

OSBORN SCHOOL DISTRICT NO. 8
GOVERNING BOARD MEETING
November 21, 2023

Regular Meeting – 5:30 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 through technological access. Members of the public may attend in person, via Youtube Livestream. Access to the livestream is found at:

<https://youtube.com/live/EuzMFoJGemQ?feature=share>

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 on the Google Meets Hangout. An individual wishing to address the Governing Board must email their message or request to speak live to lnye@osbornsd.org by 12:00pm on Tuesday, November 21, 2023.

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 and School Presentation**
Longview will present their School Ambassadors and celebrate their Spread LOVE Award Winners with the community
 - III. **District Celebrations and Announcements**
 - A. Spread L.O.V.E. Recipients
 - IV. **Consent Agenda – Approval of Items since October Meeting**
 - A. Ratification of Accounts Payable Vouchers
 - B. Ratification of Payroll Vouchers
 - C. Board Minutes
 - 1. Regular Meeting of October 17, 2023
 - 2. Special Meeting of October 12, 2023
 - 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

I. Approval of MOU's/Agreements with Community Partners

1. Renewal of Agreement with Amazing Arts

2. Approval of IGA with Arizona State Department of Education for Art Consumables

J. Out of State Travel

1. Approval of out of state travel to the ETC Annual Synergy Conference in Laughlin, NV from January 24th - 26th, 2024.

2. Out of state travel for up to 32 people to attend the NIET Conference in Dallas, Texas February 29-March 1, 2024

K. Approval of Community Program Administrative Assistant Job description

V. Call to the Public

VI. Board Presentation

Child Nutrition

VII. Administrative Reports since October 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 October

C. Student Absence Report for month of October

D. Substitute Teacher Report for month of October

E. Student Enrollment Report as of November

VIII. Action Items

ACTION/APPROVAL

A. Approval and Second Reading of ASBA Policy Revisions to:

BCB	Board Member Conflict of Interest
BDA	Board organizational Meeting
BE	School Board Meetings
BEDA	Notification of Board meetings
BRDB	Agenda
CBI	Evaluation of Superintendent
CBI-EB	Evaluation of Superintendent
EBC	Emergencies
GCG	Part-Time and Substitute Professional Staff Employment
IHA	Basic Instructional Program
IHA-E	Basic Instructional Program
JFABDA	Admission of Students in Foster Care
JK	Student Discipline
JKD	Student Suspension
JKE	Expulsion of Students
JLH	Missing Students

- JRCA-R Request for Transfer of Records
B. Set Date for January Organizational Meeting

INFORMATION UPDATES

IX. Board Development

- A. Interest in attending [ASBA/ASA Annual Conference](#), Dec. 6-8, 2023
B. [NSBA Annual Conference](#) in New Orleans April 6-8, 2024 advance early bird thru Dec 8 \$925
C. Discussion of Culturally Responsive Teaching and the Brain, Chapters 3 and 4.

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. Adjournment

OSBORN SCHOOL DISTRICT NO. 8
November 21, 2023
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:

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
November 21, 2023
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 –

Longview will present their School Ambassadors and celebrate their Spread LOVE Award Winners with the community

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

November 21, 2023

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 FY24 Accounts Payable Vouchers from October 1 through October 31, 2023.

Moved _____ Seconded _____ P/F

Osborn School District No. 8
Summary of FY24 Accounts Payable Vouchers Processed
10/1/23 through 10/31/23

Fund Title	Fund #	Total
M & O	1	389,808.50
P301 Base Pay	11	0.00
P301 Performance Payout	12	0.00
Instructional Improvement fund	20	0.00
Title I	100	14,424.90
Title I	101	3,837.27
Title I Targeted Support & Impro	115	0.00
Title I Targeted Support & Impro	116	0.00
Title IIA - Improving Teacher Qua	140	18,478.30
Title IIA - Improving Teacher Qua	141	0.00
TITLE IV-SAFE & DRUG FREE BASI	160	840.00
Title IV- Safe & Drug free basic	161	43.96
21st Century (Enc, Sol)	162	2,603.86
21st Century	163	810.18
Title III	190	311.68
Title III	191	0.00
Emergency Immigrant Funding	196	0.00
Title VII - Indian Ed	200	0.00
Idea - Basic	220	5,389.31
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	289.60
ARP- IDEA BASIC	228	866.53
JOHNSON-O'MALLEY	230	1,712.88
JOHNSON-O'MALLEY	231	0.00
Education for Homeless Children	280	0.00
Education for Homeless Children	281	1,038.01
ARRA-ED For Homeless	283	0.00
ARP-Homeless I	284	0.00
Medicaid Reimb	290	2,003.46
PRE School Dev GRANT	320	0.00
Pre School Dev - Start - Up	322	0.00
ESSER CARES	326	0.00
Acceleration Academy Grant	327	0.00
ENROLLMENT STABILIZATION GR	328	0.00
HQEL	333	3,769.11
ESSER/CARES ROUND II	336	0.00
ACCELERATION ACADEMIES	337	0.00
ESSER ROUND III	346	64,154.50
TIF GRANT - ASU	352	0.00

Scoppes - Counseling Grant	376	0.00
Arts in Education	377	0.00
ARP - HOMELESS II ENTITLEMEN	383	412.67
ARP - Homeless I Grant	384	277.88
Race To The Top	396	0.00
GIFTED	450	0.00
RESULT BASED FUNDING	457	0.00
AZ Transportation Modernizatio	465	1,000.00
VW BUS SETTLEMENT	476	0.00
Safe Schools	480	0.00
EARLY LITERACY GRANT	472	600.00
School Emergency Readiness	485	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	72,513.76
Civic Center	515	0.00
Community School	520	215.26
Community School Montessori	521	493.41
Auxiliary Operations	525	0.00
Extra Curr Tax Fees CR	526	376.00
Gift and Donations	530	13,424.15
Fingerprint	540	64.00
Insurance Proceeds	550	0.00
Textbooks	555	0.00
LITIGATION RECOVERY	565	0.00
Indirect Costs	570	156,779.93
Unemployment Insurance	575	0.00
Insurance Refund	585	0.00
Unrestrict Capital Outlay	610	20,995.13
Bond Building funds	630	145,640.25
Energy & Water Savings	665	0.00
SFB BUILDING RENEWAL	691	0.00
Student Activities	850	0.00
Employee Insurance Fund	855	201,569.14
		<u>\$1,124,743.63</u>

OSBORN SCHOOL DISTRICT NO. 8

November 21, 2023

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: 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 2023/24 Payroll Vouchers processed from October 1 through October 31, 2023.

Moved _____ Seconded _____ P/F

Osborn School District No. 8

Summary of Payroll Vouchers 10/1/23 thru 10/31/23

Voucher number		
<u>Fund Title</u>	<u>Fund</u>	<u>Total</u>
Maintenance & Operation	001	1,229,666.60
Proposition 301	011	139,029.25
Proposition 301	012	0.00
Instructional Improvement Fund	020	5,109.63
	71	0.00
Title I Disadvantaged Grant	100	65,262.76
	101	109.50
	115	0.00
	116	0.00
Title I Focus School	117	0.00
Title IIA	140	311.13
	141	0.00
	160	987.20
	161	0.00
	162	3,567.47
21st CCLC Grant	163	6,320.01
Title III	190	4,023.87
Title III	191	0.00
Title VII-Indian Ed	200	4,317.79
IDEA - General Entitlement Grant	220	65,837.99
	221	0.00
IDEA-Preschol Grant	222	2,141.67
	223	0.00
AZ Tech Assistive Technology	227	0.00
	228	0.00
Johnson O'Malley	230	2,878.56
	231	0.00
McKinney Vento	280	0.00
	281	0.00
	283	0.00
Medicaid Reimbursement Fund	290	16,789.63
Preschool Developmental Year 1	320	0.00
	326	0.00
	327	0.00
	333	26,576.44
	336	0.00
	335	0.00
	337	0.00
	346	181,590.01
ASU - TIF Grant	352	0.00
SCOPPEs-Counseling Grant	376	0.00

Arts in Education Grant	377	0.00
	387	0.00
	457	9,721.29
	472	7,636.79
	475	2,972.52
	478	0.00
	480	0.00
	482	33,772.60
Plant Fund	505	0.00
Food Service Fund	510	88,463.91
Civic Center	515	6,523.28
Community Schools	520	18,782.68
	521	21,199.08
Auxiliary Operations	525	0.00
Extra Curr Tax Fees	526	139.40
Gifts & Donations	530	10,948.51
Indirect Costs Fund	570	23,895.29
Intergovernmental Agreement	955	0.00
	610	0.00
	630	0.00
		<u>\$ 1,978,574.86</u>

OSBORN SCHOOL DISTRICT NO. 8
November 21, 2023
Board Meeting

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

Agenda Item Number – IV-C-1-2

Agenda Item

Approval of Governing Board Minutes

For Board: Action Discussion Information

Background –

Approval is requested for the minutes of the following meetings:

1. Regular Meeting of October 17, 2023
2. Special Meeting of October 12, 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

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

Moved _____ Seconded _____ P/F

The Regular Meeting of the Osborn School District Governing Board was called to order at 5:32 PM by Board President Hermes.

Present:

Edward Hermes, Board President
Luis Peralta, Board Clerk
Violeta Ramos, Board Member
Leanne Greenberg, Board Member
Dr. Michael Robert, Superintendent

Pledge of Allegiance/School Presentation/Land Acknowledgement

Encanto students led the pledge followed by the reading of the tribal acknowledgement by President Hermes.

District Celebrations and Announcements

Dr. Robert expressed hope that the appointment for the vacant seat on the Board will soon be announced.

Student council members Lucas, Angelique, Mixtli, Watson, Colette, Noah, Waylon, Cataleya, Hazel, Ellie, Addysen and Astrid and sponsor Ms. Delgado from Encanto were introduced. Students then read short, statements sharing upcoming events and their reasons for wanting to be a part of student council. They concluded their presentation singing the Encanto song accompanied by music teacher Ms. Blanton.

Longview Principal Mr. White introduced student council leaders Ms. Valles and Ms. Hernandez. Ms. Valles stated that student council was comprised of 2 representatives from each class with an additional position for alternates for 6th grade classes. Council officers Mercy, Reyna Josephine and Sophia introduced themselves. Ms. Hernandez commended the student council members saying that they are an amazing group of students.

OMS Assistant Principal Ms. Ahl shared that students interested in participating in student council were welcome but that students had to apply if they want to have a position. Council members Zion, Avery and Julia then introduced themselves and stated the activity they most enjoy.

Dr. Robert told students they had taken their first step to becoming involved and may later decide to serve schools or the community and thanked them for serving their schools. President Hermes also thanked them for their service.

Director of Curriculum Cathy Gentry introduced Kelly Walker and Amanda Renning who serve as new teacher support. Ms. Walker thanked members for expanding the position from support for the Arizona Teacher Residency program to support for all new teachers. Mrs. Walker explained that they provide professional development and supports for new teachers according to individual site needs. Ms. Renning said her position supports new teachers with 0-1 year of experience at Encanto, Clarendon and Solano utilizing professional development, conscious discipline, thinking maps and teaching and learning. Ms. Walker stated her appreciation of the Board for providing this support for new teachers.

Dr. Robert shared that the district was celebrating National School Lunch week, noting that it is also National Principals Month. Principals were recognized and thanked for their work.

Dr. Robert then shared that principals, superintendents and directors of curriculum, from 10 different districts recently visited both Osborn and Isaac School District. The visitors were here as part of the Multicultural Student Achievement Network (MSAN) a group the district has participated in for the past year and a half. Dr. Robert thanked Principal Martin and Principal Carranza for welcoming the visitors and said the MSAN members were impressed by the work they witnessed at campuses.

A short break was called at 6:00 PM.

Meeting resumed at 6:05 PM.

Consent Agenda – Approval of Items Since August Meeting

- A. Ratification of Accounts Payable Vouchers
- B. Ratification of Payroll Vouchers
- C. Board Minutes
 - 1. September 19, 2023 Regular Meeting
 - 2. September 7, 2023 Admin Retreat
- D. Approval of Personnel Items
 - 1. New Employees
 - 2. Extra Duty Contracts
 - 3. Employment Changes/Additions
 - 4. Resignations
 - 8. Renewal of MOU with Valle del Sol Mobile Health
 - 9. Valle del Sol Business Associate Agreement
 - 10. Renewal of MOU with Valle del Sol
- E. Sole Source
- K. Approval of Certified Evaluators for 2023-2024
- L. Approval of out of state travel to the La Cosecha Conference November 8-11 in Albuquerque, New Mexico for up to 1 dual language teacher per site and 1 district representative including Monica Artea.
- M. Approval of Hearing Officers for Student Discipline and Personnel Matters
 - 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. MOUs/Agreements with Partner Organizations
 - 1. Approval of amendment to Data Sharing Agreement with Teach for America-Phoenix's Cultivate survey.
 - 2. Approval of IGA with the MCSS Office for Financial System Support Consortium
- J. Approval of Certified Evaluators for 2023-2024
- K. Out of state travel
 - 1. Out of state travel to the School Nutrition Industry Conference (SNIC) in Orlando, FL from January 14, 2023 through Jan 16, 2024 for Kayla LaLone and Cory Alexander.
 - 2. Michael Robert, Abby Potter Davis, Carol Hayes and Theresa Nickolich to visit City Year in Tulsa, OK November 6-8, 2023

Mrs. Ramos moved to approve. Mr. Peralta seconded. Motion carried 4-0

Mr. Hermes aye
Mr. Peralta aye
Mrs. Greenberg aye
Mrs. Ramos aye

Call to the Public

None.

Board Presentation

None.

Admin Reports

President Hermes expressed his appreciation for the reports. Mrs. Ramos said she was both impressed and thankful to learn that interpreter services were offered to families during conferences.

Action Items

Approval of First Reading of ASBA Policy Revisions:

BCB	Board Member Conflict of Interest
BDA	Board Organizational Meeting
BE	School Board Meetings
BEDA	Notification of Board meetings
BRDB	Agenda
CBI	Evaluation of Superintendent
CBI-EB	Evaluation of Superintendent
EBC	Emergencies
GCG	Part-Time and Substitute Professional Staff Employment
IHA	Basic Instructional Program
IHA-E	Basic Instructional Program
JFABDA	Admission of Students in Foster Care
JK	Student Discipline
JKD	Student Suspension
JKE	Expulsion of Students
JLH	Missing Students
JRCA-R	Request for Transfer of Records

Dr. Robert said that because this is a first reading these policies will be brought back for approval next month.

Referring to the list and notes included in the packet, he provided reasoning for his recommendation to not approve policies CBI, CBI-EB and GCG. Explaining that administration has worked on an evaluation instrument similar to the NIET director evaluation instrument that will be brought to the Board in November for further discussion. He said the evaluation instrument offered by ASBA recommends the evaluation take place in March whereas the district has been completing the superintendent evaluation in June which allows new members additional time to gain knowledge of the superintendent prior to assessment.

Mrs. Greenberg motioned to approve as discussed. Mrs. Ramos seconded. Motion carried 4-0.

Mr. Hermes aye
Mr. Peralta aye
Mrs. Greenberg aye
Mrs. Ramos aye

Information/Discussion

FY24 Annual Bond and DAA Override Report

Mrs. Toscano said that the district is required to provide a yearly report for items being funded by the district's Bond and DAA (Capital) Override. She said the District has fully issued 50 million dollars in voter approved bond with just over 49 million expended. She then shared how it compares with what was provided in the voter pamphlet noting that the district is well within the range allowed for deviation. To date 46 million of the 50 million went to the schools and renewing the district's fleet which was less than anticipated thanks to grants Mrs. Sotomayor received to cover some of the fleet replacement costs.

Remaining projects are for infrastructure and committed for technology projects.

Of the funds from the DAA capital override 2.4 million has been used to support salaries and benefits with a portion allocated to each school. When compared to information in the voter pamphlet, the average over the 7 years through 2023 is well under the 1.5 million per year authorized allowing for saving for bigger purchases.

Mrs. Toscano confirmed for President Hermes that override funds cannot be transferred to M and O but that state funds are 100 percent transferrable.

FY23 Annual M&O Override Report

In compliance with yearly updates Mrs. Toscano explained that the M and O override-generated just over 2.5 million dollars at a total cost for the items of 3.3 million which comes from the states funding.

Board Development

[ASBA-ASA Annual Conference December 6-8, 2023](#)

Members that are interested in attending will notify Ms. Nye.

Discussion of Culturally Responsive Teaching and the Brain, Chapters 1 and 2.

Discussion took place about the importance of encouraging students who are culturally and linguistically diverse to be independent. Members further discussed the need to provide tools for children rather than resolving issues in an attempt to save students from struggle which helps them learn how to resolve issues.

Reflections

Mrs. Ramos enjoyed the student council presentations and was glad to learn about the wonderful things the district is doing. She said it is a great reminder of why members ran for their seats on the Board.

Echoing Mrs. Ramos' sentiments, Mrs. Greenberg said she was glad to see the students who may be future Governing Board members and expressed pride in those who support the students. Referring to Osborn's diverse community and recent world events, Mrs. Greenberg said there may be students and families feeling scared and may be seeing some terrible things on the news. She said she would like to see the district offer counseling if possible for both students and families who may be affected by these events.

Mr. Peralta echoed previous comments adding that he was happy to see student council members at the meeting.

Agreeing with previous comments, Mr. Hermes also loved the song sung by Encanto students. He expressed appreciation for all of the teachers and administrators who support the activities and giving students the opportunity to have their first taste of leadership.

He also appreciated all the work that went into the bond and override reports adding that the work of the district speaks for itself and he is hopeful voters recognize the stewardship and will entrust them again.

Dr. Robert agreed with member's comments and said he is grateful for the grant funding and work to support new teachers.

Future

Mrs. Ramos

- Referring to student absence reports she would like to know actions the district is taking to prevent absences- reaching out to parents etc.
- Expansion of new teacher support program –possible discussion at future Work Study

Mrs. Greenberg

- Noting higher absence rates for teachers on Mondays and Fridays would like to consider a higher rate of pay for subs on those days

President Hermes called for a short break at 6:49 PM

Meeting resumed at 7:00 PM.

President Hermes motioned to move into Executive Session. Mr. Peralta seconded. Motion carried 4-0

Mr. Hermes aye
Mr. Peralta aye
Mrs. Greenberg aye
Mrs. Ramos aye

Members reconvened in Regular Session at 8:27 PM

Action

Approval of Superintendent Performance Pay

President Hermes motioned to approve Superintendent Performance Pay as discussed. Mr. Peralta seconded. Motion carries 4-0.

Mr. Hermes aye
Mr. Peralta aye
Mrs. Greenberg aye
Mrs. Ramos aye

Adjournment

President Hermes declared the meeting adjourned at 8:29 PM.

OSBORN SCHOOL DISTRICT NO. 8
Governing Board Regular Meeting
October 17, 2023

Minutes submitted by:

Lisa Nye, Executive Assistant
to the Superintendent and Governing Board

Luis Peralta, Board Clerk

The Regular Meeting of the Osborn School District Governing Board was called to order at 5:31 PM by Board President Hermes.

Present:

Edward Hermes, Board President
Luis Peralta, Board Clerk
Violeta Ramos, Board Member absent
Leanne Greenberg, Board Member
Dr. Michael Robert, Superintendent

Pledge of Allegiance/School Presentation/Land Acknowledgement

Mrs. Toscano began an overview of the Annual Financial Report for FY 23. Step 1 consists of board authorization on the district AFR. She will work on the school-level AFRs Friday and Saturday, before submission on Sunday.

Pages 7-14 contains details the Auditor General works from for assessment of classroom dollars as well as district financial risk (detailed category breakdown of expenditures).

Pages 1-6 are summaries of different budgets. In response to Mrs. Greenberg's question, the federal projects numbers originally represented \$14.5 million, while actual expenditures were \$9 million. The difference consists of all ESSER dollars as well as other federal budgets, and we still have 1/3 of ESSER dollars remaining to spend this year.

Fund balances look really good. The majority grew from the end of FY 22, particularly the M&O, unrestricted capital outlay, and capital override. This is especially good as we look beyond the hopeful passage of the bond and move into ratings, interest rates, and financing, it is good to show good fund balances to determine financial risk. Also our indirect costs saw significant growth in fund balance tied to prior years, as it is tied to grants. As more federal dollars came in, our indirect costs grew. Once the ESSER dollars are gone, we will not be drawing the same amount of indirect costs.

President Hermes asked if we are OK with approval before all details are concluded. Mrs. Toscano replied that our attorneys have said as long as our general ledger is finalized and fund balances are locked, the board is fine with approval of the AFR as presented. Other edits can come post authorization.

President Hermes allowed the opportunity for further questions from board members. Hearing none, he opened the floor for a motion to approve the FY 23 Annual Financial Report.

Mr. Peralta moved to approve. Mrs. Ramos seconded. Motion carried 4-0

Mr. Hermes aye
Mr. Peralta aye
Mrs. Greenberg aye
Mrs. Ramos aye

Adjournment

President Hermes declared the meeting adjourned at 5:39 PM.

Minutes submitted by:

Michael Robert, Ed.D. Superintendent

Luis Peralta, Board Clerk

OSBORN SCHOOL DISTRICT NO. 8

November 21, 2023

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>
Rooks, Tavon	Boys PE Teacher	OMS	10/26/2023	\$32,672.64

NEW EMPLOYEES: CLASSIFIED

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE HIRED</u>	<u>RATE OF PAY</u>
Flores, Genesis	Educational Assistant- Montessori	MCS	11/20/2023	\$16.85
Mojica Montalba, Jakelin	Night Custodian	M&T	10/26/2023	\$16.96
Reyes, Genoveva	Educational Assistant- DD Preschool	LNV	1/8/2024	\$21.02
Vital, Viviana	Behavior Technician	SOL	10/30/2023	\$23.96

RATIFY ADDENDUM TO CONTRACT

NAME

PROGRAM

AMOUNT

PRE-APPROVAL ADDENDUM TO CONTRACT

NAME

PROGRAM

AMOUNT

ADDITIONAL ASSIGNMENTS

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE</u>	<u>RATE OF PAY</u>
Allen, Amanda	XD- Long Term Sub	CLA	10/16/2023	\$175/day
Barajas, Marisol	XD- Interpreter	CLA	9/25/2023	\$19.63
Cuevas, Adriana	XD- 21st Century Program Substitute	OMS	9/5/2023	\$26.89
Jackson, Mark	XD- Bus Attendant- Breaks	M&T	10/1/2023	\$18.43
Manriquez, Lizeth	XD- 21st Century Educational Asst Substitute	ENC	10/30/2023	\$23.34
Montoya, Dorinda	XD- Materials Inventory & Disposal	LNV	10/30/2023	\$24.51
Olague, Aryza	XD- Girls Soccer	OMS	8/14/2023	\$1,000
Rael, Josque	XD- Custodial Breaks	M&T	10/9/2023	\$21.16
Ramirez, Edgar	XD- 21st Century Educational Asst Substitute	OMS	9/5/2023	\$18.43
Rodriguez Corral, Martha	XD- Interpreter	SOL	9/25/2023	\$22.99
Williams, James	XD-Boys Basketball	OMS	10/23/2024	\$1,000
Zuniga, Maria	XD- Van Driver Breaks	M&T	10/1/2023	\$18.30

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>
Campos, Sabrina	HR Clerk/District Office Receptionist	Community Programs Admin Asst	MCS	11/26/2023	\$22.62
Espericueta, Andrea	Educational Asst	Educational Asst- SC/CC	SOL	11/6/2023	\$21.59
Jackson, Mark	Bus Attendant	Bus Attendant	M&T	10/2/2023	\$18.43
Katoko, Johannes	Behavior Technician	Behavior Technician	SOL	11/6/2023	\$23.34

NEW YEAR CLASSIFIED ASSIGNMENTS

NAME

POSITION

LOCATION

DATE

RATE OF PAY

NEW YEAR SUBSTITUTES ASSIGNMENTS

RESIGNATIONS

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE</u>
Ulm, Scott	PE Teacher	OMS	10/6/2023
Vital, Viviana	Behavior Technician	SOL	11/1/2023

TERMINATIONS

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

<u>NAME</u>	<u>REASON</u>	<u>LOCATION</u>	<u>DATE</u>
Reyes Zavala, Genoveva	Retirement	LNV	12/1/2023

LEAVE OF ABSENCES:

<u>NAME</u>	<u>REASON</u>	<u>LOCATION</u>	<u>DATE</u>
Agundez, Jesusa	FMLA (Intermittent)	SOL	10/2/2023
Eddings, Philemon	Leave	M&T	11/6/2023
Eddings, Philemon	Return from Leave	M&T	11/21/2023
Enrique, Citlaxohitl	FMLA (return)	ENC	11/1/2023
Hunt, Lisa	FMLA (return)	CLA	10/16/2023
Kuri Noriega, Maria Madlen	Paid Admin Leave	SOL	11/3/2023
Kuri Noriega, Maria Madlen	Return Paid Admin Leave	SOL	11/20/2023
Lalone, Kayla	FMLA (return)	DO (CN)	11/13/2023
Lundstedt, Melissa	LOA (return)	Stud. Serv	10/16/2023
Ryan, Kelsey	FMLA	DO	10/16/2023
Wilhelmy, Danielle	FMLA	ENC	10/24/2023

MILITARY LEAVE:

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

<u>NAME</u>	<u>PROGRAM</u>	<u>AMOUNT</u>
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Baber, Kimberly	Reading comprehension/cooking 9/5-11/17/23	\$1,440.00
Baber, Kimberly	Attend professional learning 8/29/23	\$25.00
Becerra, Chantel	United Sound Session 1 9/5-11/17/23	\$239.00
Becerra, Chantel	PD Session 1 8/29/23	\$25.00
Berkich, Elizabeth	Reading Foundations 9/5/23-11/17/23	\$1,440.00
Berkich, Elizabeth	Attend professional learning 8/29/23	\$25.00
Blanton, Jordan	PD 21st Century 8/28/23	\$25.00
Blanton, Jordan	Beat Makers/Readers Theatre 9/5-11/14/23	\$1,440.00
Borghaus, Sarah	sub for fall session of after school clubs 9/5-11/17/23	\$560.00
Bucklew, Joan	Tutoring Teacher 9/18/23-4/26/24	\$4,800.00
Bucklew, Joan	Curriculum Planning/Data Analysis 9/29-12/1/23	\$1,000.00
Bucklew, Joan	Fall PD- Solano afterschool program 9/20/23	\$25.00
Callisen, Kristen	PD 21st Century 8/28/23	\$25.00
Callisen, Kristen	Phonics Club Instructor 9/5-11/17/23	\$2,160.00
Campbell, Amelia	Curriculum Planning Data Analysis 9/29-12/1/23	\$1,000.00
Campbell, Amelia	Fall PD- Solano afterschool program 9/20/23	\$25.00
Campbell, Amelia	Fall- Arts and Crafts 9/19-11/17/23	\$1,302.00
Campbell, Amelia	Fall- Morning Club 9/5-11/17/23	\$1,920.00
Carter, Briona	Morning Open Gym -T, W, Th Session 1 9/5-11/17/23	\$1,188.00
Carter, Briona	PD Session 1 8/29/23	\$25.00
Chevalier, Celcilia	Curriculum Planning/Data Analysis 9/29-12/1/23	\$1,000.00
Chevalier, Celcilia	Fall session Substitute 11/9-11/17/23	\$270.00
Chevalier, Celcilia	Fall PD 9/20/23	\$25.00
Colledge, Abbey	3-D Modeling STEM 9/11-11/13/23	\$640.00
Colledge, Abbey	PD for fall Session 8/31/23	\$25.00
Copelly, Rosalba	Curriculum Planning/Data Analysis 9/29-12/1/23	\$1,000.00
Dobbertin, Carly	Family Engagment Liaison 8/7/23-5/23/24	\$5,000.00
Dunn, Kylie	Tutoring Teacher 9/18/23-4/26/24	\$4,800.00
Dunn, Kylie	Fall PD- Solano afterschool program 9/20/23	\$25.00
Elias, Rosaiella	Phonemic Awareness and Phonics 9/25-11/17/23	\$2,000.00
Elias, Rosaiella	Attend Professional Development 8/29/23	\$25.00
Feria, Anna	Anime & Graphic Novels club 9/8-11/17/23	\$720.00
Formanek, John	Tutoring Teacher 9/18/23-4/26/24	\$4,800.00
Formanek, John	Curriculum Planning/ Data Analysis 9/29-9/28/23	\$1,000.00
Formanek, John	Fall PD- Solano afterschool program 9/20/23	\$25.00
Frederick, Macklin	Basketball Coach 10/30/23-3/1/24	\$1,000.00
Fuentes, Mildred	Curriculum Planning/Data Analysis 9/29-12/1/23	\$1,000.00
Georges, Julia	United Sound Session 1 9/5-11/17/23	\$239.00
Guzman, Jose	Dual Language - Spanish 8/2/23-5/23/24	\$2,500.00

Hasenstab, Stephanie	School Social Media Manager 10/16/23-5/24/24	\$1,500.00
Hernandez, Matthew	Coach Basketball Club 11/2-11/16/23	\$240.00
Hernandez, Matthew	Basketball Coach 11/2-11/16/23	\$240.00
Hernandez, Mayra	Spanish Club 9/7-11/16/23	\$1,360.00
Hernandez, Mayra	PD for Fall Session 8/31/23	\$25.00
Kahl, Kayce	PD for fall session 8/31/23	\$25.00
Kahl, Kayce	sub for 21st CCLC fall session 9/5-11/17/23	\$560.00
Kowalczyk, Tyus	PD for fall session 8/31/23	\$25.00
Kowalczyk, Tyus	Board Games club for Fall Session 9/11-11/13/23	\$640.00
Kowalczyk, Tyus	Cartooning club for Fall Session 9/5-11/14/23	\$720.00
Linn, Raymond	Robotics Session 1 Tuesdays 9/5-11/14/23	\$477.00
Linn, Raymond	Cooking Session 1 Thursdays 9/7-11/16/23	\$477.00
Linn, Raymond	PD Session 1 8/29/23	\$25.00
Linton-Brown, Teola	Fall Choir Club 9/17-11/17/23	\$520.00
Linton-Brown, Teola	Fall PD- Solano afterschool program 9/20/23	\$25.00
Linton-Brown, Teola	Fall Morning club 9/5-11/17/23	\$1,920.00
Marshall, Nolan	Basketball Club 21st CCLC 10/31-11/14/23	\$450.00
Marshall, Nolan	Homework help for Soccer Club 9/11-12/21/23	\$162.00
Marshall, Nolan	PD for fall Session 8/31/23	\$25.00
Marshall, Nolan	mixed Soccer Team 9/11-11/18/23	\$800.00
Murphy, John	Pixel Art Club 9/7-11/16/23	\$720.00
Murphy, John	Coding club 9/5-11/14/23	\$720.00
Murphy, John	PD for Fall Session 8/31/23	\$25.00
Nino, Nancy	PD 21st Century 8/28/23	\$25.00
Nino, Nancy	ELA Math Fluency Club 9/5-11/14/23	\$360.00
Pendall-Castro, Emily	Fall afterschool program sub 9/18-11/17/23	\$651.00
Perez, Jose	Parent Pick up 9/11-11/16/23	\$160.00
Perez, Jose	Boys Soccer team 9/11-11/18/23	\$800.00
Perez, Katarina	Tutoring Teacher 9/18/23-4/26/24	\$4,800.00
Perez, Katarina	21st Century Site Coordinator 10/17/23-5/24/24	\$6,600.00
Perez, Katarina	Curriculum Planning/Data Analysis 9/29-12/1/23	\$1,000.00
Perez, Katarina	Fall PD- Solano afterschool program 9/20/23	\$25.00
Perez, Katarina	Fall afterschool program sub 9/18-11/17/23	\$651.00
Ramirez, Rocio	Reading Foundations and Comprehension	\$2,720.00
Ramirez, Rocio	Attend professional learning 8/29/23	\$25.00
Reynolds, Maitlyn	Arts & Crafts Session 1 Thursdays 9/5-11/17/23	\$477.00
Reynolds, Maitlyn	Fridays Gardening Session 1 9/5-11/17/23	\$424.00
Ruiz, Ruth	Math Homewor Help Club 9/7-11/16/23	\$720.00
Ruiz, Ruth	Harry Potter Book club 9/11-11/13/23	\$640.00
Ruiz, Ruth	PD for Fall Session 8/31/23	\$25.00
Salgado, Romina	Tutoring Coordinator 9/6/23-4/26/24	\$1,260.00
Salgado, Romina	21st Century Site Coordinator 9/11/23-5/24/24	\$5,400.00
Sandoval, Gudalupe	Tutoring Teacher 9/18/23-4/26/24	\$4,800.00
Sandoval, Gudalupe	Fall PD- Solano afterschool program 9/20/23	\$25.00
Schrey, Kaitlyn	Curriculum Planning/ Data Analysis 9/29-12/1/23	\$1,000.00
Shillito, Alexandra	Fall Tiger Builder Club 9/21-11/17/23	\$1,209.00
Shillito, Alexandra	Fall PD- Solano afterschool program 9/20/23	\$25.00

Sotomayor, Stefaney	Commnunity Programs Administrator 8/7/23-5/31/24	\$3,500.00
Stacey, Brendan	Board Game Club- Session 1 Mondays 9/11-11/13/23	\$424.00
Stacey, Brendan	Drama Clun Session 1 Thursdays 9/5-11/147/23	\$477.00
Stevens, Amber	Navajo Language and Culture Club 9/7-11/16/23	\$1,440.00
Terriciano, Molly	21st CCLC sub 10/16/23-4/26/24	\$480.00
Thompson-Hunter, Angella	Tutoring Teacher 9/18/23-4/26/24	\$4,800.00
Thompson-Hunter, Angella	Curriculum Planning/Data Analysis 9/29-12/1/23	\$1,000.00
Thompson-Hunter, Angella	Fall Board Game Club 9/19/11/17/23	\$1,302.00
Thompson-Hunter, Angella	Fall PD- Solano afterschool program 9/20/23	\$25.00
Tikovitsch, Erin	Self Care Besties- Sesion 1 Tuesdays 9/5-11/14/23	\$477.00
Tikovitsch, Erin	PD Session 1 8/29/23	\$25.00
Valentine, BJ	Curriculum Planning/Data Analysis 9/29-12/1/23	\$1,000.00
Valentine, BJ	Football Coach 10/30/23-3/1/24	\$1,000.00
Valentine, Britnie	Fall PD- Solano afterschool program 9/20/23	\$25.00
Valentine, Britnie	Fall Theatre Club 9/18-11/17/23	\$1,560.00
Vasquez, Rogelio	Teach Math Fundamentals 9/5-11/17/23	\$2,720.00
Vasquez, Rogelio	Attend professional learning 8/29/23	\$25.00
Vincent, Madison	Mural Club Session 1 Mondays 9/11-11/20/23	\$424.00
Vincent, Madison	PD Session 1 8/29/23	\$25.00

OSBORN SCHOOL DISTRICT NO. 8

November 21, 2023

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 – none this month

For Board: Action Discussion Information

Background –

Donor	Donation	Location	Estimated Value

Legal

Financial

Governing Board Goals

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

Recommendation

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

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8
November 21, 2023
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

From Date: 10/1/2023

To Date: 10/31/2023

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

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	(\$3,763,036.32)	(\$4,639,547.23)	\$4,639,547.23	\$0.00	\$4,639,547.23	0.00%
001.000.0000.2000.000.000.0000	Undesignated	\$0.00	\$51.42	\$188.14	(\$188.14)	\$0.00	(\$188.14)	0.00%
001.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	(\$599,453.27)	(\$2,534,982.75)	\$2,534,982.75	\$0.00	\$2,534,982.75	0.00%
001.000.0000.6000.000.000.0000	EXPENDITURES	\$22,667,985.48	\$1,278,867.03	\$5,306,101.47	\$17,361,884.01	\$14,379,431.27	\$2,982,452.74	13.16%
	FUND: MAINTENANCE AND OPERATION - 001	\$22,667,985.48	(\$3,083,571.14)	(\$1,868,240.37)	\$24,536,225.85	\$14,379,431.27	\$10,156,794.58	44.81%
010.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	(\$166,499.77)	(\$497,882.61)	\$497,882.61	\$0.00	\$497,882.61	0.00%
	FUND: CLASSROOM SITE FUND - 010	\$0.00	(\$166,499.77)	(\$497,882.61)	\$497,882.61	\$0.00	\$497,882.61	0.00%
011.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$6,092.95)	(\$24,585.66)	\$24,585.66	\$0.00	\$24,585.66	0.00%
011.000.0000.6000.000.000.0000	EXPENDITURES	\$2,408,799.00	\$141,330.95	\$400,167.27	\$2,008,631.73	\$1,347,179.04	\$661,452.69	27.46%
	FUND: P301 BASE PAY - 011	\$2,408,799.00	\$135,238.00	\$375,581.61	\$2,033,217.39	\$1,347,179.04	\$686,038.35	28.48%
012.000.0000.6000.000.000.0000	EXPENDITURES	\$2,263,684.00	\$0.00	\$0.00	\$2,263,684.00	\$0.00	\$2,263,684.00	100.00%
	FUND: P301 PERFORMANCE PAY - 012	\$2,263,684.00	\$0.00	\$0.00	\$2,263,684.00	\$0.00	\$2,263,684.00	100.00%
020.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$895.50)	(\$895.50)	\$895.50	\$0.00	\$895.50	0.00%
020.000.0000.6000.000.000.0000	EXPENDITURES	\$130,000.00	\$5,166.96	\$14,407.05	\$115,592.95	\$50,001.71	\$65,591.24	50.45%
	FUND: INSTRUCTIONAL IMPROVEMENT FUND - 020	\$130,000.00	\$4,271.46	\$13,511.55	\$116,488.45	\$50,001.71	\$66,486.74	51.14%
100.000.0000.6000.000.000.0000	EXPENDITURES	\$1,761,008.28	\$77,287.66	\$231,918.16	\$1,529,090.12	\$683,960.90	\$845,129.22	47.99%
	FUND: TITLE I - 100	\$1,761,008.28	\$77,287.66	\$231,918.16	\$1,529,090.12	\$683,960.90	\$845,129.22	47.99%
101.000.0000.6000.000.000.0000	EXPENDITURES	\$1,454,410.95	\$3,957.27	\$28,566.06	\$1,425,844.89	\$321.60	\$1,425,523.29	98.01%
	FUND: TITLE I - 101	\$1,454,410.95	\$3,957.27	\$28,566.06	\$1,425,844.89	\$321.60	\$1,425,523.29	98.01%
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	\$33,976.55	\$0.00	\$0.00	\$0.00	\$0.00	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	\$33,976.55	\$0.00	\$50,106.66	\$0.00	\$50,106.66	100.00%
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	\$162,286.03	\$18,789.43	\$28,835.32	\$133,450.71	\$5,706.52	\$127,744.19	78.72%
	FUND: TITLE IIA - IMPROVING TEACHER QUALITY - 140	\$162,286.03	\$18,789.43	\$28,835.32	\$133,450.71	\$5,706.52	\$127,744.19	78.72%
141.000.0000.6000.000.000.0000	EXPENDITURES	\$346,486.37	\$378.00	\$5,378.00	\$341,108.37	\$0.00	\$341,108.37	98.45%
	FUND: TITLE IIA - IMPROVING TEACHER QUALITY - 141	\$346,486.37	\$378.00	\$5,378.00	\$341,108.37	\$0.00	\$341,108.37	98.45%
160.000.0000.6000.000.000.0000	EXPENDITURES	\$190,618.78	\$1,827.20	\$15,366.57	\$175,252.21	\$14,141.24	\$161,110.97	84.52%
	FUND: TITLE IV - SAFE & DRUG FREE BASIC - 160	\$190,618.78	\$1,827.20	\$15,366.57	\$175,252.21	\$14,141.24	\$161,110.97	84.52%
161.000.0000.6000.000.000.0000	EXPENDITURES	\$184,629.38	\$273.00	\$3,891.86	\$180,737.52	\$0.00	\$180,737.52	97.89%
	FUND: TITLE IV - SAFE & DRUG FREE BASIC - 161	\$184,629.38	\$273.00	\$3,891.86	\$180,737.52	\$0.00	\$180,737.52	97.89%
162.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	(\$227,460.19)	(\$227,460.19)	\$227,460.19	\$0.00	\$227,460.19	0.00%
162.000.0000.6000.000.000.0000	EXPENDITURES	\$300,000.00	\$6,262.87	\$14,553.13	\$285,446.87	\$51,480.77	\$233,966.10	77.99%
	FUND: 21ST CENTURY (ENC, SOL) - 162	\$300,000.00	(\$221,197.32)	(\$212,907.06)	\$512,907.06	\$51,480.77	\$461,426.29	153.81%

Osborn School District

Board Exp & Revenue Report

From Date: 10/1/2023

To Date: 10/31/2023

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

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
163.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	(\$245,168.04)	(\$245,168.04)	\$245,168.04	\$0.00	\$245,168.04	0.00%
163.000.0000.6000.000.000.0000	EXPENDITURES	\$420,000.00	\$7,175.65	\$22,080.45	\$397,919.55	\$77,655.07	\$320,264.48	76.25%
	FUND: 21ST CENTURY (CL, LV, OMS) - 163	\$420,000.00	(\$237,992.39)	(\$223,087.59)	\$643,087.59	\$77,655.07	\$565,432.52	134.63%
190.000.0000.6000.000.000.0000	EXPENDITURES	\$64,816.88	\$4,335.55	\$16,570.89	\$48,245.99	\$42,877.57	\$5,368.42	8.28%
	FUND: TITLE III - 190	\$64,816.88	\$4,335.55	\$16,570.89	\$48,245.99	\$42,877.57	\$5,368.42	8.28%
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	\$0.00	\$111,426.45	\$0.00	\$111,426.45	100.00%
200.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	(\$193.89)	(\$193.89)	\$193.89	\$0.00	\$193.89	0.00%
200.000.0000.6000.000.000.0000	EXPENDITURES	\$36,092.00	\$4,317.79	\$11,985.17	\$24,106.83	\$42,615.19	(\$18,508.36)	-51.28%
	FUND: TITLE VII - INDIAN ED - 200	\$36,092.00	\$4,123.90	\$11,791.28	\$24,300.72	\$42,615.19	(\$18,314.47)	-50.74%
220.000.0000.6000.000.000.0000	EXPENDITURES	\$1,130,009.75	\$72,181.02	\$205,109.65	\$924,900.10	\$741,668.84	\$183,231.26	16.22%
	FUND: IDEA - BASIC - 220	\$1,130,009.75	\$72,181.02	\$205,109.65	\$924,900.10	\$741,668.84	\$183,231.26	16.22%
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	\$0.00	\$1,075,132.01	\$0.00	\$1,075,132.01	100.00%
222.000.0000.6000.000.000.0000	EXPENDITURES	\$29,517.50	\$2,141.67	\$6,478.99	\$23,038.51	\$20,894.22	\$2,144.29	7.26%
	FUND: IDEA - PRESCHOOL GRANT - 222	\$29,517.50	\$2,141.67	\$6,478.99	\$23,038.51	\$20,894.22	\$2,144.29	7.26%
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	\$0.00	\$29,886.42	\$0.00	\$29,886.42	100.00%
227.000.0000.6000.000.000.0000	EXPENDITURES	\$11,647.68	\$289.60	\$289.60	\$11,358.08	\$0.00	\$11,358.08	97.51%
	FUND: ARP- IDEA PRESCHOOL - 227	\$11,647.68	\$289.60	\$289.60	\$11,358.08	\$0.00	\$11,358.08	97.51%
228.000.0000.6000.000.000.0000	EXPENDITURES	\$110,067.72	\$866.53	\$21,833.25	\$88,234.47	\$14,748.98	\$73,485.49	66.76%
	FUND: ARP- IDEA BASIC - 228	\$110,067.72	\$866.53	\$21,833.25	\$88,234.47	\$14,748.98	\$73,485.49	66.76%
230.000.0000.6000.000.000.0000	EXPENDITURES	\$21,742.10	\$4,591.44	\$13,044.03	\$8,698.07	\$28,410.36	(\$19,712.29)	-90.66%
	FUND: JOHNSON-O'MALLEY - 230	\$21,742.10	\$4,591.44	\$13,044.03	\$8,698.07	\$28,410.36	(\$19,712.29)	-90.66%
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	\$0.00	\$28,238.78	\$0.00	\$28,238.78	100.00%
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	\$12,028.84	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
281.000.0000.6000.000.000.0000	EXPENDITURES	\$31,676.78	\$1,038.01	\$1,121.58	\$30,555.20	\$264.49	\$30,290.71	95.62%
	FUND: EDUCATION FOR HOMELESS CHILDREN - 281	\$31,676.78	\$13,066.85	\$1,121.58	\$30,555.20	\$264.49	\$30,290.71	95.62%
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	\$20,980.74	\$73,390.01	(\$73,390.01)	\$0.00	(\$73,390.01)	0.00%

Osborn School District

Board Exp & Revenue Report

From Date: 10/1/2023

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Fiscal Year: 2023-2024

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

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
290.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$27,766.66	(\$95.40)	\$95.40	\$0.00	\$95.40	0.00%
290.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$18,793.09	\$60,805.07	(\$60,805.07)	\$183,105.55	(\$243,910.62)	0.00%
	FUND: MEDICAID REIMB - 290	\$0.00	\$67,540.49	\$134,099.68	(\$134,099.68)	\$183,105.55	(\$317,205.23)	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	\$73,834.00	(\$147,668.00)	\$147,668.00	\$0.00	\$147,668.00	0.00%
333.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$30,345.55	\$124,594.58	(\$124,594.58)	\$263,255.27	(\$387,849.85)	0.00%
	FUND: HQEL - 333	\$0.00	\$104,179.55	(\$23,073.42)	\$23,073.42	\$263,255.27	(\$240,181.85)	0.00%
336.000.0000.6000.000.000.0000	EXPENDITURES	\$4,751,065.08	\$21,837.00	\$1,193,013.35	\$3,558,051.73	\$20,000.00	\$3,538,051.73	74.47%
	FUND: ESSER / CARES ROUND II - 336	\$4,751,065.08	\$21,837.00	\$1,193,013.35	\$3,558,051.73	\$20,000.00	\$3,538,051.73	74.47%
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	\$258,538.86	\$673,556.67	(\$673,556.67)	\$1,844,099.12	(\$2,517,655.79)	0.00%
	FUND: ESSER ROUND III - 346	\$0.00	\$258,538.86	\$673,556.67	(\$673,556.67)	\$1,844,099.12	(\$2,517,655.79)	0.00%
383.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$41,176.05	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
383.000.0000.6000.000.000.0000	EXPENDITURES	\$74,142.66	\$412.67	\$412.67	\$73,729.99	\$0.00	\$73,729.99	99.44%
	FUND: ARP - HOMELESS II ENTITLEMENT GRANT (FOR FUND 283) - 383	\$74,142.66	\$41,588.72	\$412.67	\$73,729.99	\$0.00	\$73,729.99	99.44%
384.000.0000.6000.000.000.0000	EXPENDITURES	\$39,829.65	\$277.88	\$277.88	\$39,551.77	\$0.00	\$39,551.77	99.30%
	FUND: ARP - HOMELESS I GRANT (FORMELY FUND 284) - 384	\$39,829.65	\$277.88	\$277.88	\$39,551.77	\$0.00	\$39,551.77	99.30%
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	(\$3,738.66)	(\$3,738.66)	\$3,738.66	\$0.00	\$3,738.66	0.00%
457.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$9,721.29	\$27,805.07	(\$27,805.07)	\$97,243.59	(\$125,048.66)	0.00%
	FUND: RESULTS BASED FUNDING - 457	\$0.00	\$5,982.63	\$24,066.41	(\$24,066.41)	\$97,243.59	(\$121,310.00)	0.00%
465.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$14,100.12)	(\$14,100.12)	\$14,100.12	\$0.00	\$14,100.12	0.00%
465.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$1,000.00	\$1,000.00	(\$1,000.00)	\$549,000.00	(\$550,000.00)	0.00%
	FUND: AZ TRANSPORTATION MODERNIZATION GRANT - 465	\$0.00	(\$13,100.12)	(\$13,100.12)	\$13,100.12	\$549,000.00	(\$535,899.88)	0.00%
472.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$2,185.21)	(\$2,185.21)	\$2,185.21	\$0.00	\$2,185.21	0.00%
472.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$8,901.37	\$26,422.16	(\$26,422.16)	\$65,218.48	(\$91,640.64)	0.00%
	FUND: EARLY LITERACY GRANT - 472	\$0.00	\$6,716.16	\$24,236.95	(\$24,236.95)	\$65,218.48	(\$89,455.43)	0.00%
475.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$2,972.52	\$7,617.70	(\$7,617.70)	\$29,166.28	(\$36,783.98)	0.00%
	FUND: OIE RISE GRANT - 475	\$0.00	\$2,972.52	\$7,617.70	(\$7,617.70)	\$29,166.28	(\$36,783.98)	0.00%
478.000.0000.6000.000.000.0000	EXPENDITURES	\$17,244.00	\$0.00	\$0.00	\$17,244.00	\$0.00	\$17,244.00	100.00%
	FUND: DYSLLEXIA DESIGNEE GRANT - 478	\$17,244.00	\$0.00	\$0.00	\$17,244.00	\$0.00	\$17,244.00	100.00%
482.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$24,320.32	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

Osborn School District

Board Exp & Revenue Report

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Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
482.000.0000.6000.000.000.0000	EXPENDITURES	\$476,565.00	\$33,772.60	\$93,482.80	\$383,082.20	\$317,717.14	\$65,365.06	13.72%
	FUND: SCHOOL SAFETY EXPANSION - 482	\$476,565.00	\$58,092.92	\$93,482.80	\$383,082.20	\$317,717.14	\$65,365.06	13.72%
500.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$21,764.69	\$14,184.30	(\$14,184.30)	\$0.00	(\$14,184.30)	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	\$21,764.69	\$14,184.30	\$480,815.70	\$0.00	\$480,815.70	97.13%
502.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$598.24)	(\$598.24)	\$598.24	\$0.00	\$598.24	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	(\$598.24)	(\$598.24)	\$80,598.24	\$0.00	\$80,598.24	100.75%
510.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$18.25)	(\$18,286.54)	\$18,286.54	\$0.00	\$18,286.54	0.00%
510.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	(\$367,154.13)	(\$413,879.35)	\$413,879.35	\$0.00	\$413,879.35	0.00%
510.000.0000.6000.000.000.0000	EXPENDITURES	\$2,750,000.00	\$163,645.00	\$554,415.51	\$2,195,584.49	\$1,398,767.88	\$796,816.61	28.98%
	FUND: FOOD SERVICE - 510	\$2,750,000.00	(\$203,527.38)	\$122,249.62	\$2,627,750.38	\$1,398,767.88	\$1,228,982.50	44.69%
515.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$5,354.22	(\$8,379.97)	\$8,379.97	\$0.00	\$8,379.97	0.00%
515.000.0000.6000.000.000.0000	EXPENDITURES	\$120,000.00	\$6,523.28	\$20,700.82	\$99,299.18	\$61,759.49	\$37,539.69	31.28%
	FUND: CIVIC CENTER - 515	\$120,000.00	\$11,877.50	\$12,320.85	\$107,679.15	\$61,759.49	\$45,919.66	38.27%
520.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$356.83)	(\$1,506.83)	\$1,506.83	\$0.00	\$1,506.83	0.00%
520.000.0000.6000.000.000.0000	EXPENDITURES	\$206,393.60	\$18,997.94	\$56,498.14	\$149,895.46	\$154,932.72	(\$5,037.26)	-2.44%
	FUND: COMMUNITY SCHOOL - 520	\$206,393.60	\$18,641.11	\$54,991.31	\$151,402.29	\$154,932.72	(\$3,530.43)	-1.71%
521.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$1,162.00)	(\$11,971.00)	\$11,971.00	\$0.00	\$11,971.00	0.00%
521.000.0000.6000.000.000.0000	EXPENDITURES	\$235,899.64	\$21,766.90	\$63,832.63	\$172,067.01	\$217,632.25	(\$45,565.24)	-19.32%
	FUND: COMMUNITY SCHOOL - MONTESSORI - 521	\$235,899.64	\$20,604.90	\$51,861.63	\$184,038.01	\$217,632.25	(\$33,594.24)	-14.24%
525.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$41.18)	(\$24,151.92)	\$24,151.92	\$0.00	\$24,151.92	0.00%
525.000.0000.6000.000.000.0000	EXPENDITURES	\$30,000.00	\$0.00	\$72.00	\$29,928.00	\$4,773.30	\$25,154.70	83.85%
	FUND: AUXILIARY OPERATIONS - 525	\$30,000.00	(\$41.18)	(\$24,079.92)	\$54,079.92	\$4,773.30	\$49,306.62	164.36%
526.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$2,058.85)	(\$3,858.85)	\$3,858.85	\$0.00	\$3,858.85	0.00%
526.000.0000.6000.000.000.0000	EXPENDITURES	\$300,000.00	\$515.40	\$515.40	\$299,484.60	\$2,202.11	\$297,282.49	99.09%
	FUND: EXTRA CURR TAX FEES CR - 526	\$300,000.00	(\$1,543.45)	(\$3,343.45)	\$303,343.45	\$2,202.11	\$301,141.34	100.38%
530.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$3,675.75	(\$152,237.74)	\$152,237.74	\$0.00	\$152,237.74	0.00%
530.000.0000.6000.000.000.0000	EXPENDITURES	\$250,000.00	\$43,456.22	\$379,989.39	(\$129,989.39)	\$120,083.01	(\$250,072.40)	-100.03%
	FUND: GIFTS AND DONATIONS - 530	\$250,000.00	\$47,131.97	\$227,751.65	\$22,248.35	\$120,083.01	(\$97,834.66)	-39.13%
540.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$113.40)	(\$425.40)	\$425.40	\$0.00	\$425.40	0.00%
540.000.0000.6000.000.000.0000	EXPENDITURES	\$10,500.00	\$64.00	\$852.00	\$9,648.00	\$1,598.00	\$8,050.00	76.67%
	FUND: FINGERPRINT - 540	\$10,500.00	(\$49.40)	\$426.60	\$10,073.40	\$1,598.00	\$8,475.40	80.72%
550.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$238.64)	(\$238.64)	\$238.64	\$0.00	\$238.64	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	(\$238.64)	(\$238.64)	\$30,738.64	\$0.00	\$30,738.64	100.78%
555.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$132.94)	(\$132.94)	\$132.94	\$0.00	\$132.94	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%
	FUND: TEXTBOOKS - 555	\$16,500.00	(\$132.94)	(\$132.94)	\$16,632.94	\$0.00	\$16,632.94	100.81%

Osborn School District

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Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
565.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$0.20)	(\$0.20)	\$0.20	\$0.00	\$0.20	0.00%
	FUND: LITIGATION RECOVERY - 565	\$0.00	(\$0.20)	(\$0.20)	\$0.20	\$0.00	\$0.20	0.00%
570.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$6,660.77)	(\$6,660.77)	\$6,660.77	\$0.00	\$6,660.77	0.00%
570.000.0000.5000.000.000.0000	REVENUE FROM OTHER SOURCES	\$0.00	(\$22,488.00)	(\$22,488.00)	\$22,488.00	\$0.00	\$22,488.00	0.00%
570.000.0000.6000.000.000.0000	EXPENDITURES	\$560,000.00	\$180,675.22	\$245,594.55	\$314,405.45	\$223,115.09	\$91,290.36	16.30%
	FUND: INDIRECT COSTS - 570	\$560,000.00	\$151,526.45	\$216,445.78	\$343,554.22	\$223,115.09	\$120,439.13	21.51%
575.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$189.51)	(\$189.51)	\$189.51	\$0.00	\$189.51	0.00%
575.000.0000.6000.000.000.0000	EXPENDITURES	\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$20,000.00	\$10,000.00	33.33%
	FUND: UNEMPLOYMENT INSURANCE - 575	\$30,000.00	(\$189.51)	(\$189.51)	\$30,189.51	\$20,000.00	\$10,189.51	33.97%
585.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$25.99)	(\$25.99)	\$25.99	\$0.00	\$25.99	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	(\$25.99)	(\$25.99)	\$3,025.99	\$0.00	\$3,025.99	100.87%
610.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$497,759.67)	(\$653,134.86)	\$653,134.86	\$0.00	\$653,134.86	0.00%
610.000.0000.2000.000.000.0000	Undesignated	\$0.00	\$9.54	\$34.96	(\$34.96)	\$0.00	(\$34.96)	0.00%
610.000.0000.6000.000.000.0000	EXPENDITURES	\$5,629,709.00	\$16,038.74	\$264,321.56	\$5,365,387.44	\$310,279.49	\$5,055,107.95	89.79%
	FUND: UNRESTRICT CAPITAL OUTLAY - 610	\$5,629,709.00	(\$481,711.39)	(\$388,778.34)	\$6,018,487.34	\$310,279.49	\$5,708,207.85	101.39%
630.000.0000.6000.000.000.0000	EXPENDITURES	\$1,500,000.00	\$145,640.25	\$162,251.65	\$1,337,748.35	\$468,258.64	\$869,489.71	57.97%
	FUND: BOND BUILDING - 630	\$1,500,000.00	\$145,640.25	\$162,251.65	\$1,337,748.35	\$468,258.64	\$869,489.71	57.97%
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	(\$2,257,901.08)	(\$2,810,950.53)	\$2,810,950.53	\$0.00	\$2,810,950.53	0.00%
700.000.0000.5000.000.000.0000	REVENUE FROM OTHER SOURCES	\$0.00	\$1,000.00	\$1,000.00	(\$1,000.00)	\$0.00	(\$1,000.00)	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	(\$2,256,901.08)	(\$2,809,950.53)	\$9,762,900.53	\$0.00	\$9,762,900.53	140.41%
850.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$325.41)	(\$325.41)	\$325.41	\$0.00	\$325.41	0.00%
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	(\$325.41)	(\$325.41)	\$30,825.41	\$0.00	\$30,825.41	101.07%
855.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$119,992.98)	(\$590,935.24)	\$590,935.24	\$6,079.28	\$584,855.96	0.00%
855.000.0000.6000.000.000.0000	EXPENDITURES	\$2,500,000.00	\$200,884.23	\$615,091.47	\$1,884,908.53	\$2,118,560.05	(\$233,651.52)	-9.35%
	FUND: EMPL INSUR PGM WITHHOLDNG - 855	\$2,500,000.00	\$80,891.25	\$24,156.23	\$2,475,843.77	\$2,124,639.33	\$351,204.44	14.05%
Grand Total:		\$62,518,702.29	(\$5,224,245.57)	(\$2,049,262.21)	\$64,567,964.50	\$25,978,204.51	\$38,589,759.99	61.73%

End of Report

OSBORN SCHOOL DISTRICT NO. 8

November 21, 2023

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 2023/24 Statement of Revenues and Expenditures for the Student Activities Fund from October 1 through October 31, 2023.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT No. 8
Statement of Revenues and Expenditures
For Student Activities Fund
Activity from October 1, 2023 to October 31, 2023

<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	12,836.39			12,836.39
Solano	10,499.15			10,499.15
Longview	8,776.64			8,776.64
	<u>\$ 36,137.08</u>	<u>\$ -</u>	<u>\$ -</u>	<u>36,137.08</u>

OSBORN SCHOOL DISTRICT NO. 8
November 21, 2023
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

Request For Disposal Form

School: Longview

Date: 11/3/23

Department: Bookroom

Reason For Disposal: Outdated and damaged children's books

Disposal Description: Misc children's books

Signature: *Kenneth White*

Fixed Asset Items (Over \$1000)

Asset #:

Description:

Serial #:

Recorded Value:

Present Value:

Board Approval:

Signature:

School	Quantity	Book Title	Author	Used book Price	Total	Room # where books need to be picked up	Notes
Longview	1	The Broodi Tapes, Thomas Alva Edison \$3.50		\$3.50	\$3.50	DO - Room 117	Going to the board 11/21
Longview	1	Back to the Titanic \$4.99		\$4.99	\$4.99	DO	
Longview	1	Come Sing Jimmy Jo \$4.99		\$4.99	\$4.99	DO	
Longview	1	Beetles Lightly Toasted \$4.99		\$4.99	\$4.99	DO	
Longview	1	Tucket's Ride \$3.99		\$3.99	\$3.99	DO	
Longview	1	Fire at the Triangle Factory, Barbara Park \$4.99		\$4.99	\$4.99	DO	
Longview	1	Riding Freedom \$4.99		\$4.99	\$4.99	DO	
Longview	1	Thirteen Ways to Sink a Sub \$5.99		\$5.99	\$5.99	DO	
Longview	1	Morning Girl \$0		\$3.98	\$3.98	DO	
Longview	1	Boys in Control \$5.50		\$5.50	\$5.50	DO	
Longview	1	Pocahontas and the Stranger		\$4.88	\$4.88	DO	
Longview	1	Snow Treasure \$4.99		\$4.99	\$4.99	DO	
Longview	1	Walking the Road to Freedom		\$3.98	\$3.98	DO	
Longview	1	Losing Joe's Place \$4.99		\$4.99	\$4.99	DO	
Longview	1	Phobe the Spy		\$3.94	\$3.94	DO	
Longview	1	The IV Kid \$4.99		\$4.99	\$4.99	DO	
Longview	1	Avalanche \$3.99		\$3.99	\$3.99	DO	
Longview	1	Sixth Grade Can Really Kill		\$4.22	\$4.22	DO	
Longview	1	The Cricket in Times Square \$5.50		\$5.50	\$5.50	DO	
Longview	1	Click \$5.95		\$5.95	\$5.95	DO	
Longview	1	Bonanza Girl		\$4.09	\$4.09	DO	
Longview	1	Let the Circle Be Unbroken, Anthony Burns \$4.99		\$4.99	\$4.99	DO	
Longview	1	Numbering all the Bones		\$3.98	\$3.98	DO	
Longview	1	The emperors New Clothes		\$4.48	\$4.48	DO	
Longview	1	The Last Princess		\$5.18	\$5.18	DO	
Longview	1	Now is Your Tlme		\$0.00	\$0.00	DO	
Longview	1	The Best Poems Ever, \$3.99		\$3.99	\$3.99	DO	
Longview	1	MC Higgins the Great		\$3.94	\$3.94	DO	
Longview	1	A Place to Hide		\$3.66	\$3.66	DO	
Longview	1	The Junkyard Dog \$4.99		\$4.99	\$4.99	DO	
Longview	1	The Egypt Game \$2.69		\$2.69	\$2.69	DO	
Longview	1	Out of the Dust, \$2.99		\$2.99	\$2.99	DO	
Longview	1	The Midwife Apprentice		\$5.09	\$5.09	DO	
Longview	1	Tamika and Wisdom Rings \$3.99		\$3.99	\$3.99	DO	
Longview	1	Adam of the Road		\$3.80	\$3.80	DO	
Longview	1	I'll Meet you at the Cucumbers \$3.99		\$3.99	\$3.99	DO	

School	Quantity	Book Title	Author	Used book Price	Total	Room # where books need to be picked up	Notes
Longview	1	Shoebag \$4.50		\$4.50	\$4.50	DO	
Longview	1	Jerry Spinelli \$4.50		\$4.50	\$4.50	DO	
Longview	1	Through Grandpa's Eyes \$4.95		\$4.95	\$4.95	DO	
Longview	1	Day of the Blizzard		\$3.88	\$3.88	DO	
Longview	1	Sir Arthur		\$0.00	\$0.00	DO	
Longview	1	Encyclopedia Brown Carries On \$3.99		\$3.99	\$3.99	DO	
Longview	1	The Barn Burner		\$3.73	\$3.73	DO	
Longview	1	The Loner \$3.00		\$3.00	\$3.00	DO	
Longview	1	Black is Brown is Tan		\$3.89	\$3.89	DO	
Longview	1	Bone Dance		\$4.56	\$4.56	DO	
Longview	1	The Circuit		\$3.76	\$3.76	DO	
Longview	1	Esiotrot and now Mitzel		\$0.00	\$0.00	DO	
Longview	1	I've got a Idea		\$2.99	\$2.99	DO	
Longview	1	A Mammoth Mix \$3.95		\$3.95	\$3.95	DO	
Longview	1	Island of the Blue Dolphins \$4.99		\$4.99	\$4.99	DO	
Longview	1	The Egypt Game \$4.99		\$4.99	\$4.99	DO	
Longview	1	Trouble at Marsh Harbor		\$3.98	\$3.98	DO	
Longview	1	Hurricane		\$4.08	\$4.08	DO	
Longview	1	The Singing Tree \$5.99		\$5.99	\$5.99	DO	
Longview	1	Just the Way You Are		\$6.99	\$6.99	DO	
Longview	1	The Elves and the Shoe Makers \$5.95		\$5.95	\$5.95	DO	
Longview	1	Which was Freedom		\$3.73	\$3.73	DO	
Longview	1	Christopher Columbus		\$3.93	\$3.93	DO	
Longview	1	Cinderlla and the Glass		\$4.45	\$4.45	DO	
Longview	1	Is Anybody There \$4.30		\$4.30	\$4.30	DO	
Longview	1	Juniper \$4.99		\$4.99	\$4.99	DO	
Longview	1	Eating the Plates		\$3.97	\$3.97	DO	
Longview	1	The Narrow Escape of Davy Crockett Treasure \$4.95		\$4.95	\$4.95	DO	
Longview	1	Frightmares \$3.99		\$3.99	\$3.99	DO	
Longview	1	Island \$4.50		\$4.50	\$4.50	DO	
Longview	1	Jedediah Barstow		\$3.85	\$3.85	DO	
Longview	1	Barry the Bravest St. Bernard \$3.99		\$3.99	\$3.99	DO	
Longview	1	My Family Shall Be Free \$16.99		\$3.99	\$3.99	DO	
Longview	1	Tom Sawyer \$4.99		\$4.99	\$4.99	DO	
Longview	1	The Face on the Milk Carton \$5.50		\$5.50	\$5.50	DO	
Longview	1	Sacajawea \$4.99		\$4.99	\$4.99	DO	
Longview	1	Philip Hall Likes Me \$4.99		\$4.99	\$4.99	DO	

Request For Disposal Form

School: Longview

Date: 11/3/23

Department: Curriculum

Reason For Disposal: Water damage to curriculum

Disposal Description: 4th grade ELA Benchmark curriculum

Signature: Cathy Gentry

Fixed Asset Items (Over \$1000)

Asset #:

Description: (1) Benchmark 4th Grade ELA English Core Package, (1) Benchmark Advance Intervention, (1) Benchmark Adelante Spanish Intervention

Serial #:

Recorded Value: Estimated \$6535

Present Value:

Board Approval:

Signature:

Asset #:

Description:

Serial #:

**Recorded
Value:**

Present Value:

**Board
Approval:**

Signature:

Share this form with:

Lisa Nye lnye@osbornsd.org, Sam Garcia ssgarcia@osbornsd.org,

List of Items to Dispose:

Benchmark Advance English ELA Package \$4750
Benchmark Advance Intervention \$850
Benchmark Adelante Spanish Intervention \$935
Estimated Total Value = \$6535

Request For Disposal Form

School: Solano

Date: 11/6/23

Department: Curriculum

Reason For Disposal: Read 180 not used

Disposal Description: Misc Read 180 books and audio books

Signature: Theresa Nickolich

Fixed Asset Items (Over \$1000)

Asset #:

Description:

Serial #:

Recorded Value:

Present Value:

Board Approval:

Signature:

Asset #:

Description:

Serial #:

**Recorded
Value:**

Present Value:

**Board
Approval:**

Signature:

Share this form with:

Lisa Nye lnye@osbornsd.org, Sam Garcia ssgarcia@osbornsd.org,

List of Items to Dispose:

15 Read 180 Student books \$14.99
1 Stage A Writing Strategies & Conventions book \$5.99
6 Read 180 Real Book \$7.86
30 Read 180 Audio books \$3.00
1 Read 180 Blended Learning handbook \$14.85
1 Read 180 Teacher Implementation book \$12.89
1 Read 180 Next Generation \$5.99
Total = \$401.73

Request For Disposal Form

School: Longview

Date: 11/8/23

Department: PreK

Reason For Disposal: Worn and damaged

Disposal Description: Various prek toys and play equipment

Signature: *Kenneth White*

Fixed Asset Items (Over \$1000)

Asset #:

Description:

Serial #:

Recorded Value:

Present Value:

Board Approval:

Signature:

Asset #:

Description:

Serial #:

**Recorded
Value:**

Present Value:

**Board
Approval:**

Signature:

Share this form with:

Lisa Nye lnye@osbornsd.org, Sam Garcia ssgarcia@osbornsd.org,

List of Items to Dispose:

(4) Mismatched worn and damaged children's chairs \$20
(10) Worn puzzles \$10
(1 set) Worn pots & pans \$3
(10) Damaged Games with missing pieces \$10
(1 set) Worn children's play cleaning supplies \$5
(2 sets) wood blocks, water damage \$6
(1) Table, damaged \$3
(1 set) Misc play toys \$3
(1) Bookrack, damaged by water \$5
(10) Plastic storage containers \$10

Request For Disposal Form

School: District Office

Date: 11/14/23

Department: Curriculum

Reason For Disposal: Outdated gifted testing materials

Disposal Description: NNAT2 student gifted tests

Signature: Cathy Gentry

Fixed Asset Items (Over \$1000)

Asset #:

Description:

Serial #:

Recorded Value:

Present Value:

Board Approval:

Signature:

Asset #:

Description:

Serial #:

**Recorded
Value:**

Present Value:

**Board
Approval:**

Signature:

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Share this form with:

Lisa Nye lnye@osbornsd.org, Sam Garcia ssgarcia@osbornsd.org,

List of Items to Dispose:

(120) NNAT2 Level F tests
(1) NNAT2 Directions for Administration Form 6
(1) NNAT2 Form F mask
(11) NNAT2 Hand Scoring Guide Level F
(24) Scoring Mask Level E

OSBORN SCHOOL DISTRICT NO. 8
November 21, 2023
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 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 1, 2023 – June 30, 2024. Amazing Arts will occupy a classroom at Encanto School for their after school art programs.

Legal

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

Financial

Rental Rates = \$1200 / month

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.

The Osborn Elementary School District No. 8 will:

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

Duration

The initial term of this MOU shall be from August, 2023 until June 30, 224. 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 \$1200.00 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 School site described on Exhibit A attached hereto (the "Premises").

2. **TERM; RENEWALS.**

(a) The term of this Lease shall commence on August 1, 2023 and terminate on June 30, 2024 (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.

EXHIBIT B
(as of 8/1/23)

Rental Rates for Space, Utilities and Custodial Services

	Rate/sq ft	Sq per room	# rooms	Total Monthly
Space	\$.25	1000 ft	1 classroom	\$250
Utilities	\$.50	1000 ft	1 classroom	\$500
Custodial	\$4,500/year		10 months	\$450
TOTAL Monthly				\$1200.00

OSBORN SCHOOL DISTRICT NO. 8

November 21, 2023

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

Approval of IGA with Arizona State Department of Education for Art Consumables.

For Board: Action Discussion Information

Background –

Osborn School District is committed to supporting all aspects of our student programs. The Arts Consumable Grant will provide successful applicants with \$1000 per full time arts teacher to purchase arts consumables such as paints, brushes, sheet music, dance props, theatrical costumes, and much more. These materials will not only enhance the learning environment but also inspire students to explore their artistic talents and discover new passions.

Legal

Financial

Governing Board Goals

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

Recommendation

It is recommended the Board approve the IGA with Arizona State Department of Education for Art Consumables.

Moved _____ Seconded _____ P/F



INTERGOVERNMENTAL AGREEMENT (IGA)

ARIZONA DEPARTMENT OF EDUCATION
1535 W. Jefferson, Bin # 37
Phoenix, Arizona 85007
(602) 364-2517

IGA No:

PROJECT TITLE:
Arts Consumables

Effective Date:

Termination Date:

Pursuant to Arizona Revised Statutes (A.R.S.) § 11-952 *et seq.* this Intergovernmental Agreement is entered into by the Arizona State Board of Education ("BOARD"), acting through the Arizona Department of Education ("ADE"), an agency of the State of Arizona, and _____ ("CONTRACTOR"). The BOARD is authorized to enter into this agreement by A.R.S. § 15-203(B)(1) and the CONTRACTOR is authorized to enter into this agreement by virtue of _____. Pursuant to A.R.S. § 11-951 *et seq.* both parties are authorized to enter into agreements for the joint exercise of any power common to the contracting parties as to governmental functions necessary to the public health, safety and welfare, and the proprietary functions of such public agencies.

Therefore the ADE and the CONTRACTOR agree to abide by all the terms and conditions set forth in this agreement.

For and on behalf of the CONTRACTOR:

For and on behalf of the Arizona Department of Education
1535 W Jefferson Street, Bin # 37
Phoenix, Arizona 85007

Address

City

State

Zip Code

Signature of Person Authorized to Sign Date

Signature of Person Authorized to Sign Date

Printed Name

Printed Name
Chief Procurement Officer

Title

Title

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. § 11-952, this agreement has been reviewed by the undersigned who has determined that this agreement is in appropriate form and within the powers and authority granted to the respective public body.

Signature

Signature

Typed Name and Title

Typed Name and Title

Date

Date



IGA No.

Arizona Department of Education
1535 W Jefferson, Bin # 37
Phoenix, Arizona 85007

1. Purpose of Agreement

The purpose of this agreement is for CONTRACTOR to act as the agent for the Arizona Department of Education (ADE) to provide grant funds to eligible public-school teachers for arts supplies, materials and instructional aids that are of a consumable nature.

2. Term of Agreement

This agreement is effective from November 1, 2023 through June 30, 2024 and can be renewed in accordance with Section 3, or be terminated in accordance with Sections 9 and 11.

3. Renewal of Agreement

This agreement may be renewed for additional terms, upon agreement of the CONTRACTOR and ADE, and by both parties signing an Amendment extending this Agreement. ADE shall prepare the Amendment for additional periods for both parties' signatures.

4. Scope of Services

ADE and the CONTRACTOR shall perform the obligations agreed to by each as set forth in Attachment "A," Scope of Work attached hereto and incorporated herein by reference.

5. Payment

As payment for full and satisfactory performance of the services, the ADE agrees to pay the CONTRACTOR as outlined in Attachment "B" Funding.

6. Changes

This agreement may only be changed in writing and must be signed by both parties and their duly authorized agents (an Amendment). In the event that state or federal law enacted after the effective date of this agreement conflicts with any term of this agreement, controlling law will apply and supersede that/those term(s). The parties agree to promptly consider an appropriate Amendment to the agreement to remove each conflict.

7. Arbitration

Both parties agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

8. Breach

This agreement may be terminated by either party if the other party fails to fulfill its obligations.



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9. Termination

Except as otherwise provided, this agreement may be terminated without cause upon thirty (30) days written notice by either party.

10. Governing Law

This agreement shall be governed and interpreted by the laws of the State of Arizona, and to the extent applicable, the Arizona Procurement Code (A.R.S. § 41-2501, et seq.) and the administrative rules promulgated thereunder (A.A.C. R2-7-901 et seq.).

11. Non-Availability of Funds

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

12. Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the State of Arizona ("State"), its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract (agreement), without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the contract (agreement) or any extension of the contract (agreement) is in effect, an employee or agent of any other party to the contract (agreement) in any capacity or a consultant to any other party of the contract (agreement) with respect to the subject matter of the contract (agreement). A cancellation made pursuant to this provision shall be effective when either party receives written notice of the cancellation unless the notice specifies a later time.

13. Non-Discrimination

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

14. Records

Pursuant to A.R.S. §§ 35-214 and 35-215, the CONTRACTOR shall retain and shall contractually require each subcontractor to retain all data, books and other records ("Records") relating to this agreement for a period of five years after completion of the agreement. All



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Records shall be subject to inspection and audit by the State at reasonable times. Upon request, the CONTRACTOR shall produce the original of any or all such Records.

15. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

- A. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- B. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- C. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- D. ADE retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph A.

16. Confidentiality

ADE and CONTRACTOR may choose, from time to time, in connection with work contemplated under this agreement, to disclose confidential information to each other (Confidential Information). All such disclosures must be in writing and marked as Confidential Information. The Parties shall not disclose to unauthorized third parties any Confidential Information of the other Party and will use such information only for the purposes of this Agreement, and for three (3) years after the termination of this agreement; provided that the receiving Party's obligations hereunder shall not apply to information that: (A) is already in the receiving Party's possession at the time of disclosure; or, (B) is or later becomes part of the public domain through no fault of the receiving Party; or, (C) is received from a third party with no duty of confidentiality to the disclosing party; or, (D) was developed independently by the receiving party prior to disclosure; or, E. is required to be disclosed by law or regulation.

Any information that is transmitted orally or visually, in order to be protected hereunder, shall be identified as such by the disclosing party at the time of disclosure, and identified in writing to the receiving party, as Confidential Information, within thirty (30) days after such oral or visual disclosure. The CONTRACTOR shall retain the right to refuse acceptance of such Confidential Information that is not required for the purposes of this agreement.

Both parties agree to comply with the federal Family Educational Rights and Privacy Act of 1974. This applies to all provisions of this agreement which involves identifiable individual student data.

17. Property Disposition

Disposition of property acquired for the purpose of this agreement, either by ADE or with funds provided by ADE, shall be determined by ADE upon termination or completion of the agreement. Upon termination or completion of this agreement, the CONTRACTOR shall provide ADE with a listing of all such property, and shall make arrangement to return or dispose of this



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property as directed by ADE. The CONTRACTOR shall provide ADE with an inventory for this property within 90 days of this agreement becoming effective, and annually thereafter.

18. Property of the State

Title and exclusive copyright to all reports, information, data, curricula, materials, and software prepared by CONTRACTOR in performance of this agreement shall vest in the State of Arizona.

19. Public Record

Both parties recognize that work product developed under this agreement become public information, except as limited by section 17, "Confidentiality."

20. 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. The State of Arizona, Department of Education, is self-insured per A.R.S. 41-621.

In addition, should (Governmental Agency) utilize a contractor(s) and subcontractor(s) the indemnification clause between (Governmental Agency) and its contractor(s) and subcontractor(s) shall include the following:

To the fullest extent permitted by law, (contractor or subcontractor) shall defend, indemnify, and hold harmless the (Governmental Agency) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, , officers, officials, agents, and employees (hereinafter referred to as "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) (hereinafter referred to as "Claims") for bodily injury or personal 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 contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. 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 such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.



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21. Insurance Requirements for Governmental Parties to an IGA

Insurance will not be required for this agreement.

22. Notices

All written communications shall be addressed and mailed or personally served as follows:

To the CONTRACTOR:

To ADE:

Procurement, Bin # 37
Arizona Department of Education
1535 West Jefferson
Phoenix, AZ 85007
Email: ProcurementInbox@azed.gov

Technical Contact: Mark Hodge
Telephone: (602) 542-3536
Email: mark.hodge@azed.gov



**INTERGOVERNMENTAL AGREEMENT
ATTACHMENT A – SCOPE OF WORK**

IGA Number

1.0 ADE MISSION STATEMENT

The Arizona Department of Education (ADE) is a service organization committed to raising academic outcomes and empowering parents.

2.0 BACKGROUND

The State of Arizona’s budget, set forth in SB 1720, contained an appropriation of \$10,000,000 for Arts Consumables. SB 1720 further noted:

The appropriated amount for art consumables shall be distributed for grants of not more than \$1,000 per recipient to public school arts teachers and any public-school teachers for preschool through third grade for arts supplies, materials and instructional aids that are of a consumable nature as defined by the uniform system of financial records prescribed by the auditor general pursuant to section 15-271, Arizona Revised Statutes.

The Arizona Department of Education (ADE) has determined that this grant appropriation is best distributed by directing the grants through the Local Education Agencies (LEA) to provide in Grants to their teachers. Therefore, ADE is entering into contracts with LEAs to act on its behalf in distributing the grants to eligible teachers.

ADE receives spending authority for the Arts Consumables Grants on a quarterly basis. As of November 1, 2023, ADE has \$5,000,000 of spending authority. The remaining \$5,000,000 in spending authority will be made available in equal parts at the beginning of FY24’s third and fourth quarter.

3.0 CONTRACTOR RESPONSIBILITIES

Contractor shall:

3.1 Provide all services in a linguistically appropriate manner that advances ADE’s mission of The Arizona Department of Education (ADE) is a service organization committed to raising academic outcomes and empowering parents.

3.2 Be an eligible public-school.

3.3 Distribute grants of not more than \$1,000 per recipient to public school arts teachers and any public-school teachers for preschool through third grade (Eligible Teacher) employed by the LEA for arts supplies, materials and instructional aids that are of a consumable nature (Allowable Purchases) as defined by the uniform system of financial records (USFR) prescribed by the auditor general pursuant to Section 15-271, Arizona Revised Statutes.

3.3.1 “Consumables” might include but is not limited to the following supplies. In all cases, and in any conflict between this list and the USFR, the USFR shall prevail:

Dance

- License fees for use of music
- Dance shoes, costuming, elastic hairbands, and bobby pins
- Floor tape and spiking tape
- Materials to create props and set for performances
- Costuming for performances
- Pencils, markers, paper, and other basic classroom needs
- Therabands and tennis/lacrosse
- Cleaning wipes/antibacterial cleaning supplies
- Other consumable dance supplies



INTERGOVERNMENTAL AGREEMENT
ATTACHMENT A – SCOPE OF WORK

IGA Number

Drama and Theatre

- Supplies to create costumes for one-time productions
- Materials needed to create set pieces for performances (nails and screws for set constructions, paint, lumber, gaffer's tape, etc.)
- Sheet music or script usage fees, royalty fees, license fees
- Props for performances
- Other consumable drama and theatre supplies

Music

- Sheet music
- Rented musical instruments
- Tuning or maintenance for existing musical instruments
- Reeds, bow rosin, cleaning cloths, or other consumable items related to musical instruments
- License fees for use of music
- Other expendable music supplies
- Software rental

Visual Arts

- Drawing supplies (paper, sketch pads, pens, ink, charcoal, etc.)
- Painting supplies (paint, paintbrushes)
- Pencils, pens, pastels, oil pastels
- Ink, beads, wood, leather, yarn, glue, or other items for mixed media or collage projects
- Sponges, paper towels, or cleaning supplies
- Supplies to create collaborative works that are not permanently installed in a building
- Ceramic or sculpture supplies (clay, paint, glazes, glue)
- Software rental
- Other consumable visual art supplies
- Other consumable media art supplies

3.4 Provide ADE with a list of qualified arts teachers in their LEA.

3.5 Provide Grants of no more than \$1,000.00 per Eligible Teacher.

3.6 Provide all funds solely as Grants to Eligible Teachers for Allowable Purchases.

3.7 Collect receipts and relevant supporting documentation before providing any Grants to Eligible Teachers.

3.8 Request reimbursement for all consumables purchased.

3.8.1 For reimbursement, provide an itemized invoice for all requested reimbursements including:

- A description of the allowable purchase,
- Name and address of the vendor from whom the allowable purchase was obtained,
- Itemized and total invoice from the vendor from whom the allowable purchase was obtained,
- Include the Contract Number on all invoices.

4.0 ADE RESPONSIBILITIES

ADE will:

4.1 Review all invoices and supporting documentation and approve, reject, or request additional information for, the request for reimbursement submitted by the LEA.



INTERGOVERNMENTAL AGREEMENT
ATTACHMENT A – SCOPE OF WORK

IGA Number

- 4.2 Pay all reimbursements as received for all allowable purchases through the Arizona Procurement Portal, to the amount of the appropriated funding and available spending authority on a first request, first funded basis.

5.0 REPORTING REQUIREMENTS

Contractor shall:

- 5.1 Provide ADE with Quarterly Reports indicating:

- 5.1.1 The name of each teacher who was provided a grant under this Contract;
- 5.1.2 The amount received by each teacher;
- 5.1.3 An itemized list of Allowed Purchases as defined in Section 3.7; and
- 5.1.4 Copies of all receipts and supporting documentation collected pursuant to Scope of Work Section 3.6.
- 5.1.5 Quarterly reports will be due September 30, December 31, March 31, and June 30, 2024. The first report under this contract shall be due March 31, 2024.

- 5.2 Provide ADE with an Annual Report indicating:

- 5.2.1 The name of each teacher who was provided a grant under this Contract;
- 5.2.2 The amount received by each teacher;
- 5.2.3 An itemized list of Allowed Purchases as defined in Section 3.7; and
- 5.2.4 Copies of all receipts and supporting documentation collected pursuant to Scope of Work Section 3.6.
- 5.2.5 Annual reports shall be due July 15, 2024.



**INTERGOVERNMENTAL
AGREEMENT
ATTACHMENT B – FUNDING**

IGA Number

TO BE COMPLETED BY CONTRACTOR:

1. Identify how many Public School Art Teachers are employed by the LEA?

2. Identify how many public-school teachers for preschool through third grade are employed by the LEA?

3. Provide the amount of funding requested. Note the amount cannot exceed \$1000 per teacher identified in 1 and 2.

4. Indicate how you will distribute the requested sum to provide for each Eligible Teacher.

OSBORN SCHOOL DISTRICT NO. 8
November 21, 2023
Board Meeting

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

Agenda Item Number – IV-J-1

Agenda Item

**Approval of out of state travel to the ETC Annual Synergy Conference in Laughlin, NV
from January 24th - 26th, 2024.**

For Board: Action Discussion Information

Background –

This year’s conference will be held in Laughlin, NV. The conference is designed for staff who manage the support of Synergy and those responsible for state reporting, such as Synergy System Administrators, State Reporting Coordinators and Instructional Leaders. Sessions on Synergy features, new modules, state reporting, standards based grading and report cards will be available. This conference provides a forum for Synergy users from across Arizona to network, discuss best practices and share ideas.

Registration cost is \$200.00 per person. Hotel rooms will be offered at \$30 plus a \$17 resort fee and applicable taxes per night.

Legal

Financial

\$2000 from Indirect Costs Fund

Governing Board Goals

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

Recommendation

It is recommended the Board approve travel for up to 5 staff to attend the ETC Annual Conference in January 2024.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

November 21, 2023

Board Meeting

**The Osborn Community advances the full potential of every child
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Agenda Item Number – IV-J-2

Agenda Item

**Approval of out of state travel Out of state travel for 3& people to attend the NIET
Conference in Dallas, Texas in February 29-March 1, 2024**

For Board: Action Discussion Information

Background –

This winter we are excited to bring our site and district leadership teams to the NIET National Conference in Dallas, Texas on February 29-March 1. The conference, which features the theme *Unleashing Teacher Leadership*, provides educators, school and district leaders, policymakers and state leaders the opportunity to celebrate and advance best practices in educational excellence. With an emphasis on collaborative, applied learning, this two-day event includes a variety of full-group and breakout sessions for practitioners at all levels.

Osborn intends to send up to 32 participants, to include each site’s Principal, AP at OMS, Master Teachers, and Mentor teachers, as well as members of the Teaching & Learning Team and Superintendent Robert.

Legal

Financial

The cost of registration, travel and lodging is covered for 30 people by the AZ PRIME grant. If more than 30 people attend, Title II funds will be used to cover lodging (apx. \$500), travel (apx. \$500) and registration (\$725) for the additional 2 participants.

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 to the NIET National Conference on February 29-March 1 in Dallas Texas for up to 32 site leadership team members and district staff.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8
November 21, 2023
Board Meeting

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

Agenda Item

Approval of Community Program Administrative Assistant Job Description

For Board: Action Discussion Information

Background –

Osborn School District is committed to supporting all aspects of our student programs. The strong community programs and partnerships that benefit our students and community partners. The Community Programs Administrative Assistant is a position that we seek to introduce to support meeting the growing needs of our preschool program, partnerships within our community and nonprofit partners, ongoing communication with stakeholders, and facilities usage agreements and coordination.

Financial

Governing Board Goals

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

Recommendation

It is recommended that the board approve the Community Program Administrative Assistant Job Description.

Moved _____ Seconded _____ P/F

Community Programs Administrative Assistant

Department:	Teaching and Learning	Date Created:	09/2023
Salary Grade:	14	Date(s) Modified:	
FLSA Status:	Non-exempt	Work year:	12 months

Position Summary

Provides a variety of administrative services to support community program needs including student registration, facilities' use coordination, parent and customer notification, purchasing, and management of records

Job Responsibilities

Essential Functions: -- Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties, knowledge, and skills. Essential duties and responsibilities may include, but are not limited to, the following:

- Completes student registration and withdrawal processes including any data entry, retrieval of documentation, communication with families and school regarding new enrollment and waitlists, and coordinates transfer of records to school sites
- Posts customers and students' invoices/fees into payment portal/accounting software
- Collects on accounts by sending invoice reminders and communication with customers, families and other agencies via phone, email, fax or mail
- When necessary directly interact with customers, families and agencies promptly to reconcile discrepancies and questions
- Maintain ongoing communication with parents/caregivers regarding program updates, fees coordination and other supports
- Posts payments by recording and issuing receipts for all cash, checks, and credit card transactions and entering them into the general ledger or accounting software
- Monthly reconciliation of student attendance logs for DES billing and accurately posts all DES payments to students' accounts
- Submits and maintains records for Quality First scholarships
- Creates and processes requisitions to meet department/program purchasing needs
- Coordinates/supports materials' distribution to program sites
- Support leadership in meeting staff, customer and caregiver needs
- Generates monthly, quarterly, and/or annual reports detailing paid and unpaid fees/invoices
- Performs additional duties as assigned

Job Requirements

Knowledge of –

- Applicable Federal, State, and local laws, codes, ordinances, and regulations
- Customer service principles, practices, and etiquette.
- Records maintenance and retention policies and procedures
- General office policies, procedures, and equipment
- District procurement processes
- Phone etiquette
- School District Office operations and procedures

Skill in –

- Maintaining accurate records and technical documents
- Typing and entering data with speed and accuracy
- Organizing work and setting priorities to meet deadlines
- Preparing clear and concise reports
- Interacting tactfully with District staff and outside agencies
- Communicate effectively verbally and in writing
- Maintain effective working relationships with others
- Operate a computer and related software
- Perform arithmetic calculations quickly and accurately
- Perform detailed reconciliations

Education and Experience:

- High School Diploma or equivalent required; Associate's Degree preferred
- Public school district/educational programs experience preferred

Work is performed at District facilities primarily in a standard office environment. Operates standard office equipment such as personal computer and related software, fax machine, and copy machine. May occasionally be required to work evenings and/or weekends.

OSBORN SCHOOL DISTRICT NO. 8
November 21, 2023
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 November 21, 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

For Information Only

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8
November 21, 2023
Board Meeting

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

Agenda Item

Board Presentation- Child Nutrition

For Board: Action Discussion Information

Background –

Cory Alexander will present the departments current operational status and projects within the department.

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
November 21, 2023
Board Meeting

**The Osborn Community advances the full potential of every child
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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: 11/8/2023

Re: October 2023 Events



Staff Highlights

Osborn Teachers of Year

- Clarendon is excited to be the home of one of the three Osborn Teachers of the Year! We are so excited for him and appreciate everything that he does for our Cougar Community! Congratulations to 5th grade teacher Mr. Jorge Meza (center)!



Cluster Topics

- Individual Growth Plans
 - IGPS were rolled out for teachers to develop their own plans for growth, tied to student data, with specific goals and actions steps
 - The purpose of IGPs is to enhance the teacher's content knowledge or pedagogical skills in order to increase his/her proficiency
- LETRS Training
 - Virtual Live Trainings with LETRS training
 - Online Modules to reinforce learning around Phonics

Student Highlights

Spirit Week

- We showed our Cougar Spirit with Spirit Week, sponsored by our Clarendon Student Council! The themes included
 - Jersey Day
 - Show your Sparkle Day
 - Decades Day
 - Tourist Thursday
 - Character Day



Partnership Highlight

Trunk or Treat

- Clarendon hosted our annual Trunk or Treat Event! It was a wonderful time filled with loads of candy, crafts, and fun!
- A **BIG Thank You to Sprouts** for donating 200 pumpkins to our Trunk or Treat event! We appreciate their generosity and support!



Encanto Board Report

To: Osborn School District Governing Board

Date: 11/6/23

Re: October School Events



Staff Highlights

Encanto Community - Our staff is getting ready for a much anticipated school visit from the Arizona Education Foundation. Our application was submitted in August and we will be hosting six judges, all A+ principal recipients on November 20 and November 21. The visit will include classroom observations, interview panels from all stakeholders; all staff, students, parents, community partners and community members.

The A+ School of Excellence award is a powerful energizer for increasing public confidence in recognized schools, often resulting in greater parent and community involvement and even serves as an economic driver for some communities. A+ Schools are celebrated and recognized as exceptional. Earning the highly prestigious and coveted A+ designation spotlights the positive successes happening in public schools every day. -

<https://www.azedfoundation.org/a-schools>

Differentiated Professional Learning - One of our pillars at Encanto is differentiated professional learning for all staff members. On November 15, 2023 we held our monthly professional development for our classified staff members. The topic was on behavior management and implementation of Conscious Discipline. Participants were able to review the Brain State Model; Survival State, Emotional State and Executive State, while role playing different scenarios to best support students.

Student Highlights

Awards Assembly for the Month - Our core values are aligned with the district core values and at the end of each month we hold an award assembly to recognize students who demonstrate the core value of the month. The core value for the month of November is Growth.

Junior Coaches - Our student council has begun their Junior Coaches program this year. They are on a rotation so as not to miss instructional time and volunteer during recess to set up and facilitate games for the rest of their peers. Typically students find recess fun, but the student council has shared concerns with the lack of games or “things” for students to do on the playground. Junior Coaches do more than facilitate games, they are role models and can serve as conflict resolution mediators if there are disagreements.

Partnership Highlights

Gratitude Lunch - On Thursday November 16, 2023 we are opening our doors for our annual gratitude lunch. In partnership with the nutrition department we have sold over 145 tickets to families who will join their child or children during their lunch time to share a meal in the cafeteria or our spacious courtyard.

PTO sponsored Gratitude Week - Our PTO continues to support our staff showing gratitude the week of November 13, 2023. For example on Monday they will raffle gift cards to popular restaurants. On Tuesday all staff members will get coffee delivered to their classrooms or areas of work and other similar acts of gratitude will be closing off the week.

Longview Board Report

To: Osborn School District Governing Board
Date: 11/7/2023
Re: November 2023 Events



Lancer Pride

Longview would love to celebrate exceeding our goal of Parent Surveys completed. We wanted to increase by 30% from the 2022-2023 school year and we exceeded our goal dramatically! Mrs. Maynard did a wonderful job of promoting this opportunity for our parents to provide us with important feedback for myself and the Longview staff. Our students LOVED the reward Mrs. Maynard provided them too...I scream, you scream, we all scream for ICE CREAM:))))



Student Highlights

Longview is always seeking opportunities to celebrate academics while also recognizing the importance of celebrating the JOY our school shares with the students and our families!!! Mrs. Montoya hosted our annual pumpkin decorating contest and over 100 pumpkins were submitted. These pumpkins were a great opportunity to celebrate Family Fun and the JOY of working together on a school project. The winners were:



Movie Character



Most Creative



Zachary 6th Grade Mr. Hendrick's class
Scariest pumpkin

Staff Highlights

Spread LOVE celebrations at Longview include the following individuals and they will be recognized during this board meeting:

- JOY-Dorinda Montoya -Librarian Extraordinaire
- EQUITY-Mirna Mange-ABLE special education self contained program
- GROWTH-Dr. Araceli Cecena -MTSS
- RELATIONSHIPS-Romelo Hooks Social Worker
- INTEGRITY- Alexis Smith-Psychologist

Partnerships

Longview Elementary School is fortunate to have numerous partnerships that assist us in supporting our students and families both academically and emotionally. I would like to celebrate our partnership with Gabriel's Angels. When our students have the opportunity to work with this group not only do they get to have the amazing emotional support that this beautiful dog, Sandy, brings but they also get to enjoy a read aloud with the adults while petting and loving her.





Montecito Community School Board Report



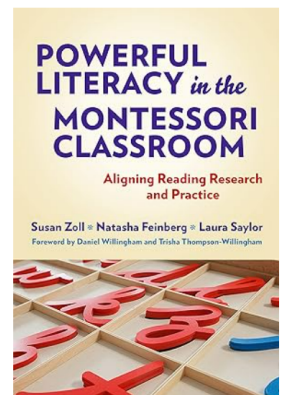
To: Osborn School District Governing Board

Date: 11/7/2023

Re: October 2023 Events

Staff Highlights

- ★ Our teachers were thrilled to achieve 100% attendance at their **October Family Conferences**. In addition, teachers offered the opportunity to come observe in the classroom prior to conferences so that families have a more clear picture of what teaching and learning looks, sounds and feels like in a Montessori classroom. Parents were very appreciative of this opportunity to spend time observing, which then led to an even richer conversation about their child's progress. In addition, our families generously provided all the fixings to create a well-stocked taco bar for our teachers so that they could be well nourished during the longer evenings.
- ★ In October our teachers also engaged in a book study around the **Science of Reading** to assure that we are integrating research-based literacy practices to build strong readers while still remaining loyal to Montessori methods and structures.



Campus Highlights



- ★ Our entire campus committed to celebrating and honoring the **Day of the Dead**, which is a Mexican holiday that takes place on November 1-2 and honors the memories and lives of family members that have passed away. Each classroom and the office staff created their own *ofrenda* or altar that featured photos, food, flowers and special items to celebrate the memories of our loved ones.





Student Highlights

- ★ October was full of engaging, rich learning! Students learned all about pumpkins, the human body and many other fall themed activities. On Halloween the students in primary dressed in fun pajamas while the elementary students voted to wear their costumes.



OMS Board Report

To: Osborn School District Governing Board

Date: 11/2/2023

Re: October 2023 Events



Staff Highlights

-The **OMS band, led by Ms. Georges** sounded fantastic at our fall concert held on Wednesday, October 4th!



Student Highlights

-We had **230** students partake in our DeanList incentive trip to SkyZone on Friday, October 6th!

-Osborn Middle School participated in **Red Ribbon Week** from **October 23rd -27th!** The purpose of our participation was to help our students commit to being drug free. The theme for this year is "Be Kind to your Mind."

In preparation for this week, students received three drug education lessons during their social studies class on October 18th through the 20th. The focus was on the health effects of vaping, the dangers of substance use and addiction, and how to stand up to peer pressure.

We had red ribbons for students to wear, a wall devoted to our pledge signing, and a door-decorating contest in Firehawk Time to symbolize what it means to "Be Kind to your Mind." Congratulations to Ms. Lindberg and Mr. Adams's classes for winning the door decorating contests!

-On Friday, October 27th we **held an assembly to celebrate Red Ribbon Week and to announce and recognize our Students of the Quarter.** Students were chosen for demonstrating the district's core value of Joy. Congratulations to: Cesar Carrasco Lara, Cesar Olaje Alcantar, Madisyn Garcia, Avery Poe, Francisco Garcia Rodriguez, Maisie Rael, Nimbana Camarillo, Kiery Chavez Rodriguez, Dylan Weese, Victoria Espinoza, Xander Staron, Natalia Paredes Alvarado, Amia Lacey, Ciara Fox, Nyiah Gomez, Christopher, Danna Salas Estrella Bentancourth, Elma Sabanovic, Gracielle Lerma, Kendrick Greer, Elma Sabanovic, Xeomara Garcia, London Nielson and Tasean Works.

-**Congratulations to our JV volleyball team** on making the conference playoffs! The girls' lost a nail biter in the conference play in game! We are proud of the effort, teamwork and sportsmanship our fall sports teams demonstrated this season!

-Students enjoyed spirit week during the week of October 30-November 3. The Student Council created the spirit week activities which included themed dress days. Students and staff had a great time participating!

Solano Board Report

To: Osborn School District Governing Board

Date: 11/8/23

Re: October 2023 Highlights



Staff Highlights

- Staff was all in for Cultural Day on October 31st. Staff brought home-made dishes from their cultures and dressed in cultural clothing.. It was a great day of honoring our diversity at Solano.
- Our third grade team is currently leading the way in consistent ELA and Math growth on pre to post standards-based assessments. Solano will be taking their instructional cycle 3 post tests next week.
- Our professional development focus is standards and objectives. Teachers are ensuring the standard, assessment, instruction, and student work is aligned and at the right level of rigor.

Student Highlights

- Solano's Student Council met to set goals and start planning student events. We can't wait!
- Our first Kids Read featured the book Alma and How She Got Her Name. Alma is concerned about her name, Alma Sofia Esperanza José Pura Candela. Students left excited to talk to their families about where their name came from and what makes it special.
- Playground shade is on the way. Thank you to Stefane Sotomayor for writing the Shade for Students grant which will provide a huge shade structure for our 15th Ave playground.
- Our first spirit week was loads of fun!

Partnership Highlights

- Our Trunk or Treat was a hit. We had 16 cars, a DJ, and lots of dancing. We also took the opportunity to reach out to families who may have food scarcity. 17 families signed up to receive food support from St. Mary's Food Bank
- Phoenix West Rotary Holiday Project will support 40 children for the holidays.
- Gabriel's Angels, Community Family Services, and Valle Del Sol continue to support our students with additional needs.



TO: Governing Board
FROM: Diana Vargas
DATE: November 21st, 2023
RE: Business Services update

Accounts Payable

- Business Services processed **437** invoices in the month of October
- Total amount paid in October was **\$1,124,743.63**
- Bringing the fiscal to date invoice total to **1,352**
- Bringing the fiscal to date paid amount to **\$3,679,405.25**

Payroll

- Business Services paid **\$1,978,574.86** in October
- Bringing the fiscal to date compensation amount for all employees to **\$7,465,280.29**

Purchasing

- Business Services processed **70** purchase orders in October
- Total purchase order October amount **\$478,656.23**
- Bringing the fiscal to date purchase order total to **601**
- Bringing the fiscal to date total amount to **\$10,647,900.05**

Revenues

- Business Services deposited **\$149,447.71** in October
- Bringing the fiscal to date deposit amount to **\$1,447,437.50**

Teaching & Learning Department Board Meeting Updates

Board Meeting Date: November 21, 2023

Focus of Update: Language Acquisition & Bi-Literacy	
Strategic Plan Connection:	Leadership
Update:	In the month of October, Monica Artea followed up with EL Advisors at each site to plan for the next EL Parent Meeting on their campus. Sites will be holding a meeting sometime in the second quarter. Additionally, the group discussed planning and facilitating the next ELD professional learning for teachers.
Impact on Academic Excellence and/or Social-Emotional Learning	Multilingual learners need high quality instruction that includes oracy, reading, writing and listening opportunities to develop their language.

Focus of Update: Professional Development	
Strategic Plan Connection:	Child & Student Success
Update:	<p>On October 18, all Spanish teachers attended a professional learning session led by Maria Cristina (DLI Consultant) and Monica Artea. The focus goals for the learning consisted of the following:</p> <ul style="list-style-type: none">-Explain how students progress from practice to performance to proficiency.-Explain how teachers set up instruction that progresses from practice to performance to proficiency.- Practice evaluating presentational writing samples through a proficiency lens (using Osborn DLI students).
Impact on Academic Excellence and/or Social-Emotional Learning	Our focus points will lead to providing students with targeted opportunities to practice language development that will in turn give them the confidence to perform and eventually move them towards proficiency as measured by the ACTFL Assessment of Performance Towards Proficiency in Languages (AAPPL).

Teaching & Learning Department Board Meeting Updates

Board Meeting Date: November 21, 2023

Focus of Update: Data and Assessment																																					
Strategic Plan Connection:	Child & Student Success																																				
Update:	<p>Research consistently shows how a well-implemented 50-50 DLI program benefits bilingual learners, especially emergent bilinguals. Once again, Osborn's DLI program has proven to have positive academic, language and literacy outcomes for all students, as demonstrated by the data below:</p> <table border="1" data-bbox="505 678 1403 1129"> <thead> <tr> <th colspan="3">Math Passing Rates by Grade and Program</th> </tr> <tr> <th>Grade</th> <th>DLI</th> <th>English Mainstream</th> </tr> </thead> <tbody> <tr> <td><i>3rd Grade</i></td> <td>45.90%</td> <td>30.50%</td> </tr> <tr> <td><i>4th Grade</i></td> <td>56.10%</td> <td>7.20%</td> </tr> <tr> <td><i>5th Grade</i></td> <td>50%</td> <td>21%</td> </tr> <tr> <td><i>6th Grade</i></td> <td>39%</td> <td>8.30%</td> </tr> </tbody> </table> <table border="1" data-bbox="505 1169 1403 1623"> <thead> <tr> <th colspan="3">ELA Passing Rates by Grade and Program</th> </tr> <tr> <th>Grade</th> <th>DLI</th> <th>English Mainstream</th> </tr> </thead> <tbody> <tr> <td><i>3rd Grade</i></td> <td>41.80%</td> <td>31.50%</td> </tr> <tr> <td><i>4th Grade</i></td> <td>47.30%</td> <td>13.30%</td> </tr> <tr> <td><i>5th Grade</i></td> <td>37%</td> <td>23.60%</td> </tr> <tr> <td><i>6th Grade</i></td> <td>48.80%</td> <td>21.60%</td> </tr> </tbody> </table>	Math Passing Rates by Grade and Program			Grade	DLI	English Mainstream	<i>3rd Grade</i>	45.90%	30.50%	<i>4th Grade</i>	56.10%	7.20%	<i>5th Grade</i>	50%	21%	<i>6th Grade</i>	39%	8.30%	ELA Passing Rates by Grade and Program			Grade	DLI	English Mainstream	<i>3rd Grade</i>	41.80%	31.50%	<i>4th Grade</i>	47.30%	13.30%	<i>5th Grade</i>	37%	23.60%	<i>6th Grade</i>	48.80%	21.60%
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Teaching & Learning Department Board Meeting Updates

Board Meeting Date: November 21, 2023

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Impact on Academic Excellence and/or Social-Emotional Learning	The data speaks for itself:)																								

Focus of Update: Teaching & Learning	
Strategic Plan Connection:	Child & Student Success
Update:	The Teaching and Learning team coordinated and conducted the first round of learning walks with master teachers on Thursday, October 19th. The school visits were at Encanto, Longview and Osborn Middle School. A learning walk protocol is used to capture classroom evidence of student learning and teacher practices that are visible and how the observable behaviors are connected to the NIET Teaching and Learning instructional rubric. The classroom visits were unannounced and teachers received a statement of affirmation following the walks.

Teaching & Learning Department Board Meeting Updates



Board Meeting Date: November 21, 2023

	<p>This year, the focus of the learning walk protocol is Phonics Core and Math Instruction as we seek to accelerate learning for students. Learning walks are another way to collect data and trends across a grade level/campus. They inform our professional learning, coaching supports, and next steps at a site and across the district.</p>
<p>Impact on Academic Excellence and/or Social-Emotional Learning</p>	<p>A key component of the learning walks is collecting campuswide data on evidence of student learning. When suitable, students may be asked questions about what they are learning or what learning strategies they are employing during the lesson. The protocol brings student behaviors that demonstrate high levels of student success and the teaching factors contributing to that success into focus.</p>

<p>Focus of Update: Grants Update</p>	
<p>Strategic Plan Connection:</p>	<p>Equity</p>
<p>Update:</p>	<p>The district was awarded the Feminine Hygiene Product grant, a competitive opportunity through AZDE. Solano, Longview, Clarendon and Osborn Middle School will each have dispensers, touchless disposal units, and hygiene products that will be provided to students for free to meet at-school and at-home needs.</p>
<p>Impact on Academic Excellence and/or Social-Emotional Learning</p>	<p>Public data shows that at least 1 in 5 students miss school regularly because of lack of period supplies which may adversely affect academics. In addition, for students living at a lower economic status, this is not something that is covered by public assistance. As we continue to strive for equity for all of our students, this opportunity will help us continue to work to meet students fundamental needs.</p>

Teaching & Learning Department Board Meeting Updates

Board Meeting Date: November 21, 2023

Focus of Update: Preschool Update	
Strategic Plan Connection:	Child & Student Success
Update	<p>On October 17th, two of our preschool classes went on a field trip to Mother Nature's Farm in Gilbert for an agricultural adventure! Students met a variety of animals including goats, alpaca, cows, and donkeys. The hayride was a big favorite! The field trip was an opportunity funded through the HQEL (High Quality Early Learning) grant.</p>  

Teaching & Learning Department Board Meeting Updates

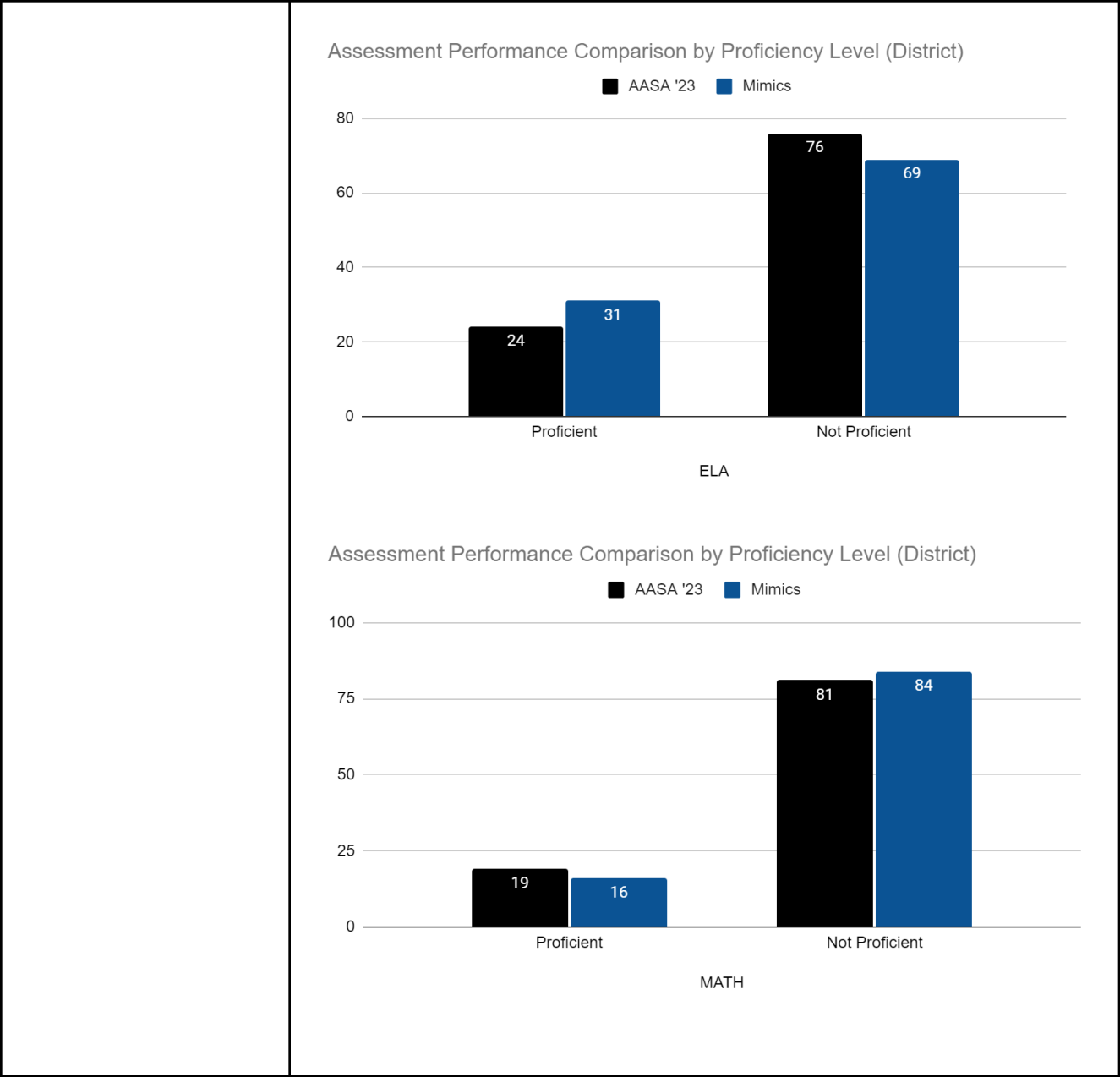
Board Meeting Date: November 21, 2023

Impact on Academic Excellence and/or Social-Emotional Learning	Learning encounters we provide to our students beyond the classroom allow us to give the real-world experiences that enrich our standards-based instruction, support students' interests, and provide potentially life-long memories students hold as they look back at their education.
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Focus of Update: Data and Assessment	
Strategic Plan Connection:	Child & Student Success
Update:	<p>One of the goals set by the Teaching and Learning team for the 2023-2024 school year is to ensure that all of our educators are empowered to analyze and use student assessment data. In order to achieve this, our district team has been working hard to strengthen the alignment of end-of-year mastery (measured by AASA) with formative assessments that students engage in daily. An important part of understanding alignment (for teachers and students) is learning what mastery looks like, which is one reason why the Osborn District participates in the administration of Illuminate Education's AASA Mimics.</p> <p>The Mimics allow districts to measure growth and predict how well a student will do on the AASA assessment. The data collected can then be used to disrupt the prediction, if necessary, by identifying where intervention is needed before students take the end-of-year state assessment. The results also serve as a measuring stick to see how well students have mastered content that has already been covered.</p> <p>Illuminate Education conducted a study to establish predictive validity and derive cut scores on the AASA Mimic assessments that correspond to the AASA state assessment performance levels. Osborn administered the first round of mimics in October, and the results are in! The charts below demonstrate a strong correlation between student performance on AASA and the mimics. Although our data continues to show a need for increased proficiency, the accuracy in alignment between these two assessments is one way we are working toward academic gains.</p>

Teaching & Learning Department Board Meeting Updates

Board Meeting Date: November 21, 2023



November 7, 2023

To: Osborn Governing Board President, Board Members, and Superintendent Robert

Clarendon School

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

Encanto School

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

Longview School

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

Montecito

Community School

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

Osborn

Community iSchool

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

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

Staffing Update

Districtwide, as of November 7th, we have 7 positions available. We are continuing to source candidates from Powerschools, Indeed, AASBO, ASPAA, and HandShake. We are actively working with administrators to seek qualified candidates to fill these positions. Additionally, we have expanded our efforts to include specific professional networks for candidates with unique skill sets.

Professional Development

The Human Resources team will attend the Arizona School Personnel Administrators Association (ASPAA) conference from November 15th- 17th, 2023 in Tucson Arizona. This will be an invaluable time to network with colleagues in the field and learn new strategies for recruitment, retention and plan for the upcoming recruitment season.

Thank you for your time and attention to this report.

Sincerely,

Emerald Woodland

Emerald Woodland

Director of Human Resources

ewoodland@osbornsd.org

602-707-2037



TO: Governing Board
FROM: Sam Garcia
DATE: Nov.1,2023
RE: MAINTENANCE / TRANSPORTATION UPDATE

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

All sites:

- District office has 1 open work order and 8 completed for Oct. 1st to Nov.1st.

- We continue to work with Don Brubaker to get the infrastructure ready for the electric buses.

Solano

- Solano has 12 open work orders and 41 completed for Oct. 1st to Nov.1st.
- Kindergarten playground additions installed

OMS

- Maintenance Department has 9 open work orders and 18 completed for Oct. 1st to Nov.1st.

Clarendon

- Maintenance Department has 11 open work orders and 10 completed for Oct. 1st to Nov.1st.

Encanto

- Maintenance Department has 9 open work orders and 23 completed for Oct. 1st to Nov.1st.

Longview

Maintenance Department has 18 open work orders and 21 completed for Oct. 1st to Nov.1st.

SEAS Playground installed near Auditorium

Montecito

- Maintenance Department has 2 open work orders and 10 completed for Oct. 1st to Nov.1st.

Transportation:

Bus riders count for week of 10/23/23 tp 10/27/23- 1,142 total riders

Work Request - 20 open Automotive repair requests 7 completed repairs for Oct. 1st to Nov.1st.

Perfect Attendance - October 1st to November 1st.

Maria Flores, Cheryl Gilliland, Tesla Woldegebriel, Kurk Collins, Minerva Norzagaray, Teresa Sotello, Efrain Gonzalez, Jose Murillo, Maurice Tuttle, Anette Martinez, Debbie Murillo, Charity Thomas, Jesus Garcia, Maria Zuniga, Jose Gonzalez

Sam Garcia
Director of Maintenance and Transportation



Technology Department Report

November 2023 - Jamal Dana



1. **School Meetings:** Starting to reconnect with school principals, a bi-monthly meetings is set up to meet with each principal to show them the department helpdesk and cybersecurity services & stats and to listen to each school needs. This way we increase our communication and collaboration on any issues and get feedback too.
2. **Help Desk Services:** Since the beginning of this school year we had 1336 service tickets. We had **214** tickets in the month of October. At the same time, we kept monitoring our malware, antivirus, automation programs and reacted accordingly. Our service department average response time was 0.76 hours that met our department goal to stay below an average of 2 hours.
3. **Student Devices:** We are replacing all 495 devices 4th and 5th grade from old chromebooks to newer flip/touch chromebooks. This way, the newer devices are better and easier to manipulate. The older model, we are planning to check them out for students to take home for the school year.
4. **Firewall:** We had some basic training on how to use the new firewall and configure it. We are working on making the second firewall an image of the other one for extra redundancy and emergency. We use a new tool to manage both firewalls.
5. **Solano Network Closet: We tested fiber to make sure it is not broken and it was good to go.**
6. **Uninterruptible Power Supplies UPS:** We had an issue with the type of plug at our schools. The Maintenance Department is waiting till we provide the proper outlet type. We are working on getting the correct type. So we can proceed with the installation.
7. **Internet Bandwidth:** We are keeping our eyes on our bandwidth making sure that our traffic does not exceed its limit of 10gig.
8. **Security Operations Center SOC:** We hosted our SOC that is helping us to monitor our cybersecurity issues 24x7 and report them to the technology department.
9. **Multi Factor Authentication MFA:** We pushed DUO to all employees. This is mandated by the state and the Trust.
10. **Wi-Fi Analyzers:** We updated all our Wi-Fi analyzer at all sites so we can get accurate readings
11. **Servers Upgrade:** Tyler Whitman, is helping us and working with our former engineer getting familiar with the network setup.
12. **E-rate Update:** An E-rate plan to file new this January. The applications will have what we need for next school year. We are looking into renewing our basic maintenance on network equipment, Wi-Fi analyzer system, renewing Cox contract and look into signing up with running a new dark fiber among our schools if possible. Possibly applying for dark fiber to connect all sites.

OSBORN SCHOOL DISTRICT NO. 8
November 21, 2023
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 October

For Board: Action Discussion Information

Background –

Following you will find the Suspension Report for October 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: October 2023

Date	School	Grade	Violation	Response	Reassigned Days
10/02/2023	Clarendon Elementary	4	Sexual Offenses : Harassment, Sexual	Out-of-School Suspension	1
10/06/2023	Solano Elementary	6	Aggression: Minor Aggressive Act	Out-of-School Suspension	2
10/06/2023	Solano Elementary	6	Alcohol Tobacco and Other Drugs	Out-of-School Suspension	2
10/06/2023	Solano Elementary	3	Harassment Threat and Intimidation	Out-of-School Suspension	2
10/13/2023	Osborn Middle School	7	Aggression: Recklessness	Out-of-School Suspension	6
10/18/2023	Osborn Middle School	7	Aggression: Minor Aggressive Act	In-School-Suspension	1
10/18/2023	Osborn Middle School	7	Harassment Threat and Intimidation	Out-of-School Suspension	1
10/20/2023	Solano Elementary	2	Aggression: Minor Aggressive Act	Out-of-School Suspension	1
10/20/2023	Solano Elementary	1	Harassment Threat and Intimidation	In-School-Suspension	2
10/23/2023	Clarendon Elementary	5	Alcohol Tobacco and Other Drugs	In-School-Suspension	0.5
10/23/2023	Clarendon Elementary	5	Alcohol Tobacco and Other Drugs	In-School-Suspension	0.5
10/23/2023	Osborn Middle School	8	Alcohol Tobacco and Other Drugs	Out-of-School Suspension	1
10/24/2023	Osborn Middle School	7	Alcohol Tobacco and Other Drugs	Out-of-School Suspension	4
10/24/2023	Solano Elementary	3	Aggression: Recklessness	Out-of-School Suspension	2
10/25/2023	Osborn Middle School	8	Harassment Threat and Intimidation	Out-of-School Suspension	1.5
10/26/2023	Solano Elementary	2	Aggression: Recklessness	Out-of-School Suspension	2
10/26/2023	Solano Elementary	5	Sexual Offenses: Harassment, Sexual	In-School-Suspension	2
10/27/2023	Osborn Middle School	8	Weapons and Dangerous Items	Out-of-School Suspension	2
10/27/2023	Osborn Middle School	8	Alcohol Tobacco and Other Drugs	Out-of-School Suspension	7
10/27/2023	Osborn Middle School	8	Alcohol Tobacco and Other Drugs	Out-of-School Suspension	7
10/27/2023	Osborn Middle School	8	Aggression: Recklessness	In-School-Suspension	2
10/30/2023	Clarendon Elementary	6	Aggression: Fighting	Out-of-School Suspension	1
10/30/2023	Longview Elementary	2	Aggression: Fighting	In-School-Suspension	2
10/30/2023	Osborn Middle School	8	Aggression: Minor Aggressive Act	Out-of-School Suspension	1
10/30/2023	Osborn Middle School	8	Aggression: Fighting	Out-of-School Suspension	1
10/31/2023	Osborn Middle School	8	Aggression: Fighting	Out-of-School Suspension	1

OSBORN SCHOOL DISTRICT NO. 8
November 21, 2023
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 October

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	92.4%	7.6%	91.18%	8.82%	90.33%	9.67%				
Encanto	93.36%	6.64%	91.8%	8.20%	90%	10%				
Longview	91.77%	8.23%	90.74%	9.26%	90.86%	9.14%				
OMS	91.29%	8.71%	90.24%	9.76%	88.27%	11.73%				
Solano	90.64%	9.36%	88.32%	11.68%	88.29%	11.71%				
MCS	93.05%	6.95%	94.26%	5.74%	92.26%	7.74%				

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
November 21, 2023
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 October

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

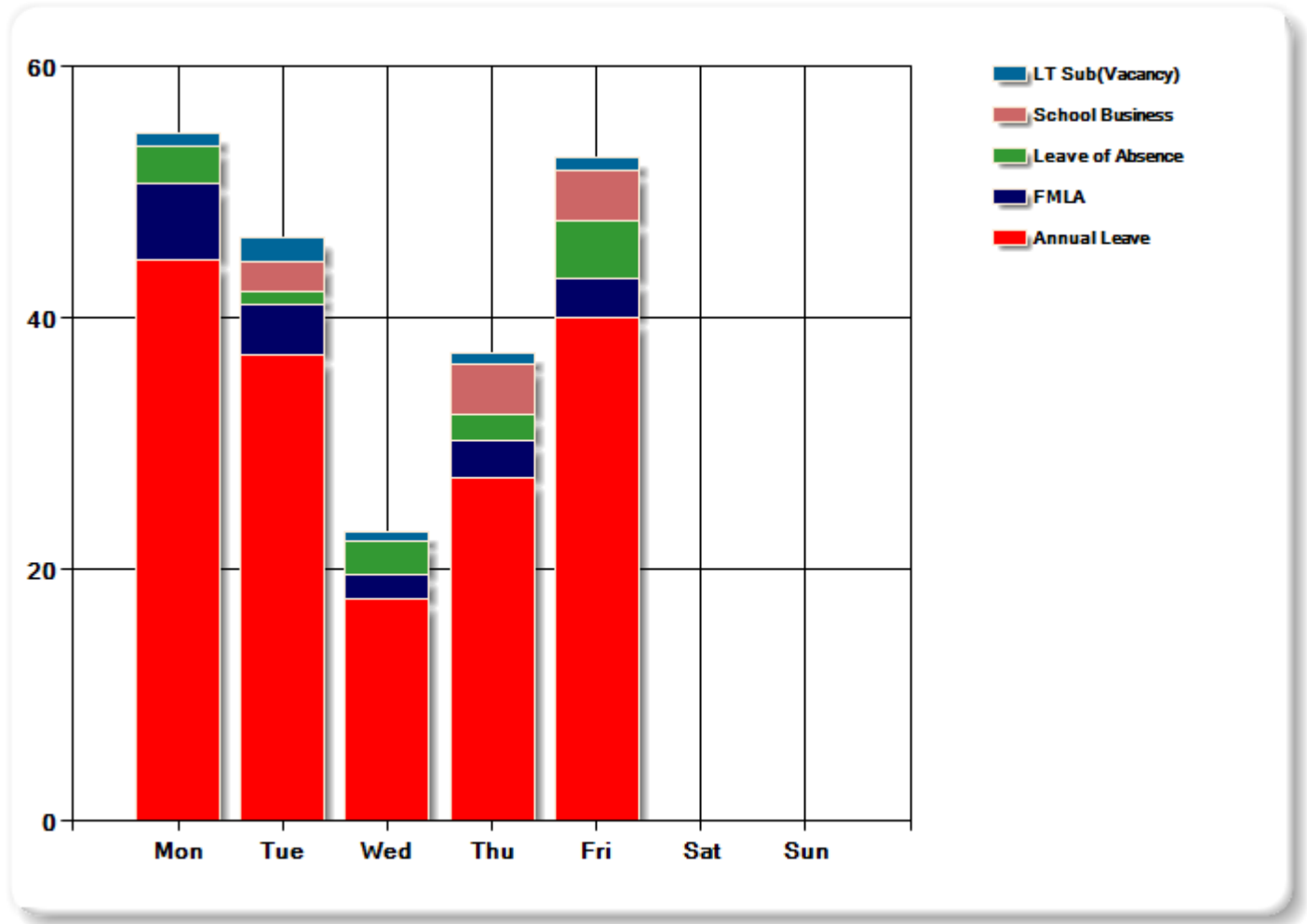
Day of Week Absence Analysis

[Return to Report Menu](#)

Start Date: 
End Date: 
Type:
Employee:

View All
Vacancy Profile:
School(s):

View All
Employee Types :



Absence Reasons	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
Annual Leave	44.7	37.1	17.6	27.3	40.1	0	0	166.8
FMLA	6	4	2	3	3	0	0	18
Leave of Absence	3	1	2.7	2	4.7	0	0	13.4
School Business	0	2.4	0	4	4	0	0	10.4
Totals	53.7	44.5	22.3	36.3	51.8	0	0	208.6
Vacancy Reasons	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
LT Sub(Vacancy)	1	2	0.7	1	1	0	0	5.7
Totals	1	2	0.7	1	1	0	0	5.7

Absence Monthly Summary

[Return to Report Menu](#)

School(s):

Employee

Types :

Type:

October 2023													
Sun	Mon	Tue	Wed	Thu	Fri	Sat							
1	2	3	4	5	6	7							
Total Absences/Vacancies:	14	Total Absences/Vacancies:	8	Total Absences/Vacancies:	6	Total Absences/Vacancies:	4	Total Absences/Vacancies:	8				
Fill NOT Needed:	1	Fill NOT Needed:	0	Fill NOT Needed:	0	Fill NOT Needed:	0	Fill NOT Needed:	0				
Fill Needed:	13	Fill Needed:	8	Fill Needed:	6	Fill Needed:	4	Fill Needed:	8				
Filled:	11	Filled:	5	Filled:	5	Filled:	4	Filled:	7				
UnFilled:	0	UnFilled:	0	UnFilled:	1	UnFilled:	0	UnFilled:	0				
Held:	2	Held:	3	Held:	0	Held:	0	Held:	1				
Fill Rate:	84%	Fill Rate:	62%	Fill Rate:	83%	Fill Rate:	100%	Fill Rate:	87%				
8	9	10	11	12	13	14							
Total Absences/Vacancies:	9	Total Absences/Vacancies:	18	Total Absences/Vacancies:	11	Total Absences/Vacancies:	19	Total Absences/Vacancies:	21				
Fill NOT Needed:	0	Fill NOT Needed:	0	Fill NOT Needed:	0	Fill NOT Needed:	0	Fill NOT Needed:	1				
Fill Needed:	9	Fill Needed:	18	Fill Needed:	11	Fill Needed:	19	Fill Needed:	20				
Filled:	7	Filled:	10	Filled:	8	Filled:	10	Filled:	9				
UnFilled:	0	UnFilled:	3	UnFilled:	1	UnFilled:	2	UnFilled:	4				
Held:	2	Held:	5	Held:	2	Held:	7	Held:	7				
Fill Rate:	77%	Fill Rate:	55%	Fill Rate:	72%	Fill Rate:	52%	Fill Rate:	45%				
22	23	24	25	26	27	28							
Total Absences/Vacancies:	16	Total Absences/Vacancies:	13	Total Absences/Vacancies:	8	Total Absences/Vacancies:	16	Total Absences/Vacancies:	25				
Fill NOT Needed:	1	Fill NOT Needed:	0	Fill NOT Needed:	0	Fill NOT Needed:	1	Fill NOT Needed:	0				
Fill Needed:	15	Fill Needed:	13	Fill Needed:	8	Fill Needed:	15	Fill Needed:	25				
Filled:	8	Filled:	7	Filled:	4	Filled:	7	Filled:	11				
UnFilled:	4	UnFilled:	2	UnFilled:	3	UnFilled:	2	UnFilled:	4				
Held:	3	Held:	4	Held:	1	Held:	6	Held:	10				
Fill Rate:	53%	Fill Rate:	53%	Fill Rate:	50%	Fill Rate:	46%	Fill Rate:	44%				
29	30	(31)	1	2	3	4							
Total Absences/Vacancies:	16	Total Absences/Vacancies:	9										
Fill NOT Needed:	1	Fill NOT Needed:	0										
Fill Needed:	15	Fill Needed:	9										
Filled:	6	Filled:	7										
UnFilled:	3	UnFilled:	0										
Held:	6	Held:	2										
Fill Rate:	40%	Fill Rate:	77%										

	Total Absences/Vacancies	Fill NOT Needed	Fill Needed	Filled	UnFilled	Held	Fill Rate
October 1-7	40	1	39	32	1	6	82%
October 8-14	0	0	0	0	0	0	0%
October 15-21	78	1	77	44	10	23	57%
October 22-28	78	2	76	37	15	24	49%
October 29-31	25	1	24	13	3	8	54%
Month	221	5	216	126	29	61	58%

OSBORN SCHOOL DISTRICT NO. 8
November 21, 2023
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 November 2023 for schools and special education self-contained programs in comparison to 2022.

School	Enrollment Nov. 2, 2022	Enrollment Nov. 7, 2023	Difference
Clarendon	359	385	+26
Encanto	596	593	-3
Longview	422	418	-4
Montecito	37	31	-6
Osborn Middle	483	446	-37
Solano	405	383	-22
Special Ed.*	68	71	+3
Preschool	24	26	+2
iSchool/SEAS	64	6	-58
Total	2458	2359	-99

Average Daily Membership

	2022-23 100 th day ADM	2023-24 100 th day ADM	Difference
Total	2271.5784	2147.9196	-123.6588

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: November 7th, 2023**

ENCANTO		CLARENDON	
Kindergarten		Grade 4	
Barnett, Desiree	25	Aken, Ann D/L	20
Chavez, Cristina D/L	22	Butier, Lindsey	20
Davey, Jenny	22	Marshall, Nolan	27
Kleinz, Kelly	23	Perez, Jose D/L	21
Lizarraga, Mackenzie D/L	24	Vanible, Lysa	24
Stubbs, Juanita	23	Webster, Kristie	22
TOTAL KINDERGARTEN	139	TOTAL GRADE 4	134
Grade 1		Grade 5	
Dewey, Allison	18	Etsitty, Alyscia	29
Goetter, Ashley	26	Hernandez, Mayra D/L	25
Guillen, Adriana	26	Kahl, Kayce D/L	25
Gully, Emma	27	Meza, Jorge	31
Klanke, Liana	22	Staron, Jennifer	27
Sanchez, Nayeli D/L	27		
TOTAL GRADE 1	146	TOTAL GRADE 5	137
Grade 2		Grade 6	
Centeno, Miguel	24	Arebalo, Cynthia	26
Hacker, Jacqueline D/L	27	Bedonie, Brianna	28
Hoffman, Katerina	25	Ruiz, Ruth	19
Parker, Alex	27	Terriciano, Molly	18
Pavlisick, Kimberly D/L	28	Villarreal, Frank	23
Vargas, Luis	24		
TOTAL GRADE 2	155	TOTAL GRADE 6	114
Grade 3			
Callisen, Kristen	24		
Garcia, Maria D/L	27		
Hernandez, Matthew	25		
Lopez Moreno, Cindy	25		
Nino, Nancy	27		
Yaqubi, Negin	25		
TOTAL GRADE 3	153		
SPED			
Regis, Maria	8		
Sotack, Christa	9		
TOTAL SPED	17		
		CLARENDON TOTAL	395
ENCANTO TOTAL	610		

**OSBORN SCHOOL DISTRICT
ENROLLMENT DATA FOR: November 7th, 2023**

LONGVIEW			
Kindergarten			
Crompton, Carrie (KG)	25		
Valles, Guillermina D/L	21	Montecito (KG-3rd)	
		Montessori	
TOTAL KINDERGARTEN	46	Garcia, Itzel	4
Grade 1		Obrochta, Tere	5
Elias Ulloa, Rosaisela D/L	26	Roberts, Katrina	22
La O Garcia, Tara	24		
Wright, Sammi	19		
TOTAL GRADE 1	69		
Grade 2		MONTECITO TOTAL	31
Berkich, Elizabeth	24		
Green, Maria D/L	24		
TOTAL GRADE 2	48		
Grade 3			
Hurtado, Nidia D/L	34		
Sauter, Jessica	25		
TOTAL GRADE 3	59		
Grade 4			
Vasquez, Roy D/L	33		
Villan Morales, Elisa	33		
TOTAL GRADE 4	66		
Grade 5			
Heiser, Morgan	33		
Hernandez, Dani D/L	34		
TOTAL GRADE 5	67		
Grade 6			
Baber, Kimberly	32		
Hendricks, Brian	31		
TOTAL GRADE 6	63		
Special Needs-Self Contained Cross Cat			
Mange, Mirna	8		
TOTAL SPED	8		
SPED Preschool			
Osborn, Christina	13		
TOTAL PRE-SCHOOL	13		
SEAS Program			
Scilley, Theresa	3		
Sabbath, Carlee	3		
TOTAL SEAS	6		
LONGVIEW TOTAL	445		

OSBORN SCHOOL DISTRICT
ENROLLMENT DATA FOR: November 7th, 2023

SOLANO			
Kindergarten			
Hasenstab, Stephanie (KG)	14		
Pacheco, Edna	26	OMS	
Shillito, Alexandra	25	Grade 7	
TOTAL KINDERGARTEN	65	Adams, Kyle	30
Grade 1		Chapman, Allison	4
Formanek, John	26	Echeverria, Lushanya	14
Hasenstab, Stephanie (1st)	8	Georges, Julia	16
Sandoval, Guadalupe	24	Gomez, Vincent	19
TOTAL GRADE 1	58	Hess, James	31
Grade 2		Landeira, Richard	29
Copelly, Rosalba D/L	24	Linn, Raymond	13
Dunn, Kylie	21	Naylor, Danielle	12
Williams, Samuel (2nd)	14	Reynolds, Maitlyn	19
TOTAL GRADE 2	59	Saiz, Sarah	32
Grade 3		Trainor, Randy	9
Fuentes, Mildred	24	TOTAL GRADE 7	228
Shrey, Kaitlyn (3rd)	1	Grade 8	
Thompson, Angella	24	Ahl, Allison	5
Williams, Samuel (3rd)	6	Echeverria, Lushanya	10
TOTAL GRADE 3	55	Frederick, Mack	29
Grade 4		Georges, Julia	13
Campbell, Amelia	28	Gerstner, Doug	26
Schrey, Kaitlyn	27	Guzman, Jose	30
TOTAL GRADE 4	55	Kingsland, Mitchell	12
Grade 5		Lindberg, Karen	18
Tenijieth, Mia (5th grade)	21	Linn, Raymond	18
Weidner, Jordan (5th grade)	22	Naylor, Danielle	12
TOTAL GRADE 5	43	Stachel, Allison	18
Grade 6		Urrutia, Beatrice	27
Tenijieth, Mia (5th grade)	11	TOTAL GRADE 8	218
Valentine, BJ	28	Special Education-Self Contained Cross Cat.	
Weidner, Jordan (6th grade)	9	Cooper, Cody	7
TOTAL GRADE 6	48	Beccera, Chantel	7
Special Education-Cross Cat		TOTAL SPECIAL CLASSES	14
Kuri Noriega, Maria	8	OMS TOTAL	460
Linton, Teola	8		
Lorgrono, Renalyn	6	DISTRICT TOTAL: 2359	
TOTAL SPECIAL CLASSES	22		
SPED - PS			
Switalla, Erica (Prek)	13		
TOTAL PRESCHOOL	13		
SOLANO TOTAL	418		

ENROLLMENT BY GRADE AS OF: November 7th, 2023

Grade	Encanto	Clarendon	Longview	Montecito	OMS	Solano	TOTAL
K	139		46	9		65	259
1	146		69	13		58	286
2	155		48	6		59	268
3	153		59	3		55	270
4		134	66			55	255
5		137	67			43	247
6		114	63			48	225
7					228		228
8					218		218
SpEd.	17	10	8	0	14	22	71
Presch.			13			13	26
SEAS			6				6
CURRENT MONTH'S TOTALS	610	395	445	31	460	418	2359
Totals	604	398	443	32	447	414	2338
Change	6	-3	2	-1	13	4	21

SpEd Monthly Enrollment Worksheet

Date: November 08, 2023

Clarendon	Encanto	OMS	Solano	Longview	Montecito	iSchool	Program	Total
1	1	2	2	1			Private Pl. (OSD Students)	7
			14	14			Pre-School (DD)	28
							Headstart	
10	16	15	20	8			Self-Contained	69
				6			SEAS	6
43	25	48	17	29			Resource	162
16	7	10	9	8	1		Speech & Lang (w/add'l disability)	0
9	22	2	5	7			Speech & Lang	45
					3		Montessori SPED	3
	2		2				Community PS SPED	4
							Service Plans (Private Sch Stud)	23
		1		1			Homebound SPED	2
63	66	68	60	66	3		Totals**	349

**** Totals Do Not Include Speech (w/add'l disability)**

			Self-Contained				
			Vacant	4		Hearing	2
AZ Day Sch Deaf	2		Sotack	8		Vision	2
ACCEL			Roberts	6		Orthopedic Impairment	1
The Aces	5		Noriega	8		Physical Therapy	9
Service Plans			Regis	9		Occupational Therapy	77
			Becerra	7		Autism	35
			Cooper	8		MDSSI	2
			Logrono	6		MiID	2
Suspension Private Pl			Teola Linton Brov	8		MoID	1
						Voucher	2
			SEAS				
Home Bound Non-SPED			Scilley	2		Peer model Preschool	
			Sabbath	4		504 Non-SPED	11

OSBORN SCHOOL DISTRICT NO. 8
November 21, 2023
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

Approval and Second Reading of ASBA Policy Revisions

For Board: Action Discussion Information

Background –

Approval and Second Reading of policy changes to:

BCB	Board Member Conflict of Interest
BDA	Board organizational Meeting
BE	School Board Meetings
BEDA	Notification of Board meetings
BRDB	Agenda
CBI	Evaluation of Superintendent
CBI-EB	Evaluation of Superintendent
EBC	Emergencies
GCG	Part-Time and Substitute Professional Staff Employment
IHA	Basic Instructional Program
IHA-E	Basic Instructional Program
JFABDA	Admission of Students in Foster Care
JK	Student Discipline
JKD	Student Suspension
JKE	Expulsion of Students
JLH	Missing Students
JRCA-R	Request for Transfer of Records

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 revisions to ASBA policy as discussed.

Moved _____ Seconded _____ P/F

Alph Code	Policy Name	Superintendent Notes	
BCB	Board Member Conflict of Interest	A school district is allowed to employ, including through a third-party contractor that provides services to the school district, any person who served as a member of the school district governing board during the preceding two years only in a position in which the person will provide services directly to students. School districts are authorized to increase the time period for this restriction to be more than two years.	Approve
BDA	Board Organizational Meeting	A school district governing board is required to meet in January following an election, instead of between January 1 and January 15 following the election.	Approve. This is really being brought together because of the oddity of the calendar this year. The good part is that since this is normally a
BE	School Board Meetings	Schools, school boards, executive boards, and municipalities are required to provide for an amount of seating sufficient to accommodate the reasonably anticipated attendance of all persons desiring to attend the deliberations and proceedings, when feasible. Does not require a public body to relocate a meeting outside of the largest regular meeting room. Except for a meeting through technological devices, the agenda for a public meeting is required to include notice of the time that the public will have physical access to the meeting place	Approve. We do this anyway, as do most other districts. This is a political statement more than a change in any real policy for most districts.
BEDA BEDB	Notification of Board Meetings Agenda	Schools, school boards, executive boards, and municipalities are required to provide for an amount of seating sufficient to accommodate the reasonably anticipated attendance of all persons desiring to attend the deliberations and proceedings, when feasible. Does not require a public body to relocate a meeting outside of the largest regular meeting room. Except for a meeting through technological devices, the agenda for a public meeting is required to include notice of the time that the public will have physical access to the meeting place.	Approve. We do this anyway, as do most other districts. This is a political statement more than a change in any real policy for most districts.

CBI, CBI-EB (New)	Evaluation of Superintendent	Policy CBI was revised updating the timelines associated with the evaluation. ASBA and ASA, in collaboration with superintendents and board members from across Arizona, developed and piloted this evaluation tool (CBI-EB) which is reflective of the collective, diverse voice of superintendents and board members. Once an evaluation instrument is chosen, it will be recodified as CBI-E.	Do Not Approve. The ASBA/ASA Collaboration included a model evaluation, however the timelines of the new policy were not part of that negotiated process. By the advised policy,
EBC	Emergencies	Emergency response plans developed by school district governing boards are required to address how the school and emergency responders will communicate with and provide assistance to students with disabilities.	Approve
GCC	Part Time and Substitute Professional Staff employn	A "small school district" (defined in A.R.S. 15-901) is allowed to employ a substitute teacher who is related to a member of the governing board as the member's spouse or immediate family and who has had the same household of residence within the preceding four years. If a small school district employs a substitute teacher in these circumstances, the member of the governing board who is related to the substitute teacher must be recused from voting on any matter relating to substitute teachers.	Do Not Approve. Not applicable to Osborn.
IHA IHA-E	Basic Instructional Program	Per HB2060, A.R.S. 15-211(C) adds a literacy coach or literacy specialist at each school to the list of employees that may satisfy the dyslexia training requirements at each K-3 school in a district.	Approve

JFABDA	Admission of Students in Foster Care	<p>Within five days after a child enters foster care or if a child's placement changes, the child (if appropriate), the child's caseworker, the child's parent, guardian, custodian, caregiver, or foster parent, and representatives from the child's school of origin are required to determine if it is in the child's best interest to remain in the child's school of origin. The Department of Child Safety (DCS) and educational agency are required to jointly ensure that a child receives transportation to the educational institution determined to be in the child's best interest, including a charter school or educational institution located outside of the child's current school district. DCS is authorized to coordinate with the Arizona Department of Education (ADE) and local education agencies and enter into necessary information sharing and financial agreements to ensure the child receives transportation, and school districts are authorized to cross district boundaries when transporting a student in these circumstances. DCS and ADE are required to adopt a clear, written arbitration process for resolution of disputes between DCS, local educational agencies, and ADE regarding the arrangement for and funding of a child's transportation. The DCS semiannual report is required to include specified information regarding the educational placement of foster children.</p>	Approve
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<p>JK JKD JKE</p>	<p>Student Discipline Student Suspension Expulsion of Students</p>	<p>Statutory requirements that must be met in order to suspend or expel a student in kindergarten through fourth grade do not apply to an expulsion required due to a student bringing a firearm to school or to a suspension for two or fewer days when the aggregate suspensions for that student do not exceed ten days within the school year.</p>	<p>Approve</p>
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Compare Policy Advisory "BCB © BOARD MEMBER CONFLICT OF INTEREST" 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.

BCB © BOARD MEMBER CONFLICT OF INTEREST

Voting Restrictions

Notwithstanding any other provision of law, a Governing Board member shall be eligible to vote on any budgetary, personnel, or other question that comes before the Board, except that it shall be unlawful for a member to vote on a specific item that concerns the appointment, employment, or remuneration of such member or any person related to such member as a dependent as defined in A.R.S. [43-1001](#). [LEGAL REF.: A.R.S. [15-323](#)]

Employment Limitation

No dependent, as defined in Section [43-1001](#), of a Governing Board member may be employed in the District, except by consent of the Board. [LEGAL REF.: A.R.S. [15-502](#)]

No employee of the District or the spouse of such employee may hold membership on the Governing Board of the District. [LEGAL REF.: A.R.S. [15-421](#)]

The District is allowed to employ, including through a third (3rd)-party contractor that provides services to the District, any person who served as a member of the School District Governing Board during the preceding two (2) years only in a position in which the person will provide services directly to students. Pursuant to A.R. S. [15-421](#), the District is authorized to increase the time period for this restriction to be more than two (2) years

Conflict of Interest

Any Board member or employee of the District who has, or whose relative has, a substantial interest in any contract, sale, purchase, or service to the District shall make known that interest in the official records of the District and shall refrain from voting upon or otherwise participating in any manner as a Board member or employee in such contract, sale, or purchase. [LEGAL REF.: A.R.S. [38-503](#)]

Any Board member or employee who has, or whose relative has, a substantial interest in any decision of the District shall make known such interest in the official records of the District and shall refrain from participating in any manner as a Board member or employee in such a decision. [LEGAL REF.: A.R.S. [38-503](#)]

"Refrain from participating in any manner" means more than just refraining from making a final decision. It means participating in any way in the process leading up to a decision. An employee with a conflict of interest must not make recommendations, give advice, or otherwise communicate in any manner with anyone involved in the decision-making process.

**Purchases from Governing ~~Board~~ Board
Members for Districts ~~with~~with**

3,000 or More Students

School district procurement rules are required for all purchases of service from Governing Board members, regardless of the dollar amount. Purchases for services may only be made after public competitive bidding. Purchases of supplies, materials, and equipment from Board members are subject to the following:

- A. Purchases for supplies, materials, and equipment are limited to three hundred dollars (\$300) per transaction;
- B. Total purchases within any twelve (12) month period are limited to one thousand dollars (\$1,000);
- C. The purchases comply with the Uniform System of Financial Records (USFR) guidelines for oral and written quotations.
- D. The Board has, by majority vote, adopted or reconfirmed a policy authorizing such purchases within the preceding twelve (12) month period.

[LEGAL REF.: A.R.S. [38-503](#); [15-323](#); A.G.O. I84-012; I06-002]

Purchases from Governing Board

Members for Districts with

Fewer than 3,000 Students

School district procurement rules are required for all purchases of service from Governing Board members, regardless of the dollar amount. Purchases for services may only be made after public competitive bidding. Purchases of supplies, materials, and equipment from Board members are subject to the following:

- A. Purchases less than one hundred thousand dollars (\$100,000) comply with the Uniform System of Financial Records (USFR) guidelines for oral and written quotations;
- B. Purchases of one hundred thousand dollars (\$100,000) and above comply with the school district procurement rules for public competitive bidding;
- C. Each purchase is approved by the Governing Board;
- D. The amount of the purchase is included in the Board's meeting minutes.

[LEGAL REF.: A.R.S. [15-323](#); A.G.O. I06-002]

Filing of Disclosures

The District shall maintain for public inspection in a special file all documents necessary to memorialize all disclosures of substantial interest made known pursuant to the statutory conflict-of-interest provisions. [LEGAL REF.: A.R.S. [38-509](#)]

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:-

A.R.S.-

[15-213](#)

[15-323](#)

[15-421](#)

[15-502](#)

[38-481](#)

[38-503](#)

[38-509](#)

[43-1001](#)

A.G.O.-

I84-012

I87-035

I88-013

I06-002

CROSS REF.:-

[BBBA](#) - Board Member Qualifications

[DJE](#) - Bidding/Purchasing Procedures

Compare Policy Advisory "BE © SCHOOL BOARD MEETINGS" 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.

BE © SCHOOL BOARD MEETINGS

The Board shall transact all business at official meetings of the Board. These may be either regular or special meetings, defined as follows:

- A. Regular meeting - the usual official legal-action meeting, scheduled and held regularly.
- B. Special meeting - an official legal-action meeting called between scheduled regular meetings to consider only specifically identified topics.

Every meeting of the Board, regular or special, shall be open to the public except for an executive session that is held in accordance with state law. A "meeting" is defined as the gathering, in person or through technological devices, of a quorum of members of a public body to discuss, propose or take legal action, including any deliberations with respect to such action, that has been properly noticed, pursuant to Arizona Revised Statutes.

The Board must provide sufficient seating to accommodate the reasonably anticipated number of desiring attendees when feasible. However, this does not require a public body to relocate a meeting outside of the largest regular meeting room.

A meeting includes a one-way electronic communication by one member of a public body that is sent to a quorum of the members of a public body and that proposes legal action.

A meeting also includes an exchange of electronic communications among a quorum of the members of a public body that involves a discussion, deliberation or the taking of legal action by the public body concerning a matter likely to come before the public body for action.

Notice of all Governing Board meetings, regular and special, shall be posted in compliance with the requirements prescribed by A.R.S. [38-431.02](#) and described in Board Policy BEDA.

Notice must include an agenda of the matters to be discussed or decided at the meeting or information on how the public may obtain a copy of such agenda. Except for a meeting through technological devices, the agenda shall also include notice of the time that the public will have physical access to the meeting place.

Regular Board Meetings

The Governing Board shall hold a regular meeting at least once each month during the regular school year and may hold other meetings as often as called. If action has been taken and documents approved at a meeting, they may be signed subsequently by individual Board members. ~~The third (3rd) Tuesday~~

Choose this:

The _____ and _____ of each month during the regular school year are designated as the regular Board meeting dates. The Board may hold other meetings

as often as called.

Or choose this:

The _____ of each month during the regular school year is designated as the regular Board meeting date. The Board may hold other meetings as often as called.

A regular meeting may be rescheduled or canceled:

- A. By majority vote of the Board when noticed as a meeting agenda item.
- B. By declaration of the Board President, or if the President is unavailable another member of the Board, in consultation with the Superintendent, when a significant event beyond the Board's control renders attendance at the meeting unsafe or unreasonable in light of the circumstance, such as:
 - 1. Significantly inclement weather conditions, or
 - 2. A local, state, or national emergency of a magnitude it intervenes to the extent that convening of the meeting is inadvisable.
- C. When the absence of a quorum of the Board will render the meeting impermissible.

Every regular meeting of the Board shall be open to the public, and the Board shall meet at the most convenient public facility in the District. If a public facility is not available within the District, the Board may meet at any available public facility convenient to all Board members, regardless of the county or school district in which the facility is located.

Special Board Meetings

Special meetings may be called whenever deemed necessary. Written or telephoned notice of all special meetings shall be given to the members of the Board at least twenty-four (24) hours prior to the time stated for the meeting to convene. Said notice shall indicate the purpose of the special meeting. No business other than the matters specified in the notice shall be transacted at such meeting.

Adopted: ~~October 16, 2018~~ <-- z2AdoptionDate -->

LEGAL REF.:-

A.R.S.

[15-321](#)

[15-843](#)

[38-431](#) *et seq.*

[38-431.01](#)

[38-431.02](#)

A.G.O.-

179-45

CROSS REF.:-

[BEC](#) - Executive Sessions/Open Meetings

[BEDA](#) - Notification of Board Meetings

[BEDB](#) - Agenda

[BEDC](#) - Quorum

[BEDF](#) - Voting Method

[BEDG](#) - Minutes

Compare Policy Advisory "BEDA © NOTIFICATION OF BOARD MEETINGS" 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.

BEDA © NOTIFICATION OF BOARD MEETINGS

A statement shall be conspicuously posted on the District's website specifying where all notices of the Governing Board meetings are posted, including the physical and electronic locations, and give additional public notice as is reasonable and practicable as to all meetings. [Except for a meeting through technological devices, the agenda and notice shall also include the time that the public will have physical access to the meeting place.](#)

The District shall post all Governing Board public meeting notices on its website and give additional public notice as is reasonable and practicable as to all meetings. When the District has complied with all other public notice requirements of A.R.S. [38-431.02](#), the Board is not precluded from holding a meeting for which notice was posted when a technological problem or failure either:

- A. prevents the posting of public notice on the District website, or
- B. temporarily or permanently prevents use of all or part of the District's website.

When an executive session of the Board is scheduled a notice of the executive session stating the provision of law authorizing the executive session and including a general description of the matters to be considered shall be provided to:

- A. the members of the Governing Board, and
- B. the general public.

At least twenty-four (24) hours prior to the meeting notice shall be given to the members of the Governing Board and to the general public by posting in the designated public place(s) the time and place, and the meeting agenda or any change in the meeting agenda. The notice shall include an agenda of the matters to be discussed, considered or decided at the meeting, or include information on how the public may obtain a copy of the agenda.

The twenty-four (24) hour notice period:

- A. [May include Saturday when, in addition to any website posting, the public has twenty-four \(24\) hour ~~access to~~ access to the physical posting location.](#)
- B. Does not include Sundays and other holidays prescribed in A.R.S. [1-301](#).

A twenty-four (24) hour meeting notice is not required in the case of an actual emergency, however, notice shall be given and procedures followed in accordance with the requirements of [38-431.02](#) as are appropriate to the circumstances.

The Governing Board shall provide any officer, appointee, or employee to be considered or discussed at a meeting with written notice of the executive session as is appropriate but not

less than twenty-four (24) hours for the officer, appointee, or employee to determine whether the discussion or consideration should occur at a public meeting.

A meeting may be recessed and resumed with less than twenty-four (24) hours notice when proper initial meeting notice was given and, before recessing, public notice is given specifying the time and place the meeting will be resumed or identifying the method by which such notice shall be publicly given.

When the Governing Board intends to meet at a regular place and time on a regular day, date or event for a specified calendar period, the District may post notice of the beginning of the applicable calendar period and the period for which the notification is valid.

Adopted: ~~November 15, 2016~~ <-- z2AdoptionDate -->

LEGAL REF.:-

A.R.S.-

[1-301](#)

[15-321](#)

[15-341](#)

[38-431.01](#)

[38-431.02](#)

A.G.O.-

179-45

CROSS REF.:-

[BE](#) - School Board Meetings

[BEC](#) - Executive Sessions/Open Meetings

[BEDB](#) - Agenda

BEDB ©
AGENDA

The agenda shall list the specific matters to be discussed, considered or decided at the meeting. Except for a meeting through technological devices, the agenda and notice shall also include the time that the public will have physical access to the meeting place. The Governing Board may discuss, consider or make decisions only on matters listed on the agenda and other matters related thereto. (*Subject to A.R.S. [38-431.02](#)*)

Unless changed by a majority vote of Board members present at a meeting, the order of business shall be as follows:

Regular meetings:

- A. Call to order
- B. Adoption of the agenda (*Discussion of items is not in order.*)
- C. Pledge of allegiance
- D. Board Meeting minutes not previously approved
- E. Information only items (*Items to be heard only; the Board will not propose, discuss, or take legal action during the meeting unless the specific matter is properly noticed for legal action.*)
 - 1. Summary of current events
 - a. Superintendent
Celebrations and recognitions
 - b. Governing Board members
 - 2. Reports (*Notice must be specific as to type of report that will be given, subject matter and whom will be making the report.*)
- F. Public comments (*Members of the Governing Board shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.*)
- G. Action items (*Matters on which the Governing Board may take legal action during the meeting.*)
 - 1. Consent agenda items (*When so presented, should fully describe the matters on the agenda and inform the public where more information can be obtained.*)
 - 2. Specific items of District business (*As listed for consideration, may include various categorical areas as the business of the District necessitates Board discussion, deliberation, and action.*)
- H. Information and Discussion items (*Matters about which the Board may engage in discussion but will take no action during the meeting.*)

I. Information items (*The Board will not propose, discuss, or take legal action during the meeting.*)

Requests for future agenda items

J. Adjournment

Special meetings:

A. Call to order

B. Items for which the special meeting was called (*May include timely action, discussion, and information items as conditioned for regular meetings.*)

C. Announcements

D. Adjournment

Executive sessions:

An executive session may be scheduled, as necessary, during either a regular or special meeting. (*See Arizona Attorney General Agency Handbook Section 7.6.7.*)

1. When an executive session is to be held, the notice must state the specific provision of law authorizing the executive session.

2. The Board may vote to hold 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\(A\)\(3\)](#).

Emergency meetings

In the case of an actual emergency, the Governing Board, after giving such notice as is appropriate to the circumstances, may act on an emergency matter or call an emergency meeting in accordance with the requirements set out in A.R.S. [38-431.02](#). The emergency meeting shall follow the order of business for a special meeting. An emergency meeting shall be subsequently followed by the posting of a public notice within twenty-four (24) hours declaring that an emergency session has been held and setting forth the information specified by [38-431.02](#). Chapter 7 of the Arizona Agency Handbook shall be consulted for guidance when an emergency action or meeting is being considered.

Accommodations for the Disabled

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting *[name of designated agency contact person]* at *[telephone number and TDD telephone number]*. Requests should be made as early as possible to allow time to arrange the accommodation.

Adopted: November 20, 2005

LEGAL REF.:

A.R.S.

[38-431](#)

[38-431.01](#)

[38-431.02](#)

[38-431.03](#)

CROSS REF.:

[BDB](#) - Board Officers

[BEC](#) - Executive Sessions/Open Meetings

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

◀ first

last ▶

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

CBI © EVALUATION OF SUPERINTENDENT

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

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

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

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

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

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

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

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

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

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

LEGAL REF.:

A.R.S.

[15-341](#)

[15-503](#)

CROSS REF.:

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

EXHIBIT

EVALUATION OF SUPERINTENDENT

**SUPERINTENDENT EVALUATION HANDBOOK
AND
SUPERINTENDENT EVALUATION TOOL**

To view/access the District's Superintendent Evaluation Tool *Guidance Handbook* created by ASA/ASBA, [click here](#).

To view/access the District's *Superintendent Evaluation Tool* created by ASA/ASBA, [click here](#).

Compare Policy Advisory "IHA-E ©" to Policy in Manual

first

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

last

IHA-E ~~©~~ ©

EXHIBIT

BASIC INSTRUCTIONAL PROGRAM

Reading

For students in kindergarten (K) and grades one (1) through three (3), the District shall:

- A. select and administer screening, ongoing diagnostic and classroom based instructional reading assessments, including motivational assessments, as defined by the State Board of Education;
- B. conduct a curriculum evaluation;
- C. adopt a scientifically based reading curriculum including the essentials of reading instruction;
- D. provide ongoing teacher training based on scientifically based reading research;
- E. devote reasonable amounts of time to explicit instruction and independent reading;
- F. provide intensive reading instruction as defined by the State Board of Education to each student who does not meet or exceed the Arizona standards; and
- G. review its reading program and take corrective action as specified by the State Board of Education whenever more than twenty percent (20%) of the third (3rd) grade students do not meet the Arizona standards.
- H. 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.
- I. ensure that, within forty-five (45) calendar days after the beginning of each school year or within forty-five (45) calendar days after a student enrollment occurs after the first (1st) day of school, every student who is enrolled in a kindergarten program or grade one in a public school in this state is screened for indicators of dyslexia, using the Department of Education (D.O.E.) dyslexia screening plan (the screening for indicators of dyslexia may be integrated with reading proficiency screenings as prescribed by the D.O.E.);
- J. provide notifications to parents of students who are identified as having indicators of dyslexia based on a screening for indicators; and

K. ensure that screening for indicators of dyslexia includes phonological and phonemic awareness, rapid naming skills, correspondence between sounds and letters, nonsense word repetition, and sound symbol recognition.

Compare Policy Advisory "EBC © EMERGENCIES" 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.

EBC © EMERGENCIES

The Superintendent will develop and maintain District emergency plans for each school, department, and other facilities in the District and will coordinate such plans with the local law enforcement, fire, medical and hospital authorities as necessary. Training components for staff and students shall be included in the Superintendent's emergency plans.

Emergency response plans are confidential and exempt from public disclosure. The District shall not release emergency response plans to the public as part of a public records request. [A.R.S. [41-1803\(G\)](#)]

The plans will be in accordance with minimum standards developed jointly by the Department of Education and the Division of Emergency Management within the Department of Emergency and Military Affairs. The plans will designate specific emergency drills to be conducted. Local responders shall periodically be invited to review the plan(s).

Emergency [response](#) plans developed by the [Governing Board](#) are required to address how the school and emergency responders will communicate with and provide assistance to students with disabilities.

[Emergency plans developed by the Superintendent](#) will be presented annually to the Board.

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

LEGAL REF.:

A.R.S.

[15-341](#)

[41-1803](#)

Compare Policy Advisory "GCG © PART - TIME AND
SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT" 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.

GCG ©
PART - TIME AND ~~SUBSTITUTE~~-SUBSTITUTE
PROFESSIONAL STAFF EMPLOYMENT

Substitute Teachers

The Board will establish the daily pay rate for substitute teachers.

The Superintendent will screen all applicants for substitute positions and recommend substitute teachers to the Board for approval. The Superintendent will establish regulations to ensure that all substitutes used in the schools are on the Board-approved substitute list.

Substitute

~~Professional~~

Professional

Staff Members

The Superintendent may employ, when conditions warrant, temporary or part-time personnel on a per diem or time card basis. This authority is subject to the following conditions:

- ~~Continued~~-A. Continued employment of any such person shall be subject to confirmation and approval by the Board at ~~its next~~-its next official meeting.
- ~~The~~-B. The employee shall be hired on a per diem basis and shall be compensated in accordance with ~~the requirements~~-the requirements and limitations of existing contracts that cover similar positions or employees.
- ~~In~~-C. In addition to the conditions set forth above, the temporary assignment of a person to a supervisory ~~or administrative~~-or administrative position shall be preceded by notification to the Board. The Superintendent will ~~detail the~~-detail the circumstances that created the need for the part-time employment.

~~Adopted: date of Manual adoption~~

=====

Optional language: The following outlined item (to the next double line) is available for inclusion in whole or in part at the discretion of school districts having only one (1) school or fewer than 600 students as determined by the local Governing Board.

Small School Districts;

Substitute Teachers

A *small school district*, as defined in A.R.S. [15-901](#), is allowed to employ a substitute teacher who is related to a member of the Governing Board as the member's spouse or immediate family and who has had the same household of residence within the preceding four (4) years. If a small school district employs a substitute teacher in these circumstances, the member of the Governing Board who is related to the substitute teacher must recuse themselves from voting on any matter relating to substitute teachers.

=====

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[15-421](#)

[15-502](#)

[15-503](#)

A.A.C.

[R7-2-603](#)

Compare Policy Advisory "IHA © BASIC INSTRUCTIONAL PROGRAM" 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.

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.

The instructional program will include planned sequences in:

- A. Language arts - reading, spelling, handwriting, English grammar, composition, literature, and study skills.
- B. Mathematics experiences.
- C. Social studies - history including Native American history, geography, civics, economics, world cultures, political science, and other social science disciplines.
- D. Science experiences.
- E. Fine and practical arts experience - art education, vocal and instrumental music, and vocational/business education.
- F. Technology skills.
- G. Health and safety education.

H. Physical education.

I. Foreign or Native American language.

The planned program for all students shall also include library instruction, individual study, guidance, other appropriate instructional activities, and all instruction required under state law and State Board of Education regulations.

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](#)

[15-704](#)

[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

Compare Policy Advisory "JFABDA © ADMISSION OF STUDENTS IN FOSTER CARE" 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.

**JFABDA ©
ADMISSION OF STUDENTS
IN FOSTER CARE**

This policy is intended to direct compliance with Arizona State Laws, Arizona Administrative Code, and the Every Student Succeeds Act (ESSA) Foster Care provisions.

Purpose Statement

The implementation of this policy shall assure that:

A. Within five (5) days after a child enters foster care or if a child's placement changes, the child, if appropriate, the child's caseworker, the child's parent, guardian, custodian, caregiver, or foster parent and representative from the local education agency or the child's school of origin shall determine if it is in the child's best interest to remain in the child's school of origin;

B. Children in foster care remain enrolled in their school of origin for the duration of their time in care, unless a determination is made that it is not in such child's best interest to remain in their school of origin, which decision shall be based on all factors relating to the child's best interest, including consideration of the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement, among other factors listed in law (See list in ~~JFABD~~JFABDA-R);

~~B. when a determination is made that it is not in such child's best interest to remain in the school of origin, the child is immediately~~C. If it is determined that a change of educational placement is in the best interest of the child, the child shall be immediately enrolled in a new school, even if the child is unable to produce records normally required for enrollment or owes any outstanding fines or fees to the school of origin; however, the student may be required to provide their Notice to Providers document;

~~D. the~~ The enrolling school shall immediately contact the school last attended by any such child to obtain relevant academic and other records;~~D. Upon request for records for any such child from another school, every effort shall be made to provide records within two (2) business days.~~

E. In collaboration with the ~~State~~state or local Child Welfare Agency, transportation is provided to and from the school of origin or school of placement for the foster child as applicable and found in the law and Policy JFAA;~~and~~E. ~~the school/District (LEA)~~. In ensuring a child receives transportation to the educational institution determined to be in the child's best interest, the Department of Child Safety may coordinate with the Department of Education and local education agencies and enter into necessary information sharing, data sharing and financial agreements.

F. **The District** will work with the Department of Child Safety (or tribal agency) to ensure that the provisions of ESSA relating to foster children are implemented, including assigning a District employee to serve as a Point of Contact (POC) to work in collaboration with the applicable child welfare agency and notify the Arizona Department of Education of the assigned POC.

Definitions

The term "children in foster care" means children who are under twenty-four (24) hour substitute care while placed away from their parents or guardians and for whom the Child Welfare Agency (Department of Child Safety [DCS] or tribal) has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, childcare institutions, and pre-adoptive homes. A child is in foster care in accordance with this definition regardless of whether the foster care facility is licensed, and payments are made by the state, tribal or local agency for the care of the child, whether adoption subsidy payments are being made prior to the finalization of an adoption, or whether there is federal matching of any payments that are made. (45 C.F.R. § 1355.20(a)) In Arizona, if DCS has received placement care and responsibility, then the child is in "foster care" even if the parent or guardian is permitted to live in the home of placement, such as a kinship home.

The term "school of origin" means the school in which a child is enrolled at the time of placement in foster care, including preschool. If a child's foster care placement changes, the school of origin would then be considered the school in which the child is enrolled at the time of the placement change.

Point of Contact (POC) for Children in Foster Care - Responsibilities

The Superintendent will designate an appropriate staff person of authority as Point of Contact (POC) for children in foster care who will carry out duties as assigned and notify Arizona Department of Education's (ADE's) Statewide Foster Care Education Coordinator of the designated POC. Among those duties will be the responsibility to coordinate activities and programs to work in collaboration with the respective child welfare agency (either DCS or tribal), in the best interest of foster children that will include procedures to:

- A. Continue the student's education in the school of origin or placement;
- B. Collaborate with the Child Welfare Agency to implement the educational stability plan;
- C. Ensure the best interest is determined regarding school enrollment;
- D. Ensure necessary transportation is provided, funded, and arranged in collaboration with the Child Welfare Agency;
- E. Ensure immediate enrollment and transfer of records occurs when the student moves schools; and
- F. Ensure school staff are trained on the provisions and educational needs of children in foster care.

Other Relevant Policies and Procedures

Implementation of the Every Student Succeeds Act (ESSA) Foster Care provisions requires the coordination with a number of policies and procedures. These policies and procedures are listed below as cross ~~referenced and~~ [references and](#) are incorporated in this policy and these procedures by such reference.

Enrollment preference may be given to children who are in foster care.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[15-530.04](#)

[15-816](#) through [15-816.07](#)

[15-821](#)

[15-823](#) through [15-825](#)

42 U.S.C. 11301, McKinney-Vento Homeless Assistance Act of 2001,
as amended by the Every Student Succeeds Act (ESSA) of 2015
(Foster Care Provisions)

CROSS REF.:

[EEAA](#) - Walkers and Riders

[IKEB](#) - Acceleration

[JF](#) - Student Admissions

[JFAA](#) - Admission of Resident Students

[JFAB](#) - Admission of Nonresident Students

[JFABD](#) - Admission of Homeless Students

[JFB](#) - Open Enrollment

[JG](#) - Assignment of Students to Classes and Grade Levels

[JLCB](#) - Immunizations of Students

[JLH](#) - Missing Students

[JR](#) - Student Records

[JRCA](#) - Request for Transfer of Records

Compare Policy Advisory "JK © STUDENT DISCIPLINE" 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.

JK © STUDENT DISCIPLINE

The Superintendent shall recommend policies and develop procedures for the discipline of students that comply with A.R.S. [15-843](#). These policies and procedures will apply to all students traveling to, attending, and returning from school, and while visiting another school or at a school-sanctioned activity, or in any other situation in which the District may lawfully exercise its authority to discipline a student. When suspension or expulsion is involved, notice, hearing, and appeal procedures shall conform to applicable legal requirements.

The discipline, suspension and expulsion of pupils shall not be based on race, color, religion, sex, disability, national origin, ancestry or any other unlawful reason. A substantial or deliberate failure to comply with the prohibition against race, color, religion, sex, disability, national origin, ancestry or any other unlawful reason may subject the District to the loss of funds imposed by A.R.S. [15-843](#).

Unless required by A.R.S. [15-841](#)(G), bringing a firearm to school, which may be modified on a case-by-case basis, a school district or charter school may out-of-school suspend or expel a pupil who is enrolled in kindergarten through fourth grade (K-4) only if all of the following apply:

- A. The pupil is seven (7) years of age or older.
- B. The pupil engaged in conduct on school grounds that meets one (1) of the following criteria:
 1. Involves the possession of a dangerous weapon without authorization from the school.
 2. Involves the possession, use or sale of a dangerous drug as defined in A.R.S. [13-3401](#) or a narcotic drug as defined in A.R.S. [13-3401](#) or a violation of A.R.S. [13-3411](#).
 3. Immediately endangers the health or safety of others.
 4. The pupil's behavior is determined by the School District Governing Board or Charter School Governing Body to qualify as aggravating circumstances and that all of the following apply:
 - a. The pupil is engaged in persistent behavior that has been documented by the school and that prevents other pupils from learning or prevents the teacher from maintaining control of the classroom environment.
 - b. The pupil's ongoing behavior is unresponsive to targeted interventions as documented through an established intervention process that includes consultation with a school counselor, school psychologist or other mental

health professional or social worker if available within the School District or Charter School or through a state sponsored program.

c. The pupil's parent or guardian was notified and consulted about the ongoing behavior.

d. Before a long-term suspension or expulsion, the school provides the pupil with a disability screening and the screening finds that the behavioral issues were not the result of a disability.

C. Failing to remove the pupil from the school building would create a safety threat that cannot otherwise reasonably be addressed or qualifies as "aggravating circumstances."

D. Before suspending or expelling the pupil, the School District or Charter School considers and, if feasible while maintaining the health and safety of others, in consultation with the pupil's parent or guardian to the extent possible, employs alternative behavioral and disciplinary interventions that are available to the School District or Charter School, that are appropriate to the circumstances and that are considerate of health and safety.

The School District or Charter School shall document the alternative behavioral and disciplinary interventions it considers and employs.

E. The School District or Charter School, by policy, provides for both:

1. A readmission procedure for pupils who are in kindergarten through fourth grade (K-4) and who have served at least five (5) school days of a suspension from the school that exceeds ten (10) school days to be considered for readmission on appeal of the pupil's parent or guardian.

2. A readmission procedure for pupils who are in kindergarten through fourth grade (K-4) and who are expelled from or subject to alternative reassignment at the school to be considered for readmission on appeal of the pupil's parent or guardian at least twenty (20) school days after the effective date of the expulsion or alternative reassignment.

A school district or charter school is exempt from having to meet the prescribed criteria for the suspension of a student in kindergarten (K) or the first through fourth (1st – 4th) grades if either:

A. Expulsion is required pursuant to A.R.S. [15-841\(G\)](#) due to a student's possession of a firearm at school.

B. The suspension does not exceed two (2) days and the aggregate suspensions for the pupil do not exceed ten (10) days within a school year.

"Aggravating circumstances" means the pupil is engaged in persistent behavior that:

A. Has been documented by the school.

B. Prevents other students from learning or prevents the teacher from maintaining control of the classroom environment.

C. Is unresponsive to targeted interventions as documented through an established intervention process.

The principal of each school shall ensure that a copy of all rules pertaining to discipline, suspension, and expulsion of pupils are distributed to the parents of each pupil at the time the pupil is enrolled in school.

The principal of each school shall ensure that all rules pertaining to the discipline, suspension, and expulsion of pupils are communicated to students at the beginning of each school year, and to transfer students at the time of their enrollment in the school.

Information concerning a student's disciplinary record will be held in the strictest confidence.

Disciplinary actions taken will be recorded in an administrative log, and all types of suspensions or expulsions will be recorded in a separate file for each student.

Temporary Removal

Teachers are authorized to temporarily remove a student from a class. A teacher may temporarily remove a student to the principal, or to a person designated by the school administrator, in accord with:

- A. Rules established for the referral of students.
- B. The conditions of A.R.S. [15-841](#), when applicable.

The Superintendent shall establish such rules as are necessary to implement the temporary removal procedure.

Confinement

If confinement is authorized by the Governing Board, in accordance with A.R.S. [15-843](#), the Superintendent shall ensure that disciplinary policies involving the confinement of pupils left alone in an enclosed space shall include the following:

- A. A process for prior written parental notification that confinement may be used for disciplinary purposes that is included in the pupil's enrollment packet or admission form.
- B. A process for written parental consent before confinement is allowed for any pupil in the School District. The policies shall provide for an exemption to prior written parental consent if a school principal or teacher determines that the pupil poses imminent physical harm to self or others. The school principal or teacher shall make reasonable attempts to notify the pupil's parent or guardian in writing by the end of the same day that confinement was used.

Schools are not prohibited from adopting policies which include procedures for the reasonable use of physical force by certificated or support staff personnel in self-defense, defense of others and defense of property (A.R.S. [15-843](#), subsection b, paragraph 3.)

Threatened an Educational Institution

Threatened an educational institution means to interfere with or disrupt an educational institution as found in A.R.S. [15-841](#) and [13-2911](#). A student who is determined to have threatened an educational institution shall be expelled from school for at least one (1) year except that the District may modify this expulsion requirement for a pupil on a case-by-case basis and may reassign a pupil subject to expulsion to an alternative education program if the pupil participates in mediation, community service, restitution or other programs in which the pupil takes responsibility for the results of the threat. The District may require the student's parent(s) to participate in mediation, community service, restitution or other programs with the student as a condition to the reassignment of the pupil to an alternative education program.

Regulating Off-Campus Speech

While the District may regulate certain types of off-campus student speech, it must be mindful of student rights of expression under the First Amendment.

Circumstances that may implicate the District's off-campus regulatory interests include, but are not limited to:

- A. Serious or severe bullying or harassment targeting particular individuals.
- B. Threats aimed at teachers or other students.
- C. The failure to follow rules concerning:
 - 1. Lessons.
 - 2. The writing of papers.
 - 3. The use of computers.
 - 4. Participation in other online school activities.
- D. Breaches of school security devices.

The District may take affirmative steps to work with the student, short of discipline, to engage in future respectful and accountable digital citizenship.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[13-403](#) *et seq.*

[13-2911](#)

[13-3401](#)

[13-3411](#)

[15-105](#)

[15-341](#)

[15-342](#)

[15-841](#)

[15-842](#)

[15-843](#)

[15-844](#)

CROSS REF.:

[GBEB](#) - Staff Conduct

[JIC](#) - Student Conduct

[JKA](#) - Corporal Punishment

[JKD](#) - Student Suspension

[JKE](#) - Expulsion of Students

[JLDB](#) - Restraint and Seclusion

Compare Policy Advisory "JKD © STUDENT SUSPENSION" 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.

JKD © STUDENT SUSPENSION

A student may be removed from contact with other students as a temporary measure.

The authority to suspend a student for up to ten (10) days, after an informal hearing is held, rests with the Superintendent, principal, or other school officials granted this power by the Governing Board of the School District. If a danger to students or staff members is present, the Superintendent may immediately remove the student from school, with prior contact with the parents and with a notice and hearing following as soon as practicable. Each suspension shall be reported to the Governing Board, within five (5) days, by the person imposing it. [A.R.S. [15-843](#)]

In all cases, except summary suspension where a clear and present danger is evident, the student shall remain in school until applicable due process procedures are instituted. In *no* instance shall students be released early from school unless parents have been notified.

Suspension of pupils in a kindergarten program and grades one (1) through four (4) must comply with A.R.S. [15-843](#)(K), as follows:

Unless required by A.R.S. [15-841](#)(G), bringing a firearm to school, which may be modified on a case-by-case basis, a school district or charter school may out-of-school suspend or expel a pupil who is enrolled in kindergarten through fourth grade (K-4) only if all of the following apply:

- A. The pupil is seven (7) years of age or older.
- B. The pupil engaged in conduct on school grounds that meets one (1) of the following criteria:
 1. Involves the possession of a dangerous weapon without authorization from the school.
 2. Involves the possession, use or sale of a dangerous drug as defined in A.R.S. [13-3401](#) or a narcotic drug as defined in A.R.S. [13-3401](#) or a violation of A.R.S. [13-3411](#).
 3. Immediately endangers the health or safety of others.
 4. The pupil's behavior is determined by the School District Governing Board or Charter School Governing Body to qualify as aggravating circumstances and that all of the following apply:
 - a. The pupil is engaged in persistent behavior that has been documented by the school and that prevents other pupils from learning or prevents the teacher from maintaining control of the classroom environment.

b. The pupil's ongoing behavior is unresponsive to targeted interventions as documented through an established intervention process that includes consultation with a school counselor, school psychologist or other mental health professional or social worker if available within the School District or Charter School or through a state sponsored program.

c. The pupil's parent or guardian was notified and consulted about the ongoing behavior.

d. Before a long-term suspension or expulsion, the school provides the pupil with a disability screening and the screening finds that the behavioral issues were not the result of a disability.

C. Failing to remove the pupil from the school building would create a safety threat that cannot otherwise reasonably be addressed or qualifies as "aggravating circumstances."

D. Before suspending or expelling the pupil, the School District or Charter School considers and, if feasible while maintaining the health and safety of others, in consultation with the pupil's parent or guardian to the extent possible, employs alternative behavioral and disciplinary interventions that are available to the School District or Charter School, that are appropriate to the circumstances and that are considerate of health and safety.

The School District or Charter School shall document the alternative behavioral and disciplinary interventions it considers and employs.

E. The School District or Charter School, by policy, provides for both:

1. A readmission procedure for pupils who are in kindergarten through fourth grade (K-4) and who have served at least five (5) school days of a suspension from the school that exceeds ten (10) school days to be considered for readmission on appeal of the pupil's parent or guardian.

2. A readmission procedure for pupils who are in kindergarten through fourth grade (K-4) and who are expelled from or subject to alternative reassignment at the school to be considered for readmission on appeal of the pupil's parent or guardian at least twenty (20) school days after the effective date of the expulsion or alternative reassignment.

"A school district or charter school is exempt from having to meet the prescribed criteria for the suspension of a student in kindergarten (K) or the first through fourth (1st – 4th) grades if either:

A. Expulsion is required pursuant to A.R.S. [15-841\(G\)](#) due to a student's possession of a firearm at school.

B. The suspension does not exceed two (2) days and the aggregate suspensions for the pupil do not exceed ten (10) days within a school year.

"Aggravating circumstances" means the pupil is engaged in persistent behavior that:

A. Has been documented by the school.

B. Prevents other students from learning or prevents the teacher from maintaining control of the classroom environment.

C. Is unresponsive to targeted interventions as documented through an established intervention process.

The Superintendent may designate a hearing officer for suspension hearings.

Regular Education Students

Suspension for ten days or less:

A. *Step 1:* The student will receive notice, written or oral, of the reason for suspension and the evidence the school authorities have of the alleged misconduct.

1. After having received notice, the student will be asked for an explanation of the situation.
2. The authorized District personnel shall make reasonable efforts to verify facts and statements prior to making a judgment.

B. *Step 2:* Following Step 1:

1. Provided that a written record of the action taken is kept on file, authorized District personnel may:

- a. Suspend the student for up to ten (10) days.
- b. Choose other disciplinary alternatives.
- c. Exonerate the student.

d. Suspend the student for ten (10) days pending a recommendation that the student be given a long-term suspension or expulsion or both.

2. When suspension is involved:

- a. A parent must be notified before the student is allowed to leave campus. If no parent contact can be made, the student may be isolated until dismissal time and then given a written message to the parents.
- b. A letter to the parents will be written within a reasonable time to explain the terms (including the possibility that a long-term suspension and/or expulsion is being recommended) and reasons for the suspension and to request a meeting to solicit their help.

3. No appeal is available from a short-term suspension.

Suspension for over ten days:

A. *Step 3:* If the offense is one that could result in a suspension of over ten (10) days, in addition to Step 1 and Step 2 a formal hearing will be arranged and conducted by a hearing officer or by the Superintendent.

B. *Step 4:* A formal letter to the responsible parent or guardian will be mailed by certified mail with return receipt requested or delivered by hand (with an adult witness present) at least five (5) working days prior to the formal hearing. A copy of this letter will remain on file, and the letter should contain the following information:

1. The charges and the rule or regulation violated.
2. The extent of the punishment to be considered.

3. The date, time, and place of the formal hearing.
4. A designation of the District's witnesses.
5. That the student may present witnesses.
6. That the student may be represented by counsel at student's expense.
7. If a hearing officer has been designated, the name of the hearing officer.

C. *Step 5:* A formal hearing will be held, during which the student will be informed of the following:

1. Nothing in these procedures shall be construed to prevent the students who are subject to the action and their parents or legal guardians and legal counsel from attending any executive (closed) session pertaining to the proposed disciplinary action, or from having access to the minutes and testimony of such session or from recording such a session at the parent's or legal guardian's expense.
2. The student is entitled to a statement of the charges and the rule or regulation violated.
3. The student may be represented by counsel, without bias to the student.
4. The student may present witnesses.
5. The student or counsel may cross-examine witnesses presented by the District.
6. The burden of proof of the offense lies with the District.
7. Either the hearing must be recorded on tape or an official record must be kept in some other appropriate manner. In addition, parents are to be allowed to tape-record the hearing at their own expense.
8. The District has the right to cross-examine witnesses, and may be represented by an attorney.

D. *Step 6:* The decision and appeal procedure, if applicable, upon the conclusion of the hearing will be as follows:

1. Upon the conclusion of a hearing by a hearing officer in which a decision of long-term suspension is made, the decision may be appealed to the Board. To arrange such an appeal, the parent(s) of the suspended student or the student must deliver to the Superintendent a letter directed to the Board within five (5) days after receiving written notice of the long-term suspension. The letter must describe in detail any objections to the hearing or the decision rendered.
2. The appeal to the Board will be on the record of the hearing held by the hearing officer. If the Board determines that the student was not afforded due process rights or that this policy was not followed in all substantive respects, the student shall be given another hearing. If the Board determines that the punishment was not reasonable, they may modify the punishment.
3. The decision of the Board is final.

Special Education Students

Suspension for ten days or less. Short-term suspension (ten [10] days or less) may be used for special education students for disciplinary reasons on the same basis as for a regular education student. (It is not considered a change of placement.)

A. *Step 1:* The student will receive notice, written or oral, of the reason for suspension and the evidence the school authorities have of the alleged misconduct.

1. After having received notice, the student will be asked for an explanation of the situation.
2. The authorized District personnel involved shall make reasonable efforts to verify facts and statements prior to making a judgment.

B. *Step 2:* Following Step 1:

1. Provided that a written record of the action taken is kept on file, authorized District personnel may:
 - a. Suspend the student for up to ten (10) days.
 - b. Choose other disciplinary alternatives.
 - c. Exonerate the student.
 - d. Suspend the student for ten (10) days pending a recommendation that the student be given a long-term suspension or expulsion or both.
2. When suspension is involved:
 - a. A parent must be notified before the student is allowed to leave campus. If no parent contact can be made, the student may be isolated until dismissal time and then given a written message to the parents.
 - b. A letter to the parents will be written within a reasonable time to explain the terms (including the possibility that a long-term suspension and/or expulsion is being recommended) and reasons for the suspension and to request a meeting to solicit their help.
3. No appeal is available from a short-term suspension.

Suspension for over ten days

If a special education student is recommended for a suspension of more than ten (10) days during the school year (a possible change in placement), a manifestation determination conference must be held.

A. *Step 3:* A recommended suspension of a special education student for more than ten (10) consecutive days, or a series of suspensions totaling more than ten (10) days, may constitute a change of placement and shall require a manifestation determination conference. Such a conference shall be for the purpose of determining whether or not the offense is a manifestation of the student's disability.

B. *Step 4:* If the offense is not a manifestation of the disability of the student, the student may be suspended by following the District policies for students in general, provided that educational services are continued during the period of disciplinary removal for a student with a disability qualified under the Individuals with Disabilities Education Act (IDEA). A

student with a disability qualified for educational services under the Americans with Disabilities Act or Section 504 of the Rehabilitation Act of 1973, and not qualified under IDEA, may be suspended or expelled from school, and educational services may be ceased, if nondisabled students in similar circumstances do not continue to receive educational services.

C. *Step 5*: If the behaviors are a manifestation of the disability of the student, the District may not extend the suspension of the student beyond the initial ten (10) school days.

An exception to the above allows for an IDEA qualified student to be given a change in placement to an interim alternative educational setting for not more than forty-five (45) days, in accord with federal law and regulation, if the removal is for IDEA defined drug or weapons offenses or is based upon a due process hearing officer's determination that injury to the child or another is substantially likely if current placement is maintained.

Any interim alternative educational setting must be selected so as to enable the child to continue to progress in the general curriculum, although in another setting, and to continue to receive those services and modifications, including those described in the child's current IEP; and include services and modifications which are designed to prevent the behaviors for which the placement was made from recurring. (*Caution*: refer to IDEA statutes and regulations before implementing the exception.)

Alternative to Suspension

Students meeting the following requirements may participate in an alternative to suspension program described below at the determination of the Superintendent:

A. Suspension from school has been determined as the punishment for an offense and any appeal has been denied.

B. The immediate suspension was not due to:

1. Fighting or engaging in violent behavior
2. Threatening an educational institution
3. Selling, using or possessing weapons, firearms, explosives, or dangerous instruments
4. Making a bomb threat
5. Engaging in arson

C. The student has not served more than one (1) short-term suspension or alternative to suspension of ten (10) days or less during the current academic year.

D. The student has admitted to or taken responsibility for the act upon which suspension was imposed in a written statement signed by the student and attested to by the student's parent or guardian.

E. The student and parent or guardian has received a written admonition that the suspension as originally determined will be imposed summarily and in its entirety should the student violate the conditions or requirements of the Alternative to Suspension Program. (*Note*: Follow appropriate dismissal procedures.)

F. Parent(s) or guardian(s) shall agree to participate by:

1. Providing transportation as necessary to and from the program location.
2. Furnishing meals prepackaged or purchasing same for the student.
3. Establishing and monitoring in consultation with the school a supervisory routine limiting the student's contact to that which is necessary with other students and friends during the program.

The Alternative to Suspension Program is to be one of social isolation. It shall be discipline intensive, requiring academic work and as determined may involve community service, groundskeeping, and litter control. Parents will participate by providing support and supervision.

- A. Students will be isolated from others by means of barriers or distance at a location determined by the District. No participation in any school sponsored activity will be permitted during the program.
- B. Communication by students with others will be limited to adult District staff or as directed by the adult supervisor on duty.
- C. Ordered study time will be established for each student consistent with the number of classes in which the student is enrolled, divided proportionately through the academic day.
- D. Students are confined to their assigned areas and seats except as designated by the supervisor. All personal maintenance will be planned and approved by the supervisor.
- E. Students are to bring all books, workbooks, paper and necessary instruments for each class in which they are enrolled to the program daily and take the same material home each day of the program.
- F. Protocols for implementation of the Alternative to Suspension Program following the requirements above may be established by the administrator at each location.

Procedures and Conditions for Readmission of Students Suspended for More Than Ten Days

Early readmission procedures

The Superintendent may authorize early readmission of a student suspended for more than ten (10) days. The student shall be considered for readmission only upon completion of the major portion of the suspension (usually one [1] day more than half [1/2] with consideration for the grading period or academic division as necessary). The following conditions must be met:

- A. A written request must be submitted to the Superintendent on behalf of the student by the student's parent or guardian asking for readmission and requesting a meeting to determine any requirements.
- B. Accompanying the written request shall be a summary of the student's activities and accomplishments during the suspension period written and signed by the student and signed and attested to by the parent or guardian. (Parents of elementary grade students may prepare the summary.)
- C. The request shall include a signed statement from local law enforcement officials that there have been no infractions of local or state codes for which the student could have

been charged during the period of the suspension.

D. At the time of the meeting to review the request the student may be required to explain the incident or incidents leading up to the suspension.

E. The determination to allow readmission may be based on, but not limited to, the following elements:

1. The age of the student.
2. The frequency, type, and relative magnitude of previous misbehavior by the student.
3. The relative severity of the event(s).
4. Whether the student's behavior violated civil or criminal laws.
5. The degree to which the incident(s) interfered with the educational process.
6. The extent to which the event created endangerment to the student, others or property.
7. Special intellectual, psychological, emotional, environmental and physical characteristics of the student.
8. The student's attitude concerning the event(s).
9. The expressed intent concerning the student's future behavior.

F. Should early readmission be granted, the student, with parent or guardian affirmation, shall agree to the following conditions:

1. Regular attendance—no unexcused absences.
2. No violation of school rules or policies.
3. Attendance at after school events for the remaining term of suspension only with prior approval of the administration.
4. Completion of all class tasks in timely fashion, as directed.
5. Student will receive supervision before and after school by parental arrangement, travel directly to school and from school, and report immediately to a supervisor for the balance of the term of the suspension.

G. The student and parent or guardian shall receive a written admonition that failure in the conditions required for early readmission will mean summary imposition of the remainder of the suspension, and additional punishment if indicated by the disciplinary policies and procedures of the District.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[13-3401](#)

[13-3411](#)

[15-342](#)

[15-766](#)

[15-767](#)

[15-841](#)

[15-842](#)

[15-843](#)

A.A.C.

[R7-2-401](#)

[R7-2-405](#)

A.G.O.

I78-103

I78-218

I80-055

I84-036

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

20 U.S.C. 7151 *et seq.*, The Gun-Free School Act of 1990

29 U.S.C. 794 Rehabilitation Act of 1973, (Section 504)

CROSS REF.:

[IHB](#) - Special Instructional Programs

[JK](#) - Student Discipline

[JR](#) - Student Records

Compare Policy Advisory "JKE © EXPULSION OF STUDENTS" 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.

JKE © EXPULSION OF STUDENTS

A recommendation to expel shall be by the Superintendent. The authority to expel rests only with the Board. All expulsions requested shall have supporting data indicating the required due process procedure provided at the time of recommendation.

Expulsion of pupils in a kindergarten program and grades one (1) through four (4) must comply with A.R.S. [15-843](#)(K), as follows:

Unless required by A.R.S. [15-841](#)(G), bringing a firearm to school, which may be modified on a case-by-case basis, a school district or charter school may out-of-school suspend or expel a pupil who is enrolled in kindergarten through fourth grade (K-4) only if all of the following apply:

- A. The pupil is seven (7) years of age or older.
- B. The pupil engaged in conduct on school grounds that meets one (1) of the following criteria:
 1. Involves the possession of a dangerous weapon without authorization from the school.
 2. Involves the possession, use or sale of a dangerous drug as defined in A.R.S. [13-3401](#) or a narcotic drug as defined in A.R.S. [13-3401](#) or a violation of A.R.S. [13-3411](#).
 3. Immediately endangers the health or safety of others.
 4. The pupil's behavior is determined by the School District Governing Board or Charter School Governing Body to qualify as aggravating circumstances and that all of the following apply:
 - a. The pupil is engaged in persistent behavior that has been documented by the school and that prevents other pupils from learning or prevents the teacher from maintaining control of the classroom environment.
 - b. The pupil's ongoing behavior is unresponsive to targeted interventions as documented through an established intervention process that includes consultation with a school counselor, school psychologist or other mental health professional or social worker if available within the School District or Charter School or through a state sponsored program.
 - c. The pupil's parent or guardian was notified and consulted about the ongoing behavior.
 - d. Before a long-term suspension or expulsion, the school provides the pupil with a disability screening and the screening finds that the behavioral issues

were not the result of a disability.

C. Failing to remove the pupil from the school building would create a safety threat that cannot otherwise reasonably be addressed or qualifies as “aggravating circumstances.”

D. Before suspending or expelling the pupil, the School District or Charter School considers and, if feasible while maintaining the health and safety of others, in consultation with the pupil’s parent or guardian to the extent possible, employs alternative behavioral and disciplinary interventions that are available to the School District or Charter School, that are appropriate to the circumstances and that are considerate of health and safety.

The School District or Charter School shall document the alternative behavioral and disciplinary interventions it considers and employs.

E. The School District or Charter School, by policy, provides for both:

1. A readmission procedure for pupils who are in kindergarten through fourth grade (K-4) and who have served at least five (5) school days of a suspension from the school that exceeds ten (10) school days to be considered for readmission on appeal of the pupil's parent or guardian.

2. A readmission procedure for pupils who are in kindergarten through fourth grade (K-4) and who are expelled from or subject to alternative reassignment at the school to be considered for readmission on appeal of the pupil's parent or guardian at least twenty (20) school days after the effective date of the expulsion or alternative reassignment.

A school district or charter school is exempt from having to meet the prescribed criteria for the suspension of a student in kindergarten (K) or the first through fourth (1st – 4th) grades if either:

A. Expulsion is required pursuant to A.R.S. 15-841(G) due to a student’s possession of a firearm at school.

B. The suspension does not exceed two (2) days and the aggregate suspensions for the pupil do not exceed ten (10) days within a school year.

“Aggravating circumstances” means the pupil is engaged in persistent behavior that:

A. has been documented by the school.

B. prevents other students from learning or prevents the teacher from maintaining control of the classroom environment.

C. is unresponsive to targeted interventions as documented through an established intervention process.

The Governing Board (**Option A:** will decide in executive session whether the Board will conduct an expulsion hearing or designate one (1) or more hearing officers to hear the evidence) **OR (Option B:** directs all expulsions hearings to be conducted by a hearing officer selected from a list of hearing officers approved by the Board).

Expulsion

Regular Education Students

Expulsion is the permanent exclusion of a student from school and school activities, unless the Governing Board reinstates the student's privileges to attend school.

A. *Step 1*: Each recommendation for expulsion shall be delivered to the Superintendent. A recommendation for expulsion may be made before, after or in conjunction with a long-term suspension hearing, if one is to be held.

B. *Step 2*: If the Superintendent concurs with the recommendation, the Superintendent shall (**Option A**: present the recommendation to the Governing Board) **OR** (**Option B**: present the recommendation for expulsion to a hearing officer selected from a list of hearing officers approved by the Board).

C. *Step 3*: In each case in which a recommendation for expulsion receives approval by the Superintendent, (*and the Board has not determined that all expulsion hearings are to be conducted by a hearing officer*), the Governing Board will meet in executive session:

1. to determine whether the nature of the accusations against the student justify an expulsion hearing,
2. to determine whether the hearing will be held before the Governing Board or before a hearing officer,
3. to designate a hearing officer if one will be used, and
4. if the hearing will be conducted by the Governing Board to determine whether the hearing will be conducted in executive session. Under normal circumstances, the Governing Board will not review any documents or other pertinent evidence during the initial executive session.

D. *Step 4*: The expulsion hearing should be scheduled so it may be resolved, if reasonably possible, during the period of any suspension.

E. *Step 5*: A formal letter to the responsible parent or guardian will be mailed by certified mail with return receipt requested or delivered by hand (with an adult witness present) at least five (5) working days prior to the formal hearing. A copy of this letter will remain on file, and the letter should contain:

1. A statement of the charges and the rule or regulation violated.
2. The extent of the punishment to be considered.
3. The date, time, and place of the formal hearing.
4. A designation of the District's witnesses.
5. That the student may present witnesses.
6. That the student may be represented by counsel at the student's expense.
7. If a hearing officer has been appointed, the name of the hearing officer and how the hearing officer may be contacted, or a statement that the Governing Board will preside at the hearing.
8. Copies of this policy and A.R.S. [15-840](#) and [15-843](#) unless previously provided in connection with the same infraction.

F. *Step 6*: The parent, guardian or emancipated student shall be informed of the following:

1. Nothing in these procedures shall be construed to prevent the students who are subject to the action and their parents or legal guardians and legal counsel from attending any executive (closed) session pertaining to the proposed disciplinary action, or from having access to the minutes and testimony of such session or from recording such a session at the parent's or legal guardian's expense.
2. The student is entitled to a statement of the charges and the rule or regulation violated.
3. The student may be represented by counsel, without bias to the student.
4. The student may present witnesses.
5. The student or counsel may cross-examine witnesses presented by the District.
6. The burden of proof of the offense lies with the District.
7. Either the hearing must be recorded on tape or an official record must be kept in some other appropriate manner. In addition, parents are to be allowed to tape-record the hearing at their own expense.
8. The District has the right to cross-examine witnesses, and may be represented by an attorney.
9. If the hearing is held before a hearing officer, the hearing will be conducted in private with the attendance of only the hearing officer, administrative representatives, the student and parent(s), counsel for the parties, and witnesses necessary to the proceedings, unless the parent(s), guardian(s) or emancipated student requests in writing that the hearing be open to public attendance.
10. If the hearing is held before the Governing Board the Board will conduct the hearing in executive session with the attendance of only the hearing officer, administrative representatives, the student and parent(s), counsel for the parties, and witnesses necessary to the proceedings, unless the parent(s), guardian(s) or emancipated student requests in writing that the hearing be open to public attendance.

G. *Step 7*: A formal hearing will be held:

~~4. When~~ When a parent or legal guardian has disagreed that the hearing should be held in executive (closed) session, it shall be held in an open meeting unless:

- a. If only one (1) student is subject to the proposed action, and disagreement exists between that student's parents or legal guardians, then the Board (hearing officer), after consultation with the student's parents or legal guardians, shall decide in executive (closed) session whether the hearing will be in executive (closed) session.
- b. If more than one (1) student is subject to the proposed action and disagreement exists between the parents of different students, then separate hearings shall be held subject to the provisions of A.R.S. [15-843](#).

H. *Step 8*: The decision and appeal procedure, if applicable, upon the conclusion of the hearing will be as follows:

1. Upon conclusion of a hearing conducted by a hearing officer, if a recommendation for expulsion is made, the decision may be appealed to the Board at the time the Board considers the recommendation. A formal letter to the responsible parent or guardian will be mailed by certified mail with return receipt requested or delivered by hand (with an adult witness present) indicating the recommendation that will be made to the Board. A copy of this letter will remain on file, and the letter should explain:

- a. The time and place of the Board meeting at which the recommendation will be made.
- b. That the recommendation may be appealed at the time the recommendation is made to the Board.
- c. That the appeal shall be in writing delivered to the Superintendent prior to the time of the Board meeting.
- d. That the written appeal shall indicate a spokesperson on behalf of the student.
- e. That the spokesperson will be given time to speak to the Board on appeal.
- f. The Board may accept the hearing officer's recommendation or reject the recommendation and impose a different disciplinary action including assignment to an alternative educational program. The Board may grant a new hearing, take the matter under advisement, or take any further action deemed necessary. If the Board decides to expel the student the expulsion shall become effective the day after the Board's decision. The decision of the Board is final.

2. Upon conclusion of a hearing on expulsion conducted by the Board, the decision of the Board is final.

Special Education Students

A student qualified under the Individuals with Disabilities Education Act (IDEA) as revised in 2004 may not be expelled from school, unless as a result of a manifestation determination it has been determined that the student's behavior is unrelated to the child's disability. The manifestation determination must be held within ten (10) school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct. In compliance with federal law and regulation, the student may be given a change in placement in lieu of expulsion. Expulsion may not result in termination of educational services for a student qualified under the Individuals with Disabilities Education Act. The individualized education program (IEP) team generally determines a change in placement of an IDEA qualified student. During any change in placement the school must provide services to the extent necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's individualized education programs.

A student with a disability qualified under the Americans with Disabilities Act or Section 504 of the Rehabilitation Act of 1973 and not qualified under the Individuals with Disabilities Education Act as revised in 2004, may be suspended or expelled from school and education services may be ceased, if nondisabled students in similar circumstances do not continue to receive education services.

Readmittance procedure:

A. A student expelled from the District may request readmittance by making a written application to the Board. Readmission is at the discretion of the Governing Board. In addition, it is the prerogative of the Board to stipulate appropriate conditions for readmittance. The application for readmittance shall occur no less than nine (9) months after the date of the expulsion; however, the student may not be readmitted until at least two (2) complete semesters have passed (the remainder of the semester in which the violation has occurred and two [2] additional semesters). The application must:

1. Be written and be directed to the attention of the Governing Board.
2. Contain all information that the student and parent(s) consider relevant to the Governing Board's determination as to whether or not to readmit the student. This should include information indicating:
 - a. An appreciation by the student of the severity and inappropriateness of the student's prior misconduct.
 - b. That such misconduct or similar misconduct will not be repeated.
 - c. A description of the student's activities since the expulsion.
 - d. Support of the student's application for readmission.
3. Be filed in the Superintendent's office.

B. The Governing Board shall meet in executive session to consider an initial application for readmission. The student and parents have the right to be present in the executive session but do not have the right to make a presentation or address the Governing Board unless they are asked to do so by the Governing Board. For this reason, it is important that the application for readmission contain all information that the Governing Board may deem important in determining whether to readmit the student. The Governing Board, in its sole discretion, shall determine whether the student should be readmitted, and, if so, under what restrictions and conditions. The burden is on the student and parent(s) to convince the Governing Board that readmission is appropriate considering the interests of the expelled student, the District, and the interests of the other students and staff members. The Governing Board's decision is final.

C. A student may file more than one (1) application for readmission. Applications subsequent to an initial application, however, may not be filed more frequently than every ninety (90) days, and the Governing Board shall meet to discuss and consider the application only if at least two (2) members of the Governing Board ask that the matter be placed on an agenda for discussion in executive session.

Readmittance conditions

As a condition for readmission from an expulsion, the student, with parent(s) or guardian affirmation, shall agree to the following conditions:

- A. Regular attendance – no unexcused absence.
- B. No violation of school rules or policies.
- C. Completion of all classroom tasks in a timely fashion, as directed.
- D. Depending upon the nature of the original violation for which the expulsion was provided, the student may be limited as to attendance or participation in after school

activities, school sports, and extracurricular events or activities.

A student allowed readmission following expulsion shall receive a written admonition that the original expulsion will be summarily reinstated should the student commit a violation of the conditions for readmission or a criminal or civil violation reflecting on the school order.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[13-3401](#)

[13-3411](#)

[15-342](#)

[15-766](#)

[15-767](#)

[15-841](#)

[15-842](#)

[15-843](#)

A.A.C.

[R7-2-401](#)

[R7-2-405](#)

A.G.O.

I78-103

I78-218

I80-055

I84-036

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

20 U.S.C. 7151 *et seq.*, The Gun-Free School Act of 1990

29 U.S.C. 794 Rehabilitation Act of 1973, (Section 504)

CROSS REF.:

[IHB](#) - Special Instructional Programs

[JK](#) - Student Discipline

[JR](#) - Student Records

Compare Policy Advisory "JLH © MISSING STUDENTS" 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.

JLH © MISSING STUDENTS

Following proper notification, the records of each missing child will be flagged with a red sticker in the upper-right-hand corner of the cumulative folder. When records are requested for missing children, the local law enforcement agency will be notified and no records will be sent.

The parent or surrogate of each new enrollee in the school, except homeless students, will be asked to produce one (1) of the following proofs:

- ~~A.~~ **A** certified copy of the child's birth certificate.
- ~~Other B.~~ **Other** reliable proof of the student's identity and age, including the student's baptismal certificate, ~~an application~~ **an application** for a Social Security number, or original school registration ~~records and an affidavit explaining the inability~~ **records and an affidavit explaining the inability** to provide a copy of the birth certificate.
- ~~A C.~~ **A** letter from the authorized representative of an agency having custody of the student (pursuant to statute) ~~certifying~~ **certifying** that the student has been placed in the custody of the agency as prescribed by law.

The parent or surrogate will be given thirty (30) days to provide documentation requested as listed above. If documentation is not provided, a second (2nd) letter will be sent to notify the parent or guardian that unless the documentation is provided within ten (10) days, the local law enforcement agency will be notified.

Nothing contained in this policy shall authorize the school to disclose to any person a student's educational record without prior parental consent unless the school makes a determination that disclosure of such records is necessary to protect the health and safety of the student.

Within ~~five-ten~~ **(510)** days after enrolling a transfer student from a public school or from a private school, the school will request, directly from the previous school, a certified copy of the student's record. When records are requested by another school, within ten (10) days the school will comply with the request unless the record has been flagged pursuant to A.R.S. [15-829](#) ~~or~~ **or** the request does not conform to the requirements related to proper release of records by an emancipated student or a parent or guardian.

For purposes of this policy:

- ~~Flag A.~~ **Flag** means to mark or identify as pertaining to a missing child, or an indication identifying an item ~~as pertaining as~~ **as pertaining** to a missing child.
- ~~B.~~ **Missing child** ~~child~~ means a person who is under the age of eighteen (18) years, whose temporary or ~~permanent residence~~ **permanent residence** is in this state or is believed to be in this state, whose location has not been determined, and ~~who has~~ **who has** been reported as missing to a law enforcement agency.

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

LEGAL REF.:

A.R.S.

[13-3620](#)

[15-824](#)

[15-828](#)

[15-829](#)

[32-1472](#)

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.:

[JF](#) - Student Admissions

[JFAB](#) - Admission of Nonresident Students

[JR](#) - Student Records

[JRCA](#) - Request for Transfer of Records

Compare Policy Advisory "JRCA-R ©" to Policy in Manual *Click on the changed parts for a detailed description. Use the left and right arrow keys to walkthrough the last modifications.*

JRCA-R © REGULATION

REQUEST FOR TRANSFER OF RECORDS

Requesting Records of Transfer Students

Upon enrollment of a transfer student from a private school or from another public school, the principal shall request that the student's parent or guardian (or an emancipated student) authorize consent for the request for the student's education records on form JR-ED.

Within ~~Five (5)~~ **ten (10)** school days after enrolling a transfer student from a private school or ~~from~~ **from** another ~~public~~ **public** school, the principal shall request, directly from the student's previous school, a certified copy of the student's record.

Responding to ~~Requests~~ **Requests** for Student Records

Upon receiving a request for the records of a student who has withdrawn from school, the principal shall comply and forward the record within ten (10) days after receipt of the request, unless:

- A. The record has been flagged pursuant to A.R.S. **15-829**, in which case the record shall not be forwarded and law enforcement officials shall be notified.
- B. The request does not conform to the requirements related to proper release of records by an emancipated student or parent.

~~Until June 30, 2018 or extension by the Arizona legislature, if a pupil is enrolled in a school district and that pupil also participates in Arizona online instruction, the pupil's school shall release a copy of the pupil's transcript to the online course provider within ten (10) days after a valid request to release the pupil's transcript. If the online course provider does not receive the pupil's transcript, after ten (10) days the online course provider shall notify the pupil's School District that the online course provider has not received the transcript and the pupil's transcript shall be released to the online course provider within ten (10) days. Non-compliance may result in a penalty assessed for each day of violation per A.R.S. 15-701.01. The penalty prescribed immediately above does not apply to requests that would violate the Family Educational Rights and Privacy Act of 1974 (20 United States Code section 1232g).~~

OSBORN SCHOOL DISTRICT NO. 8

November 21, 2023

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

Set date for January Organizational Meeting

For Board: Action Discussion Information

Background –

With potential approval of 2nd reading of Policy BDA—Board Organizational Meeting, the requirement for the first meeting of the board in a calendar year for reorganization would extend to having the entire month of January to accomplish this task. Normally our Organizational Meeting and Approval of Annual Calendar are accomplished the first Thursday in January during a Work Study Session of the Governing Board.

The approved 2023-2024 school year calendar has a return to school date of Monday, January 8, 2024. We are seeking to make the first meeting of the 2024 calendar year a Regular Meeting to be held Tuesday, January 16, 2024. The meeting would be called to order with an immediate Action Item for Reorganization of the Board (election of President or Clerk). The elected President of that meeting would then proceed to the election of a Clerk and then progress through the proceedings of the Regular Meeting, beginning with a school presentation and Superintendent Celebrations. During the Action Items of the Regular Meeting, the proposed calendar of meetings for 2024 would be discussed and voted on.

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 Date for Organizational Meeting on January 16, 2024

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

November 21, 2023

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. Interest in attending [ASBA/ASA Annual Conference](#), Dec. 6-8, 2023
- B. [NSBA Annual Conference](#) in New Orleans April 6-8, 2024 advance early bird thru Dec 8
- C. Discussion of Culturally Responsive Teaching and the Brain, Chapters 3 and 4.
 - a. How do the discussions of neuroscience affect how you as a Board member think about the work you do in supporting culturally responsive classrooms in Osborn School District?
 - b. How do the processes of emotional self-management (pages 66-69) assist you as a culturally responsive Board Member in discussions of creating environments of emotional safety and high academic rigor for students, parents, staff, and administrators in Osborn?

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
November 21, 2023
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

November 21, 2023

Board Meeting

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

Agenda Item Number – XI

Agenda Item

Future Agenda Items

For Board: Action Discussion Information

Future

Mrs. Ramos

- Referring to student absence reports, would like to know actions the district is taking to prevent absences- reaching out to parents etc. **(11-14-23 Superintendent Update to the Board)**
- Expansion of new teacher support program –possible discussion at future Work Study **(11-14-23 Superintendent Update to the Board)**

Mrs. Greenberg

- Noting higher absence rates for teachers on Mondays and Fridays would like to consider a higher rate of pay for subs on those days **(11-14-23 Superintendent Update to the Board)**

Agenda Item Number – XII

Adjournment

Moved _____ Seconded _____ P/F