

OSBORN SCHOOL DISTRICT NO. 8
GOVERNING BOARD SPECIAL MEETING
December 26, 2023

Special Meeting – 11:00 .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 Governing Board will conduct its public meeting through technological access Governing Board members may participate in the public board meeting via telephone as authorized by A.R.S. Section 38-431(4). Members of the public may attend by calling the following number (US) +1 219-306-8871 PIN: 182 203 812#or viewing in a Google Meets <https://meet.google.com/srj-wyeo-cbt> if you have an Osborn Google account. If you do not have an Osborn account and would like to receive an invitation to join the Google Meets please email your request to mrobert@osbornsd.org by 12:00 pm December 25, 2023.

AGENDA

Agendas are available at least 24 hours prior to each meeting in the District Office at 1226 E. 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 ARS 38-431.03(A)(3). Accommodations for individuals with disabilities, including alternative format materials, sign language interpretation, and assistive listening devices are available upon 72 hours' advance notice through the Office of the Superintendent 602-707-2002. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request.

I. Call to Order

II. Action Items

- A. Approval of ASU, College of Health Solutions, Affiliation Agreement
- B. Approval of MOA with The National Institute for Excellence in Teaching (NIET) with respect to Arizona Prioritizing Recruitment/Retention and Induction to Maximize Equity (AZ PRIME)
- C. Approval to waive policy BGB allowing for policy adoption at a single meeting.
- D. Approval of Recommended Revisions to ASBA Policies:
 - JFB Open Enrollment
 - JFB-RA Open Enrollment
 - JFB-RB Open Enrollment

Discussion/Information Items

III. Adjournment

OSBORN SCHOOL DISTRICT NO. 8
December 26, 2023
Special Board Meeting

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

Agenda Item Number – II-A

Agenda Item

Approval of ASU, College of Health Solutions, Affiliation Agreement

For Board: Action Discussion Information

Background –

Osborn School District was previously affiliated with the Arizona State University, College of Health Solutions (CHS), however, our affiliation expired in 2021. Osborn has previously hosted Speech Language Pathology and SLP Assistant students and ASU CHS at least one student seeking placement at Osborn this coming Spring 2024 semester beginning on 1/8/2024.

Osborn School District is currently affiliated with ASU’s Mary Lou Fulton Teacher’s College (I have attached the active agreement here), so rather than executing a new agreement, CHS would like to amend the current agreement to cover the university as a whole rather than just one specific college. This way, CHS students can participate as well.

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 Affiliation Agreement with ASU, College of Health Solutions.

Moved _____ Seconded _____ P/F



ADDENDUM to STUDENT PLACEMENT AGREEMENT

ADDENDUM

This Addendum to the Student Placement Agreement between the Arizona Board of Regents for and on behalf of Arizona State University (the “University”) and its Mary Lou Fulton Teachers College _____ and **Osborn School District** _____ (“Facility”) is effective **immediately- December 12, 2023**_____.

The following sections of the Student Placement Agreement are modified or added as follows:

Agreement section:	Modifications/additions to section of Agreement:
UNIVERSITY	Converting existing __MLFTC__ agreement to a University-wide one REPLACE WITH: Arizona State University 300 E. University Drive Tempe, AZ 85287-7805

SIGNATURES

FACILITY

By: _____

Printed: _____

Title: _____

UNIVERSITY

By: _____

Printed: Nancy Gonzales

Title: Executive VP and University Provost

FACILITY

By: _____

Printed: _____

Title: _____

UNIVERSITY

By: _____

Printed: _____

Title: _____

Agreement Details

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

SPONSOR DETAILS				ASU DETAILS	
Sponsor Name:	Osborn School District			College/School or ASU:	Mary Lou Fulton Teachers College
Type of Agreement: <small>(check all that apply)</small>	<input checked="" type="checkbox"/> SPA	<input type="checkbox"/> Paid SPA	<input type="checkbox"/> Sponsor's Agrmt.	Program Name:	Office of Professional Experiences
Agreement Term: <small>(maximum 5-year period)</small>	Start Date: MM/DD/YYYY	08/04/2021	End Date: MM/DD/YYYY	Contact Name:	Nicole Thompson
Street Address 1:	1226 W Osborn Rd			Title:	Division Director
Street Address 2:				E-mail:	MLFTC-OPE@asu.edu
City/ST/ZIP:	Phoenix <small>City</small>	AZ <small>State</small>	85013 <small>ZIP</small>	TEL:	(602) 543-6311
URL:	https://www.osbornschools.org/			URL:	https://education.asu.edu/student-life/office-professional-experiences
Contact Name:	Michael Robert				
Title:	Superintendent				
E-mail:	mrobert@osbornsd.org				
TEL:	602-707-2002				

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

Educational Opportunity:	<p>Interns: Interns participate in a classroom under the direction of a mentor teacher who possesses a minimum of three years of teaching experience. Interns co-plan and co-teach lessons to individual students, small groups of students, and or the whole class under the direction of the intern mentor teacher.</p> <p>Teacher Candidates/Student Teachers: Teacher Candidates student teach under the direction of a certified, mentor teacher who possesses a minimum of three years of experience in the classroom. Teacher Candidates co-plan and co-teach lessons to individual student, small groups of students and the whole class under the direction of the mentor teacher.</p> <p>Principal Interns: Principal Interns participate in schools under the direction of the Mentor Principal who has a minimum of three years of full-time experience as a practicing certified principal. During the internships and under the direction of the Mentor Principal, the Principal Intern observes, participates in and leads activities, and completes assignments which allow for the Principal Intern's growth in mastering the administrative standards.</p> <p>University Service-Learning Program Interns: Students enrolled in the University Service-Learning Program will be able to apply knowledge and skills learned in the classroom to meaningful service in the community. The student will complete mandatory community service hours as required for their ASU USL course completing tasks as assigned by the community agency. A minimum of 60% of the students' hours must be completed in tasks directly serving a high needs population.</p> <p>BLE 580 Practicum: Students will complete a minimum of 45 (non-negotiable) hours across 6 weeks in a practicum setting. At least 30 hours must be in direct contact with English Language Learners (ELLs) engaging in activities directly related to learning English that are normally performed by an instructor. No more than 15 hours may be allotted for planning. Tasks should involve designing and implementing lessons and activities, researching literature related to the program, interviewing individuals (e.g., administrators, teachers, parents, students, community stakeholders, etc.) about the program, and developing materials and/or resources to meet the academic needs of the students and school.</p>
---------------------------------	--



STUDENT PLACEMENT AGREEMENT

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

Start Date: 08/04/2021

End Date: 07/15/2026

FACILITY: Osborn School District

UNIVERSITY: Mary Lou Fulton Teachers College

1226 W Osborn Rd

1050 S Forest Mall

Phoenix AZ 85013

Tempe AZ 85287

DocuSigned by:
Signed: Michael Robert
Printed: MICHAEL ROBERT
Title: Superintendent

DocuSigned by:
Signed: Carole Basile
Printed: CAROLE BASILE
Title: Dean

Signed: _____
Printed: _____
Title: _____

Signed: _____
Printed: _____
Title: _____

Signed: _____
Printed: _____
Title: _____

Signed: _____
Printed: _____
Title: _____

1. DURATION

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

Start Date: 08/04/2021

End Date: 07/15/2026

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

2. GENERAL TERMS

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

3. FACILITY'S OBLIGATIONS

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

4. UNIVERSITY'S OBLIGATIONS

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

5. UNIVERSITY AND STATE REQUIRED PROVISIONS

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

5. UNIVERSITY AND STATE REQUIRED PROVISIONS

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

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

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

6. MISCELLANEOUS

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

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

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

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

OSBORN SCHOOL DISTRICT NO. 8
December 26, 2023
Special Board Meeting

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

Agenda Item Number – II-B

Agenda Item

Approval of MOA with The National Institute for Excellence in Teaching (NIET) with respect to Arizona Prioritizing Recruitment/Retention and Induction to Maximize Equity (AZ PRIME)

For Board: Action Discussion Information

Background

Osborn School District is a district partner in the US DOE TSL grant entitled Arizona Prioritizing Recruitment/Retention and Induction to Maximize Equity (AZ PRIME). This multi-year grant brings in just over \$1,000,000 for the next 3 years to continue and expand the services, performance pay, and professional development with the NIET.

Included in this agenda item is the Memorandum of Agreement (MOA), approved by district counsel, along with budget Year 1 (which began October 1, 2023).

Legal

Budget Impact

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 MOA with National Institute for Excellence in Teaching for AZ PRIME grant.

Moved _____ Seconded _____ P/F

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (this “MOA” or this “Memorandum of Agreement”) is made and entered into on this 1st day of October, 2023 (“Effective Date”) by and between:

The National Institute for Excellence in Teaching, a nonprofit, public benefit corporation (“NIET”), with an office located at 7773 E. Doubletree Ranch Road, Suite 250, Scottsdale, AZ 85258

Osborn School District #8, an Arizona organization (“Partner”), with an office located at 1226 W. Osborn Road, Phoenix, AZ 85013

with respect to Arizona Prioritizing Recruitment/Retention and Induction to Maximize Equity (“AZ PRIME”), a discretionary federal grant from the U.S. Department of Education to NIET with the PR/Award number of S374A230045. NIET and Partner shall sometimes individually be referred to herein as a “Party,” and together shall sometimes collectively be referred to herein as the “Parties.”

WHEREAS, the Parties are currently collaborating on a Teacher and School Leader Incentive Program (“TSL”) grant along with multiple local education agencies in Arizona.

WHEREAS, the AZ PRIME grant was awarded to NIET as the direct recipient and the fiscal agent in respect of an application (the “AZ PRIME Application”) prepared by NIET in collaboration with Partner.

NOW THEREFORE, for the consideration provided for herein, the parties hereby agree to the following:

1. PARTNER RESPONSIBILITIES.

- a. **Programmatic Responsibilities.** Partner will ensure employees and administrators in targeted schools participate in the implementation of the TAP: The System for Teacher and Student Advancement (“TAP System”) in their entirety with the highest level of fidelity as determined by (i) the NIET Leadership Handbook, (ii) the NIET Teaching and Learning Standards Handbook, (iii) the TAP Implementation Manual; and (iv) training, guidance and feedback from NIET, including the following:
 - i. Implement the NIET Teaching and Learning Standards Rubric and the NIET Principal Standards Rubric system-wide.
 - ii. Arrange and assist administrators, mentor and master teachers to (i) attend all scheduled Educator Effectiveness and/or CORE trainings, (ii) ensure all continuing, and new teacher evaluators take the NIET Evaluator Recertification test through the Educator Effectiveness Preparation and Support System (“EE PASS”) and (iii) ensure all continuing and new school administrator evaluators take the NIET School Administrator Certification test through EE PASS.
 - iii. Schedule and assist with the annual School Review for all district schools implementing the TAP System, which measures both the qualitative and quantitative aspects of implementation. The onsite review is approximately four hours and is conducted by NIET and used for feedback and research purposes.

- iv. Arrange for each campus to subscribe to EE PASS to store and analyze teacher evaluation scores and administrator evaluation scores, including, at a minimum, directing evaluators to enter educator evaluation scores, ensure inter-rater reliability, and make informed decisions about educator support.
- v. Arrange for the communication and execution of AZ PRIME-related surveys, including but not limited to: EE PASS Responsibilities Surveys for career, mentor and master teachers and the School Administrator Survey, NIET Annual Partner Survey and surveys administered at or after training is delivered with district staff.
- vi. Commit to hiring effective teachers and administrators as part of the School Leadership team.
- vii. Ensure school and teacher leaders engage in regular onsite support visits from NIET specialists and director.
- viii. Staff the TAP System campuses with master and mentor teachers as recommended by NIET, as well as provide salary augmentations and performance-based compensations within the recommended range. For TAP schools, the master and mentor teacher ratios, augmentations, and performance-based compensation should follow recommendations found in the TAP School Review Rubric and the TAP Evaluation and Compensation (TEC) Guide.
- ix. Manage due process issues and adhere to Partner policies for teacher and school administrator evaluation.
- x. Send the School Leadership team (or designated representatives) to the NIET National Conference and NIET Summer Institute (“NSI”) on an annual basis.
- xi. Maintain documentation of NIET TAP System processes (e.g. leadership team meeting log/agenda; cluster (or PLC) long-range plan and meeting log/agenda; evaluation schedule and scores; individual growth plan (IGP) for teachers).
- xii. Agree to maintain accurate and up-to-date records in EE PASS. This includes, but is not limited to:
 - 1. Ensure educator names are accurate
 - 2. Ensure educator roles are accurate
 - 3. Ensure that educators are listed under the correct school/building
 - 4. Ensure educator status (active, inactive) is accurate
 - 5. Ensure educator ID numbers are accurate and up-to-date
 - 6. Ensure observation data is current and accurate to result in accurate final Skills, Knowledge, and Responsibilities (SKR) score
 - 7. Ensure student growth and scores are uploaded and accurate

- xiii. Agree to provide NIET teacher-, school- and district-level data upon request, including, but not limited to, student and teacher demographic data, student achievement outcomes, school report card data, and educator perception data.
 - xiv. Agree to provide NIET with school-level and aggregate teacher- and student-level data for completing required federal progress reporting.
 - xv. Agree to provide a district representative to participate in quarterly advisory board meetings.
 - xvi. Agree to the participation of district personnel in grant-wide training, including but not limited to quarterly master teacher and school leader training, and induction training and support for new teachers and character development for school and teacher leaders.
 - xvii. Establish a performance-based compensation system (PBCS) committee to develop the plan for performance-based compensation and provide support to the district on its plan for sustaining performance-based compensation after the grant period.
 - xviii. Immediately report to NIET in writing any misdeed, deficiency, or inability to fulfill any Partner responsibilities.
- b. **Financial Responsibilities.** Partner understands that NIET is the fiscal agent of the grant and is not making a subgrant or subaward to Partner. NIET shall deploy TSL funds to achieve the goals of the AZ PRIME grant in NIET's reasonable discretion and in accordance with the AZ PRIME grant.
- i. NIET anticipates allocating \$1,029,239.00 in TSL funds to Partner as follows:
 - 1. Personnel: \$720,900.00
 - 2. Fringe: \$177,989.00
 - 3. Travel: \$84,750.00
 - 4. Contractual: \$6,000.00
 - 5. Other: \$39,600.00
 - ii. Partner agrees to contribute an anticipated non-Federal in-kind contribution of \$501,313.00. The contribution is composed of personnel costs associated with the time that educators participate in TSL project activities as outlined in the AZ PRIME Application. Partner agrees to comply with all matching requirements as outlined in 2 CFR § 200.306.
 - iii. NIET is the fiscal agent with respect to AZ PRIME grant funds. In order to obtain funding or reimbursement from such funds, Partner will submit accurate and timely reimbursement requests. Partner agrees to submit monthly reimbursement requests no more than five (5) business days after month's end.
 - iv. Partner will obtain NIET's prior written approval before using funds inconsistent with the budget ("Partner Budget") attached to this MOA.

- v. This project is contingent upon annual Congressional appropriations for TSL. If at any time the Federal government cancels a grant awarded, or a continuation award, due to lack of appropriated funds, this MOA shall terminate at no penalty to either party.
- vi. The individual listed below will serve as the primary point of contact for Partner on all budget and financial issues related to the AZ PRIME grant. Partner agrees to notify NIET within two (2) business days if the point of contact below changes during this MOA.

Finance POC Name: Colleen Toscano

Finance POC Email: cstoscano@osbornsd.org

- vii. Partner agrees to notify NIET as soon as possible of any changes to planned expenditures outlined in the Partner Budget. This could include, but is not limited to:
 - 1. Changes in personnel that would affect the budget (e.g. hiring, firing, changes in salaries, changes in fringe benefits)
 - 2. Anticipated budget deficits
 - 3. Anticipated budget surpluses
 - 4. Addition of new schools to the grant
 - 5. Removal of schools from the grant
- viii. Partner agrees to follow all applicable federal, state, and local laws/regulations governing the use and management of grant funds.
- ix. Partner understands that NIET may, from time to time, request financial information from Partner to assist with the preparation and submission of federal progress reporting. Partner agrees to comply with these requests.
- x. Partner understands that funds do not carryover from year to year, and that a new budget is required for any activities beyond the end of the Term.

2. NIET RESPONSIBILITIES.


- a. **Evaluation and Support.** During the term (as defined below) of this MOA, NIET will provide annual evaluation of each site's TAP System implementation through the TAP School Review process and, if requested ongoing support and assistance on location at TAP System schools throughout the academic year.
- b. **License to Online Material.** NIET will provide support in part by granting access to the Educator Effectiveness Preparation and Support System ("EE PASS").
 - i. EE PASS provides access to valuable professional development, training, and certification resources through a single point of entry. Features include a video library, data management, evaluator certification, training modules and training archives.

3. ADDITIONAL TERMS.

- a. **Term.** The MOA shall commence on October 1, 2023, and terminate on September 30, 2024. Notwithstanding the foregoing, any Party may terminate this MOA upon 30 days written notice.
- b. **Sole Source Provider of TAP System.** NIET serves as the sole source provider or authorizer for all School Improvement Solutions model based trainings, TAP System trainings, Educator Effectiveness Best Practices trainings, the Teaching and Learning Standards Rubric, the Principal Standards Rubric, and the Aspiring Teacher Rubric. In addition, NIET is the developer, sole source provider, and has exclusive capabilities for the NIET Training Portal and Educator Effectiveness Best Practices Portal (collectively known as the Educator Effectiveness Preparation and Support System, or EE PASS) and the NIET Portal for Raising Educator Preparation (NIET PREP). These training resources are specifically for schools that are implementing NIET’s model of School Improvement Solutions, the TAP System or NIET’s Educator Effectiveness Best Practices and have licensed agreements to use the NIET Teaching and Learning Standards and/or NIET’s Evaluation System. This provision includes copyrighted trainings, materials and tools that were developed solely for the use by schools implementing School Improvement Solutions, TAP System or Educator Effectiveness Best Practices, the NIET Teaching and Learning Standards or the NIET Evaluation System. If NIET deems the Partner is not fulfilling the responsibilities and duties outlined above, NIET reserves the right to revoke the use of all NIET copyrighted materials.
- c. **Notices.** The contact persons for notices shall be:

<p><u>NIET</u></p> <p>Joshua H. Barnett, Ph.D. Chief Executive Officer jbarnett@niet.org 800-575-6438</p>	<p><u>DISTRICT NAME</u></p> <p>Michael Robert Superintendent mrobert@osbornsd.org 602-707-2040</p>
--	--
- d. **Federal Debarred List Certification.** Partner certifies to the best of its knowledge and belief that Partner is not presently debarred, suspended, proposed for debarment, or declared ineligible for participation in the award.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement (and the Partner Budget appended thereto) as of the date indicated above.

FOR AND ON BEHALF OF:
National Institute of Excellence in Teaching


 Name: Joshua H. Barnett, Ph.D.
 Title: Chief Executive Officer

FOR AND ON BEHALF OF:
Osborn School District #8

 Name: Michael Robert
 Title: Superintendent

Osborn Year 1 TSL Funds

October 1, 2023 - September 30, 2024

PERSONNEL			
Description	\$	YR 1 #	YR 1 Cost
Master Teacher Salary	\$ 66,500	4	\$ 266,000
Master Augmentation	\$ 6,600	4	\$ 26,400
Mentor Augmentation	\$ 3,000	5	\$ 15,000
Performance Bonuses	Pool	YR 1 #	
Y1 Teachers	\$ 2,500	160	\$ 400,000
Y1 Principals	\$ 2,500	5	\$ 12,500
Y1 Assistant Principals	\$ 1,000	1	\$ 1,000
TOTAL PERSONNEL			\$ 720,900
FRINGE			
Description	Base %	YR 1 #	YR 1 Cost
Master Teacher Salary	31.00%	31.00%	\$ 82,460
Master Augmentation	21.00%	21.00%	\$ 5,544
Mentor Augmentation	21.00%	21.00%	\$ 3,150
Performance Bonuses	Base %	YR 1 %	
Y1 Teachers	21.00%	21.00%	\$ 84,000
Y1 Principals	21.00%	21.00%	\$ 2,625
Y1 Assistant Principals	21.00%	21.00%	\$ 210
TOTAL FRINGE			\$ 177,989
TRAVEL			
Description	\$	YR 1 #	YR 1 Cost
Regional Trainings	\$ 250	12	\$ 3,000
NIET National Conference	\$ 1,500	30	\$ 45,000
NIET Summer Institute (NSI)	\$ 1,225	30	\$ 36,750
Total Travel			\$ 84,750
CONTRACTUAL			
Description	\$	YR 1 #	YR 1 Cost
EE PASS Subscription	\$ 6,000	1	\$ 6,000
Total Contractual			\$ 6,000
OTHER			
Description	\$	YR 1 #	YR 1 Cost
NIET National Conference registration	\$ 725	30	\$ 21,750
NIET Summer Institute (NSI) registration	\$ 595	30	\$ 17,850
Total Other			\$ 39,600
GRAND TOTAL			\$ 1,029,239

Osborn Year 1 Match Funds

October 1, 2023 - September 30, 2024

PERSONNEL			
Description	\$	YR 1 #	YR 1 Cost
Career Teacher Additional Time & Effort (3.75%)	\$ 2,254	160	\$ 360,600
Principal Additional Time & Effort (3.75%)	\$ 4,125	5	\$ 20,625
Assistant Principal Additional Time & Effort (3.75%)	\$ 3,281	1	\$ 3,281
Total Personnel Match			\$ 384,506
FRINGE			
Description	Base %	YR 1 %	YR 1 Cost
Career Teacher Additional Time & Effort	31.00%	31.00%	\$ 111,786
Principal Additional Time & Effort	21.00%	21.00%	\$ 4,331
Assistant Principal Additional Time & Effort	21.00%	21.00%	\$ 689
Total Fringe Match			\$ 116,806
GRAND TOTAL			\$ 501,313

Average Career Teacher Salary:	\$ 60,100.00
Average Principal Salary:	\$ 110,000.00
Average Assistant Principal Salary:	\$ 87,500.00

**OSBORN SCHOOL DISTRICT NO. 8
December 26, 2023
Special Board Meeting**

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

Agenda Item Number – li-C

Agenda Item

Approval to waive policy BGB allowing for policy adoption at a single meeting.

For Board: Action Discussion Information

Background –

Utilizing Policy BGB-Policy Adoption protocol, the following policies are being brought for a single reading and approval JFB Open Enrollment JFB-RA Open Enrollment JFB-RB Open Enrollment

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 waiver of policy BGB allowing for policy adoption at a single meeting.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8
December 26, 2023
Special Board Meeting

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

Agenda Item Number – IV-D

Agenda Item

Approval of Recommended Revisions to ASBA Policies

For Board: Action Discussion Information

Background –

Approval of recommended revisions to the following ASBA Policies:

- JFB Open Enrollment
- JFB-RA Open Enrollment
- JFB-RB Open Enrollment

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 approve the revisions to ASBA policy as presented.

Moved _____ Seconded _____ P/F

Agenda Item Number – III

Adjournment

Moved _____ Seconded _____ P/F

JFB OPEN ENROLLMENT

The District has an open-enrollment program as set forth in A.R.S. [15-816](#) and A.R.S. [15-816.01](#) *et seq.* The open enrollment program described in this policy shall be placed on the District website and made available to the public on request.

No tuition shall be charged for open enrollment, except as authorized by applicable provisions of A.R.S. [15-764](#), [15-797](#), [15-823](#), [15-824](#), and [15-825](#).

Definitions

Resident transfer pupil means a resident pupil who is enrolled in or seeking enrollment in a school that is within the school district - but outside the attendance area - of the pupil's residence.

Nonresident pupil means a pupil who resides in this state and who is seeking enrollment in a school district other than the school district in which the pupil resides.

Resident pupil means a pupil whose residence is within the attendance area of a school.

General -Information

Open enrollment applications are available online. The online application contains the information needed to request enrollment and is consistent with guidance and state and federal law regarding pupil privacy and civil rights. There is also information regarding the provision of transportation or resources for transportation.

This policy shall be accessible from the District's home page and will be made available in English and in Spanish or in any other language used by a majority of the populations served by the school or District.

The District shall update on each school's website the school's capacity and whether the school is currently accepting open enrollment students, by grade level. Updates will be provided at least once every twelve (12) weeks unless there are no changes to report for the individual school.

If a school has any other separate capacity by specialized program, the information shall also be posted by specialized program.

If a school remains open as part of a boundary change and capacity is available, students assigned to a new attendance area may stay enrolled in their current school.

Admission -Criteria

The District shall enroll at any time any resident pupil who applies for enrollment to a school in which the resident student resides within the attendance boundaries.

Except as provided in A.R.S. [15-816.01](#), the District shall not limit admission based on any of the following:

- A. Ethnicity or race.
- B. National origin.
- C. Sex.
- D. Income level.
- E. Disability.
- F. Proficiency in the English language.
- G. Athletic ability.

The District shall determine if nonresident students and resident transfer students will be admitted in accordance with the following criteria:

A. The school in which the student seeks to enroll has the capacity to serve the student without adversely impacting educational opportunities for resident students attending their resident school. Factors to be considered in making this determination include, but are not limited to, the following:

1. Physical capacity of the school building and classrooms. Excess capacity for open enrollment is estimated on or before date to be determined. If no excess capacity exists then applicants will be placed on a waiting list. If excess capacity is anticipated, the applications will be reviewed.
2. Availability of staff members to service students at each site.
3. Capacity in relevant special programs.
4. Availability of other resources.

B. The student's prior status in the educational and juvenile court system, including:

1. Whether the student has been [expelled](#) ~~suspended~~ by another school or is in the process of being ~~suspended~~ or expelled by any other school.
2. Whether the student is in compliance with any conditions imposed by a juvenile court.
3. ~~Whether the student has been absent for ten percent (10%) or more of the required number of school days in the previous or current school year.~~

Failure to disclose the above information on the Open Enrollment application may result in revocation of the student's acceptance for open enrollment.

A. The student's admission does not violate the provisions of a court order or agreement of desegregation in the student's resident district.

B. Acceptance is on a year-by-year basis and subject to re-application and review each year.

Enrollment -Priority -Groups

The District will give enrollment priority to applicants in the following order, as long as their enrollment can be accomplished in accordance with the District's admission criteria:

1. Resident transfer students who currently attend the school and their siblings.
2. Previously accepted and enrolled nonresident students.
3. Children of employees.
4. Resident transfer students.
5. Previously accepted and enrolled nonresident students' siblings.
6. Nonresident students.

Application- Procedures

The student's parent/guardian completes the Open Enrollment application and submits it to the school in which the student seeks to enroll. Applications will be accepted when the District's online registration opens each year, ~~first for returning applicants and then for new applicants~~. If the number of applicants exceed capacity, the District will use a lottery system to generate admission. The District will determine whether the student's admission would be in conformity with its admission criteria. ~~To ensure notification by June 1, the open enrollment form must be submitted by March 15. If an open enrollment form is submitted after March 15, parents may not be informed until after school begins.~~

Transportation

The District does not transport open-enrollment students except as otherwise required by state or federal law.

Compliance -with -Rules

Once students are accepted and attending the school of choice, they must comply with school rules. ~~Those rules and regulations may include standards of academic effort, conduct, or attendance. Failure to comply with school rules is a breach of agreement and a cause for open enrollment revocation. Before revocation for breach of agreement, the principal or the principal's designee conducts an informal hearing with the student, parent/guardian and other appropriate persons. The principal explains the alleged conduct that violates the rules or regulations. Students are given an opportunity to~~

~~respond. After the hearing, the principal decides if revocation of open enrollment status is appropriate.~~

As provided by A.R.S. [15-816.07](#), the District and its employees are immune from civil liability for decisions relative to the acceptance or rejection of the enrollment of a nonresident student when the decisions are based on good faith application of this policy and the applicable statutory requirements and standards.

Adopted: January 13, 2022

LEGAL REF.:

A.R.S.

[8-371](#)

[15-341](#)

[15-764](#)

[15-797](#)

[15-816](#) *et seq.*

[15-823](#)

[15-824](#)

[15-825](#)

[15-841](#)

[15-922](#)

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

CROSS REF.:

[EEAA](#) - Walkers and Riders

[IIB](#) - Class Size

[JF](#) - Student Admissions

[JFAA](#) - Admission of Resident Students

[JFAB](#) - Admission of Nonresident Students

[JFABD](#) - Admission of Homeless Students

[JFABDA](#) - Admission of Students in Foster Care

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

JFB-RA

REGULATION

OPEN ENROLLMENT

Selection Process

All applicants will be accepted if there is sufficient capacity. If there is insufficient capacity, applicants will be selected from the submitted applications for enrollment in a school in accordance with a random selection process except where policy may indicate otherwise. The District will begin making open enrollment decisions beginning on February 1~~_____~~. After February 1~~_____~~March 15, pupils shall be selected for enrollment from the waiting list in the order in which the pupils were placed on the waiting list through the random selection process, or as otherwise provided by policy and on an ongoing basis.

Procedure

The procedure for selection shall be as follows:

The applicants will be divided by enrollment priority categories and have their names placed on separate pieces of paper and the papers placed in a container. Names will be drawn by priority categories and numbered in the order in which they are drawn. All applications properly submitted will be drawn and numbered for enrollment consideration. The applicants whose names are selected in order, up to the capacity limitations established, shall be permitted to enroll in the school. All others drawn will be placed on a waiting list with priority in accord with the lowest number.

JFB-RB

REGULATION

OPEN ENROLLMENT

(School of Choice Application Procedure)

Schools Without Attendance Boundaries

The District may establish schools that do not have attendance boundaries. Student attendance for such schools shall be based entirely upon open enrollment applications from both resident and non-resident students. Applicants shall be considered for admission to schools without attendance boundaries according to the enrollment priorities and application process outlined below. Osborn School District is designating Montecito Community School as a School of Choice for the operation of a Montessori Program beginning in the 2020-2021 school year. Osborn School District is designating Osborn Community iSchool as a Program of Choice for the operation of an Online Distance Learning Program beginning in the 2022-2023 school year. Open enrollment applications will be accepted online and at Montecito Community School.

Capacity and Enrollment

The Superintendent shall annually estimate how much excess capacity may exist to accept pupils at the School of Choice. The capacity of each School of Choice and whether it is currently accepting open enrollment students by grade level and specialized program will be posted on the school's website and will be updated at least every twelve (12) weeks unless there are no changes to report.

Factors to be considered in making the determination of whether the school in which the pupil seeks to enroll has the capacity to serve the pupil without adversely impacting educational opportunities for resident pupils attending their home school include, but are not limited to, the following:

- A. Enrollment at the school;
- B. Physical capacity of the facility space;
- C. Availability of fully qualified District employed staff members (e.g., administrators, teachers, other certificated employees and related service providers);
- D. Capacity and enrollment priorities in relevant special programs or services including, but no limited to, special Education, Dual Language, English Language Learners, Gifted, etc.; and

E. Availability of other resources.

For the District's Dual Language program. English Language Learners (first resident, then non-resident), will be prioritized for enrollment until thirty percent (30%) of the enrollment capacity is filled.

The Governing Board shall make the final determination of capacity at Schools of Choice and may require open enrollment pupils to be subject to the enrollment priorities and procedures found below.

All qualified applicants must be admitted to the extent excess capacity exists. Pupils will be accepted based on the enrollment priorities outlined in this regulation until the School of Choice has met capacity.

Enrollment Priorities

Subject to the capacity considerations above, the District will give enrollment priority to applicants in the following order at Schools of Choice, as long as their enrollment can be accomplished in accordance with the District's admission criteria:

Group 1: Resident students, non-resident transfer students who currently attend the school and their siblings and English Language Learners for Dual Enrollment programs;

Group 2: Children of employees;

Group 3: Children who are in foster care or who meet the definition of unaccompanied youth prescribed in the McKinney Vento Homeless Assistance Act and who are not attending their school of origin or school of residence;

Group 4: Non-resident students not currently attending the school.

Application Process

Schools may exempt from the application process described below students who are in *Enrollment Priority Group 1* (resident students and non-resident transfer students who currently attend the school and their siblings) and *Enrollment Priority Group 3* (children who are in foster care or who meet the definition of unaccompanied youth prescribed in the McKinney Vento Homeless Assistance Act and who are not attending their school of origin or school of residence).

For students in *Enrollment Priority Groups other than 1 and 3* who are initially applying to open enroll at a school, the application process shall be as follows:

A. The student's parent/guardian completes the online open enrollment application and submits it to the school front office. Applications will be accepted beginning when the District's online registration opens each year.

B. The school will use a random selection process (lottery) to select students within each enrollment priority group at each age level/grade level *if* there is insufficient capacity to accept all applications received by ~~March 15~~ February 1 ~~program of services~~. Names of applicants not selected for enrollment will be placed on a waiting list established for each enrollment priority group as per the lottery procedures described below:

1. The site administrator, administrative assistant, and a district administrator will conduct the lottery. The applicants will be divided by priority categories and have their names placed on separate pieces of paper and the papers placed in a container. Names will be drawn by priority categories and numbered in the order in which they are drawn. All applications properly submitted will be drawn and numbered for enrollment consideration. The applicants whose names are selected in order, up to the capacity limitations established, shall be invited to enroll in the school.

2. All others drawn will be placed on a waiting list with priority given to the lower number. The District shall only use the wait list created for the school year for which the open enrollment application was submitted; the wait list will not roll over into any additional school year. Students who submit an application after ~~March~~ February 1 ~~15~~ shall be admitted if there is sufficient capacity or placed on a wait list in order of the date the application was received and according to the student's enrollment priority group if there is insufficient capacity.

The District will determine whether the student's admission is in conformity with its admission criteria. Notification of open enrollment status will be made by ~~March 16th~~ February 2, ~~_____~~ (or the next school day) for all applications received prior to ~~February 1~~ March 15th. Notifications after February 2 will be provided as admission decisions are made.

Formatted: Superscript

Transportation

The District does not transport non-resident or resident transfer students except as otherwise required by state or federal law.

Compliance with Rules

Once students are accepted and attending the School of Choice, they must comply with school rules. ~~Those rules and regulations may include standards of academic effort, conduct, or attendance. Failure to comply with school rules is a breach of agreement and a cause for open enrollment revocation. Before revocation for breach of agreement, the principal or the principal's designee conducts an informal hearing with the student, parent/guardian and other appropriate persons. The principal explains the alleged conduct that violates the rules or regulations. Students are given an opportunity to respond. After the hearing, the principal decides if revocation of open enrollment status is appropriate.~~

As provided by A.R.S. 15-816.07, the District and its employees are immune from civil liability for decisions relative to the acceptance or rejection of the enrollment of a

nonresident student when the decisions are based on good faith application and this policy and the applicable statutory requirement and standards.