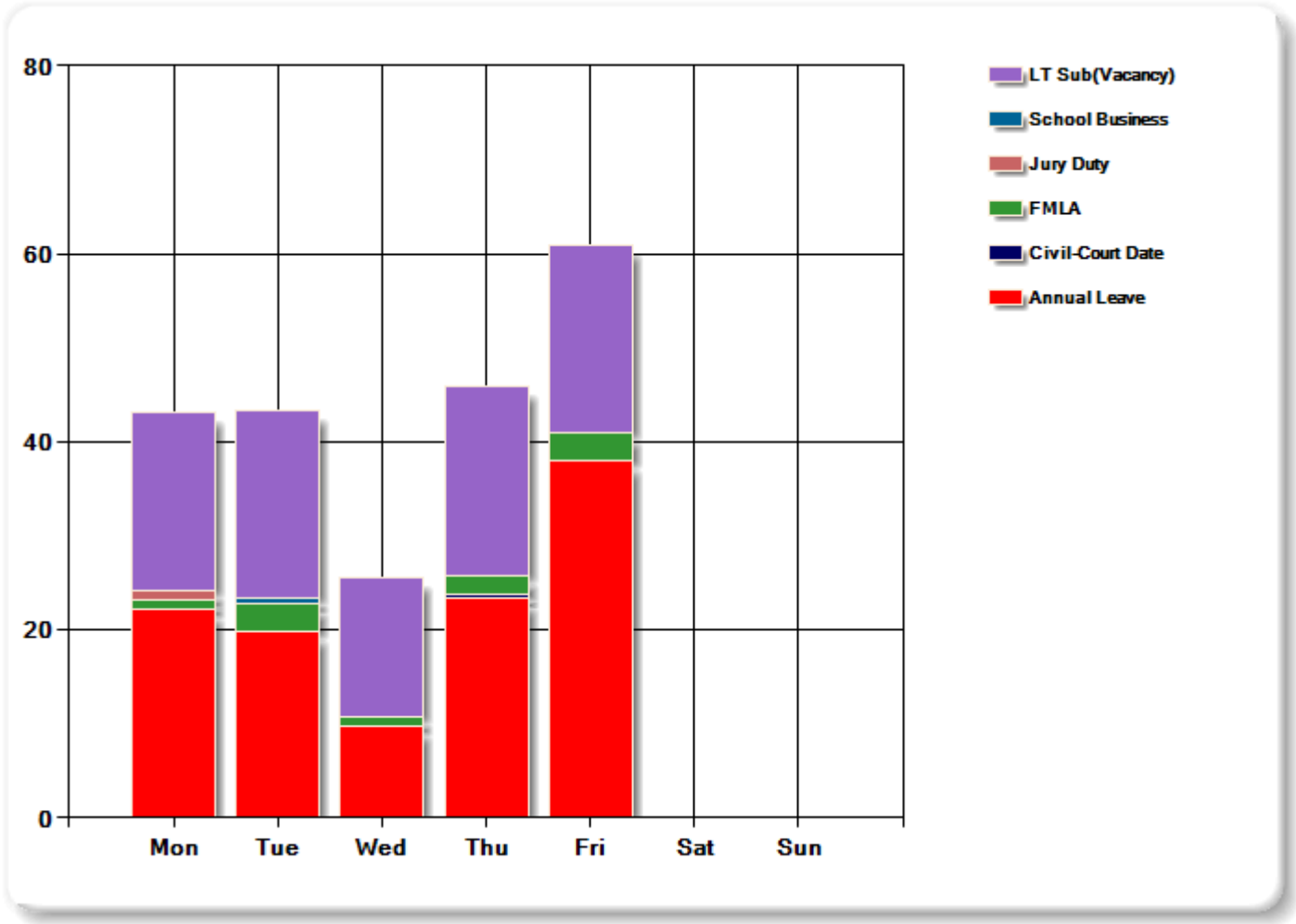
Vacancy Profile:View All

School(s):View All

Employee Types :View All

Submit

Print



Absence Reasons	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
Annual Leave	22.2	19.8	9.7	23.3	38	0	0	113
Civil-Court Date	0	0	0	0.5	0	0	0	0.5
FMLA	1	3	1	2	3	0	0	10
Jury Duty	1	0	0	0	0	0	0	1
School Business	0	0.5	0	0	0	0	0	0.5
Totals	24.2	23.3	10.7	25.8	41	0	0	125
Vacancy Reasons	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
LT Sub(Vacancy)	19	20	14.9	20	20	0	0	93.9
Totals	19	20	14.9	20	20	0	0	93.9

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – VII-E

Agenda Item

Enrollment Report

For Board: ☐ Action ☒ Discussion ☒ Information

Background –

Below is the Enrollment Report for August 2023 for schools and special education self-contained programs in comparison to 2022.

School	Enrollment Sept. 6, 2023	Enrollment Sept. 5, 2024	Difference
Clarendon	389	408	+19
Encanto	590	563	-27
Longview	409	449	~+40
Montecito	31	80	+49
Osborn Middle	433	417	-16
Solano	378	409	-19
Special Ed.*	58	67	+31
Preschool	20	22	+2
Total	2308	2415	+107

Average Daily Membership

	2023-24 100 th day ADM	2024-25 100 th day ADM	Difference
Total	2185.432	2213.6258	+28.1938

*This information is provided by ADE and was not received prior to distribution of this packet.

Legal

Financial

Governing Board Goals

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

Recommendation

For Information

Moved _____ Seconded _____

P/F

OSBORN SCHOOL DISTRICT
ENROLLMENT DATA FOR: September 5th, 2024

SOLANO		OMS	
Kindergarten		Grade 7	
Gerrard, Desiree	14	Adams, Kyle	22
Hasenstab, Stephanie	26	Georges, Julia	16
Shillito, Alexandra	26	Gomez, Vincent	23
TOTAL KINDERGARTEN	66	Heath, Liza	2
Grade 1		Hess, James	26
Formanek, John	26	Landeira, Richard	23
Gerrard, Desiree	7	Parker, Sam	2
Sandoval, Guadalupe	23	Quezada, Paula	23
TOTAL GRADE 1	56	Smith, Dashaminique	25
Grade 2		Trainor, Randy	6
Copelly, Rosalba D/L	30	Urrutia, Beatriz	13
Dunn, Kylie	28	Wharton, Patricia	12
TOTAL GRADE 2	58	TOTAL GRADE 7	193
Grade 3		Grade 8	
Fuentes, Mildred	30	Ahl, Allison	2
Perez, Katarina	30	Frederick, Mack	32
TOTAL GRADE 3	60	Georges, Julia	11
Grade 4		Gerstner, Doug	30
Campbell, Amelia	28	Guzman, Jose	31
Schrey, Kaitlyn	28	Heath, Liza	32
TOTAL GRADE 4	56	Kingsland, Mitchell	9
Grade 5		Lindberg, Karen	22
Chacon, Gabriel	28	McKay, Caitlyn	28
Sapiro, Denise	27	Parker, Sam	4
TOTAL GRADE 5	55	Stachel, Allison	23
Grade 6		TOTAL GRADE 8	224
Chhim, Soki	31	Special Education-Self Contained Cross Cat.	
Thompson-Hunter, Angela	27	Cooper, Cody	5
TOTAL GRADE 6	58	TOTAL SPECIAL CLASSES	5
Special Education-Cross Cat		OMS TOTAL	422
Linton, Teola	10	DISTRICT TOTAL:	
Lorgrono, Renalyn	7	2415	
Redick, Annmarie	12		
TOTAL SPECIAL CLASSES	29		
SPED - PS			
Ellison, Brianna	13		
TOTAL PRESCHOOL	13		
SOLANO TOTAL	451		

OSBORN SCHOOL DISTRICT
ENROLLMENT DATA FOR: September 5th, 2024

LONGVIEW		Montecito (KG-3rd)	
Kindergarten		Kindergarten	
Crompton, Carrie (KG)	24	Garcia, itzel	7
Herrera Silva, Brian	24	Obrachta, Tere	8
Sanchez, Alexys	25	TBD1, TBD1	8
TOTAL KINDERGARTEN	73	Wright, Rosa	8
Grade 1		TOTAL KINDERGARTEN	31
Elias Ulloa, Rosaisela D/L	25	Grade 1	
La O Garcia, Tara	26	Morales Ruano, Jess	12
		Roberts, Katrina	4
TOTAL GRADE 1	51		
Grade 2		TOTAL GRADE 1	16
Berkich, Elizabeth	25	Grade 2	
Green, Maria D/L	27	Roberts, Katerina	6
Jorgenson, Julie	25	Morales Ruano, Jess	13
TOTAL GRADE 2	77		
Grade 3		TOTAL GRADE 2	19
Sarmiento, Erika	30	Grade 3	
Sauter, Jessica	32	Bailon Coca, Francisco	2
		Morales Ruano, Jess	3
TOTAL GRADE 3	62		
Grade 4		TOTAL GRADE 3	5
Hurtado Diaz, Nidia	31	Grade 4	
Villan Morales, Elisa	31	Bailon Coca, Francisco	6
TOTAL GRADE 4	62		
Grade 5		TOTAL GRADE 4	6
Hernandez, Dani D/L	30	Grade 5	
Wright, Sammi	31	Bailon Coca, Francisco	3
TOTAL GRADE 5	61	TOTAL GRADE 5	3
Grade 6			
Hendricks, Brian	31		
Herrera Silva, Luis	32		
TOTAL GRADE 6	63	TOTAL PRESCHOOL	
Special Needs-Self Contained Cross Cat		MONTECITO TOTAL	80
Regis, Maria	6		
Scilley, Theresa	2		
TOTAL SPED	8		
SPED Preschool			
Osborn, Christina	9		
TOTAL PRE-SCHOOL	9		
LONGVIEW TOTAL	466		

OSBORN SCHOOL DISTRICT
ENROLLMENT DATA FOR: September 5th, 2024

ENCANTO		CLARENDON	
Kindergarten		Grade 4	
Caraballo, Neudysmar	22	Aken, Ann D/L	26
Chavez, Cristina D/L	22	Butier, Lindsey	30
Davey, Jenny DL	27	Colledge, Abbey	27
Kleinz, Kelly	26	Corrales, Lorena	31
Lizarraga, Mackenzie D/L	22	Marshall, Nolan	30
Murray, Nikki	21		
TOTAL KINDERGARTEN	140	TOTAL GRADE 4	144
Grade 1		Grade 5	
Dewey, Allison	21	Etsitty, Alyscia	24
Goetter, Ashley DL	23	Hernandez, Mayra D/L	25
Guillen, Adriana DL	23	Kahl, Kayce D/L	25
Gully, Emma DI	25	Meza, Jorge	28
Klanke, Liana	24	Staron, Jennifer	27
Sanchez, Nayeli D/L	26		
TOTAL GRADE 1	142	TOTAL GRADE 5	129
Grade 2		Grade 6	
Centeno, Miguel DL	26	Arebalo, Cynthia	27
Hoffman, Katerina	25	Bedonie, Brianna	29
Parker, Alex DL	23	Gonzalez Tena, Stephanie	27
Pavlisick, Kimberly D/L	25	Terriciano, Molly DL	24
Stubbs, Juanita	22	Villarreal, Frank	28
Vargas, Luis	24		
TOTAL GRADE 2	145	TOTAL GRADE 6	135
Grade 3			
Bejarano, Vanessa	24		
Callisen, Kristen DL	25		
Hernandez, Matthew	20		
Lopez Moreno, Cindy DL	24		
Palma, Vanessa	19		
Wilhelmy, Daniel	24		
TOTAL GRADE 3	136		
SPED			
Sabbath, Carlee (LAAB)	5		
McHale, Meghan (RISE)	11		
TOTAL SPED	16		
		CLARENDON TOTAL	417
ENCANTO TOTAL	579		

ENROLLMENT BY GRADE AS OF: September 5th, 2024

Grade	Encanto	Clarendon	Longview	Montecito	OMS	Solano	TOTAL
K	140		73	31		66	310
1	142		51	16		56	265
2	145		77	19		58	299
3	136		62	5		60	263
4		144	62	6		56	268
5		129	61	3		55	248
6		135	63			58	256
7					193		193
8					224		224
SpEd.	16	9	8		5	29	67
Presch.			9			13	22
							0
CURRENT MONTH'S TOTALS	579	417	466	80	422	451	2415
Totals	586	428	461	80	452	452	
Change	-7	-11	5	0	-30	-1	2415

Attendance - Multiple Year Comparison Chart

Encanto	Sept. '14	Sept. '15	Sept. '20	Sept. '21	Sept. '22	Sept. '23	Sept. '24	Encanto	Oct. '16	Oct. '17	Oct. '18	Oct. '19	Oct. '20	Oct. '21	Oct. '22	Oct. '23	Oct. '24	Encanto	Nov. '16	Nov. '17	Nov. '18	Nov. '19	Nov '20	Nov '21	Nov'22	Nov '23	
K	158	172	158	168	148	138	140	K	167	189	179	175	155	168	147	0		K	169	185	180	177	154	162	144	0	
1	167	172	160	149	161	147	142	1	154	161	171	174	158	148	158	0		1	148	163	172	176	153	149	157	0	
2	168	176	157	145	152	157	145	2	162	149	167	155	152	148	155	0		2	164	149	162	156	149	147	152	0	
3	142	184	142	131	142	148	136	3	172	170	139	161	145	129	142	0		3	175	170	138	159	140	124	143	0	
TOTAL	635	704	617	593	603	590	563	TOTAL	655	669	656	665	610	593	602	0		TOTAL	656	667	652	668	596	582	596	0	
Clarendon								Clarendon								Clarendon											
4	148	139	137	104	136	135	144	4	185	157	150	138	142	109	136	0		4	184	158	147	136	143	107	133	0	
5	153	149	123	122	108	136	129	5	148	169	155	145	126	119	108	0		5	151	167	160	144	123	114	108	0	
6	124	148	131	102	120	118	135	6	136	137	161	153	132	103	121	0		6	130	138	160	150	134	101	118	0	
TOTAL	425	436	391	328	364	389	408	TOTAL	469	463	466	436	400	331	365	0		TOTAL	465	463	467	430	400	322	359	0	
Longview								Longview								Longview											
K	80	71	61	57	57	48	73	K	68	81	79	81	61	62	58	0		K	73	84	68	77	62	55	56	0	
1	94	68	76	46	56	69	51	1	72	73	74	81	77	58	50	0		1	73	74	70	81	74	57	48	0	
2	87	78	68	68	63	48	77	2	84	74	64	77	69	71	65	0		2	82	78	65	74	70	67	70	0	
3	95	70	66	59	67	49	62	3	76	76	69	69	68	64	64	0		3	77	73	71	71	68	59	65	0	
4	85	83	74	56	66	65	62	4	80	76	67	78	73	55	65	0		4	83	79	71	76	73	56	63	0	
5	69	68	66	59	73	68	61	5	89	70	64	60	65	60	55	0		5	91	71	65	58	64	58	55	0	
6	79	60	58	54	40	62	63	6	63	89	77	71	57	53	64	0		6	60	91	75	68	55	49	65	0	
TOTAL	589	498	469	399	422	409	449	TOTAL	532	539	494	517	470	423	421	0		TOTAL	539	550	485	505	466	401	422	0	
Montecito								Montecito								Montecito											
K			0	1	9	9	31	K	0	1	1	1	0	4	15	0		K	0	1	1	2	0	5	15	0	
1			2	1	2	13	16	1	3	1	2	4	2	1	8	0		1	3	1	1	4	2	1	8	0	
2			3	1	1	7	19	2	2	8	1	1	3	1	5	0		2	2	8	2	1	3	1	5	0	
3			2	4	2	2	5	3	4	2	4	2	2	4	2	0		3	3	2	4	2	2	4	2	0	
4			1	1	3		6	4	6	4	1	6	1	1	3	0		4	6	5	1	6	1	1	3		
5			7	0	1		3	5	3	5	6	2	7	0	1	0		5	3	5	8	2	7	0	1		
6			0	6	3			6	2	4	3	5	0	5	3	0		6	2	5	3	5	0	5	3		
TOTAL			15	14	21	31	80	TOTAL	20	25	18	21	15	16	37	0		TOTAL	19	27	20	22	15	17	37	0	
OMS								OMS								OMS											
7	284	234	274	249	224	220	193	7	296	275	306	301	278	250	227	0		7	276	276	301	302	277	246	224	0	
8	269	318	302	281	252	213	224	8	268	279	287	286	300	282	262	0		8	274	284	286	283	298	273	259	0	
TOTAL	553	552	576	530	476	433	417	TOTAL	564	554	593	587	578	532	489	0		TOTAL	550	560	587	585	575	519	483	0	
Solano								Solano								Solano											
K	82	81	61	71	59	66	66	K	102	74	66	65	60	73	63	0		K	98	73	67	63	62	74	64	0	
1	105	87	62	67	61	58	56	1	73	97	69	68	62	67	62	0		1	74	95	69	64	58	66	56	0	
2	78	104	63	71	61	64	58	2	90	65	96	66	63	69	61	0		2	91	67	93	67	63	72	63	0	
3	79	83	59	60	67	50	60	3	100	84	72	83	53	64	67	0		3	95	83	70	80	51	62	65	0	
4	107	97	78	49	49	51	56	4	86	94	76	76	81	50	51	0		4	89	97	73	74	80	52	54	0	
5	70	102	68	59	50	41	55	5	101	84	88	70	70	63	52	0		5	103	86	84	68	72	57	53	0	
6	61	73	65	53	50	48	58	6	105	90	81	75	65	57	48	0		6	100	91	83	74	59	59	50	0	
TOTAL	582	627	456	430	397	378	409	TOTAL	657	588	548	505	453	443	404	0		TOTAL	650	592	539	490	445	442	405	0	
iSchool								iSchool								iSchool											
K				13	0									16	0									12	0		
1				27	5									27	5									19	5		
2				24	8									23	8									21	7		
3				34	10									30	11									29	11		
4				31	9									26	9									25	10		
5				31	18									29	17									28	18		
6				40	14									42	13									42	13		
Total				200	64									193	63									176	64		
SEAS								SEAS								SEAS											
Pre-Sch.	39	27	38	20	20	20	22	Pre-Sch.	51	34	35	36	32	19	21	0		7									0
Spec. Ed.	88	88	86	48	58	58	67	Spec. Ed.	64	57	81	89	85	69	53	0											0
Dist. To	2911	2932	2648	2562	2425	2308	2415	Dist.Totals	3012	2929	2891	2856	2643	2619	2455	7											0
	-87	+21	-195		-10				+42	-83	-38	-35	-216	-24	-66				+1	-42	-79	-44	-210	-210	-98	-109	

Attendance - Multiple Year Comparison Chart

Encanto	Dec. '16	Dec. '17	Dec. '18	Dec. '19	Dec. '20	Dec. '21	Dec '22	Dec '23	Encanto	Jan.'15	Jan '16	Jan. '17	Jan. '18	Jan. '19	Jan. '20	Jan. '21	Jan. '22	Jan. '23	Jan. '24	Feb. '21	Feb. '22	Feb. '23	Feb. '24	Mar. '17	Mar. '18	Mar. '19	Mar. '20	Mar. '21	Mar.'22	Mar.'23	Mar. '24		
K	170	179	180	179	152	164	146	0	K	162	180	166	181	179	180	150	162	145	145	0	150	164	145	0	167	179	179	176	149	163	148	141	
1	147	164	171	175	154	148	156	0	1	165	180	144	168	167	178	152	149	154	158	0	152	148	158	0	150	169	170	176	155	149	156	144	
2	167	144	163	156	147	148	149	0	2	170	175	165	144	158	155	146	147	150	150	0	146	148	150	0	169	145	160	156	147	149	150	151	
3	174	165	134	158	140	127	142	0	3	144	186	171	166	133	157	140	124	142	154	0	140	127	154	0	168	164	134	155	137	129	146	148	
TOTAL	658	652	648	668	593	587	593	0	TOTAL	641	721	646	659	637	670	588	582	591	607	0	588	587	607	0	654	657	643	663	588	590	600	584	
Clarendon									Clarendon																								
4	179	156	147	135	141	102	131	0	4	146	140	181	157	144	137	140	107	132	134	0	140	102	134	0	180	156	145	135	142	102	133	128	
5	146	167	159	143	123	112	108	0	5	153	152	148	169	156	144	120	114	105	107	0	120	112	107	0	150	168	151	142	122	109	110	136	
6	133	138	161	150	131	100	119	0	6	124	152	131	138	161	151	131	101	119	124	0	131	100	124	0	133	143	160	152	133	100	126	115	
TOTAL	458	461	467	428	395	314	358	0	TOTAL	423	444	460	464	461	432	391	322	356	365	0	391	314	365	0	463	467	456	429	397	311	369	379	
Longview									Longview																								
K	72	83	66	75	62	54	55	0	K	69	67	73	82	65	75	61	55	56	56	0	61	54	56	0	74	82	66	78	55	51	55	47	
1	74	72	72	81	75	59	49	0	1	92	74	73	69	72	73	75	57	48	47	0	75	59	47	0	76	64	72	76	67	60	52	71	
2	85	77	67	72	70	66	69	0	2	74	78	85	74	68	73	71	67	69	67	0	71	66	67	0	88	74	70	67	71	66	66	49	
3	78	73	72	71	70	61	62	0	3	88	73	77	71	71	75	71	59	66	63	0	71	61	63	0	78	70	70	75	61	60	63	56	
4	83	76	71	74	72	58	62	0	4	81	88	82	74	74	76	71	56	65	60	0	71	58	60	0	82	70	73	75	69	57	61	67	
5	90	72	65	55	64	58	54	0	5	63	68	93	71	66	57	65	58	55	54	0	65	58	54	0	94	72	66	73	60	59	55	65	
6	60	89	75	68	55	48	63	0	6	76	61	60	87	76	68	54	49	63	65	0	54	48	65	0	62	87	81	71	52	48	64	62	
TOTAL	542	542	488	496	468	404	414	0	TOTAL	543	509	543	528	492	497	468	401	422	412	0	468	404	412	0	554	519	498	515	435	401	416	417	
Montecito									Montecito																								
K	1	1	1	2	1	5	15	0	K				1	1	1	3	0	5	13	13	0	0	5	13	0	1	1	2	3	0	6	13	9
1	4	1	0	5	2	2	8	0	1				5	1	0	4	1	1	9	9	0	1	2	9	0	6	2	0	5	1	2	8	13
2	2	7	2	1	3	1	5	0	2				2	7	2	2	3	1	4	0	3	1	4	0	2	6	1	2	3	1	4	6	
3	3	2	4	3	2	3	2	0	3				5	2	3	3	2	4	2	0	2	3	2	0	5	2	3	3	2	4	1	3	
4	6	5	1	6	1	1	3	0	4				6	5	1	6	1	1	2	0	0	1	2	0	6	6	1	9	0	1	1		
5	3	5	7	2	6	0	1	0	5				3	5	7	2	6	0	1	0	6	0	1	0	3	5	8	2	6	1	0		
6	2	6	3	4	0	5	3	0	6				2	7	3	5	1	5	2	0	3	5	2	0	3	7	3	6	3	5	2		
TOTAL	21	27	18	23	15	17	37	0	TOTAL				24	28	17	25	14	17	33	33	0	15	17	33	0	26	29	18	30	15	20	29	31
OMS									OMS																								
7	286	278	302	301	265	247	221	0	7	281	272	288	274	301	306	265	246	208	211	0	265	247	211	0	287	276	305	304	264	250	228	217	
8	264	284	290	283	299	269	255	0	8	274	297	262	285	285	284	302	273	242	242	0	302	269	242	0	266	287	281	285	305	266	258	223	
TOTAL	550	562	592	584	564	516	476	0	TOTAL	555	569	550	559	586	590	567	519	450	453	0	567	516	453	0	553	563	586	589	569	516	486	440	
Solano									Solano																								
K	95	71	66	62	60	70	65	0	K	85	77	93	76	68	62	60	74	60	61	0	60	70	61	0	93	75	67	63	58	70	61	62	
1	68	94	70	67	60	65	56	0	1	114	88	66	94	70	65	61	66	56	57	0	61	65	57	0	65	97	67	59	61	65	60	54	
2	88	67	91	63	61	71	62	0	2	80	101	89	68	89	60	60	72	62	62	0	60	71	62	0	91	70	85	59	57	69	63	58	
3	95	87	79	77	50	56	65	0	3	88	81	98	81	68	75	50	62	62	59	0	50	56	59	0	99	86	70	74	51	55	57	48	
4	88	98	72	76	76	50	54	0	4	108	98	91	98	74	74	76	52	53	50	0	76	50	50	0	91	97	69	73	76	51	51	57	
5	101	86	82	68	71	56	52	0	5	75	105	96	85	81	68	72	57	50	47	0	72	56	47	0	95	83	82	69	71	57	45	41	
6	102	89	85	75	57	60	48	0	6	59	74	101	87	85	75	59	59	46	48	0	59	60	48	0	97	88	82	74	59	61	48	44	
TOTAL	637	586	545	488	435	428	402	0	TOTAL	609	624	634	589	535	479	438	442	389	384	0	438	428	384	0	631	596	522	471	433	428	385	364	
iSchool									iSchool																								
K						14	0		K								12	0	0														
1						24	6		1								19	6	7														
2						24	6		2								21	6	7														
3						28	10		3								29	10	11														
4						28	11		4								25	12	10														
5						28	18		5								28	18	18														
6						44	13		6								42	12	13														
						190	64		TOTAL								176	64	66														
SEAS									SEAS																								
Pre-Sch.	53	39	43	43	36	32	24	0	Pre-Sch.	52	41	57	42	48	46	37	27	22	25	8	0	37	32	25	0	59	48	44	48	35	33	29	0
Spec. Ed.	63	60	78	86	86	69	68	0	Spec. Ed.	90	74	64	59	79	85	84	70	66	64	0	84	69	64	0	62	63	78	88	81	68	58	0	
Dist.Totals	2982	2929	2879	2816	2592	2557	2436	7	Dist.Totals	2913	2998	2978	2928	2855	2824	2587	2556	2393	2409	8	2588	2557	2409	7	3002	2942	2845	2833	2553	2556	2437	222	
	-41	-53	-50	-63	-224	-35	-121	-173		-59	85	-20	-50	-73	-31	-237	-31	-163	-163	-62	-275	-31	-148	-73	+4	-60	-97	-12	-280	+3	-119	-110	

Encanto	Apr. '19	Apr. '20	Apr. '21	Apr. '22	Apr. '23	Apr. '24	Encanto	May '20	May '21	May '22	May '23	May '24	Encanto	Year End	Year End'21	Year End '22	Year End '24
K	182	108	108	165	147	144	K			165	146	143	K			165	143
1	170	103	102	149	156	143	1			149	156	142	1			149	142
2	159	97	95	152	150	151	2			154	152	153	2			154	153
3	135	83	83	132	146	148	3			130	146	150	3			130	150
TOTAL	646	391	388	598	599	586	TOTAL			598	600	588	TOTAL			598	588
Clarendon							Clarendon							Clarendon			
4	148	95	97	106	133		129	4			104	132	129	4		104	129
5	150	65	65	111	109	134	5			112	108	134	5			112	134
6	160	83	84	100	126	114	6			100	124	113	6			100	113
TOTAL	458	243	246	317	368	377	TOTAL			316	364	376	TOTAL			316	376
Longview							Longview							Longview			
K	68	40	39		51	54	47	K			50	54	47	K		50	47
1	73	48	47	58	52	72	1			56	52	71	1			56	71
2	69	40	40	67	66	51	2			66	69	51	2			66	51
3	72	33	32	60	64	55	3			59	64	55	3			59	55
4	72	45	46	57	61	67	4			55	64	68	4			55	68
5	67	40	41	60	56	67	5			59	58	67	5			59	67
6	80	37	37	48	63	61	6			48	61	63	6			48	63
TOTAL	501	283	282	401	416	420	TOTAL			393	422	422	TOTAL			393	422
Montecito							Montecito							Montecito			
K	1	0	0	6	13		9	K			5	13	9	K		5	9
1	0	1	1	2	9	13	1			2	9	13	1			2	13
2	1	3	3	0	4	6	2			1	4	6	2			1	6
3	3	2	1	4	1	3	3			5	1	3	3			5	3
4	2	0	0	1	1		4			1	1		4			1	
5	7	6	6	2	1		5			2	1		5			2	
6	3	3	2	4	2		6			4	2		6			4	
TOTAL	17	15	13	19	31	31	TOTAL			20	31	31	TOTAL			20	31
OMS							OMS							OMS			
7	308	145	150	250	225	219	7			242	228	218	7			242	218
8	281	160	172	268	258	223	8			266	254	224	8			266	224
TOTAL	589	305	322	518	483	442	TOTAL			508	482	442	TOTAL			508	442
Solano							Solano							Solano			
K	67	48	45	70	59	58	K			70	58	59	K			70	59
1	70	44	43	66	61	55	1			61	61	53	1			61	53
2	83	43	41	69	62	55	2			65	62	54	2			65	54
3	72	36	33	55	57	48	3			53	56	47	3			53	47
4	71	40	43	54	51	55	4			54	49	52	4			54	52
5	82	44	46	56	46	42	5			58	47	42	5			58	42
6	80	33	32	61	49	45	6			61	48	44	6			61	44
TOTAL	525	288	283	431	385	358	TOTAL			422	381	351	TOTAL			422	351
iSchool							iSchool							iSchool			
K			78	15	0		K			14	0		K			14	
1			101	23	7		1			21	7		1			21	
2			95	26	7		2			21	7		2			21	
3			103	28	11		3			24	11		3			24	
4			97	26	10		4			28	10		4			28	
5			105	27	17		5			26	17		5			26	
6			93	41	13		6			41	13		6			41	
			115		0												
TOTAL			916	186	65		TOTAL			175	65		TOTAL			175	
SEAS							SEAS							SEAS			
Pre-Sch.	51		41	36	30	0	Pre-Sch.			38	37	38	Pre-Sch.			38	38
Spec. Ed.	77		80	75	47	0	Spec. Ed.			68	48	69	Spec. Ed.			68	69
Dist. Tota	2864	1525	2571	2581	2424	2214	Dist. Totals			2538	2430	2321	Dist. Totals			2538	2321
	-89	-1339	+1046	+10	-157						-107	-109					-217

SpEd Monthly Enrollment Worksheet							
				Date: 09/04/2024			
Clarendon	Encanto	OMS	Solano	Longview	Montecito	Program	Total
1		2	1	1		Private Pl. (OSD Students)	5
			13	9		Pre-School (DD)	22
						Headstart	
10	16	14	29	6		Self-Contained	75
	5			2		SEAS	7
40	20	41	20	30	2	Resource	153
						Speech & Lang (w/add'l disability)	0
14	19	1	5	13	2	Speech & Lang	54
						Montessori SPED	0
			1		1	Community PS SPED	2
						Service Plans (Private Sch Stud)	8
						Homebound SPED	2
65	60	58	69	61	5	Totals**	328
** Totals Do Not Include Speech (w/add'l disability)							
			Self-Contained				
			Sabbath	5		Hearing	5
AZ Day Sch De	1		Allen	5		Vision	2
ACCEL			Roberts	6		Orthopedic Impairment	1
The Aces	4		McHale	11		Physical Therapy	5
Service Plans	8		Regis	6		Occupational Therapy	87
			Parker	5		Autism	53
			Cooper	9		MDSSI	2
			Logrono	7		MiID	6
Suspension Private Pl			Teola Linton Brow	10		MoID	2
			Reddick	11		Voucher	1
			SEAS				
Home Bound Non-SPED			Scilley	2		Peer model Preschool	
						504 Non-SPED	41
revised 9-8-21							

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – VII-F

Agenda Item

2024-2025 School Year Tax Rates

For Board: ☐ Action ☐ Discussion ☒ Information

Background –

In accordance with Arizona Revised Statutes, the Maricopa County Board of Supervisors will adopt a tax rate for your school district the third Monday in August and County School Superintendents must submit the tax information to the Property Tax Oversight Committee by July 24th for FY 2025 taxes.

The Quasimyar Tax Rate impact, after state aid recalculations, resulted in an additional \$.014 to the primary rate.

Legal

A.R.S. §15-991

Financial

<u>FY2021 Rate</u>	<u>FY2022 Rate</u>	<u>FY2023 Rate</u>	<u>FY2024 Rate</u>	<u>FY2025 Rate</u>
Primary = \$2.2064	Primary = \$2.2138	Primary = \$2.0577	Primary = \$1.7962	Primary = \$1.6621
Secondary= \$2.2656	Secondary= \$2.1729	Secondary= \$2.1355	Secondary= \$2.0069	Secondary= \$2.2356
Total = \$4.4720	Total = \$4.3867	Total = \$4.1932	Total = \$3.8031	Total = \$3.8977

Governing Board Goals

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

Recommendation

Information

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number –VIII-A

Agenda Item

Election of Board Clerk

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

Policy BDB states

In the absence of the President of the Board, the Clerk shall assume that position for the duration of the absence of the President. When the Clerk assumes the position of acting president, the Board shall elect an acting clerk. Should the absence of the President become permanent, a new president will be elected by the majority of the Board.”

“The Clerk of the Governing Board shall discharge such duties as are prescribed by the Board.”

Legal

Financial

Governing Board Goals

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

Recommendation

Per Board discussion/decision.

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number –VIII-B

Agenda Item

Approval and second reading of ASBA Policy Revisions to the following policies:

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

Approval of first reading of ASBA Policy Revisions to the following policies:

ACA-Sexual Harassment
ACAA-Title IX Sex Discrimination
ACAA-R Title IX Sex Discrimination
BBBA-Board member Qualifications
GBK – Staff Grievances
GCF – Professional Staff Hiring
GDF- Support Staff Hiring
IHA- Basic Instructional Program
IKF- Graduation Requirements
JFABC- Admission of Transfer Students
JFB-Open Enrollment
JFB-R- Open Enrollment
JH-Student Absences and Excuses
JHD- Exclusions and Exemptions from School Attendance
JHD-R-Exclusions and Exemptions from School Attendance
JHD-EA-Exclusions and Exemptions from School Attendance
JHD-EB- Exclusions and Exemptions from School Attendance
JII- Student concerns, Complaints and Grievances
JLCD-R Medicines/Administering Medicines to Students

Legal

Financial

Governing Board Goals

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

Recommendation

It is recommended that the Governing Board approve the revisions to ASBA policies.

Moved _____ Seconded _____ P/F

Alph Code	Policy Name	Superintendent Notes	Additional Notes
ACA	Sexual Harassment	<p>The following policy advisories are derived from the Department of Education's (DOE) Final Rule under Title IX, to ensure that, under Title IX, no person experiences sex discrimination or harassment in federally funded education. Effective August 1, 2024, the Final Rule protects against all sex-based harassment and discrimination for all persons, including students and employees; promotes accountability and fairness; and empowers and supports students and families.</p> <p>The Final Rule requires schools to take prompt and effective action when appropriate, reaffirms the DOE's commitment to fairness for all parties, including parents and guardians, and demonstrates its respect for complainants' autonomy and privacy. It clarifies definitions, the scope of sex discrimination, and schools' obligations, including but not limited to taking prompt and effective action, providing supportive measures, and communicating its nondiscrimination policies. It also provides schools with the flexibility needed to implement Title IX in differing educational communities and settings, protects students, employees and applicants from discrimination based on pregnancy or related conditions, and protects students and employees from retaliation.</p> <p>Because of the extensive nature of this final rule, districts may want to consider consulting with their legal counsel regarding specific policy revisions for their unique communities. Note: The DOE's process is still ongoing for a Title IX regulation related to athletics</p>	Approve as presented
ACAA ACAA-R	Title IX Sex Discrimination		
BBBA	Board Member Qualifications	SB1280 amended A.R.S. § 15-302 and § 15-421 by adding that a convicted sex offender is ineligible for membership on a school district governing board.	
GBK	Staff Grievances	See notes for policies ACA and ACAA	
GCF GDF	Professional Staff Hiring Support Staff Hiring	SB1558 added A.R.S. § 15-509 which requires any individual who applies for employment by a K-12 school to disclose if said individual has pled guilty, no contest, been convicted, or is awaiting trial for various offenses including dangerous crimes against children, sexual conduct with a minor, any crime requiring sex offender registration, and/or crimes in other states in similar categories. A knowing violation of this statute is a Class 6 Felony, unless failure to disclose was due to a good faith mistake of law.	Approve as presented
IHA IKF	Basic Instructional Program Graduation Requirements	HB2779 amended A.R.S. § 15-701.02 to increase required instructional time on the Holocaust and other genocides.	Approve IHA, Do NOT Approve IKF as this is related to high schools and Osborn currently does not have a Policy IKF

JFABC	Admission of Transfer Students	HB2645 added § 15-701.04 which delineates the role of the State Board of Education to develop guidelines for school districts and charter schools to consider in their policies that govern academic credit calculation, including partial credit, for foster students who transfer schools while enrolled in grades 9-12. A school district governing board or charter school governing body must also develop policies that address transfer credits for foster students who transfer into its school district or charter school and additionally, within ten days of receiving the foster student's educational records, a foster student must meet with a school official to discuss a graduation plan. In addition, a school district or charter school that enrolls a foster student can administer a local competency assessment in order to award full or partial credit for core competencies as applicable. Finally, a school district governing board or charter school governing body may not require an eleventh or twelfth grade transferring foster student to satisfy a course of study or competency requirement to graduate from high school that are in addition to or higher than the minimum course of study and competency requirements prescribed by the State Board of Education.	Approve as presented
JFB JFB-R	Open Enrollment	HB2311 amended A.R.S. § 15-816.01 for school districts (A.R.S. § 15-184 for Charters) by adding an additional student category to whom a school district may give enrollment preference, specifically, children of a member of the armed forces of the United States who either is on active duty or was killed in the line of duty. The Regulation was also updated.	Approve as presented
JHD JHD-R JHD-EA JHD-EB	Exclusions and Exemptions from School Attendance	Language was updated to align with § A.R.S. 15-346.	Approve as presented
JII	Student Concerns, Complaints and Grievances	See notes for policies ACA and ACAA	Approve as presented
JLCD-R	Medicines/Administering Medicines to Students	HB2174 amended A.R.S. § 15-344.01, § 32-1401, § 32-1854 and § 32-1901.01 regarding the ordering and emergency administration of glucagon for students with diabetes. A school district may now obtain a standing order for glucagon and store doses at individual schools where it can be administered by a specified individual to a student with diabetes in an emergency.	Approve as presented

Compare current to previous Policy Advisories for "ACA © SEXUAL HARASSMENT"

 firstlast 

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

ACA © SEXUAL HARASSMENT

All individuals associated with this District, including, but not necessarily limited to, the Governing Board, the administration, the staff, and students, are expected to conduct themselves at all times so as to provide an atmosphere free from sexual harassment.

Sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964 [and Title IX of the Education Amendments of 1972](#).

The Equal Employment Opportunity Commission defines "sexual harassment" as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- A. Submission to such conduct is either explicitly or implicitly made a term or condition of an individual's employment; or
- B. Submission to or rejection of such conduct is used as a basis for employment decisions affecting such individual; or
- C. Such conduct has the purpose or effect of substantially interfering with an individual's work performance, or creating an intimidating, hostile, or offensive work environment.

Sexual harassment may include, but is not limited to:

- A. Suggestive or obscene letters, notes, invitations, derogatory comments, slurs, jokes, epithets, assault, touching, impeding or blocking movement, leering, gestures, or display of sexually suggestive objects, pictures, or cartoons.
- B. Continuing to express sexual interest after being informed that the interest is unwelcome. (Reciprocal attraction between peers is not considered sexual harassment.)
- C. Implying or withholding support for an appointment, promotion, or change of assignment; suggesting that a poor performance report will be prepared; suggesting that probation will be failed.
- D. Coercive sexual behavior used to control, influence, or affect the career, salary, and/or work environment of another employee.
- E. Offering or granting favors or ~~educational or~~ employment benefits, such as promotions, favorable performance evaluations, favorable assignments, favorable duties or shifts, recommendations, reclassifications, et cetera, in exchange for sexual favors.

Anyone who is subject to sexual harassment, or who knows of the occurrence of such conduct, should inform the compliance officer, as provided in ACA-R.

A substantiated charge against a staff member in the District shall subject such staff member to disciplinary action.

All matters involving sexual harassment complaints will remain confidential to the extent ~~possible~~[practicable and allowable by law](#).

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[41-1461](#) *et seq.*

20 U.S.C. 1681, Education Amendments of 1972, Title IX,
[as amended in 2024, Title IX](#)

20 U.S.C. 1703, Equal Employment Opportunity Act of 1972

42 U.S.C. 2000, Civil Rights Act of 1964 as amended, Title VII

CROSS REF.:

[AC](#) - Nondiscrimination/Equal Opportunity

[GBA](#) - Equal Employment Opportunity

[GCQF](#) - Discipline, Suspension, and Dismissal of Professional Staff Members

[GDQD](#) - Discipline, Suspension, and Dismissal of Support Staff Members

[KED](#) - Public Concerns/Complaints about Facilities or Services

[KFA](#) - Public Conduct on School Property

Compare Policy Advisory "ACAA © TITLE IX SEX DISCRIMINATION" to Policy in Manual

 first

last 

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

ACAA © TITLE IX ~~SEXUAL HARASSMENT~~ SEX DISCRIMINATION

Title IX of the Federal Education Amendments Act protects people from discrimination based on sex in education programs or activities that receive Federal financial assistance. The District does not discriminate on the basis of sex and is required by Title IX not to discriminate in such a manner. The District adheres to all conditions established by Title IX by recognizing the right of every student who attends school in the District and every employee who works in the District to do so without the fear ~~of~~ **of sex discrimination, to include unlawful** sexual harassment.

The District accepts and shall employ the definition of sexual harassment as established by the Title IX regulations. Sexual harassment means conduct on the basis of sex that satisfies one (1) or more of the following:

- A. An employee of the District conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;
- B. Unwelcome conduct determined by a reasonable person to be so severe ~~;~~ **or** pervasive ~~;~~ **and objectively offensive** that it effectively denies a person equal access to the District's education program or activity; or
- C. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

D. Hostile Environment Harassment.

The District also accepts and shall employ the definition of a complainant as an individual who is alleged to be the victim of conduct that could constitute sexual harassment, and a respondent as an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

The District shall designate and authorize an employee as the "Title IX Coordinator" to comply with its responsibilities pertaining to sexual harassment under Title IX. Inquiries about the application of Title IX may be referred to the District's Title IX Coordinator.

Any person may report sex discrimination, including sexual harassment, regardless of whether the person reporting is the person alleged to be the victim of the reported conduct or not. A report may be made in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office ~~address, listed~~ **address listed** for the Title IX Coordinator. The District shall notify students, parents or legal guardians of students, employees, applicants for employment, and all unions or professional organizations holding collective bargaining or

professional agreements with the District, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator.

The District will respond promptly when any school employee has ~~notice~~[notice of sex discrimination, including](#) of sexual harassment. Upon receipt of notice of sexual harassment, the District shall notify students, parents or legal guardians of students, employees, applicants for employment, and all unions or professional organizations holding collective bargaining or professional agreements with the District, of the District's grievance procedures and grievance process, including how to report or file a complaint of sex discrimination, how to report or file a ~~formal~~ complaint of sexual harassment, and how the District shall respond. The District is committed to investigating each ~~formal~~ complaint submitted and to taking appropriate action on all confirmed violations of policy. The District shall follow grievance procedures that provide for the prompt and equitable resolution of complaints from students and employees alleging sexual harassment.

The District ~~shall, to the extent reasonably feasible,~~[will make reasonable efforts](#) to keep confidential the identity of any individual who has made a report or filed a ~~formal~~ complaint of sexual harassment, any ~~complainant,~~[any](#) individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as is necessary to carry out the grievance process and as may otherwise be permitted by law.

Title ~~IX~~[IX sex discrimination complaints, including](#) sexual harassment complaints may include violations covered by Arizona's mandatory reporting statute, A.R.S. §[13-3620](#). Any abuses classified by statute as "reportable offenses" must be reported as such to the authorities because not reporting a reportable offense is classified as a Class 6 Felony.

Retaliation Prohibited

Neither the District nor any person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, or because the individual has in good faith made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing.

Intimidation, threats, coercion, or discrimination, including charges against an individual for violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination or ~~a report or formal complaint of~~ sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[13-3620](#)

20 U.S.C. 1092

20 U.S.C. 1681, Education Amendments of 1972, Title IX,
[as amended in 2024, Title IX](#)

34 U.S.C. 12291

CROSS REF.:

[AC](#) - Nondiscrimination/Equal Opportunity

[JB](#) - Equal Educational Opportunities



first

Compare current to previous Policy Advisories for "ACAA-R ©"

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

last



ACAA-R ©

REGULATION

TITLE IX ~~SEXUAL HARASSMENT~~ SEX DISCRIMINATION

Title IX Coordinator

The Superintendent shall appoint an employee as the "Title IX Coordinator." If the Title IX Coordinator is the respondent, the complaint shall be filed with the Superintendent.

Title IX Coordinator:

Name/Title: _____

Address: _____

E-mail: _____

Telephone: _____

Response to ~~Sexual Harassment~~

~~When the District has actual knowledge of sexual harassment in an~~

Sex Discrimination

A recipient with knowledge of conduct that reasonably may constitute sex discrimination in its education program or activity ~~of the District against a person in the United States, it shall respond promptly in a manner that is not deliberately indifferent.~~

~~A. "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to a District's Title IX Coordinator or to any employee.~~

~~B.~~

must respond promptly and effectively.

An "education program or activity" includes locations, events, or circumstances over which the District exercised substantial control over both the respondent and the context in which the

~~sexual harassment~~

sex discrimination occurs, and also includes any building owned or controlled by a student organization that is officially recognized by the District.

~~C. A District is "deliberately indifferent" only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.~~

The District's initial response to any report of ~~sexual harassment~~ sex discrimination must treat complainants and respondents equally by offering supportive measures to both and must follow the established grievance process before disciplining a respondent.

~~Even if no formal complaint has been filed, the~~ The Title IX Coordinator shall promptly:

- A. Contact the complainant to discuss the availability of supportive measures;
- B. Consider the complainant's wishes with respect to supportive measures;
- C. Inform the complainant of the availability of supportive measures ~~with or without the filing of a formal complaint~~; and
- D. Explain to the complainant the process for filing a formal complaint.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a ~~formal complaint or where no formal complaint has been filed~~. Such measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter ~~sexual harassment~~ sex discrimination. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, and other similar measures. The District shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

The District may remove a respondent from the District's education program or activity on an emergency basis, provided that the District undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of ~~sexual harassment~~ sex discrimination justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

Response to a ~~Formal~~ Notification Complaint

~~"Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the District investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the District with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information listed above, and by any additional method designated by the District that results in the Title IX Coordinator receiving the complaint.~~

~~The District may place a non-student employee respondent on administrative leave during the pendency of a grievance process in response to a formal complaint. This provision may not be~~

~~construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.~~

~~For the purpose of addressing formal complaints of sexual harassment, this grievance process shall comply with the following basic elements:~~

- ~~A. Provide written notice to all parties upon receipt of complaint, which must include:
 - ~~1. Notice of the District's formal grievance process, including any informal resolution process;~~
 - ~~2. Notice of the allegations, including sufficient details to allow respondent to prepare a response (such as the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident);~~
 - ~~3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;~~
 - ~~4. Notice that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence; and~~
 - ~~5. Notice of any provision in the District's code of conduct that prohibits knowingly making false statements or providing false information in the grievance process.~~~~
- ~~B. Treat complainants and respondents equitably;~~
- ~~C. Require an objective evaluation of all relevant evidence;~~
- ~~D. Require that the Title IX Coordinator, investigator, decision-maker, or any person designated by the District to facilitate an informal resolution process, be properly trained and not have a conflict of interest against complainants and respondents generally or against the particular complainant and respondent;~~
- ~~E. Include a presumption that the respondent is not responsible for the alleged conduct until a determination has been made at the conclusion of the grievance process;~~
- ~~F. Include reasonably prompt timeframes for the conclusion of the grievance process;~~
- ~~G. Describe or list the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility;~~
- ~~H. State that the District uses a preponderance of evidence standard to determine responsibility;~~
- ~~I. Include the procedures and permissible reasons for appeal by a respondent or a complainant;~~
- ~~J. Describe the range of supportive measures available to complainants and respondents; and~~
- ~~K. Not require, allow, or use evidence or questions that constitute or seek legally privileged information, unless the privilege is waived.~~

~~If the conduct alleged in a formal complaint does not meet the Title IX definition of sexual harassment~~

of Conduct

The Title IX Coordinator must take the following actions upon being notified of conduct that reasonably may constitute sex discrimination:

- A. Treat the complainant and respondent equitably. (§ 106.44(f)(1)(i)).
- B. Offer and coordinate supportive measures, as appropriate, for the complainant. If the recipient has initiated grievance procedures or offered an informal resolution process to the respondent, offer and coordinate supportive measures as appropriate, for the respondent. (§ 106.44(f)(1)(ii)).
- C. Notify the complainant, or if the complainant is unknown, the individual who reported the conduct, of the grievance procedures and the informal resolution process, if available and appropriate. (§ 106.44(f)(1)(iii)(A)).
- D. If a complaint is made, notify the respondent of the grievance procedures and the informal resolution process, if available and appropriate. (§ 106.44(f)(1)(iii)(B)).
- E. In response to a complaint, initiate the recipient's grievance procedures or informal resolution process, if available and appropriate. (§ 106.44(f)(1)(iv)).
- F. In the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, make a fact-specific determination by considering, at a minimum, eight (8) listed factors, and determining whether the conduct as alleged presents an imminent and serious threat to the health or safety of a complainant or other person or prevents the recipient from ensuring equal access based on sex to its education program or activity such that the Title IX Coordinator may initiate a complaint. (§ 106.44(f)(1)(v)).
- G. If the Title IX Coordinator initiates a complaint, notify the complainant prior to doing so and appropriately address reasonable concerns about the complainant's safety or the safety of others. (§ 106.44(f)(1)(vi)).
- H. Regardless of whether a complaint is initiated, take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the recipient's education program or activity, in addition to providing remedies to an individual complainant. (§ 106.44(f)(1)(vii)).

If the conduct alleged does not meet the Title IX definition of sex discrimination as established in Governing Board policy, did not occur in the District's education program or activity, or did not occur against a person in the United States, then the District shall dismiss the allegations for purposes of Title IX but may still address the allegations in any manner the District deems appropriate under other District policies.

The District may dismiss a ~~formal~~-complaint or any allegations therein, if at any time:

- A. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the ~~formal~~-complaint or any allegations therein;
- B. The respondent is no longer enrolled or employed by the District; or
- C. Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the ~~formal~~-complaint or allegations therein.

Upon dismissal of a ~~formal~~ complaint or any allegations therein, the District shall promptly send written notice of the dismissal, including the reasons for the dismissal, simultaneously to the parties.

When investigating a formal complaint and throughout the grievance process, the District shall:

- A. Ensure that the burden of proof and the burden of gathering evidence rests on the District and not on the parties, except that certain treatment records cannot be obtained without voluntary, written consent of a party;
- B. Provide an equal opportunity for the parties to present witnesses and evidence;
- C. Not restrict the ability of either party to discuss the allegations or to gather and present evidence;
- D. Provide the parties with the same opportunities to have others present during any meeting or grievance proceeding;
- E. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of any meeting or grievance proceeding, with sufficient time for the party to prepare to participate;
- F. Provide both parties an equal opportunity to inspect and review any evidence so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation (prior to completion of the investigative report, the investigator will send to each party and the party's advisor, if any, a copy of all evidence gathered during the investigation and will allow the parties at least ten (10) days to submit a written response to any of the evidence); and
- G. Create an investigative report that fairly summarizes relevant evidence and, at least ten (10) days prior to a determination of responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or hard copy, for their review and written response.

After the District has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision-maker(s) shall afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence are offered to prove consent.

Decision-maker(s) must not have bias or conflict of interest. A decision-maker may be the Title IX Coordinator or investigator as long as there is no bias or conflict or interest.

The decision-maker(s), who cannot be the same person(s) as the Title IX Coordinator or the investigator(s), shall apply the District's established standard of evidence and shall issue a written determination regarding responsibility that includes:

- A. Identification of the allegations potentially constituting ~~sexual harassment~~sex discrimination;
- B. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with

parties and witnesses, site visits, methods used to gather other evidence, and hearings held;

C. Findings of fact supporting the determination;

D. Conclusions regarding the application of the District's code of conduct to the facts;

E. A statement of and rationale for the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the District imposes on the respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity shall be provided by the District to the complainant; and

F. The District's procedures and permissible bases for the complainant and respondent to appeal.

The District shall provide the written determination to the parties simultaneously. The Title IX Coordinator is responsible for effective implementation of any remedies.

The District shall offer both parties the right to appeal from a determination regarding responsibility and from a dismissal of a ~~formal~~ complaint or any allegations therein, on the following bases:

A. Procedural irregularity that affected the outcome of the matter;

B. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

C. The Title IX Coordinator, investigator(s), or decision-makers(s) had a conflict of interest or bias ~~for or against complainants or respondents generally or the individual complainant or respondent that affect the outcome of the matter.~~

As to all appeals, the District shall:

A. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

B. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

C. Ensure that the decision-maker(s) for the appeal does not have a conflict of interest or bias ~~for or against complainants or respondents generally or an individual complainant or respondent;~~

D. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

E. Issue a written decision describing the result of the appeal and the ~~rational~~ **rationale** for the result; and

F. Provide the written decision simultaneously to both parties.

The District may not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an

investigation and adjudication of ~~formal~~ complaints of ~~sexual harassment~~. ~~Similarly, the District may not require the parties to participate in an informal resolution process and may not offer an informal resolution process unless a formal complaint is filed. However, sex discrimination.~~ ~~However,~~ at any time prior to reaching a determination regarding responsibility during a ~~formal~~ complaint process, the District may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the District:

A. Provides to the parties a written notice disclosing:

1. The allegations;
2. The requirements of the informal resolution process, ~~including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations,~~ provided ~~, however,~~ that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process ~~and resume the grievance process with respect to the formal complaint;~~ and
3. Any consequences resulting from participating in the informal resolution process, including the records that shall be maintained or could be shared;

B. Obtains the parties' voluntary, written consent to the informal resolution process; and

C. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

The District shall maintain for a period of seven (7) years records of:

A. Each ~~sexual harassment~~sex discrimination investigation including:

1. Any determination regarding responsibility;
2. Any disciplinary sanctions imposed on the respondent; and
3. Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity.

B. Any appeal and the result therefrom;

C. Any informal resolution and the result therefrom; and

D. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The District shall make these training materials publicly available on its website, or if the District does not maintain a website the District shall make these materials available upon request for inspection by members of the public.

The District shall create and maintain for a period of seven (7) years, records of any actions, including supportive measures taken in response to a report or ~~formal~~ complaint of ~~sexual harassment~~sex discrimination. In each instance, the District shall document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the District's education program or activity. If a District does not provide a complainant with supportive measures, then the District shall document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the District in the future from providing additional explanations or detailing additional measures taken.

Compare current to previous Policy Advisories for "BBBA © BOARD MEMBER QUALIFICATIONS"

 first

last 

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

BBBA © BOARD MEMBER QUALIFICATIONS (Governing Board Membership)

A person who is a registered voter of this state ~~and~~, has been a resident of the District for one (1) year immediately preceding the day of election, and is not subject to registration as a sex offender in this state or any other jurisdiction is eligible for ~~election~~ election or appointment to the office of Governing Board member.

No employee of the District, including a person who directly provides certificated or support services to the District as an employee of a third-party contractor, or the spouse of such employee may hold membership on the Governing Board of this District.

A Governing Board member is ineligible to serve simultaneously as a member of any other school district governing board, except that a Governing Board member may be a candidate for nomination or election for any other governing board if serving in the last year of a term of office.

Five-Member Board Same

Household Limitation

By legislative restriction applicable to five (5) member Boards, persons related as immediate family and having the same household within four (4) years:

- A. Shall not serve simultaneously on the Governing Board.
- B. Are ineligible to be a candidate for nomination or election to the Governing Board, except when a member is serving in the last year of a term of office.
- C. Are ineligible to be simultaneous candidates for nomination or election to the Governing Board.

A qualified elector residing in the District may bring an action in Superior Court to enforce these restrictions.

For purposes of this policy, the definitions of "immediate family" and "household of residence" set out in A.R.S. 15-421 shall apply.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:-

A.R.S.-

15-302

[15-421](#)

[38-201](#)

[38-296.01](#)

Arizona Constitution, Article VII, Section 15

Compare Policy Advisory "GBK © STAFF GRIEVANCES" to Policy in Manual

 first

last 

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

GBK © STAFF GRIEVANCES

Effective communication between District employees, the administrative staff, and the Board is essential for proper operation of the schools. The Governing Board, therefore, authorizes the Superintendent to establish a grievance procedure for employees as the prescribed means of resolving grievances at the earliest date and the lowest possible administrative level. [In cases of alleged sex discrimination, this grievance procedure should provide supportive measures to complainants and respondents affected by the alleged sex discrimination conduct, must require adequate notice, must provide an equal opportunity to present and access evidence, and provide a reasonable opportunity for response by each party.](#)

Such procedure shall provide [for an appeal to the Board](#) for ~~Board~~ review of any grievance that cannot be resolved at the administrative level. In such instances, the ~~affected individual may request that the Governing Board review the situation. Such request~~ shall be in writing and shall contain the basis for the appeal, including the act or acts out of which the grievance arose, identification of the Board policies and/or administrative regulations involved, and the remedy sought. Within five (5) working days following notification of the Superintendent's decision, any written request for appeal shall be submitted to the Superintendent for transmittal to the Board. The Governing Board, at a time of its choosing, shall review the grievance and issue a response within fifteen (15) working days following such review.

The decision of the Governing Board is final.

Adopted: ~~date of Manual adoption~~[<-- z2AdoptionDate -->](#)

LEGAL REF.:

A.R.S.

[38-532](#)

[20 U.S.C. 1681, Education Amendments of 1972, Title IX,](#)

[as amended in 2024, Title IX](#)

Compare current to previous Policy Advisories for "GCF © PROFESSIONAL STAFF HIRING"

 firstlast 

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

GCF © PROFESSIONAL STAFF HIRING

It shall be the policy of the District to employ and retain the best qualified personnel. This will be accomplished by considering qualifications and by providing competitive salary schedules within the financial capability of the District, adequate facilities, and good working conditions.

Before employing a certificated or noncertificated person, school districts and charter schools shall conduct a search of the prospective employee on the educator information system that is maintained by the Department of Education.

A school district or charter school may not employ either of the following in a position that requires a valid fingerprint clearance card:

- A. A certificated person whose certificate has been suspended, surrendered or revoked, unless the State Board of Education has subsequently reinstated the person's certificate.
- B. A noncertificated person who has been prohibited from employment at a school district or charter school by the State Board of Education pursuant to A.R.S. [15-505](#).

[Candidates shall disclose whether they have pled guilty, pled no contest, been convicted of or are awaiting trial pursuant to A.R.S. 15-509.](#)

Each school district and charter school shall annually submit to the Department of Education a list of certificated and noncertificated persons who are employed at the school district or charter school. The department shall issue guidance to school districts and charter schools regarding this requirement.

The Board has the legal responsibility of approving the employment of all employees. While this responsibility cannot be waived, the Board assigns to the Superintendent the process of recruiting staff members. In carrying out this responsibility, the Superintendent may involve other staff members as needed. All personnel selected for employment must be recommended by the Superintendent and approved by the Board. The Board adopts the following general criteria, which shall be utilized in the selection process for initial employment:

- A. There will be no discrimination in the hiring process due to race, color, religion, sex, age, national origin, or disability of an otherwise qualified individual.
- B. Candidates for professional positions shall be qualified for and have the training necessary to perform the instructional duties or functions for which they have applied.
- C. Each candidate shall provide evidence of meeting state requirements for certification.
- D. Each candidate shall be requested to complete a consent-and-release form regarding conduct of a background investigation.

E. A "background investigation" - consisting of communication with the applicant's (or employee's) former employer that concerns education, training, experience, qualifications, and job performance for the purpose of evaluation for employment - shall be conducted on each individual to be considered for a recommendation of employment. Forms developed for this purpose are to be used.

Information obtained about an employee or applicant for employment by the District in the performance of a background investigation, including any records indicating that a current or former employee of a school or school district was disciplined for violating policies of the School District Governing Board pursuant to A.R.S. [15-153](#), may be retained by that district and may be provided to any school district or other public school that is performing a background investigation.

Any employee's misstatement of fact that is material to qualifications for employment or the determination of salary shall be considered by the Board to constitute grounds for dismissal.

Before employment, schools or school districts shall verify the certification and fingerprint status of applicants who apply for school or school district positions that require certification.

Should the need arise to employ a teacher who meets the requirements for a conditional certificate before an applicant has obtained the appropriate valid fingerprint clearance card, the District may assist in obtaining the conditional certificate, and employ the teacher, by meeting all of the following conditions:

- A. The District verifies in writing on a form provided by the Arizona Department of Education (ADE) the necessity for hiring and placing the applicant into service before a fingerprinting check is completed.
- B. The District obtains from the Department of Public Safety a state-wide criminal records check on the applicant. Subsequent criminal records checks must be completed every one hundred twenty (120) days until a permanent certificate is received.
- C. The District searches the criminal records of all local jurisdictions outside Arizona where the applicant has lived in the previous five (5) years.
- D. The District obtains references from the applicant's current employer and two (2) most recent previous employers, except that for applicants who have been employed for at least five (5) years by the most recent employer, only references from that employer are required.
- E. The District provides general supervision of the applicant until permanent certification is issued by ADE.

Upon recommendation for employment the District shall confirm employment authorization and employment eligibility verification by participating in the E-Verify program of the Department of Homeland Security's (DHS) U.S. Citizenship and Immigration Services Bureau (USCIS) and the Social Security Administration (SSA). The District will then complete the Form I-9 as required and maintain the form with copies of the necessary documents and documentation of the authorization and verification pending any inquiry.

The Superintendent of Public Instruction may also impose any additional conditions or restrictions deemed necessary.

Any person who permits unauthorized access to criminal history record information, releases criminal history record information, or procures the release or uses criminal history record

information other than in accord with A.R.S. [41-1750](#) is guilty of a class 6 felony.

A professional candidate's acceptance of a contract offer must be indicated within _____ (_____) days from the date of the written contract or the offer is revoked. Written notice of the deadline date for acceptance shall be included in the contract offer or an attachment to the contract offer. The candidate accepts the contract by signing the contract and returning it to the Governing Board or by making a written instrument which accepts the terms of the contract and delivering it to the Governing Board. If the written instrument includes terms in addition to the terms of the contract offered by the Board, the candidate fails to accept the contract.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[13-3716](#)

[15-153](#)

[15-502](#)

[15-503](#)

[15-505](#)

[15-509](#)

[15-512](#)

[15-536](#)

[15-538.01](#)

[15-539](#)

[15-550](#)

[23-211](#)

[23-212](#)

[23-1361](#)

[38-201](#)

[38-231](#)

[38-232](#)

[38-766.01](#)

[41-1750](#)

[41-1756](#)

CROSS REF.:

[GCB](#) - Professional Staff Contracts and Compensation

[GCFC](#) - Professional Staff Certification and Credentialing Requirements
(fingerprinting requirements)

[GCO](#) - Evaluation of Professional Staff Members

Compare current to previous Policy Advisories for "GDF © SUPPORT STAFF HIRING"

 firstlast 

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

GDF © SUPPORT STAFF HIRING

It shall be the policy of the District to employ and retain the best qualified personnel. This will be accomplished by considering qualifications and by providing competitive wages within the financial capabilities of the District, adequate facilities, and good working conditions.

Recruitment of support staff personnel is the responsibility of the Superintendent. Other members of the administration and supervisory staff will assist as responsibilities are delegated by the Superintendent.

Before employing a certificated or noncertificated person, school districts and charter schools shall conduct a search of the prospective employee on the educator information system that is maintained by the ~~department~~Department of ~~education~~Education.

A school district or charter school may not employ either of the following in a position that requires a valid fingerprint clearance card:

- A. A certificated person whose certificate has been suspended, surrendered or revoked, unless the State Board of Education has subsequently reinstated the person's certificate.
- B. A noncertificated person who has been prohibited from employment at a school district or charter school by the State Board of Education pursuant to subsection b of this section.

Candidates shall disclose whether they have pled guilty, pled no contest, been convicted of or are awaiting trial pursuant to A.R.S. 15-509.

Each school district and charter school shall annually submit to the Department of Education a list of certificated and noncertificated persons who are employed at the school district or charter school. The department shall issue guidance to school districts and charter schools regarding this requirement.

The Board adopts the following general criteria and procedures, which shall be utilized in the selection process for initial employment:

- A. There will be no discrimination in the hiring process due to race, color, religion, sex, age, national origin, or disability of an otherwise qualified individual.
- B. Candidates for all positions shall be physically and mentally able to perform the duties of the position job descriptions for which they have applied.
- C. Each candidate shall be requested to complete a consent-and-release form regarding conduct of a background investigation.
- D. A "background investigation" - consisting of communication with the applicant's (or employee's) former employer that concerns education, training, experience, qualifications, and job performance for the purpose of evaluation for employment - shall be conducted

on each individual to be considered for a recommendation of employment. Forms developed for this purpose are to be used.

Information obtained about an employee or applicant for employment by the District in the performance of a background investigation, including any records indicating that a current or former employee of a school or school district was disciplined for violating policies of the School District Governing Board pursuant to A.R.S. [15-153](#), may be retained by that District and may be provided to any school district or other public school that is performing a background investigation.

Any employee's misstatement of fact that is material to qualifications for employment or the determination of salary shall be considered by the Board to constitute grounds for dismissal.

A district may hire and place a noncertificated employee into service before receiving the results of the mandatory fingerprint check or a fingerprint clearance card has been issued or denied. However, until fingerprint clearance has been received, an applicant who is required or allowed to have unsupervised contact with pupils cannot be hired and placed into service until:

- A. The District documents in the applicant's file the necessity for hiring and placing the applicant into service before a fingerprint check can be completed or a fingerprint clearance card is issued or denied.
- B. The District obtains from the Department of Public Safety a statewide criminal records information check on the applicant. Subsequent criminal records checks are also required every one hundred twenty (120) days until the date that the fingerprint check is completed or the fingerprint clearance card is issued or denied.
- C. The District obtains references from the applicant's current employer and two (2) most recent previous employers, except that for applicants who have been employed for at least five (5) years by the most recent employer, only references from that employer are required.
- D. The District provides general supervision of the applicant until the date the fingerprint check is completed or the fingerprint clearance card is issued or denied.

Upon recommendation for employment the District shall confirm employment authorization and employment eligibility verification by participating in the E-Verify program of the Department of Homeland Security's (DHS) U.S. Citizenship and Immigration Services Bureau (USCIS) and the Social Security Administration (SSA). The District will then complete the Form I-9 as required and maintain the form with copies of the necessary documents and documentation of the authorization and verification pending any inquiry.

The District reports to the Superintendent of Public Instruction on June 30 and December 31 the number of applicants hired prior to the completion of a fingerprint check or the issuance of a fingerprint clearance card and the number of applicants for whom fingerprint checks or fingerprint clearance cards have not been received after one hundred twenty (120) days and after one hundred seventy-five (175) days of hire.

The District may provide information received as a result of a fingerprint check required by section [15-512](#) to any other school district if requested to do so by the person who was the subject of the fingerprint check or communicate to any school district if requested to do so by the person who applied for a fingerprint clearance card whether the person has been issued or denied a fingerprint clearance card. A copy of any written communication regarding employment must be sent by the employer providing the information to the former employee's last known address.

Any person who permits unauthorized access to criminal history record information, releases criminal history record information, or procures the release or uses criminal history record information other than in accord with A.R.S. [41-1750](#) is guilty of a class 6 felony.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[13-3716](#)

[15-153](#)

[15-502](#)

[15-505](#)

[15-509](#)

[15-512](#)

[23-211](#)

[23-212](#)

[23-1361](#)

[38-201](#)

[38-481](#)

[41-1756](#)

CROSS REF.:

[GDFA](#) - Support Staff Qualifications and Requirements
(fingerprinting requirements)

Compare current to previous Policy Advisories for "IHA © BASIC INSTRUCTIONAL PROGRAM"

 first

last 

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

IHA © BASIC INSTRUCTIONAL PROGRAM

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

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

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

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

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

Minimum Course of Study for Students in the Common Schools

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

- A. English language arts (ELA);
- B. Mathematics;
- C. Social studies; including:

- 1. Civics; and

2. ~~Instruction~~ [Instruction](#) on the Holocaust and other genocides [for](#) at least ~~once in either the seventh (7th) grade or the eighth (8th) grade~~ [three \(3\) class periods, or the equivalent, on at least two \(2\) separate occasions during any of grades seven through twelve \(7-12\).](#)

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

D. Science;

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

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

F. ~~HealthPhysical~~ [Health/Physical](#) education, including mental health. Mental health instruction may be included as part of other subject areas and shall comply with A.R.S. § [15-701.0203](#).

Minimum Course of Study for Graduation from High School

See Policy IKF.

Observance Days

September 11, in each year shall be observed as 9/11 Education Day. On 9/11 Education Day, each public school shall dedicate a portion of the school day to age-appropriate education on the terrorist attacks of September 11, 2001.

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

If Sandra Day O'Connor Civics Celebration Day or 9/11 Education Day falls on a Saturday, Sunday or other day when a public school is not in session, the preceding or following school day shall be observed in the public school as the holiday.

The Superintendent is directed to emphasize the use of the resources developed by the State Board of Education relating to civics education which align with the academic standards in social studies pursuant to A.R.S. [15-701](#) and [15-701.01](#).

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[1-319](#)

[1-321](#)

[15-203](#)

[15-211](#)

[15-219](#)

[15-341](#)

[15-501.01](#)

[15-701](#)

[15-701.01](#)

[15-701.02](#) ~~02~~ [03](#)

[15-704](#)

[15-710](#)

[15-710.02](#)

[15-741.01](#)

[15-802](#)

A.A.C.

[R7-2-301](#) *et seq.*

CROSS REF.:

[IJNDB](#) - Use of Technology Resources in Instruction

[IKF](#) - Graduation Requirements

Compare current to previous Policy Advisories for "IKF © GRADUATION REQUIREMENTS"

first

last

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

IKF © GRADUATION REQUIREMENTS

Regular Education

A minimum number of units of credit are required for graduation by the Arizona State Board of Education. Listed below are the units that must be completed before a student may receive a high school diploma.

Graduation requirements may be met as follows:

- A. By successful completion of subject area course requirements.
- B. By mastery of the standards adopted by the State Board of Education and other competency requirements for the subject as determined by the Governing Board in accord with A.A.C. [R7-2-302.02](#) and rules established by the Superintendent.
- C. By earning credits through correspondence courses (limited to one [1] in each of the four [4] major subject areas) and/or by passing appropriate courses at the college or university level if the courses are determined to meet standards and criteria established by the Board and in accord with A.R.S. [15-701.01](#).
- D. By the transfer of credits as described in Policy JFABC.
- E. An out-of-state transfer student is not required to pass the competency test to graduate if the student has successfully passed a statewide assessment test on state adopted standards that are substantially equivalent to the State Board Adopted Academic Standards.

Graduation requirements as determined by the Arizona State Board of Education ([R7-2-302.02](#)) and the District Governing Board are as follows:

English	4.0 units
Math	4.0 units*
Science	3.0 units**
Social Studies	3.0 units***
American Government and Arizona Government	0.5 unit
American History - including Arizona History History	1.0 unit
World History and Geography Geography – including	1.0 unit
1.0 unit instruction on the Holocaust and other	
genocides for at least three (3) class periods,	
or the equivalent, on at least two (2) separate	

occasions during any of grades seven through

twelve (7-12).

Economics	0.5 unit****
Fine Arts or Career, Technical and Vocational Education	1.0 unit
Electives	<u>7.0 units</u>
Total	22.0 units

* In lieu of one (1) credit of Algebra II or its equivalent course content a student may request a personal curriculum in mathematics following [R7-2-302.03](#).

* Math courses shall consist of Algebra I, Geometry, Algebra II, (or its equivalent) and an additional course with significant math content as determined by the Governing Board (Governing Body).

Pursuant to A.R.S. § [15-710](#), a total of one (1) year instruction in state and federal constitutions, American institutions and ideals and in the history of Arizona, including the history of Native Americans in Arizona is required during grades nine (9) through twelve (12).

Pursuant to the prescribed graduation requirements adopted by the State Board of Education, the Governing Board may approve a rigorous computer science course that would fulfill a mathematics course required for graduation from high school. The Governing Board may only approve a rigorous computer science course if the rigorous computer science course includes significant mathematics content and the Governing Board determines the high school where the rigorous computer science course is offered has sufficient capacity, infrastructure and qualified staff, including competent teachers of computer science.

** Three (3) credits of science in preparation for proficiency at the high school level on a state required test.

*** Through the graduating class of 2025, the competency requirements for social studies shall include a requirement that, in order to graduate from high school or obtain a high school equivalency diploma, a pupil must correctly answer at least sixty (60) of the one hundred (100) questions listed on a test that is identical to the civics portion of the naturalization test used by the United States Citizenship And Immigration Services.

Beginning with the graduating class of 2026, the competency requirements for social studies shall include a requirement that, in order to graduate from high school or obtain a high school equivalency diploma, a pupil must correctly answer at least seventy (70) of the one hundred (100) questions listed on a test that is identical to the civics portion of the naturalization test used by the United States Citizenship and Immigration Services. The District school shall document on the pupil's transcript only a pass or fail designation that the pupil has passed or failed the test.

A pupil in grade seven (7) or eight (8) may take the test described in this paragraph, and if the pupil correctly answers at least seventy (70) of the one hundred (100) questions on the test:

- a) The district school or charter school shall document on the pupil's transcript only a pass or fail designation that the pupil has passed or failed the test required by this paragraph.
- b) The pupil is not required to take the test required by this paragraph again in high school.

**** The State Board requirement for economics is at least one-half (.5) of a course credit, which shall include financial literacy and personal financial management.

The Governing Board may determine the method and manner in which to administer a test that is identical to the civics portion of the naturalization test used by the United States Citizenship and Immigration Services. A pupil who does not obtain a passing score on the test that is identical to the civics portion of the naturalization test may retake the test until the pupil obtains a passing score.

Each school district and charter school shall report to the department of education all of the following aggregate data, organized by grade level, relating to the test that is identical to the civics portion of the naturalization test used by the United States Citizenship and Immigration Services required by subsection A, paragraph 3 of §[15-701.01](#):

1. The median score.
2. The percentage of pupils who passed by correctly answering the minimum number of questions required to pass the test pursuant to subsection A, paragraph 3 of §[15-701.01](#).
3. The percentage of pupils who failed by correctly answering fewer than the minimum number of questions required to pass the test pursuant to subsection A, paragraph 3 of §[15-701.01](#).
4. Any other data required by the department relating to the test.

A school district or charter school may not include the personally identifiable information of any pupil in the data reported to the department of education under subsection L of §[15-701.01](#).

Special Education

Listed above, under "Regular Education," are the requirements that must be completed before a student may receive a high school diploma. Completion of graduation requirements for special education students who do not meet the required units of credit shall be determined on a case-by-case basis in accordance with the special education course of study and the individualized education program of the student. Graduation requirements established by the Governing Board may be met by a student as defined in A.R.S. [15-701.01](#) and A.A.C. [R7-2-302](#).

Pupils who receive special education shall not be required to achieve passing scores on the test that is identical to the civics portion of the naturalization test under section [15-701.01](#) in order to graduate from high school unless the pupil is learning at a level appropriate for the pupil's grade level in a specific academic area and unless a passing score on the test that is identical to the civics portion of the naturalization test under section [15-701.01](#) is specifically required in a specific academic area by the pupil's individualized education program as mutually agreed on by the pupil's parents and the pupil's individualized education program team or the pupil, if the pupil is at least eighteen (18) years of age.

Competency requirements. Any student who is placed in special education classes, grades nine (9) through twelve (12), is eligible to receive a high school diploma without meeting state competency requirements.

State Seal of Biliteracy. The School District may voluntarily participate in the state seal of biliteracy program by notifying the Superintendent of Public Instruction of such intention. Schools will then identify the students who have met the requirements to be awarded the state

seal of biliteracy, which shall be affixed to the diploma and noted on the transcript of each student who has met the requirements.

CPR Instruction and Training. School districts and charter schools shall provide public school pupils with one (1) or more training sessions in cardiopulmonary resuscitation, through the use of psychomotor skills in an age-appropriate manner, during high school.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[15-203](#)

[15-341](#)

[15-701.01](#)

[15-710](#)

[15-763](#)

A.A.C.

[R7-2-302.02](#)

[R7-2-302.03](#)

CROSS REF.:

[IGD](#) - Curriculum Adoption

[IGE](#) - Curriculum Guides and Course Outlines

[IHAMC](#) - Instruction and Training in Cardiopulmonary Resuscitation

[IHAMD](#) - Instruction and Training in Suicide Prevention

[IIE](#) - Student Schedules and Course Loads

[IKA](#) - Grading/Assessment Systems

[JFABC](#) - Admission of Transfer Students

Compare current to previous Policy Advisories for "JFABC © ADMISSION OF TRANSFER STUDENTS"

 first

last 

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

JFABC © ADMISSION OF TRANSFER STUDENTS (Academic Credit Transfer)

Academic credit for students who transfer from private or public schools shall be determined on a uniform and consistent basis.

Elementary

Academic credit for placement in the common school subjects and grades shall be based upon teacher recommendations and previous grade level assignments subject to the determination that the student can meet the standards adopted by the State Board of Education for the grade level assignment.

Credit for Graduation Requirements

Core credit for purposes of this policy shall be the units of credit specifically named as required for graduation by the State Board of Education in R7-2-302.02.

The District may evaluate the transcripts of transfer students for the assignment of credit pursuant to Section 15-701.01.

The School District shall provide to a pupil who transfers credit from a charter school, school district or Arizona online instruction a list that indicates which credits have been accepted as either elective or core credits by the School District.

Within ten (10) school days after receiving the list, a pupil may request to take an examination in each particular course in which core credit has been denied. The School District shall accept the credit as a core credit for each particular course in which the pupil takes an examination and receives a passing score on a test, aligned to the competency requirements adopted pursuant to ~~this section, designed~~ A.R.S. 15-701.01, that is designed and evaluated by a teacher in the School District who teaches the subject matter on which the examination is based.

The School District may not charge a fee to a pupil who takes an examination in a particular course to obtain academic credit, pursuant to section 15-701.01, subsection i, from the School District if the academic credit for a course was previously earned in an Arizona online instruction course or at any public school in this state. Any test administered pursuant to this subsection shall be an assessment that is aligned to the course relevant state academic standards.

If a pupil is enrolled in the School District and that pupil also participates in Arizona online instruction between May 1 and July 31, the School District shall not require proof of payment as a condition of the School District accepting credits earned from the online course provider.

~~All core credit courses must meet the standards adopted by the State Board of Education where such standards exist. Where standards have not been adopted by the State Board of Education, core credit courses must meet the standards established for the school to which the student has requested a transfer of credit.~~

~~Adopted:~~←

If the State Board of Education has not adopted standards for an elective subject, the School District Governing Board is responsible for adopting competency requirements for the successful completion of the elective subject.

School Districts Receiving Foster

Students Who Transfer Pursuant

to a Best Interest Educational

Placement Determination in

Grades Nine Through Twelve

Pursuant to 15-701.04, each school district governing board will specify the manner in which they will: calculate full and partial academic credits that were earned by the foster child at the school of origin, accept all academic credits earned by a foster child at the school of origin, including partial credits, and determine if these credits will be accepted as core credits or elective credits. Every possible attempt should be made to accept these credits as core credits.

The State Board of Education will develop guidelines for school districts to consider regarding the calculation of academic credits.

(Include District-specific language here

for calculation of full and partial

academic credits)

No later than ten (10) days after the School District receives the foster child's educational records from the school of origin, the School District must meet with the foster child to review and update the student's graduation plan, including participation in credit recovery programs, if necessary. A written copy of the graduation plan shall be provided to the student, parents who have maintained parental rights, and any guardian, custodian, caregiver or foster parent.

School Districts Transferring

Educational Records for Foster

Students Who Transfer Pursuant

to a Best Interest Educational

Placement Determination in

Grades Nine Through Twelve

Each school district shall develop and adopt policies concerning the transfer of educational records by a school of origin for a foster child enrolled in grades nine (9) through twelve (12).

These records must include: all earned academic credits, including partial credits; documentation of competencies achieved in a course in which partial credit was not received.

An enrolling school may administer a local competency assessment to award full or partial credit for core competencies identified in a foster child's educational records. A school district may not require that a foster child, enrolled in grades eleven (11) or twelve (12), satisfy graduation requirements that are in addition to or higher than those prescribed by the State Board of Education.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:-

A.R.S.

[1-701-](#)

[15-189.03](#)

[15-701.01](#)

[15-701.04](#)

[15-745](#)

[15-808](#)

A.A.C.:-

[R7-2-302-02](#)

CROSS REF.:-

[JG](#) - Assignment of Students to Classes

Compare current to previous Policy Advisories for "JFB © OPEN ENROLLMENT"

 first

last 

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

JFB © OPEN ENROLLMENT

The District has an open-enrollment program as set forth in A.R.S. [15-816](#) and A.R.S. [15-816.01](#) et seq. The open enrollment program described in this policy shall be placed on the District website and made available to the public on request.

No tuition shall be charged for open enrollment, except as authorized by applicable provisions of A.R.S. [15-764](#), [15-797](#), [15-823](#), [15-824](#), and [15-825](#).

School District policies shall include the information required by A.R.S. [15-816.01](#)(I) that is needed to request enrollment and that is consistent with guidance and state and federal law regarding pupil privacy and civil rights, and information regarding the provision of transportation or resources for transportation.

The policies must be easily accessible from the home page on each school's website and be available in English and in Spanish or in any other language used by a majority of the populations served by the school or School District.

A school district shall update on each school's website the school's capacity and whether the school is currently accepting open enrollment students, by grade level, at least once every twelve (12) weeks unless there are no changes to report for the individual school.

If a school has any other separate capacity by specialized program, the information required pursuant to ~~this subsection~~ [15-816.01](#) shall also be posted by specialized program.

Schools shall accept pupils throughout the school year as capacity allows. Pupils who are denied access due to capacity shall be informed that they are on a wait list and of the details regarding the process prescribed in A.R.S. [15-816.01](#)(E).

Pupils shall be selected as seats become available.

A school district shall enroll at any time any resident pupil who applies for enrollment to the school district.

A school district shall give enrollment preference to and reserve capacity for all of the following:

- A. Resident pupils.
- B. Pupils returning to the school from the prior year.
- C. Siblings of pupils already enrolled.

A school district may give enrollment preference to children who:

- A. Are in foster care.

B. Meet the definition of unaccompanied youth prescribed in the McKinney-Vento Homeless Assistance Act (P.L. 100-77; 101 Stat. 482; 42 United States Code Section 11434a).

C. Attend a school that is closing.

D. Are children of a member of the armed forces of the United States who either is on active duty or was killed in the line of duty.

If a school remains open as part of a boundary change and capacity is available, students assigned to a new attendance area may stay enrolled in their current school.

A school district may give enrollment preference to and reserve capacity for all of the following:

A. Pupils who are children of persons who are employed by or at a school in the School District.

B. Resident transfer pupils and their siblings.

C. Pupils who meet additional criteria established and published by the School District Governing Board.

If remaining capacity at a school, as determined by the School District Governing Board, is insufficient to enroll all pupils who submit a timely request, the school or School District shall select pupils through an equitable selection process such as a lottery (but not limited to a lottery), except that preference shall be given to the siblings of a pupil selected through an equitable selection process such as a lottery.

Except as provided in A.R.S. [15-816.01](#), a school that is operated by a school district may not limit admission based on any of the following:

A. Ethnicity or race.

B. National origin.

C. Sex.

D. Income level.

E. Disability.

F. Proficiency in the English language.

G. Athletic ability.

Definitions

Resident transfer pupil means a resident pupil who is enrolled in or seeking enrollment in a school that is within the ~~school district~~ School District - but outside the attendance area - of the pupil's residence.

Nonresident pupil means a pupil who resides in this state and who is seeking enrollment in a school district other than the school district in which the pupil resides.

Enrollment Options

District resident pupils may enroll in another school district or in another school within this District. Resident transfer pupils and nonresident pupils may enroll in schools within this District, subject to the procedures that follow.

Information and Application

The Superintendent shall prepare a written information packet concerning the District's application process, standards for acceptance or rejection, and policies, regulations, and procedures for open enrollment. The packet will be made available to everyone who requests it.

The information packet shall include the enrollment application form and shall advise applicants that they must submit enrollment applications on or before _____ of each year to be considered for enrollment during the following school year.

Capacity

The Superintendent shall annually estimate how much excess capacity may exist to accept transfer pupils. The estimate of excess capacity shall be made for each school and grade level and shall take into consideration:

- A. District resident pupils in assigned school attendance areas, including those issued certificates of educational convenience and those required to be admitted by statute.
- B. The enrollment of eligible children of persons who are employed by the District.
- C. Resident transfer pupils who were enrolled in the school the previous year.
- D. Nonresident pupils who were enrolled in the school the previous year.

The Governing Board shall make the final determination of excess capacity and may require resident transfer pupils and/or nonresident pupils to be subject to the enrollment priorities and procedures found below. The excess-capacity estimates shall be made available to the public in _____ of each year.

Enrollment Priorities

If the Governing Board has determined that there is excess capacity to enroll additional pupils, such pupils shall be selected on the basis of designated priority categories from the pool of pupils:

- A. Who have properly completed and submitted applications; and
- B. Who meet admission standards.

Enrollment priorities and procedures for selection shall be in the order and in accordance with the following:

- A. Enrollment preference shall be given to resident transfer pupils who were enrolled in the school the previous year and any sibling who would be enrolled concurrently with such pupils. If capacity is not sufficient to enroll all of these pupils, they shall be selected through a random selection process adopted by regulation of the Superintendent.
- B. Enrollment preference shall be given to nonresident pupils who were enrolled in the school the previous year and any sibling who would be enrolled concurrently with such

pupils. If capacity is not sufficient to enroll all of these pupils, they shall be selected through a random selection process adopted by regulation of the Superintendent.

C. Enrollment preference shall be given to resident transfer pupils who were not enrolled in the school the previous year. If capacity is not sufficient to enroll all of these pupils, they shall be selected through a random selection process adopted by regulation of the Superintendent.

D. Enrollment preference shall be given to nonresident pupils who were not enrolled in the school the previous year. If capacity is not sufficient to enroll all of these pupils, they shall be selected through a random selection process adopted by regulation of the Superintendent.

Admission Standards

A school district may refuse to admit any pupil who has been expelled from another educational institution or who is in the process of being expelled from another educational institution.

Notification

The District shall notify the emancipated pupil, parent, or legal guardian in writing by _____ whether the applicant has been accepted, placed on a waiting list pending the availability of capacity, or rejected. The District shall also notify the resident school district of an applicant's acceptance or placement on a waiting list. If the applicant is placed on a waiting list, the notification shall inform the emancipated pupil, parent, or legal guardian of the date when it will be determined whether there is capacity for additional enrollment in a school. If the pupil's application is rejected, the reason for the rejection shall be stated in the notification.

As provided by A.R.S. [15-816.07](#), the District and its employees are immune from civil liability for decisions relative to the acceptance or rejection of the enrollment of a nonresident student when the decisions are based on good faith application of this policy and the applicable statutory requirements and standards.

Transportation of Students Admitted Through Open Enrollment

A resident transfer student is eligible for District transportation on routes within the attendance boundaries of the school to which the student has been accepted for open enrollment transfer. It is the responsibility of the parents or guardians of the resident transfer student to have the student at a designated pickup point within the receiving school's transportation area.

Nonresident open enrollment students are eligible for District transportation from a designated pickup point on a bus route serving the attendance area of the school to which the student has been admitted, or as may be otherwise determined by the District.

The District *may* provide transportation for open enrollment nonresident students who meet the economic eligibility requirements established under the national school lunch and child nutrition acts for free or reduced-price lunches:

~~A. of~~ not more than thirty (30) miles to and from:

1. the school of attendance, or
2. a pickup point on a regular District transportation route, or

3. for the total miles traveled each day to an adjacent district.

The District *shall* provide transportation for nonresident transfer students with disabilities whose individualized education program (IEP) specifies that transportation is necessary for fulfillment of the program:

~~A. of~~ not more than thirty (30) miles to and from:

1. the school of attendance, or
2. a pickup point on a regular District transportation route, or
3. for the total miles traveled each day to an adjacent district.

Exception

Should there be excess capacity remaining for which no applications were submitted by the date established, the Superintendent, upon approval by the Board, shall authorize additional enrollment of nonresident pupils:

- A. Up to the determined capacity.
- B. On the basis of the order of the completed applications submitted after the notification date established in this policy.
- C. Without regard to enrollment preference.
- D. As long as admission standards are met.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[8-371](#)

[15-341](#)

[15-764](#)

[15-797](#)

[15-816](#) *et seq.*

[15-816.01](#)

[15-823](#)

[15-824](#)

[15-825](#)

[15-841](#)

[15-922](#)

42 U.S.C. 11301, McKinney-Vento Homeless Assistance Act of 2001,
as amended by the Every Student Succeeds Act (ESSA) of 2015

CROSS REF.:

[EEAA](#) - Walkers and Riders

[IIB](#) - Class Size

[JF](#) - Student Admissions

[JFAA](#) - Admission of Resident Students

[JFAB](#) - Admission of Nonresident Students

[JFABD](#) - Admission of Homeless Students

[JFABDA](#) - Admission of Students in Foster Care

[JG](#) - Assignment of Students to Classes and Grade Levels

Compare JFB-RA (version 5 to 4)



first

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

last



JFB-~~RA~~R ©

REGULATION

OPEN ENROLLMENT

Selection Process

All applicants will be accepted if there is sufficient capacity. If there is insufficient capacity, applicants will be selected from the submitted applications for enrollment in a school in accordance with a random selection process except where policy may indicate otherwise. After March 15, pupils shall be selected for enrollment from the waiting list in the order in which the pupils were placed on the waiting list through the random selection process, or as otherwise provided by policy.

Procedure

~~The procedure for selection shall be as follows:~~

~~The applicants will be divided by enrollment priority categories and have their names placed on separate pieces of paper and the papers placed in a container. Names will be drawn by priority categories and numbered in the order in which they are drawn. All applications properly submitted will be drawn and numbered for enrollment consideration. The applicants whose names are selected in order, up to the capacity limitations established, shall be permitted to enroll in the school. All others drawn will be placed on a waiting list with priority in accord with the lowest number.~~

There should be an equitable process in place, such as a randomized lottery, for applicant selection.

Compare Policy Advisory "JH © STUDENT ABSENCES AND EXCUSES" to Policy in Manual

 first

last 

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

JH © STUDENT ABSENCES AND EXCUSES

The regular school attendance of a child of school age is required by state law. Regular school attendance is essential for success in school; therefore, absences shall be excused only for necessary and important reasons. Such reasons include illness, mental or behavioral health, bereavement, other family emergencies, and observance of major religious holidays of the family's faith.

In the event of a necessary absence known in advance, the parent is expected to inform the school; if the absence is caused by emergency, such as illness, the parent is expected to telephone the school office. When a student returns to school following any absence, a note of explanation from the parent is required.

When Absent from School

State law mandates that the school record reasons for all student absences. Therefore, when a student is absent, it will be necessary for the parent to call the school on or before the day of the absence in order to advise the school as to the reason for the absence. When it is impossible to call on the day of the absence, the school should be notified on the morning the student returns, in time for the student to obtain an admission slip prior to the student's first class. All absences not verified by parental or administrative authorization will remain unexcused.

If a parent does not have access to a phone, either at home or at work, a note will be accepted for verification purposes.

For absences greater than one (1) day in length, the school should be notified each day of the absence.

All personnel will solicit cooperation from parents in the matter of school attendance and punctuality, particularly in regard to the following:

- A. The scheduling of medical and dental appointments after school hours except in cases of emergency.
- B. The scheduling of family vacations during school vacation and recess periods.

The school may require an appointment card or a letter from a hospital or clinic when the parent has not notified the school of an appointment of a medical or dental nature.

School administrators are authorized to excuse students from school for necessary and justifiable reasons.

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

LEGAL REF.:

A.R.S.

[15-346](#)

[15-802](#)

[15-806](#)

[15-807](#)

[15-843](#)

[15-873](#)

[15-901](#)[1902](#)

CROSS REF.:

[JE](#) - Student Attendance

Compare current to previous Policy Advisories for "JHD © EXCLUSIONS AND EXEMPTIONS FROM SCHOOL ATTENDANCE"

 first

last 

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

JHD © EXCLUSIONS AND EXEMPTIONS FROM SCHOOL ATTENDANCE

(Chronic Health Conditions)

The District will provide appropriate educational opportunities for any student identified by a ~~certified~~^{licensed} medical, mental, or behavioral health professional such as a physician, podiatrist, chiropractor, naturopathic doctor, osteopathist, psychologist, physician assistant, or registered nurse practitioner as having a chronic health condition requiring management on a long-term basis that will affect regular school attendance. Homework will be made available in a timely manner to ensure that such students have the opportunity to successfully complete assignments and avoid losing credit because of their absence from school. The assigned teacher(s) shall have the responsibility to provide, in a timely manner, homework for students designated as having chronic health conditions. Further, students with chronic health conditions shall be provided flexibility in physical education activity requirements so that they may participate in the regular physical education program to the extent that their health permits. Staff members responsible for physical education activities programs shall develop and implement such guidelines.

Nothing in this policy shall be construed to obstruct, interfere with or override the rights of parents or guardians concerning the education and health care of pupils with chronic health problems.

Nothing in this policy shall be construed to authorize school personnel to either:

- A. Authorize absences from school for a student with a chronic health problem without the prior consent of the student's parent or guardian.
- B. Recommend, prescribe or provide medication to a student with a chronic health problem without the prior consent of the student's parent or guardian.

The Superintendent shall develop regulations for meeting the requirements of this policy.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[15-346](#)

[15-761](#)

[15-843](#)

[15-902](#)

[32-801](#) et seq.

[32-900](#) et seq.

[32-1401](#) *et seq.*

[32-1501](#) *et seq.*

[32-1601](#) *et seq.*

[32-1800](#) *et seq.*

[32-2501](#) *et seq.*

CROSS REF.:

[IHBF](#) - Homebound Instruction

Compare Policy Advisory "JHD-EA ©" to Policy in Manual



first

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

last



JHD-EA ©

EXHIBIT

EXCLUSIONS AND EXEMPTIONS FROM SCHOOL ATTENDANCE

Dear _____:

This letter is to inform you that the School District makes special arrangements for homework assignments for certain students who have "chronic (recurring) health conditions." As a result of frequent absences from school because of illness or an accident, _____ may be eligible to receive modified instructional services provided for "students with chronic health conditions."

A form is enclosed asking your family's ~~certified~~ licensed health professional or nurse practitioner to state how this health condition is affecting school attendance. If your ~~certified~~ licensed health professional or nurse practitioner believes the condition to be "chronic" and anticipates frequent absences for the school year (but fewer than sixty [60] school days, as for homebound services), please ask the ~~certified~~ licensed health professional or nurse practitioner to fill out the medical certification form and return it to the school.

If _____ is eligible as a "student with a chronic health condition," the school will make sure that you receive homework and contact with a teacher during necessary absences. The teacher will work out an agreement for homework assignments with you to assure receipt of credit for completed homework.

If you have any questions, please contact me at _____.

Sincerely,



first

Compare current to previous Policy Advisories for "JHD-EB ©"

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

last



JHD-EB ©

EXHIBIT

EXCLUSIONS AND EXEMPTIONS FROM SCHOOL ATTENDANCE

CERTIFICATION OF STUDENTS WITH CHRONIC HEALTH CONDITIONS

(Obtained from a ~~certified~~ ~~licensed~~ health professional or nurse practitioner)

Acknowledgment of Disclosure of HIPAA protected information: The student, through their parent/guardian, is hereby requesting the below information for the benefit of the student's education. Disclosure is permitted by 45 C.F.R. §164.502(a).

Type or print Parent/Guardian Name

Date

Signature of Parent/Guardian

Student's name

Parent's name

Address

District

School

Grade level

Date of birth

Phone number

Date of initial consultation—

~~Certified~~ ~~Licensed~~ health professional or nurse practitioner diagnosis:

~~Certified~~ ~~Licensed~~ health professional or nurse practitioner prognosis:

Physical limitations affecting physical education activities:

Anticipated absences due solely to illness, disease, pregnancy complications, an accident or severe health problems of an infant child of a student (include anticipated surgeries, treatments, or hospitalizations that may interfere with school attendance during the _____ year):

Example 1: _____'s physical condition may result in frequent absences in the school year that may exceed ten (10) consecutive school days per semester, but I do not anticipate that _____ will be absent enough days to require homebound services.

Example 2: _____ will require three (3) hospitalizations of approximately four (4) days duration each and three to five (3 - 5) treatments of one (1) day each during the school year.

Other relevant information:

Type or print ~~Certified~~ licensed health professional or nurse practitioner name and licensed title

Date

~~Certified~~ Licensed health professional or nurse practitioner signature and title

Compare Policy Advisory "JHD-R ©" to Policy in Manual



first

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

last



JHD-R ©

REGULATION

EXCLUSIONS AND EXEMPTIONS

FROM SCHOOL ATTENDANCE

(Chronic Health Conditions)

Identification/Referral Process

Staff members shall be informed of procedures to follow in serving "students with chronic health conditions." Teachers will review registration data and make note of any students who were previously served as students with chronic health conditions.

Registration forms, enrollment data, and attendance registers will identify certified students with chronic health conditions who are eligible for modified instructional services.

The screening procedures used to screen kindergarten students and new enrollees for possible referral to special education or compensatory programs will provide an indication of whether students with high absenteeism have health conditions that may be considered chronic if they are due solely to illness, disease, pregnancy complications, an accident or severe health problems of an infant child of a student. Students can be identified or referred at any time during the school year.

The person responsible for collection of attendance data shall be informed of these available services and should be given direction for noting whether a student's frequent absences are due to illness, disease, pregnancy complications, an accident or severe health problems of an infant child of a student. Registration, enrollment, and attendance procedures shall indicate eligible students with chronic health conditions for documenting average daily membership (ADM) adjustments with the Arizona Department of Education, School Finance Section.

When a student is identified as possibly requiring services as a student with a chronic health condition (via registration, screening procedures, attendance data, or parent referral), a chronic health condition certification form with a letter of explanation shall be sent to the parents, to be returned within thirty (30) days. The teacher and parent shall meet within fifteen (15) days following return of the chronic health condition certification.

Upon referral of a student for chronic health condition certification, the school ~~health professional~~nurse, if applicable, shall be consulted to include any chronic health condition data in the nurse's records (i.e., the annual report that identifies types of chronic illnesses monitored). ~~The school health professional~~The nurse may provide information to assist teachers in dealing with chronic health conditions.

Eligibility Criteria

The parents shall submit a written chronic health condition certification to the District, which will include:

- ~~Certified~~ A. Licensed health professional or nurse practitioner diagnosis. • ~~Certified~~
- B. Licensed health professional or nurse practitioner prognosis.
- ~~Physical~~ C. Physical limitations affecting physical education activities and requirements.
- ~~Anticipated~~ D. Anticipated surgeries, treatment, or hospitalizations that, although not expected to cause sufficient ~~absences to~~ absences to require homebound services, may interfere with regular school attendance.
- ~~Certified~~ E. Licensed health professional or nurse practitioner signature and date signed.

The appropriate instructional services needed are to be recommended by the teacher after consultation with the parent according to the following considerations:

- ~~The~~ A. The nature of the health condition relevant to the student's anticipated activity level during absences (~~based on~~ based on review of the chronic health condition certification).
- ~~The~~ B. The student's academic capacity.
- ~~The~~ C. The teacher's recommendations for service delivery based on course-work difficulty and the student's ~~ability to~~ ability to learn independently.
- ~~The~~ D. The amount of face-to-face instruction time required by the student for optimum continuous learning ~~outside the~~ outside the regular classroom.
- ~~The~~ E. The most appropriate service delivery in order to maintain integration in the regular education program as much as ~~much as~~ possible (i.e., regular physical education activities).

After the teacher and the parent have discussed the student's needs, an instructional agreement will be recommended by the parent and the teacher specifying the delivery and return of homework assignments and anticipated contact time with the teacher to assist the student in completing required course work during absences. This agreement, together with the teacher's recommendation for appropriate instructional services, will be forwarded to the administration for review and modification, if necessary, prior to signature by the parent, teacher, and Superintendent.

If the absences of a student who is classified and has served as a student with a chronic health condition amount to three (3) school months (or sixty [60] school days), another chronic health condition certification shall be obtained and reviewed by the teacher and the parent. They shall discuss the appropriate service delivery necessary for continuous learning. If homebound services are appropriate, the policies for referral shall be followed, which may entail:

- ~~Obtaining~~ A. Obtaining parental consent to evaluate.
- ~~Obtaining~~ B. Obtaining chronic health condition certification.

On a yearly basis, the District shall review instructional needs of any student with a chronic health condition. An updated chronic health condition certification shall be obtained for each

school year to verify the need for continuing instructional modifications and ADM adjustments, if applicable. However, the student may be recertified at any time to reevaluate appropriate services needed.

Miscellaneous Provisions

Homework assignments will be provided during absences of students with chronic health conditions, and credit will be given for course work completed within established ~~time~~ linestimelines.

Students with chronic health conditions will be given credit for completed course work if frequent absenteeism is due to chronic health conditions as certified by a ~~Certified~~licensed health professional or nurse practitioner.

Physical education course-work requirements shall include the option for students with chronic health conditions to participate in regular program activities as much as their health permits. Such students shall be provided integrated educational programming as much as possible. Modification to requirements may be made with Board approval.

The counselors who schedule students with chronic health conditions will take into consideration the anticipated days of absence (noted on the medical certification form) and the feasibility of completing courses requiring laboratory work or vocational workshops.



first

Compare Policy Advisory "JII © STUDENT CONCERNS, COMPLAINTS, AND GRIEVANCES" to Policy in Manual



last

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

JII © STUDENT CONCERNS, COMPLAINTS, AND GRIEVANCES

The Superintendent is directed to establish procedures whereby students with sufficient concern may present a complaint or grievance regarding a violation of their constitutional rights, equal access to programs, discrimination, or personal safety provided that:

- ~~The A.~~ The topic is not the subject of disciplinary or other proceedings under other policies and regulations of ~~the District~~ the District, and
- ~~The B.~~ The procedure shall not apply to any matter for which the method of review is prescribed by law, or ~~the Governing~~ the Governing Board is without authority to act.

A complaint or grievance may be raised regarding ~~one (1) or more~~ any of the following:

- ~~Violation A.~~ Violation of the student's constitutional rights.
- ~~Denial B.~~ Denial of an equal opportunity to participate in any program or activity for which the student qualifies ~~not related~~, not related to the student's individual capabilities.
- ~~Discriminatory C.~~ Discriminatory treatment on the basis of race, color, religion, sex, age, national origin, or disability. ● ~~Concern for~~

In cases of alleged sex discrimination, this grievance procedure should provide supportive measures to complainants and respondents affected by the alleged sex discrimination conduct, must require adequate notice, must provide an equal opportunity to present and access evidence, and provide a reasonable opportunity for response by each party.

D. Concern for the student's personal safety.

Refer to Board Policy JICK for procedures applying to a complaint or grievance that alleges incidences of student violence, harassment, intimidation, or bullying.

The ~~accusation~~ complaint or grievance must be made within thirty (30) calendar days of the time the student knew or should have known that there were grounds for the complaint or grievance. The initial complaint or grievance should be made using form JII-EA; however, a verbal complaint or grievance may be made to any school staff member. The receiving staff member shall immediately inform an administrator of the complaint or grievance.

When the initial complaint or grievance is submitted in a manner other than on the prescribed form, the administrator shall obtain from the student the particulars of the accusation and complete form JII-EA immediately thereafter. The administrator shall especially note all student-provided particulars determined by the Superintendent to be necessary for the

complaint or grievance to be investigated. Any question concerning whether a complaint or grievance falls within this policy shall be determined by the Superintendent.

If the receiving school administrator is included in the allegation, the complaint or grievance shall be transmitted to the next higher administrative supervisor. Failure by the staff member to timely inform a school administrator or next higher administrative supervisor of a student's allegation may subject the staff member to disciplinary action. The staff member shall preserve the confidentiality of the subject, disclosing it only to the appropriate school administrator or next higher administrative supervisor or as otherwise required by law.

A student or student's parent or guardian may initiate the complaint process by completing Exhibit JII-EA.

A complaint or grievance may be withdrawn at any time. Once withdrawn, the process cannot be reopened if the resubmission is longer than thirty (30) calendar days from the date of the occurrence of the alleged incident.

Retaliatory or intimidating acts against any student who has made a complaint under this policy and its corresponding regulations, or against a student who has testified, assisted or participated in any manner in an investigation relating to a complaint or grievance, are specifically prohibited and constitute grounds for a separate complaint.

To assure that students and staff are aware of its content and intent, a notice of this policy and procedure shall be posted conspicuously in each school building and shall be made a part of the rights and responsibilities section of the student handbook. Forms for submitting complaints are to be available to students, staff and parents or guardians in the school offices.

Disposition of all complaints or grievances shall be reported to the Superintendent and the compliance officer for discrimination if other than the Superintendent. The Superintendent will determine if the policies of the District have been appropriately implemented and will make such reports and/or referrals to the Board as may be necessary.

The Superintendent shall develop procedures for the maintenance and confidentiality of documentation related to the receipt of a student's complaint or grievance, findings of the investigation, and disposition of the matter. The documentation shall not be used to impose disciplinary action unless the appropriate school official has investigated and determined there was an actual occurrence of the alleged incident.

Knowingly submitting a false report under this policy shall subject the student to discipline up to and including suspension or expulsion. Where disciplinary action is necessary pursuant to any part of this policy, relevant District policies shall be followed.

When District officials have a reasonable belief or an investigation reveals that a reported incident may constitute an unlawful act, law enforcement authorities will be informed.

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

LEGAL REF.:

A.R.S.

15-341

20 U.S.C. 1681, Education Amendments of 1972, Title IX,

as amended in 2024, Title IX

CROSS REF.:

AC - Nondiscrimination/Equal Opportunity

ACA - Sexual Harassment

GBEB - Staff Conduct

JB - Equal Educational Opportunities

JIC - Student Conduct

JICFA - Hazing

JICK - Student ~~Violence~~Bullying/Harassment/Intimidation/~~Bullying~~

JK - Student Discipline

JKD - Student Suspension

JKE - Expulsion of Students

KE - Public Concerns and Complaints



Compare current to previous Policy Advisories for "JLCD-R ©"
Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.



JLCD-R ©

REGULATION

MEDICINES / ADMINISTERING MEDICINES TO STUDENTS

(Medication Procedures)

Prescription Drugs

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

Administration by school personnel:

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

3. The voluntary diabetes care assistant has provided to the school a written statement signed by an appropriately licensed health professional that the voluntary diabetes care assistant has received proper training in administering glucagon, including the training specified in A.R.S. [15-344.01](#).
 4. If the voluntary diabetes care assistant is authorized to administer insulin, the parent or guardian of the student has provided insulin and all equipment and supplies that are necessary for insulin administration by voluntary diabetes care assistants.
 5. The training provided by an appropriately licensed health professional includes all of the following:
 - a. An overview of all types of diabetes.
 - b. The symptoms and treatment of hyperglycemia and hypoglycemia.
 - c. Techniques for determining the proper dose of insulin in a specific situation based on instructions provided in the orders submitted by the student's physician.
 - d. Techniques for recognizing the symptoms that require the administration of glucagon.
 - e. Techniques on administering glucagon.
 6. A District employee shall not be subject to any penalty or disciplinary action for refusing to serve as a voluntary diabetes care assistant.
 7. A school district may annually request a standing order for glucagon from an appropriately licensed health professional. If a standing order is obtained, a school may stock one (1) or more doses of glucagon for emergency administration to a student by an appropriately licensed medical professional or a voluntary diabetes care assistant. A school district may accept monetary donations, grants, or third-party programs to obtain glucagon.
 8. Each employee or contractor of a school district that implements all or part of a Diabetes Medical Management Plan shall provide a written statement signed by an appropriately licensed health professional that the employee or contractor has received proper training in administering glucagon. This training must be renewed at regular intervals, as prescribed by the School District Governing Board.
 9. The District, employees of the District, and properly licensed health professionals, volunteer health professionals, physician assistants, and nurse practitioners are immune from civil liability for the consequences of the good faith adoption and implementation of policies and procedures pursuant to District policy and this regulation, including the training of voluntary diabetes care assistants.
- G. Each administration of prescription drugs must be documented, making a record of the student having received the medication.
- H. Drugs must be kept in their original containers in a locked medicine cabinet.

Self-administration:

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

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

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

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

Over-the-Counter Medication

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

Administration by school personnel:

A. Written permission must be provided by the parent or guardian for the administration of specific over-the-counter drugs.

B. Any over-the-counter drug or medicine sent by the parent to be administered to a student must come to the school office in the original manufacturer's packaging with all directions, dosages, compound contents, and proportions clearly marked.

C. An administrator may designate a school employee to administer a specific over-the-counter drug.

D. Each instance of administration of an over-the-counter drug must be documented in the daily log.

E. Over-the-counter drugs must be kept in their original containers in a locked medicine cabinet.

Self-administration:

A. Written permission must be provided by the parent or guardian for the administration of specific over-the-counter drugs by the student.

B. Over-the-counter drugs or medicine sent by the parent to be administered by the student must be kept by the student in the original manufacturer's packaging, with all directions, dosages, compound contents, and proportions clearly marked.

C. *Necessity* for self-administration of an over-the-counter drug or medicine shall be determined by the student's physician and must be verified by a signed physician's statement attached to the parent or guardian permission form, indicating the specific drug or medicine.

Protection of Students

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

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

Inhalers

Administration by school personnel:

School personnel administering inhalers will do the following:

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

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

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

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

Seizure Management Plans

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

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

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

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

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

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

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

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

Individuals that Must be Trained

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

Nurses, under contract or employed by the school:

If they receive a seizure management and treatment plan, they must complete an online course of instruction for school nurses regarding managing students with seizure disorders.

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

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

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

An online course of instruction for school personnel regarding awareness of students with seizure disorders.

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number –VIII-C

Agenda Item

Approval of Superintendent Contract

For Board: ☒ Action ☐ Discussion ☐ Information

Background –

The Governing Board will discuss in Executive Session a recommendation for an extension of the Superintendent's contract for 2024-2027.

Legal

Financial

Governing Board Goals

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

Recommendation

Approval of Superintendent's contract per Board discussion.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – VIII-D

Agenda Item
Bond Update

For Board: ☐ Action ☒ Discussion ☒ Information

Background –

Legal

Financial

Governing Board Goals

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

Recommendation

Information Only.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – VIII-E

Agenda Item

Student Cell Phones at Schools

For Board:

☐

Action

☒

Discussion

☒

Information

Background

There has been national attention to the topic of students having cell phones at schools. The range of responses by schools and districts include but have not been limited to:

1. **District policy** requiring no cell phones in schools, cell phones being locked in pouches if brought to school, and consequences for violation of cell phone policy
2. **District procedures** followed at all campuses requiring students to leave cell phones in backpacks from the opening to closing bell
3. **School procedures** allowing for cell phones to be utilized only during non-instructional times
4. **School restrictions** on cell phones varying by grade level

The rationale for allowing students to keep cell phones on them at all times stem from safety. In this age of school safety concerns, parents feel secure knowing they can access their children or their children access them at any time. The rationale for prohibiting cell phones in schools stem from them being a distraction to being used for cyber bullying or filming student interactions at school. Dr. Robert will share some ideas discussed among his colleague superintendents and with conversations with Osborn principals, and the Governing Board will contribute to discussion on policies or procedures about which they have received community input.

Governing Board Goals

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

Recommendation

Discussion and information item only.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number – IX

Agenda Item
Board Development

For Board: ☐ Action ☒ Discussion ☒ Information

Background –

- A. Strategic Planning for School Leaders Chapter 3.
1. What are some of the quantitative and qualitative pieces of information we can gather from parents in the form of a survey?
 2. What are some guiding questions you would like to see in live focus group sessions at school campuses during the Needs Assessment?

Legal

Financial

Governing Board Goals

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

Recommendation

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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

Agenda Item Number –X

Agenda Item

Reflections/Feedback on Meeting

For Board: ☐ Action ☒ Discussion ☒ Information

Background –

Reflect on the business of tonight's meeting. You may comment on how it aligns to our goals.

Legal

Financial

Governing Board Goals

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

Recommendation

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

September 17, 2024

Board Meeting

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Agenda Item Number – XI

Agenda Item

Future Agenda Items

For Board:

☐

Action

☒

Discussion

☒

Information

Future

Mrs. Greenberg

- Update on Meet and Confer (**Dr. Robert and Mrs. Toscano conducted a first follow-up meeting with Storm Gerlock, OEA President, on Tuesday, September 10, with a follow-up session planned for Thursday, September 19)**)

President Hermes

- School drop off – explore ways to get more kids to school without a car (**ongoing conversations with school communities and with the Governing Board**)

Agenda Item Number – XII

Executive Session

Personnel

- A. The Governing Board may convene an executive session pursuant to A.R.S. § 38-431.03(A)(1) to consider and discuss the Superintendent's contract of employment.

Legal Advice

- A. The Governing Board may convene an executive session pursuant to A.R.S. § 38-431.03(A)(3) and (4) to obtain legal advice from the attorney for the public body and to instruct the attorney regarding the Superintendent's contract of employment

Agenda Item Number – XIII

Adjournment

Moved _____ Seconded _____ P/F