

OSBORN SCHOOL DISTRICT NO. 8
GOVERNING BOARD MEETING
March 4, 2021

Amended to change to a virtual only meeting

Special Meeting- 4:30 P.M.

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

The Governing Board finds that it is in the best interests of the District and its community to conduct its public meeting through technological access in order to serve the public purpose of assisting with the minimization of the potential spread of COVID19. Governing Board members may participate in the public board meeting via telephone as authorized by A.R.S. Section 38-431(4). Members of the public may attend by calling the following number (US)+1 218-301-2244, PIN: 353 175 940# or viewing in a Google Meets meet.google.com/gfm-jkhy-kxz if you have an Osborn Google account. If you do not have an Osborn account and would like to receive an invitation to join the Google Meets please email your request to lnye@osbornsd.org by noon March 4, 2021. The Governing Board hereby authorizes this action to serve its goal of protecting students and staff and in the interests of safety

AGENDA

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

I. Call to Order

II. Action Items

- A. Approval to Authorize the Chief Operations Officer to Award/Sign E-rate Contracts
- B. Renewal of Cox E-rate Contract – Year 2
- C. Recommendation to Issue 2021-22 Certified Teacher Contracts
- D. Recommendation to Issue 2021-22 Other Professional (Therapists, Psychologists and Other Professionals) and Classified Exempt Contracts
- E. Recommendation to Grant Two Annual Leave Days for Early Contract Return
- F. Approval of a \$1000 Retention Stipend for All Staff for the 21/22sy

III. Discussion/Information Items

- A. Plans for school reopening

IV. Adjournment

OSBORN SCHOOL DISTRICT NO. 8

February 4, 2021

Board Meeting

**Children want knowledge, challenge and recognition.
Parents want independent, passionate learners in a safe environment.
This is our mission.**

Agenda Item Number – II-A

Agenda Item

Approval to Authorize the Chief Operations Officer to Award/Sign E-rate contracts

For Board: Action Discussion Information

Background –

The E-rate bids (for Firewall/ Wi-Fi analyzers and Cisco Base) will be opened on the 18th of March. The contract & the E-rate application has to be submitted before March 25th 9PM. Due to the deadlines in the E-rate award process, administration recommends the Governing Board authorize Colleen Toscano, Chief Operations Officer, to award/sign E-rate contracts on behalf of the Governing Board. Information on the awarded vendor(s) and the contract(s) will be provided at the April board meeting.

Legal

Financial

Governing Board Goals

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

Recommendation

Recommend the authorization of Colleen Toscano, Chief Operations Officer, to award/sign E-rate contracts on behalf of the Governing Board.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

February 4, 2021

Board Meeting

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Agenda Item Number – II-B

Agenda Item

Renewal of Cox E-rate Contract – Year 2

For Board: Action Discussion Information

Background –

This is the renewal for the second year of the E-rate funded contract with Cox. We have submitted a funding request to E-rate to secure additional funding to expand our bandwidth with our current Cox provider. Our Internet bandwidth needs to be much higher due to distance learning. OSD will be responsible for 10% of the costs.

Cox Bundle from 1G to 5GB Internet \$40,440.96
Cox Arizona WAN 3GB/1G/500Mb connecting school sites at \$81,225.12
Total \$121,666.08
USAC pays/year a total of \$109,499.47
OSD pays/year a total of \$12,166.61

Note: USAC stands for Universal Services Administration Company (E-rate federal funding)

Legal

Financial

\$12,166.61 from M&O funds.

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 the Governing Board approve renewal of the Cox, E-rate contract for Year 2 with increased bandwidth.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

February 4, 2021

Board Meeting

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Agenda Item Number – II-C

Agenda Item

Recommendation to Issue 2021-22 Certified Teacher Contracts

For Board: Action Discussion Information

Background –

Administration is recommending issuing certified teacher contracts for current salary amounts and issuing amendment letters if increases are funded.

The Budget Committee will be meeting to discuss salary and expenditure recommendations for FY 22 while we await the final FY 22 funding levels from the State Legislature. Administration is seeking Board approval to proceed so that certified contracts can be issued early in order to increase retention and recruitment efforts.

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 issuing 2021-22 certified teacher contracts based on current salary amounts to aid in retention efforts.

Moved _____ Seconded _____ P/F

M&O*: \$«MO»
P301*: \$ «P301_4690»
Longevity: \$ «Longevity»
Endorsements/AEPA: \$ «Total Endors»
Total Contract: \$«Rounded_total»
Grandfathered YRS of SVC Included in Total:
*or Equivalent Funding

NAME: «Last_Name_First_Name»
LOCATION: «Location» FTE: «FTE»
STEP LESS: «Grade»/«Level»

ENDORSEMENTS/AEPA:
«Endorsments»

DATE ISSUED: March 5, 2021

DATE RETURNED TO D.O. /INITIALS

**OSBORNSCHOODISTRICT #8
TEACHER'S EMPLOYMENT CONTRACT**

This contract is entered into by Osborn Elementary School District No. 8 ("District") and _«Last_Name_First_Name»_(“Teacher”).

1. District agrees to employ Teacher for «Days»_days during fiscal year 2021-22, commencing on «StartDate» and ending on «EndDate». The contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by the employment contracts without additional compensation to Teacher.
2. Teacher's employment is conditioned upon the possession at all times of a valid Arizona teacher's certificate for the position being offered and upon the satisfactory completion of any and all background checks and fingerprint clearances that may be required. Teacher agrees to be appropriately certified in all assigned core academic subjects or as otherwise required by law and to hold all requisite endorsements by the commencement date of this contract. Teacher understands and agrees that Teacher is not entitled to compensation for any period during which such fingerprint clearance, certificate(s) and/or endorsement(s) and/or approved area(s) is/are not maintained and in effect; and in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Teacher for work performed during such period and District may deduct any of that paid to Teacher attributable to such period from any other monies owed to Teacher by District. In the sole discretion of the District, Teacher may be paid at a substitute teacher rate for the maximum number of days as permitted by law.
3. District agrees to pay Teacher a salary of \$«Rounded_total» for the 2021-2022 school year. In the event there is a difference between the salary amount stated here and the amount in the District salary schedule, the salary schedule shall govern. Teacher shall also receive performance pay if Teacher qualifies for such pay in accordance with the District's Performance Pay Plan, subject to any reduction in Classroom Site Funding as described in paragraph 4 below. The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's Performance Pay Plan. Teacher shall also receive such fringe benefits as the Governing Board approves for this fiscal year. If eligible, Teacher shall receive supplemental pay stipends or additional pay as expressly authorized by the Governing Board pursuant to Governing Board policy or specific Board action.
4. Pursuant to A.R.S. § 15-977 and provisions of the Classroom Site Fund, the District may or may not receive funds to support supplements to Teacher's Base Salary. Teacher expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and employee eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment.
5. Teacher acknowledges and agrees that at any time after execution of this contract, the Base Salary specified in paragraph 3 above may be reduced by an amount not to exceed ten percent (10%) of Teacher's salary if any of the following occurs: 1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; 2) the District fails to receive during the 2021-2022 fiscal year funds in the amount initially budgeted for such year; 3) the District does not receive funds (federal or otherwise) that the District anticipates receiving for use in the 2021-2022 fiscal year. Teacher shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph.
6. District reserves the right, as part of a salary reduction to decrease Teacher's salary by furloughing Teacher for up to thirteen (13) days. Teacher will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Teacher may not use paid sick leave or other paid leave time on such furlough days.
7. If additional revenues become available to the District through legislative appropriation, state sales tax revenues, payment of back revenue owed by the State, decrease in anticipated cuts or decrease in revenue drop, or other legal enactment and if those revenues are appropriated, authorized, and/or permitted to be used for salaries during the 2021-2022 school year, Teacher may be given a raise in salary, if so approved by the Governing Board in its sole discretion. Any such salary increase shall be apportioned to Teacher in a manner that will be determined by the Governing Board, unless the authorizing enactment specifies the method by which the increase is to be distributed. Teacher must be currently employed by the District to receive any increase.
8. If the District is the recipient of results based funding pursuant to A.R.S. § 15-249.08, the District may distribute additional pay to Teacher in compliance with that statute and as determined by the Governing Board, in its discretion.
9. If the District is the recipient of Invest in Education funding pursuant to A.R.S. § 15-1281, the District may distribute additional pay to Teacher in compliance with that statute and as determined by the Governing Board, in its discretion.
10. This contract is conditioned upon the school or other work location to which Teacher is assigned remaining open and in full operation for the entire term of the contract. In the event that, pursuant to court order, lack of appropriated or available funds or for any other reason beyond the control of the District, either the assigned school or other work location is not open in operation for the full contract term or school operations are suspended or reduced below the anticipated level, there may be a pro rata reduction of compensation under this contract corresponding to the portion of the contract term that suspended or reduced school district operations requiring suspension or reduction of the services of the Teacher.
11. Teacher warrants the truth of all representations and statements made by Teacher to District in connection with Teacher's employment. Any breach of this warranty may be grounds for termination of employment.

12. Pursuant to A.R.S. § 15-550, if Teacher is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1858.03(B), Teacher shall immediately report the arrest or charge to Teacher's supervisor. Failure to do so shall result in immediate dismissal.

13. Pursuant to A.R.S. § 15-538.02, the Governing Board may dismiss a Teacher who holds a teaching intern certificate, an emergency teaching certificate or another type of nonstandard certificate that is valid for one (1) year or less that without complying with the requirements of A.R.S. §§ 15-537, 15-538, or 15-541. Such dismissal shall be effective ten (10) working days after delivery of the notice of dismissal to the Teacher.

14. Teacher agrees to teach such grade(s), or subjects as the Teacher may be assigned to teach, and to perform such other duties as may be assigned. Teacher agrees to abide by and be subject to the District's policies, regulations and rules as are in effect or may be amended during the term of this contract.

15. Teacher shall be evaluated through the use of an evaluation system and instrument adopted and approved pursuant to A.R.S. § 15-537. The parties acknowledge and agree that the District's evaluation system may be amended from time to time during the term of this contract.

16. Pursuant to A.R.S. § 15-545, any Teacher resignation without prior Governing Board approval shall be deemed to be an unprofessional act. Teacher recognizes that the District will incur expenses of securing a replacement and possible costs for a substitute in the event that the Teacher does not fulfill his/her obligations under the contract. In the event that Teacher fails to report to his/her assignment or resigns from employment with the District, effective prior to the end of the term of this contract, Teacher agrees to pay the District the amount of \$250 if contract is broken between date of issuance and April 30; \$750 if contract is broken between May 1 and June 30; \$1,250 if contract is broken July 1 or after as liquidated damages, and not as a penalty. This payment may be waived if the Teacher's non-performance results from circumstances beyond his/her control or from an agreement for a resignation in lieu of dismissal. The District may withhold all or any part of these liquidated damages from any amount payable to the Teacher after receipt of the resignation or a failure to report for duty, and may take any action, including filing suit, to collect the liquidated damages. Teacher shall reimburse the District for any collection fees, attorney fees, court costs or other reasonable expenses incurred by the District to collect the amount owed as liquidated damages.

17. Should Teacher believe there is a mistake in Teacher's salary resulting in Teacher receiving less than what Teacher would be entitled under the salary schedule, the Teacher shall have thirty (30) working days from initiating performance of duties under the contract to notify District of mistake. If Teacher does not notify district within these thirty (30) days, Teacher waives right to additional amounts under current contract. If the Teacher has received more money than the Teacher is entitled for work performed, the Teacher shall, at the District's option (a) immediately repay any amount erroneously paid to the Teacher or (b) allow the District to reduce future payments to the Teacher to make up for any amount erroneously paid. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

18. To the extent appropriate for the occasion and as part of the compensation, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and staff development activities/trainings, in order to foster good working relations and encourage and reward staff participation.

19. This contract is subject to cancellation pursuant to A.R.S. § 38-511.

20. The entire agreement between the parties shall consist of this contract, District's salary schedule, the District's performance pay plan, approved supplemental pay and such fringe benefits as the Governing Board approves for this fiscal year. Any prior or contemporaneous agreements, whether written or oral, are superseded by the execution of this contract. Any subsequent amendment or addendum to this contract must be in writing and signed by both parties.

21. If Teacher has retired with the Arizona State Retirement System and returned to work, teacher's employment is not subject to annual renewal and other provisions of Title 15 as specified in A.R.S. § 38-766.01. Teacher shall not accrue credited service, retirement benefits or long term disability program benefits under either state law or by District policy.

22. This contract must be received by the District Office Human Resources Department within fifteen (15) business days from the date of Teacher's receipt of the written contract or the offer is revoked. Receipt will be deemed to have occurred when the written contract is personally delivered, placed in Teacher's school-provided mailbox, including electronic mail, or two (2) days after being placed in a United States Postal Service mailbox. If the contract is returned and includes terms in addition to the terms of contract offered by the board or is not returned within the fifteen (15) business days, under accordance with the provisions of A.R.S. §15-536 and/or A.R.S. §15-538.01, this contract shall be null and void.

23. Payroll Payment Election: Teachers who work less than twelve (12) months per year may be paid over twelve (12) months. This is called "annualized compensation." Annualized compensation gives Employee income during the summer months. Due to IRS regulations, Employee must make a written election to receive annualized compensation. Employee shall initial selection. ***If Teacher fails to return this election before Teacher begins work for the school year, the District will not annualize Teacher's compensation. Pay option may not be changed during the term of this contract.***

Failure to make this election before work begins for the school year, will result in payment election defaulting to Option B.

Please *initial* your election:

_____ **OPTION A: 1/26th of annual salary biweekly throughout the school year with balance paid in one lump sum at the end of the contract.**

_____ **OPTION B: 1/21st of annual salary biweekly throughout the school year for all contract days.**

By signing this contract, Teacher acknowledges reading this contract and specifically agrees to comply with all terms in the contract.

TEACHER'S SIGNATURE

DATE _____

GOVERNING BOARD SIGNATURES

DATE _____

_____ Board President

_____ Member

_____ Member

OSBORN SCHOOL DISTRICT NO. 8

February 4, 2021

Board Meeting

**Children want knowledge, challenge and recognition.
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Agenda Item Number – II-D

Agenda Item

Recommendation to Issue 2021-22 Other Professional (Therapists, Psychologists and Other Professionals) and Classified Exempt Contracts

For Board: Action Discussion Information

Background

Administration is recommending issuing Other Professional (Therapists, Psychologists and Other Professionals) contracts for current salary amounts and issuing amendment letters if increases are funded.

The Budget Committee will be meeting to discuss salary and expenditure recommendations for FY 22 while we await the final FY 22 funding levels from the State Legislature. Administration is seeking Board approval to proceed so that certified contracts can be issued early in order to increase retention and recruitment efforts.

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 issuing 2021-22 other professional (Therapists, Psychologists and Other Professionals) and Classified Exempt contracts based on current salary amounts to aid in retention efforts.

Moved _____ Seconded _____ P/F

DATE RETURNED TO D.O. /INITIALS

**OSBORN ELEMENTARY SCHOOL DISTRICT NO. 8
CONTRACT FOR OTHER PROFESSIONAL SERVICES**

1. This contract made and entered into as of its day of execution hereinafter set forth, between OSBORN ELEMENTARY SCHOOL DISTRICT #8 (Maricopa County, Arizona) acting through its Governing Board (hereinafter referred to as "District") and «Name Last First», hereinafter referred to as "Employee". The employee will devote their full-time attention to the duties of **to assigned position** and such other duties in the Osborn Elementary School District as the Governing Board or Superintendent of the School District may assign and in accordance with all of the policies, rules, regulations, and standards prescribed with the District, by the State Board of Education, or by law, throughout the term of this contract.

2. Employee understands and agrees that Employee is not entitled to compensation for any period during which such fingerprint clearance, certificate(s) and/or endorsement(s) and/or approved area(s) is/are not maintained and in effect as required; and in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Employee for work performed during such period and District may deduct any of that paid to Employee attributable to such period from any other monies owed to Employee by District.

3. The Employee agrees to perform such duties in the public elementary schools of OSBORN ELEMENTARY SCHOOL DISTRICT #8 as the Governing Board, Superintendent or Principal or School District may assign to said Employee and to abide by all State and Federal Laws, and all policies, rules, regulations and standards of the District and of the Arizona State Board of Education. In consideration of said services rendered, the District agrees to pay the employee _____ **for the 2021-22 school year.**

4. Employee shall receive benefits (such as but not limited to paid leave, vacation, legal holidays and other benefits) in accordance with his or her employment status (i.e. part time, retired, ten month, or twelve month, certificated or support staff) and pursuant to the applicable Governing Board Policies. If eligible, Employee shall receive supplemental pay stipends or additional pay as expressly authorized by the Governing Board pursuant to Governing Board policy or specific Board action.

5. The above salary is based on an estimate of available budget funds made prior to finalization of the District's budget for the coming year, under A.R.S. 15-901, et seq. The above salary is subject to the condition that funding to the School District, as provided in the Arizona Revised Statutes or otherwise, is not reduced. In the event that the estimate of funds proves to be too high or funding is reduced and/or not appropriated or available from the State, federal government, or any other source (including but not limited to grant funding), then the Governing Board may, in its discretion, reduce salaries or reduce the number of Employees. Employee's salary is contingent upon final approval of the 2021-2022 budget as required by Arizona Law (ARS 15-905).

6. Employee agrees that any time after the execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed ten percent (10%) if any of the following occurs: 1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; 2) the District fails to receive during the 2021-2022 fiscal year funds in the amount initially budgeted for such year; or 3) the District does not receive funds (federal or otherwise) the District anticipates receiving for use in the 2021-2022 fiscal year. Employee shall be given not fewer than ten (10) calendar days notice of any reduction in Base Salary that occurs as a result of this paragraph.

7. District reserves the right, as part of a salary reduction to decrease employee's salary by furloughing employee for up to thirteen (13) days. Employee will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Employee may not use paid sick leave or other paid leave time on such furlough days.

8. If the District is the recipient of results based funding pursuant to A.R.S. § 15-249.08 and Employee is eligible, the District may distribute additional pay to Employee in compliance with that statute and as determined by the Governing Board, in its discretion.

9. If the District is the recipient of Invest in Education funding pursuant to A.R.S. § 15-1281 and the Employee is eligible, the District may distribute additional pay to Employee in compliance with that statute and as determined by the Governing Board, in its discretion.

10. To the extent appropriate for the occasion and as part of the compensation, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and staff development activities/trainings, in order to foster good working relations and encourage and reward staff participation.

11. This contract is conditioned upon the school or other work location to which Professional is assigned remaining open and in full operation for the entire term of the contract. In the event that, pursuant to court order, lack of appropriated funds or for any other reason beyond the control of the District, either the assigned school or other work location is not open in operation for the full contract term or school operations are suspended or reduced below the anticipated level, there may be a pro rata reduction of compensation under this contract corresponding to the portion of the contract term that suspended or reduced school operations requiring suspension or reduction of the services of the Professional.

12. Pursuant to A.R.S. § 15-538.02, the Governing Board may dismiss an Employee who holds a teaching intern certificate, an emergency teaching certificate or another type of nonstandard certificate that is valid for one (1) year or less that without complying with the requirements of A.R.S. §§ 15-537, 15-538, or 15-541. Such dismissal shall be effective ten (10) working days after delivery of the notice of dismissal to the Employee.

13. If the Employee has retired with the Arizona State Retirement System, Employee acknowledges that the Employee shall not accrue credited service, retirement benefits or long-term disability program benefits pursuant to Article 2.1 of Title 38 for the period the Employee returns to work.

14. If additional revenues become available to the District through legislative appropriation, state sales tax revenues, payment of back revenue owed by the State, decrease in anticipated cuts or decrease in revenue drop, or other legal enactment and if those revenues are appropriated, authorized, and/or permitted to be used for salaries during the 2020-2021 school year, Employee may be given a raise in salary, if so approved by the Governing Board in its sole discretion. Any such salary increase shall be apportioned to Employee in a manner that will be determined by the Governing Board, unless the authorizing enactment specifies the method by which the increase is to be distributed. Employee must be currently employed by the District to receive any increase.

15. This contract is conditioned upon the school or other work location to which Employee is assigned remaining open and in full operation for the entire term of this contract. In the event that, pursuant to court order, lack of appropriated or available funds or for any other reason beyond the control of the District, either the assigned school or other work location is not open in operation for the full contract term or school operations are suspended or reduced below the anticipated level, there shall be a pro rata reduction of compensation under this contract corresponding to the portion of the contract term that suspended or reduced school District operations require suspension or reduction of the services of Employee.

16. Employee represents and warrants that he or she has not committed or been convicted of molestation of a child, sexual conduct with a minor, child abuse or any other dangerous crime against children as defined in A.R.S. § 13-604.01 or any offense described in A.R.S. § 15-534(B). This contract of employment shall immediately terminate and Employee shall be dismissed without any right to a hearing if Employee is arrested for or charged with a non-appealable offence listed in A.R.S. § 41-1758.03(B) and fails to immediately report the arrest or charge to the Employee's supervisor.

17. Pursuant to A.R.S. § 15-545, any Employee resignation without prior Governing Board approval shall be deemed to be an unprofessional act. Employee recognizes that the District will incur expenses of securing a replacement and possible costs for a substitute in the event that the teacher does not fulfill his/her obligations under the contract. In the event that the Employee fails to report to his/her assignment or resigns from employment with the District, effective prior to the end of the term of this contract, Employee agrees to pay the District the amount of \$250 if contract is broken between date of issuance and April 30; \$750 if contract is broken between May 1 and June 30; \$1,250 if contract is broken July 1 or after as liquidated damages, and not as a penalty. This payment may be waived if Employee's non-performance results from circumstances beyond his/her control or from an agreement for a resignation in lieu of dismissal. The District may withhold all or any part of these liquidated damages from any amount payable to the Employee after receipt of the resignation or a failure to report for duty, and may take any action, including filing suit, to collect the liquidated damages. Employee shall reimburse the District for any collection fees, attorney fees, court costs or other reasonable expenses incurred by the District to collect the amount owed as liquidated damages.

18. This contract must be received by the District Office Human Resources Department within fifteen (15) calendar days (thirty (30) days for psychologists) from the date of the employee's receipt of the written contract or the offer is revoked. Receipt will be deemed to have occurred when the written contract is personally delivered, placed in the employee's school provided mailbox, including electronic mail, or two days after being placed in a United States postal service mailbox. If the contract is returned and includes terms in addition to the terms of contract offered by the board or is not returned within the fifteen (15) calendar days (or thirty (30) for psychologists), this contract shall be null and void.

19. THE CONTRACT YEAR for said employee shall be in accordance with the official calendar adopted by the Governing Board except that if an emergency requires the closing of school, the period of this contract shall be extended to the number of days necessary to maintain the schools of the District for the number of days set forth in the said calendar, but in no event less than the minimum of days required by law.

20. Employees who work less than twelve (12) months per year may be paid over twelve (12) months. This is called "annualized compensation." Annualized compensation gives Employee income during the summer months. Due to IRS regulations, Employee must make a written election to receive annualized compensation. Employee shall initial selection. ***If Employee fails to return this election before Employee begins work for the school year, the District will not annualize Employee's compensation. Pay option may not be changed during the term of this contract.***

Failure to make this election before work begins for the school year, will result in payment election defaulting to Option B.

Please initial your election:

_____ **OPTION A: 1/26th of annual salary biweekly throughout the school year with balance paid in one lump sum at the end of the contract.**

_____ **OPTION B: 1/21st of annual salary biweekly throughout the school year for all contract days.**

Contract to become effective _____ and to expire with the end of business on _____.

Signature

Date

_____ Board President

Date

_____ Member

_____ Member

DATE RETURNED TO D.O. /INITIALS

**OSBORN ELEMENTARY SCHOOL DISTRICT NO. 8
CONTRACT FOR OTHER PROFESSIONAL SERVICES**

1. This contract made and entered into as of its day of execution hereinafter set forth, between OSBORN ELEMENTARY SCHOOL DISTRICT #8 (Maricopa County, Arizona) acting through its Governing Board (hereinafter referred to as "District") and «Name Last First», hereinafter referred to as "Employee". The employee will devote their full-time attention to the duties of **to assigned position** and such other duties in the Osborn Elementary School District as the Governing Board or Superintendent of the School District may assign and in accordance with all of the policies, rules, regulations, and standards prescribed with the District, by the State Board of Education, or by law, throughout the term of this contract.

2. Employee understands and agrees that Employee is not entitled to compensation for any period during which such fingerprint clearance, certificate(s) and/or endorsement(s) and/or approved area(s) is/are not maintained and in effect as required; and in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Employee for work performed during such period and District may deduct any of that paid to Employee attributable to such period from any other monies owed to Employee by District.

3. The Employee agrees to perform such duties in the public elementary schools of OSBORN ELEMENTARY SCHOOL DISTRICT #8 as the Governing Board, Superintendent or Principal or School District may assign to said Employee and to abide by all State and Federal Laws, and all policies, rules, regulations and standards of the District and of the Arizona State Board of Education. In consideration of said services rendered, the District agrees to pay the employee _____ **for the 2021-22 school year.**

4. Employee shall receive benefits (such as but not limited to paid leave, vacation, legal holidays and other benefits) in accordance with his or her employment status (i.e. part time, retired, ten month, or twelve month, certificated or support staff) and pursuant to the applicable Governing Board Policies. If eligible, Employee shall receive supplemental pay stipends or additional pay as expressly authorized by the Governing Board pursuant to Governing Board policy or specific Board action.

5. The above salary is based on an estimate of available budget funds made prior to finalization of the District's budget for the coming year, under A.R.S. 15-901, et seq. The above salary is subject to the condition that funding to the School District, as provided in the Arizona Revised Statutes or otherwise, is not reduced. In the event that the estimate of funds proves to be too high or funding is reduced and/or not appropriated or available from the State, federal government, or any other source (including but not limited to grant funding), then the Governing Board may, in its discretion, reduce salaries or reduce the number of Employees. Employee's salary is contingent upon final approval of the 2021-2022 budget as required by Arizona Law (ARS 15-905).

6. Employee agrees that any time after the execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed ten percent (10%) if any of the following occurs: 1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; 2) the District fails to receive during the 2021-2022 fiscal year funds in the amount initially budgeted for such year; or 3) the District does not receive funds (federal or otherwise) the District anticipates receiving for use in the 2021-2022 fiscal year. Employee shall be given not fewer than ten (10) calendar days notice of any reduction in Base Salary that occurs as a result of this paragraph.

7. District reserves the right, as part of a salary reduction to decrease employee's salary by furloughing employee for up to thirteen (13) days. Employee will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Employee may not use paid sick leave or other paid leave time on such furlough days.

8. If the District is the recipient of results based funding pursuant to A.R.S. § 15-249.08 and Employee is eligible, the District may distribute additional pay to Employee in compliance with that statute and as determined by the Governing Board, in its discretion.

9. If the District is the recipient of Invest in Education funding pursuant to A.R.S. § 15-1281 and the Employee is eligible, the District may distribute additional pay to Employee in compliance with that statute and as determined by the Governing Board, in its discretion.

10. To the extent appropriate for the occasion and as part of the compensation, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and staff development activities/trainings, in order to foster good working relations and encourage and reward staff participation.

11. This contract is conditioned upon the school or other work location to which Professional is assigned remaining open and in full operation for the entire term of the contract. In the event that, pursuant to court order, lack of appropriated funds or for any other reason beyond the control of the District, either the assigned school or other work location is not open in operation for the full contract term or school operations are suspended or reduced below the anticipated level, there may be a pro rata reduction of compensation under this contract corresponding to the portion of the contract term that suspended or reduced school operations requiring suspension or reduction of the services of the Professional.

12. Pursuant to A.R.S. § 15-538.02, the Governing Board may dismiss an Employee who holds a teaching intern certificate, an emergency teaching certificate or another type of nonstandard certificate that is valid for one (1) year or less that without complying with the requirements of A.R.S. §§ 15-537, 15-538, or 15-541. Such dismissal shall be effective ten (10) working days after delivery of the notice of dismissal to the Employee.

13. If the Employee has retired with the Arizona State Retirement System, Employee acknowledges that the Employee shall not accrue credited service, retirement benefits or long-term disability program benefits pursuant to Article 2.1 of Title 38 for the period the Employee returns to work.

14. If additional revenues become available to the District through legislative appropriation, state sales tax revenues, payment of back revenue owed by the State, decrease in anticipated cuts or decrease in revenue drop, or other legal enactment and if those revenues are appropriated, authorized, and/or permitted to be used for salaries during the 2020-2021 school year, Employee may be given a raise in salary, if so approved by the Governing Board in its sole discretion. Any such salary increase shall be apportioned to Employee in a manner that will be determined by the Governing Board, unless the authorizing enactment specifies the method by which the increase is to be distributed. Employee must be currently employed by the District to receive any increase.

15. This contract is conditioned upon the school or other work location to which Employee is assigned remaining open and in full operation for the entire term of this contract. In the event that, pursuant to court order, lack of appropriated or available funds or for any other reason beyond the control of the District, either the assigned school or other work location is not open in operation for the full contract term or school operations are suspended or reduced below the anticipated level, there shall be a pro rata reduction of compensation under this contract corresponding to the portion of the contract term that suspended or reduced school District operations require suspension or reduction of the services of Employee.

16. Employee represents and warrants that he or she has not committed or been convicted of molestation of a child, sexual conduct with a minor, child abuse or any other dangerous crime against children as defined in A.R.S. § 13-604.01 or any offense described in A.R.S. § 15-534(B). This contract of employment shall immediately terminate and Employee shall be dismissed without any right to a hearing if Employee is arrested for or charged with a non-appealable offence listed in A.R.S. § 41-1758.03(B) and fails to immediately report the arrest or charge to the Employee's supervisor.

17. Pursuant to A.R.S. § 15-545, any Employee resignation without prior Governing Board approval shall be deemed to be an unprofessional act. Employee recognizes that the District will incur expenses of securing a replacement and possible costs for a substitute in the event that the teacher does not fulfill his/her obligations under the contract. In the event that the Employee fails to report to his/her assignment or resigns from employment with the District, effective prior to the end of the term of this contract, Employee agrees to pay the District the amount of \$250 if contract is broken between date of issuance and April 30; \$750 if contract is broken between May 1 and June 30; \$1,250 if contract is broken July 1 or after as liquidated damages, and not as a penalty. This payment may be waived if Employee's non-performance results from circumstances beyond his/her control or from an agreement for a resignation in lieu of dismissal. The District may withhold all or any part of these liquidated damages from any amount payable to the Employee after receipt of the resignation or a failure to report for duty, and may take any action, including filing suit, to collect the liquidated damages. Employee shall reimburse the District for any collection fees, attorney fees, court costs or other reasonable expenses incurred by the District to collect the amount owed as liquidated damages.

18. This contract must be received by the District Office Human Resources Department within fifteen (15) calendar days (thirty (30) days for psychologists) from the date of the employee's receipt of the written contract or the offer is revoked. Receipt will be deemed to have occurred when the written contract is personally delivered, placed in the employee's school provided mailbox, including electronic mail, or two days after being placed in a United States postal service mailbox. If the contract is returned and includes terms in addition to the terms of contract offered by the board or is not returned within the fifteen (15) calendar days (or thirty (30) for psychologists), this contract shall be null and void.

19. THE CONTRACT YEAR for said employee shall be in accordance with the official calendar adopted by the Governing Board except that if an emergency requires the closing of school, the period of this contract shall be extended to the number of days necessary to maintain the schools of the District for the number of days set forth in the said calendar, but in no event less than the minimum of days required by law.

20. Employees who work less than twelve (12) months per year may be paid over twelve (12) months. This is called "annualized compensation." Annualized compensation gives Employee income during the summer months. Due to IRS regulations, Employee must make a written election to receive annualized compensation. Employee shall initial selection. ***If Employee fails to return this election before Employee begins work for the school year, the District will not annualize Employee's compensation. Pay option may not be changed during the term of this contract.***

Failure to make this election before work begins for the school year, will result in payment election defaulting to Option B.

Please initial your election:

_____ **OPTION A: 1/26th of annual salary biweekly throughout the school year with balance paid in one lump sum at the end of the contract.**

_____ **OPTION B: 1/21st of annual salary biweekly throughout the school year for all contract days.**

Contract to become effective _____ and to expire with the end of business on _____.

Signature

Date

_____ Board President

Date

_____ Member

_____ Member

DATE ISSUED: March 5, 2021

NAME: «Last_First_Name»
LOCATION: «Pay_Location» FTE: «FTE»
PLACEMENT/LEVEL: «Initial_Placement»/«Level»
Longevity: «Longevity»
JOB TITLE: «Primary_Job_Title»
TOTAL CONTRACT: \$«Total_20/21»

DATE RETURNED TO D.O. /INITIALS

OSBORN ELEMENTARY SCHOOL DISTRICT NO. 8
1226 WEST OSBORN ROAD
PHOENIX, AZ 85013

CLASSIFIED EXEMPT CONTRACT

This CONTRACT for 2021/22 is made and entered into, between OSBORN ELEMENTARY SCHOOL DISTRICT NO. 8 of MARICOPA COUNTY, ARIZONA, acting by and through its Governing Board hereinafter referred to as "School District" and «Last_First_Name» hereinafter referred to as "Employee".

1. The Employee being duly qualified, hereby agrees for a period of one year commencing July 1, 2021 through June 30, 2022, to devote Employee's full-time attention to duties as assigned and such other duties in the Osborn Elementary School District as the Governing Board or Superintendent of the School District may assign and in accordance with all of the policies, rules, regulations, and standards prescribed with Osborn Elementary School District, by the State Board of Education, or by law, throughout the term of this contract.

2. Employee understands and agrees that Employee is not entitled to compensation for any period during which such fingerprint clearance, certificate(s) and/or endorsement(s) and/or approved area(s) is/are not maintained and in effect as required; and in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Employee for work performed during such period and District may deduct any of that paid to Employee attributable to such period from any other monies owed to Employee by District.

3. In consideration of said services rendered, it is agreed that the salary for the **2021/2022** fiscal contract year shall be \$«Total_21/22», in addition to any fringe benefits provided by District policy and supplemental pay stipends or additional pay as expressly authorized by the Governing Board pursuant to Governing Board policy or specific Board action. The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other members of the professional staff.

4. Employee shall receive benefits (such as but not limited to paid leave, vacation, legal holidays and other benefits) in accordance with his or her employment status (i.e. part time, retired, ten month, or twelve month, certificated or support staff) and pursuant to the applicable Governing Board Policies. If eligible, Employee shall receive supplemental pay stipends or additional pay as expressly authorized by the Governing Board pursuant to Governing Board policy or specific Board action.

5. The above salary is based on an estimate of available budget funds made prior to finalization of the District's budget for the coming year, under A.R.S. 15-901, et seq. The above salary is subject to the condition that funding to the School District, as provided in the Arizona Revised Statutes or otherwise, is not reduced. In the event that the estimate of funds proves to be too high or funding is reduced and/or not appropriated or available from the State, federal government, or any other source (including but not limited to grant funding), then the Governing Board may, in its discretion, reduce salaries or reduce the number of Employees. Employee's salary is contingent upon final approval of the 2021-2022 budget as required by Arizona Law (ARS 15-905).

6. Employee agrees that any time after the execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed ten percent (10%) if any of the following occurs: 1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; 2) the District fails to receive during the 2021-2022 fiscal year funds in the amount initially budgeted for such year; or 3) the District does not receive funds (federal or otherwise) that, as of May 30, 2021, the District anticipates receiving for use in the 2021-2022 fiscal year. Employee shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph.

7. District reserves the right, as part of a salary reduction to decrease employee's salary by furloughing Employee for up to thirteen (13) days. Employee will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Employee may not use paid sick leave or other paid leave time on such furlough days.

8. To the extent appropriate for the occasion and as part of the compensation, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and staff development activities/trainings, in order to foster good working relations and encourage and reward staff participation.

9. Any employee resignation without prior Governing Board approval shall be deemed to be an unprofessional act. Employee recognizes that the District will incur expenses securing a replacement and possible costs for a substitute in the event that the Employee does not fulfill his/her obligations under the contract. In the event that the Employee fails to report to his/her assignment or resigns from employment with the District, effective prior to the end of the term of this contract, Employee agrees to pay the District the amount of \$250 if contract is broken between date of issuance and April 30; \$750 if contract is broken between May 1 and June 30; \$1,250 if contract is broken July 1 or after as liquidated damages, and not as a penalty. This payment may be waived if the Employee's non-performance results from circumstances beyond his/her control or from an agreement for a resignation in lieu of dismissal. The District may withhold all or any part of these liquidated damages from any amount payable to the Employee after receipt of the resignation or failure to report for duty, and may take action, including filing suit, to collect the liquidated damages. Employee shall reimburse the District for any collection fees, attorney fees, court costs or other reasonable expenses incurred by the District to collect the amount owed as liquidated damages.

10. If the Employee has retired with the Arizona State Retirement System, Employee acknowledges that the Employee shall not accrue credited service, retirement benefits or long-term disability program benefits pursuant to Article 2.1 of Title 38 for the period the Employee returns to work.

11. If additional revenues become available to the District through legislative appropriation, state sales tax revenues, payment of back revenue owed by the State, decrease in anticipated cuts or decrease in revenue drop, or other legal enactment and if those revenues are appropriated, authorized, and/or permitted to be used for salaries during the 2021-2022 school year, Employee may be given a raise in salary, if so approved by the Governing Board in its sole discretion. Any such salary increase shall be apportioned to Employee in a manner that will be determined by the Governing Board, unless the authorizing enactment specifies the method by which the increase is to be distributed. Employee must be currently employed by the District to receive any increase.

12. This contract is conditioned upon the school or other work location to which Employee is assigned remaining open and in full operation for the entire term of this contract. In the event that, pursuant to court order, lack of appropriated or available funds or for any other reason beyond the control of the District, either the assigned school or other work location is not open in operation for the full contract term or school operations are suspended or reduced below the anticipated level, there shall be a pro rata reduction of compensation under this contract corresponding to the portion of the contract term that suspended or reduced school District operations require suspension or reduction of the services of Employee.

13. Employee represents and warrants that he or she has not committed or been convicted of molestation of a child, sexual conduct with a minor, child abuse or any other dangerous crime against children as defined in A.R.S. § 13-604.01 or any offense described in A.R.S. § 15-534(B). This contract of employment shall immediately terminate and Employee shall be dismissed without any right to a hearing if Employee is arrested for or charged with a non-appealable offence listed in A.R.S. § 41-1758.03(B) and fails to immediately report the arrest or charge to the Employee's supervisor.

14. This contract is subject to cancellation pursuant to A.R.S. § 38-511.

15. The entire agreement between the parties shall consist of this contract, District's salary schedule, the District's performance pay plan, approved supplemental pay and such fringe benefits as the Governing Board approves for this fiscal year. Any prior or contemporaneous agreements, whether written or oral, are superseded by the execution of this contract. Any subsequent amendment or addendum to this contract must be in writing and signed by both parties.

16. This contract must be received by the District Office Human Resources Department within fifteen (15) calendar days from the date of the employee's receipt of the written contract or the offer is revoked. Receipt will be deemed to have occurred when the written contract is personally delivered, placed in the employee's school provided mailbox, including electronic mail, or two days after being placed in a United States postal service mailbox. If the contract is returned and includes terms in addition to the terms of contract offered by the board or is not returned within fifteen (15) calendar days, this Contract shall be null and void.

Contract to become effective **July 1, 2021** and expires with the end of business on **June 30, 2022**.

Signature

Date

GOVERNING BOARD SIGNATURES

_____ Board President

_____ Date

_____ Member

_____ Member

OSBORN SCHOOL DISTRICT NO. 8

February 4, 2021

Board Meeting

**Children want knowledge, challenge and recognition.
Parents want independent, passionate learners in a safe environment.
This is our mission.**

Agenda Item Number – II-E

Agenda Item

Recommendation to Grant Two Annual Leave Days for Early Contract Return

For Board: Action Discussion Information

Background

Administration is recommending the Governing Board grant two (2) annual leave days for early contract return. Teachers, other professionals and classified exempt staff who return their signed contract within two business days of issuance would be granted two additional annual leave days upon their return for the FY 22 school year.

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 granting two annual leave days for early contract return.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

February 4, 2021

Board Meeting

**Children want knowledge, challenge and recognition.
Parents want independent, passionate learners in a safe environment.
This is our mission.**

Agenda Item Number – II-F

Agenda Item

Approval of a \$1000 Retention Stipend for All Staff for the 21/22sy

For Board: Action Discussion Information

Background

Administration is recommending the Governing Board approve a \$1000 retention incentive for all staff. Returning teachers, other professionals, classified and administrative staff would receive a \$1000 payment upon their return to work for the 21-22 school year, based on their contracted / scheduled FTE.

Employees contracted / scheduled to work less than 35 hrs per week, payment would be prorated based on their contracted / scheduled FTEs.

Approval of the stipend will aid in staff retention, longevity, and support the continuity of district programs and initiatives.

Financial

\$550,000 – Federal ESSER, COVID relief funds

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 a \$1000 retention stipend for all Staff for the 21/22 school year.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

February 4, 2021

Board Meeting

**Children want knowledge, challenge and recognition.
Parents want independent, passionate learners in a safe environment.
This is our mission.**

Agenda Item Number – III-A

Agenda Item
School Reopening

For Board: Action Discussion Information

Background –

As the final convening of the Governing Board before staff return to work on March 15, Dr. Robert will use this opportunity to share any updates on the district remediation plan, vaccination efforts, and community metrics, as well as respond to any questions regarding staff or student return to in-person learning.

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