

OSBORN SCHOOL DISTRICT NO. 8
GOVERNING BOARD MEETING
August 16, 2022

Regular Meeting – 5:30 P.M.

Executive Session

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

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

The Governing Board finds that it is in the best interests of the District and its community to conduct its public meeting both in person with socially distanced seating and through technological access in order to serve the public purpose of assisting with the minimization of the potential spread of COVID19. With these provisions in place, members of the public may attend in person, via Youtube Livestream. Access to the livestream is found at: <https://youtu.be/YY7PkjpJXfw>

This month's Call to the Public will be modified to comply with CDC guidelines on social distancing due to COVID-19. 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 Tuesday, August 16, 2022.

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.

I. Call to Order

II. Pledge of Allegiance

III. District Celebrations and Announcements

1. The district celebrates the new teachers hired to join each of our Osborn schools. Tonight we welcome and celebrate them all!
2. Points of Pride

IV. Consent Agenda

- A. Ratification of Accounts Payable Vouchers
- B. Ratification of Payroll Vouchers
- C. Board Minutes

1. Special Meeting of August 4, 2022
2. Public Hearing Minutes of July 12, 2022
3. Regular meeting of July 12, 2022
- D. Approval of Personnel Items
 1. New Employees
 2. Employment Changes/Additions
 3. Resignations
 4. Terminations
 5. Retirements
 6. Leaves of Absence
 7. Extra Duty Contracts
- E. Donations
- F. Expenditure and Revenue Report
- G. Student Activities Statement of Revenue and Expenditures
- H. Disposal
- I. Student Fees
- J. MOU's / Agreements with Partner Organizations
 1. Approval of renewal of IGA with Arizona School for the Deaf and Blind and Amendment #1
 2. Renewal of Clinical Experience Agreement with Maricopa County Community College District
 3. Approval renewal of MOA with Southwest Human Development Headstart Program Services 2022-2023
 4. Approval of renewal of Space Agreement with Southwest Human Development Headstart for 2022-2023
 5. Amendment to Lease with Headstart
 6. Approval of Lease Agreement with Phoenix Union High School District
 7. Approval of renewal of MOU with Amazing Arts
 8. Approval of Data Sharing Agreement with the Arizona Teacher Residency at Northern Arizona University

V. Call to the Public

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

VI. Board Presentation

Board Presentation- District Employee Participation in Fulbright Programs to Brazil and Finland

VII. Administrative Reports

A. Administrative Reports—Principals and district office administrators submit progress reports on work completed in their school/department as well as upcoming events. Principal reports are also sent to parents to improve communication. Board members may comment.

VIII. Action Items

ACTION/APPROVAL

A. Approval of First Reading of ASBA Policy Revisions:

JLDAB	Referrals to Other Agencies
JLDAB-R	Referrals to Other Agencies
JLDAB-E	Referrals to Other Agencies

- B. Approval of Delegate and Alternate as Discussed to Represent Osborn School District at the Arizona School Boards Association Delegate Assembly on September 10, 2022.
- C. Approval of Arizona School Boards Association's (ASBA) draft 2023 Political Agenda, and, Direct the District's Delegate to the ASBA Delegate Assembly to Represent the Board's Determined Position.

Information/Discussion Items

- D. COVID Protocols for 2022-2023

IX. Board Development

- A. ASBA Law Conference September 7-9, 2022
- B. ASBA Delegate Assembly September 10, 2022

X. Reflections/Feedback on Meeting

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

XI. Future Agenda Items

XII. Executive Session

The Governing Board may convene an executive session pursuant to A.R.S. Section §38-431.03(A)(1) for the purpose of discussion of the Superintendent's Evaluation

XIII. Adjournment

OSBORN SCHOOL DISTRICT NO. 8
August 16, 2022
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

For Board: Action Discussion Information

Background –

Legal

Financial

Governing Board Goals

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

Recommendation

Information Only

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8
August 16, 2022
Board Meeting

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

Agenda Item

District Celebrations and Announcements

For Board: Action Discussion Information

Background –

1. The district celebrates the new teachers hired to join each of our Osborn schools. Tonight we welcome and celebrate them all!
2. Points of Pride—Each of our honorees tonight were selected for living out one of Osborn’s Core Values. Being recognized are the following individuals:
 - a. **Integrity**—Jennifer Page, Administrative Assistant to the Curriculum Department; Kelsey Meyer, Special Education Teacher on Special Assignment
 - b. **Equity**—Amber Stevens, Native American Education Teacher; Cristina Ramirez, Social Worker at Encanto School
 - c. **Joy**—Sabrina Campos, District Receptionist; Brianna Sawyer, 1st Grade Teacher at Encanto School
 - d. **Growth**—Rodi Vehr, Master Teacher at Longview School; Kelly Kesterson-Walker, District Coordinator for Arizona Teacher Residency Program
 - e. **Relationships**—Lisa Nye, Administrative Assistant to the Board and Superintendent; Abby Potter-Davis, Chief Officer for Learning & Equity

Legal

Financial

Governing Board Goals

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

Recommendation

Information Only

OSBORN SCHOOL DISTRICT NO. 8
August 16, 2022
Board Meeting

**The Osborn Community advances the full potential of every child
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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 2021/22 Accounts Payable Vouchers from July 1 through July 31, 2022.

Moved _____ Seconded _____ P/F

Osborn School District No. 8
 Summary of FY22 Accounts Payable Vouchers Processed
 7/01/22 through 7/31/22

Fund Title	Fund #	Total
M & O	1	448,394.81
P301 Base Pay	11	0.00
P301 Performance Payo	12	0.00
Instructional Improveme	20	0.00
Title I	100	5,593.39
Title I	101	0.00
Title I Targeted Support	115	0.00
Title I Targeted Support	116	0.00
Title IIA - Improving Tea	140	4,208.53
Title IIA - Improving Tea	141	0.00
TITLE IV-SAFE & DRUG F	160	889.43
Title IV- Safe & Drug fre	161	0.00
21st Century (Enc, Sol)	162	8,308.50
21st Century	163	9,829.44
Title III	190	242.61
Title III	191	0.00
Emergency Immigrant F	196	0.00
Title VII - Indian Ed	200	0.00
Idea - Basic	220	35.97
ARRA - IDEA BASIC	221	0.00
Idea - Preschool Grant	222	0.00
Idea Edisa	223	0.00
Idea Edisa-1 Implementi	224	0.00
ARP- IDEA BASIC	228	45,230.83
JOHNSON-O'MALLEY	230	1,715.46
JOHNSON-O'MALLEY	231	0.00
Education for Homeless	280	0.00
Education for Homeless	281	0.00
ARP-Homeless I	284	0.00
Medicaid Reimb	290	486.21
PRE School Dev GRANT	320	0.00
Pre School Dev - Start -	322	0.00
ESSER CARES	326	0.00
Acceleration Academy C	327	0.00
ENROLLMENT STABILIZA	328	0.00
ESSER/CARES ROUND II	336	7,647.09
ACCELERATION ACADEM	337	1,552.89
ESSER ROUND III	346	1,973.76
TIF GRANT - ASU	352	0.00
Scoppes - Counseling Gr	376	0.00
Arts in Education	377	0.00

Race To The Top	396	0.00
GIFTED	450	0.00
RESULT BASED FUNDING	457	291.83
VW BUS SETTLEMENT	476	0.00
Safe Schools	480	0.00
EARLY LITERACY GRANT	472	0.00
School Emergency Read	485	0.00
Sch Pl-Sales/Leas Over 1	500	0.00
School Plant 1 Year/Less	505	0.00
Food Service	510	15,868.15
Civic Center	515	0.00
Community School	520	7.06
Community School Mon	521	0.00
Auxiliary Operations	525	1,272.79
Extra Curr Tax Fees CR	526	0.00
Gift and Donations	530	6,817.47
Fingerprint	540	90.00
Insurance Proceeds	550	0.00
Textbooks	555	0.00
Indirect Costs	570	0.00
Unemployment Insurance	575	0.00
Insurance Refund	585	0.00
Unrestrict Capital Outlay	610	149,786.98
Bond Building funds	630	275,405.85
Energy & Water Savings	665	0.00
SFB BUILDING RENEWAL	691	0.00
Student Activities	850	495.75
Employee Insurance Fur	855	177,030.22
		<hr/>
		<u>\$1,163,175.02</u>

OSBORN SCHOOL DISTRICT NO. 8
August 16, 2022
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 2021/22 Payroll Vouchers processed from July 1 through July 31, 2022.

Moved _____ Seconded _____ P/F

Osborn School District No. 8

Summary of Payroll Vouchers 7/1/22 thru 7/31/22

<u>Fund Title</u>	<u>Fund</u>	<u>Total</u>
Maintenance & Operation	001	388,563.92
Proposition 301	011	0.00
Proposition 301	012	1,152.57
Instructional Improvement Fund	020	59.83
	71	0.00
Title I Disadvantaged Grant	100	65,306.03
	101	0.00
	115	0.00
	116	3,864.32
Title I Focus School	117	0.00
Title IIA	140	337.98
	141	0.00
	160	41,069.70
	161	0.00
	162	33,595.46
21st CCLC Grant	163	80,815.03
Title III	190	4,299.16
Title III	191	0.00
Title VII-Indian Ed	200	0.00
IDEA - General Entitlement Grant	220	434.74
	221	0.00
IDEA-Preschol Grant	222	0.00
AZ Tech Assistive Technology	227	0.00
Johnson O'Malley	230	10,626.88
	231	0.00
McKinney Vento	280	0.00
	281	0.00
Medicaid Reimbursement Fund	290	7,987.41
Preschool Developmental Year 1	320	0.00
	326	0.00
	327	0.00
	336	6,202.22
	337	12,365.78
	346	273,915.17
ASU - TIF Grant	352	0.00
SCOPPEs-Counseling Grant	376	0.00
Arts in Education Grant	377	0.00
	457	0.00
	472	0.00
	480	0.00
	482	0.00

Plant Fund	505	0.00
Food Service Fund	510	37,856.79
Civic Center	515	0.00
Community Schools	520	0.00
	521	0.00
Auxiliary Operations	525	0.00
Extra Curr Tax Fees	526	4,226.62
Gifts & Donations	530	0.00
Indirect Costs Fund	570	21,053.65
Intergovernmental Agreement	955	0.00
	610	0.00
	630	0.00
		<u>\$ 993,733.26</u>

OSBORN SCHOOL DISTRICT NO. 8
August 16, 2022
Board Meeting

**The Osborn Community advances the full potential of every child
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Agenda Item Number – IV-C-1-3

Agenda Item

Approval of Governing Board Minutes

For Board: Action Discussion Information

Background –

Approval is requested for the minutes of the following meetings:

1. Special Meeting of August 4, 2022
2. Public Hearing Minutes of July 12, 2022
3. Regular meeting of July 12, 2022

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 6:02 p.m. by Board President Juan Flamand

Present:

Juan Carlos Flamand, Board President
Edward Hermes, Board Clerk
Sue Corbin, Board Member
Ylenia Aguilar, Board Member- absent
Luis Peralta, Board Member
Dr. Michael Robert, Superintendent

Action Items

FY2023 Budget Committee Recommendations

Providing an overview, Dr. Robert explained that the FY23 budget is just over a 2.3 million dollar increase when compared to FY22, with 1.7 million dollars in additional funds approved through the legislative process.

Dr. Woodland reviewed enhancements to the salary schedules, and said that she and Mrs. Toscano have reviewed employee files and as shown in supporting documents allocated \$178,300 of the additional funding towards pay equity for classified staff and enhancements to all salary schedules. Dr. Woodland and Dr. Robert explained that additional adjustments to the certified Teacher schedule will help to ensure the value of a master's degree with starting pay increasing to \$50,000. Salary for first year teachers with a BA was increased with a previous enhancement to the schedule. This adjustment further widens the gap in pay between a MA and BA.

Dr. Robert explained that the remaining \$446,000, or about 2% contingency will be looked at to fund positions that would otherwise no longer be funded when ESSER funds are no longer available. There is also a possibility of offering a larger retention stipend for returning staff next year.

Contingency funds were further discussed.

Mr. Peralta moved to approve. Ms. Corbin seconded. Motion carried 4-0.

Mr. Hermes aye
Ms. Corbin aye
Mr. Peralta aye
Mr. Flamand aye

Approval of Revised FY23 Placement Salary Schedules

Dr. Woodland reviewed changes in each of the schedules that included the enhancement for teachers with a MA degree to \$50,000, reclassification of some positions, a 3% increase to the hourly schedule and a move to a min, mid, max schedule for Classified Exempt and Administrative schedules.

A short discussion about ensuring transparency with a min, mid, max system took place.

Mr. Hermes motioned to approve. Mr. Peralta seconded. Motion carried 4-0.

Mr. Hermes aye
Ms. Corbin aye
Mr. Peralta aye
Mr. Flamand aye

Adjournment

President Flamand declared the meeting adjourned at 6:39 pm.

Minutes submitted by:

Lisa Nye, Executive Assistant
to the Superintendent and Governing Board

Edward Hermes, Board Clerk

The Osborn School District's 2022-2023 Budget and Approval to Spend Insurance Proceeds Public Hearing began at 5:33 p.m. called to order by Clerk Ed Hermes.

Four members of the Governing Board were present.

Present:

Juan Carlos Flamand, Board President (absent)
Edward Hermes, Board Clerk
Sue Corbin, Board Member
Ylenia Aguilar, Board Member (participating telephonically)
Luis Peralta, Board Member
Dr. Michael Robert, Superintendent

2022-23 Budget and Approval to Spend Insurance Proceeds

Mrs. Toscano explained that this is the second public hearing on the 22-23 budget after which, will be presented for adoption and approval to spend insurance proceeds. She explained that there is a change since the budget was proposed in June due to a large influx in dollars approved by the legislature after the deadline for districts to present proposed budgets. Mrs. Toscano noted that the budget presented is \$125,000 less than previously proposed primarily due to reduced base funding levels per weighted student counts, but overall has increased.

Mrs. Toscano stated that the budget is just over one million dollars more than numbers the Budget Committee had worked with. The committee will be meeting soon to discuss distribution of the additional funding.

Dr. Robert said he will be looking for a time for members to reconvene.

There were no additional comments

The meeting ended at 5:37 pm.

Minutes submitted by:

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

Edward Hermes, Board Clerk

The Osborn School District's 2022-2023 Budget and Approval to Spend Insurance Proceeds Public Hearing began at 5:31 p.m.

All five members of the Governing Board were present.

Present:

Edward Hermes, Board Clerk
Sue Corbin, Board Member
Ylenia Aguilar, Board Member (participating telephonically)
Luis Peralta, Board Member
Dr. Michael Robert, Superintendent

Public Hearing Instructional Time Models

Mrs. Potter-Davis explained that House Bill 2862 allows districts options in how instructional times are met. The bill also provides districts the opportunity to capture full funding for all students including those participating in online programs.

There were no public comments.

The Hearing concluded at 5:32 pm.

Minutes submitted by:

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

Edward Hermes, Board Clerk

OSBORN SCHOOL DISTRICT NO. 8
Governing Board Regular Meeting
July 12, 2022

The Regular Meeting of the Osborn School District Governing Board was called to order at 5:30 p.m. by Board Clerk Edward Hermes.

Present:

Juan Carlos Flamand, Board President (absent)
Edward Hermes, Board Clerk
Sue Corbin, Board Member
Ylenia Aguilar, Board Member (participating telephonically)
Luis Peralta, Board Member
Dr. Michael Robert, Superintendent

Pledge of Allegiance

Governing Board Clerk Edward Hermes led the pledge.

District Celebrations and Announcements

None this month.

Consent Agenda – Approval of Items Since June Meeting

- A. Ratification of Accounts Payable Vouchers
- B. Ratification of Payroll Vouchers
- C. Board Minutes
 - 1. Regular meeting of June 21, 2022
- D. Approval of Personnel Items
 - 1. New Employees
 - 2. Extra Duty Contracts
 - 3. Employment Changes/Additions
 - 4. Resignations
 - 5. Terminations
 - 6. Retirements
 - 7. Leaves of Absence
- E. Donations
- F. Expenditure and Revenue Report
- G. Student Activities Statement of Revenue and Expenditures
- H. Disposal of Equipment
- I. MOUs/Agreements with Partner Organizations:
 - 1. Approval of IGA renewal with Greater Phoenix Educational Management Council (GPEMC) and AZ Educational Management Council (AZEMC)
 - 2. Renewal of Memorandum of Understanding with Hands on Greater Phoenix Your Experience Counts Program for 2022-2023
 - 3. Approval of the continuation of the Food Program Permanent Service Agreement (FPPSA)
 - 4. Approval to renew agreement with ASBA policy services for the 2022-2023 school year
 - 5. Approval of the Extension Agreement between The University of New England Unpaid Non-Clinical Internship and Osborn School District through 6/30/23
- J. Sole Source Listing FY23
- K. Approval of Paid Sick Leave Entitlement Benefits due to COVID-19 as a benefit of employment for the time period of January 1, 2022 to June 30, 2022.
- L. Suspension of a Portion of Governing Board Policy GCCA and Approval of Front Loading of Annual Leave Days.

Mr. Peralta moved to approve. Ms. Corbin seconded. Motion carried 4-0.

Mr. Hermes aye
Ms. Corbin aye
Ms. Aguilar aye
Mr. Peralta aye

Call to the Public

There were no requests.

Administrative Reports

No comments.

Action Items

Adoption of the 2022/23 Expenditure Budget and Approval to Spend Insurance Proceeds

There were no further questions or comments.

Mr. Peralta moved to approve. Ms. Corbin seconded. Motion carried 4-0.

Mr. Hermes aye
Ms. Corbin aye
Ms. Aguilar aye
Mr. Peralta aye

Approval of Bond and Override Projects

Mrs. Toscano said that this item allows for upgrades of video and surveillance for all sites at a cost of just under \$620,000.

Mr. Peralta motioned to approve. Ms. Corbin seconded. Motion carried 4-0.

Mr. Hermes aye
Ms. Corbin aye
Ms. Aguilar aye
Mr. Peralta aye

Approval of the proposed Instruction Time Model for Clarendon, Encanto, OMS, Longview and Solano Schools for the 2022-23 school year

Mrs. Potter-Davis said with the requirement for two public hearings fulfilled the item is being brought to the Board for approval. She said that attendance procedures will continue with attendance documented for both in person and online classes.

Mr. Peralta motioned to approve. Ms. Corbin seconded. Motion carried 4-0.

Mr. Hermes aye
Ms. Corbin aye
Ms. Aguilar aye
Mr. Peralta aye

Board Development

ASBA Law Conference September 7-9, 2022

ASBA Delegate Assembly September 10, 2022

NSBA CUBE Annual Conference Sept 29- Oct 1, 2022

Dr. Robert shared upcoming conferences members may be interested in attending asking members to email their registration requests to Ms. Nye.

Reporting to the Board on ASBA Summer Leadership Institute

Mr. Peralta will report on his learning at the August meeting.

Reflections

Mr. Peralta stated his appreciation for processes in place that allow meetings to be condensed and in the best interest of community.

Ms. Corbin said she appreciates the way members work together noting her thanks for the trust within the district.

Mr. Hermes enjoyed running his first meeting. Referring to the additional funding, he acknowledged the many needs to be considered when Budget Committee reconvenes.

Dr. Robert expressed gratitude for the culmination of work over the last 7 months and the instructional calendar. He said the established trust is the result of the strong work happening throughout the district.

Future

Mr. Hermes

- Discuss COVID 19 and what the district is doing to help make parents comfortable starting a new school year
- Consider holding a vaccination drive providing opportunity for 4 year olds to be vaccinated

Adjournment

Board Clerk Edward Hermes declared the meeting adjourned at 5:53 pm.

Minutes submitted by:

Lisa Nye, Executive Assistant
to the Superintendent and Governing Board

Edward Hermes, Board Clerk

OSBORN SCHOOL DISTRICT NO. 8
August 16, 2022
Board Meeting

**The Osborn Community advances the full potential of every child
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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>
Campbell, Amelia	4th Grade Teacher	SOL	7/26/2022	\$46,000.00
Junejo, Sadaf	Teacher SC	SOL	8/8/2022	\$51,000.00

NEW EMPLOYEES: CLASSIFIED

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE HIRED</u>	<u>RATE OF PAY</u>
Brewer, Madisun	Behavior Technician	MCS	8/3/2022	\$17.14
Lopez, Samantha	Educational Asst	ENC	8/8/2022	\$14.03
Raham, Nadira	Educational Asst	ENC	8/8/2022	\$14.03
Garza, Raul	Custodian	M&T	8/3/2022	\$14.54
Covarrubias, Maricela	Bus Driver-12 month	M&T	8/2/2022	\$22.37
Rodriguez, Daphne	Van Driver	M&T	8/22/2022	\$19.52
Wycoff, Shee'Kna	Educational Asst	SOL	8/8/2022	\$14.93

RATIFY ADDENDUM TO CONTRACT

<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>
Adams, Peyton	Curriculum Planning/Data Analysis 7/28-7/29/22	\$400.00
Aken, Ann	Curriculum Planning/Data Analysis 7/28-7/29/22	\$400.00
Anderson, Rachel	McKinney Vento Support 7/26-7/29/22	\$600.00
Anderson, Rachel	McKinney Vento Liaison (School) 8/8-5/25/23	\$1,500.00
Arebalo, Cynthia	Curriculum Planning/Data Analysis 7/28-7/29/22	\$400.00
Barnett, Desiree	Summer Planning 7/29/22	\$200.00
Barnett, Desiree	Kinder Jumpstart 7/25-7/28/22	\$500.00
Barnett, Linda	Summer Planning 7/29/22	\$200.00
Barnett, Linda	MTSS Teacher 8/8/22-5/25/23	\$3,000.00
Barnett, Linda	Dyslexia Disignee 8/8/22-5/25/23	\$1,000.00
Barnett, Linda	Kinder Jumpstart 7/25-7/28/22	\$500.00
Best, Maude	Summer Planning 7/28-7/29/22	\$400.00
Bucklew, Joan	Master Teacher (TAP) 8/8/23- 5/25/23	\$5,000.00
Butier, Lindsay	Curriculum Training 7/5-7/5/22	\$320.00
Cervantes, Eddie	Summer Planning 7/13-7/27/22	\$400.00
Cervantes, Eddie	Summer Planning 7/28-7/29/22	\$400.00
Chavez, Cristina	Kinder Jumpstart 7/25-7/28/22	\$500.00
Chevalier, Cecilia	Master Teacher (TAP) 8/8/23- 5/25/23	\$5,000.00
Chevalier, Cecilia	21st Century Site Coordinator 8/4/22-5/26/23	\$5,000.00
Copelly, Rosalba	Curriculum Training 7/18-7/22/22	\$1,100.00
Deer, Cynthia	Curriculum Training 7/18-7/22/22	\$1,100.00
Delgado, Cristina	McKinney Vento Support 7/26-7/29/22	\$600.00
Delgado, Cristina	McKinney Vento Liaison (School) 8/8-5/25/23	\$5,000.00
Diaz, Celeste	Curriculum Training 7/18-7/22/22	\$1,100.00
Diaz, Celeste	Lead Teacher 7/28/22	\$200.00
Diaz, Celeste	Lead Teacher 8/4/22-5/26/22	\$1,500.00
Dodge, Jessica	Curriculum Planning/Data Analysis 7/28-7/29/22	\$400.00
Echeverria, Lushanya	Curriculum Planning/Data Analysis 7/25-7/26/22	\$400.00
Formanek, John	Curriculum Training 7/18-7/22/22	\$1,100.00
Formanek, John	Lead Teacher 7/28/22	\$200.00
Formanek, John	Lead Teacher 8/4/22-5/26/22	\$1,500.00
Garcia, Maria	Summer Planning 7/29/22	\$200.00
Garcia-Stubbs, D'andre	Summer Planning 7/28-7/29/22	\$400.00
Grant, Michael	Curriculum Training 7/18-7/22/22	\$1,100.00
Gully, Emmy	Curriculum Training 7/18-7/22/22	\$1,100.00
Gully, Emmy	Lead Teacher 7/28/22	\$200.00
Gully, Emmy	Lead Teacher 8/4/22-5/26/22	\$3,000.00
Hastenstab, Stephanie	Lead Teacher 8/4/22-5/26/22	\$1,500.00
Hastentab, Stephanie	Lead Teacher 7/28/22	\$200.00
Heath, Elizabeth	Summer Planning 7/13/22	\$400.00
Heath, Elizabeth	MTSS Teacher 8/8/22-5/25/23	\$3,000.00
Hess, James	Summer Planning 7/28-7/29/22	\$400.00
Holderman, Melissa	Dyslexia Disignee 8/8/22-5/25/23	\$1,000.00

Hooks, J Romelo	McKinney Vento Support 7/26-7/29/22	\$600.00
Hooks, Romelo	McKinney Vento Liaison (School) 8/8-5/25/23	\$1,500.00
Hubbell, Amelia	Master Teacher (TAP) 8/8/23- 5/25/23	\$5,000.00
Hunt, Lisa	Master Teacher (TAP) 8/8/23- 5/25/23	\$5,000.00
Hunt, Lisa	Curriculum Planning/Data Analysis 7/28-7/29/22	\$400.00
Jordan, Isabel	Lead Teacher 7/28/22	\$200.00
Jordan, Isabel	Lead Teacher 8/4/22-5/26/22	\$1,500.00
Kahl, Kayce	Curriculum Planning/Data Analysis 7/28-7/29/22	\$400.00
Linn, Jennifer	Summer Planning 7/13/22	\$400.00
Linn, Jennifer	Summer Planning 7/28-7/29/22	\$400.00
Mange, Mirna	Curriculum Training 7/18-7/22/22	\$1,100.00
Mange, Mirna	Dyslexia Disignee 8/8/22-5/25/23	\$1,000.00
Merrill, Amanda	Master Teacher (TAP) 8/8/23- 5/25/23	\$5,000.00
Meyer, Kelsey	Curriculum Planning/Data Analysis 7/25-7/26/22	\$400.00
Meyer, Kelsey	Mentor Teacher 8/8/22-5/25/23	\$1,500.00
Murray, Brigid	Curriculum Training 7/18-7/22/22	\$1,100.00
Nevarez, Mae	Master Teacher (TAP) 8/8/23- 5/25/23	\$5,000.00
Pacheco, Edna	Curriculum Training 7/18-7/22/22	\$1,100.00
Pacheco, Edna	HQ - Lead Teacher 8/4/22-5/26/22	\$2,500.00
Palache, Hilda	Summer Planning 7/29/22	\$200.00
Palache, Hilda	Curriculum Planning/Data Analysis 7/28-7/29/22	\$400.00
Patterson, Alice	Curriculum Training 7/18-7/22/22	\$1,100.00
Pendall-Castro Emily	Curriculum Training 7/18-7/22/22	\$1,100.00
Perez, Jose	Curriculum Planning/Data Analysis 7/28-7/29/22	\$400.00
Perez, Katarina	Master Teacher (TAP) 8/8/23- 5/25/23	\$5,000.00
Pizarro, Kelsey	Curriculum Planning/ Data Analysis 7/28-7/29/22	\$400.00
Ramirez, Christina	Mentor Teacher 8/8/22-5/25/23	\$3,000.00
Renning, Amanda	Summer Planning 7/29/22	\$200.00
Ruiz, Ruth	Curriculum Planning/Data Analysis 7/28-7/29/22	\$400.00
Schrey, Kaitlyn	Curriculum Training 7/18-7/22/22	\$1,100.00
Schrey, Kaitlyn	Lead Teacher 7/28/22	\$200.00
Schrey, Kaitlyn	Lead Teacher 8/4/22-5/26/22	\$1,500.00
Shillito, Alexandra	Curriculum Training 7/18-7/22/22	\$1,100.00
Stearns-Snyder, Sarah	Curriculum Training 7/18-7/22/22	\$1,100.00
Tenijieth, Mia	Curriculum Training 7/18-7/22/22	\$1,100.00
Tenijieth, Mia	21st Century Site Coordinator 8/4/22-5/26/23	\$5,000.00
Terriciano, Molly	Curriculum Training 7/28-7/29/22	\$400.00
Torres, Tatiana	McKinney Vento Support 7/26-7/29/22	\$600.00
Torres, Tatiana	21st Century Coordinator 8/3/22-5/26/23	\$10,000.00
Torres, Tatiana	McKinney Vento Liaison (School) 8/8-5/25/23	\$1,500.00
Tsarsis, Cara	Summer Planning 7/29/22	\$200.00
Valencia, Luis	Summer Planning 7/29/22	\$200.00
Valentine, Britnie	Curriculum Training 7/18-7/22/22	\$1,100.00
Valentine, Britnie	Lead Teacher 7/28/22	\$200.00
Valentine, Britnie	Lead Teacher 8/4/22-5/26/22	\$1,500.00
Weidner, Jordan	Lead Teacher 7/28/22	\$200.00
Weidner, Jordan	Lead Teacher 8/4/22-5/26/22	\$1,500.00
Wright, Samantha	Mentor Teacher 8/8/22-5/25/23	\$3,000.00
Yaqubi, Nogyn	Early Kinder Testing 7/26-7/28/22	\$500.00
Rodriguez, Christina	Summer Child Find Evaluation Team 6/6-6/30/22	\$2,494.00

ADDITIONAL ASSIGNMENTS

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE</u>	<u>RATE OF PAY</u>
Alban Salgado, Ivonne	Food II	SOL	8/2/2022	\$ 14.20
Amado, Nayra	Cafeteria Manager	ENC	7/25/2022	\$ 24.68
Brewer, Madisun	Behavior Technician	MCS	8/1/2022	\$ 17.14
Cano Sotelo, Maria	Baker/Cook	LNV	8/2/2022	\$ 15.55
Carranza, Maria	Summer School Substitute	ENC	7/25/2022	\$150/day
Chavez, Marisela	Food II	LNV	8/2/2022	\$ 14.20
Coria de Blanco, Alicia	Food II	ENC	8/2/2022	\$ 15.02
Daniolos, Katy	Educational Asst	LNV	8/4/2022	\$ 18.77
Diaz, Martha	Food II	ENC	8/2/2022	\$ 13.80
Dominguez, Maria Elena	Cashier	ENC	8/2/2022	\$ 15.35
Escobedo, Rosario	Cashier	ENC	8/2/2022	\$ 14.00
Friend, Mary Jennifer	Behavior Technician	MCS	8/1/2022	\$ 22.20
Gonzales Pelico, Gricelda	Food II	OMS	8/2/2022	\$ 14.00
Gonzalez Hernandez, Lida	Baker/Cook	OMS	8/2/2022	\$ 14.86
Hernandez, Maria	Cashier	OMS	8/2/2022	\$ 15.35
Machuca, Cecilia	Cashier	ENC	8/2/2022	\$ 15.02
Morris, Annette	Educational Asst	LNV	8/4/2022	\$ 17.14
Munera, Julian	Baker/Cook	ENC	8/2/2022	\$ 14.46
Pinedo, Maria Teresa	Cashier	ENC	8/2/2022	\$ 18.02
Prather, Santoi	Summer Cleaning Crew	M&T	7/13/2022	\$ 16.93
Quijas, Jenny	Behavior Technician	MCS	8/1/2022	\$ 21.14
Rios, Rosa	Food II	LNV	8/2/2022	\$ 17.85
Rocha, Aurelia	Baker/Cook	ENC	8/2/2022	\$ 15.75
Sanchez Vivas, Maria	Food II	SOL	8/2/2022	\$ 13.80
Shaw, Beatrice	Baker/Cook	SOL	8/2/2022	\$ 16.01
Smith, Alexis	Behavior Technician	MCS	8/3/2022	\$ 20.62
Teran, Irma	Baker/Cook	SOL	8/2/2022	\$ 15.33
Vargas, Susana	Baker/Cook	LNV	8/2/2022	\$ 15.33
Gerlock, Storm	21st Century Coordinator	ENC	7/14/2022	\$ 15.23
Amado, Nayra	Summer Cleaning Crew	ENC	7/1/2022	\$ 16.93
Duran, Yanet	Educational Asst	SOL	7/18/2022	\$ 16.62
Barajas, Marisol	Interpreter	OMS	8/8/2022	\$ 17.24
Charles, Raymond	ELL Para Pro	MCS	8/8/2022	\$ 20.04
Corral, Martha	Interpreter	SOL	8/8/2022	\$ 20.42
Duran, Yanet	Interpreter	SOL	8/8/2022	\$ 16.62
Escarcega, Valerie	Interpreter	ENC	8/8/2022	\$ 16.74
Fonseca, Luz	Interpreter	T&L	8/8/2022	\$ 22.42
Jordan, Isabel	Educational Asst SC/CC	SOL	7/18/2022	\$ 18.27
Morris, Annette	Interpreter	LNV	8/8/2022	\$ 17.14
Romero, Manuela	Interpreter	ENC	8/8/2022	\$ 18.71
Scialdone, Ariana	Educational Asst SC/CC	SOL	7/18/2022	\$ 15.81
Stubbs, Juanita	Interpreter	LNV	8/8/2022	\$ 17.93
Villacorta, Raquel	Interpreter	ENC	8/8/2022	\$ 16.54
Ward, Roger	Behavior Technician	SOL	7/18/2022	\$ 17.14
Agan Cole, Zachary	Educational Asst SC/CC	LNV	8/5/2022	\$ 23.77
Andrews, Micah	Educational Asst Resource	OMS	8/5/2022	\$ 15.55
Bailon, Magdalena	Educational Asst SC/CC	ENC	8/5/2022	\$ 14.93
Davis, Jackson	Educational Asst Resource	CLA	8/5/2022	\$ 14.03
Enriquez, Acsalia	Educational Asst DD Preschool	ENC	8/5/2022	\$ 19.47
Enriquez, Jodi	Educational Asst SC/CC	ENC	8/5/2022	\$ 13.94
German, Julie	Educational Asst Resource	ENC	8/5/2022	\$ 20.86
Gloria, Rachel	Educational Asst DD Preschool	LNV	8/5/2022	\$ 19.67
Gonzales, Bonellie	Educational Asst DD Preschool	LNV	8/5/2022	\$ 14.93
Hallock, Karin	Educational Asst SC/CC	LNV	8/5/2022	\$ 17.62
Herrada Alvarez, Ma Claudia	Educational Asst SC/CC	OMS	8/5/2022	\$ 16.94
Jaeguri, Mae	Educational Asst SC/CC	LNV	8/5/2022	\$ 14.46
Jansen, Celia	Educational Asst SC/CC	CLA	8/5/2022	\$ 18.80
Loyola, Elizabeth	Educational Asst SC/CC	LNV	8/5/2022	\$ 18.97
Mars, Essence	Educational Asst SC/CC	SOL	8/5/2022	\$ 15.24
Ramirez, Edgar	Educational Asst Resource	OMS	8/5/2022	\$ 14.03
Romo, Michael	Educational Asst Resource	LNV	8/5/2022	\$ 17.15
Scialdone, Ariana	Educational Asst SC/CC	SOL	8/5/2022	\$ 15.81
Spencer, Monika	Educational Asst Resource	LNV	8/5/2022	\$ 15.35
Thomson, Rosalva	Educational Asst SC/CC	OMS	8/5/2022	\$ 19.57
Watson, Elva	Educational Asst Resource	OMS	8/5/2022	\$ 15.81
Weirman, Barbara	Educational Asst Resource	CLA	8/5/2022	\$ 18.27
Winters, MaryJo	Educational Asst SC/CC	SOL	8/5/2022	\$ 16.65
Wood, Ethel	Educational Asst SC/CC	SOL	8/5/2022	\$ 19.47

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>
Agan-Cole, Zachary	Behavior Technician	Educational Asst	LNV	8/8/2022	\$23.77
Arana, April	Behavior Technician	Long Term Sub	Montecito	7/26/2022	\$175/day
Dagnino, Maria	Cashier	Café Manager	OMS	8/1/2022	\$17.83
Diaz, Martha	Food II	Cashier	ENC	8/4/2022	\$16.25
Dodge, Jessica	3rd Grade Teacher	4th Grade Teacher	CLA	8/2/2022	\$48,294.00
Dominguez, Maria Elena	Cashier	Cashier	LNV	8/4/2022	\$15.35
Duran, Jessica	Educational Asst	Educational Asst	CLA	8/8/2022	\$13.94

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>
Conway, Sean	Reading Specialist	ENC	5/27/2022
Williams, Sekita	Educational Asst	SOL	5/27/2022
Soberanis Velazquez, Susan	Educational Asst	SOL	5/26/2022
Thomas, Derek	Behavior Technician	OMS	5/26/2022
Quijas, Jenny	Behavior Technician	MCS	8/1/2022

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>
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LEAVE OF ABSENCES:

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

<u>NAME</u>	<u>REASON</u>	<u>LOCATION</u>	<u>DATE</u>
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OSBORN SCHOOL DISTRICT NO. 8
August 16, 2022
Board Meeting

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

Agenda Item Number – IV-E

Agenda Item
Donations

For Board: Action Discussion Information

Background –

Donor	Donation	Location	Estimated Value
LISC Phoenix	Gardening Grant	Solano	\$10,000.00
Rotary Club of Phoenix West	Books	District Wide	\$271.73

Legal

Financial

Governing Board Goals

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

Recommendation

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

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT #8
REQUEST FOR ACCEPTANCE OF
DONATIONS AND GIFTS

NAME OF INDIVIDUAL MAKING DONATION: _____
(PLEASE PRINT)

REPRESENTING (FIRM, CORPORATION): _____

SIGNATURE _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE NUMBER (HOME) _____ (OFFICE) _____

SCHOOL REQUESTING ACCEPTANCE _____

PRINCIPAL SIGNATURE _____ DATE _____

DONATED ITEM:

DESCRIPTION _____

SERIAL # _____

ESTIMATED VALUE _____

ROOM #/LOCATION OF ITEM _____

BUSINESS OFFICE/PROPERTY CONTROL

ASSIGNED ASSET # _____

DATE OF BOARD APPROVAL _____

Rotary Donation August 2022

Title	Author	price
Have You ever Seen a Flower	Shawn Harris	\$17.00
Go Bikes Go	Addie Boswell	\$9.99
My Friend Earth	Patricia MacLachlan	\$17.99
Pirate Girl	Cornelia Funke	\$15.95
The Way Home in the Night	Akiko Miyakoshi	\$16.95
Your Place in the Universe	Jason Chin	\$18.99
The Tale of the Mandarin Duck	Bette Midler	\$18.99
I am Human A Book of Empathy	Susan Verde	\$14.99
Watercress	Andrea Wang	\$18.99
A Drop Around the World	Barbara Shaw McKinney	
Over and Under the Pond	Kate Messner	\$17.99
Sofia Valdez, Future Prez	Andrea Beaty	\$18.99
the Masterpiece	Mr. Jay	\$17.95
We Are Water Protectors	Carole Lindstrom	\$17.99
Me & Mama	Cozbi Cabrera	\$17.99
The Water Princess	Susan Verde	\$17.99
What if Everybody Did That?	Ellen Javernick	\$12.99
Total		\$271.73

OSBORN SCHOOL DISTRICT #8

REQUEST FOR ACCEPTANCE OF DONATIONS AND GIFTS

NAME OF INDIVIDUAL MAKING DONATION: LISC Phoenix
(PLEASE PRINT)

REPRESENTING (FIRM, CORPORATION): City of Phoenix - Councilwoman Guardado

SIGNATURE Roseanne Albright

ADDRESS 200 W. Washington 14th Floor

CITY Phoenix STATE AZ ZIP 85003

PHONE NUMBER (HOME) 602-256-3452 (OFFICE) _____

SCHOOL REQUESTING ACCEPTANCE Solano

PRINCIPAL SIGNATURE [Signature] DATE 7/27/22

DONATED ITEM:

DESCRIPTION gardening grant

SERIAL # _____

ESTIMATED VALUE \$10,000

ROOM #/LOCATION OF ITEM gardens throughout campus

BUSINESS OFFICE/PROPERTY CONTROL _____

ASSIGNED ASSET # _____

DATE OF BOARD APPROVAL _____

ORIG. — PROP. CONTROL

YELLOW — BSN. MGR.

PINK — SCHOOL/DEPT. HEAD

OSBORN SCHOOL DISTRICT NO. 8
August 16, 2022
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: 7/1/2022

To Date: 7/31/2022

Fiscal Year: 2021-2022

- 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	\$0.00	(\$11,177,430.51)	\$11,177,430.51	\$0.00	\$11,177,430.51	0.00%
001.000.0000.2000.000.000.0000	REVENUE FROM COUNTY	\$0.00	\$0.00	(\$510,744.45)	\$510,744.45	\$0.00	\$510,744.45	0.00%
001.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	(\$1,490,214.43)	(\$5,934,069.35)	\$5,934,069.35	\$0.00	\$5,934,069.35	0.00%
001.000.0000.6000.000.000.0000	EXPENDITURES	\$19,734,302.00	\$399,059.73	\$17,993,829.95	\$1,740,472.05	\$1,203,596.23	\$536,875.82	2.72%
	FUND: MAINTENANCE AND OPERATION - 001	\$19,734,302.00	(\$1,091,154.70)	\$371,585.64	\$19,362,716.36	\$1,203,596.23	\$18,159,120.13	92.02%
010.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$1,014,103.13)	\$1,014,103.13	\$0.00	\$1,014,103.13	0.00%
	FUND: CLASSROOM SITE FUND - 010	\$0.00	\$0.00	(\$1,014,103.13)	\$1,014,103.13	\$0.00	\$1,014,103.13	0.00%
011.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$201,607.30)	\$201,607.30	\$0.00	\$201,607.30	0.00%
011.000.0000.6000.000.000.0000	EXPENDITURES	\$423,870.00	\$0.00	\$784,910.60	(\$361,040.60)	\$0.00	(\$361,040.60)	-85.18%
	FUND: P301 BASE PAY - 011	\$423,870.00	\$0.00	\$583,303.30	(\$159,433.30)	\$0.00	(\$159,433.30)	-37.61%
012.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$403,214.60)	\$403,214.60	\$0.00	\$403,214.60	0.00%
012.000.0000.6000.000.000.0000	EXPENDITURES	\$1,174,953.00	\$1,152.57	\$407,342.81	\$767,610.19	\$0.00	\$767,610.19	65.33%
	FUND: P301 PERFORMANCE PAY - 012	\$1,174,953.00	\$1,152.57	\$4,128.21	\$1,170,824.79	\$0.00	\$1,170,824.79	99.65%
013.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$403,214.64)	\$403,214.64	\$0.00	\$403,214.64	0.00%
013.000.0000.6000.000.000.0000	EXPENDITURES	\$2,442,228.00	\$0.00	\$185,379.90	\$2,256,848.10	\$0.00	\$2,256,848.10	92.41%
	FUND: P301 CLASSROOM IMPROVMENT - 013	\$2,442,228.00	\$0.00	(\$217,834.74)	\$2,660,062.74	\$0.00	\$2,660,062.74	108.92%
020.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$93,757.35)	\$93,757.35	\$0.00	\$93,757.35	0.00%
020.000.0000.6000.000.000.0000	EXPENDITURES	\$500,000.00	\$59.83	\$146,380.63	\$353,619.37	\$0.00	\$353,619.37	70.72%
	FUND: INSTRUCTIONAL IMPROVEMENT FUND - 020	\$500,000.00	\$59.83	\$52,623.28	\$447,376.72	\$0.00	\$447,376.72	89.48%
100.000.0000.6000.000.000.0000	EXPENDITURES	\$1,805,109.59	\$68,920.60	\$1,500,372.61	\$304,736.98	\$10,877.67	\$293,859.31	16.28%
	FUND: TITLE I - 100	\$1,805,109.59	\$68,920.60	\$1,500,372.61	\$304,736.98	\$10,877.67	\$293,859.31	16.28%
101.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$333.50)	\$333.50	\$0.00	\$333.50	0.00%
101.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$86,590.07)	\$86,590.07	\$0.00	\$86,590.07	0.00%
101.000.0000.6000.000.000.0000	EXPENDITURES	\$1,377,594.10	\$0.00	\$0.00	\$1,377,594.10	\$0.00	\$1,377,594.10	100.00%
	FUND: TITLE I - 101	\$1,377,594.10	\$0.00	(\$86,923.57)	\$1,464,517.67	\$0.00	\$1,464,517.67	106.31%
115.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$20,251.92)	\$20,251.92	\$0.00	\$20,251.92	0.00%
115.000.0000.6000.000.000.0000	EXPENDITURES	\$57,000.00	\$0.00	\$0.00	\$57,000.00	\$392.00	\$56,608.00	99.31%
	FUND: TITLE I TARGETED SUPPORT & IMPROVEMENT - 115	\$57,000.00	\$0.00	(\$20,251.92)	\$77,251.92	\$392.00	\$76,859.92	134.84%
116.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$14,000.00)	\$14,000.00	\$0.00	\$14,000.00	0.00%
116.000.0000.6000.000.000.0000	EXPENDITURES	\$30,000.00	\$3,864.32	\$17,864.32	\$12,135.68	\$392.00	\$11,743.68	39.15%
	FUND: TITLE I TARGETED SUPPORT & IMPROVEMENT - 116	\$30,000.00	\$3,864.32	\$3,864.32	\$26,135.68	\$392.00	\$25,743.68	85.81%
140.000.0000.6000.000.000.0000	EXPENDITURES	\$248,730.52	\$4,465.77	\$84,929.34	\$163,801.18	\$34,265.20	\$129,535.98	52.08%
	FUND: TITLE IIA - IMPROVING TEACHER QUALITY - 140	\$248,730.52	\$4,465.77	\$84,929.34	\$163,801.18	\$34,265.20	\$129,535.98	52.08%
141.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$85,713.72)	\$85,713.72	\$0.00	\$85,713.72	0.00%
141.000.0000.6000.000.000.0000	EXPENDITURES	\$138,859.62	\$0.00	\$0.07	\$138,859.55	\$0.00	\$138,859.55	100.00%
	FUND: TITLE IIA - IMPROVING TEACHER QUALITY - 141	\$138,859.62	\$0.00	(\$85,713.65)	\$224,573.27	\$0.00	\$224,573.27	161.73%
160.000.0000.6000.000.000.0000	EXPENDITURES	\$190,618.78	\$42,795.00	\$95,425.89	\$95,192.89	\$13,506.81	\$81,686.08	42.85%
	FUND: TITLE IV - SAFE & DRUG FREE BASIC - 160	\$190,618.78	\$42,795.00	\$95,425.89	\$95,192.89	\$13,506.81	\$81,686.08	42.85%
161.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$33,551.73)	\$33,551.73	\$0.00	\$33,551.73	0.00%

Osborn School District

Board Exp & Revenue Report

From Date: 7/1/2022

To Date: 7/31/2022

Fiscal Year: 2021-2022

- 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
161.000.0000.6000.000.000.0000	EXPENDITURES	\$97,234.36	\$0.00	\$656.37	\$96,577.99	\$0.00	\$96,577.99	99.32%
	FUND: TITLE IV - SAFE & DRUG FREE BASIC - 161	\$97,234.36	\$0.00	(\$32,895.36)	\$130,129.72	\$0.00	\$130,129.72	133.83%
162.000.0000.6000.000.000.0000	EXPENDITURES	\$324,000.00	\$41,303.96	\$149,464.49	\$174,535.51	\$12,139.21	\$162,396.30	50.12%
	FUND: 21ST CENTURY (ENC, SOL) - 162	\$324,000.00	\$41,303.96	\$149,464.49	\$174,535.51	\$12,139.21	\$162,396.30	50.12%
163.000.0000.6000.000.000.0000	EXPENDITURES	\$486,100.00	\$89,919.23	\$293,278.68	\$192,821.32	\$8,633.16	\$184,188.16	37.89%
	FUND: 21ST CENTURY (CL, LV, OMS) - 163	\$486,100.00	\$89,919.23	\$293,278.68	\$192,821.32	\$8,633.16	\$184,188.16	37.89%
190.000.0000.6000.000.000.0000	EXPENDITURES	\$56,236.50	\$3,533.18	\$51,286.37	\$4,950.13	\$1,157.23	\$3,792.90	6.74%
	FUND: TITLE III - 190	\$56,236.50	\$3,533.18	\$51,286.37	\$4,950.13	\$1,157.23	\$3,792.90	6.74%
191.000.0000.6000.000.000.0000	EXPENDITURES	\$48,573.62	\$0.00	\$2,820.52	\$45,753.10	\$0.00	\$45,753.10	94.19%
	FUND: TITLE III - 191	\$48,573.62	\$0.00	\$2,820.52	\$45,753.10	\$0.00	\$45,753.10	94.19%
200.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$36,772.12)	\$36,772.12	\$0.00	\$36,772.12	0.00%
200.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$0.00	\$45,683.55	(\$45,683.55)	\$0.00	(\$45,683.55)	0.00%
	FUND: TITLE VII - INDIAN ED - 200	\$0.00	\$0.00	\$8,911.43	(\$8,911.43)	\$0.00	(\$8,911.43)	0.00%
220.000.0000.6000.000.000.0000	EXPENDITURES	\$1,130,009.76	\$470.71	\$723,262.40	\$406,747.36	\$2,913.76	\$403,833.60	35.74%
	FUND: IDEA - BASIC - 220	\$1,130,009.76	\$470.71	\$723,262.40	\$406,747.36	\$2,913.76	\$403,833.60	35.74%
221.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$114,829.48)	\$114,829.48	\$0.00	\$114,829.48	0.00%
221.000.0000.6000.000.000.0000	EXPENDITURES	\$649,589.42	\$0.00	\$171,539.36	\$478,050.06	\$112,771.93	\$365,278.13	56.23%
	FUND: IDEA BASIC - 221	\$649,589.42	\$0.00	\$56,709.88	\$592,879.54	\$112,771.93	\$480,107.61	73.91%
222.000.0000.6000.000.000.0000	EXPENDITURES	\$29,517.50	\$0.00	\$19,667.92	\$9,849.58	\$1,978.00	\$7,871.58	26.67%
	FUND: IDEA - PRESCHOOL GRANT - 222	\$29,517.50	\$0.00	\$19,667.92	\$9,849.58	\$1,978.00	\$7,871.58	26.67%
223.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$4,049.11)	\$4,049.11	\$0.00	\$4,049.11	0.00%
	FUND: IDEA EDISA - 2 Training - 223	\$0.00	\$0.00	(\$4,049.11)	\$4,049.11	\$0.00	\$4,049.11	0.00%
227.000.0000.6000.000.000.0000	EXPENDITURES	\$11,872.68	\$0.00	\$0.00	\$11,872.68	\$0.00	\$11,872.68	100.00%
	FUND: ARP- IDEA PRESCHOOL - 227	\$11,872.68	\$0.00	\$0.00	\$11,872.68	\$0.00	\$11,872.68	100.00%
228.000.0000.6000.000.000.0000	EXPENDITURES	\$158,934.55	\$45,230.83	\$45,230.83	\$113,703.72	\$0.00	\$113,703.72	71.54%
	FUND: ARP- IDEA BASIC - 228	\$158,934.55	\$45,230.83	\$45,230.83	\$113,703.72	\$0.00	\$113,703.72	71.54%
230.000.0000.6000.000.000.0000	EXPENDITURES	\$48,324.25	\$12,342.34	\$56,020.41	(\$7,696.16)	\$500.00	(\$8,196.16)	-16.96%
	FUND: JOHNSON-O'MALLEY - 230	\$48,324.25	\$12,342.34	\$56,020.41	(\$7,696.16)	\$500.00	(\$8,196.16)	-16.96%
231.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$10,152.16)	\$10,152.16	\$0.00	\$10,152.16	0.00%
231.000.0000.6000.000.000.0000	EXPENDITURES	\$42,153.23	\$0.00	\$541.50	\$41,611.73	\$0.00	\$41,611.73	98.72%
	FUND: JOHNSON-O'MALLEY - 231	\$42,153.23	\$0.00	(\$9,610.66)	\$51,763.89	\$0.00	\$51,763.89	122.80%
280.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$16,028.43)	\$16,028.43	\$0.00	\$16,028.43	0.00%
280.000.0000.6000.000.000.0000	EXPENDITURES	\$29,828.93	\$0.00	\$16,028.43	\$13,800.50	\$6,445.39	\$7,355.11	24.66%
	FUND: EDUCATION FOR HOMELESS CHILDREN - 280	\$29,828.93	\$0.00	\$0.00	\$29,828.93	\$6,445.39	\$23,383.54	78.39%
281.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$212.38)	\$212.38	\$0.00	\$212.38	0.00%
281.000.0000.6000.000.000.0000	EXPENDITURES	\$25,000.00	\$0.00	(\$8,478.02)	\$33,478.02	\$0.00	\$33,478.02	133.91%
	FUND: EDUCATION FOR HOMELESS CHILDREN - 281	\$25,000.00	\$0.00	(\$8,690.40)	\$33,690.40	\$0.00	\$33,690.40	134.76%

Osborn School District

Board Exp & Revenue Report

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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
284.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$14,132.50)	\$14,132.50	\$0.00	\$14,132.50	0.00%
284.000.0000.6000.000.000.0000	EXPENDITURES	\$41,072.80	\$0.00	\$42,042.90	(\$970.10)	\$0.00	(\$970.10)	-2.36%
	FUND: ARP - HOMELESS I - 284	\$41,072.80	\$0.00	\$27,910.40	\$13,162.40	\$0.00	\$13,162.40	32.05%
290.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$236,331.89)	\$236,331.89	\$0.00	\$236,331.89	0.00%
290.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$7,243.45	\$272,487.98	(\$272,487.98)	\$0.00	(\$272,487.98)	0.00%
	FUND: MEDICAID REIMB - 290	\$0.00	\$7,243.45	\$36,156.09	(\$36,156.09)	\$0.00	(\$36,156.09)	0.00%
326.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$953,326.40)	\$953,326.40	\$0.00	\$953,326.40	0.00%
326.000.0000.6000.000.000.0000	EXPENDITURES	\$102,103.82	\$0.00	\$53,914.26	\$48,189.56	\$29,391.73	\$18,797.83	18.41%
	FUND: ESSER CARES - 326	\$102,103.82	\$0.00	(\$899,412.14)	\$1,001,515.96	\$29,391.73	\$972,124.23	952.09%
327.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$20,708.86)	\$20,708.86	\$0.00	\$20,708.86	0.00%
327.000.0000.6000.000.000.0000	EXPENDITURES	\$30,831.16	\$0.00	\$0.00	\$30,831.16	\$0.00	\$30,831.16	100.00%
	FUND: ACCELERATION ACADEMY GRANT - 327	\$30,831.16	\$0.00	(\$20,708.86)	\$51,540.02	\$0.00	\$51,540.02	167.17%
328.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	(\$2,000.00)	0.00%
	FUND: ENROLLMENT STABILIZATION GRANT - 328	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	(\$2,000.00)	0.00%
336.000.0000.6000.000.000.0000	EXPENDITURES	\$1,960,477.46	\$12,542.13	\$1,162,943.12	\$797,534.34	\$67,875.16	\$729,659.18	37.22%
	FUND: ESSER / CARES ROUND II - 336	\$1,960,477.46	\$12,542.13	\$1,162,943.12	\$797,534.34	\$67,875.16	\$729,659.18	37.22%
337.000.0000.6000.000.000.0000	EXPENDITURES	\$54,291.14	\$13,918.67	\$13,918.67	\$40,372.47	\$329.55	\$40,042.92	73.76%
	FUND: ACCELERATION ACADEMIES GRANT - 337	\$54,291.14	\$13,918.67	\$13,918.67	\$40,372.47	\$329.55	\$40,042.92	73.76%
346.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$273,241.16	\$2,770,639.31	(\$2,770,639.31)	\$16,993.05	(\$2,787,632.36)	0.00%
	FUND: ESSER ROUND III - 346	\$0.00	\$273,241.16	\$2,770,639.31	(\$2,770,639.31)	\$16,993.05	(\$2,787,632.36)	0.00%
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%
457.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$306,503.87)	\$306,503.87	\$0.00	\$306,503.87	0.00%
457.000.0000.6000.000.000.0000	EXPENDITURES	\$235,344.17	\$291.83	\$280,233.63	(\$44,889.46)	\$178.64	(\$45,068.10)	-19.15%
	FUND: RESULTS BASED FUNDING - 457	\$235,344.17	\$291.83	(\$26,270.24)	\$261,614.41	\$178.64	\$261,435.77	111.09%
465.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$2,000,000.00)	\$2,000,000.00	\$0.00	\$2,000,000.00	0.00%
465.000.0000.6000.000.000.0000	EXPENDITURES	\$2,000,000.00	\$0.00	\$0.00	\$2,000,000.00	\$1,512,399.95	\$487,600.05	24.38%
	FUND: AZ TRANSPORTATION MODERNIZATION GRANT - 465	\$2,000,000.00	\$0.00	(\$2,000,000.00)	\$4,000,000.00	\$1,512,399.95	\$2,487,600.05	124.38%
472.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$189,706.19)	\$189,706.19	\$0.00	\$189,706.19	0.00%
472.000.0000.6000.000.000.0000	EXPENDITURES	\$127,913.32	\$0.00	\$117,126.45	\$10,786.87	\$0.00	\$10,786.87	8.43%
	FUND: EARLY LITERACY GRANT - 472	\$127,913.32	\$0.00	(\$72,579.74)	\$200,493.06	\$0.00	\$200,493.06	156.74%
482.000.0000.6000.000.000.0000	EXPENDITURES	\$360,140.00	\$0.00	\$315,689.51	\$44,450.49	\$0.00	\$44,450.49	12.34%
	FUND: SCHOOL SAFETY EXPANSION - 482	\$360,140.00	\$0.00	\$315,689.51	\$44,450.49	\$0.00	\$44,450.49	12.34%
487.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$106,378.00)	\$106,378.00	\$0.00	\$106,378.00	0.00%
	FUND: ESEN- - 487	\$0.00	\$0.00	(\$106,378.00)	\$106,378.00	\$0.00	\$106,378.00	0.00%
500.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$134,241.03)	\$134,241.03	\$0.00	\$134,241.03	0.00%
500.000.0000.5000.000.000.0000	REVENUE FROM OTHER SOURCES	\$0.00	\$0.00	(\$1,254.85)	\$1,254.85	\$0.00	\$1,254.85	0.00%

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Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
500.000.0000.6000.000.000.0000	EXPENDITURES	\$576,000.00	\$0.00	(\$38,820.66)	\$614,820.66	\$0.00	\$614,820.66	106.74%
	FUND: SCH PL-SALE/LEAS OVR 1 YR - 500	\$576,000.00	\$0.00	(\$174,316.54)	\$750,316.54	\$0.00	\$750,316.54	130.26%
510.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$14,022.12)	\$14,022.12	\$0.00	\$14,022.12	0.00%
510.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$2,004,286.36)	\$2,004,286.36	\$0.00	\$2,004,286.36	0.00%
510.000.0000.6000.000.000.0000	EXPENDITURES	\$2,750,000.00	\$33,464.43	\$1,611,494.32	\$1,138,505.68	\$538.44	\$1,137,967.24	41.38%
	FUND: FOOD SERVICE - 510	\$2,750,000.00	\$33,464.43	(\$406,814.16)	\$3,156,814.16	\$538.44	\$3,156,275.72	114.77%
515.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$63,245.20)	\$63,245.20	\$0.00	\$63,245.20	0.00%
515.000.0000.6000.000.000.0000	EXPENDITURES	\$204,000.00	\$0.00	\$90,185.00	\$113,815.00	\$251.32	\$113,563.68	55.67%
	FUND: CIVIC CENTER - 515	\$204,000.00	\$0.00	\$26,939.80	\$177,060.20	\$251.32	\$176,808.88	86.67%
520.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$196,220.29)	\$196,220.29	\$0.00	\$196,220.29	0.00%
520.000.0000.6000.000.000.0000	EXPENDITURES	\$15,000.00	\$7.06	\$244,684.37	(\$229,684.37)	\$5,806.46	(\$235,490.83)	-1569.94%
	FUND: COMMUNITY SCHOOL - 520	\$15,000.00	\$7.06	\$48,464.08	(\$33,464.08)	\$5,806.46	(\$39,270.54)	-261.80%
521.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$56,827.49)	\$56,827.49	\$0.00	\$56,827.49	0.00%
521.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$0.00	\$107,752.31	(\$107,752.31)	\$6,996.86	(\$114,749.17)	0.00%
	FUND: COMMUNITY SCHOOL - MONTESSORI - 521	\$0.00	\$0.00	\$50,924.82	(\$50,924.82)	\$6,996.86	(\$57,921.68)	0.00%
525.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$1,609.12)	\$1,609.12	\$0.00	\$1,609.12	0.00%
525.000.0000.6000.000.000.0000	EXPENDITURES	\$31,000.00	\$1,272.79	\$1,272.79	\$29,727.21	\$0.00	\$29,727.21	95.89%
	FUND: AUXILIARY OPERATIONS - 525	\$31,000.00	\$1,272.79	(\$336.33)	\$31,336.33	\$0.00	\$31,336.33	101.08%
526.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$55,375.94)	\$55,375.94	\$0.00	\$55,375.94	0.00%
526.000.0000.6000.000.000.0000	EXPENDITURES	\$290,000.00	\$4,226.62	\$11,163.46	\$278,836.54	\$1,000.00	\$277,836.54	95.81%
	FUND: EXTRA CURR TAX FEES CR - 526	\$290,000.00	\$4,226.62	(\$44,212.48)	\$334,212.48	\$1,000.00	\$333,212.48	114.90%
530.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$298,982.27)	\$298,982.27	\$0.00	\$298,982.27	0.00%
530.000.0000.6000.000.000.0000	EXPENDITURES	\$105,000.00	\$6,817.47	\$24,792.70	\$80,207.30	\$1,636.45	\$78,570.85	74.83%
	FUND: GIFTS AND DONATIONS - 530	\$105,000.00	\$6,817.47	(\$274,189.57)	\$379,189.57	\$1,636.45	\$377,553.12	359.57%
540.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$1,375.00)	\$1,375.00	\$0.00	\$1,375.00	0.00%
540.000.0000.6000.000.000.0000	EXPENDITURES	\$14,000.00	\$70.00	\$8,089.00	\$5,911.00	\$2,862.00	\$3,049.00	21.78%
	FUND: FINGERPRINT - 540	\$14,000.00	\$70.00	\$6,714.00	\$7,286.00	\$2,862.00	\$4,424.00	31.60%
550.000.0000.6000.000.000.0000	EXPENDITURES	\$29,000.00	\$0.00	\$0.00	\$29,000.00	\$0.00	\$29,000.00	100.00%
	FUND: INSURANCE PROCEEDS - 550	\$29,000.00	\$0.00	\$0.00	\$29,000.00	\$0.00	\$29,000.00	100.00%
555.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$134.00)	\$134.00	\$0.00	\$134.00	0.00%
555.000.0000.6000.000.000.0000	EXPENDITURES	\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$0.00	\$15,000.00	100.00%
	FUND: TEXTBOOKS - 555	\$15,000.00	\$0.00	(\$134.00)	\$15,134.00	\$0.00	\$15,134.00	100.89%
565.000.0000.6000.000.000.0000	EXPENDITURES	\$4,000.00	\$0.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00	100.00%
	FUND: LITIGATION RECOVERY - 565	\$4,000.00	\$0.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00	100.00%
570.000.0000.5000.000.000.0000	REVENUE FROM OTHER SOURCES	\$0.00	\$0.00	\$93.00	(\$93.00)	\$0.00	(\$93.00)	0.00%
570.000.0000.6000.000.000.0000	EXPENDITURES	\$322,000.00	\$15,809.46	\$238,830.99	\$83,169.01	\$14,000.22	\$69,168.79	21.48%
	FUND: INDIRECT COSTS - 570	\$322,000.00	\$15,809.46	\$238,923.99	\$83,076.01	\$14,000.22	\$69,075.79	21.45%
575.000.0000.6000.000.000.0000	EXPENDITURES	\$86,000.00	\$0.00	\$10,964.29	\$75,035.71	\$26,335.96	\$48,699.75	56.63%
	FUND: UNEMPLOYMENT INSURANCE - 575	\$86,000.00	\$0.00	\$10,964.29	\$75,035.71	\$26,335.96	\$48,699.75	56.63%

Osborn School District

Board Exp & Revenue Report

Fiscal Year: 2021-2022

From Date: 7/1/2022 To Date: 7/31/2022

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
585.000.0000.6000.000.000.0000	EXPENDITURES	\$3,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100.00%
	FUND: INSURANCE REFUND - 585	\$3,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100.00%
610.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$2,939,311.21)	\$2,939,311.21	\$0.00	\$2,939,311.21	0.00%
610.000.0000.2000.000.000.0000	REVENUE FROM COUNTY	\$0.00	\$0.00	(\$94,835.60)	\$94,835.60	\$0.00	\$94,835.60	0.00%
610.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	(\$277,117.68)	(\$907,615.61)	\$907,615.61	\$0.00	\$907,615.61	0.00%
610.000.0000.6000.000.000.0000	EXPENDITURES	\$102,694.61	\$20,560.57	\$840,985.63	(\$738,291.02)	\$125,972.54	(\$864,263.56)	-841.59%
	FUND: UNRESTRICT CAPITAL OUTLAY - 610	\$102,694.61	(\$256,557.11)	(\$3,100,776.79)	\$3,203,471.40	\$125,972.54	\$3,077,498.86	2996.75%
630.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$2,085.81	\$782,269.44	(\$782,269.44)	\$946,267.38	(\$1,728,536.82)	0.00%
	FUND: BOND BUILDING - 630	\$0.00	\$2,085.81	\$782,269.44	(\$782,269.44)	\$946,267.38	(\$1,728,536.82)	0.00%
665.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$5,875.51)	\$5,875.51	\$0.00	\$5,875.51	0.00%
	FUND: ENERGY & WATER SAVINGS - 665	\$0.00	\$0.00	(\$5,875.51)	\$5,875.51	\$0.00	\$5,875.51	0.00%
685.000.0000.6000.000.000.0000	EXPENDITURES	\$42,000.00	\$0.00	\$0.00	\$42,000.00	\$0.00	\$42,000.00	100.00%
	FUND: DEFICIENCIES CORRECTION - 685	\$42,000.00	\$0.00	\$0.00	\$42,000.00	\$0.00	\$42,000.00	100.00%
700.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$994,600.00	(\$6,106,901.04)	\$6,106,901.04	\$0.00	\$6,106,901.04	0.00%
700.000.0000.5000.000.000.0000	REVENUE FROM OTHER SOURCES	\$0.00	\$0.00	\$1,000.00	(\$1,000.00)	\$0.00	(\$1,000.00)	0.00%
700.000.0000.6000.000.000.0000	EXPENDITURES	\$6,800,297.00	\$0.00	\$1,002,333.34	\$5,797,963.66	\$0.00	\$5,797,963.66	85.26%
	FUND: DEBT SERVICE - 700	\$6,800,297.00	\$994,600.00	(\$5,103,567.70)	\$11,903,864.70	\$0.00	\$11,903,864.70	175.05%
850.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$6,937.85)	\$6,937.85	\$0.00	\$6,937.85	0.00%
850.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$495.75	\$5,821.15	(\$5,821.15)	\$887.48	(\$6,708.63)	0.00%
	FUND: STUDENT ACTIVITIES - 850	\$0.00	\$495.75	(\$1,116.70)	\$1,116.70	\$887.48	\$229.22	0.00%
855.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$2,595,209.57)	\$2,595,209.57	\$920.54	\$2,594,289.03	0.00%
855.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$0.00	\$2,472,606.58	(\$2,472,606.58)	\$217,556.10	(\$2,690,162.68)	0.00%
	FUND: EMPL INSUR PGM WITHHOLDNG - 855	\$0.00	\$0.00	(\$122,602.99)	\$122,602.99	\$218,476.64	(\$95,873.65)	0.00%
Grand Total:		\$47,563,870.17	\$332,433.16	(\$4,244,021.25)	\$51,807,891.42	\$4,389,768.42	\$47,418,123.00	99.69%

End of Report

OSBORN SCHOOL DISTRICT NO. 8

August 16, 2022

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 2021/22 Statement of Revenues and Expenditures for the Student Activities Fund from July 1 through July 31, 2022.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT No. 8
Statement of Revenues and Expenditures
For Student Activities Fund
Activity from July 1, 2022 to July 31, 2022

<u>School</u>	<u>Beginning Balance</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Ending Balance</u>
Clarendon	3,804.88			3,804.88
OMS	12,792.19			12,792.19
Solano	10,661.04			10,661.04
Longview	8,691.22		495.75	8,195.47
	<u>\$ 35,949.33</u>	<u>\$ -</u>	<u>\$ 495.75</u>	<u>35,453.58</u>

OSBORN SCHOOL DISTRICT NO. 8
August 16, 2022
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 –
None this month

Legal

Financial

Governing Board Goals

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

Recommendation

Recommend approval of disposal of equipment as listed.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

August 16, 2022

Board Meeting

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

Agenda Item Number – IV-I

**Agenda Item
Student Fees**

For Board: Action Discussion Information

Below is a summary of the 2022/23 student fees for extracurricular activities participation, lost / damaged devices and books.

The school principal may waive this fee for students who are eligible for free or reduce priced meals or for any student for whom the principal determines that the fee would present a hardship.

Fees	Summary
Extra curricular/ Tax credit Fee	\$2
Field Trips / entrance fee	Varies based on trip entrance fee
Band Instrument Rental	\$40
Sport/athletic fee (OMS)	\$10 per season
Lost/damaged library Books	Varies based on book replacement costs
Chromebook- Lost/Damaged	\$200
Chromebook cover case	\$22
Lost/broken power adapter	\$35

Legal

A.R.S. §43-1089.01 and §15-342

Governing Board Goals

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

Recommendation

It is recommended that the Governing Board approve the student fees for the fiscal year 2022/23.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8
August 16, 2022
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 renewal of IGA with Arizona School for the Deaf and Blind and Amendment #1

For Board: Action Discussion Information

Background–

The Arizona School for the Deaf and Blind provides services to children in the district who have hearing or vision impairments. The amendment also allows for equitable services to be provided at St. Francis Xavier school through the use of proportionate share funds.

Legal

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 IGA with the Arizona School for the Deaf and Blind for 2022-2023 as presented.

Moved _____ Seconded _____ P/F

AGREEMENT

Between
The Arizona State Schools for the Deaf and the Blind and
Participating Public Schools or Other Approved
Educational Program

Osborn School District

RE: Regional Cooperative Agreement
Desert Valleys

Page 13 of 13

Date Initiated:
08/24/2020

Attorney approval required.

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

By:

Legal Counsel for Participating School

Date

Jennifer A. Navesen 9/28/20

Jennifer

Printed Name

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

By:

Legal Counsel for ASDB

Date

Debra Sterling November 14, 2020

Debra Sterling, Assistant Attorney General

Printed Name

AGREEMENT

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

RE: Regional Cooperative Agreement
Desert Valleys

Page 1 of 13

Date Initiated:
08/24/2020

I. INTRODUCTION AND AUTHORITY

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

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

II. BACKGROUND AND PURPOSE

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

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

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

III. DEFINITIONS

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

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

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

AGREEMENT Between The Arizona State Schools for the Deaf and the Blind and Participating Public Schools or Other Approved Educational Program Osborn School District	RE: Regional Cooperative Agreement Desert Valleys	
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“Deafness,” as defined by 34 C.F.R. § 300.8(c)(3) means “a hearing impairment that is so severe that the child is impaired in processing linguistic information through hearing, with or without amplification that adversely affects a child’s educational performance.”

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT Between The Arizona State Schools for the Deaf and the Blind and Participating Public Schools or Other Approved Educational Program Osborn School District	RE: Regional Cooperative Agreement Desert Valleys
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“Regional Co-operative” or “Cooperative” means a “regional program in appropriate locations in this State,” A.R.S. § 15-1302(A), that offers optional services to enable Participating Schools to identify and to serve students enrolled in those schools with a hearing impairment, deafness, and/or a visual impairment more efficiently and cost-effectively than they could do separately.

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

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

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

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

IV. RESPONSIBILITIES

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

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

- a. The Participating School is responsible for identifying the need for services related to hearing or visual impairment.
- b. If a student’s suspected or confirmed hearing or visual disability begins to interfere with educational progress, the Participating School should contact ASDB as soon as possible.
 - i. When the Participating School requests services from ASDB, ASDB (through the Regional Cooperative) will make its staff available or require its staff to participate in team meetings relating to identification, evaluation, or placement of a Qualified Student attending the Participating School when ASDB’s participation is deemed appropriate or necessary by mutual agreement of the Parties.
 - ii. The Participating School shall notify the Regional Cooperative’s staff in writing of such meetings sufficiently in advance of such meetings.

AGREEMENT

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

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

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

iv. Special short-term programs.

b. Exclusions:

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

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

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

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

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

V. FINANCING

A. Background.

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

B. Membership fees.

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

<p style="text-align: center;">AGREEMENT Between The Arizona State Schools for the Deaf and the Blind and Participating Public Schools or Other Approved Educational Program Osborn School District</p>	RE: Regional Cooperative Agreement Desert Valleys	
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2. **Termination by law.** Notwithstanding any other provision regarding duration or termination of this Agreement, this Agreement is subject to termination by the following operations of law.
- a. **Non-Availability of Funds.** This Agreement shall be subject to available funding and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and authorized for purposes outlined in this Agreement.
- i. If funds are reduced or otherwise unavailable, either Party may take any of the following actions: (1) cancel the Agreement by providing advanced written notice to the other Party or (2) revise the requirements imposed by this Agreement to reduce the level of services or compensation through a written amendment mutually executed by the Parties.
 - ii. If funds are not allocated and available for the continuance of this Agreement, the non-appropriated party may terminate this Agreement by providing advanced written notice to the other Party as outlined above in Section VI(B)(2)(a)(i) and such termination shall be effective at the end of the period for which funds are available.
 - iii. The Superintendent of ASDB and the Governing Board of the Participating School shall have sole discretion to determine the availability of funds for its respective entity.
 - iv. Each party shall notify the other party as soon as possible when services or payment may or will be affected by a fund shortage.
 - v. No liability shall accrue to the terminating party in the event this provision is exercised, and the terminating party shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
3. **Conflict of Interest Cancellation.** This Agreement is subject to cancellation under A.R.S. § 38-511, as it pertains to the cancellation of State contracts.

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

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

VII. GENERAL TERMS AND CONDITIONS

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

AGREEMENT

Between

The Arizona State Schools for the Deaf and the Blind and
Participating Public Schools or Other Approved
Educational Program

Osborn School District

RE: Regional Cooperative Agreement
Desert Valleys

Page 10 of 13

Date Initiated:
08/24/2020

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

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

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

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



ADDENDUM A

COOPERATIVE SERVICE OPTIONS AVAILABLE

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

Itinerant Services

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

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

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

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

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

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

Addendum A

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

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

- Educational interpreting
- Intervener
- Educational audiologists

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

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

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

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

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

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

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

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

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

Addendum A

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

Non-Teaching Services

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

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

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

Effective March 7, 2019

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



ADDENDUM B
MEMBERSHIP
FEES

Membership Fee for School Districts or Charter Schools

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

Membership Fee for Other Approved Educational Programs

\$ 550.00

Effective July 1, 2019



Arizona State Schools for the Deaf and the Blind

ADDENDUM C

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

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



Arizona State Schools for the Deaf and the Blind

ADDENDUM D
FEE FOR SERVICE SCHEDULE

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

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

Fees by Service Level for School Districts and Charter Schools

Direct Service (No equipment provided)

Direct/IndirectUp to 1 hour monthly\$3,080.00

Itinerant Services (Equipment provided per IEP recommendation)

Level I.....Up to 1 1/2 hours of service per week\$5,769.50
Level IIMore than 1 1/2 and up to 3 hours of service weekly\$8,068.50
Level III.....More than 3 and up to 5 hours of service weekly\$12,100.00
Level IV.....More than 5 and up to 10 hours of service weekly\$17,886.00
Level VMore than 10 up to 15 hours of service weekly.....\$23,650.00

Fees by Service Level for Other Approved Educational Programs

Direct Service (No equipment provided)

Direct/IndirectUp to 1 hour monthly\$4,004.00

Itinerant Services (Equipment provided per IEP recommendation)

Level I.....Up to 1 1/2 hours of service per week\$7,499.80
Level IIMore than 1 1/2 and up to 3 hours of service weekly\$10,488.50
Level III.....More than 3 and up to 5 hours of service weekly\$15,730.00
Level IV.....More than 5 and up to 10 hours of service weekly\$23,251.80
Level VMore than 10 up to 15 hours of service weekly.....\$30,745.00

Effective July 1, 2019

OSBORN SCHOOL DISTRICT NO. 8
August 16, 2022
Board Meeting

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

Agenda Item Number – IV-J-2

Agenda Item

Renewal of Clinical Experience Agreement with Maricopa County Community College District

For Board: Action Discussion Information

Background–

The Maricopa County Community College District Clinical Experience Agreement provides students seeking healthcare careers to assist in school health offices to gain experience working with children.

Legal

Governing Board Goals

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

Recommendation

It is recommended that the Governing Board approve the renewal of the Clinical Experience Agreement with Maricopa County Community College District for 2022-2023 as presented.

Moved _____ Seconded _____ P/F

**CLINICAL EXPERIENCE AGREEMENT
BETWEEN
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
AND
OSBORN ELEMENTARY SCHOOL DISTRICT #8**

This agreement (“Agreement”) is entered into by and between the Maricopa County Community College District (“MCCCD”), a political subdivision of the State of Arizona, on behalf of its Colleges and Skill Centers (“College”) and **OSBORN ELEMENTARY SCHOOL DISTRICT #8** (“Agency”).

BACKGROUND

- A. The parties to this Agreement wish to cooperate in providing coordinated clinical and instructional programs for the education and training of students of the College registered in its **various health-related programs** [Addendum A] (“Program”).
- B. College and Agency have the ability and resources to provide the necessary classroom education and clinical experience for students to receive their certification and/or degree in the Program.
- C. The parties agree that the sole purpose of this Agreement is to train students, and not to provide a service. The parties are not business associates under the Health Insurance Portability and Accountability Act.

AGREEMENT

The parties agree as follows:

1. Assignments; Confidentiality.

- 1.1. Students registered in the Program at the College shall be assigned for clinical experience in the appropriate department of the Agency. The number of students so assigned shall be mutually agreed to between the parties.
- 1.2. College and Students may receive or acquire from Agency protected health information (“PHI”) as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, including 45 CFR Section 160 and 164 (collectively “HIPAA”). College agrees that all PHI acquired as a result of Student’s training at Agency is confidential and that both College and Students are prohibited from disclosing that information to any person or persons not involved in the care and treatment of the patients, in the instruction of Students, or in the performance of administrative responsibilities at Agency. College shall protect the confidentiality of PHI as required by law at all times both during and after Students training at Agency. At the termination of the Agreement for any reason, College shall use its best efforts to return to Agency or to destroy all written and electronic PHI received or acquired from Agency, except as may be required to maintain a Student’s educational records. For example, such efforts may include destruction by shredding of Students’ essays or papers containing PHI and destruction by shredding of any faculty notes containing PHI.

2. College Responsibilities. The College shall have the following major responsibilities:

- 2.1. Use proper administrative procedure in planning for observation and/or clinical experience.
- 2.2. Provide supervision, direction, and instruction required by the Program:
 - 2.2.1. Ensure that placement activities are appropriate to student learning objectives;
 - 2.2.2. Ensure that the student is progressing in accordance with expectations;
 - 2.2.3. Meet with the student on a regular basis and otherwise as needed;

- 2.2.4. Review student progress and products associated with the placement;
 - 2.2.5. Evaluate student progress;
 - 2.2.6. Debrief the site supervisor and others as appropriate.
 - 2.3. Adhere to the existing rules and regulations of the Agency.
 - 2.4. Contact the Agency at least ten (10) days prior to arrival of students in order to properly plan for their experience.
 - 2.5. Assure that each student in the Program shall meet the same physical examination and immunization requirements as those applied to Agency employees.
 - 2.6. Require that students in MCCC'D's allied health and nursing programs have a current Level I Fingerprint Clearance Card issued by the Arizona Department of Public Safety as well as a comprehensive background check as a condition of admission to a Program except for emergency medical technician students, who will be required to have a current Level I Fingerprint Clearance Card or comprehensive background check or both if mandated by the Agency.
 - 2.7. Require that MCCC'D faculty and staff who are likely to be physically at the Agency to have a current Level I Fingerprint Clearance Card issued by the Arizona Department of Public Safety as well as a comprehensive background check except for emergency medical technician faculty or staff, who will be required to have a current Level I Fingerprint Clearance Card or comprehensive background check or both if mandated by the Agency.
3. **Agency Responsibilities.** The Agency will have the following major responsibilities:
 - 3.1. The Agency shall provide adequate space for College faculty and students enrolled in the Program.
 - 3.2. The Agency shall permit College students and members of the College faculty connected with the educational program to use, at their own expense, any cafeteria or other dining facilities available to Agency personnel.
 - 3.3. The Agency will provide training aids and data, as appropriate, relating to the various training phases under study by the students.
 - 3.4. The Agency will keep the College faculty informed of policy changes, which may affect faculty and students.
4. **Mutual Responsibilities.** The parties share the following mutual responsibilities:
 - 4.1. The assigned personnel of the Agency and the faculty of the College will confer at such times as may be mutually agreed upon to evaluate the Program.
 - 4.2. The assigned personnel of the Agency and the faculty of the College assigned to the Program shall cooperate in providing a sound educational environment for effective care.
 - 4.3. Students will be supervised at all times during their clinical experience. In instances where there is no on-site faculty directly supervising the students, the Agency will be responsible for providing appropriate and adequate supervision of the activities of each student by qualified professionals mutually acceptable to the College and Agency. In those cases, College shall provide faculty who will be accessible to the Agency staff for immediate consultation or supervision.
5. **Discontinuance of Student Assignments.**
 - 5.1. Either the College or Agency may, for cause and without prior notice, transfer or discontinue the assignment of any Student at Agency any time during the period of this Agreement.
 - 5.2. Agency may refuse access to its clinical areas to any Student who does not meet its employee standards for safety, health, or ethical behavior.

6. **Indemnification.** To the fullest extent permitted by law, each party shall defend, indemnify, and hold harmless the other, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the indemnifying party, its agents, employees, or any tier of that party's subcontractors in the performance of this Agreement. The insurance requirements of this Agreement will not be construed as limiting the scope of this indemnification.
7. **Insurance.** Each party shall maintain during this Agreement insurance policies for the coverages specified below issued by companies licensed in Arizona with a current A.M. Best rating of A:VIII or better. On receipt of a written request of a party, including for the purposes of auditing compliance with this provision, the other party shall furnish the requesting party with certificates of insurance evidencing the required coverages, conditions, and limits required by this Agreement. It shall be considered a material breach of this Agreement for a party to fail either to maintain the insurance requirements specified in this provision, or not to provide a certificate of insurance when requested. Upon breach of this provision, the non-breaching party may terminate this Agreement, giving consideration in the effective date of the termination to the students currently assigned to the Agency.

If any insurance policies are written on a "claims made" basis, coverage shall extend for two years past completion of the last student assignment to the Agency. The insurance policies shall be endorsed stating that they shall not expire, be cancelled, suspended, voided or materially changed without the insurer endeavoring to provide 30 days written notice by certified mail to the other party. Each party's insurance must be primary, and any insurance or self-insurance maintained by either party shall not contribute to it. The following coverage is required:

- 7.1. **Commercial General Liability** insurance with a limit of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, for bodily injury, property damage, personal injury, products and completed operations, including but not limited to, the liability assumed under the indemnification provisions of this Agreement;
 - 7.2. **Professional Liability** insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by each party, or any person employed by each party, with a limit of not less than \$1,000,000 each claim; and \$2,000,000 Annual Aggregate
 - 7.3. **Workers' Compensation** insurance with limits statutorily required by any Federal or state law and **Employer's Liability** insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.
8. **Notices.** All notices required to be given under this Agreement shall be sufficient if sent by electronic mail, facsimile, or U.S. Mail as follows:

For MCCCCD:
District Director, Health Care Education
Maricopa County Community College District
2411 West 14th Street, Tempe, AZ 85281-6942
Tel: 480-731-8240 Fax: 480-731-8262

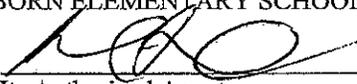
For Agency:
Osborn Elementary School District #8
1226 West Osborn Road, Phoenix, AZ 85013
Tel: 602.707.2000 Fax: 602.707.2040

9. **Non-Discrimination.** Both parties shall comply with all federal, state, and local laws, rules, and regulations, and executive orders concerning non-discrimination in employment, education, and services on the basis of sex, race, disability, religion, national origin, or veteran's status.

10. **Independent Contractor.** College faculty, staff, and students are not officers, agents, or employees of the Agency. Students in the Medical Assistant Program are not entitled to payment for any actions they perform at the agency during the clinical experience.
11. **Governing Law.** This Agreement shall be governed by the laws of the State of Arizona.
12. **Integration.** This Agreement contains the entire understanding between the parties. All prior negotiations between the parties are merged into this Agreement, and there are no other understandings or agreements. This Agreement may not be modified except by written amendment signed by both parties.
13. **Conflict of Interest.** MCCCCD may terminate this Agreement for a conflict of interest as specified in Arizona Revised Statutes §38-511.
14. **Authorized Signature.** Each party to this Agreement represents that the person signing this Agreement on its behalf is authorized by each respective party to do so.
15. **Effective Date.** The effective date of this Agreement is the date on which the agreement was duly executed on signature by both parties, it will supersede any previous agreements between the parties for clinical experience. This Agreement may be terminated by either party with written notice to the other party at least ninety (90) days prior to the next succeeding semester or school term, and in the case of termination, the affiliation between the Agency and the College shall continue until all those students then participating in the Program at the Agency have completed the programmed clinical experience, except as provided in Paragraph 13 of this Agreement.

AGENCY:

OSBORN ELEMENTARY SCHOOL DISTRICT #8

By: 
Its Authorized Agent

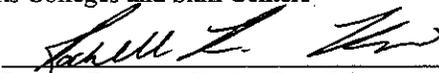
Date: 11-21-19

Name: Michael Robert, Ed.D.

Title: Superintendent

MCCCCD:

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
for its Colleges and Skill Centers

By: 
District Director, Health Care Education

Date: 11-21-19

**ADDENDUM A
CLINICAL EXPERIENCE AGREEMENT**

**Health programs currently offered by the
Maricopa County Community College District include but are not limited to:**

Clinical Research Associate	Medical Coder – Hospital Based and Physician Based
Clinical Research Coordinator	Medical Laboratory Sciences
Clinical Lab Technician	Medical Radiographer
Computed Tomography	Medical Transcriptionist
Dental Assistant	Nuclear Medicine Technologist
Dental Hygienist	Occupational Therapy Assistant
Dental Office Manager	Ophthalmic Assistant
Diagnostic Medical Sonographer	Paramedic
Dietetic Technician	Patient Care Technician
Electroneurodiagnostic Technologist	Perioperative Nurse
Emergency Medical Technician	Pharmacy Technician
Health Information Technician	Phlebotomist
Health Services Manager	Physical Therapist Aide
Health Unit Coordinator	Physical Therapist Assistant
Healthcare Technology Systems	Polysomnography
Histologic Technology	Radiation Therapy Technologist
Hospital Central Service Technician	Respiratory Therapist
Laboratory Assistant	Spanish Medical Interpreter
Magnetic Resonance Imaging	Surgical Technologist
Massage Therapist	Nurse Assistant
Medical Assistant	Practical Nurse
Medical Biller	Registered Nurse

Maricopa County Community College District *

Chandler Gilbert Community College
2626 East Pecos Road, Chandler, AZ 85225

Paradise Valley Community College
18401 North 32nd Street, Phoenix, AZ 85032

Estrella Mountain Community College
3000 North Dysart Road, Avondale, AZ 85323

Phoenix College
1202 West Thomas Road, Phoenix, AZ 85013

GateWay Community College
108 North 40th Street, Phoenix, AZ 85034

Rio Salado College
2323 West 14th Street, Tempe, AZ 85281

Glendale Community College
6000 West Olive Avenue, Glendale, AZ 85302

Scottsdale Community College
9000 East Chaparral Road, Scottsdale, AZ 85256

Mesa Community College
1833 West Southern Avenue, Mesa, AZ 85202

South Mountain Community College
7050 South 24th Street, Phoenix, AZ 85040

** Satellite Campuses and the Maricopa Skill Centers are not listed.*

OSBORN SCHOOL DISTRICT NO. 8
August 16, 2022
Board Meeting

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

Agenda Item Number – IV-J-3

Agenda Item

**Approval renewal of MOA with Southwest Human Development Headstart Program
Services 2022-2023**

For Board: Action Discussion Information

Background–

SWHD Head Start provides prenatal through age 4 preschool comprehensive child and family services.

Guiding principles are to create and maintain a meaningful partnership to promote school readiness so that children from low-income families in Head Start programs may receive comprehensive services to prepare them for elementary school.

Agreement for cooperative collaboration in providing Special Education services and evaluations for children enrolled in SWHD Head Start Programs on Osborn campuses.

Legal

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 renewal with Southwest Human Development Headstart Program for Preschool Special Education Services for 2022-2023 as presented.

Moved _____ Seconded _____ P/F

A Memorandum of Agreement Between
Osborn School District *and* Southwest Human Development
Early Head Start/Head Start 2022-2023

i. Parties to the Agreement

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

ii. Purpose of Agreement

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

iii. Program Descriptions

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

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

iv. **Authority**

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

v. **Guiding Principles**

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

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

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

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

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

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

- i. SWHD Early Head Start/Head Start and the Osborn District will leverage the resources of the entire local community in order to improve school readiness.

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

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

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

- b. *Developing innovative programs to excite children about the world of books, including providing fresh books in the Head Start classroom*
- c. *Assisting in literacy training for Head Start teachers*
- d. *Supporting parents and other caregivers in literacy efforts*

d. **Definition of service areas**

- i. Osborn School District

e. **Staff training, including opportunities for joint staff training on topics such as academic content standards, instructional methods, curricula, and social and emotional development**

- i. SWHD Early Head Start/Head Start will inform the Osborn District of opportunities to participate in joint training, including transition-related training for school staff and Early Head Start/Head Start staff.

f. **Program technical assistance**

- i. SWHD Early Head Start/Head Start will link the services provided in the Head Start program with educational services, including services relating to language, literacy, and numeracy, providing by such local educational agency.
- ii. SWHD Early Head Start/Head Start will coordinate and provide to expand training and technical assistance activities beyond Early Head Start/Head Start agencies to include other providers of other early childhood education and development programs within the state.

g. **Provision of services to meet the needs of working parents, as applicable**

- i. SWHD Early Head Start/Head Start will coordinate activities to make resources available for full working day and full calendar year available to children within the Osborn School District.
- ii. SWHD Early Head Start/Head Start will provide coordination activities and collaboration activities with programs under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858 et seq.)

h. **Communication and parent outreach for smooth transitions to kindergarten**

- i. SWHD Early Head Start/Head Start *develop and implement a systematic procedure for transferring, with parental consent, Early Head Start/Head Start program records for each participating child to the Osborn School District school(s) in which such child will enroll.*
- ii. SWHD Early Head Start/Head Start will develop comprehensive transition policies and procedures that support children transitioning to school, including by engaging the local educational agency in the establishment of such policies.
- iii. SWHD Early Head Start/Head Start will conduct outreach to parents and elementary school (such as kindergarten) teachers to discuss the educational, developmental, and other needs of individual children within the Osborn District.
- iv. SWHD Early Head Start/Head Start will help parents of limited English proficient children understand –

1. The instructional and other services provided by the school in which such child will enrolled after participation in Head Start; and
 2. As appropriate, the information provided to parents of limited English proficient children under section 3302 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7012)
- v. 642 (8) Develop and implement a family outreach and support program, in cooperation with entities carrying out parental involvement efforts under title I of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6301 et seq.), and Family outreach and support efforts under subtitle B of title VII of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 et seq.), taking into consideration the language needs of parents of limited English proficient children.
 - vi. 642 (9) Assist families, administrators, and teachers in enhancing educational and developmental continuity and continuity of parental involvement in activities between Head Start services and elementary school classes.
 - vii. 642 (11) *Help parents (including grandparents and kinship caregivers, as appropriate) to understand the importance of parental involvement in a child's academic success while teaching them strategies for maintaining parental involvement as their child moves from Head Start to elementary school.*
 - viii. 642 (12) Help parents understand the instructional and other services provided by the school in which their child will enroll after participation in the Head Start program.

vii. Confidentiality

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

viii. Dispute Resolution

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

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

ix. Review of Agreement

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

x. Term of Agreement

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

xi. Signatures:

For the Osborn School District

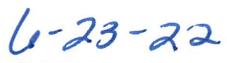
Dr. Michael Robert
Osborn School District Superintendent

Date

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



Mindy Zapata
Early Head Start/Head Start Director
Southwest Human Development



Date

OSBORN SCHOOL DISTRICT NO. 8
August 16, 2022
Board Meeting

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

Agenda Item Number – IV- J-4

Agenda Item

Approval of renewal of Space Agreement with Southwest Human Development Headstart for 2022-2023

For Board: Action Discussion Information

Background

Space Agreement between SWHD and Osborn SD for 2022-2023

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 Space Agreement renewal with Southwest Human Development Headstart for 2022-2023 as presented.

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

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

Length of Agreement: This agreement will run for a period of one (1) year, **beginning July 1, 2022, and ending June 30, 2023**, or until renewed upon agreement by both parties for items listed in the Scope of Agreement except for modular units installed and owned by SWHD/EHS/HS. The length of Agreement for the modular units will be for a period of five (5) years, renewable automatically for another five-year term. Both parties agree that in the case of Southwest Human Development, Inc., the HS/EHS Director may sign this contract and other financially related documents. Osborn School district agrees that the Superintendent may sign this contract and other financially related documents.

Scope of Agreement: This agreement provides:

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

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

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

- Space:

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

SWHD HS/EHS funding will provide the following:

HS/EHS Services:

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

Maintenance:

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

Supplies:

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

SWHD HS Special Grant Projects:

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

Insurance:

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

Signatures:

For the Osborn School District

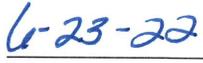
Dr. Michael Robert
Osborn School District Superintendent

Date

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



Mindy Zapata
Early Head Start/Head Start Director
Southwest Human Development
Southwest Human Development



Date

OSBORN SCHOOL DISTRICT NO. 8

August 16, 2022

Board Meeting

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

Agenda Item Number – IV-J-5

Agenda Item

Amendment to Lease with Headstart

For Board: Action Discussion Information

Background–

SWHD Head Start provides prenatal through age 4 preschool comprehensive child and family services. Guiding principles are to create and maintain a meaningful partnership to promote school readiness so that children from low-income families in Head Start programs may receive comprehensive services to prepare them for elementary school.

Amendment to the lease with Headstart continuing lessee/lessor agreement for Encanto, Longview, Solano, and Montecito schools.

Legal

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 amendment to lease with Southwest Human Development Headstart for 2022-2023 as presented.

Moved _____ Seconded _____ P/F

Amendment to Lease

This Agreement, made this ____ day of _____, 2022, by and among Southwest Human Development, Inc. (SWHD) Head Start (HS) / Early Head Start (EHS) (Grantee) and Osborn School District (Landlord), for the properties at **Encanto, Longview, Montecito, and Solano** schools, amends the lease between these parties entered into (the “lease”).

WHEREAS, Osborn School District is the owner of multiple parcels of land located at 1426 W. Osborn Road (Encanto); 1209 E. Indian School Road (Longview); 715 E. Montecito Ave. (Montecito), and 1526 W. Missouri Ave. (Solano), and identified in the Maricopa County land records.

WHEREAS, SWHD has agreed to lease an unimproved portion of the above described premises from Osborn School District (the “Leased Premises”) for the purpose of operating a Head Start facility, and;

WHEREAS, SWD is a grantee in the Federal Head Start Program (“Head Start”) (see 42 U.S.C. 9831 et seq.; 45 CFR Parts 1301 et seq.) and;

WHEREAS, the Administration for Children and Families (“ACF”), a component of the United States Department of Health and Human Services (“HHS”), has approved an award of Head Start grant funds to SWHD which will be used to complete a major renovation of the leased premises, and;

1. Definitions

Under this Agreement, the following terms are defined as follows:

- a. Event of Default: the term “Event of Default” means an event of default under the Lease.
- b. Grantee: The term “Grantee” means Southwest Human Development, Inc. (SWHD) Head Start (HS) and/or interim grantee and/or a replacement grantee and their heirs, assignees, and successors under this Agreement and the Lease.
- c. Lessor: The term “Lessor” means Osborn School District and/or their heirs, assignees, and successors under this Agreement and the Lease.
- d. Interim Grantee: The term “Interim Grantee” has the same meanings as it is defined in 45 CFR 1303.2
- e. Replacement Grantee: The term “Replacement Grantee” refers to an entity designated by ACF to serve as the Head Start grantee subsequent to the end of the role of SWHD in that function.
- f. Parties: The term “Parties” shall refer to SWHD and Osborn School District, and their respective heirs, successors, and assignees under this Agreement and the Lease.

2. Grantee Obligations

- a. The Grantee agrees not to sublease, assign, or otherwise transfer the leased property, or use the property for any non-grant purpose, without the express written approval of the responsible HHS official.
- b. The Grantee covenants and agrees to provide ACF with notice:

- i. Of any default by the Grantee under the Lease, on the date of the discovery of such default; and
 - ii. That the Lessor has notified the Grantee of its intent to exercise the remedy of cancellation, termination, and/or other remedies, on the day that the Grantee receives such notice from the Lessor.
3. Lessor's Promise to Notify ACF
The Lessor covenants and agrees to provide ACF with notice:
 - a. OF any default by the Grantee under the Lease, as soon as practicable after the day that the Lessor first knows of such default; and
 - b. That the Lessor intends to exercise its remedy of cancellation, termination, and/or any other remedy, on the day that Lessor notifies the Grantee that it intends to exercise such remedy or remedies, or if the Lessor does not notify the Grantee, on the day that the Lessor decides to exercise any such remedy or remedies.
 - c. That the Lessor intends to mortgage the Leased Premises, or that a lien or other encumbrance affecting title has been attached to the Leased Premises.
4. Addresses for Notification to ACF
Whenever notice to ACF is required under this Agreement, the Lessor and the Grantee promise to provide both telephonic and written notification (by registered mail, return receipt requested) to the following ACF offices, or to their successors:
 - a. The Office of the Regional Administrator
Administration for Children and Families
50 United Nations Plaza, Rm 473
San Francisco CA 94102
Telephone Number: 415-437-8481
 - b. Associate commissioner
The Office of the Commissioner
Administration for Children, Youth, and Families
330 C Street, SW
Washington, DC 20201
Telephone Number: 202-205-8347
 - c. Office of the General Counsel
Department of Health and Human Services
722A Hubert H. Humphrey Building
220 Independence Ave, SW
Washington, DC 20201
Telephone Number: 202-690-7741

In Addition, if one or more of the officers listed above has a change of name, address, and/or telephone number, the Grantee and the Lessor further covenant and agree to take all reasonable action necessary to discover and notify the appropriate government offices.

5. Contents of Notification to ACF

The Lessor and Grantee consent and agree to include the following information in the written notice to ACF whenever such notice is required under this Agreement:

- a. The full names, addresses, and telephone numbers of the Lessor and the Grantee;
- b. The following statement, prominently displayed at the top of the first page of the notice:

“The Federal Interest in certain real property or equipment used for the Head Start Program May be at risk. Immediately give this notice to the appropriate government official.”

- c. The date and the nature of the default and the manner in which the default may be cured and/or an explanation of other circumstances that required the notice;
- d. In the event that the Lessor will be exercising the remedy of cancellation, termination, and/or other remedies, the date or expected date of the cancellation and/or exercise or other remedies.

6. Grantee’s Promise to Notify Lessor of Changes in ACF’s Address

The Grantee covenants and agrees to give the Lessor written and telephonic notice of any change of name, address, and/or telephone number of an ACF office listed in Paragraph 4. If one or more of the ACF offices listed in Paragraph 4 stops operating, the Grantee covenants and agrees to give the Lessor written and telephonic notice of the name, address, and telephone number of the succeeding Federal office(s) to which notice must be given.

7. ACF’s Rights in Event of the Grantee’s Default

- a. In the event a default occurs under the Lease, the parties agree that ACF may intervene when it deems a default to have occurred under the Lease, and which default requires ACF’s intervention to avoid termination of the Lease by the Lessor, to ensure that the default is cured by the Grantee or another party designated by the responsible ACF official, and that the Lessor, or its assignees, shall accept the payment of money or performance of any obligation by ACF’s designee for the Grantee, as if such payment of money or performance had been made by the Grantee.
- b. Unless as otherwise specified in Paragraph 9 below, ACF shall have sixty (60) days from the date of receipt of notice of the default that has been served in full compliance with Paragraphs 3 through 5 above, in which to intervene to attempt to cure the default.
- c. In the event that the Grantee defaults, is terminated, withdraws from the Head Start grant, or vacates the Lease before the end of the Lease term, ACF shall have the right to designate a replacement for the Grantee for the balance of the Lease term, subject to approval by the Lessor, which will not be withheld except for good reason as provided for in 45 CFR 1309.21.

8. Substitution by ACF Shall Not Constitute an Event of Default

Notwithstanding any other provisions of the Lease, the Parties agree that any substitution of grantees by ACF shall not constitute an event of default under the Lease. No substitution of an Interim or Replacement Grantee may be made until ACF has provided to Lessor the identity of the Interim or Replacement grantee, proof of its status to satisfy the standards of this Agreement,

and such other information as required to permit Lessor to verify that the Interim or Replacement Grantee, and the programs to be conducted by it at the Leased Premises, conform to the standards required by this Agreement. Lessor shall not withhold consent to the Interim or Replacement Grantee if such entity and the programs to be conducted by it confirm to the standards of this Agreement. The Parties further expressly covenant and agree that any such substitution by ACF made in accordance with this Agreement shall not trigger termination of the Lease or any other remedy under it.

9. Special Period for Curing Certain Non-Monetary Defaults

With respect to non-monetary defaults that cannot with due diligence be cured within sixty (60) days from the date of receipt of notice of default that has been served in full compliance with Paragraphs 3 through 5 above, if ACF promptly acts to cure the default within the sixty (60) day period and thereafter continues to attempt to cure the default with due diligence, then ACF shall have the right to such additional time as may be reasonably necessary to finish curing the default.

10. Delay of Exercise of Remedies Pending Cure

In the event of a default under the Lease, Lessor agrees that it shall not commence cancellation or termination of the Lease or any other remedies that affect ownership or possession of the Leased Premises until after ACF has been properly served, in full compliance with Paragraphs 3 through 5 above, with notice of default and intent to exercise remedies, and one of the following events has occurred:

- a. The responsible ACF official informs the Lessor in writing that ACF has decided not to cure the default; or
- b. ACF fails timely cure the default within the period of time set forth in this Agreement.

11. Federal Interest in the Property Leased

This Lease Amendment also serves to notify all potential sellers, purchasers, transferors, transferees, mortgagees, creditors, and any other persons or entities who have or may seek to obtain an interest of any kind in the real property described in this Lease Amendment (“the property”) of the Federal government’s beneficial ownership interest and other interest (“Federal Interest”) in said property, as defined in and/or regulated by the Head Start Act, 42 U.S.C. 9831 et seq., 45 CFR Parts 74, 92, and 1309, and relevant decisions of the United States courts. The United States Department of Health and Human Services, Administration for Children and Families (“HHS”) has awarded grant funds to Southwest Human Development (“grantee”), an Arizona nonprofit corporation, including, but not limited to grant number 09CH0026 on 12/01/1983 and expects to award further amounts in the future. The Federal Interest arises because SWHD has used the grant funds to acquire, and/or construct, and/or improve said property and will have used such additional amounts awarded in the future for that purpose. The Head Start grant incorporated conditions that include restrictions on the use of the property and provide for a Federal Interest in the property.

In accordance with the terms of the Federal Grant, the Head start Act, 42 U.S.C. 9831 et seq., 45 CFR Parts 74, 92, and 1309, and relevant decisions of the United States courts, the restrictions on the property include, among others, the following:

- The property may not be used for any purpose inconsistent with that authorized by the Head Start Act and applicable regulations.

- The property may not be encumbered, used as collateral, sold or otherwise transferred to another party without the written permission of the responsible HHS official.
- The grant conditions and requirements cannot be altered or nullified through transfer of ownership.
- Further information regarding the Federal Interest in the property described in this Notice can be obtained from the Administration for Children and Families, 50 United Nations Plaza, Rm 473, San Francisco CA 94102.

12. Binding on Heirs and Assigns

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each of the parties hereto, but does not otherwise create, and shall not be constructed as creating, any rights enforceable by any person not to a party to this Agreement.

13. Assumption Agreement

Any Interim or Replacement Grantee must, as a precondition to its occupancy of the Leased Premises, execute an Assumption Agreement in the form annexed to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement pursuant to the authority duly given them.

Signatures:

For the Osborn School District

 Dr. Michael Robert
 Osborn School District Superintendent

 Date

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



 Mindy Zapata
 Early Head Start/Head Start Director
 Southwest Human Development

6-23-22

 Date

OSBORN SCHOOL DISTRICT NO. 8
August 16, 2022
Board Meeting

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

Agenda Item Number – IV-J-6

Agenda Item

Approval of Lease Agreement with Phoenix Union High School District

For Board: Action Discussion Information

Background –

The attached outlines our lease agreement with Phoenix Union High School District for the short term (February 2022- June 2023) of Montecito Community School. Phoenix union will occupy the entire second floor of Montecito, several small offices and a classroom on the first floor, with approximately 60 staff while their district office building is under renovation.

Legal

The attached lease has been reviewed by the District attorney.

Financial

Rental Rates = \$4930 / month (Feb- June 2022)

Rental Rates = \$5256 / month (July- June 2023)

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 Lease Agreement with Phoenix Union High School District.

Moved _____ Seconded _____ P/F

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 **PHOENIX UNION HIGH SCHOOL DISTRICT**, a political subdivision of the State of Arizona ("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 Montecito School site described on Exhibit A attached hereto (the "Premises").

2. **TERM; RENEWALS.**

(a) The term of this Lease shall commence on February 1, 2022 and terminate on June 30, 2023 (the "Term"), unless sooner terminated pursuant to the terms of this Lease.

(b) This Lease may be extended for one additional extension term for one to six months 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 45 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. Rent shall be due and payable on of 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 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 school administration offices and storage 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. An employee of the Maintenance Department (the "Maintenance Designee"), who shall be designated by the Director of Maintenance and Transportation, shall determine who shall assess the issue. If the Maintenance Designee determines that an employee of Tenant shall assess the issue, then Landlord shall reimburse Tenant for such employee's hourly pay rate. The determination of who will assess the issue shall be made and communicated to Tenant within five (5) business days after receipt of notice from Tenant to Landlord. After the assessment of the issue, the Maintenance Designee shall determine how the issue should be addressed. The determination of who will repair the issue shall be made and communicated to Tenant no later than 3 business days after receipt of the assessment of the issue. If the Maintenance Designee determines that an employee of Tenant should repair the issue, upon coordination between the employee of Tenant and the Maintenance Designee, the repair work shall be scheduled. If an employee of Tenant performs the assessment or the repair work, Tenant shall provide time sheets showing the actual time that Tenant's employee performed such work, the Tenant's employee's hourly pay rate and the cost of any materials needed to complete such work, using the form attached and incorporated herein as Exhibit C. All invoices for such work shall be billed not more than monthly. Landlord shall pay such invoices within 30 days' of receipt. Landlord shall pay for all parts and equipment needed to either conduct the assessment or to perform the repair.

(c) Should Landlord fail to comply with the time frames set forth in Section 5(b) above, Tenant's Executive Director of Technology and Logistics shall notify Landlord's Chief Operating Officer, and those parties shall within 10 days attempt to determine which party will be made responsible to perform the repair work. If the parties fail to comply with this timeline, Tenant's Executive Director of Technology may contact Landlord's Superintendent to resolve the matter.

(d) 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.

(e) 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. **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.

21. **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: Gust Rosenfeld, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004
Attn: Jennifer MacLennan, Esq.

If to Tenant: Phoenix Union High School District
Laura E. Telles, SHRM-CP, PHR
Executive Director, Technology and Logistics
4502 N. Central Avenue
Phoenix, AZ 85012

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. Notwithstanding the foregoing to the contrary, unless and until the District Court's injunction in *Jordahl v. Brnovich et al.*, Case No. 3:17-CV-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. Section 35-393.01 (A)) is unenforceable and the Landlord will take no action to enforce it.

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: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

PHOENIX UNION SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

EXHIBIT A

Description of the Premises

Fourteen classrooms and three small offices on the second floor of Montecito School. Tenant shall have access to shared common meeting areas, such as the library and gym, provided that such common areas are not otherwise scheduled for other activities of Landlord or Landlord's other tenants.

EXHIBIT B
(as of 7/1/22)

Rental Rates for Space, Utilities and Custodial Services

	Rate/sq ft	Sq per room	# rooms	Total Monthly
Space & Utilities	\$.215	900 ft	14 + 3 smaller rooms/offices	\$2,700.00
Space & Utilities	\$.215	1518	1 class + 4 small offices	\$326.00
Custodial	5.5hr/night		\$26,800/ year (no health ins.)	\$2,230.00
TOTAL Monthly				\$5,256.00

EXHIBIT "C"

Phoenix Union High School District

Reimbursement Request from
Osborn Elementary School District
For Services dated: _____

Date of Request _____

1) Maintenance of Facilities

Type	Name	Hourly Salary	Time Spent	Total Due
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Cost to Osborn for Work Performed _____

Requested Reimbursement (payable within 30 days) _____

Authorized Request Signature (Phoenix Union)

Authorized Payment Signature (Osborn El.)

Title

Title

Date

Date

OSBORN SCHOOL DISTRICT NO. 8
August 16, 2022
Board Meeting

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

Agenda Item Number – IV-J-7

Agenda Item

Approval of renewal of MOU with Amazing Arts

For Board: Action Discussion Information

Background–

The enclosed Memorandum of Understanding (MOU) facilitates our partnership with Amazing Arts. Amazing Arts is an extracurricular program that focuses on instructing children in fine arts and exposing them to various artistic techniques while improving and increasing students appreciations for the arts. Amazing Arts creates change by providing an after school care program for students and families at Encanto School.

The goals of the Amazing Arts after school arts program are: (1) provide after school child care with an art focus; (2) expose students to fine arts; (3) help students develop an appreciation for the arts (4) increase students’ self-esteem via artistic expression.

This MOU provides the terms of the arrangement between the District and Amazing Arts and has been reviewed by our legal counsel.

Legal

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 with Amazing Arts for the 2022/23 school year as presented.

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
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 at Encanto School.

Amazing Arts is an extracurricular program that focuses on instructing children in fine arts and exposing them to various artistic techniques will improving and increasing 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 are: (1) provide after school child care with an art focus; (2) expose students to fine arts; (3) help students develop an appreciation for the arts (4) increase students’ self-esteem via artistic expression..

This MOU 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 and will be required to follow Governing Board policies and school procedures;
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 a voluntary student and parent survey administered by Amazing Arts.
7. Monitor sessions to ensure the safety of students.

Osborn will:

1. Provide classroom(s) in which after school care instruction can occur at no cost as the activities of Amazing Arts serve the educational function of the District and are open to all students;
2. Provide safe storage for Amazing Arts materials at each school site;

Duration

The initial term of this MOU shall be from August, 2018 until June 30, 2019. The parties may agree to renew the MOU for up to four additional one year terms. This MOU may be terminated with thirty (30) days' notice by either party by providing written notification to the other party of the termination.

Compensation

The total cost of Amazing Arts programming will be \$0.00 per year. Amazing Arts assumes the majority of the responsibility for raising the funds needed to operate the after school program. The Encanto 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 School District Governing Policies whether or not specifically referenced herein including any licenses required.
2. Conflict of Interest. The parties understand that this MOU is subject to cancellation pursuant to A.R.S. § 38-511 of the Arizona Revised Statutes, without penalty of further obligation on the part of District or Amazing Arts, if any person significantly involved in initiating, negotiating, securing, drafting of creating this MOU on behalf of District is, at any time while this MOU or any extension thereof is in effect, an employee or agent of Amazing Arts, in any capacity, or a consultant to Amazing Arts, with respect to the subject matter of this MOU.
3. Governing Law. This MOU 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 MOU shall be brought in the Maricopa County Superior Court or the United States District Court, District of Arizona. The prevailing party shall be entitled to attorneys' fees and costs. The statute of limitations for any action brought shall be as provided by Arizona law.
4. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the parties warrant their compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). A party's breach of the above-mentioned warranty shall be deemed a material breach of the MOU and may result in the termination of the MOU by either party under the terms of this

MOU. The parties each retain the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the other party's random inspections including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

5. **Dispute Resolution.** In the event of any dispute, claim, question, or disMOU arising from or relating to this MOU or the breach thereof, the parties hereto shall use their reasonable efforts to settle the dispute, claim, question, or disMOU. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Notice is provided of A.R.S. §§ 12-1518 and 12-133.
6. **No Israel Boycott.** The Parties agree that they are not currently engaged in, and agree that for the duration of the MOU they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
7. **Security.** Amazing Arts will take all legally required actions to ensure the security and confidentiality of Student Data, including but not limited to the designation and training of responsible individuals. Amazing Arts will identify those employees and subcontractors who will have access to Student Data and ensure that such individuals receive instructions as to compliance with the security and confidentiality requirements of this MOU with respect to Student Data. Amazing Arts warrants that all Student Data will be encrypted in transmission. Amazing Arts further warrants that it will deploy electronic security tools and technologies, including anti-virus protection and intrusion-detection methods in providing the services under MOU.
8. **Non-Appropriation.** Amazing Arts acknowledges that the District is a government entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of either's obligations under this contract, then this contract shall automatically expire without penalty to either party after written notice to of the unavailability and non-appropriation of public funds. It is expressly agreed that the District shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contact, but only as an emergency fiscal measure.
9. **Waiver.** The failure of District to insist upon strict performance of any of the provisions of this MOU or to exercise any rights or remedies provided by this MOU, or District's delay in the exercise of any such rights or remedies shall not release Amazing Arts from any of its responsibilities or obligations imposed by this MOU and shall not be deemed a waiver of any right of District to insist upon strict performance of this MOU.

10. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the parties warrant their compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). A party's breach of the above-mentioned warranty shall be deemed a material breach of the MOU and may result in the termination of the MOU by either party under the terms of this MOU.
11. 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.
12. 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 MOU, 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.
13. 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 MOU. 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.
14. Relationship of the Parties. 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 MOU is not intended to constitute, create, give rise to, or otherwise recognize a joint venture MOU, partnership, or other formal business association or organization of any kind.

15. **Applicable Law.** This MOU 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 MOU shall be brought in the Maricopa County Superior Court or the United States District Court, District of Arizona.
16. **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.
17. **Confidentiality.** 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 District 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. 34 CFR 99.31(a)(1) and 99.7(a)(3)(iii). The District hereby designates Amazing Arts as a "school official", as that term is defined in FERPA for purposes of conducting the after school arts program at the District. The District may provide data elements upon the written request of Amazing Arts subject to the same terms and conditions as stated in this MOU, and for the purpose of the evaluation of its program.

The parties to this MOU acknowledge that the District may provide Amazing Arts with certain in PII data upon written request and that Amazing Arts will protect such data according to the terms of this MOU. This MOU 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 ("PII") 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 MOU for no other purpose than to evaluate its after school program;
- c. Use reasonable technical, administrative and physical controls to protect the data provided under this MOU from further disclosures and other uses, except as provided in 34 C.F.R. 99.35.

- d. Destroy the PII provided under this MOU when the information is no longer needed for the purposes specified and in no event later than June 30, 2025.
- e. Not redisclose to a third party any data provided by the District or without prior written consent from the District.
- f. Limit access to the PII data provided under this MOU only to those authorized persons who have a legitimate interest in the data.
- g. Require all employees, contractors and agents who have access of any kind to comply with this MOU, and FERPA, and applicable Arizona law.
- h. Maintain all PII data received pursuant to this MOU in a secure manner, separate from all other data files, and not copy, reproduce, or transmit data obtained pursuant to this MOU except to its own agents acting for or on behalf of the Amazing Arts and as necessary to fulfill the purposes described herein.
- i. Not disclose PII data contained under the MOU or addenda to it in any manner that could identify any individual student, except as authorized by FERPA and not publicly report data of a group of students of less than ten (10).

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

10/20/21
Date



Nicholas Murray
Owner/Director, Amazing Arts

09/28/21
Date

OSBORN SCHOOL DISTRICT NO. 8
August 16, 2022
Board Meeting

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

Agenda Item Number – IV-J-8

Agenda Item

Approval of Data Sharing Agreement with the Arizona Teacher Residency at Northern Arizona University

For Board: Action Discussion Information

Background–

District counsel has approved the Data Sharing Agreement with the Arizona Teacher Residency Program at Northern Arizona University being utilized by the 3 elementary school districts (Osborn, Tempe Elementary, and Roosevelt Elementary) in partnership with NAU and the Arizona K-12 Center.

Legal

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 Data Sharing Agreement with the Arizona Teacher Residency Program at Northern Arizona University.

Moved _____ Seconded _____ P/F

Data Sharing Agreement

Between

Osborn Elementary School District No. 8

And

The Arizona Teacher Residency at Northern Arizona University

This Data Sharing Agreement (“Agreement”) is entered into effective as of the date of execution (“Effective Date”) by and between the Osborn Elementary School District No. 8 (“District”) and the Arizona Teacher Residency at Northern Arizona University (“Arizona Teacher Residency”) (collectively, the “Parties”).

RECITALS

WHEREAS, the Teacher Residency works under an Agreement with the District on the Arizona Teacher Residency program (AZTR), whose purpose is to recruit, prepare, support, and retain high-quality, racially diverse teachers for participating K12 districts in Arizona; and

WHEREAS, the Arizona Teacher Residency wants to conduct a program evaluation regarding the effectiveness of its program using student and teacher data; and

WHEREAS, the District and the Arizona Teacher Residency have an agreement regarding the AZTR program; and

WHEREAS, the District will provide certain Student and teacher information to the Arizona Teacher Residency in order to conduct a program evaluation; and

WHEREAS, the Parties wish to set forth the terms and conditions governing the transfer and maintenance of the aforementioned student and teacher information.

AGREEMENT

NOW, THEREFORE, the Parties agree to the following terms and conditions governing the transfer and maintenance of the personally identifiable information of students shared by the District:

1. The Arizona Teacher Residency is an innovative research-based model for graduate teacher residencies that has demonstrated success across the country over the last 20 years. AZTR features a 10-month residency in schools where residents apprentice under the support of a supervising teacher and engage in various service obligations to their school site (“Resident” or “Residents”); Residents will receive a living stipend to cover basic expenses during this time. Residents will also complete coursework over two years (the residency year and the following year when they become teachers of record) toward

a Master's degree through NAU, which will be highly subsidized by grant opportunities (e.g., TEACH grant, Arizona Teachers Academy, etc.) for applicants who have submitted a FAFSA. Residents also receive two years of induction support through the NAU Arizona Teacher Residency.

2. Term of Agreement. The term of this Agreement shall begin upon execution of the Agreement by the parties and terminate on June 30, 2024. It shall remain in effect unless terminated, canceled or extended as otherwise provided herein. This Agreement may be canceled upon 30 days written notice by either Party. The terms of this Agreement may be extended and modified, upon written approval by the authorized representative of each Party.
3. Data Privacy Obligations. 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)(6). The District has determined that it will provide personally identifiable information of students, as that term is defined in FERPA, for purposes of conducting a program evaluation of the Arizona Teacher Residency Program. The District may provide additional data elements upon the written request of the Arizona Teacher Residency and it will be subject to the same terms and conditions as stated in this Agreement, and for the purposes stated in this Agreement.
4. Safeguarding of Student and Teacher data. The purpose of this Agreement is to document the terms under which the District will release to the Arizona Teacher Residency teacher and student information for the purposes described above and only those purposes consistent with applicable federal and state laws.
 - a. Arizona Teacher Residency acknowledges that the data provided by the District includes confidential personally identifiable information of students and teacher data.
 - b. Arizona Teacher Residency acknowledges that its employees are required to be aware of and work to protect the confidentiality, privacy, and security of personally identifiable information. Arizona Teacher Residency and its personnel do not access personally identifiable information of District student unless there is a legitimate need for the information to perform the program evaluation or required services to the District as part of its agreement with Arizona Teacher Residency.

- c. Arizona Teacher Residency agrees to implement administrative, physical, and technical infrastructure and procedural safeguards in accordance with accepted industry standards to protect the student information shared by the District.
- d. Arizona Teacher Residency agrees not rent, sell, transfer to any other party or otherwise use contact information of students provided by the District.
- e. Arizona Teacher Residency agrees to destroy any and all personally identifiable information of students provided by the District no later than September 15th, 2027. Arizona Teacher Residency shall provide confirmation of the destruction of student data if requested by the District.
- f. Arizona Teacher Residency agrees protect the information of students provided by the District in the same manner that it protects other similar information, and to ensure that such data is not copied, reproduced or transmitted, except in accordance with 20 U.S.C. § 1232g and as expressly authorized by this Agreement.

5. Data to be Disclosed.

- a. The District will provide Arizona Teacher Residency with the following student data each Fall so that it may perform a performance evaluation to determine the effectiveness of its program. The District will provide aggregate data for the control group and student level data with a unique identifier for the test group.
 - i. Student demographic data including race, special education eligibility, and English learner eligibility; and
 - ii. Student achievement data including benchmark and statewide assessments; and
 - iii. Student attendance and discipline referral data from the District's student information system; and
 - iv. Anonymous student pre- and post-test surveys to be provided by AZTR with a unique identifier anonymously provided for each student; and
 - v. Student observation and interview data conducted by AZTR particularly for students enrolled in the classes of Supervising Teachers and residents, but also for a control group.
- b. The district will also provide the Arizona Teacher Residency with the following teacher data each Fall.
 - i. Aggregate teacher retention data for residents, Supervising Teachers, and control group so that AZTR can compare retention of AZTR teachers compared to the District as a whole; and
 - ii. De identified teacher evaluation data for residents and Supervising Teachers and control group; and

- iii. Teacher observation and interview data to be conducted by AZTR;
and
- iv. Pre- and post-test survey data for residents and Supervising Teachers (to be provided by AZTR.

6. Inadvertent Data Disclosure or Misuse. Arizona Teacher Residency will promptly report in writing to the DISTRICT if they become aware that of any use of disclosure of the data that is not permitted by this Agreement or by law. This report shall provide as much specific information as possible regarding the nature of the violating use or disclosure, the information used or disclosed, the identity of the person who used the data and the corrective action the Arizona Teacher Residency will take to prevent further disclosure, including any mitigation, and any other information it has received under this Agreement.
7. The District may terminate this Agreement immediately and without notice if, in its judgment, there is any violation of the terms of this Agreement.
8. This Agreement may only be amended by a writing signed by both parties.
9. Notice under this Agreement shall be given to:

DISTRICT at:

Dr. Michael Robert
Superintendent
Osborn Elementary School District
1226 W. Osborn Road
Phoenix, AZ 85012
mrobert@osborn.org

ARIZONA TEACHER RESIDENCY at :

Victoria Theisen Homer, Director of Arizona Teacher Residency
99 E. Virginia Ave. Suite 100
Phoenix, AZ 85004
vtheisen@azk12.org

10. Miscellaneous.

- a. Modification notwithstanding Unenforceability. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.
- b. Governing Law. This Agreement shall be governed in accordance with the laws of Arizona without regard to conflict of law provisions. In the event that any action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees.

- c. Cancellation. The District reserves all rights that it may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511, as amended.
- d. 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.
- e. 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 public funds are unavailable and not appropriated for the performance of either's obligations under this contract, then this contract shall automatically expire without penalty to either party after written notice to of the unavailability and non-appropriation of public funds. It is expressly agreed that the District shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contact, but only as an emergency fiscal measure.
- f. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the parties warrant their compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). A party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The parties each retain the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty.
- g. Compliance with Governing Board Policies and Procedures. Arizona Teacher Residency shall comply with applicable Governing Board policies.
- h. No Israel Boycott. To the extent applicable, the Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OSBORN ELEMENTARY SCHOOL DISTRICT NO. 8

Superintendent Michael Robert

SIGNED: 

DATED: 8-8-22

ARIZONA Teacher Residency

NAME OF SIGNER: Victoria Theisen-Homer

SIGNED: _____

DATED: _____

OSBORN SCHOOL DISTRICT NO. 8
August 16, 2022
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.

This month's Call to the Public will be modified to comply with CDC guidelines on social distancing due to COVID-19. The public will be able to listen to the meeting live through teleconference. 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, August 16, 2022.

Legal

Financial

Governing Board Goals

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

Recommendation

For Information Only

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8
August 16, 2022
Board Meeting

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

Agenda Item Number –VI

Agenda Item

Board Presentation- District Employee Participation in Fulbright Programs to Brazil and Finland

For Board: Action Discussion Information

Background –

Osborn School District was fortunate to share our learning in global learning communities as well as have participants bring learning from other countries back to the district. Two groups of individuals participated in Fulbright programs in the 21-22 school year who will present about their experiences and learning to the Governing Board.

Luis Valencia, Maria Green, Jessica Dodge, and Beth Anderson represented Osborn in a Fulbright-Hays program to Porto Alegre, Brazil, which shares similarities as a cross-border region with Argentina, much how Arizona and Mexico are. They were able to visit schools and study Brazilian language, culture, and indigenous populations.

Dr. Michael Robert was selected as a participant in the Fulbright Leaders for Global Schools program through the Fulbright Finland Foundation to visit public schools, University teacher training centers, and meet with municipal leaders in education in Helsinki, Espoo, Lahti, and Oulu, Finland.

Osborn’s latest Fulbright scholars will be presenting about their learning and experiences to the Governing Board tonight.

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

OSBORN SCHOOL DISTRICT NO. 8
August 16, 2022
Board Meeting

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

Agenda Item Number –VII-A

Agenda Item

Administrative Reports

For Board: Action Discussion Information

Background –

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

Legal

Financial

Governing Board Goals

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

Recommendation

For update and information only

Moved _____ Seconded _____ P/F

Curriculum Department
Board Meeting Updates

Director: Abby Potter-Davis Board Meeting Date: 8-16-22

Focus of Update: Grants Update	
Strategic Plan Connection:	Child & Student Success
Update:	<p>All grants moving into the 2022-23 school year are fully approved. The district was also awarded additional grants this year to support preschool programming and reading literacy. The HQEL (High Quality Early Learning) Grant will fund up to 20 slots each for students meeting income eligibility in Solano and Longview's community preschool programs. In addition, the grant will provide funding for staff, professional development and any needed structural and/or materials' enhancements for the programs during the next two years.</p> <p>Osborn was also awarded the Dyslexia Designee Grant allowing the district to send teachers to additional professional development to advance best practices in reading instruction and strategies to support students with more advanced difficulties in reading. The grant also allowed each school to provide a stipend to a site designee for extra duties to provide additional support to staff and teams in the area of reading.</p>
Impact on Academic Excellence and/or Social-Emotional Learning	<p>The introduction of the HQEL grants will provide the potential for the district to look at ways to strategically expand preschool opportunities within our community and allow for needed enhancements with curriculum, materials, and other resources to benefit our youngest scholars who are at the beginning of their educational path. The Dyslexia Designee Grant will help us advance academic excellence by supporting staff in strengthening their understanding of how to provide additional, effective interventions to students who may struggle as they learn to read.</p>

Curriculum Department
Board Meeting Updates

Director: Abby Potter-Davis Board Meeting Date: 8-16-22

Focus of Update: Language Acquisition & Bi-Literacy	
Strategic Plan Connection:	Leadership
Update:	This summer, five dual language teachers attended the Spanish Literacy Institute (¡en español!): <i>Fostering Spanish Language and Literacy Development</i> . They enjoyed three professional learning sessions about metalinguistic strategies to engage learners and connect both languages in the classroom. Additionally, the teachers participated in engaging game-like activities and had wonderful collaborative discussions with peers around the nation.
Impact on Academic Excellence and/or Social-Emotional Learning	This professional learning experience supported teacher content/linguistic/cultural knowledge in order to enhance student academic learning in both languages

Strategic Plan Connection:	Leadership
Update:	Monica Artea attended a Center for Applied Linguistics (CAL) Institute called Dual Language Leadership on July 26-28. This was an opportunity to reflect on our current policies and practices and determine next steps for enhancing our dual language program. In addition, Monica deepened her practical understanding of the positive impact that bilingualism has on student achievement, as well as the importance of ensuring program and language equity in order to create a district culture where bilingualism, biliteracy, high academic achievement, and sociocultural competence thrive.

Curriculum Department
Board Meeting Updates

Director: Abby Potter-Davis Board Meeting Date: 8-16-22

<p>Impact on Academic Excellence and/or Social-Emotional Learning</p>	<p>We are committed to ensuring program and language equity for ALL language learners.</p>
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<p>Focus of Update: Professional Development</p>	
<p>Strategic Plan Connection:</p>	<p>Leadership</p>
<p>Update:</p>	<p>On June 28 and 29, twenty-five district and school leadership team members (including principals, Master and mentor teachers, teaching and learning team members) attended the NIET Summer Institute entitled <i>Recharging for Impact</i>. Throughout the 2 days participants learned new strategies to improve student work analysis, maximize evaluation processes for growth, build teacher ownership and agency, and ground feedback in curriculum and student work. The Institute also provided time for team reflection and action planning as we look ahead to the upcoming school year.</p>
<p>Impact on Academic Excellence and/or Social-Emotional Learning</p>	<p>As we plan for the new year it is imperative that we maintain a laser-like focus on accelerating student learning. This professional learning experience offered strategies and frameworks for schools to consider as they build their action plans for the year.</p>

<p>Focus of Update: Professional Development</p>	
<p>Strategic Plan Connection:</p>	<p>Child and Student Success</p>

Curriculum Department
Board Meeting Updates

Director: Abby Potter-Davis Board Meeting Date: 8-16-22

<p>Update:</p>	<p>On July 13 and 14 our wonderful transportation department, including our bus and van drivers, engaged in professional learning led by a Conscious Discipline trainer. The trainer tailored the learning to meet the unique drivers’ needs and experiences. They covered the brain states, triggers, Noticing, assertiveness, visual routines, choices, brain smart starts and consequences. The feedback from the drivers was incredibly positive and they are very excited to implement new strategies in their “classrooms”.</p>
<p>Impact on Academic Excellence and/or Social-Emotional Learning</p>	<p>For our students who ride the bus, the bus driver is often the first Osborn employee they see in the morning and the last employee they see in the afternoon. We want all learning spaces, including our buses, to feel welcoming and feature similar strategies to create and maintain positive environments so that we are consistently supporting students’ social-emotional learning.</p>

<p>Focus of Update: Professional Development</p>	
<p>Strategic Plan Connection:</p>	<p>Teaching & Learning</p>
<p>Update:</p>	<p>On Tuesday, July 26 Dr. Robert, the Teaching & Learning team and the Master teachers welcomed 25 new teachers to Osborn. The theme of this year’s New Teacher Orientation was “Diving into a New Year”, and the room was decorated in a beach theme including a fishbowl centerpiece. We opened the meeting by going through our core values and instructional focus areas, and spent time getting to know each of the teachers. We spent the rest of the morning focusing on Conscious Discipline, and the afternoon was devoted</p>

Curriculum Department
Board Meeting Updates

Director: Abby Potter-Davis Board Meeting Date: 8-16-22

	<p>to Thinking Maps. We gave out door prizes throughout the day and 10 lucky new teachers were able to take a goldfish to their classrooms.</p> <p>On Tuesday the new teachers heard from HR, Business Services and IT, and then the group boarded a bus to tour our district and hear from each of the principals about our amazing schools. The new teachers spent their remaining days learning on their campuses with their principals and Master Teachers, getting to know our instructional programs and setting up their classrooms.</p>
<p>Impact on Academic Excellence and/or Social-Emotional Learning</p>	<p>We are proud of our district and the variety of resources and professional development that we offer so that all teachers are armed with the knowledge and skills to accelerate learning for our students.</p>

<p>Focus of Update: Data and Assessment</p>	
<p>Strategic Plan Connection:</p>	<p>Child & Student Success</p>
<p>Update:</p>	<p>Monica Artea and two of our EL Paraprofessionals have been busy preparing and administering the AZELLA Placement test to new students whose parents have indicated on the Home Language Survey that another language is spoken at home. It is likely that we will administer the AZELLA placement test to over 100 students this year.</p>
<p>Impact on Academic Excellence and/or Social-Emotional Learning</p>	<p>The purpose of the placement test is to measure students' English language proficiency to see if they qualify for EL services, which include the 2 Hr Model or the 50-50 dual language Model.</p>

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

August 16th, 2022

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

The Osborn Human Resources Department is excited to share our August updates.

Professional Growth

As a result of a recommendation from Osborn's Budget Committee, we modified the deadline for professional growth. Instead of having teachers wait until October to submit supporting documents, we allowed them to submit as early as July 25th to see salary adjustments sooner rather than later. Of the initial 22 teachers who submitted for professional growth, 15 teachers submitted necessary documents by the July deadline. As a result, these 15 teachers received addendums that were reflective of pay equity enhancements as well as professional growth for the 2022-23 school year.

Annual Flu Vaccine Clinic

We are excited to offer our annual Flu Vaccine Clinic on Friday September 16th, 2022 at several sites throughout the district. This is made possible by our partnership with Diversified Solutions and Barbara Vaughn, RN.

Recruitment

We are grateful to have extended our partnership with the International Teach Alliance. They were able to support a total of 5 international candidates joining the Osborn District as instructional leaders. We are also excited to have a strong continued relationship with Teach for America who was able to support with connecting us to 4 Corps members who will be great additions to our classrooms and community.

Thank you for your time and attention to this report. Feel free to reach out with any questions.

In Service,



Emerald Woodland, Ed.D
Director Of Human Resources



DEPARTMENT HIGHLIGHTS

➔ Celebrating growth

Thanks to the diligence and leadership of Special Education Teacher on Special Assignment, **Jessica Bailey**, the Osborn School District has had the 2020-2021 Corrective Action Plan closed out by the Arizona Department of Education. Jessica worked side-by-side with teachers to ensure compliance in content and timelines of IEPs in the 2021-2022 school year. Additionally, the special education department worked with a WestEd consultant to bring valuable training on IEP writing and service delivery that benefited both new and continuing teachers.



➔ Recognizing skill

Right now, teachers are hard to find. A highly-qualified, special education teacher is even more difficult to locate in the current educational landscape. In response to and appreciation for this reality, Osborn ESSR funds were authorized for a hard-to-fill stipend for new and continuing highly-qualified Special Educators for the 2022-2023 school year. This stipend is part of an overall plan to engage and retain high-quality educators for our students with special needs.

STRENGTHENING COLLECTIVE EFFICACY

As we dive into a new school year, each team in the Student Services Department works to bring relevant, targeted professional development and collaboration opportunities to its staff. The department looks forward to partnering with representatives from the Arizona Department of Education to increase knowledge around facilitated IEP meetings and building even stronger relationships with families. Additionally, our monthly professional development sessions allow the entire Special Education team to come together to work through curricular, service, and documentation questions that furthers our goals of building equity in learning for our students with special needs. We are so excited to kick off the 2022-2023 school year!

➔ Open Positions

Student Services positions we are still seeking qualified candidates to fill:

- Self-contained Teachers
- Preschool Assistants
- Special Education Instructional Assistants

➔ Valle del Sol Partnership Highlight

As we enter the new school year, we are pleased that Valle del Sol has been able to fully staff our schools with counselors to meet the social emotional needs of our students. If parents would like their child or families to receive support through Valle del Sol, information is available in the front office at each school site.



OSBORN SCHOOL DISTRICT NO. 8

August 16, 2022

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 of First Reading of ASBA Policy Revisions:

For Board: Action Discussion Information

Background

A. Approval of First Reading of ASBA Policy Revisions:

JLDAB	Referrals to Other Agencies
JLDAB-R	Referrals to Other Agencies
JLDAB-E	Referrals to Other Agencies

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 first reading of ASBA policy revisions as recommended.

Moved _____ Seconded _____ P/F

JLDAB ©
REFERRALS TO OTHER AGENCIES

The Superintendent is authorized, at his or her discretion, to make school-based referrals to community based behavioral health providers in compliance with A.R.S. §36-3436.01.

If the Superintendent elects to provide school-based referrals for behavioral health services to a contracted behavioral health services provider pursuant to the children's behavioral health services fund established by section A.R.S. §36-3436 or for services provided through the Arizona health care cost containment system, then the Superintendent shall:

- A. Create a process to allow parents to annually opt-in to school-based referrals. (See JLDAB-R).
- B. Create a process to conduct a survey of parents whose children were referred to and received behavioral health services pursuant to A.R.S. §36-3436.01. The survey must meet the requirements of A.R.S. §36-3436.01(2). (See JLDAB-E)
- C. Post a list of behavioral health services providers with whom the school contracts on the school's website.
- D. Post this policy on the applicable school website.
- E. At the end of each school year, report to the Arizona health care cost containment system administration the school survey results. (See JLDAB-E)

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:
A.R.S.
36-3436.01

JLDAB-R ©

REGULATION

REERRALS TO OTHER AGENCIES

**(Community Based Behavioral Health Providers -
Parental Consent and Surveys)**

Parental Consent

Annually, at student enrollment, the Superintendent will provide parents an opportunity to opt- in to school based behavioral health referrals.

Surveys

By statute, school districts are required to have a process for conducting a survey and reporting the results to Arizona Health Care Cost Containment System (AHCCCS). The Superintendent may rely on the AHCCCS generated survey, found here: <https://forms.gle/siXH3bgmn3xfw9qk9>. (See JLDAB-E). This survey reports the required data to AHCCCS in real time eliminating the need for end of the year reporting.

The Superintendent may develop a process which includes the AHCCCS survey being administered by partnering community based behavioral health providers. If the Superintendent chooses to conduct their own survey, they must report it to Arizona Health Care Cost Containment System as required by law, report to BHschools@azahcccs.gov.

JLDAB-E ©

EXHIBIT

**REERRALS TO OTHER AGENCIES
SURVEY**

Surveys

The following survey was created by the Arizona health care cost containment system. It can be found at: <https://forms.gle/siXH3bgmn3xfw9qk9>. The results will be recorded by AHCCCS and sent to the Governor annually. This survey meets the requirement of statute.

**Behavioral Health
Services Survey**

You are being invited to complete this survey as a parent/guardian whose child/children were referred for behavioral health services through their school. This information will be used to improve the process for referrals and use of behavioral health services through schools. Unless you choose to include your personal information, your responses are anonymous.

Some definitions to consider: behavioral health services means treatment for the connection between the health and well-being of the body and the mind including mental and substance use issues; referral means direction for services from the school to a provider.

Interpretation services can be provided at no cost, if needed. For interpretation services, or any other questions, please ask your provider for assistance in completing the survey.

*** *Required***

What is your child's age? * _____

What school does your child attend? * _____

What grade is your child in? * _____

What is your child's gender? * _____

What is your child's race? * _____

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

How happy were you with the way in which you were asked about consenting to, or opting-in, for your child to be referred for behavioral health services? *

Very Unhappy 😞

- 1
- 2
- 3
- 4
- 5

Very Happy 😊

How happy were you with the way you were notified of your child being referred for behavioral health services? *

Very Unhappy 😞

- 1
- 2
- 3
- 4
- 5

Very Happy 😊

How happy were you with the behavioral health services that your student received? *

Very Unhappy 😞

- 1
- 2
- 3
- 4
- 5

Very Happy 😊

How happy were you with the choice of behavioral health service providers? *

Very Unhappy 😞

- 1
- 2
- 3
- 4
- 5

Very Happy 😊

If needed again in the future, would you consent to, or opt-in to, a referral for behavioral health services through your student's school? *

___ Yes

___ No

If you would like to give any additional comments, please add here.

OSBORN SCHOOL DISTRICT NO. 8
August 16, 2022
Board Meeting

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

Agenda Item Number – VIII- B

Agenda Item

Approval of Delegate and Alternate as Discussed to Represent Osborn School District at the Arizona School Boards Association Delegate Assembly on September 10, 2022.

For Board: Action Discussion Information

Background –

Selection of Delegate and Alternate Board Representative to ASBA Delegate Assembly, September 10, 2022.

Legal

Financial

Governing Board Goals

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

Recommendation

It is recommended that the Governing Board approve the delegate and alternate as discussed to represent Osborn School District at the Arizona School Boards Association Delegate Assembly on September 10, 2022.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8
August 16, 2022
Board Meeting

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Agenda Item Number – VIII- C

Agenda Item

Approval of Arizona School Boards Association’s (ASBA) draft 2023 Political Agenda, and, direct the District’s Delegate to the ASBA Delegate Assembly to Represent the Board’s Determined Position

For Board: Action Discussion Information

Background –

ASBA’s Legislative Committee reviewed and discussed every submitted proposal at its meeting in June. Most boards indicated support for items included in the 2022 Political Agenda, and the committee appreciated the support of ASBA's agenda to advance public education statewide.

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

This item will provide direction to the delegate and alternate of the Board’s determined position on items listed on ASBA’s draft 2023 Political Agenda.

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 direction of the District’s delegate to the ASBA delegate assembly to represent the Board’s determined position

Moved _____ Seconded _____ P/F



TO: GOVERNING BOARD PRESIDENTS AND SUPERINTENDENTS

FROM: Chris Kotterman, Director of Governmental Relations

DATE: August, 1 2022

SUBJECT: PROPOSED 2023 POLITICAL AGENDA AND DELEGATE ASSEMBLY PROCESS

Thank you for lending your voice to every public-school student in Arizona. Enclosed you will find ASBA's Vision, Mission, and Core Beliefs; and the proposed 2023 Political Agenda.

The Legislative Committee reviewed and discussed every submitted proposal at its meeting in June. Most boards indicated support for items included in the 2022 Political Agenda, and the committee appreciates your overwhelming support of ASBA's agenda to advance public education statewide.

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

The Delegate Assembly determines the positions of the Arizona School Boards Association. Registration for Delegate Assembly is now open. You may register via the [registration page](#). **We look forward to seeing you at the Delegate Assembly on September 10th.**

The Delegate Assembly will be held in person, at the JW Marriot Scottsdale Camelback Inn immediately following the ASBA Law Conference.

Please copy and distribute this ENTIRE packet to all board members and place the proposed 2023 Political Agenda on your next board agenda for discussion and to provide any instruction to your district delegate as to your board's position on proposed agenda items. A sample board agenda item has been included for your reference. While all board members and superintendents are welcome to attend the Delegate Assembly, each member district has only one official delegate.

Delegate registration can be completed [online at this link](#).



Core Purpose (Mission):

We cultivate excellence in locally-governed school districts.

Core Beliefs:

- The basic life needs of children must be met for them to succeed.
- Meeting the unique educational needs of all students must be the foundation of our school systems.
- The governance of publicly-funded schools must lie with locally-elected and publicly-accountable governing boards.
- The responsibility for student success is shared by students, parents, governing board, district staff and the community.
- Public education funding must be broad-based, stable and at a level that assures all students are successful.
- Knowledgeable and professionally trained governing board members are fundamental for ensuring student success.
- Closing the opportunity and achievement gap is a moral and economic imperative that must be addressed to ensure all Arizona's students are successful.

Report of the ASBA Legislative Committee

Draft 2023 Political Agenda

- I) Adequately and Equitably Fund District Schools to at least the National Median per Pupil Funding
1. Maximize state funding for ~~nationally and locally~~ competitive salaries to attract, recruit, and retain talented teachers and staff, including support for the AZ teacher's academy and efforts to increase the diversity of the teaching workforce, and for difficult to fill positions.
 2. Revise the School Finance formula to:
 - a) Provide a stable, dedicated revenue source less reliant on the general fund or annual legislative appropriation.
 - b) Provide dedicated school capital funding consistent with the constitutional requirement of a general and uniform public school system.
 - c) Ensure the formula addresses the unique financial needs of schools serving students in poverty and in rural & remote schools.
 - d) Fund distance learning at 100%
 3. Modernize the Constitutional Aggregate Expenditure Limit to reflect current education funding levels and priorities via Legislative referral to the voters.
 4. Fully fund full-day kindergarten and include kindergarten students in the override calculations.
 5. Advocate to preserve and protect the voters' original intent of Prop 301. Protect voters' intent in funding K-12 education and oppose legislation that attempts to supplant or divert additional voter-approved funding streams, ~~such as Prop. 301 and Prop. 208.~~
 6. Index district additional assistance (DAA) funding for inflation.
 7. Provide funding for new space before existing schools exceed their maximum capacity and become overcrowded, and provide dedicated and flexible ongoing maintenance funding, including replacement of buildings that have exceeded their useful life. Advocate for capacity standards that reflect the design of instructional space.

8. Eliminate unfunded mandates and administrative burdens.
9. Return desegregation funding to a primary tax levy.
10. Conduct an exceptional student services cost study to ensure students, including in rural or remote areas, receive adequate funding for the actual cost of their services, including early intervention.
11. Adequately fund the cost of student transportation including adequate maintenance of school bus routes for rural schools.
12. Provide full-time funding for preschool programs in the K-12 funding formula.
13. Reform current year funding to a system that provides districts with appropriate stable annual budgeting ability and technical reliability.
14. Prorate funding over the entire school year among all public schools that a student has attended during the year.
15. Give all districts the authority ~~and funding~~ to provide affordable housing options to faculty and staff.

II) Preserve and Strengthen Local Control

1. Ensure local control and flexibility in managing funds and programs, when possible, given the Arizona constitutional requirements of a general and uniform public school system.
2. Change “override/budget increase” language to better reflect what voters are being asked to support. Update requirements associated with school district voter-approved bonds and overrides to improve efficiency and permit more accurate presentations of estimated property tax rates.
3. Allow school districts greater flexibility in the divestiture or use of taxpayer-funded assets.
4. Oppose legislative intrusion on school site budgeting decisions.

5. Maintain exclusive local authority over any measure that would propose to consolidate and/or unify any number of school districts into a larger district.
6. Support local board authority for student suspensions and to adopt open enrollment policies based on capacity.
- ~~7. Support policy that eliminates the use of corporal punishment and “Zero Tolerance” disciplinary policies in Arizona schools.~~
8. Amend current statute to allow school board members to use the E-Equal system in addition to in-person signatures to appear on the ballot.
9. Oppose any legislation that intends to lessen or curtail the legal authority of locally-elected school boards including their authority to approve curriculum.
10. Modify the number of signatures required for CTED board to align with similar school board candidates.

III) Improve Outcomes for All Students

1. Increase the compulsory attendance age from 16 to 18 years or the attainment of a high school diploma or GED before the age of 18.
2. Continue reforming English Language Learner models of instruction to increase integration of English Learners and give schools flexibility and resources to administer them.
3. Fully restore 9th and 13th grade CTE/CTED eligibility and funding to ~~allow students to explore career fields and /or certification completion~~ increase access to work-based learning and expand the window of opportunity students have to complete industry-recognized CTE programs.
4. Allow CTEDs to serve students through age 21 regardless of graduation status.
5. Support policy that recognizes, respects, and promotes teaching as a profession.
6. Defend against efforts to limit chill the free speech rights of school employees.
7. State standardized testing shall not be used for any purpose other than a year over year measurement of student growth in the tested subject. Rethink and redefine the role and

purpose of standardized testing and develop meaningful assessments and other measurable outcomes.

8. Support policy that protects school district employees and students from discrimination ~~based on~~, including on the basis of sexual orientation and gender identity.

IV) Require Public Accountability for Taxpayer Dollars Spent on Education

1. Establish financial and academic transparency for all institutions and individuals that accept public funds.
2. Repeal any program that gives public funds for private schools, vouchers (Empowerment Scholarship Accounts) and private school subsidies (~~Student-School~~ Tuition Organizations) and prevent any future expansion.
3. Require comparative classroom spending audits for school districts and all other institutions that accept public funds and define “classroom spending” as both instructional spending and student support spending.
4. Enforce financial requirements and seek recovery of improperly received and/or expended public funds by charter and private schools and organizations.
5. Support policy that encourages all eligible voters to exercise their right to participate in elections. ~~Oppose any measure that would result in fewer qualified voters from being easily able to vote or register to vote.~~

V) Arizona’s Rural and Remote Schools

1. Ensure that Students in Arizona’s Small, Rural and Remote Schools are Considered by Policymakers alongside Students in Large Metropolitan Schools
2. Equitably invest in technology and reliable internet access for all students.
3. Protect rural and remote school districts from inequitable impact due to formula adjustments

VI) School Safety & Security

1. **Provide funding to individual districts to implement locally directed school safety programs as well as student mental health and wellbeing initiatives.**
2. **Support policy that promotes social-emotional wellness as a critical component of improving school climate, safety, and learning for all students and staff.**
3. **Arizona's school boards call upon all state, federal, tribal and local officials to address the causes of increased violence and self-harm at K-12 schools.**
4. **Arizona's school boards call upon all state, federal, tribal and local officials to address the causes of increased gun violence directed at K-12 schools.**

OSBORN SCHOOL DISTRICT NO. 8
August 16, 2022
Board Meeting

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Agenda Item Number – VIII-D

Agenda Item

COVID Protocols for 2022-2023

For Board: Action Discussion Information

Background –

Dr. Robert will review the Safe Return to In-Person Instruction Plan posted to the district website and protocols communicated to staff prior to the opening of school.

Governing Board Goals

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

Recommendation

Information Only

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8
August 16, 2022
Board Meeting

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Agenda Item Number – IX

Agenda Item
Board Development

For Board: Action Discussion Information

Background –

Mr. Peralta will present the information learned at the ASBA/ASA Summer Leadership Conference with the Governing Board

Future Board Professional Development

- A. ASBA Law Conference September 7-9, 2022
- B. ASBA Delegate Assembly September 10, 2022

Legal

Financial

Governing Board Goals

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- Maximize Student Learning & Achievement from PreK to High School
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Recommendation

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8
August 16, 2022
Board Meeting

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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
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Recommendation

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8
August 16, 2022
Board Meeting

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Agenda Item Number – XI

Agenda Item

Future Agenda Items

For Board: Action Discussion Information

Mr. Hermes

- Discuss COVID 19 and what the district is doing to help make parents comfortable starting a new school year **(during the 8/16/22 Governing Board meeting Update items)**
- Consider holding a vaccination drive providing opportunity for 4 year olds to be vaccinated **(in the works with community agencies)**

Agenda Item Number – XIII

Adjournment

Moved _____ Seconded _____ P/F