

OSBORN SCHOOL DISTRICT NO. 8
GOVERNING BOARD MEETING
August 20, 2024

Regular Meeting – 5:30 PM

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 and via Youtube Livestream. Access to the livestream is found [here](#)

The public will be able to listen to the meeting live through livestream. An Osborn employee will read the Call to the Public comments 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 20, 2024.

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

I. Call to Order

II. Pledge of Allegiance/School Presentation/Land Acknowledgement

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!

IV. Consent Agenda

- A. Ratification of Accounts Payable Vouchers
- B. Ratification of Payroll Vouchers
- C. Board Minutes
 1. Time Models Public Hearing July 9, 2024
 2. Public Hearing July 9, 2024 Budget and Approval to Spend Insurance Proceeds
 3. Regular Meeting of July 9, 2024
- D. Approval of Personnel Items
 1. New Employees

2. Employment Changes/Additions
3. Resignations
4. Terminations
5. Retirements
6. Leaves of Absence
7. Extra Duty Contracts
- E. Donations
- F. Expenditure and Revenue Reports
- G. Student Activities Statement of Revenue and Expenditures
- H. Disposal
- I. Approval of 2024/25 Student Activity Events
- J. MOU's / Agreements with Partner Organizations
 1. Approval of the continuation of the Food Program Permanent Service Agreement (FPPSA)
 2. Approval of the Memorandum of Understanding between Assistance League of Arizona and the Osborn School District for the 2024- 2025 SY
 3. Approval of renewal of Affiliation Agreement with ASU School of Social Work for 2024-2025
 4. Approval of Renewal of the MOA with Southwest Human Development for Early Head Start/Head Start 2024-2025
 5. Approval of Renewal of the MOU with Southwest Human Development for SPED Preschool Services 2024-2025
 6. Approval of Space Agreement with Southwest Human Development Head Start / Early Head Start
 7. Renewal of Agreement with Rooted Sol for the 2024/2025 school year.
 8. Renewal of MOU with Phoenix Indian Center for the 2024/2025 school year.
 9. Approval of the Memorandum of Understanding and lease agreement between Lutheran Social Services of the Southwest and the Osborn School District for the 2024-25 SY
 10. Approval of Renewal of Agreement with Arizona Dept. of Homeland Security, Cyber Readiness Program
 11. Approval of MOU with Teach for America IGNITE Program
 12. City Year Agreement FY 25-FY26
- K. Approval of 2024/25 Student Fees
- L. Extracurricular Fee/Tax Credit Resolution
- M. Revised Sole Source Listing FY25
- N. Recommendation to Award RFP 2024.04 Teacher Sub Services
- O. Approval of the Prop 301 Performance Based Compensation Plan for 2024/25

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

Meet and Confer Policy

VII. Administrative Reports

- A. Administrative Reports—During summer months, principals and directors submit reports on work completed in their school/department if needed. Board members may comment

VIII. Action Items

Action/Approval

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

- B. Approval of Arizona School Boards Association's (ASBA) [proposed 2025 Political Agenda](#), and, Direct the District's Delegate to the ASBA Delegate Assembly to Represent the Board's Determined Position.
- C. Approval of first reading of ASBA Policy Revisions to the following policies:
 - ACA-Sexual Harassment
 - ACAA-Title IX Sex Discrimination
 - ACAA-R Title IX Sex Discrimination
 - BBBA-Board member Qualifications
 - GBK – Staff Grievances
 - GCF – Professional Staff Hiring
 - GDF- Support Staff Hiring
 - IHA- Basic Instructional Program
 - IKF- Graduation Requirements
 - JFABC- Admission of Transfer Students
 - JFB-Open Enrollment
 - JFB-R- Open Enrollment
 - JHD- Exclusions and Exemptions from School Attendance
 - JHD-R-Exclusions and Exemptions from School Attendance
 - JHD-EA-Exclusions and Exemptions from School Attendance
 - JHD-EB- Exclusions and Exemptions from School Attendance
 - JII- Student concerns, Complaints and Grievances
 - JLCD-R Medicines/Administering Medicines to Students
- D. Approval of the English Language Development Teacher job description.

Information/Discussion Items

- E. Bond Update

IX. Board Development

- A. ASBA Maricopa County Meeting at Glendale ESD September 23, 2024
- B. [ASBA Law Conference](#) September 4-6, 2024
- C. [ASBA Delegate Assembly](#) September 7, 2024
- D. Strategic Planning for School Leaders (book study put on hold temporarily while we review the current Strategic Plan and account for 24-25 school year needs assessment collection of data)
 - a. Review of Mission, Vision, and Core Values (and how we utilized those today)
 - b. Recommendation of alignment of Board Pages to Strategic Plan
 - c. First steps for 24-25 school year based on Chapters 1 and 2 reading

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 20, 2024

Board Meeting

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

Agenda Item Number – I/II

Agenda Item

Call to Order Pledge of Allegiance Land Acknowledgement

For Board: Action Discussion Information

Osborn School District Land Acknowledgement

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

[Osborn Land Acknowledgement Video](#)

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 20, 2024

Board Meeting

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

Agenda Item Number – III

Agenda Item

District Celebrations and Announcements

For Board: Action Discussion Information

Background –

- New teachers and student teachers in Osborn
- Kayce Kahl as Arizona Teacher of the Year Semifinalist
- New school logos

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 20, 2024

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 FY25 Accounts Payable Vouchers from July 1 through July 31, 2024.

Moved _____ Seconded _____ P/F

Osborn School District No. 8
Summary of FY24 Accounts Payable Vouchers Processed
7/1/24 through 7/31/24

Fund Title	Fund #	Total
M & O	1	196,723.67
P301 Base Pay	11	0.00
P301 Performance Payout	12	0.00
Instructional Improvement f	20	0.00
Title I	100	153.51
Title I	101	0.00
Title I Targeted Support & Im	115	0.00
Title I Targeted Support & Im	116	0.00
Title IIA - Improving Teacher	140	18,710.16
Title IIA - Improving Teacher	141	0.00
TITLE IV-SAFE & DRUG FREE I	160	2,201.98
Title IV- Safe & Drug free bas	161	0.00
21st Century (Enc, Sol)	162	5,050.00
21st Century (CL, LV, OMS)	163	0.00
Title III	190	0.00
Title III	191	180.00
Emergency Immigrant Fundii	196	0.00
Title VII - Indian Ed	200	0.00
Idea - Basic	220	320.00
ARRA - IDEA BASIC	221	0.00
Idea - Preschool Grant	222	0.00
Idea Edisa	223	0.00
Idea Edisa-1 Implementation	224	0.00
ARP-Idea Preschool	227	0.00
ARP- IDEA BASIC	228	0.00
JOHNSON-O'MALLEY	230	0.00
JOHNSON-O'MALLEY	231	0.00
Education for Homeless Chil	280	0.00
Education for Homeless Chil	281	0.00
ARRA-ED For Homeless	283	0.00
ARP-Homeless I	284	0.00
Medicaid Reimb	290	3,057.19
AZ NURSES WORKFORCE GR/	310	0.00
PRE School Dev GRANT	320	0.00
AZ PRIME GRANT	321	11,630.39
Pre School Dev - Start - Up	322	0.00
ESSER CARES	326	0.00
Acceleration Academy Grant	327	0.00
ENROLLMENT STABILIZATION	328	0.00
HQEL	333	73,920.15
ESSER/CARES ROUND II	336	0.00
ACCELERATION ACADEMIES	337	0.00

ESSER ROUND III	346	0.00
TIF GRANT - ASU	352	0.00
FED ED INNOVATION RESEAF	364	0.00
Scoppes - Counseling Grant	376	0.00
Arts in Education	377	0.00
ARP - HOMELESS II ENTITLEM	383	0.00
ARP - Homeless I Grant	384	0.00
Race To The Top	396	0.00
GIFTED	450	0.00
RESULT BASED FUNDING	457	0.00
AZ Transportation Moderniz	465	417,836.07
EARLY LITERACY GRANT	472	0.00
OIE RISE GRANT	475	0.00
VW BUS SETTLEMENT	476	0.00
FEMININE HYGIENE	478	0.00
Safe Schools	480	0.00
School Emergency Readiness	485	0.00
Arts ED GRANT	492	0.00
TREES FOR SCHOOL GRANT	494	0.00
Sch PI-Sales/Leas Over 1 YR	500	0.00
School Plant Sales	502	0.00
School Plant 1 Year/Less	505	0.00
Food Service	510	35,355.41
Civic Center	515	0.00
Community School	520	0.00
Community School Montessc	521	0.00
Auxiliary Operations	525	0.00
Extra Curr Tax Fees CR	526	0.00
Gift and Donations	530	4,474.43
Fingerprint	540	60.00
Insurance Proceeds	550	0.00
Textbooks	555	0.00
LITIGATION RECOVERY	565	0.00
Indirect Costs	570	5,211.69
Unemployment Insurance	575	0.00
Insurance Refund	585	0.00
Unrestrict Capital Outlay	610	443,582.56
Bond Building funds	630	930.00
Energy & Water Savings	665	0.00
SFB BUILDING RENEWAL	691	0.00
Student Activities	850	0.00
Employee Insurance Fund	855	43,326.46
		<u>1,262,723.67</u>

OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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

Agenda Item Number – IV-B

Agenda Item

Ratification of Payroll Vouchers

For Board: 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 FY25 Payroll Vouchers processed from July 1 through July 31, 2024.

Moved _____ Seconded _____ P/F

Osborn School District No. 8

Summary of Payroll Vouchers 7/1/24 thru 7/31/24

Voucher number		
Fund Title	Fund	Total
Maintenance & Operation	001	669,731.00
Proposition 301	011	0.00
Proposition 301	012	0.00
Instructional Improvement Fund	020	0.00
TITTLE I	100	9,091.01
Title I Disadvantaged Grant	101	30,232.29
na	101	0.00
na	115	0.00
na	116	0.00
Title I Focus School	117	0.00
Title IIA	140	155.50
na	141	29,171.55
Title IV	160	1,937.01
na	161	2,577.01
21st CCLC Grant	162	24,237.63
21st CCLC Grant	163	43,509.70
Title III	191	4,631.62
Title III	190	2,011.07
Title VII-Indian Ed	200	0.00
IDEA - General Entitlement Grant	220	0.00
na	221	0.00
IDEA-Preschol Grant	222	0.00
na	223	0.00
ARP- IDEA PRESCHOOL	227	0.00
ARP- IDEA BASIC	228	0.00
Johnson O'Malley	230	0.00
na	231	0.00
McKinney Vento	280	0.00
na	281	0.00
na	283	0.00
Medicaid Reimbursement Fund	290	3,782.01
Preschool Developmental Year 1	320	0.00
AZ Prime Grant	321	7,917.45
HQEL Grant	333	1,571.31
na	336	0.00
na	335	0.00
na	337	0.00
	336	889.84
ESSER ROUND III	346	105,393.77
na	352	0.00
na	364	0.00
na	376	0.00
na	377	0.00
na	387	0.00
RESULTS BASED FUNDING	457	3,616.50
na	472	0.00
OIE RISE GRANT	475	6,377.22
na	478	0.00
SCHOOL SAFETY GRANT	480	0.00
na	482	0.00
STATE TUTORING	483	0.00
na	505	0.00
Food Service Fund	510	48,925.44
Civic Center	515	406.82
Community Schools	520	3,332.87
Community Schools-Montessori	521	909.95
Auxiliary Operations	525	0.00
Extra Curr Tax Fees	526	676.07
Gifts & Donations	530	968.57
Indirect Costs Fund	570	126,897.21
Intergovernmental Agreement	955	0.00
BOND FUNDS	630	0.00
		<u>\$ 1,128,950.42</u>

OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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

Agenda Item Number – IV-C-1-3

Agenda Item

Approval of Governing Board Minutes

For Board: Action Discussion Information

Background –

Approval is requested for the minutes of the following meetings:

1. Time Models Public Hearing July 9, 2024
2. Public Hearing July 9, 2024 Budget and Approval to Spend Insurance Proceeds
3. Regular Meeting of July 9, 2024

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 Osborn School District's Instructional Time Models Public Hearing began at 5:36 p.m.

All members of the Governing Board were present.

Present:

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

Public Hearing Instructional Time Models

Mrs. Potter-Davis stated that this was the second public hearing as required by HB 2862 and provides another opportunity for questions.

There were no public comments.

The Hearing concluded at 5:38 pm.

Minutes submitted by:

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

Luis Peralta, Board Clerk

OSBORN SCHOOL DISTRICT NO. 8
Governing Board Public Hearing
July 9, 2024

The Osborn School District's Budget Public Hearing began at 5:33 p.m.

Four members of the Governing Board were present.

Present:

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

Public Hearing Budget

Mrs. Toscano clarified that the hearing is to discuss the 2024-2025 budget and spending insurance proceeds. She said that no changes were made to the budget discussed in June. When compared to the proposed budget discussed in May the only changes were additions for anticipated growth.

There were no public comments.

The Hearing concluded at 5:35 pm.

Minutes submitted by:

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

Luis Peralta, Board Clerk

OSBORN SCHOOL DISTRICT NO. 8
Governing Board Regular Meeting
July 9, 2024

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

Edward Hermes, Board President
Luis Peralta, Board Clerk -absent
Violeta Ramos, Board Member
Leanne Greenberg, Board Member
Rhiannon Ford, Board Member -arrived late
Dr. Michael Robert, Superintendent

Public Hearings took place and the Regular Meeting resumed at 5:39 PM

Pledge of Allegiance/ Land Acknowledgement

President Hermes led the pledge and read the land acknowledgement.

District Celebrations and Announcements

None.

Consent Agenda

- A. Ratification of Accounts Payable Vouchers
- B. Ratification of Payroll Vouchers
- C. Board Minutes
 - 1. Regular meeting of June 11, 2024
 - 2. Special Meeting of June 26, 2024
- D. Approval of Personnel Items
 - 1. New Employees
 - 2. Extra Duty Contracts
 - 3. Employment Changes/Additions
 - 4. Resignations
 - 5. Terminations
 - 6. Retirements
 - 7. Leaves of Absence
- E. Donations
- F. Expenditure and Revenue Report
- G. Student Activities Statement of Revenue and Expenditures
- H. Disposal of Equipment
- I. MOUs/Agreements with Partner Organizations:
 - 1. Approval to renew agreement with ASBA policy services for the 2024-2025 school year
 - 2. Approval of Renewal of MOU with Community Family Services for the 2024-2025 school year.
 - 3. Approval of Master Service Agreement and Addendum with EDBLOX, INC., d/b/a Elevate K-12 ("COMPANY")
 - 4. Approval of the Memorandum of Understanding between Excel Soccer Academy and the Osborn School District for the 2024- 2025 SY
 - 5. Renewal of MOU with Hands on Greater Phoenix 2024-2025
- J. Sole Source Listing FY25

Mrs. Ford motioned for approval. Mrs. Ramos seconded. Motion carried 3-0.

Mrs. Ramos aye

Mr. Hermes aye
Mrs. Ford aye

Call to the Public

None.

Admin Reports

No comments.

Action Items

Adoption of the 2024/25 Expenditure Budget and Approval to Spend Insurance Proceeds

Mrs. Toscano had nothing further to add.

Mrs. Ramos motioned to approve. Mrs. Ford seconded. Motion carried 3-0.

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

Approval of Succeed ABA Therapy Agreement for the 2024-2025 School Year

Dr. Robert explained at the request of parents of a district student the agreement allows the student to continue to receive services from the same company. The company will provide 20 hours of services at no cost to the district.

Mrs. Ford motioned to approve. Mrs. Ramos seconded. Motion passed 3-0.

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

Dr. Robert said that due to the Executive Session he denied an AI request join the meeting.

Mrs. Greenberg joined the meeting at 5:43 PM.

Approval of FastBridge Early Reading Assessment as the Kindergarten Entry Evaluation Assessment

Mrs. Potter-Davis explained that she is excited to use the early reading assessment to meet the requirement. She said the district has used FastBridge to monitor progress and has been a good monitoring tool. Mrs. Ford agreed requesting exploring ways to better educate parents on how to use the information to better support students at home.

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

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

Approval and second review of ASBA Policies:

GCC	Professional/ Support Staff Leaves and Absences
GCL	Professional Staff schedules and Calendars
GCQC-E	Resignation of Professional Staff Members
GCCA	Professional/Support Staff Sick Leave

Dr. Robert said that the policies included in the packet include minor changes made by the district's attorney.

Mrs. Greenberg proposed amending policy GCL that currently requires teachers to stay 2.5 hours on early release days for professional learning to 2 hours. She said that the additional 30 minutes changes the work week from 40 to 40.5 hours. Discussion continued around the district's practice of maximizing the time for professional learning on early release days and moved to time for lunch being included in the 40.5 hours. When time for a duty-free lunch is not added in to working hours it changes to a 37.5-hour work week. Discussion continued around whether lunch should be considered as hours worked when not all staff are able to step away. Agreement was reached to re-visit the subject of duty-free breaks at a later date.

Mrs. Ford requested confirmation of who was on the policy committee and said that although she has similar thoughts on the subject, she respects the work of the committee and will support their decision. Mr. Hermes expressed agreement with previous comments adding that he will support the work of the committee.

Mrs. Greenberg motioned to amend policy GCL to reflect 2 hours of prof development in the workday. President Hermes called for a second and did not receive one. Motion does not pass.

Mrs. Ramos also stated that she will support the work of the committee supported and is confident that they can strategically find a solution that will support a 40-hour work week and lunches.

Dr. Robert said that before further discussing lunch being paid or unpaid discussion with Mrs. Toscano, Dr. Woodland and counsel should take place.

It was agreed to vote on each policy revision separately.

Dr. Robert offered the reminder that Mrs. Toscano will need time to review the financial piece of the policy the Board will only be approving the first half of policy GCCA- prof support sick leave. The changes to payout for leave will be brought back once Mrs. Toscano has had an opportunity complete the review. Payment for unused Annual Leave will remain the same until that time.

Policy GCC

President Hermes moved to approve policy GCC. Mrs. Ford. Seconded. Motion carried 4-0.

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

GCCA

President Hermes motioned to approve revisions to GCCA as indicated on page 155 of the packet only that do not affect payout of Annual Leave. Mrs. Ramos seconded.

Mrs. Greenberg requested clarification of circumstances that may require staff to be out more than 4 consecutive days and a short discussion followed with Dr. Robert stating that clarification can be added to the FMLA policy when that is discussed at a later time.

Motion carried 4-0.

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

GCL

President Hermes moved to approve. Mrs. Ford seconded. Motion passes 3-1.

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

GCQC-E

President Hermes moved to approve. Mrs. Ford seconded. Motion carried 4-0.

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

Approval of the proposed Instruction Time Model for Clarendon, Encanto, OMS, Longview and Solano Schools for the 2024-25 school year.

Mrs. Potter -Davis noted that the recommendation will include Montecito.

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

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

Recommendation of RFQ 2024.03 Architectural Services- Bond Package #1

Mrs. Toscano said there were two responses to the district issued solicitation. SPS+ is the firm recommended for award. Reviewing the components considered by the committee she said SPS+ scored high with all of the evaluators.

Discussion took place about priorities and the importance of community involvement in the upcoming projects.

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

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

Board Development

ASBA Law Conference September 4-6, 2024

NSBA CUBE Annual Conference October 28-30, 2024 (early bird rates thru July 19)

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

Strategic Planning for School Leaders chapters 1-5

Members and Dr. Robert discussed the process the district followed to create the current strategic plan noting that the last part of the process took place during the COVID pandemic. Noting that none of the current members were on the Board at that time in addition to the changes since the onset of the pandemic, there was agreement that this will be a good time to delve into the work. Dr. Robert suggested going through the book slowly as the work will require time.

Agreement was also reached about the importance of community/stakeholder involvement as well as having a student voice.

Members will read chapters 3-4 for discussion at the next meeting.

Reflections

Mrs. Ford extended her thanks to the work done by both the policy and budget committee and thanked Mrs. Toscano for her work and the community taxpayers that passed the bond making the district's spaces even better.

Mrs. Greenberg expressed her excitement to see the upcoming projects.

Mrs. Ramos was also excited about future projects as well as the opportunity to work with the community and stakeholders on the strategic plan.

President Hermes thanked Dr. Robert and the policy committee for their work. He is also excited about future work with the architects and strategic plan that will bring newness to the district.

Dr. Robert thanked SPS+ representatives Paul Hartley and Elizabeth Thielen for attending the meeting and he looks forward to their leading the district through the process.

Future

Mrs. Ford

- Requested that district events be listed in the Board Reports providing another way for members to stay informed

Mrs. Ramos

- Data that measures progress of students who attended ELEVATE classes

Motion made by President Hermes at 7:13 PM to move into Executive Session for the purpose of Superintendent Evaluation. Mrs. Ramos seconded. Motion carried 4-0.

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

Members reconvened into Regular Session at 7:52 PM

Adjournment

President Hermes declared the meeting adjourned at 7:53 PM.

Minutes submitted by:

Lisa Nye, Executive Assistant
to the Superintendent and Governing Board

Luis Peralta, Board Clerk

OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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

Agenda Item Number – IV-D-1-7

Agenda Item

Approval of Personnel Items

For Board: Action Discussion Information

Background –

Per attached list.

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

Legal

Financial

Governing Board Goals

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

Recommendation

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

Moved _____ Seconded _____ P/F

NEW EMPLOYEES: CERTIFIED

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE HIRED</u>	<u>RATE OF PAY</u>
Caraballo, Neudysmar	Kinder Dual Language Teacher	ENC	<u>7/23/2024</u>	<u>\$50,000.00</u>
Carranza, Felipe	Director	DO	<u>7/1/2024</u>	<u>\$111,592.00</u>
Quezada, Paula	7th Grade Language Arts	OMS	<u>7/23/2024</u>	<u>\$50,000.00</u>
Sapiro, Denise	Teacher	SOL	<u>7/23/2024</u>	<u>\$57,000.00</u>
Sarmiento, Erika	3rd Grade Teacher	LNV	<u>7/23/2024</u>	<u>\$55,000.00</u>
Thompson, Penelope	.5 Resource Teacher	LNV	<u>7/23/2024</u>	<u>\$29,000.00</u>

NEW EMPLOYEES: CLASSIFIED

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE HIRED</u>	<u>RATE OF PAY</u>
Armas Medina, Maria	Baker/Cook	CN	8/1/2024	\$20.76
Blanco, Madai	Educational Asst- Montessori	MCS	8/12/2024	\$17.33
Carrillo, Sandra	Educational Asst SC	CLA	8/2/2024	\$21.86
Dayan, Giselle	Preschool Teacher	SOL	7/30/2024	\$24.59
Flores, Rebeca	Food II	CN	8/5/2024	\$15.58
Garcia, Alysha	Food II	CN	8/5/2024	\$18.76
Granado Ramirez, Vanessa	Educational Asst SC	SOL	8/2/2024	\$20.84
Jordan Yassan, Maria Isabel	Educational Asst SC	ENC	8/5/2024	\$22.90
Mena, Delfina	Educational Asst SC	SOL	8/12/2024	\$19.35
Meza, Breanna	Educational Asst (Part Time)	SOL	8/12/2024	\$16.32
Sanchez, Celma	Community Preschool Instructor	ENC	7/30/2024	\$25.96

RATIFY ADDENDUM TO CONTRACT

NAME

PROGRAM

AMOUNT

PRE-APPROVAL ADDENDUM TO CONTRACT

NAME

PROGRAM

AMOUNT

ADDITIONAL ASSIGNMENTS					
<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE</u>	<u>RATE OF PAY</u>	
Aban Salgado, Ivonne	XD- Food II	CN	8/1/2024	\$19.87	
Borghaus, Sara	XD- Educational Asst	CLA	7/30/2024	\$20.81	
Brown, Fatima	XD- District Maintenance	MT	7/19/2024	\$34.62	
Carranza, Maria	XD- Preschool Teacher	Encanto	7/22/2024	\$22.40	
Castro, Maria	XD- Food II	CN	8/1/2024	\$19.14	
Collins, Kurt	XD- District Maintenance	MT	7/19/2024	\$38.94	
Dayan, Giselle	XD- Community Preschool Instructor	Solano	7/23/2024	\$24.59	
Dayan, Giselle	XD- Community Preschool Instructor	Solano	7/26/2024	\$24.59	
De Jesus Sanchez Vivas, Mari	XD- Food II	CN	8/1/2024	\$20.34	
Escobedo, Maria	XD- Food II	CN	8/1/2024	\$19.08	
Jackson, Mark	XD- Bus Attendant Breaks/Summer	MT	7/19/2024	\$18.79	
Jensen, Zachary	XD- District Maintenance	MT	7/19/2024	\$41.99	
Ledezma, Luis	XD- District Maintenance	MT	7/19/2024	\$46.34	
Martinez, Annette	XD- Bus Driver Trainer	MT	7/29/2024	\$26.16	
Munera Palacio, Julian	XD- Baker/Cook	CN	7/29/2024	\$19.17	
Perez, Martha	XD- Crossing Guard	MT	8/7/2024	\$18.97	
Poisot, Alexia	XD- Montessori Educational Assistant	MCS	8/2/2024	\$17.33	
Rael, Josque	XD- District Maintenance	MT	7/19/2024	\$32.27	
Rios, Rosa	XD- Food II	CN	8/1/2024	\$20.49	
Rodriguez, Luis	XD- Rentals	MT	7/12/2024	\$16.41	
Romero, Nellie	XD- District Maintenance	Mt	7/19/2024	\$32.27	
Sanchez, Celma	XD- Community Preschool Instructor	Encanto	7/23/2024	\$25.96	
Tuttle, Maurice	XD- Irrigation	MT	7/1/2024	\$19.93	

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>	
Michelle Beltran	Educational Asst SC/CC	Resource Teacher	CLA	7/23/2024	\$55,500.00	
Buckley, George	Crossing Guard	Crossing Guard	MT	8/1/2024	\$15.26	
Dine, Yasmine	Educational Asst SC/CC	Educational Asst Gen Ed	SOL	8/5/2024	\$16.16	
Gamboia, Pablo	Crossing Guard	Crossing Guard	MT	8/1/2024	\$18.90	
Gonzalez Hernandez, Lida	Baker/Cook	Bus Attendant	MT	7/31/2024	\$18.01	
Gonzalez Tena, Stephanie	Teacher	Teacher	CLA	7/23/2024	\$150/day	
Herrera Silva, Luis	6th grade teacher	6th grade teacher	LNV	7/23/2024	\$150/day	
Herrera Silva, Luis	6th Grade Teacher	6th grade teacher	LNV	8/5/2024	\$47,524.00	
Reddick, Annmarie	Teacher SC/CC	Teacher SC/CC	SOL	7/23/2024	\$150/day	
Rojas, Elvia	Bus Attendant	Bus Attendant	MT	7/31/2024	\$17.96	
Roldan, Alejandro	Food II	Cashier	CN	8/1/2024	\$17.33	
Sabbath, Carrlee	Teacher- Self Contained	Teacher Self Contained	ENC	7/30/2024	\$62,794.00	
Smith, Dashimnique	7th Grade Math Teacher	7th Grade Math Teacher	OMS	7/23/2024	\$150/day	
Smith, Dashimnique	7th Grade Math Teacher	7th Grade Math Teacher	OMS	8/5/2024	\$47,773.00	
Williams, James	Behavior Technician	PBIS Assistant	ENC	7/31/2024	\$18.76	

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>
Agundez, Jesusa	Educational Asst SC/CC	SOL	5/24/2024
Chavez, Marisela	Food II	CN	5/23/2024
Sanchez, Celma	Community Preschool Instructor	ENC	8/1/2024
Davis, Anjelyna	Educational Asst Resource	CLA	5/23/2024
Phillips, Kianna	Educational Asst SC/CC	OMS	5/23/2024

TERMINATIONS

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE</u>
Eccleston, Lavan	PE Teacher	SOL	8/2/2024

RETIREMENTS

<u>NAME</u>	<u>REASON</u>	<u>LOCATION</u>	<u>DATE</u>
Pacheco, Edna	Kinder Dual Language	SOL	5/24/2024

LEAVE OF ABSENCES:

<u>NAME</u>	<u>REASON</u>	<u>LOCATION</u>	<u>DATE</u>
Campos, Sabrina	Intermittent FMLA	DO	5/30/2024
Campos, Sabrina	Intermittent FMLA	DO	7/1/2024
Holden, Elisya	FMLA Return	ENC	7/30/2024
Pacheco, Maria	FMLA Return	MT	7/15/2024
Vargas, Diana	FMLA	DO	5/28/2024
Vargas, Diana	Intermittent FMLA	DO	7/11/2024
Schuler, Ashley	Intermittent FMLA	LNV	8/5/2024
Schuler, Ashley	Continuous FMLA	LNV	10/1/2024

MILITARY LEAVE:

<u>NAME</u>	<u>REASON</u>	<u>LOCATION</u>	<u>DATE</u>
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PRE-APPROVAL ADDENDUM TO CONTRACT		
<u>NAME</u>	<u>PROGRAM</u>	<u>AMOUNT</u>
Aken, Ann	Advisory for Dual Language 7/12/24-7/31/24	\$250.00
Aken, Ann	Tap Advisor 7/30/24-5/30/25	\$1,500.00
Aken, Ann	Dual Language Spanish Teacher 8/5/24-5/22/25	\$2,500.00
Anderson, Beth	Planning, Part. & Leading TAP and other meetings 8/5/24-5/22/2	\$3,000.00
Banchs, Denise	Summer Medicaid Coordinator 7/1-7/26/24	\$706.19
Barnett, Linda	Initial ILT meeting 7/12-7/15/24	\$480.00
Barnett, Linda	Mentor Teacher 7/30/24-5/22/25	\$3,000.00
Bejarano, Vanesssa	Dual Language Spanish Teacher 8/5/24-5/22/25	\$2,500.00
Blanek, Brian	PD Leading/Planning, Modeiling/coplannning 8/5/24-5/22/25	\$5,000.00
Borghaus, Sara	School Social Media Manager 8/5/24-5/23/25	\$1,500.00
Bucklew, Joan	PD Leading/Planning, Modeiling/coplannning 8/5/24-5/22/25	\$5,000.00
Bucklew, Joan	Summer Master Teacher Planning 7/1-7/31/24	\$1,600.00
Callisen, Kirsten	Dual Language English Teacher 8/5/24-5/22/25	\$1,500.00
Caraballo, Neudysmar	Dual Language Spanish Teacher 8/5/24-5/22/25	\$2,500.00
Cecena, Araceli	Master Teacher 8/5/24-5/22/25	\$5,000.00
Cecena, Araceli	Summer Master Teacher Planning 7/1-7/31/24	\$1,600.00
Centeno-Trujillo, Miguel	Dual Language Spanish Teacher 8/5/24-5/22/25	\$2,500.00
Chavez, Cristina	Initial TLT meetng 7/15/24	\$240.00
Chavez, Cristina	Planning, Part. & Leading TAP and other meetings 8/5/24-5/22/2	\$3,000.00
Chavez, Cristina	Early Kinder Testing/Jumpstart 7/22/24-7/24/24	\$500.00
Chavez, Cristina	Dual Language Spanish Teacher 8/5/24-5/22/25	\$2,500.00
Chevalier, Cecilia	21st Century Site Coordinator 8/5/24-5/23/25	\$6,000.00
Colledge, Abbey	Dual Language English Teacher 8/5/24-5/22/25	\$1,500.00
Cooper, Cody	Mentor Teacher 8/5/24-5/22/25	\$3,000.00
Corrales, Lorenna	Dual Language Spanish Teacher 8/5/24-5/22/25	\$2,500.00
Cubillo, Maria	Dual Language English & Spanish Teacher 8/5/24-5/22/25	\$2,500.00
Davey, Jenny	Early Kinder Testing/Jumpstart 7/22/24-7/25/24	\$500.00
Davey, Jenny	Dual Language English Teacher 8/5/24-5/22/25	\$1,500.00
Delgado, Cristina	School Social Media Manager 8/5/24-5/23/25	\$1,500.00
Deyette, Mark	PE Special Area Lead 8/5/24-5/22/25	\$500.00

Elias Ulloa, Rosaisela	Dual Language English & spanish Teacher 8/5/24-5/22/25	\$2,500.00
Ellison, Brianne	Summer Planning 7/30-5/2/24	\$320.00
Feria, Anna	21st Century Site Coord 7/30/24-5/23/25	\$8,000.00
Feria, Anna	Tap Advisor 7/30/24-5/30/25	\$1,500.00
Fuentes, Mildred	Mentor Teacher 7/30/24-5/23/25	\$3,000.00
Garcia, Itzel	Montessori Curr Planning/Support 7/3-7/26/24	\$500.00
Garcia, Itzel	Dual Language English & Spanish Teacher 8/5/24-5/22/25	\$2,500.00
Garcia, Maria	Initial TLT meeting 7/15/24	\$240.00
Garcia, Maria	PD Leading/Planning, Modeling/co-plannning 8/5/24-5/22/25	\$5,000.00
Garcia, Maria	Summer Master Teacher Planning 7/1-7/31/24	\$1,600.00
Georges, Julia	Music Special Area Lead 8/5/24-5/22/25	\$500.00
Gerrard, Desiree	Data Analysis 6/17-7/18/24	\$360.00
Gerrard, Desiree	Support to grade level colleagues 8/5/24-5/22/25	\$7,500.00
Gerrard, Desiree	Planning, Part. & Leading TAP and other meetings 8/5/24-5/22/2	\$3,000.00
Goetter, Ashley	Initial TLT meetng 7/15/24	\$240.00
Goetter, Ashley	Mentor Teacher 7/30/24-5/22/25	\$3,000.00
Goetter, Ashley	Dual Language English Teacher 8/5/24-5/22/25	\$1,500.00
Green, Maria	Dual Language-English & Spanish Teacher 8/5/24-5/22/25	\$2,500.00
Guillen, Adrianna	Dual Language Spanish Teacher 8/5/24-5/22/25	\$2,500.00
Gully, Emma	Dual Language English Teacher 8/5/24-5/22/25	\$1,500.00
Heath, Elizabeth	Planning, Part. & Leading TAP and other meetings 8/5/24-5/22/2	\$3,000.00
Hernandez, Matthew	21st Century Site Coordinator 7/30/24-5/22/25	\$12,000.00
Hernandez, Mayra	Dual Language Spanish Teacher 8/5/24-5/22/25	\$2,500.00
Hunt, Lisa	PD Leading/Planning, Modeiling/coplannning 8/5/24-5/22/25	\$5,000.00
Hunt, Lisa	Summer Master Teacher Planning 7/1-7/31/24	\$1,600.00
Hurtado Diaz, Nidia	Dual Language English & spanish Teacher 8/5/24-5/22/25	\$2,500.00
Kahl, Kayce	TAP Advisor 7/30/24-5/30/25	\$1,500.00
Kahl, Kayce	Dual Language English Teacher 8/5/24-5/22/25	\$1,500.00
Linn, Jennifer	PD Leading/Planning, Modeling/co-plannning 8/5/24-5/22/25	\$5,000.00
Linn, Jennifer	School Social Media Manager 8/5/24-5/23/25	\$1,500.00
Linn, Jennifer	Summer Master Teacher Planning 7/1-7/31/24	\$1,600.00

Linton, Teola	Mentor Teacher 7/30/24-5/23/25	\$3,000.00
Lizarraga, Mackenzie	Early Kinder Testing/Jumpstart 7/22/24-7/25/24	\$500.00
Lizarraga, Mackenzie	Dual Language English Teacher 8/5/24-5/22/25	\$1,500.00
Lopez-Moreno, cindy	Dual Language Spanish Teacher 8/5/24-5/22/25	\$2,500.00
Maynard, Clare	PD Leading/Planning, Modeiling/coplannning 8/5/24-5/22/25	\$5,000.00
Maynard, Clare	Summer Master Teacher Planning 7/1-7/31/24	\$1,600.00
Merrill, Amanda	Initial ILT meeting 7/12-7/15/24	\$480.00
Merrill, Amanda	PD Leading/Planning, Modeiling/coplannning 8/5/24-5/22/25	\$5,000.00
Merrill, Amanda	Summer Master Teacher Planning 7/1-7/31/24	\$1,600.00
Meza, Jorge	Mentor Teacher 8/5/24-5/22/25	\$3,000.00
Morales Ruan, Jess	Dual Language English & Spanish Teacher 8/5/24-5/22/25	\$2,500.00
Moreno, Alexa	Soccer Coach (boys) 8/12-11/8/24	\$1,000.00
Moreno, Alexa	Soccer Coach (girls) 8/12-11/8/24	\$1,000.00
Obrochta, Tere	Montessori Curr Planning/Support 7/3-7/26/24	\$500.00
Palache-Leon, Hilda	Math Curriculum Work 7/1-7/26/24	\$500.00
Palache-Leon, Hilda	Summer Master Teacher Planning 7/1-7/31/24	\$1,600.00
Palache-Leon, Hilda	PD Leading/Planning, Modeiling/coplannning 8/5/24-5/22/25	\$5,000.00
Parker, Naomi Alex	Dual Language English Teacher 8/5/24-5/22/25	\$1,500.00
Pavlisick, Kimberly	Initial TLT meetng 7/15/24	\$240.00
Pavlisick, Kimberly	ELA Summer Planning 7/1/24-7/26/24	\$500.00
Pavlisick, Kimberly	Mentor Teacher 7/30/24-5/22/25	\$3,000.00
Pavlisick, Kimberly	Dual Language English Teacher 8/5/24-5/22/25	\$1,500.00
Perez, Katarina	Mentor Teacher 8/5/24-5/22/25	\$3,000.00
Perez, Katarina	21st Century Site Coordinator 8/25/24-5/23/25	\$6,000.00
Quiroz Tovar, Nallely	School Social Media Manager 8/5/24-5/23/25	\$1,500.00
Roberts, Katrina	Montessori Curr Planning/Support 7/3-7/26/24	\$500.00
Sabbath, Carrlee	Extended Curric. Planning 7/22/24	\$200.00
Sanchez Nayley	Advisory for dual language 7/12/24-7/31/24	\$250.00
Sanchez-Hernandez, Neyely	Dual Language Spanish Teacher 8/5/24-5/22/25	\$2,500.00
Sarmiento, Erika	Dual Language English & Spanish Teacher 8/5/24-5/22/25	\$2,500.00
Sawyer, Brianna	Mentor Teacher 8/5/24-5/22/25	\$3,000.00

Schrey, Kaitlyn	Mentor Teacher 7/30/24-5/23/25	\$3,000.00
Singh, Jill	Summer Planning 7/3-7/26/24	\$1,250.00
Smith Dashminique	Volleyball Coach 8/12/24-11/8/24	\$1,000.00
Smith, Alexis	NCSP School Psychologist 7/25/24-5/30/25	\$2,500.00
Snachez, Alexys	Dual Language English & Spanish Teacher 8/5/24-5/22/25	\$2,500.00
Stubbs, Juanita	Dual Language Spanish Teacher 8/5/24-5/22/25	\$2,500.00
Terriciano, Molly	21st Cent Site Coord	\$4,000.00
Terriciano, Molly	Dual Language English Teacher 8/5/24-5/22/25	\$1,500.00
Tikovitsch, Erin	PD Leading/Planning, Modeiling/coplanning 8/5/24-5/22/25	\$5,000.00
Tikovitsch, Erin	21st Century Site Coordinator 8/5/24-5/23/25	\$3,600.00
Tikovitsch, Erin	Summer Master Teacher Planning 7/1-7/31/24	\$1,600.00
Torres, Tatiana	21st Century Site Coordinator 8/5*24-5/23/25	\$8,400.00
Ulloa, Rosaisela Elias	School Social Media Manager 8/5/24-5/23/25	\$1,500.00
Valencia, Luis	Initial TLT meeting 7/15/24	\$240.00
Valencia, Luis	TAP Advisor 7/30/24-5/30/25	\$1,500.00
Wharton, Patricia	Volleyball Coach (girls) 8/12/24-11/8/24	\$1,000.00
Wharton, Patricia	Volleyball Coach (boys) 8/12-11/8/24	\$1,000.00
Wilhelmey, Danielle	Initial ILT meeting 7/15/24	\$240.00
Wilhelmy, Danielle	Planning, Part. & Leading TAP and other meetings 8/5/24-5/22/2	\$3,000.00
Wilhelmy, Danielle	Dual Language English Teacher 8/5/24-5/22/25	\$1,500.00
Wright, Rosa Wright	Dual Language English & Spanish Teacher 8/5/24-5/22/25	\$2,500.00
Wright, Samantha	Mentor Teacher 8/5/24-5/22/25	\$3,000.00
Xitlaic Hernandez, Daniela	Dual Language English & Spanish Teacher 8/5/24-5/22/24	\$2,500.00

OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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

Agenda Item Number – IV-E

Agenda Item
Donations –

For Board: Action Discussion Information

Background –

Donor	Donation	Location	Estimated Value
Kyle Wingo	Lures, swimbaits, rubber baits	LV	\$350.00

Legal

Financial

Governing Board Goals

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

Recommendation

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

Moved _____ Seconded _____ P/F

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

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

Agenda Item Number – IV-F

Agenda Item
Expenditure and Revenue Report

For Board: Action Discussion Information

Background –

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

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

Legal

A.R.S. 15-905

Financial

Governing Board Goals

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

Recommendation

For information only

Moved _____ Seconded _____ P/F

Osborn School District

Board Exp & Revenue Report

From Date: 7/1/2024

To Date: 7/31/2024

Fiscal Year: 2024-2025

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

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	(\$87,416.87)	(\$87,416.87)	\$87,416.87	\$0.00	\$87,416.87	0.00%
001.000.0000.2000.000.000.0000	Undesignated	\$0.00	\$54.44	\$54.44	(\$54.44)	\$0.00	(\$54.44)	0.00%
001.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	(\$679,119.70)	(\$679,119.70)	\$679,119.70	\$0.00	\$679,119.70	0.00%
001.000.0000.6000.000.000.0000	EXPENDITURES	\$22,667,985.48	\$356,166.41	\$356,166.41	\$22,311,819.07	\$13,200,085.01	\$9,111,734.06	40.20%
	FUND: MAINTENANCE AND OPERATION - 001	\$22,667,985.48	(\$410,315.72)	(\$410,315.72)	\$23,078,301.20	\$13,200,085.01	\$9,878,216.19	43.58%
010.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	(\$166,482.84)	(\$166,482.84)	\$166,482.84	\$0.00	\$166,482.84	0.00%
	FUND: CLASSROOM SITE FUND - 010	\$0.00	(\$166,482.84)	(\$166,482.84)	\$166,482.84	\$0.00	\$166,482.84	0.00%
011.000.0000.6000.000.000.0000	EXPENDITURES	\$2,408,799.00	\$0.00	\$0.00	\$2,408,799.00	\$1,370,975.40	\$1,037,823.60	43.08%
	FUND: P301 BASE PAY - 011	\$2,408,799.00	\$0.00	\$0.00	\$2,408,799.00	\$1,370,975.40	\$1,037,823.60	43.08%
012.000.0000.6000.000.000.0000	EXPENDITURES	\$2,263,684.00	\$0.00	\$0.00	\$2,263,684.00	\$2,014.85	\$2,261,669.15	99.91%
	FUND: P301 PERFORMANCE PAY - 012	\$2,263,684.00	\$0.00	\$0.00	\$2,263,684.00	\$2,014.85	\$2,261,669.15	99.91%
020.000.0000.6000.000.000.0000	EXPENDITURES	\$130,000.00	\$0.00	\$0.00	\$130,000.00	\$52,657.63	\$77,342.37	59.49%
	FUND: INSTRUCTIONAL IMPROVEMENT FUND - 020	\$130,000.00	\$0.00	\$0.00	\$130,000.00	\$52,657.63	\$77,342.37	59.49%
100.000.0000.6000.000.000.0000	EXPENDITURES	\$1,153,863.70	\$0.00	\$0.00	\$1,153,863.70	\$0.00	\$1,153,863.70	100.00%
	FUND: TITLE I - 100	\$1,153,863.70	\$0.00	\$0.00	\$1,153,863.70	\$0.00	\$1,153,863.70	100.00%
101.000.0000.6000.000.000.0000	EXPENDITURES	\$1,454,410.95	\$1,995.44	\$1,995.44	\$1,452,415.51	\$713,704.58	\$738,710.93	50.79%
	FUND: TITLE I - 101	\$1,454,410.95	\$1,995.44	\$1,995.44	\$1,452,415.51	\$713,704.58	\$738,710.93	50.79%
110.000.0000.6000.000.000.0000	EXPENDITURES	\$1,707.92	\$0.00	\$0.00	\$1,707.92	\$0.00	\$1,707.92	100.00%
	FUND: TITLE ID - NEGLECTED OR DELINQUENT - 110	\$1,707.92	\$0.00	\$0.00	\$1,707.92	\$0.00	\$1,707.92	100.00%
115.000.0000.6000.000.000.0000	EXPENDITURES	\$50,106.66	\$0.00	\$0.00	\$50,106.66	\$0.00	\$50,106.66	100.00%
	FUND: TITLE I TARGETED SUPPORT & IMPROVEMENT - 115	\$50,106.66	\$0.00	\$0.00	\$50,106.66	\$0.00	\$50,106.66	100.00%
116.000.0000.6000.000.000.0000	EXPENDITURES	\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00	100.00%
	FUND: TITLE I TARGETED SUPPORT & IMPROVEMENT - 116	\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00	100.00%
140.000.0000.6000.000.000.0000	EXPENDITURES	\$143,776.29	\$5,000.00	\$5,000.00	\$138,776.29	\$12,865.00	\$125,911.29	87.57%
	FUND: TITLE IIA - IMPROVING TEACHER QUALITY - 140	\$143,776.29	\$5,000.00	\$5,000.00	\$138,776.29	\$12,865.00	\$125,911.29	87.57%
141.000.0000.6000.000.000.0000	EXPENDITURES	\$346,486.37	\$52.68	\$52.68	\$346,433.69	\$38.29	\$346,395.40	99.97%
	FUND: TITLE IIA - IMPROVING TEACHER QUALITY - 141	\$346,486.37	\$52.68	\$52.68	\$346,433.69	\$38.29	\$346,395.40	99.97%
160.000.0000.6000.000.000.0000	EXPENDITURES	\$95,886.60	\$0.00	\$0.00	\$95,886.60	\$0.00	\$95,886.60	100.00%
	FUND: TITLE IV - SAFE & DRUG FREE BASIC - 160	\$95,886.60	\$0.00	\$0.00	\$95,886.60	\$0.00	\$95,886.60	100.00%
161.000.0000.6000.000.000.0000	EXPENDITURES	\$184,629.38	\$35.04	\$35.04	\$184,594.34	\$17,129.44	\$167,464.90	90.70%
	FUND: TITLE IV - SAFE & DRUG FREE BASIC - 161	\$184,629.38	\$35.04	\$35.04	\$184,594.34	\$17,129.44	\$167,464.90	90.70%
162.000.0000.6000.000.000.0000	EXPENDITURES	\$300,000.00	\$1,798.60	\$1,798.60	\$298,201.40	\$18,980.85	\$279,220.55	93.07%
	FUND: 21ST CENTURY (ENC, SOL) - 162	\$300,000.00	\$1,798.60	\$1,798.60	\$298,201.40	\$18,980.85	\$279,220.55	93.07%
163.000.0000.6000.000.000.0000	EXPENDITURES	\$420,000.00	\$2,697.90	\$2,697.90	\$417,302.10	\$28,470.90	\$388,831.20	92.58%
	FUND: 21ST CENTURY (CL, LV, OMS) - 163	\$420,000.00	\$2,697.90	\$2,697.90	\$417,302.10	\$28,470.90	\$388,831.20	92.58%
190.000.0000.6000.000.000.0000	EXPENDITURES	\$70,747.77	\$0.00	\$0.00	\$70,747.77	\$0.00	\$70,747.77	100.00%

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	FUND: TITLE III - 190	\$70,747.77	\$0.00	\$0.00	\$70,747.77	\$0.00	\$70,747.77	100.00%
191.000.0000.6000.000.000.0000	EXPENDITURES	\$111,426.45	\$756.31	\$756.31	\$110,670.14	\$426.87	\$110,243.27	98.94%
	FUND: TITLE III - 191	\$111,426.45	\$756.31	\$756.31	\$110,670.14	\$426.87	\$110,243.27	98.94%
200.000.0000.6000.000.000.0000	EXPENDITURES	\$35,595.00	\$0.00	\$0.00	\$35,595.00	\$37,179.65	(\$1,584.65)	-4.45%
	FUND: TITLE VII - INDIAN ED - 200	\$35,595.00	\$0.00	\$0.00	\$35,595.00	\$37,179.65	(\$1,584.65)	-4.45%
220.000.0000.6000.000.000.0000	EXPENDITURES	\$1,130,009.75	\$0.00	\$0.00	\$1,130,009.75	\$588.05	\$1,129,421.70	99.95%
	FUND: IDEA - BASIC - 220	\$1,130,009.75	\$0.00	\$0.00	\$1,130,009.75	\$588.05	\$1,129,421.70	99.95%
221.000.0000.6000.000.000.0000	EXPENDITURES	\$1,075,132.01	\$0.00	\$0.00	\$1,075,132.01	\$309,898.51	\$765,233.50	71.18%
	FUND: IDEA BASIC - 221	\$1,075,132.01	\$0.00	\$0.00	\$1,075,132.01	\$309,898.51	\$765,233.50	71.18%
222.000.0000.6000.000.000.0000	EXPENDITURES	\$29,517.50	\$0.00	\$0.00	\$29,517.50	\$0.00	\$29,517.50	100.00%
	FUND: IDEA - PRESCHOOL GRANT - 222	\$29,517.50	\$0.00	\$0.00	\$29,517.50	\$0.00	\$29,517.50	100.00%
223.000.0000.6000.000.000.0000	EXPENDITURES	\$29,886.42	\$0.00	\$0.00	\$29,886.42	\$0.00	\$29,886.42	100.00%
	FUND: IDEA EDISA - 2 Training - 223	\$29,886.42	\$0.00	\$0.00	\$29,886.42	\$0.00	\$29,886.42	100.00%
227.000.0000.6000.000.000.0000	EXPENDITURES	\$11,872.68	\$0.00	\$0.00	\$11,872.68	\$0.00	\$11,872.68	100.00%
	FUND: ARP- IDEA PRESCHOOL - 227	\$11,872.68	\$0.00	\$0.00	\$11,872.68	\$0.00	\$11,872.68	100.00%
228.000.0000.6000.000.000.0000	EXPENDITURES	\$110,067.72	\$0.00	\$0.00	\$110,067.72	\$0.00	\$110,067.72	100.00%
	FUND: ARP- IDEA BASIC - 228	\$110,067.72	\$0.00	\$0.00	\$110,067.72	\$0.00	\$110,067.72	100.00%
230.000.0000.6000.000.000.0000	EXPENDITURES	\$30,469.26	\$0.00	\$0.00	\$30,469.26	\$0.00	\$30,469.26	100.00%
	FUND: JOHNSON-O'MALLEY - 230	\$30,469.26	\$0.00	\$0.00	\$30,469.26	\$0.00	\$30,469.26	100.00%
231.000.0000.6000.000.000.0000	EXPENDITURES	\$28,238.78	\$0.00	\$0.00	\$28,238.78	\$37,179.68	(\$8,940.90)	-31.66%
	FUND: JOHNSON-O'MALLEY - 231	\$28,238.78	\$0.00	\$0.00	\$28,238.78	\$37,179.68	(\$8,940.90)	-31.66%
280.000.0000.6000.000.000.0000	EXPENDITURES	\$29,828.93	\$0.00	\$0.00	\$29,828.93	\$0.00	\$29,828.93	100.00%
	FUND: EDUCATION FOR HOMELESS CHILDREN - 280	\$29,828.93	\$0.00	\$0.00	\$29,828.93	\$0.00	\$29,828.93	100.00%
281.000.0000.6000.000.000.0000	EXPENDITURES	\$31,676.78	\$0.00	\$0.00	\$31,676.78	\$0.00	\$31,676.78	100.00%
	FUND: EDUCATION FOR HOMELESS CHILDREN - 281	\$31,676.78	\$0.00	\$0.00	\$31,676.78	\$0.00	\$31,676.78	100.00%
283.000.0000.6000.000.000.0000	EXPENDITURES	\$60,261.77	\$0.00	\$0.00	\$60,261.77	\$0.00	\$60,261.77	100.00%
	FUND: ARRA - EDUCATION FOR HOMELESS CHILDREN - 283	\$60,261.77	\$0.00	\$0.00	\$60,261.77	\$0.00	\$60,261.77	100.00%
284.000.0000.6000.000.000.0000	EXPENDITURES	\$41,072.80	\$0.00	\$0.00	\$41,072.80	\$0.00	\$41,072.80	100.00%
	FUND: ARP - HOMELESS I - 284	\$41,072.80	\$0.00	\$0.00	\$41,072.80	\$0.00	\$41,072.80	100.00%
290.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	(\$14,367.75)	(\$14,367.75)	\$14,367.75	\$0.00	\$14,367.75	0.00%
290.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$317.65	\$317.65	(\$317.65)	\$174,644.82	(\$174,962.47)	0.00%
	FUND: MEDICAID REIMB - 290	\$0.00	(\$14,050.10)	(\$14,050.10)	\$14,050.10	\$174,644.82	(\$160,594.72)	0.00%
308.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$0.00	\$0.00	\$0.00	\$2,984,233.56	(\$2,984,233.56)	0.00%
	FUND: EPA CLEAN BUSES GRANT - 308	\$0.00	\$0.00	\$0.00	\$0.00	\$2,984,233.56	(\$2,984,233.56)	0.00%
321.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	(\$168,741.84)	(\$168,741.84)	\$168,741.84	\$0.00	\$168,741.84	0.00%

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321.000.0000.6000.000.000.0000	EXPENDITURES FUND: AZ PRIME grant - 321	\$0.00 \$0.00	\$1,569.87 (\$167,171.97)	\$1,569.87 (\$167,171.97)	(\$1,569.87) \$167,171.97	\$232,562.14 \$232,562.14	(\$234,132.01) (\$65,390.17)	0.00% 0.00%
326.000.0000.6000.000.000.0000	EXPENDITURES FUND: ESSER CARES - 326	\$102,163.82 \$102,163.82	\$0.00 \$0.00	\$0.00 \$0.00	\$102,163.82 \$102,163.82	\$0.00 \$0.00	\$102,163.82 \$102,163.82	100.00% 100.00%
333.000.0000.6000.000.000.0000	EXPENDITURES FUND: HQEL - 333	\$0.00 \$0.00	\$252.39 \$252.39	\$252.39 \$252.39	(\$252.39) (\$252.39)	\$140,806.75 \$140,806.75	(\$141,059.14) (\$141,059.14)	0.00% 0.00%
336.000.0000.6000.000.000.0000	EXPENDITURES FUND: ESSER / CARES ROUND II - 336	\$4,751,065.08 \$4,751,065.08	\$0.00 \$0.00	\$0.00 \$0.00	\$4,751,065.08 \$4,751,065.08	\$0.00 \$0.00	\$4,751,065.08 \$4,751,065.08	100.00% 100.00%
337.000.0000.6000.000.000.0000	EXPENDITURES FUND: ACCELERATION ACADEMIES GRANT - 337	\$54,291.14 \$54,291.14	\$0.00 \$0.00	\$0.00 \$0.00	\$54,291.14 \$54,291.14	\$0.00 \$0.00	\$54,291.14 \$54,291.14	100.00% 100.00%
346.000.0000.6000.000.000.0000	EXPENDITURES FUND: ESSER ROUND III - 346	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$307,472.49 \$307,472.49	(\$307,472.49) (\$307,472.49)	0.00% 0.00%
364.000.0000.6000.000.000.0000	EXPENDITURES FUND: FED ED INNOVATION RESEARCH GRANT - 364	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$32,184.78 \$32,184.78	(\$32,184.78) (\$32,184.78)	0.00% 0.00%
383.000.0000.6000.000.000.0000	EXPENDITURES FUND: ARP - HOMELESS II ENTITLEMENT GRANT (FOR FUND 283) - 383	\$74,142.66 \$74,142.66	\$0.00 \$0.00	\$0.00 \$0.00	\$74,142.66 \$74,142.66	\$0.00 \$0.00	\$74,142.66 \$74,142.66	100.00% 100.00%
384.000.0000.6000.000.000.0000	EXPENDITURES FUND: ARP - HOMELESS I GRANT (FORMELY FUND 284) - 384	\$41,072.80 \$41,072.80	\$0.00 \$0.00	\$0.00 \$0.00	\$41,072.80 \$41,072.80	\$0.00 \$0.00	\$41,072.80 \$41,072.80	100.00% 100.00%
387.000.0000.6000.000.000.0000	EXPENDITURES FUND: Dyslexia Grant - 387	\$17,244.00 \$17,244.00	\$0.00 \$0.00	\$0.00 \$0.00	\$17,244.00 \$17,244.00	\$0.00 \$0.00	\$17,244.00 \$17,244.00	100.00% 100.00%
450.000.0000.6000.000.000.0000	EXPENDITURES FUND: GIFTED - 450	\$2,064.28 \$2,064.28	\$0.00 \$0.00	\$0.00 \$0.00	\$2,064.28 \$2,064.28	\$0.00 \$0.00	\$2,064.28 \$2,064.28	100.00% 100.00%
457.000.0000.6000.000.000.0000	EXPENDITURES FUND: RESULTS BASED FUNDING - 457	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$185,407.48 \$185,407.48	(\$185,407.48) (\$185,407.48)	0.00% 0.00%
472.000.0000.6000.000.000.0000	EXPENDITURES FUND: EARLY LITERACY GRANT - 472	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$73,362.94 \$73,362.94	(\$73,362.94) (\$73,362.94)	0.00% 0.00%
473.000.0000.6000.000.000.0000	EXPENDITURES FUND: FOUNDATIONAL LITERACY GRANT - 473	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$140,960.49 \$140,960.49	(\$140,960.49) (\$140,960.49)	0.00% 0.00%
475.000.0000.6000.000.000.0000	EXPENDITURES FUND: OIE RISE GRANT - 475	\$60,313.51 \$60,313.51	\$0.00 \$0.00	\$0.00 \$0.00	\$60,313.51 \$60,313.51	\$32,166.60 \$32,166.60	\$28,146.91 \$28,146.91	46.67% 46.67%
478.000.0000.6000.000.000.0000	EXPENDITURES FUND: FEMININE HYGIENE GRANT - 478	\$7,180.00 \$7,180.00	\$0.00 \$0.00	\$0.00 \$0.00	\$7,180.00 \$7,180.00	\$0.00 \$0.00	\$7,180.00 \$7,180.00	100.00% 100.00%
480.000.0000.6000.000.000.0000	EXPENDITURES FUND: SAFE SCHOOLS - 480	\$476,565.00 \$476,565.00	\$0.00 \$0.00	\$0.00 \$0.00	\$476,565.00 \$476,565.00	\$317,279.14 \$317,279.14	\$159,285.86 \$159,285.86	33.42% 33.42%
483.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$0.00	\$0.00	\$0.00	(\$2,565.89)	\$2,565.89	0.00%

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	FUND: STATE TUTORING - 483	\$0.00	\$0.00	\$0.00	\$0.00	(\$2,565.89)	\$2,565.89	0.00%
500.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$1,339.00)	(\$1,339.00)	\$1,339.00	\$0.00	\$1,339.00	0.00%
500.000.0000.6000.000.000.0000	EXPENDITURES	\$495,000.00	\$0.00	\$0.00	\$495,000.00	\$0.00	\$495,000.00	100.00%
	FUND: SCH PL-SALE/LEAS OVR 1 YR - 500	\$495,000.00	(\$1,339.00)	(\$1,339.00)	\$496,339.00	\$0.00	\$496,339.00	100.27%
502.000.0000.6000.000.000.0000	EXPENDITURES	\$80,000.00	\$0.00	\$0.00	\$80,000.00	\$0.00	\$80,000.00	100.00%
	FUND: SCHOOL PLANT SALES - 502	\$80,000.00	\$0.00	\$0.00	\$80,000.00	\$0.00	\$80,000.00	100.00%
510.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$912.00)	(\$912.00)	\$912.00	\$0.00	\$912.00	0.00%
510.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	(\$15,823.44)	(\$15,823.44)	\$15,823.44	\$0.00	\$15,823.44	0.00%
510.000.0000.6000.000.000.0000	EXPENDITURES	\$2,750,000.00	\$42,477.87	\$42,477.87	\$2,707,522.13	\$1,546,593.23	\$1,160,928.90	42.22%
	FUND: FOOD SERVICE - 510	\$2,750,000.00	\$25,742.43	\$25,742.43	\$2,724,257.57	\$1,546,593.23	\$1,177,664.34	42.82%
515.000.0000.6000.000.000.0000	EXPENDITURES	\$120,000.00	\$0.00	\$0.00	\$120,000.00	\$56,976.05	\$63,023.95	52.52%
	FUND: CIVIC CENTER - 515	\$120,000.00	\$0.00	\$0.00	\$120,000.00	\$56,976.05	\$63,023.95	52.52%
520.000.0000.6000.000.000.0000	EXPENDITURES	\$206,393.60	\$2,730.12	\$2,730.12	\$203,663.48	\$249,347.28	(\$45,683.80)	-22.13%
	FUND: COMMUNITY SCHOOL - 520	\$206,393.60	\$2,730.12	\$2,730.12	\$203,663.48	\$249,347.28	(\$45,683.80)	-22.13%
521.000.0000.6000.000.000.0000	EXPENDITURES	\$235,899.64	\$909.95	\$909.95	\$234,989.69	\$191,988.22	\$43,001.47	18.23%
	FUND: COMMUNITY SCHOOL - MONTESSORI - 521	\$235,899.64	\$909.95	\$909.95	\$234,989.69	\$191,988.22	\$43,001.47	18.23%
525.000.0000.6000.000.000.0000	EXPENDITURES	\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00	100.00%
	FUND: AUXILIARY OPERATIONS - 525	\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00	100.00%
526.000.0000.6000.000.000.0000	EXPENDITURES	\$300,000.00	\$0.00	\$0.00	\$300,000.00	\$0.00	\$300,000.00	100.00%
	FUND: EXTRA CURR TAX FEES CR - 526	\$300,000.00	\$0.00	\$0.00	\$300,000.00	\$0.00	\$300,000.00	100.00%
530.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$500.00)	(\$500.00)	\$500.00	\$0.00	\$500.00	0.00%
530.000.0000.6000.000.000.0000	EXPENDITURES	\$250,000.00	\$3,877.35	\$3,877.35	\$246,122.65	\$48,163.78	\$197,958.87	79.18%
	FUND: GIFTS AND DONATIONS - 530	\$250,000.00	\$3,377.35	\$3,377.35	\$246,622.65	\$48,163.78	\$198,458.87	79.38%
540.000.0000.6000.000.000.0000	EXPENDITURES	\$10,500.00	\$20.00	\$20.00	\$10,480.00	\$2,430.00	\$8,050.00	76.67%
	FUND: FINGERPRINT - 540	\$10,500.00	\$20.00	\$20.00	\$10,480.00	\$2,430.00	\$8,050.00	76.67%
550.000.0000.6000.000.000.0000	EXPENDITURES	\$30,500.00	\$0.00	\$0.00	\$30,500.00	\$0.00	\$30,500.00	100.00%
	FUND: INSURANCE PROCEEDS - 550	\$30,500.00	\$0.00	\$0.00	\$30,500.00	\$0.00	\$30,500.00	100.00%
555.000.0000.6000.000.000.0000	EXPENDITURES	\$16,500.00	\$0.00	\$0.00	\$16,500.00	\$0.00	\$16,500.00	100.00%
	FUND: TEXTBOOKS - 555	\$16,500.00	\$0.00	\$0.00	\$16,500.00	\$0.00	\$16,500.00	100.00%
570.000.0000.6000.000.000.0000	EXPENDITURES	\$560,000.00	\$17,443.03	\$17,443.03	\$542,556.97	\$374,312.78	\$168,244.19	30.04%
	FUND: INDIRECT COSTS - 570	\$560,000.00	\$17,443.03	\$17,443.03	\$542,556.97	\$374,312.78	\$168,244.19	30.04%
575.000.0000.6000.000.000.0000	EXPENDITURES	\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00	100.00%
	FUND: UNEMPLOYMENT INSURANCE - 575	\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00	100.00%
585.000.0000.6000.000.000.0000	EXPENDITURES	\$3,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100.00%
	FUND: INSURANCE REFUND - 585	\$3,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100.00%
610.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$11,053.78)	(\$11,053.78)	\$11,053.78	\$0.00	\$11,053.78	0.00%

Osborn School District

Board Exp & Revenue Report

From Date: 7/1/2024

To Date: 7/31/2024

Fiscal Year: 2024-2025

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

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
610.000.0000.2000.000.000.0000	Undesignated	\$0.00	\$10.12	\$10.12	(\$10.12)	\$0.00	(\$10.12)	0.00%
610.000.0000.6000.000.000.0000	EXPENDITURES	\$5,629,709.00	\$281,473.38	\$281,473.38	\$5,348,235.62	\$159,221.34	\$5,189,014.28	92.17%
	FUND: UNRESTRICT CAPITAL OUTLAY - 610	\$5,629,709.00	\$270,429.72	\$270,429.72	\$5,359,279.28	\$159,221.34	\$5,200,057.94	92.37%
630.000.0000.6000.000.000.0000	EXPENDITURES	\$1,500,000.00	\$0.00	\$0.00	\$1,500,000.00	\$317,696.42	\$1,182,303.58	78.82%
	FUND: BOND BUILDING - 630	\$1,500,000.00	\$0.00	\$0.00	\$1,500,000.00	\$317,696.42	\$1,182,303.58	78.82%
665.000.0000.6000.000.000.0000	EXPENDITURES	\$70,000.00	\$0.00	\$0.00	\$70,000.00	\$0.00	\$70,000.00	100.00%
	FUND: ENERGY & WATER SAVINGS - 665	\$70,000.00	\$0.00	\$0.00	\$70,000.00	\$0.00	\$70,000.00	100.00%
700.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$51,450.85)	(\$51,450.85)	\$51,450.85	\$0.00	\$51,450.85	0.00%
700.000.0000.6000.000.000.0000	EXPENDITURES	\$6,952,950.00	\$0.00	\$0.00	\$6,952,950.00	\$0.00	\$6,952,950.00	100.00%
	FUND: DEBT SERVICE - 700	\$6,952,950.00	(\$51,450.85)	(\$51,450.85)	\$7,004,400.85	\$0.00	\$7,004,400.85	100.74%
850.000.0000.6000.000.000.0000	EXPENDITURES	\$30,500.00	\$0.00	\$0.00	\$30,500.00	\$0.00	\$30,500.00	100.00%
	FUND: STUDENT ACTIVITIES - 850	\$30,500.00	\$0.00	\$0.00	\$30,500.00	\$0.00	\$30,500.00	100.00%
855.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$46,357.76)	(\$46,357.76)	\$46,357.76	\$3,120.00	\$43,237.76	0.00%
855.000.0000.6000.000.000.0000	EXPENDITURES	\$2,500,000.00	\$43,326.46	\$43,326.46	\$2,456,673.54	\$2,671,610.96	(\$214,937.42)	-8.60%
	FUND: EMPL INSUR PGM WITHHOLDNG - 855	\$2,500,000.00	(\$3,031.30)	(\$3,031.30)	\$2,503,031.30	\$2,674,730.96	(\$171,699.66)	-6.87%
Grand Total:		\$61,864,194.50	(\$480,600.82)	(\$480,600.82)	\$62,344,795.32	\$26,042,170.07	\$36,302,625.25	58.68%

End of Report

OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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

Agenda Item Number – IV-G

Agenda Item

Student Activities Statement of Revenue and Expenditures

For Board: Action Discussion Information

Background –

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

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

Legal

A.R.S. §15-1123.A

Financial

Governing Board Goals

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

Recommendation

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

Moved _____ Seconded _____ P/F

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

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

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

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

Agenda Item Number – IV-H

Agenda Item
Disposal of Equipment

For Board: Action Discussion Information

Background –
List attached

Legal

Financial

Governing Board Goals

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

Recommendation

Recommend approval of disposal of equipment as listed.

Moved _____ Seconded _____ P/F

Request For Disposal Form

School: Solano

Date: 7/24/24

Department: Teaching & Learning

Reason For Disposal: Outdated materials no longer supported by curriculum

Disposal Description: Dispose of from Solano Room B35 (attached to Cafeteria, outside entrance)

Signature: *Theresa Nickolich*

Fixed Asset Items (Over \$1000)

Asset #:

Description:

Serial #:

Recorded Value:

Present Value:

Board Approval:

Signature:

OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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

Agenda Item

Approval of 2024/25 Student Activity Events

For Board: Action Discussion Information

Background –

The governing board is required to approve student clubs’ and organizations’ fundraising events. Below is a list of student activity events for the 2024/25 school year.

Student activities events do not include any raffles, bingo, or other forms of gambling, which are not legal events for student clubs.

Activities:	
Book Fairs	Jump Rope for Heart
Candy Grahams	Student Stores
Candy Sales	Ticket sales
Concession Sales	Vending Machines
Dress Days	Yearbook Sales

Legal

A.R.S. §15-1121

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 student activities events for school year 2024/25, effective July 1st 2024.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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

Agenda Item Number – IV-J-1

Agenda Item

**Approval of the continuation of the Food Program Permanent Service Agreement
(FPPSA)**

For Board: Action Discussion Information

Background –

In June 2019, ADE released a single, electronic Food Program Permanent Service Agreement (FPPSA) for School Food Authority (SFA)s to include the National School Lunch Program (NSLP), School Breakfast Program (SBP), Special Milk Program (SMP), Summer Food Service Program (SFSP) and At-Risk Afterschool Meals component of Child and Adult Care Food Programs. This allows SFA's to use this consolidated agreement for all Child Nutrition programs and need only to resubmit this agreement when there is a change in leadership.

Legal

Financial

None

Governing Board Goals

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

Recommendation

It is recommended that the board approve of the continuation of the FPPSA from ADE.

Moved _____ Seconded _____ P/F



ARIZONA DEPARTMENT OF EDUCATION

Health and Nutrition Services
1535 West Jefferson Street
Phoenix, Arizona 85007

FOOD PROGRAM
PERMANENT SERVICE AGREEMENT
ADE Contract No. ED09-0001
Revised Summer 2019

Osborn Elementary District

("SCHOOL FOOD AUTHORITY (SFA)")
(Legal Name of Applicant)

Doing Business As (if applicable).

This Agreement is entered into between the Arizona State Board of Education ("BOARD"), acting through the Arizona Department of Education ("AGENCY"), a state agency of the State of Arizona, and the SFA pursuant to Arizona Revised Statutes ("A.R.S.") §§ 15-203(B)(1) and 15-1152 (and § 11-951 et seq. if the SFA is a public agency). If the SFA is a public agency, the SFA is authorized to enter into this Agreement pursuant to ARS# 15-342 (13)

(to be completed by the SFA)

The purpose of this Agreement is to effectuate the National School Lunch Act ("NSLA"), as amended (42 U.S.C. § 1751 et seq.) and the Child Nutrition Act ("CNA") of 1966, as amended (42 U.S.C. § 1771 et seq.).

The SFA enters into this Agreement with the BOARD for participation in one or more of the following programs:

1. National School Lunch Program (CFDA No. 10.555)
2. School Breakfast Program (CFDA No. 10.553)
3. Special Milk Program (CFDA No. 10.556)
4. Summer Food Service Program (CFDA No. 10.559)
5. At-Risk Afterschool Meals Component of the CACFP (CFDA No. 10.558)



ARIZONA DEPARTMENT OF EDUCATION

Health and Nutrition Services
1535 West Jefferson Street
Phoenix, Arizona 85007

FOOD PROGRAM PERMANENT SERVICE AGREEMENT ADE Contract No. ED09-0001 Revised Summer 2019

A. PROGRAM REIMBURSEMENT

The BOARD agrees, to the extent of funds available subject to Section L of this Agreement, to reimburse the SFA for the above designated programs operated by the SFA in accordance with the following regulations, and any amendments, which are applicable to such programs: National School Lunch Program (“NSLP”) Regulations (7 CFR parts 210, 245), Special Milk Program Regulations (7 CFR part 215), School Breakfast Program Regulations (7 CFR part 220), Summer Food Service Program Regulations (7 CFR part 225), and At-Risk Afterschool Meals Program Regulations (7 CFR part 226). Reimbursement payments to be made by the BOARD shall be subject to the provisions of A.R.S. Title 35 relating to time and manner of submission of claims if not in conflict with federal law. The BOARD also agrees to donate foods in accordance with Donation of Foods for use in the United States, its Territories and Possessions and Areas under its Jurisdiction (7 CFR part 250), and any amendments thereto.

B. PROVISIONS FOR ACCEPTING FUNDS

The SFA agrees to accept federal funds and/or USDA Foods in accordance with applicable regulations as set forth in 7 CFR parts 210-250 and any amendments thereto, Office of Management and Budget (“OMB”) Circular A-133 and A-122, as applicable, and to comply with all provisions of said rules and OMB circulars, AGENCY Child Nutrition Program (“CNP”) Office Requirements, and with any instructions or procedures issued in connection therewith. The SFA further agrees to administer these programs funded under this Agreement in accordance with provisions of the uniform Federal assistance regulations (7 CFR part 3015) and provisions of the uniform administrative requirements (7 CFR parts 3016, 3019).

C. PROGRAM REQUIREMENTS OF THE SFA

The SFA agrees that, for each site listed on the site portion of the application, it will conduct the above designated program(s) in accordance with the U.S. Department of Agriculture (“DEPARTMENT”) regulations and will conform to the following requirements in the conduct of each program (unless the requirement is restricted to a particular program):

1. FOR NATIONAL SCHOOL LUNCH PROGRAM AND SCHOOL BREAKFAST PROGRAM ONLY

- a. Maintain a nonprofit food service and observe the limitations on the use of nonprofit food service revenues set forth in 7 CFR parts 210.14(a) and 220.7(e)(1). Comply with State Revenue Matching set forth in 7 CFR 210.17.
- b. Establish such policies and procedures as are necessary to control the sale of foods in competition with meals served under the program. The sale of all non-program food, as defined in 7 CFR part 210.14(f), may, at the discretion of the AGENCY and the SFA, be allowed in the food service area only if all income from the sale of such foods accrues to the benefit of the nonprofit school food service; and must comply with the nutrition standards of the Smart Snacks regulations of Public Law 111-296 the Healthy, Hunger-Free Kids Act of 2010 .



ARIZONA DEPARTMENT OF EDUCATION

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Phoenix, Arizona 85007

FOOD PROGRAM PERMANENT SERVICE AGREEMENT

Revised Summer 2019

- c. Promote activities to involve students and parents in the National School Lunch and School Breakfast Programs.
- d. Plan menus in order to meet the requirements of Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 as set forth in 7 CFR parts 210.10 and 220.8.
- e. Maintain production and menu records for meals produced. These records must include all information necessary to support the claiming of reimbursable meals, and how meals contribute to meal pattern requirements, as set forth in 7 CFR parts 210.10 and 220.8. Production records shall include sufficient information to evaluate the menu's contribution to the nutrition standards and the appropriate calorie and nutrient levels for the age/grades of the children in the school, as identified in 7 CFR parts 210.10 and 220.8.
- f. Maintain and comply with a financial management system as prescribed by the AGENCY, 2 CFR part 200, and 7 CFR parts 210.14(c), 215.7(d), 220.7(e)(1) and 3016.
- g. Limit the net cash resources for its nonprofit school food service to an amount that does not exceed three months average expenditures, or such other amount as may be approved by the AGENCY in accordance with 7 CFR parts 210.14(b) and 220.7(e)(1).
- h. Serve lunches and/or breakfasts and/or after school care snacks during the designated periods, in accordance with 7 CFR parts 210.10 and 220.8, for the number of days specified on the application.
- i. Claim no more than one (1) lunch/breakfast/after school care snack per child per day per meal service.
- j. Price the meal as a unit. Make lunches/breakfasts/after school care snacks available without cost or at a maximum reduced price of forty (40) cents for lunch, fifteen (15) cents for snacks and thirty (30) cents for breakfast to all children who are determined by the SFA to be eligible for such meals under 7 CFR part 245.
- k. Claim reimbursement at the assigned rates only for reimbursable free, reduced-price and paid lunches and/or after school care snacks and/or breakfasts served to eligible children in accordance with 7 CFR parts 210 and 220.
- l. Conduct verification in accordance with 7 CFR part 245.6a. Report verification results to the AGENCY no later than February 1, each year. Maintain copies of the verification report and all supporting documentation for the period indicated in Section M of this Agreement.
- m. Ensure that the SFA's designated official submitting the claim or his/her assigned representative shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 7 CFR part 210.8 and 220.11 governing claims for reimbursement. At a minimum the responsibilities should include:



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1. No less than one (1) on-site review of the meal counting and claiming system for the meal service for each school under its jurisdiction for a SFA with more than one site. The on-site review shall take place prior to February 1 of each school year. If the review discloses problems with a school's meal counting or claiming procedures, the SFA shall be required to develop and implement a corrective action plan and a follow-up on-site review must be conducted within forty-five (45) calendar days of the review to determine that the corrective action resolved the problems.
2. No less than two on-site reviews of the meal counting and claiming system for the after school care snack program, if implemented. The first review shall be made during the first four weeks of the school year that the school is in operation. Year-round schools or Residential Child Care Institutions shall review the snack program during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter. If the review discloses problems with a school's meal counting or claiming procedures, the SFA shall be required to develop and implement a corrective action plan and a follow-up on-site review must be conducted within forty-five (45) calendar days of the review to determine that the corrective action resolved the problems.
3. Perform edit checks that compare each school's daily counts of free, reduced-price, and paid lunch/breakfast against the product of the number of children in that school currently eligible for free, reduced-price and paid meals, respectively, multiplied by an attendance factor. This attendance factor will be developed by the AGENCY.
4. Submit claims for reimbursement in accordance with procedures established by the AGENCY. Claims for reimbursement not filed within sixty (60) days following the last day of the claiming month will be disallowed. Any exception to this requirement will be made at the discretion of the AGENCY and/or DEPARTMENT.
5. SFA shall maintain on file, each month's claim for reimbursement and all data used in the claims review process, by school, for the period indicated in Section M of this Agreement. All Food Service Management Company ("FSMC") contracts, and records which support such contracts, shall be maintained for the period indicated in Section M of this Agreement. The records which are to be kept for each program include:
 - (I) daily number of meals served to children, by category and type of meal;
 - (II) revenue from children's payments, federal reimbursement, food sales to adults, loans to the program, all a la carte sales and any other sources to demonstrate that the food service is being operated on a nonprofit basis. The revenue report shall show net cash resources or the information necessary for the AGENCY to compute net cash resources through a review or audit and annual financial report; and
 - (III) food service expenditures (supported by invoices, receipts or other evidence of expenditures).



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- n. Failure to submit accurate claims will result in the recovery of an over claim and may result in the withholding of payments, suspension or termination of the program as specified in 7 CFR parts 210.24, 210.25, 220.14, 220.18 and 220.19.
- o. The penalties specified in 7 CFR part 210.26 shall apply to any SFA who is found to engage in embezzlement, willful misapplication of funds, theft or fraudulent activity in regard to claims submitted.
- p. Count the number of free, reduced-price and paid reimbursable meals served to eligible children at the point of service. School sites approved for Special Assistance, Provision 2 Provision 3 or the Community Eligibility Provision (CEP) are exempt, except they shall do a total count of all children at the point of service.
- q. Upon request, make all accounts and records pertaining to its school food service available to the AGENCY and to the DEPARTMENT for audit or review, at a reasonable time and place.
- r. Maintain in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable state and local laws, regulations and ordinances.
- s. Maintain necessary facilities for storing, preparing and serving food and milk in accordance with local health department requirements.
- t. Procurement practices shall be in accordance with the Arizona Procurement Code and Regulations (Charter schools are exempt as set forth in A.R.S. § 15-189.02), 2 CFR part 200 and 7 CFR parts 3015, 3016, 3019, 210.21, 215.14a and 220.16. All claims and controversies shall be subject to the Arizona Procurement Code, A.R.S. § 41-2501 et seq., and Arizona Administrative Code R7-2-1001 et seq. Procurement standards must be submitted to the AGENCY and will be considered a permanent document, unless changes are made by either party. Failure to follow established procedures in the procurement of FSMC services may result in non-renewal of SFA application to participate in the programs, or in withholding of reimbursement funds.
- u. Purchase, to the maximum extent practicable, only food products that are produced in the United States or products that are processed in the United States substantially using agricultural commodities that are produced in the United States for those programs as specified in 7 CFR parts 210.21(d) and 220.16(d) and in accordance with the Buy American Provision.
- v. Any contracting for the furnishing of meals or management of the entire food service under any program must be conducted in accordance with proper procurement procedures and must be done on a competitive basis in accordance with 7 CFR part 210.16. A FSMC entering into a contract with a SFA shall not subcontract for the total meal, with or without milk, or for the assembly of the meal. SFAs contracting with a FSMC shall comply with 7 CFR part 210.16.
- w. Submit proposed Invitation for Bid ("IFB")/Request for Proposal ("RFP") to the AGENCY for review and approval. Written approval of the IFB/RFP must be received from the AGENCY prior



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to advertising for bids/proposals. Submit copies of all contracts with FSMCs, along with a certification of independent price determination to the AGENCY prior to the beginning of program operations. Written approval must be received from the AGENCY prior to both parties entering into contract.

- x. Individuals with access to AGENCY technology systems associated with the administration of the program shall abide by the AGENCY Acceptable Use Policy, which covers the use of electronic communication networks and computer-based administrative applications of the AGENCY. This policy applies to all personnel using these intranet, extranet, internet and administrative resources, including, but not limited to, officials and employees of schools, school districts, charter schools and AGENCY. Access to AGENCY technology systems shall not be provided to consultants, consulting firms or FSMCs contracting with SFA. Individuals who fail to comply will be subject to further action.
- y. Each local educational agency participating in a program authorized by the NSLA and CNA shall establish a local school wellness policy that meets regulation set forth in 7 CFR 210.31. The policy must include, at a minimum, goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness, as well as nutrition guidelines for all foods available on campus to promote student health and reduce childhood obesity, and provide assurance that school meals and other food and beverages sold and otherwise made available on the school campus during the school day are consistent with applicable minimum Federal standards as specified in Public Law 111-296, Section 204. SFAs must permit parents, students, and members of the general public to participate in the development, implementation and periodic review of the wellness policy. SFAs shall also tri-annually measure (and make available to the public) an assessment regarding the implementation of the wellness policy, including the extent to which schools under the jurisdiction of the local educational agency are in compliance with the policy, the extent to which the policy compares to model local school wellness policies, and a description of the progress made in attaining the goals of the policy.
- z. As defined in the NSLA, the SFA shall implement a school food safety program, to be applied to any facility or part of a facility in which food is stored, prepared or served for the purposes of the program, that complies with any hazard analysis and critical control point system established by the Secretary of Agriculture.
- aa. In accordance with 7 CFR parts 210.13(b) and 220.7(a)(2), schools shall obtain a minimum of two (2) food safety inspections during each school year conducted by a state or local governmental agency responsible for food safety inspections. They shall post in a publicly visible location a report of the most recent inspection conducted and provide a copy of the inspection report upon request. Sites participating in more than one (1) child nutrition program shall only be required to obtain two (2) food safety inspections per year if the nutrition programs offered use the same facilities for the production and service of meals.
- ab. SFAs that operate the National School Lunch Program, or the School Breakfast Program, must establish and implement professional standards hiring standards for school nutrition program



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directors; and professional standards training standards for directors, managers, and staff, as defined in 7 CFR 210.30.

D. ASSURANCE OF CIVIL RIGHTS COMPLIANCE

1. The SFA hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the DEPARTMENT (7 CFR parts 15, 15a and 15b); U.S. Department of Justice Enforcement Guidelines (28 CFR parts 50.3 and 42); and AGENCY directives and guidelines to the effect that no person shall, on the grounds of race, color, national origin, sex, age or disability, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the SFA receives federal financial assistance from the AGENCY; and hereby gives assurance that it will immediately take any measures necessary to effectuate provisions of this Agreement.
2. This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance and the permission to use federal property or interest in such property, or the furnishing of services without consideration, at a nominal consideration or at a consideration which is reduced for the purpose of assisting the SFA, or in recognition of the public interest to be served by the furnishing of services to the SFA, or any improvements made with federal financial assistance extended to the program SFA by the AGENCY.
3. By accepting this assurance, the SFA agrees to compile data, maintain records and submit reports as required to permit effective enforcement of nondiscrimination laws and permit authorized AGENCY personnel during hours of program operation to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the AGENCY shall have the right to seek judicial enforcement of this assurance.
4. This assurance is binding on the SFA, its successors, transferees and assignees as long as such person or entity receives assistance or retains possession of any assistance from the AGENCY. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the program applicant.
5. AGENCY and SFA shall maintain information on civil rights complaints, if any, submitted and/or received by the SFA, AGENCY, and their resolutions.

E. EQUAL OPPORTUNITY/NON-DISCRIMINATION

The Parties of this Agreement shall comply with Executive Order 75-5 as modified by Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political



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FOOD PROGRAM PERMANENT SERVICE AGREEMENT

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affiliation, shall have equal access to employment opportunities and all other applicable state and federal employment laws, rules and regulations, including the American with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

F. RIGHT OF JUDICIAL ENFORCEMENT; CHOICE OF LAW

The SFA recognizes and agrees that federal financial assistance will be extended in reliance on the representations stated herein and in the Exhibits hereto and that the United States and the State of Arizona, individually or jointly, shall have the right to seek judicial enforcement of the Agreement. This Agreement is made in the State of Arizona and shall be interpreted by the laws of the State of Arizona including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona, the Arizona Procurement Code, A.R.S. Title 41, Chapter 23, A.A.C. R2-7-101 et seq. and A.A.C. R7-2-1001 et seq. Any litigation arising out of this Agreement shall be brought in Arizona.

G. MUTUAL OBLIGATIONS, RESPONSIBILITIES AND WARRANTIES

The AGENCY and the SFA mutually agree that:

1. With the approval of the AGENCY, sites may be added or deleted from the site portion of the application as the need arises, and the references herein to the site portion of the application shall be deemed to include the most recently approved sites.
2. The AGENCY shall promptly notify the SFA of any change in the minimum meal requirements or the assigned rates of reimbursement.
3. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend this Agreement if made with a corporation for its general benefit.
4. This Agreement, and the duties arising hereunder, shall become effective on July 1, 2019 or upon signature by the Superintendent of Public Instruction, or his designee, whichever occurs last. This Agreement shall automatically renew on July 1 of each year, beginning July 1, 2020, unless either party notifies the other at least thirty (30) days before the renewal date of their intent not to renew. Before any amendment or extension may become effective, appropriate action must be taken by ordinance, resolution or otherwise pursuant to the laws applicable to public agencies entering into this Agreement.
5. The SFA's participation in the program(s) under this Agreement is conditioned upon the AGENCY's approval of the SFA's on-line application to the AGENCY, a fully executed written Agreement with the AGENCY, and, in the event the SFA contracts with a FSMC to manage its food service operation under this Agreement, the AGENCY's review and approval of the SFA's contract(s) with a FSMC



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prior to the execution of the contract(s) as required in 7 CFR parts 210.9, 210.16 and 210.19. For this Agreement period, reimbursement shall not be made for any meals served before these conditions have been fully met by the SFA.

6. No right or interest in this Agreement shall be assigned or delegated without the written permission of the other party.
7. The SFA shall repay to the federal government or the AGENCY all monies determined by any financial-compliance audit or review to be owed to the federal government or the AGENCY in connection with any program for which the SFA has received funds. If the SFA fails to make such repayment within thirty (30) days after demand by the AGENCY, SFA shall also pay all reasonable attorneys' fees based on reasonable hourly charges of like experienced attorneys in Phoenix, Arizona for the Assistant Attorney General representing the AGENCY or the BOARD or the attorney representing the DEPARTMENT in seeking to enforce this paragraph.
8. The Parties to this Agreement agree to resolve all disputes arising out of or relating to the Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes if not in conflict with federal law.
9. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors, transferees and assignees.

H. FREE AND REDUCED-PRICE POLICY STATEMENT

The SFA must supply copies of its program application, Free and Reduced-Price Policy Statement and Addendums to the AGENCY. The Free and Reduced-Price Policy Statement will be a permanent document shall be updated when district policy or procedures pertaining to the Free and Reduced-Price process are modified.

I. CONFLICT OF INTEREST; CANCELLATION

1. No employee, officer or agent of the SFA who has, or whose relative has, a substantial interest in any contract, sale, purchase or service to the SFA, shall participate in selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved pursuant to A.R.S. § 38-503 and 7 CFR part 3016.36(b)(3).
2. Pursuant to A.R.S. § 38-511, the State of Arizona, its political subdivisions or any department or agency of either may, within three (3) years after its execution, cancel any agreement, without penalty or further obligation, made by the State of Arizona, its political subdivisions or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State of Arizona, its political



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subdivisions or any of the departments or agencies of either is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other Party to the agreement in any capacity or a consultant to any other Party of the agreement with respect to the subject matter of the agreement. A cancellation made pursuant to this provision shall be effective when the SFA receives written notice of the cancellation unless the notice specifies a later time.

J. AGREEMENT INTERPRETATION AND AMENDMENT

1. No Parole Evidence. This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any term used in this document.
2. No Waiver. Either party's failure to insist on strict performance of any term or condition of this Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
3. Written Agreement Amendments. This Agreement may be modified only in a writing signed by all of the parties or their duly authorized agents. Notice required pursuant to this Agreement shall be served personally or by mail upon each party at the addresses specified on the signature page of this Agreement.

K. THIRD PARTY ANTITRUST VIOLATIONS

The SFA assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the SFA toward fulfillment of this Agreement.

L. NON-AVAILABILITY OF FUNDS

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

M. RECORDS

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



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subcontractor to retain all data, books and other records (“records”) relating to this Agreement for a period of five (5) years after completion of this Agreement or until resolution of an unsolved audit which exceeds the designated time period. All records shall be subject to inspection and audit by the State of Arizona for five (5) years after the termination of this Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the SFA shall produce the original of any or all such records.

N. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401; E-VERIFY REQUIREMENT

1. The SFA warrants compliance with all federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214(A). (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the SFA may be subject to penalties up to and including termination of this Agreement.
3. Failure to comply with a state audit process to randomly verify the employment records of the SFA shall be deemed a material breach of this Agreement and the SFA may be subject to penalties up to and including termination of this Agreement.
4. The AGENCY retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that the SFA is complying with the warranty under paragraph 1 of this Section.

O. TERMINATION/SUSPENSION

This Agreement may be terminated upon thirty (30) days notice in writing by either party. Notwithstanding the foregoing, the AGENCY may terminate this Agreement immediately upon receipt of evidence that the terms hereof have not been complied with by the SFA. Pursuant to 7 CFR part 210.25, whenever it is determined that the SFA has materially failed to comply with the provisions of this Agreement, or with AGENCY/DEPARTMENT guidelines and instructions, the AGENCY may suspend or terminate the Agreement in whole, or in part. The SFA may also terminate this Agreement by mutual agreement with the AGENCY. The AGENCY and the SFA shall comply with the provisions of 7 CFR part 3015 subpart N, concerning suspension, termination and closeout procedures.

P. CERTIFICATION

The SFA certifies that all information submitted related to the Program is true and correct and understands that deliberate misrepresentation may result in prosecution.



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USDA Foods AGREEMENT (Applicable to SFAs receiving USDA Foods)

Policies/Procedures

1. The AGENCY solicits vendors (Warehouse/Distributor) to distribute donated food to eligible SFAs. SFAs shall receive donated food as required by 7 CFR part 250. The cost of shipping will be paid by the SFA. The SFA is responsible for establishing a credit application and purchase order with the delivering vendor. The AGENCY will announce annually the delivery charge (service, handling and administrative fees) and delivery vendor prior to the beginning of the fiscal year. Payments are due to the delivering vendor within the terms to be determined after completion of credit application. Shipments will be withheld if the SFA becomes 30 days late from the agreed credit terms. Failure to pay will result in the account being temporarily suspended until the account is brought current and/or termination of participation and non-renewal of USDA Foods Program.
2. The SFA agrees to pay excess storage and administrative fees for USDA Foods that are not ordered and have not been refused within the designated dwell times.
3. The SFA agrees to accept and order USDA Foods only in quantities that can be used in a six (6) month period in a non-profit School Food service. Any SFA ordering USDA Foods in excess quantities may be held financially responsible for spoilage or contamination which results in the foods being unfit for human consumption. SFA is to notify the AGENCY within 24-48 hours when any loss of, or damage to, USDA Foods occurs.
4. The SFA shall receive and use USDA Foods only for the benefit of those persons eligible for congregate meals provided by the SFA. Foods will not be transferred or used otherwise without prior written approval of the AGENCY. USDA Foods shall not be sold or traded, but may be transferred with the approval of the AGENCY when determined to be in the best interest of the program.
5. The SFA shall maintain evidence that necessary protective measures are maintained when storing donated food. Evidence to support would include, but are not limited to, storage temperature charts verifying proper storage temperatures, pest control schedule and security system used. Documentation must be available to verify that all storage facilities obtained all necessary federal, state and/or local health inspections or if no such inspections are made, a self-evaluation form for storage facilities be completed annually.
6. The SFA shall maintain all records pertaining to transactions relating to receipt, disposal and inventory of USDA Foods. All records required in this agreement shall be retained for the period indicated in Section M of this Agreement.
7. The SFA shall complete, return and maintain a copy of inventory forms provided by the AGENCY. Failure to comply may result in termination of participation in the USDA Foods. The SFA shall comply with instructions from the AGENCY to: (a) distribute remaining inventory of USDA Foods, or (b) return inventories with applicable reports to the AGENCY if a program is terminated.



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8. Funds received by the SFA from sales of salvable containers or salvage of USDA Foods shall be deposited in SFA's Non-Profit Food Service Account.
9. SFAs may elect to participate in the USDA Foods processing programs. Cost of the processing and distribution of the end product will be incurred by the SFA. Participants shall:
 - a. Follow federal and state procurement rules and regulations in purchasing end products not bid by the AGENCY;
 - b. Release USDA Foods only to the AGENCY approved processor;
 - c. Maintain records to support purchase of processed commodity end products; and
 - d. Be held responsible to fulfill commitments to the AGENCY and processor.
10. The SFA shall permit inspection by the AGENCY or DEPARTMENT personnel of the storage facilities and any other areas used in handling USDA Foods. The SFA shall also allow inspection of all records including financial records pertaining to the USDA Foods.
11. FSMCs are encouraged to utilize USDA Foods in the preparation of meals for eligible SFAs pursuant to a written contract, which meets the requirements of 7 CFR part 250.12(c). If a FSMC is used, the SFA will submit a copy of the contract to the AGENCY annually. Contracts will ensure that:
 - a. Any donated food will be used only to benefit the SFA's feeding operation;
 - b. Proper inventory controls will be maintained;
 - c. All books and records of the FSMC pertaining to the feeding operation of the SFA will be available for the period indicated in Section M of this Agreement; and
 - d. The responsibility will be clearly defined for who (the SFA or the FSMC) will be accountable for the payments to be made to the distributor and commodity processors within sixty (60) days of billing.



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SPECIAL MILK PROGRAM AGREEMENT

(Applicable to those SFAs participating in Special Milk Program)

1. The SFA agrees to operate a nonprofit milk service.
2. The SFA agrees to submit claims for reimbursement and maintain a financial management system in accordance with procedures established by the DEPARTMENT and the AGENCY.
3. The SFA agrees to make no physical segregation or other discrimination against or overt identification of any child because of his/her inability to pay the full price of the milk.
4. The SFA agrees to make free milk available (if applicable) to all eligible children whenever it is provided under the Special Milk Program.
5. The SFA agrees to make maximum use of the reimbursement payments to reduce the price of the milk served to paying children and maintain a nonprofit status (not applicable to non-pricing programs).
6. The SFA agrees to claim reimbursement only for fluid types of milk as defined in 7 CFR part 215.2 served to children at the assigned rate for the classification of paid (or free, if applicable) in accordance with 7 CFR parts 215.8 and 215.10.
7. The SFA agrees to maintain full and accurate records of each program operation including the number of half-pints of milk served to children, the number of half-pints of milk served to adults and the number of half-pints of milk served free to eligible children if free milk is provided.
8. The SFA agrees to furnish a written statement of the policy followed in making determinations as to eligibility of children receiving free milk. Such policy shall be consistent with the rules issued by the DEPARTMENT on this subject (7 CFR part 245) (required only for pricing programs providing free milk to children).

SUMMER FOOD SERVICE PROGRAM

(Applicable to those SFAs participating in Summer Food Service Program)

1. The SFA agrees to operate the Summer Food Service Program in compliance with Title 7, Part 225 of the Code of Federal Regulations.
2. The SFA agrees to operate the Summer Food Service Program in compliance with State or local health and safety standards.
3. The SFA agrees to provide meals through the Summer Food Service Program to children ages 18 and under or people 19 years of age and over who have a mental or physical disability and who participate in a public or private non-profit school program during the school year.



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4. The SFA agrees to only claim reimbursement for approved meals served through the Summer Food Service Program. Meals served prior to State agency approval shall not be claimed. SFAs are financially responsible for any meals served prior to annual approval from the State agency.
5. The SFA agrees to claim reimbursement for meals served while school is not in session, with State agency approval.
6. The SFA agrees to only claim reimbursement for those meals that meet or exceed the minimum Federal standards established for meals, and to maintain documentation of the foods and portions served to meet these standards.
7. The SFA agrees to claim all meals at the free rate of reimbursement at area-eligible sites in the attendance boundary of a school where 50% or more of the children qualify for free or reduced-price meals or 50% or more of the children in the census block group are eligible for free and reduced-price school meals. The only exception is for children enrolled in a residential camp. Residential camps must collect income eligibility information for each enrolled child and can only claim meals at the free rate for children who qualify for free or reduced-price meals.
8. The SFA agrees to provide Summer Food Service Program meals at no charge. The only exception is for residential camps. Residential camps may charge for meals served to children who do not qualify for free or reduced-price meals.
9. The SFA agrees to maintain children on site while meals are consumed.
10. The SFA agrees to maintain documentation of the following for each serving site: program operating and administrative costs; funds accruing to the program; training of staff; monitoring of sites; the number of meals prepared/delivered, by type, each day; the number of complete first meals, complete second meals, excess meals or left-over meals, meals to program adults and meals to non-program adults served each day; daily meal production records; and daily menus.
11. The SFA may serve and claim up to two (2) meals or one (1) meal and one (1) snack within the approved meal time each day. The SFA cannot serve and claim lunch and supper on the same day, at the same site. Approved camp and migrant site sponsors may serve and claim up to three (3) meals each day or two (2) meals and one (1) snack. Approved camp and migrant site sponsors may claim lunch and supper on the same day at the same site.
12. The SFA agrees to monitor each site according to regulations.
13. The SFA agrees to meet the training requirement for its administrative and operational personnel as required under 225.15 (d)(1).
14. The SFA agrees to retain final financial and administrative responsibility for its program.



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AT-RISK AFTERSCHOOL MEALS COMPONENT of the CACFP:

(Applicable to those SFAs participating in At-Risk Afterschool Meals)

1. Provide proof that all non-school affiliated at-risk sites are in compliance with all state and local health and safety requirements for certifications.
2. Provide organized, regularly scheduled education or enrichment activities in a structured and supervised environment for children in a nonresidential setting.
3. Provide snack and/or meal at no charge to all children through the age of 18.
4. Receive reimbursement at the applicable free rate for all snacks or meals served. If meals or snacks are served during the school week, service time must be after the school day. Meals/snacks may be served on weekends or during school breaks (not including summer break) and vacations throughout the regular school year.
5. Operate in an attendance area of a school where at least 50% or more of the children are eligible ("area eligible") for free or reduced-price school meals.
6. Operate as a public program or have tax-exempt status under the Internal Revenue Code of 1986 (501c3).
7. Maintain menus for each snack and/or meal service.
8. Maintain daily production records of food prepared and served.
9. Serve meals/snacks in accordance with NSLP meal pattern requirements or CACFP meal pattern requirements.
10. Maintain daily records indicating the number of children in attendance, and all other records required by ADE. The SFA shall not claim more than one (1) meal and more than one (1) snack per child per day. The SFA will claim only snacks/meals served to children age eighteen (18) and under, including children who were eighteen (18) at the beginning of the program year. Schools claiming snack under NSLP, may claim a meal, but cannot claim snacks under At-Risk Meals.
11. Document training sessions for management and staff including dates, locations and topics.
12. All expenses must be allocated to the non-profit school food service account. SFAs may follow the NSLP procurement standards in 7 CFR 210.21 in lieu of CACFP procurement standards at 7 CFR 226.22.
13. Document revenue from participant payments, federal reimbursement, food sales to adults, and donations.
14. Provide adequate supervisory and operational personnel for management and monitoring.



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15. Conduct site reviews two times per year: the first review should occur during the first four weeks of operation and the second review can occur at any time prior to the end of the school year.
16. Certify that responsible principals are not on USDA's National Disqualification List.

CLEAN AIR/CLEAN WATER ACT COMPLIANCE

(Applicable to SFAs receiving \$100,000 or more in federal funds)

1. The SFA agrees that any facility to be utilized in the performance of this Agreement is not listed on the Environmental Protection Agency ("EPA") List of Violating Facilities (the "List") as of the date of submitting this Agreement.
2. The SFA further agrees that it shall not use any facility on the List in the performance of this Agreement for the duration of the time that any such facility remains on the List.
3. The SFA further agrees to notify the AGENCY if it intends to use in the performance of this Agreement any facilities on the List or learns or knows that the facility being used has been recommended to be placed on the List.
4. The SFA additionally agrees that it shall, in the performance of this Agreement, comply with all requirements of the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Clean Water Act (33 U.S.C. § 1251 et seq.) including the requirements of section 114 of the Clean Air Act and Section 308 of the Clean Water Act and all applicable Clean Air standards and Clean Water standards.
5. The SFA further agrees that it shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738 and EPA regulations found in 40 CFR part 15 (which prohibit the use of facilities on the List). In addition to notifying the AGENCY of facilities to be used which are on the List, SFA also agrees to notify the EPA Assistant Administrator for Enforcement.



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CERTIFICATION PAGE

(Applicable to SFAs with governing boards only;
must be completed and signed before signature page.)

INSTRUCTIONS: The following information must be inserted into the Certification Section below.

- (1) County in which the governing board is located.
- (2) Name of governing board member authorized to sign this certification page.
- (3) City in which governing board meeting regarding the Food Program Permanent Service Agreement was held.
- (4) Date of governing board meeting.
- (5) Legal name of the SFA.
- (6) Name of designated official who will be signing the Food Program Permanent Service Agreement (same designated official as on line 1 of the signature page of this Agreement).
- (7) Signature of governing board member (same name as on line (2) of this certification page).
Please note that a governing board member *cannot* designate himself or herself as the *Designated Official*.

CERTIFICATION

State of Arizona)

County of (1) Maricopa)

I, (2) Ylenia Aguilar, the duly appointed or elected and qualified
Name of Governing Board Member

member of, and acting on behalf of the governing board, do hereby certify that during a regular meeting held in (3)
Phoenix Arizona, on (4) 11/17/2020, this governing board, by motion made, seconded
and carried, approved and authorized execution of an agreement between the (5)
Osborn Elementary District and the State Board of Education (BOARD) for the purpose of
participating in the National School Lunch Program, School Breakfast Program, and/or Special Milk Program, for the period
beginning July 1, 2019.

(6) Cory Alexander has been designated by the governing board to sign this Agreement.
Name of Designated Official
(Cannot be the same as (2) above)

I further certify that this meeting was duly noticed, called and convened and was attended by a majority of the members of the
governing board and that approval has not since been altered or rescinded.

(7) 
Signature of Governing Board Member
(Same as (2) above)



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SIGNATURE PAGE

AGREED TO AND SIGNED:

Cory Alexander
 1. CN Director

 (Print or Type Name and Title)



Cory Alexander (Dec 3, 2020 13:12 MST)
 (Signature of Designated Official if applicable)
 [Same as item (6) on Certification Page]

Osborn Elementary District

 (SFA)

12-3-2020

 (Date)

Address 1226 W. Osborn Road, Phoenix, AZ 85013

OTHER AUTHORIZED SIGNERS

2. Michael Robert
 Superintendent

 (Print or Type Name and Title)



Michael Robert (Dec 3, 2020 13:14 MST)
 (Signature)

3. Colleen Toscano
 Chief Operating Officer

 (Print or Type Name and Title)



Colleen Toscano (Dec 3, 2020 14:15 MST)
 (Signature)

4. Aubree Potter-Davis
 Chief Officer for Learning & Equity

 (Print or Type Name and Title)



Aubree Potter-Davis (Dec 3, 2020 14:45 MST)
 (Signature)

FOR OFFICIAL USE ONLY
STATE BOARD OF EDUCATION

Melissa Conner
Melissa Conner (Dec 3, 2020 15:14 MST)

December 3, 2020

 (Date)

(Superintendent of Public Instruction or Designee)
 1535 West Jefferson, Phoenix, Arizona 85007

Signature: Karil Hurst
Karil Hurst (Nov 25, 2020 12:03 MST)

Email: Karil.Hurst@azed.gov

Signature: Holly Danielson
Holly Danielson (Dec 4, 2020 14:25 MST)

Email: Holly.Danielson@azed.gov

OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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

Agenda Item Number – IV-J-2

Agenda Item

**Approval of the Memorandum of Understanding between Assistance League of Arizona
and the Osborn School District for the 2024- 2025 SY**

For Board: Action Discussion Information

Background –

Osborn School District, in collaboration with the Assistance League of Arizona, will seek to continue to provide support to students and families through Operation School Bell, which provides an experience for students in need to obtain clothing, shoes and books. Further, the Assistance League strives to donate additional resources, including backpacks, toiletries and other items when possible.

Legal

Financial

Governing Board Goals

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

Recommendation

It is recommended that the Governing Board approve the renewal of the agreement with Assistance League for the 2024-2025 school year.

Moved _____ Seconded _____ P/F



This Memorandum of Understanding is between
Assistance League® of Phoenix
 and
Osborn School District

If agreed upon, this MOU is valid for 5 years, however either party can terminate the agreement with a 30-day notice.

Assistance League of Phoenix partners with K-8th Title I schools that have 70%+ free/reduced lunch students to distribute the **Operation School Bell** program. Schools designate students on the free/reduced lunch program that are most in need to receive new clothing, shoes, and other essentials. In coordination with the partner school, ALP's Delivering Dreams Buses (mobile dressing center) visits the school on scheduled date(s) to provide on-site distribution of the items. There is no cost to the schools, district, or families. Partner schools receive two visits each school year, and up to 50 students can be served on each visit (In total, up to 100 students per school unless additional students are sponsored by a donor). Throughout the school year, if there are emergencies cases (i.e., homeless, house fire, etc.) that arise, schools can submit requests for Emergency Bags through our online portal. This number is not counted into the 100-student allotment. The following schools in **Osborn School District** are eligible to participate in the program:

Clarendon Elementary School	Encanto Elementary School	Longview Elementary School
Osborn Middle School	Solano Elementary School	-----

Due to the wait list of districts/schools wishing to participate, if an approved school does not participate or does not utilize at least 70% of their allotment for (2) consecutive years; they may be moved to ineligible or have their allotment decreased.

EXPECTATIONS OF THE PARTNER SCHOOLS

- Provide a designated contact person to be the liaison to Assistance League of Phoenix.
- The designated contact person will coordinate with ALP's Program Manager to schedule date(s) for school to be served.
- When scheduling, indicate whether the school is uniform or non-uniform. If uniform, indicate colors allowed for tops and bottoms. *If the school requires a school logo on the shirts, it will be the responsibility of the school. ALP only provides the shirts.
- The school contact and ALP Program Manager should connect at the beginning of each semester and again, no less than 10 school days out from scheduled event date to reconfirm details.
- School is responsible for selecting up to 100 eligible students to participate in the program.
- Fill out the program document that indicates parking location on school campus for the Delivering Dreams Bus to park/ program distribution.
- Fill out the program documents that indicates student eligibility - Income Verification Form and Photo Release. (Paperwork must be filled out prior to Bus visit)
- If needed, provide 3-4 staff or parent volunteers to assist on scheduled event day (unless otherwise noted)
- Complete a program evaluation at the end of the school year.
- Day of the dressing, school coordinator should communicate to the Driver which students cannot have photos taken.



- For Emergency Bags, school contact will need to fill out online order form and arrange to have bags picked up from ALP once they have been completed.

EXPECTATIONS OF ASSISTANCE LEAGUE OF PHOENIX

- Schools participating in Operation School Bell shall receive wardrobe packages for up to 100 students (approx. 50 each visit). Schools can schedule two visits each school year.
- Wardrobe packages are for uniform or non-uniform schools. Each wardrobe package includes two bottoms (pants/shorts/skorts), three tops, one sweatshirt or zip-up hoodie, one pair of shoes, six pair of socks, six underwear, one book and one hygiene kit (includes soap, deodorant, toothpaste, (4) toothbrushes, comb, brush) and a new book.
- ALP will have a Program Manager oversee the scheduling of schools, fulfillment of Emergency Bags, and program evaluation. The Program Manager will be the ALP contact for all the partner schools.
- ALP will send the Delivering Dreams mobile dressing to the school on the scheduled event date to distribute wardrobe packages. We bring an overflow of products to ensure that we have enough sizes/styles; however, if we do not have a size that is needed, we will provide an "IOU" to the school and bring the missing item(s) back to the school as soon as possible.
- If partner schools have emergencies that arise during the school year (i.e., house fire, homeless, etc.); and they submit a request through the online portal, ALP will put together the wardrobe package or items needed and have them ready for pick-up within 48 hours.
- ALP will ensure that every Delivering Dreams Bus driver has a valid fingerprint clearance card.
- The Program Manager will give each school contact the evaluation to be completed by the end of the school year.
- The Program Manager will make the calendar available to all school contacts in May for the following school year.

By signing, each Partner agrees to abide by the expectations set forth.

School District: Osborn School District

Michael Robert, Ed.D., Superintendent

Signature _____

A handwritten signature in blue ink, appearing to read 'M. Robert', is written over the signature line.

Date: _____

8-16-23

Assistance League of Phoenix

Aimee Runyon, Chief Executive Officer

Signature: _____

A handwritten signature in blue ink, appearing to read 'Aimee Runyon', is written over the signature line.

Date: April 28, 2023

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING
BETWEEN
ASSISTANCE LEAGUE OF PHOENIX AND
OSBORN ELEMENTARY SCHOOL DISTRICT
FOR OPERATION SCHOOL BELL AGREEMENT**

The following terms are hereby added to the Agreement between Assistance League of Phoenix (“ALP”) and the Osborn Elementary School District (“District”) in compliance with Arizona law:

1. **Arizona Law.** This Agreement is made in the State of Arizona and shall be interpreted by the laws of the State of Arizona. Any dispute arising out of or relating to this Agreement shall be brought in the Maricopa County Superior Court.
2. **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.
3. **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.
4. **Non-appropriation.** The 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 neither party shall activate this non-appropriation provision for its convenience or to circumvent the requirements of this contact, but only as an emergency fiscal measure.
5. **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. 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.

6. **No Boycott of Israel.** To the extent applicable, the parties hereby certify 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.
7. **No Forced Labor of Ethnic Uyghurs.** To the extent A.R.S. § 35-394 is applicable, ALP hereby certifies it does not currently, and for the duration of this Contract shall not use: (A) the forced labor of ethnic Uyghurs in the People's Republic of China, (B) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and (C) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
8. **Compliance with Governing Board Policies and Procedures.** ALP shall comply with applicable Governing Board policies.
9. **Indemnification.** To the extent allowed by law, ALP agrees to indemnify and hold harmless the District from all injuries to persons or property caused by acts or omissions of ALP constituting negligence or intentional misconduct and arising out of ALP's activities under this Agreement. In the event of concurrent liability, the parties shall have the right of contribution from each other to the extent allowed by law. This indemnification provision shall survive termination of the MOU and remain in effect.
10. **Absence of Partnership or Joint Venture.** The Parties agree that they are not engaging in either a partnership or a joint venture. Employees of the District shall remain employees of the District and shall not be deemed to be the employees or independent contractors of Contractor. Employees and Independent Contractors of ALP shall remain employees of the ALP and shall not be deemed to be employees of the District.
11. **Effect of Addendum.** Except as expressly modified by the provisions of this Addendum, the underlying agreement shall continue in full force and effect. In the event any inconsistencies exist between the terms of this Addendum and the underlying agreement, this Addendum shall control. This Addendum is hereby incorporated by reference into the underlying agreement.

[Signature page to follow]

School District:

Osborn Elementary School District

Michael Robert, Ed.D. Superintendent

Signature  Date: 8-16-23

Assistance League of Phoenix

Aimee Runyon, Chief Executive Officer

Signature  Date: 8-17-2023

OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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

Agenda Item Number – IV-J-3

Agenda Item

Approval of Renewal of Affiliation Agreement with ASU School of Social Work for the 2024-2025 school year.

For Board: Action Discussion Information

Background –

Led by Cristina Delgado, lead Social Worker, Osborn is excited to continue partnering with the ASU School of Social Work so that we may support ASU social work intern during the 2024-25 school year. Ms. Delgado will be the main point of contact in Osborn who will coordinate and assign the students to school sites and projects, which may include whole school SEL teaching, classroom lessons, 1 on 1 counseling, group counseling, being apart of the interdisciplinary team who makes decisions on Tier I,II,III supports, providing resources to our school community and identifying/supporting our McKinney Vento population, completing home-visits as needed, attending IEP meetings and professional development, classroom observations, assisting with the Osborn Open Kitchen (weekend food bags) distribution, and working closely with our behavioral health partner (Valle Del Sol).

In turn, ASU will provide an administrative framework, including designating a faculty member or other representatives to coordinate scheduling, provide course information and objectives, and assist in advising students. In addition, ASU will be responsible for developing and carrying out procedures for student selection and admission.

Legal

Financial

Governing Board Goals

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

Recommendation

It is recommended that the Governing Board approve the renewal of Affiliation Agreement with ASU School of Social Work for the 2024-2025 school year.

Moved _____ Seconded _____ P/F

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

SPONSOR DETAILS				ASU DETAILS	
Sponsor Name:	Osborn School District			Walden College of Social Work	College of Social Work
Type of Agreement: (check all that apply)	<input checked="" type="checkbox"/> SPA	<input type="checkbox"/> Paid SPA	<input type="checkbox"/> Sponsor's Agrmt.	<input type="checkbox"/> Addendum	Program Name: School of Social Work BSW & MSW
Agreement Term: (maximum 5-year period)	Start Date: 08/08/2022 MM/DD/YYYY	End Date: 08/08/2027 MM/DD/YYYY	Title: Manager of Field Education		
Street Address 1:	226 W. Osborn Rd.			TEL:	(602)496-1290
Street Address 2:				URL:	http://socialwork.asu.edu/field
City/ST/ZIP:	Phoenix City	AZ State	85013 ZIP		
Contact Name:	Cristina Delgado, MSW				
Title:	Lead School Social Worker				
E-mail:	cdelgado@osbornsd.org				
TEL:	602-707-2335				
URL:	https://www.osbornnet.org/				

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

Educational Opportunity:	<p>Located in the heart of Phoenix, Osborn School District is a public school system serving more than 2,800 students. Founded in 1879, Osborn has become one of the most trusted School Districts in Arizona as it serves families from all across Maricopa County. Osborn has four elementary schools, one middle school, one community school, and most recently, an online school called Osborn iSchool.</p> <p>Educational Opportunities: Interns will be able to learn and experience the various hats school social workers have in a school setting. Some of these include but are not limited on: whole school SEL teaching, classroom lessons, 1on1 counseling, group counseling, being apart of the interdisciplinary team who makes decisions on Tier I,II,III supports, providing resources to our school community and identifying/supporting our McKinney Vento population, completing home-visits as needed, attending IEP meetings and professional development, classroom observations, assisting with the Osborn Open Kitchen (weekend food bags) distribution, working closely with our behavioral health partner (Valle Del Sol), and so much more!</p> <p>Schedule: Any week-days from 7:30AM-3:30PM all in-person.</p> <p>Pre-Placement Requirements: background check, drug testing, fingerprint clearance card, TB test, and proof of vaccination.</p>
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STUDENT PLACEMENT AGREEMENT

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

Start Date: 08/08/2022

End Date: 08/08/2027

FACILITY: Osborn School District
226 W. Osborn Rd.
Phoenix AZ 85013

UNIVERSITY: Watts College of Public Service and Community Solutions
411 N. Central Avenue, Ste 750 Mail Code: 3520
Phoenix AZ 85004-2163

Signed: DocuSigned by:
Aubree Potter Davis April 7, 2022
DCECTEA20CA17446...
Aubree Potter Davis
Printed: _____
Title: Chief Officer for Learning & Equity

Signed: DocuSigned by:
Cynthia Lietz April 7, 2022
1C5B0A489ADD4EF...
Cynthia Lietz
Printed: _____
Title: Dean

Signed: _____
Printed: _____
Title: _____

1. DURATION

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

Start Date: 08/08/2022 **End Date:** 08/08/2027

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

2. GENERAL TERMS

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

3. FACILITY'S OBLIGATIONS

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

4. UNIVERSITY'S OBLIGATIONS

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

5. UNIVERSITY AND STATE REQUIRED PROVISIONS

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

5. UNIVERSITY AND STATE REQUIRED PROVISIONS

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

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

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

6. MISCELLANEOUS

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

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

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

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

OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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

Agenda Item Number – IV-J-4

Agenda Item

Approval of Renewal of the MOA with Southwest Human Development for Early Head Start/Head Start 2024-2025

For Board: Action Discussion Information

Background –

Osborn School District and Southwest Human Development Early Head Start/Head Start seek 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. To support children’s optimal development and readiness for school entry and success. To address the unique strengths and needs of the local population, such as homeless, migrant, or non-English speaking families. To promote collaboration regarding shared use of transportation, facilities, and other resources, as appropriate. To promote further collaboration to reduce duplication and enhance efficiency of services. To define the roles and responsibilities of the named parties toward coordination and greater collaboration; enhance linkages and relationships; and exchange information on the provision of educational and non-educational services. 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.

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 Memorandum of Agreement between Southwest Human Development Early Head Start/Head Start and Osborn School District

Moved _____ Seconded _____ P/F

A Memorandum of Agreement Between
Osborn School District *and* Southwest Human Development
Early Head Start/Head Start 2024-2025

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

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

Date

OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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

Agenda Item Number – IV-J-5

Agenda Item

**Approval of Renewal of the MOU with Southwest Human Development for SPED
Preschool Services 2024-2025**

For Board: Action Discussion Information

Background –

Osborn School District, in collaboration with Southwest Human Development Head Start, seeks to establish working procedures between OSD and SWHD/HS in the provision of services to preschool children eligible for special education in compliance with Federal and Arizona State laws and regulations.

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 Memorandum of Understanding between Southwest Human Development Head Start and Osborn School District

Moved _____ Seconded _____ P/F

MEMORANDUM OF UNDERSTANDING
BETWEEN
OSBORN SCHOOL DISTRICT
AND
SOUTHWEST HUMAN DEVELOPMENT HEAD START

This Agreement is between the Osborn School District (OSD) and Southwest Human Development Head Start (SWHD/HS) Program for the period of July 1, 2024, to June 30, 2025.

I. Purpose Statement

The purpose of this Agreement is to establish working procedures between OSD and SWHD/HS in the provision of services to preschool children eligible for special education in compliance with Federal and Arizona State laws and regulations.

It is the intent of this Agreement to:

- A. Define which service will be provided by each Agency.
- B. Ensure that children eligible for preschool special services receive a free and appropriate public education, as required by law, in the least restrictive environment (LRE), and that timelines for services are met.
- C. Ensure that each Agency cooperatively maintains communication and shares leadership responsibility at the local level to ensure that available resources are utilized in the most effective manner.
- D. Ensure that cooperative arrangements between OSD and SWHD/HS are developed, implemented and preserved.

This Agreement applies only to preschool children with disabilities ages three years to non-kindergarten eligible five-year-olds in accordance with OSD policy. Children with disabilities who turn 3 years old after September 1st will be considered for HS placement on a case-by-case basis and by mutual consent of HS Director and OSD staff.

II. Program Mandates

- A. Responsibility of School District
 - 1. To locate and identify preschool children with disabilities through a Child Find effort which includes a process for screening.
 - 2. To assure that special education services to preschool children with disabilities are provided in accordance with the Individuals with Disabilities Act (IDEA).
 - 3. To submit and maintain Arizona Special Education census and attendance data on all eligible preschool children with disabilities, including all eligible children

enrolled in SWHD/HS Programs within OSD, for funding entitlement and budget preparation.

B. Responsibility of the SWHD/HS Program

1. Recruit, enroll, and serve eligible children. According to Federal Regulation, no less than 10 percent of the total number of enrollment opportunities in HS programs shall be available for children with disabilities of all levels of severity who are eligible to participate.
2. Screen all HS children, within 45 days of enrollment, for potential problems in the required areas of development.
3. Assure that children with disabilities receive all services to which they are entitled under the HS Program Performance Standards for Children with Disabilities (45 CFR, Part 1308).

III. Program Description

A. OSD offers a variety of service delivery options for preschool children with disabilities. The SWHD/HS sites located within the consortium are considered part of a continuum of placement options for preschool children with disabilities. OSD and SWHD/HS work cooperatively in providing services to meet the provisions of the IEP's for children in SWHD/HS.

B. SWHD/HS is a federally funded preschool program. The grantee agency is Southwest Human Development, Inc. SWHD/HS operates the following sites and classrooms within the Osborn School District.

Longview School	1209 E. Osborn Rd.	1 extended day class (8:00-2:00 pm)
Phoenix College	3310 N. 10 th Ave	1 full day classe (7:00 am – 5:30pm) 1 extended day class (8:00-2:00 pm)
Solano School	1526 W. Missouri	1 full day classe (7:00 am – 5:30pm) 1 extended day class (8:00-2:00 pm)
Montecito School	715 E. Montecito Ave.	1 full day classe (7:00 am – 5:30pm)

Enrollment opportunities in each of these classes will be available for children with IEPs identified by the district. These enrollment opportunities will be available throughout the school year in an effort to maintain 10% enrollment of children with disabilities. Placement of children with disabilities will not exceed 50% of the class enrollment.

C. Southwest Human Development is a non-profit human services organization which provides comprehensive services for young children and families who are at-risk or have

special needs.

IV. Service Implementation

A. Child Find/Screening/Referral

1. OSD will:
 - a. Coordinate with SWHD/HS to inform and include them as appropriate in Child Find activities.
 - b. Coordinate with SWHD/HS to determine opportunities for joint recruitment and screening efforts.
 - c. Refer children classified with a disability when SWHD/HS is a placement consideration.
2. SWHD/HS will:
 - a. Coordinate with OSD on Child Find screening activities, including developing agreed upon procedures for such coordination.
 - b. Coordinate with OSD to determine opportunities for joint recruitment and screening efforts.
 - c. Make arrangements for a Family Support Specialist to assist families with the SWHD/HS application process, as needed.
 - d. When the SWHD/HS program is full, refer any family who has a child with a suspected disability on the HS wait list to OSD for district Child Find.
 - e. Contact OSD when SWHD/HS enrollment opportunities become available to ensure 10% enrollment of children with disabilities.
 - f. Conduct summer playgroup observations for children referred by HS based on parent concerns regarding child's development during the application process.
 - g. During the school year, send copies of SWHD/HS screening results to OSD service provider personnel.

B. Comprehensive Evaluation

1. OSD will:
 - a. Conduct comprehensive developmental evaluations, for children who do not pass HS screenings and are observed by OSD special services personnel, in accordance with State guidelines.
 - b. Prior to the school year, refer children for SWHD/HS placement who are eligible for services based on evaluation results and who will be considered for placement in HS.
 - c. The Integrated Services Manager - Disabilities will notify the site Family Support Specialist to begin the HS application process for placement in HS.
 - c. Provide copies of IEPs and evaluation reports to SWHD/HS.

C. Eligibility Determination/Individualized Education Program (IEP) Development

1. OSD will:

- a. Schedule meetings SWHD/HS in order to determine child eligibility, develop IEP and commit resources of the district.
 - b. Provide SWHD/HS with OSD evaluation and IEP documents.
 - c. Provide information to SWHD/HS for families regarding registration into the appropriate home school for children determined eligible for services.
 - d. Determine with SWHD/HS the roles and responsibilities regarding special equipment and any additional staff needed to accommodate the child.
2. SWHD/HS will:
- a. Make arrangements for appropriate SWHD/HS personnel to attend meetings to determine eligibility and develop IEPs scheduled for children who have been evaluated.
 - b. Once school begins, if additional staff is needed to safely accommodate a child with a disability, the ISM-Disabilities will contact the district to discuss options and the possibility of reconvening the IEP team.
 - c. Make arrangements for SWHD/HS personnel to attend kindergarten transition meetings to determine eligibility and develop IEPs.

D. Placement

- 1. OSD will:
 - a. Provide a continuum of placement options for preschool-school children with disabilities of which HS is one option.
 - b. Refer children with disabilities to SWHD/HS when an enrollment opportunity becomes available.
- 2. SWHD/HS will:
 - a. Provide enrollment opportunities for children with disabilities to be used by OSD as a placement option as determined by the IEP Team
 - b. When appropriate, enroll children with disabilities referred by OSD in SWHD/HS slots.
 - c. Inform OSD when enrollment opportunities become available during the school year to maintain 10% enrollment of children with disabilities.

E. Specific Program Service Delivery

- 1. OSD will:
 - a. Provide speech therapy services for children enrolled in SWHD/HS who require the services.
 - b. Provide psychological assessments for kindergarten transition, as needed, for children enrolled in SWHD/HS.
 - c. Provide all IEP in alignment with school district procedures to SWHD/HS.
 - d. Provide other related services, including specialized school nursing services as needed and mutually agreed upon for SWHD/HS children eligible for special services.
- 2. SWHD/HS will:

- a. Assist with coordination of schedules for OSD special services personnel.
- b. Provide information to OSD special services personnel regarding any changes in classroom schedule (staff meetings, monthly meetings etc.).
- c. Provide opportunities for children to practice and generalize, within naturalistic environments, the skills developed through work with special education staff.
- d. Assist with coordination of Monthly Planning Meetings.
- e. Provide all necessary attendance reports to OSD, as requested.
- f. Monitor to ensure that the frequency and focus of special services are in alignment with the IEPs.
- g. Provide all necessary classroom assessment data to OSD for the purposes of evaluation and IEP development.

F. Procedure for Hiring and Supervising Staff Providing Special Services

- 1. OSD and SWHD/HS will:
 - a. Hire and supervise staff according to their own program policy and procedure.
 - b. Provide orientation for staff regarding each program's regulations, requirements, goals, service delivery model, procedures and the interagency agreement as needed.

V. Confidentiality

- 1. OSD and SWHD/HS shall follow the requirements outlined in the Family Education Right to Privacy Act (FERPA).

VI. Training and Technical Assistance

- 1. OSD and SWHD/HS will:
 - a. Notify one another of pertinent training sessions for parents and staff.
 - b. Plan joint training workshops to address topics identified by both agencies.

VII. Parent Involvement Activities

- 1. OSD and SWHD/HS will:
 - a. Include parents of children with disabilities in all parent training and activities, including transition activities into kindergarten.
 - b. Invite parents of children with disabilities to all meetings regarding the child's progress.
 - c. Explain procedural safeguards available to parents of children with disabilities.

VIII. Transition:

- 1. OSD will:
 - a. Schedule and facilitate meetings for 3-year-old children transitioning from early intervention programs into SWHD/HS.
 - b. Discuss as a team the need for re-evaluation and possible placement options for children with disabilities. Include district representatives from the

- receiving home school at the transition meeting to determine eligibility, placement and IEP development for children entering kindergarten.
 - c. If multiple placement options will be available for a child, assist parents in observing possible placements.
 - 2. SWHD/HS will:
 - a. Participate in meetings for children transitioning from early intervention programs to SWHD/HS and from SWHD/HS to kindergarten.
 - b. For children transitioning to kindergarten, participate in discussions about the need for re-evaluation.
 - c. If multiple placement options will be available for a child, assist parents in observing possible placements.
 - d. When possible, schedule observations of SWHD/HS children with disabilities for receiving district teachers and/or psychologists.
 - e. Schedule and coordinate end of year transition meetings with OSD.

IX. Dispute Resolution

In the event that misunderstandings or differences of opinion occur with regard to policies and procedures necessary to accomplish these objectives, the staff and appropriate supervisor from the respective agencies will meet to reach a solution. In the event that a resolution is not achieved, the assistant directors or their agency counterparts will meet to resolve the issue.

X. Termination/Review

This Memorandum of Understanding will be reviewed and revised by OSD Special Education Director, SWHD/HS Director, and the Southwest Human Development Chief Executive Officer on an as needed basis or at least once annually. This Agreement may be terminated by any party upon thirty (30) days written notice.

Mariah Kelly-Hatcher
 Director of Student Services
 Osborn School District

Date

Eve Del Real
 Head Start Director
 Southwest Human Development

Ginger Ward
 Chief Executive Officer
 Southwest Human Development

Date

Date

OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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

Agenda Item Number – IV-J-6

Agenda Item

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

For Board: Action Discussion Information

Background –

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

This agreement provides:

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

Legal

Financial

Governing Board Goals

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

Recommendation

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

Moved _____ Seconded _____ P/F

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

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

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

Scope of Agreement: This agreement provides:

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

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

Agreement Provision: SWHD HS/EHS funding designated for Osborn School District requires an in-kind match of 25%. **Osborn School District agrees to provide the following 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):
 - Wolfrap – a program that teaches children basic academic and life skills through active participation in performing arts activities with professional artists in the classroom by exposing children to dancers, musicians, puppeteers and the theater – to be determined.

Insurance:

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

Signatures:

For the Osborn School District

Dr. Michael Robert
Osborn School District Superintendent

Date

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

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

Date

OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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

Agenda Item Number – IV-I-7

Agenda Item

Renewal of Agreement with Rooted Sol for the 2024/2025 school year.

For Board: Action Discussion Information

Background –

Osborn School District, in collaboration with Rooted Sol, seeks to further support student well-being and health at Osborn Middle School. Rooted Sol is a nonprofit organization dedicated to empowering teens as they embark on their unique journeys. Rooted Sol club will function as a part of the school's 21st Century Community Learning program. The club will take place on a weekly basis and topics include sound and meditation, self-portraits, yoga, microgreen growing, rock painting, poetry, healthy snack prep, gardening, and sustainability.

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 Services Agreement between Rooted Sol and Osborn School District.

Moved _____ Seconded _____ P/F

MEMORANDUM OF UNDERSTANDING
August 1, 2024 through July 31, 2025

Rooted Sol and Osborn School District



Osborn School District hereinafter referred to as the “District” and **Rooted Sol** agree to a collaborative approach to supporting student health and well-being.

The purpose of this memorandum of understanding is to outline the scope of services to be provided by Rooted Sol to Osborn District students, namely at Osborn Middle School and responsibilities of the District.

Rooted Sol Club, an after-school program, will provide programming to students at Osborn Middle School. Rooted Sol is a nonprofit dedicated to empowering teens as they embark on their unique journeys. Rooted Sol club will begin with mindful breathing and affirmations as well as a unique topic for the week centered around body and mental wellness. Club topics include sound and meditation, self-portraits, yoga, microgreen growing, rock painting, poetry, healthy snack prep, gardening, and sustainability. Young people receive great benefit from wellness practices like yoga which supports healthy sleep habits, reduced anxiety, increased focus, and increased strength.

This MOU is effective from September 1, 2023, through June 30, 2024.

Rooted Sol will:

Provide students with club topics to include sound and meditation, self-portraits, yoga, microgreen growing, rock painting, poetry, healthy snack prep, gardening, and sustainability.

1. Ensure staff working with students obtain/retain up-to-date fingerprint clearance cards and have submitted to a background check administered by Rooted Sol.
2. Maintain a valid general liability insurance policy with minimum coverage of \$1,000,000 per occurrence and \$3,000,000 aggregate.
3. Be responsible for obtaining signed permission slips from all participants’ families/guardians and providing copies to Osborn 21st CCLC District Coordinator to keep on file.
4. Rooted Sol Club is designed for the students to bring wellness practices home for prolonged benefit and even bonding and relationship nurturing with their parents, caregivers, and family.

5. Communicate with Osborn 21st CCLC regarding any program changes, including staff, schedules, and students.
6. When invited, attend staff and school board meetings to inform the community of collaboration activities, specific needs, and volunteer opportunities.

Osborn School District will:

- * Promote the program through 21st CCLC site coordinators and related 21st CCLC communication to the community.
- * Provide for any additional safety needs and supplies as reasonably necessary to participate in activities.
- * Ensure 21st CCLC District Coordinator will serve as liaison between said organization and District to support compliance with program, organization needs, and other related business activities.

TERMS AND CONDITIONS

1. COMPLIANCE WITH APPLICABLE LAWS:

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

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

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

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

1.4 IMMIGRATION AND EMPLOYMENT LAWS: Agency and District

acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA) and agree to comply with IRCA and permit District inspection of personnel records to verify such compliance. Agency and on behalf of any subcontractor, warrants, to the extent applicable under A.R. S. 41-4401, compliance with all federal immigration law and regulations that relate to their employees, as well as compliance with A.R. S. 23-214 (A) which requires registration and participation with the E-Verify Program. Agency shall ensure that all school-based staff meet all state and federal requirements for working with students, children, and parents. Agency facilitators and child care aides have been fingerprinted and criminal background checks have been completed.

2. LICENSES AND PERMITS:

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

3. INDEMNIFICATION:

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

The indemnifying party shall have the right to take over, settle, or defend all claims through counsel of the indemnifying party's choice and under its sole direction, except that the indemnifying party shall not take any action or agree to any settlement that would adversely affect the indemnified party without the indemnified party's written approval. The indemnified party must provide to the indemnifying party reasonable written notice of claim or potential claim, shall make all defenses available to the indemnifying party, and shall give the indemnifying party all assistance and authority, at the indemnifying party's reasonable request.

Each party shall provide evidence of liability insurance to the other party upon request. IN addition, evidence of District's automobile insurance policy shall be provided or the operation of any District owned vehicles that may be used in connection with the Program. District shall provide evidence that Workers' Compensation Insurance is provided to District employees.

- 4. RELATIONSHIP OF PARTIES/EMPLOYMENT DISCLAIMER** Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an

agency, distributor, or representative of the other. Neither party shall act or represent itself directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. In addition, the Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other formal business association or organization of any kind.

5. CONFIDENTIALITY

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

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

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

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

6. NON-APPROPRIATION.

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

7. TERMINATION OF AGREEMENT:

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

Rooted Sol:

Signature

Print Name

Title

Date

Osborn School District:

Signature

Print Name

Title

Date

OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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

Agenda Item Number – IV-I-8

Agenda Item

Renewal of MOU with Phoenix Indian Center for the 2024/2025 school year.

For Board: Action Discussion Information

Background –

Phoenix Indian Center has held a partnership with Osborn School District (OSD) for the last several years by providing a variety of learning experiences to a range of students at both elementary and middle schools.

Phoenix Indian Center and OSD leadership and staff seek to continue the partnership for the academic year and possible summer programming which includes facilitation by trained Phoenix Indian Center staff of the organization’s curriculum to OSD students in grades six through eight. This includes Keepin’ it REAL/ Living in 2 Worlds, a twelve + week course with potential for additional courses and presentations through Summer 2025.

Legal

All facilitators have proper training and hold valid fingerprint clearance cards.

Financial

No cost to the district.

Governing Board Goals

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

Recommendation

It is recommended that the Board approve the renewal of the MOU with Phoenix Indian Center for the 2024/2025 school year

Moved _____ Seconded _____ P/F



MEMORANDUM OF UNDERSTANDING

PHOENIX INDIAN CENTER AND OSBORN ELEMENTARY SCHOOL DISTRICT

The Phoenix Indian Center and the Osborn Elementary School District No. 8 of Maricopa County (on behalf of all its' Elementary School and Middle School Campuses "School" or "District" signatories) enter into this Memorandum of Understanding in consideration of the following:

(1) Osborn Elementary School District will collaborate with the Phoenix Indian Center for Phoenix Indian Center's implementation of their Living in 2 Worlds (L2W)/"keepin' it REAL" program during the Fall 2024 semester through Summer 2025 activities.

(2) The program will be administered by the Phoenix Indian Center on the District's school property in a face-to-face method. If the two parties agree face-to-face is not the best method, it will be administered via distance learning/virtual means as determined by both parties.

(3) Both parties agree the program will be provided by the Phoenix Indian Center with no fee to the District, the participants or their family members.

(4) American Indian/Native American/Alaskan Native and Pacific Islander students in the sixth through eighth grades will be invited to attend the sessions with all participation being voluntary. The District will assist in the outreach to these targeted students and parents for participation in the program.

(5) Participants will attend twelve+ weekly sessions (exact number of days is determined by the length of each session) of the Living in 2 Worlds (L2W)/keepin' it REAL program. The number of necessary sessions is determined by the length of time agreed upon by both parties for each session.

(6) The program may be offered during one or more sessions a week for 45-60 minutes each session during a mutually agreed upon time by both parties.

(7) The District agrees to provide a private weekly meeting space for the program implementation session with no charge for use of physical space.

(8) The Phoenix Indian Center agrees to obtain informed consent forms from all participating students' parents/guardians. The signed consent form authorizes participation in the program and participation in the L2W pre/post surveys. No participant will be allowed to participate in the sessions without signed authorized consent by their parent/guardian. However, youth participants can, at any time, refuse to participate in the survey and it WILL NOT affect their participation in the program sessions

(9) The Phoenix Indian Center will provide a trained Indigenous facilitator for the sessions. All facilitators have been trained in group dynamics in the Living in 2 Worlds (L2W)/keepin' it REAL program. The Phoenix Indian Center program administrators will provide fidelity checks on the administration of the program. The facilitator shall obtain a fingerprint clearance card issued by the Arizona Department of Public Safety.

(10) The program facilitator will serve as the liaison with the school, keeping in close contact with the school's designated person/contact. The program facilitator will ensure that school staff are informed of progress, issues, and concerns.

(11) All Living in 2 Worlds (L2W) special events will be discussed, organized collectively and be pre-approved by school personnel. This may include recruitment and other activities.

(12) Both parties agree that, at the end of the 2024-2025 School year or Summer 2025, they will meet to discuss any necessary changes in this agreement and assure a new agreement is in place for the 2025-2026 school year or give notice of non-renewal.

(13) This Agreement may be cancelled at any time with thirty (30) days written notice to the other party.

About the Program

Living in 2 Worlds (L2W) is a well-researched, evidence-based, cultural/academic program that provides culture specific substance abuse prevention program for American Indian/Alaskan Native (Indigenous) youth in the fourth/fifth through eighth grades. The program was developed by educators specializing in substance abuse, cultural knowledge and is entirely cross walked with state educational standards. The program goal is to increase knowledge of substance abuse prevention with an emphasis on increasing protective factors by using a culturally appropriate response to Refuse | Explain | Avoid | Leave risky situations.

The program is designed with strong parent/caretaker involvement through take home assignments and activities to be completed by the next scheduled session. Parents/guardians will also be included through communication with Phoenix Indian Center for ongoing student support. Phoenix Indian Center also commits to provide information to all youth families about our wrap around services should that family be in need or want to access other services we provide.

The program was developed with Arizona State University, Southwest Interdisciplinary Research Center (SIRC) involvement. SIRC/PIC collaborated on the development and evaluation of the *Living in 2 Worlds (L2W)/keepin' it Real* program development. SIRC served as the local evaluator for the Living in 2 Worlds program, determining the program sessions as being effective and following all Arizona State Standards as determined by the Arizona State Department of Education.

The program is appropriate for student grade levels, thereby augmenting and reinforcing the school's academic programming. Facilitators are Indigenous trained professionals, experienced in group processes, tradition, and the American Indian learning experience. The facilitator assigned to each school maintains a close relationship with the staff the school assigns for oversight, to jointly assure the program operates at its highest level.

(14). Arbitration. The parties acknowledge that, to the extent required by A.R.S. § 12-1518 (concerning claims for monetary damages not exceeding \$50,000), all disputes arising out of, or relating to, this Agreement shall not be subject to court-mandated arbitration, except as may be required by other applicable statutes.

(15). Appropriation of Funds. The parties recognize that the performance by District may be dependent upon the appropriation and allocation of funds by the State Legislature of Arizona. Should the Legislature fail to appropriate, allocate, or make available the necessary funds or if the District's appropriation is reduced during the fiscal year, the District may reduce the scope of this Agreement if appropriate or cancel this Agreement without further duty or obligation. No liability shall accrue to the District in the event this provision is exercised and neither the District nor the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

(16). Conflict of Interest. The District may cancel this Agreement pursuant to A.R.S. § 38-511.

(17). Compliance A.R.S. § 41-4401 – Immigration Laws and E-Verify:

1. To the extent applicable under A.R.S. § 41-4401, each party warrants its and its subcontractors' compliance with all Federal immigration laws and regulations relating to employees and warrants their compliance with the E-Verify requirements under A.R.S. § 23-214(A).
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Agreement and the breaching party may be subject to penalties up to and including termination of the Agreement.
3. The District retains the legal right to inspect the documents of any employee who works on the Agreement to ensure that the other party or its subcontractors is complying with the warranty under subparagraph 1 above.

(18). FERPA. The parties, their employees, and agents shall comply with applicable Federal and state laws pertaining to the maintenance and disclosure of student records, including the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"), and A.R.S. §§ 15-141 and 15-142.

(19). Governing Law. This Agreement shall be governed by, construed, and interpreted in accordance with the law of the State of Arizona. Any judicial proceeding shall be in a court of proper jurisdiction in the County of Maricopa.

(20). Indemnification. To the fullest extent permitted by law, each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party (the "Indemnified Party") from and against any and all losses, damages, claims, or liabilities of any nature, including but not limited to, costs, expenses, and reasonable attorneys' fees, which are threatened, brought against, or incurred by Indemnified Party arising from any actions or omissions of Indemnifying Party or its employees, representatives, or agents under this Agreement, including without limitation, a material breach by any of them of this Agreement.

(21). Nondiscrimination. Both parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or disability shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Both parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin, or disability.

(22). No Partnership or Joint Venture. Each party is an independent contractor and is independent of the other party. Under no circumstances shall any employees of one party be deemed the employees of the other party for any purpose. This Agreement does not create a partnership, joint venture, or agency relationship between the parties of any kind or nature.

(23). 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.

(24). 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.

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

Memorandum of Understanding Approved Signatories:

Osborn Elementary School District

Signature: _____ Date: _____

Name: Dr. Michael Robert

Title: Superintendent of Osborn School District

Phoenix Indian Center

Signature: _____ Date: _____

Name: Jolyana Begay-Kroupa

Title: Chief Executive Officer, Phoenix Indian Center

OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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

Agenda Item Number – IV-I-9

Agenda Item

Approval of the Memorandum of Understanding and lease agreement between Lutheran Social Services of the Southwest and the Osborn School District for the 2024-25 SY

For Board: Action Discussion Information

Background –

Osborn School District, in collaboration with Lutheran Social Services, will seek to increase family and student engagement and support by providing and coordinating additional wrap-around resources. Lutheran Social Services has entered a rental agreement for a space at Solano School in order to provide community-wide outreach services and will offer similar services to our schools. In addition, parent and student learning opportunities will be made available in Osborn preschools which may include such programs as Raising a Reader, Playspot, Zoombeans, and/or Kids in the Kitchen.

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 MOU and lease agreement between Lutheran Social Services of the Southwest and Osborn School District.

Moved _____ Seconded _____ P/F

MEMORANDUM OF UNDERSTANDING

August 1, 2024 through July 31, 2025

Between Lutheran Social Services of the Southwest and Osborn School District



Family Resource Center

Osborn School District hereinafter referred to as the “District” and Lutheran Social Services of the Southwest (LSS-SW) agree to a collaborative approach to family support.

LSS-SW’s Family Resource Center (FRC) provides resource and referral information to identify supports and services available to families. LSS-SW FRCs provide each family with access to information and support on parenting skills, child health, and early childhood development including social, emotional, language and literacy, cognitive, physical, and motor development skills.

LSS-SW FRCs are funded through First Things First. Standards of Practice for Family Resource Centers funded by First Things First require all sites to meet certain criteria, including:

- Family Resource Centers must be visible from the street or have clear street signage to welcome families into the space; and
- Be accessible via walking, public transportation, or driving with adequate parking space for families and community partners; and
- Be open 48 weeks per year; and
- Provide at least one activity for families per business day.

LSS-SW will:

1. Occupy space as outlined in the Lease Agreement. LSS-SW will provide office furniture, computers, and printers for employees.
2. Promote the Collaboration among the Osborn School District community by providing program information regarding services offered and by recruiting volunteers as needed. LSS-SW will serve children and their families by providing information regarding appropriate community resources that will meet their need(s) and classes and workshops to enhance the bond between parents and children, increase literacy, learning and school readiness.
3. Train and supervise volunteers to assist with program needs.
4. Add Osborn School District as additional insured on the LSS-SW liability insurance policy. Volunteers are covered under LSS-SW’s general liability insurance.

MEMORANDUM OF UNDERSTANDING
August 1, 2024 through July 31, 2025
Between Lutheran Social Services of the Southwest and Osborn School District

5. Be responsible for all accounting, management, and financial functions associated with the Collaboration.
6. Provide a secure internet connection to support the Collaboration.
7. Meet as needed with designated Solano School and Osborn School District staff to become aware of events and procedures affecting the district.
8. When invited, attend staff and school board meetings to inform the community of Collaboration activities, specific needs, and volunteer opportunities.
9. Coordinate with staff on a quarterly space calendar.
10. Pay \$1,200 per month to offset utility, space, and cleaning costs.

Osborn School District will:

1. Provide the physical facilities for the Collaboration with maintenance and janitorial support.
2. Refer families to services offered at the FRC within the school district and extended communities.
3. Participate in community needs assessments and program evaluations.
4. Identify a representative (staff member, parent, etc.) to participate on the Family Resource Center Community Advisory Committee.
5. Provide LSS-SW with contact information in the event of an after-hours facility emergency.
6. Whenever possible, notify LSS-SW at least 72 hours in advance if access to occupied space at Solano School will not be available.
7. Provide invoice for monthly payment by the 25 of each month for payment by the first of the next month.

MEMORANDUM OF UNDERSTANDING

August 1, 2024 through July 31, 2025

Between Lutheran Social Services of the Southwest and Osborn School District

TERMS AND CONDITIONS

1. COMPLIANCE WITH APPLICABLE LAWS:

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

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

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

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

1.4 IMMIGRATION AND EMPLOYMENT LAWS: Agency and District acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA) and agrees to comply with IRCA and permit District inspection of personnel records to verify such compliance. Agency and on behalf of any subcontractor, warrants, to the extent applicable under A.R. S. 41-4401, compliance with all federal immigration law and regulations that relate to their employees, as well as compliance with A.R. S. 23-214 (A) which requires registration and participation with the E-Verify Program. Agency shall ensure that all school-based staff meets all state and federal requirements for working with students, children, and parents. Agency facilitators and childcare aides have been fingerprinted and full, with criminal, background checks have been done.

2. LICENSES AND PERMITS:

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

3. INDEMNIFICATION:

To the extent allowed by law, each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party, its principals, members and employees (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims")

MEMORANDUM OF UNDERSTANDING

August 1, 2024 through July 31, 2025

Between Lutheran Social Services of the Southwest and Osborn School District

brought against, incurred by or paid by such other party at any time, in any way arising out of or relating to this agreement, except to the extent finally judicially determined to have resulted from the fault of the indemnified party. This indemnification provision shall apply regardless of the form or action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.

The indemnifying party shall have the right to take over, settle, or defend all claims through counsel of the indemnifying party's choice and under its sole direction, except that the indemnifying party shall not take any action or agree to any settlement that would adversely affect the indemnified party without the indemnified party's written approval. The indemnified party must provide to the indemnifying party reasonable written notice of claim or potential claim, shall make all defenses available to the indemnifying party, and shall give the indemnifying party all assistance and authority, at the indemnifying party's reasonable request.

Each party shall provide evidence of liability insurance to the other party upon request. IN addition, evidence of District's automobile insurance policy shall be provided or the operation of any District owned vehicles that may be used in connection with the Program. District shall provide evidence that Workers' Compensation Insurance is provided to District employees.

4. RELATIONSHIP OF PARTIES/EMPLOYMENT DISCLAIMER

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

5. OWNERSHIP

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

6. CONFIDENTIALITY

Each party is the owner of certain information that it keeps to be confidential and proprietary in nature ("Confidential Information"). For purposes of the Paragraph 5, "Disclosing Party" shall refer to the party that discloses Confidential Information, and "Receiving party" shall refer to the party that receives Confidential Information. Neither

MEMORANDUM OF UNDERSTANDING

August 1, 2024 through July 31, 2025

Between Lutheran Social Services of the Southwest and Osborn School District

party will, during or subsequent to the term of this Agreement, directly or indirectly (a) use any of the Disclosing Party's Confidential Information for the benefit of anyone other than Disclosing Party, or (b) disclose any of the Disclosing Party's Confidential Information to anyone other than an employee, representative or agent of the Receiving party, to whom disclosure of such Confidential Information is necessary for the purposes permitted under this Agreement and who is obligated by written contract to protect the confidentiality thereof in a manner no less stringent than provided herein. Confidential Information does not include information (a) known to Receiving party at the time of disclosure to Receiving Party by Disclosing party, (b) publicly known through no wrongful act of Receiving Party, (c) rightfully received by Receiving Party from a third party who is authorized to make such disclosure, or (d) independently developed by Receiving Party other than pursuant to the Agreement.

The Receiving Party may disclose Confidential Information if required pursuant to applicable law, or under a government or court order; provided that (a) the obligations of confidentiality and non-use shall continue to the fullest extent no in conflict with such law or order, and (b) if and when Receiving party is required to disclose Confidential Information pursuant to any law or order. Receiving Party shall promptly notify Disclosing Party and use reasonable best efforts to obtain a protective order or take other actions as shall prevent or limit, to the fullest extent possible, public access to, or disclosure of, such Confidential Information.

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

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

7. NON-APPROPRIATION.

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

MEMORANDUM OF UNDERSTANDING

August 1, 2024 through July 31, 2025

Between Lutheran Social Services of the Southwest and Osborn School District

8. TERMINATION OF AGREEMENT:

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

Lutheran Social Services of the Southwest:

Signature

Print Name

Title

Date

Osborn School District:

Signature

Print Name

Title

Date

LEASE EXTENSION TERM

The **OSBORN ELEMENTARY SCHOOL DISTRICT NO. 8** a political subdivision of the State of Arizona (the "Landlord") and **LUTHERAN SOCIAL SERVICES OF THE SOUTHWEST** an Arizona non-profit corporation ("Tenant") agree to extend the term of the Lease between the Landlord and Tenant with an Effective Date of August 1, 2024 ("Lease"), as allowed in the Lease agreement.

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 Solano School site described on Exhibit A attached to the Lease (the "Premises").

2. **TERM; RENEWALS.**

(a) The extension term of this Lease shall commence on August 1, 2024 and terminate on July 31, 2025 (the "Term"), unless sooner terminated pursuant to the terms of this Lease.

3. **RENT; SECURITY DEPOSIT.**

(a) Tenant agrees to pay Landlord rent for the Premises per the attached rates in Exhibit B to the Lease 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.

4. **MISCELLANEOUS.**

(a) All other terms and provisions of the Lease remain in full affect.

(b) **All** capitalized terms used in this Lease Extension have the same meaning as defined in the Lease unless expressly defined otherwise herein.

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: _____

STATE OF ARIZONA

County of Maricopa

On _____, 2024, before me personally appeared _____, the _____ of **OSBORN ELEMENTARY SCHOOL DISTRICT NO. 8**, an Arizona school district, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the district.

(Seal and Expiration Date)

Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**LUTHERAN SOCIAL SERVICES OF THE
SOUTHWEST**, an Arizona non-profit
corporation

By: _____

Its: _____

Date: _____

STATE OF ARIZONA

County of Maricopa

On _____, 2024, before me personally appeared _____
_____, the Chief Executive Officer of Luther Social Services of the
Southwest, an Arizona non-profit corporation, whose identity was proven to me on the basis of
satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she
signed the above document on behalf of the school district.

(Seal and Expiration Date)

Notary Public

EXHIBIT A

Description of the Premises

Solano School, Rm. 13, to include office and classroom space.

Intermittent use of cafeteria space, secured outside space (outside of school hours) and parent classroom will be provided on an in-kind basis.

EXHIBIT B

Rental Rates for Space, Utilities and Custodial Services

	Rate/sq ft	Sq per room	# rooms	Total Monthly
Space	\$.25	1000 ft	classrooms	\$250
Utilities	\$.50	1000	classrooms	\$500
Custodial	(30min per night)		\$5,400/year	\$450
TOTAL Monthly				\$1200.00

OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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

Agenda Item Number – IV-J-10

Agenda Item

Approval of Renewal of Agreement with Arizona Dept. of Homeland Security, Cyber Readiness Program

For Board: Action Discussion Information

Background –

The State of Arizona has been awarded funding to provide cyber resources to local and tribal government entities in Arizona. AZDOHS selects, procures, and funds one or more cyber readiness products offered through the Cyber Readiness Program.

Available resources currently include:

- Anti-Phishing / Security Awareness Training (SAT)
- Advanced Endpoint Protection (AEP)
- Converged Endpoint Management (XEM)
- Multi-Factor Authentication (MFA)
- Web Application Firewall (WAF)

To provide these resources, the State is reaching out to local and tribal government entities that do not currently utilize one or more of the resources listed above. Priority will be given to smaller and less-resourced organizations in the order of when requests are received.

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 renew the agreement of Osborn School District with ADOHS Cyber Readiness Program as presented.

Moved _____ Seconded _____ P/F

Agreement
Between
The State of Arizona Department of Homeland Security
And
Osborn School District (each, a "Party")

Recitals:

- a. State of Arizona Department of Homeland Security (hereinafter "AZDOHS") is an agency of the State of Arizona and operating pursuant to Title 41 of the Arizona Revised Statutes.
- b. Osborn School District (hereinafter "Osborn SD") is a political subdivision of the State of Arizona.
- c. AZDOHS, pursuant to Arizona Revised Statutes (hereinafter "ARS") 41-4282, is responsible for the State of Arizona's enterprise cyber security strategy, manages the Statewide Cyber Readiness Program (hereinafter "Program"), and possesses certain skills, tactics, techniques and procedures and other Confidential Information pertaining to certain cyber readiness operations and the administration thereof as further defined in this Agreement (hereinafter, "Agreement"), which AZDOHS desires to share with Osborn SD and/or use to aid Osborn SD and its cyber operations, pursuant to the direction of the Governor of the State of Arizona. AZDOHS selects, procures, and funds one or more cyber readiness products which may change over time depending on the evolution of cyber security requirements (hereinafter "Products") offered through the Program. AZDOHS desires to assist Osborn SD in Osborn SD's use of one or more of the Products, as outlined in this Agreement, which will benefit Osborn SD's cyber operations.
- d. Osborn SD has opted to participate in the Program, to deploy and operationalize one or more of the Products, and desires to work with AZDOHS and is seeking assistance from AZDOHS regarding skills, tactics, techniques, and procedures pertaining to the Products, as outlined in this Agreement, which also will benefit AZDOHS.

Based upon the mutual promises contained in this Agreement, the Parties hereby agree to be bound as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby made terms of this Agreement.

2. Definitions.

- a. Disclosing Party. A Party to this Agreement, including directors, officers, employees, agents or representatives (collectively, "Representatives"), that discloses Confidential Information to the Receiving Party.
- b. Receiving Party. A Party to this Agreement, including its Representatives, that receives Confidential Information from the Disclosing Party.
- c. Transaction. Any interaction between the Parties undertaken pursuant to this Agreement regarding a specific cybersecurity event or incident, or the sharing of information about those events.
- d. Confidential Information. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. Confidential Information is any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including but not limited to:

i. Information relating to the Program, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the

Parties' cyber security measures whether or not such cyber security measures are a part of the Program, including but not limited to the skills, tactics, techniques and procedures associated with the Program;

ii. Information relating to the Products, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program, including but not limited to information obtained from or through a governmental or private entity providing one or more Products to the Parties to this Agreement and including but not limited to proprietary information belonging to such governmental or private entity.

iii. Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program;

iv. Any concepts, reports, data, know-how, tactics, techniques, procedures, works-in progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program;

v. Any internal data, user id's, passwords, configuration settings, infrastructure design, non-public employee information, personal identifiable information, or any other data maintained by a Disclosing Party to fulfill any of its functions, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program; and

vi. Any other information that should reasonably be recognized as confidential information of the Disclosing Party, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program.

3. Purpose. The purpose of this Agreement is to establish policies and procedures under which AZDOHS will provide Products to Osborn SD and assist Osborn SD with its participation in the Program. In furtherance of this purpose, the Parties further agree:

a. That the Products will be provided to Osborn SD as a hosted solution in a multi-customer environment. AZDOHS personnel will have administrative access to the Product(s) to provide deployment and operational support to Osborn SD.

b. That AZDOHS personnel with administrative access to the Product(s) will protect administrative credentials against unauthorized use and access by employing protection measures in compliance with State of Arizona Statewide Information Security Policies, Standards, and Procedures (available at <https://azdohs.gov/information-security-policies-standards-and-procedures>). Documentation of this will be provided by AZDOHS to Osborn SD upon request.

c. That any Products and Product licenses and support provided by AZDOHS other than in response to a request under the Arizona Mutual Aid Compact will be funded by AZDOHS and shall be provided to Osborn SD at no cost to Osborn SD and with no requirement for reimbursement from Osborn SD.

4. Scope of Products and Assistance. Osborn SD and AZDOHS intend to work together, and AZDOHS will provide Products, Product licenses, and related assistance to Osborn SD as set forth in Exhibit A to this Agreement. The Parties further agree that:

a. Additional exhibits or modifications and amendments to Exhibit A may be executed in the future. Any such changes will be made in accordance with Section 13 of this Agreement.

b. Osborn SD shall not request, and AZDOHS shall not provide, any services not in compliance with all State and Federal laws regulating the access to, and utilization of, cyber information.

c. Osborn SD and AZDOHS understand that AZDOHS will only access and/or make changes to the Products offered to Osborn SD and/or Product modifications which impact the Osborn SD with prior notification.

d. The Parties acknowledge that both Parties' records are subject to Arizona public records law and agree that in the event that either Party receives a public records request, subpoena, or other request or demand for records relating to the matters addressed in this Agreement, (1) the Party receiving the public records request, subpoena, or other request or demand for such records shall immediately notify the other Party and provide the other Party with a copy of the public records request, subpoena, or other request or demand for such records; and (2) the Parties shall communicate and cooperate with each other in responding to and/or resisting the public records request, subpoena, or other request or demand for such records, except that each Party shall retain the right to assert its own independent position on whether a record or portion of a record should or should not be produced. The Parties further agree:

i. AZDOHS may review alerts, statistical data, and other data collected to support the Program.

ii. Osborn SD agrees that AZDOHS may report summary Program metric data to State executive leadership for the purposes of demonstrating the effectiveness and completeness of implementation of the Program.

iii. Osborn SD agrees that AZDOHS may report aggregated and anonymized information (including but not limited to threat intelligence and technical indicators) to other AZDOHS strategic partners for the purposes of information sharing and furthering the mission of AZDOHS and the Program.

e. Osborn SD will permit AZDOHS personnel access to Osborn SD's systems and information as AZDOHS deems necessary. AZDOHS agrees to access Osborn SD's systems only with prior notification to Osborn SD and solely for serving the purposes of the Program.

5. Obligations Specific to Osborn SD. Osborn SD understands and acknowledges that participation in the Program is voluntary. The Parties agree that Osborn SD will:

a. Assign primary technical and executive Points of Contacts ("POCs") for coordination with AZDOHS regarding all Products, Product licenses, and related assistance as set forth in this Agreement. The Osborn SD's technical POCs will coordinate with AZDOHS for Osborn SD's participation in the Program including but not limited to deployment and operation of the Products. Osborn SD shall report to AZDOHS any change in the POCs' identity or the POCs' contact information in a timely manner.

b. Utilize Products and the Program to reduce Osborn SD's cybersecurity risk, and reasonably collaborate with AZDOHS and other participating agencies to improve the Program.

c. Make consistent progress with deployment of the Products and licenses and will maintain regular and open communications with AZDOHS as appropriate. Failure to communicate with AZDOHS is grounds for AZDOHS to reallocate Osborn SD's Product licenses to other Program participants.

d. Participate in surveys and provide feedback to AZDOHS to improve the Program.

e. Comply with all end user license agreements required by the Product manufacturers.

f. Agree that any additional add-on options for Products, not already available under the Product portfolio, must be approved by the Arizona State and Local Cybersecurity Program Planning Committee (hereinafter "Committee"). The Committee will include representatives from Arizona local governments, tribal governments, and K-12 public school districts. The mission of the Committee will be to ensure greatest value for the Program participating agencies, approve annual purchases, authorize changes to the portfolio of services offered, oversee operations, and suggest improvements to the Program. The Osborn SD is solely responsible for the funding, procurement, and implementation of all such add-on options.

g. Be permitted to disclose the following items to any person at any time:

i. The fact that Osborn SD has entered into this Agreement and the details of this Agreement.

ii. A description of Osborn SD's participation in the Program as stated in this Agreement.

6. Obligations Specific to AZDOHS. AZDOHS, under direction of the Governor of the State of Arizona, has the mission to assist Arizona local governments, tribal governments, and K12 public school districts to reduce cybersecurity risk and to reduce the impact of cyber-attacks. AZDOHS accomplishes this mission, in part, through the Program. Accordingly, the Parties agree that AZDOHS will:

a. Establish a governance program for the Program, to be overseen by the Committee.

b. Make efforts to maintain current, and identify future, funding sources to continue purchasing and maintaining the Program and Products.

c. If funding is discontinued, AZDOHS will make efforts to ensure Osborn SD has time to plan for a transition of cybersecurity services.

d. Conduct all procurements relating to the subject matter of this Agreement unless otherwise provided in Section 5(f).

e. Communicate to Osborn SD all significant changes to the Program that could affect Osborn SD.

f. Acknowledge that data created by or transferred to Osborn SD's Product environment is owned by Osborn SD. AZDOHS will provide Osborn SD's data to Osborn SD upon termination of this Agreement and participation in the Program as feasible.

g. Communicate system changes to the Product to the Committee and to Osborn SD 48 hours prior to the change being made, with exception that in the event of an emergency, AZDOHS will make efforts to communicate, but will make emergency changes without prior communication if AZDOHS determines this is necessary.

h. Communicate changes to Osborn SD's Product environment and related information to Osborn SD 48 hours prior to the change being made, with exception that in the event of an emergency, AZDOHS will make efforts to communicate, but will make emergency changes without prior communication if AZDOHS determines this is necessary.

i. Notify Osborn SD in writing promptly upon the discovery of a system breach or other unauthorized access and/or change to Osborn SD's Products, but in no case later than 48 hours after discovery of a breach or other unauthorized access.

j. Make efforts to assist Osborn SD with its regulatory compliance requirements in relation to the Products.

7. Use of Confidential Information. A Receiving Party agrees to use Confidential Information solely in connection with the Program and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party.

8. Disclosure of Confidential Information. A Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will:

a. Except as provided in Sections 4(d) and 5(g) of this Agreement, limit disclosure of any Confidential Information to only those within its control (i) who have executed a Non-Disclosure Agreement protecting Confidential Information to at least the same extent as this Agreement and (ii) who have a need to know such Confidential Information in connection with the relationship between the Parties under this Agreement. Each Non-Disclosure Agreement between a Party to this Agreement and a third-party shall include language providing that (a) the Party to this Agreement signing a Non-Disclosure Agreement with a third-party shall immediately provide a copy of that Non-Disclosure Agreement to the other Party to this Agreement, and (b) either Party to this Agreement shall have the right to enforce that Non-Disclosure Agreement with that third-party.

b. Advise its personnel and representatives of the confidential nature of Confidential Information and of the obligations set forth in this Agreement.

c. Be under no obligation with respect to any information:

i. Which is, at the time of disclosure, available to the general public; or which at a later date becomes available to the general public through no fault of Receiving Party, but only after that later date;

ii. Which Receiving Party can demonstrate was in its possession before receipt of the information from Disclosing Party, which can be proven by written records or other competent evidence;

iii. Which was developed independently by Receiving Party without reference to the information provided by Disclosing Party;

iv. Which is disclosed to Receiving Party without restriction on disclosure by a third-party who has the lawful right to disclose such information;

v. Which is required to be disclosed pursuant to any applicable law or regulation, or pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or similar method, except as provided in Section 4(d) of this Agreement.

9. Return of Confidential Information. Receiving Party shall immediately return and redeliver to the other Party all tangible material embodying Confidential Information received hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of:

- a. The completion or termination of the dealings between the Parties contemplated hereunder;
- b. The termination of this Agreement; or,
- c. At such time as the Disclosing Party may so request.

Provided however that the Receiving Party may retain such of its records as is necessary to enable it to comply with its record retention obligations and policies.

10. Notice of Breach. Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

11. Limitation of Agreement. The Parties agree that neither Party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. This Agreement does not create a joint venture or partnership between the Parties.

12. Term. This Agreement shall commence on the date of the last signature herein below, and shall end ten (10) years from such date, unless terminated or extended as set forth in Section 14 of this Agreement.

13. Modifications to this Agreement. Any amendments or changes to this Agreement, including but not limited to amendments or changes to Exhibit A hereto, must be in writing and signed by authorized representatives of both Parties.

14. Termination. Either Party may terminate this Agreement by giving 30 days written notice to the other Party. Such termination notice period shall not commence until receipt of the written notice by the other Party. Access to systems will not be terminated by either Party without prior agreement of both Parties.

15. Disclaimer of Liability. In no event shall the State of Arizona, AZDOHS, the Program or their employees, members, agents, servants, independent contractors or suppliers be liable to Osborn SD or any third parties affected by the actions taken by AZDOHS pursuant to this Agreement for any damages of any kind whatsoever, including, but without limitation, damages for loss of profits, business interruption, loss of information, disclosure of confidential or private information, or other losses, including pecuniary loss arising out of training conducted pursuant to this Agreement or for special, indirect, consequential, incidental, or punitive damages however caused, and regardless of the theory of liability.

16. Warranty. Each Party warrants that it has the right to make the disclosures called for under this Agreement. NO OTHER WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER. The Parties acknowledge that although they shall each endeavor to include in Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the Parties understand that no representation or warranty as to the accuracy or completeness of Confidential Information is being made by either Party as the Disclosing Party. Neither Party hereto shall have any liability to the other Party or to the other Party's Representatives resulting from any use of

Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

17. Severability. In the event that any provision or Section herein is held invalid or unenforceable, the remaining provisions and Sections shall remain in full force and effect.

18. No Indemnification. Neither Party shall indemnify or hold harmless the other Party.

19. Funding. Every obligation of AZDOHS under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the Legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by AZDOHS or Osborn SD at the end of the period for which funds are available. No liability shall accrue to AZDOHS or any other agency of the State of Arizona in the event this provision is exercised, and neither AZDOHS nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

20. Conflict of Interest. The requirements of ARS § 38-511 apply to this Agreement. Either Party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of that Party is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of the other Party with respect to the subject matter of this Agreement.

21. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws provisions.

22. Dispute Resolution. The Parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS § 12-1518, except as may be required by other applicable statutes.

23. Forum. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.

24. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any other written or oral agreement between the Parties with respect to the subject matter of this Agreement.

25. Rule of Construction. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement.

26. Further Actions. Each Party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

27. Compliance with All Applicable Law. The Parties agree to comply with all federal, state or local laws, rules or regulations applicable to the subject matter of this Agreement.

28. Independent Status. The Parties are independent contractors, and nothing contained in this Agreement creates a relationship of partnership, joint venture, agency, or employment between the Parties or any of their employees, officers, agents, or contractors.

29. Execution. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute a single instrument. A signature on a counterpart may be made by facsimile or otherwise electronically transmitted, and such signature shall have the same force and effect as an original signature. Further, this Agreement may be retained in any electronic format, and all electronic copies thereof shall likewise be deemed to be an original and shall have the same force and effect as an original copy of this Agreement.

30. No Third-party Beneficiaries. This Agreement will inure exclusively to the benefit of and be binding upon AZDOHS and Osborn SD as the only parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the Parties hereto or their respective successors and assigns, any rights, remedies, obligations, or liabilities.

31. Separate Responsibility. Except as expressly provided in this Agreement, each Party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other Party and the results thereof. In the event that either Party becomes aware of any claim made by or expected from a claimant against a Party to this Agreement, which claim relates to the subject matter of this Agreement, that Party will immediately notify the other Party, and the Parties will share all information regarding such matter and cooperate with each other in addressing the matter.

32. Waiver. Any failure by either Party to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. It is expressly agreed that in the execution of this Agreement, no Party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

33. Assignment. Neither Party may directly or indirectly assign or transfer its rights and/or obligations under this Agreement by operation of law or otherwise without the prior written consent of the other Party.

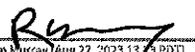
34. Force majeure. The Parties shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

35. Publicity. No Party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other Party without the prior written consent of that Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the _____ day of _____, 20_____.

Arizona Department of Homeland Security

Osborn School District


Ryan Murray (Aug 22, 2023 13:49 PDT) _____ Signature



Signature

Agreement
Between
The State of Arizona Department of Homeland Security
And
Osborn School District (also referred to as "Osborn SD")

EXHIBIT A

Products provided by AZDOHS to Osborn SD under this Exhibit A are as follows:

Products	Description
Advanced Endpoint Protection / Endpoint Detection & Response	Advanced Endpoint Protection (AEP) is next-generation antivirus protection that leverages artificial intelligence and machine learning to identify malware before it executes. Endpoint Detection and Response (EDR), also referred to as endpoint detection and threat response (EDTR), is an endpoint security solution that continuously monitors end-user devices to detect and respond to cyber threats like ransomware and malware.
Anti-Phishing / Security Awareness Training	Anti-phishing training provides employees with examples of how to spot phishing attempts and suspicious emails requesting sensitive information from users or infecting systems with malware. This includes sending emails to employees with fake links, mimicking real phishing attempts from outside threats. Employees who click on simulated links will be prompted to complete security awareness training. Security Awareness Training (SAT) features user-friendly online training courses that cover the latest cybersecurity best practices to educate employees on how to keep data and devices safe.
Converged Endpoint Management	Converged Endpoint Management (XEM) platforms provide unrivaled access to real-time asset visibility and the ability to patch at scale with certainty (including devices that are on or off-network or VPN). XEM brings IT Operations, Security, and Risk Management teams together – with a single platform for complete visibility, control, and trust in IT decision-making.
Multi-Factor Authentication	Multi-Factor Authentication (MFA) is a security system that requires more than one method of authentication to verify a user's identity for a login or other transaction. Categories for authentication may include knowledge (something a user knows), possession (something a user has), and inherence (something a user is). MFA provides an extra layer of security to prevent unauthorized access to systems.
Web Application Firewall	Web Application Firewall (WAF) is an application firewall for HTTP applications. It applies a set of policies to help protect web applications from common web exploits that could affect an application's availability and compromise data.

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OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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

Agenda Item Number – IV-J-11

Agenda Item

Approval of MOU with Teach for America IGNITE Program

For Board: Action Discussion Information

Background –

Clarendon Elementary School seeks to continue their partnership with Teach for America’s IGNITE program. The IGNITE program is a virtual tutoring program whose goal is to accelerate learning in elementary reading, middle school math, and high school post-secondary access. Ignite fellows, who are current college students, provide personalized learning that helps students increase their achievement and fosters greater belonging in the classroom. Research shows that tutoring is one of the most effective ways to improve educational achievement.

Legal

Financial

TFA will cover most of the cost. Clarendon will use site funds to fund the remaining \$4,000.

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 between Clarendon Elementary School and Teach for America’s IGNITE Program.

Moved _____ Seconded _____ P/F

Teach For America
Ignite Fellowship 2024-2025
School Memorandum of Understanding (Cost Sharing)

Ignite accelerates learning and fosters belonging through **high-dosage tutoring**, leveraging research based best practices as defined by the [National Student Support Accelerator](#). Ignite tutors (“Ignite Fellows”) lead small group learning experiences for ~3 hours per week, at least three times per week in a virtual setting in partnership with school-based educators. School partners play a crucial role in creating conditions for meaningful student impact. This MOU is made as of _____ by and between Teach For America, Inc. and the school partner, Clarendon Elementary School for the 2024-2025 school year Ignite Fellowship.

TEACH FOR AMERICA RESPONSIBILITIES:

Recruit, Select, and Match Exceptional, Equity-Oriented Ignite Fellows to serve as tutors:

- In partnership with TrueScreen, lead Ignite Fellow screening process consisting of an online application and background checks including Social Security Number, County Criminal Records, National Sex Offender Database, and National Criminal Database searches
 - See **<Addendum A>** for a detailed description of the background checks facilitated by Teach For America
 - Ignite Fellows must successfully clear each background check in order to begin tutoring students.
- Notwithstanding the foregoing, Teach For America makes no representations as to Ignite Fellows’ performance or quality of work, and Teach For America shall not be held responsible for any acts or omissions of any of the Ignite Fellows

Program Integration

- Lead process with school leader to develop and regularly reflect on a customized vision for impact and Ignite strategy that accelerates student learning goals that the school is already working on with students
- Support school-based educator (“Ignite Site Leader”) to customize school-based curriculum and assessments for tutoring sessions in alignment with school’s student learning objectives and goals
- Support Ignite Site Leader (and/or other school-based staff) to plan and implement strong program logistics that work with the school’s schedule, staffing model, and space to enable student success in Ignite

Onboard, Train and Support School-Based Ignite Site Leader

- Lead comprehensive asynchronous and live training, including access to collaboration spaces and resources
- Provide consistent, ongoing and individualized support to enable Ignite Site Leader to meet responsibilities outlined in the [Ignite Site Leader Agreement](#)
- Offer recommendations, resources and support Ignite Site Leader to select and curate school-based curriculum for Ignite
- Provide Ignite Site Leader with a financial award

Onboard, Train and Centrally Support Ignite Fellows

- Lead comprehensive asynchronous and live [centralized training](#), including access to resources, ongoing guidance, and collaboration spaces
- Enforce [Ignite Fellow Terms of Participation](#) and provide Ignite Fellows with a financial award

Program Infrastructure

- Provide state-of-the-art interactive virtual learning platform for tutoring sessions ([Pencil Spaces](#)) to maximize student experience and outcomes and streamline program implementation (as described in **<Addendum B>**).
- Utilize a learning management system to support Ignite Site Leader and Ignite Fellow learning and collaboration
- Establish and maintain systems, procedures and support for tracking, analyzing, and sharing implementation and outcomes data
- Provide short pre- and post-surveys for students, Ignite Site Leaders, and Ignite Fellows to understand programmatic impact and inform program improvements

SCHOOL PARTNER RESPONSIBILITIES:

Programmatic Integration - In partnership with Teach for America school shall:

- Determine the strategic academic focus area and goals for high-impact tutoring
- Determine tutoring dosage goal and a schedule that meets the following criteria:
 - During the school day
 - Consistent weekly schedule, at least 3 times per week, with each session running 30-60 minutes, for a total duration of at least two hours of tutoring each week
 - Accounts for school closures and events to maximize student learning time
- Select and group student participants, and match Ignite fellows to student groups of 2-4 students (minimum of 2 students partnered with each Ignite Fellow)
- Determine and customize school-based curriculum and assessments for tutoring sessions in alignment with school's goals and student learning objectives

Ignite Site Leader Capacity

- Identify school-based staff to serve as the Ignite Site Leader(s) in partnership with Teach For America
 - Ignite Site Leader will be the primary liaison with the Teach For America Ignite Fellowship team
 - Ignite Site Leader(s) work virtually with at least 10 Ignite Fellows to fulfill the responsibilities outlined in the [Ignite Site Leader Agreement](#)
- Ensure Ignite Site Leader is able to commit the following time to Ignite responsibilities:
 - Approximately 10 hours of Teach For America training (both asynchronous and live virtual trainings), leading up to the fellowship (including over the summer break), and
 - Approximately 5-6 hours per week fulfilling Ignite Site Leader duties during each Fellowship semester (14 weeks each, fall and spring)
- Ignite Site Leader shall be responsible for providing Ignite Fellows with daily lesson plans and materials, and supporting them to implement them effectively
- Ignite Site Leader shall be responsible for finalizing student rosters for Ignite tutoring each semester, and sharing the [Ignite Family Info and Consent sheet](#) with parents of participating students (and/or seeking parent permission as required by the school or district), and will manage any opt out requests appropriately
- The principal/school leader will join Ignite Site Leader and Teach For America staff for beginning-of-year, middle-of-year, and end-of-year conversations to review and reflect on implementation and outcomes of their Ignite program

Operational Requirements - To enable student learning in Ignite, the school shall provide:

- Individual devices (e.g., iPads, computers, etc.) and internet service adequate to support the Pencil Spaces virtual learning platform and number of students engaging in Ignite at any given time
- A relatively quiet space for students to engage in virtual Ignite sessions
- Noise canceling headphones with microphones to ensure students and Ignite Fellows can hear one another effectively
- Staff to monitor and support students and Ignite Fellows with tech and other logistical needs during Ignite sessions
- Staff to support technology set-up and troubleshooting (e.g., IT staff to ensure tech is sufficient for school's Ignite program and to work with Teach For America to ensure effective implementation of the Pencil Spaces virtual learning platform)
- Collect Parental Consent from participating students to ensure all permissions/releases are in place for the collection of survey data and use of video and/or audio recording data to support tutoring quality and program improvement. If applicable, the school shall provide required notices to parents or guardians for any additional permissions.

Cost Sharing

- The School Partner/District shall pay Teach For America \$ 200.00 per Ignite Fellow per semester to defray expenses Teach For America incurred in recruiting, selecting, onboarding and training Ignite Fellows, supporting school partner's Ignite Site Leader(s) during the program, and paying Ignite Site Leader(s) a financial award. The School Partner/District agrees that all payments for fees shall be in the form of a check delivered to Teach For America or wire transfer to an account designated by Teach For America in writing.

DATA SHARING RESPONSIBILITIES – – School Partner and Teach For America

In partnership with the Teach For America-Ignite program, School Partner/District may disclose to Teach For America student-related records and personally identifiable information contained in such records (collectively, “Student Records”). Such data shall be shared to further support student achievement in the program and to understand Fellowship impact for students. Pursuant to its obligations under the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time (“FERPA”), in the course of providing programmings, Teach For America has a legitimate educational interest in the Student Records disclosed to Teach For America, pursuant to 34 CFR §99.31(a)(1).

- Teach For America agrees to comply with applicable provisions of FERPA, including but not limited to use, maintain and redisclose Student Records only in accordance with the requirements of FERPA, as permitted by this Agreement for the purposes for which such disclosure was authorized and/or otherwise authorized by the School District or by law. Further, if applicable, Teach For America agrees to use, maintain, and redisclose Student Records as otherwise authorized and in compliance with the student data privacy requirements contained in the Data Sharing Agreement, incorporated hereto and attached as **<Addendum C>** to this Agreement and only for the purposes for which such disclosure was authorized. Student Records include but are not limited to:
 - District or school-assigned Student ID number
 - Student email addresses
 - Student grade level and Ignite subject area
 - Interim Assessment Data (Beginning of Year, Mid-Year, End of Year) (including growth goals/targets, grade level equivalency, mastery, percentile rank, or other scales available).
- Teach For America may re-disclose Student Records to third parties pursuant to Teach For America’s provision of the professional development and data services storage/platform as provided in 34 C.F.R. §99.33(b), provided that Teach For America shall, in advance, provide the names of such parties and a brief description of such parties’ legitimate educational interest in receiving such information.
- School Partner/District authorizes and supports Teach For America and Ignite Site Leader(s) to administer two student surveys (pre- and post-) each semester to all students participating in the Ignite program (“Student Survey Data”).
 - Ignite Site Leader(s) will receive a unique link or access code for student survey administration through Panorama’s Survey Administration Tool, or other applicable survey tool; links and/or individual access codes will be shared with students and responses will be kept confidential and stored on secure servers.
 - Access to Ignite student Survey Data will be limited solely to Teach For America staff members, Ignite Site Leader(s) and school leaders for ongoing program improvement and development.
 - No identifiable student information will be reported and all data will be reported in the aggregate.
 - Teach For America agrees that the Survey Data may not be loaned, used or otherwise conveyed to anyone other than internal staff and current and future Ignite Site Leader(s), unless otherwise agreed to by the Parties.
- Consistent with FERPA, the School Partner agrees that Teach For America may retain and use aggregate, de-identified Student Record Data and aggregate, de-identified Student Survey Data (collectively, the “Aggregate Student Data”) to drive programmatic impact, including but not limited to, developing training; improvement of services; sharing programmatic impact, and other identified program strategies (“Additional Uses”). Teach For America will not externally share or publish conclusions from any analyses that identify the School Partner without the prior consent of the School Partner.

School Partner Name (please print)	Signature	Title	Date

Clarendon Elementary School

Name of School: _____

Teach For America Region: Phoenix

Addendum A

Background Check Type and Descriptions.

All checks will be conducted through the vendor, Truescreen. ***Ignite Fellows must successfully clear each background check to begin tutoring students.***

Background Check Type	Check Description
Social Security Number Search	Social Security Number (SSN) Validation and Verification services help to confirm the Ignite Fellow’s identity while uncovering past addresses, revealing alias names and helping to spot identity theft.
County Criminal Records Search	County criminal record searches conducted in all counties of residence for the Ignite Fellow in the past seven years.
National Sex Offender Registry Website (NSOPW)	A website operated by the U.S. Department of Justice; confirms that an individual is not listed on the sex offender registry.
National Criminal Database Search	Multi-state National Criminal Database search collected from around the country. Government sources include court systems, corrections departments, law enforcement, sex offender registries and state, county and municipal agencies. Criminal searches will cover the past seven years of a fellow’s history.

Addendum B

Pencil Spaces Description:

This Addendum B shall serve as Teach For America's official notification of the use of the Pencil Learning Technologies, Inc's Pencil Spaces web-based software for Ignite tutoring administration, including rostering, attendance, student/tutor messaging, and virtual classroom hosting. The Pencil Spaces software is a virtual platform designed specifically for virtual instruction with students. Participants and students will log in to the Pencil Spaces platform, conduct tutoring using a video call in the space, and be able to use the virtual whiteboard and various learning tools provided in the platform. The following student data will be collected and stored through the Pencil Spaces software:

- Local student ID
- Student name (for attendance purposes)
- Student email address (for log-in purposes)
- Student grade (rostering purposes)
- Student messages sent & received
- Tutoring session attendance
- Video and audio recordings of sessions including students

Pencil Spaces Security Features:

- Pencil Learning Technologies, Inc. will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of personally identifiable information (PII). This includes protection against any reasonably anticipated threats or hazards to the security or integrity of such records.
- Pencil Learning Technologies, Inc. will limit access to educational records to individuals employed by or working with Pencil Learning Technologies, Inc. who have a legitimate educational interest and are authorized under FERPA.
- Pencil Learning Technologies, Inc. shall implement reasonable procedures to control access and maintain the confidentiality of Educational Records.

Addendum C

Clarendon Elementary School

and Teach For America, Inc. Data Sharing Agreement

This Data Sharing Agreement (“DSA”), effective on the date of execution by the last signing Party (the “Effective Date”), is made and entered into by and between Teach For America, Inc. (“Teach For America,” or “Recipient”), and the Clarendon Elementary School (“Partner”), (each a “Party” and collectively, the “Parties”).

WHEREAS, the Partner and Teach For America entered into a Memorandum(s) of Understanding (“MOU”) effective between _____ and May 31, 2025 whereby Teach For America agreed to recruit, select, train and provide ongoing professional development to individuals committed to closing the achievement gap by serving as effective educators, which may include, but is not limited to Teach For America Ignite Fellows, Corps Members, alumni, and fellows (“Participants”), specifically equipped to enhance student achievement in under-resourced school systems.

WHEREAS, Teach For America desires to use the Partner Data, defined below, to track the growth and achievement of students served by Participants supported by Teach For America. Teach For America seeks to measure the performance of these Participants within their contexts in order to provide: tailored support and professional development programming for these Participants, evaluations and evolutions of our model for selecting new Participants into programming, and support Partner in improving educator development, effectiveness and student outcomes. Teach For America also seeks to use summative data to report to its constituents (funders, community partners, board members) regarding programmatic efficacy and growth. As such, under 34 CFR 99.31(a) Teach For America has a legitimate educational interest in accessing and using, and (b) Partner may share with Teach For America, the Partner Data described herein;

WHEREAS, The Parties wish to enter into this DSA, which sets forth the terms under which the Parties will share the Partner and Teach For America data consistent with appropriate confidentiality obligations and applicable laws;

NOW THEREFORE, The Parties agree as follows:

I. Definitions

- A. “Breach” will mean any actual or reasonably suspected unauthorized access, acquisition, use, disclosure, loss, modification, destruction, or inability to account for Partner Data.
- B. “Student Record Data” means and refers to the data described more fully in **Appendix A** that Partner provides to Teach For America in connection with this DSA.
- C. “Panorama Survey Data” means and refers to data collected through the Panorama Student Survey from students participating in the Ignite program as described more fully in **Appendix B**.
- D. “Pencil Spaces” refers to the virtual learning platform utilized for Ignite tutoring as described more fully in **Appendix C**, while “Pencil Spaces Data” refers to all data contained therein.
- E. “Partner Data” collectively refers to Student Record Data, Panorama Survey Data, and Pencils Spaces Data, referenced above.
- F. “Aggregate Partner Data” collectively refers to de-identified Partner Data aggregated with counts of no less than 5.
- G. “FERPA” means and refers to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and implementing regulations set forth in 34 CFR Part 99.
- H. “PPRA” means and refers to the Protection of Pupil Rights Amendment, 20 U.S.C. § 1232h and implementing regulations set forth in 34 CFR Part 98.
- I. “Personal Data” means and refers to any information that identifies or that can reasonably be used to identify a specific individual, including but not limited to any information that meets the definition of “Personally Identifiable Information” set forth in 34 C.F.R. § 99.3
- J. “Privacy and Security Laws” means and refers to (i) all applicable U.S. federal, state, and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective

relating in any way to privacy, confidentiality, security, or breach notification of Personal Data, including but not limited to FERPA and (ii) all applicable industry standards concerning privacy, data protection, confidentiality or information security.

II. Description of Data Access, Exchange and Use

- A. Pursuant to Partner's obligations under FERPA, and its implementing regulations as may be amended, Partner agrees that Teach For America performs an institutional service. Specifically, due to Partner's provision of Teach For America services, such as tailored support and professional development programming for these Participants, and the associated evaluation and evolution of programming offered to Participants and the Partner, Partner agrees that Teach For America is a school official with legitimate educational interest in the disclosed Partner Data.
- B. Partner further agrees as follows:
1. Student Record Data. Partner will provide the Student Record Data described in **Appendix A** to Teach For America in a form, format, frequency, and security feature mutually agreed by the Parties and laid forth in **Appendix A**.
 2. Panorama Survey Data. Ignite Site Leaders will receive a unique link for student survey administration through Panorama Education's Survey Administration Tool or another secure survey administration tool; individual access codes will be shared with students and responses will be kept confidential and stored on secure servers. If Panorama Education's Survey Administration Tool is utilized, only Panorama Education staff and agents necessary for administration of the survey will have access to student identifiers during administration as described in **Appendix B**.
 3. Pencil Spaces and Pencil Spaces Data. Ignite Site Leaders, Participants, and students will receive unique logins for Pencil Learning Technologies, Inc's Pencil Spaces web-based platform associated with their school email address. Emails, logins, names, and all associated data from utilizing the platform will be stored on secure servers. Only Pencil Learning Technologies staff and agents necessary for software administration will have access to student, Ignite Site Leader, and fellow information as described in **Appendix C**.
 4. Aggregate Partner Data. Consistent with FERPA, Partner agrees that Teach For America will retain and use Aggregate Partner Data to drive programmatic impact, including but not limited to developing training; improvement of services; externally sharing learnings of programmatic impact at scale, and other program strategies ("Additional Uses"). Partner also agrees that Aggregate Partner Data may be redisclosed to research institutions which support Teach For America in conducting deeper research studies ("Research Uses") and may be used with other 3rd party tools ("Additional Tools") to further improve Teach For America's program services.
 5. Teach For America may obtain additional data, use of data, or use of 3rd party data tools, surveys or systems, that collect or utilize FERPA-protected data, via submitting written notices, to Partner at any time, which detail the names of such parties and a brief description of such parties' legitimate educational interest in receiving such information, and an opt-out function. For the avoidance of doubt, this form of notice does not entail nor require a written contract amendment; nor does this notification apply to the use of Aggregate Partner Data. If Partner agrees to provide such data or to an additional use of FERPA-protected data, all terms of this agreement apply to the additional data, use of data or use of 3rd party tools. This includes ongoing data for subsequent cohort years, in which Teach For America and Partner have entered a PSA, after this original DSA is signed.
- D. Teach For America agrees as follows:
1. Access to Student Record Data at the individual student level will be limited solely to appropriate Teach For America, staff and contractors. Teach For America staff will acknowledge and sign

the Teach For America Information Confidentiality and Security Policy ("ICSP"). The ICSP provides guidance on processes and procedures related to the access, use, sharing, storing, and disposal of Personally Identifiable Information (PII) and student record data as outlined in the Family Educational Rights and Privacy Act (FERPA) and the PPRA.

2. Access to student-level Panorama Survey Data will be limited solely to Teach For America Participants, staff members, contractors, Ignite Site Leaders and school leaders for ongoing program improvement and development.
3. Access to Pencil Spaces Data will be limited solely to Teach for America Participants, staff members, contractors, Ignite Site Leaders and school leaders for tutoring administration, ongoing coaching and development of Participants, and program improvement.
4. No student identifiable information in the Partner Data will be reported externally; all data will be reported in the aggregate (with groups not less than 5). Partner Data may not be loaned or otherwise conveyed to anyone other than staff, current and future Participants, and contractors using software services to securely house and host this data. Contractors accessing Partner Data will sign agreements that include confidentiality provisions and be bound to the applicable process and procedures related to access, use, sharing, storing and disposal of PII and student record data as outlined in FERPA and PPRA as appropriate.
5. Aggregate Partner Data; Additional Uses.
 1. Aggregate Partner Data will be used to drive programmatic impact and improvement through various Additional Uses, Research Uses and through the use of Additional Tools. Teach For America will not share Aggregate Partner Data for student cohorts less than five (5). For the avoidance of doubt, Partner Data will only be used for the solely for the purposes agreed upon by the parties.
 2. Teach For America may externally share de-identified and aggregate analyses and conclusions that do not identify students or the Partner. Teach For America will not externally share or publish conclusions from any analyses that identifies the Partner, without the prior consent of Partner.
 3. Based on Partner's request, Teach For America agrees to share any findings from its analyses and/or aggregate reports with Partner.

III. DUTIES

A. The Partner will perform the following duties:

1. Provide data for the purposes of this Agreement in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. section 1232g and 34 C.F.R, section 99, and related _____ Education Code provisions.
2. Provide Teach For America with information security specifications required to transmit pupil record information electronically in the form, format, frequency, and security features laid out in **Appendix A**.
3. Pursuant to Partner's obligations under FERPA and the PPRA, Partner authorizes Teach For America and Participants, by execution of this Agreement, to administer Panorama surveys to students in Participant classrooms or those engaging in Teach For America programming in the form, format, frequency and security features laid out in **Appendix B**.
4. Authorizes Teach For America to enter emails and names of students participating in Ignite tutoring into the Pencil Spaces web-based software for rostering and tutoring administration. Authorizes Teach For America's Participants to record instruction in in-person or virtual spaces for review of instructional technique.
5. Partner specifically names Teach For America as an approved affiliate or partner and third-party beneficiary of the Partner with regard to all parental permission/releases previously signed by students and/or parents, especially as they relate to the collection of survey data, video and audio

recording data from/of students. Further, if required by FERPA, the PPRA or state law, Partner will provide reasonable updated notices to parents, or students of appropriate age, related to surveys, video or audio recordings, obtain consent for same, and/or offer an opportunity for parents, or students of appropriate age, to opt-out of participating in said surveys, video or audio recordings.

B. Teach For America will perform the following duties:

1. Comply with all FERPA and PPRA _____
Provisions, including the following:
 - a) Teach For America further agrees not to share Partner Data received under this DSA in ways not outlined herein. Teach For America agrees to allow Partner access to any relevant Teach For America records for purposes of completing authorized audits.
 - b) Require all staff members, contractors and agents to comply with applicable provisions of FERPA, and PPRA _____
with respect to the data shared under this Agreement.
 - c) Maintain data in a secure computer environment; maintain reasonable security procedures and practices appropriate to the nature of the covered information, and protect that information from unauthorized access, destruction, use, modification or disclosure.
 - d) All copies of data of any type, including any modifications or additions to data from any source that contains information regarding students, are subject to the provisions of this agreement.
 - e) Not disclose any Partner Data obtained under this agreement in a manner that could identify an individual student to any other entity in published results of data use authorized by this agreement.
 - f) Use data in a manner that does not permit personal identification of parents and students by anyone other than representatives of Teach For America authorized by this Agreement with legitimate educational interests for purposes of this Agreement.
 - g) Destroy all personally identifiable Partner Data obtained under this agreement when it is no longer needed for the purpose for which it was obtained. After creating and verifying the final merged data set, all personally identifiable data shall be destroyed in compliance with 34 CFR Section 99.31 (a) (6). Teach For America agrees to require all staff members, contractors, or agents to comply with this provision. Consistent with FERPA, Teach For America will retain a de-identified data set to conduct future analyses to support further program improvement via the Additional Uses, Research Uses and Additional Tools.
2. Partner may require Teach For America to provide documentation of Teach For America's information security specifications prior to data transmittal.
3. Teach For America shall designate an authorized representative able to request data under this agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received, including confirmation of the completion of any projects and the return or destruction of data. Partner or its agents may, upon request, review said records.
4. In the event of a Breach, Teach For America shall notify the Partner in accordance with FERPA and/or any applicable state law or regulation without unreasonable delay. Teach For America shall also cooperate with the Partner with regard to management and response of any such Breach.

IV. GENERAL PROVISIONS

- A. TERM. The Term of this Agreement shall begin on the Effective Date, cover all Participants engaged by the Partner under all PSAs and/or MOUs effective between _____ and May 31, 2025 , and any new PSAs or MOUs executed through the date of this Agreement's expiration. While this

Agreement shall expire on June 30, 2025, all sharing arrangements shall be valid until such time there are no Participants engaged under the specified PSAs and MOUs.

- B. **TERMINATION.** This Data Sharing Agreement may be terminated as follows:
 - 1. At any time by mutual agreement of the parties;
 - 2. By either party upon thirty (30) days prior written notice to the other Party;
 - 3. By either party upon written notice to the other in the event of a material breach of this Agreement that is not cured within thirty (30) days following the receipt by the breaching party of written notice from the non-breaching party.
- C. **EFFECT OF TERMINATION.** If this Agreement expires or is terminated by either party, it shall become void. The expiration or earlier termination of this specific Agreement shall not serve to terminate the associated PSA.
- D. **GOVERNING LAW.** The validity, interpretation and performance of this agreement shall be determined according to the laws of the State of _____
- E. **INDEMNIFICATION.** Teach For America shall indemnify and hold the Partner and its Board Members, administrators, employees, and agents (Indemnitees) harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of the purposes of this Agreement or its performance, whether such loss, expense, damage or liability was proximately caused in whole or in part by the negligent or willful act of Teach For America, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it.
- F. **NOTICES.** All notices required or permitted by this Agreement shall be in writing and shall be either personally delivered or sent by nationally-recognized overnight courier, facsimile or by registered or certified U.S. mail, postage prepaid, addressed to the individuals as set forth below (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally-recognized overnight courier, on the date set forth on the receipt of a telecopy or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.
- G. **AMENDMENT, MODIFICATION, EXTENSION.** Any amendment, modification or extension must be in writing and signed by both Parties.
- H. **AUTHORITY TO SIGN.** Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last day noted below.

AGENCY 1:	TEACH FOR AMERICA	AGENCY 2:	
ADDRESS:	4747 N. 32nd Street Suite 130 Phoenix, AZ 85018	ADDRESS:	
TELEPHONE:	602-738-0330	TELEPHONE:	
EMAIL:	Tony.Best@teachforamerica.org	EMAIL:	
SIGNATORY NAME (PRINT):	Tony Best	SIGNATORY NAME (PRINT):	

SIGNATORY TITLE: MD, Partnerships and Community Impact		SIGNATORY TITLE:	
SIGNATURE:	DocuSigned by: <i>Tony Best</i> E7D19BA6B28B4F5...	SIGNATURE:	
DATE:	7/30/2024	DATE:	

APPENDIX A - DATA ELEMENTS, FORM, FORMAT, FREQUENCY, AND SECURITY FEATURES

Data Elements

Partner will, to the fullest extent possible, include the following data and specified variables in the Partner Data sets provided to Teach For America (limited only by what is available through the method of access);

- A. The following program participant and school data and variables are essential to Teach For America's data request:
 1. district, district NCES code, school, school NCES code
 2. tutoring subject
 3. interim assessment(s) administered
- B. The following student data and variables are essential to Teach For America's data request:
 1. interim assessment scores (BOY, MY, EOY) (all scores including growth goals/targets, grade level equivalency, scale scores, percentile rank, or other scales available)
 2. test subject
 3. test year
 4. Student ID number
 5. grade level
- C. The following aggregate data are essential to Teach For America's data request:
 1. Partner average scores for all interim assessment tested grades and subjects (all scores including growth goals/targets, grade level equivalency, mastery, percentile rank, or other scales available)

Data Security

Teach For America employs a number of strategies to secure data and limit unnecessary access during transfer, storage, and processing. We encrypt data in transfer as well as at rest when it is being stored in a data repository. For our internal data storage, we change encryption keys on a regular basis to avoid stale credentials and unwanted legacy access. Data is regularly obfuscated for analytics and reporting purposes. We use best practices for data isolation, including limiting accounts for vendors who push data to our systems and centralized oversight of user accounts for external systems when we need to pull the data ourselves. We use a "least privilege granted" model for access to internal systems, employing multi-factor authentication where feasible, and monitor access across these systems with auditable logs. Additionally, we have blanket data privacy training for all staff that covers key elements of working with PII, sensitive data, and student data.

Teach For America shall also have a written incident response plan, which shall include but is not limited to, prompt notification to Partner in the event of a security or privacy incident, as well as procedures for responding to a breach of any of Partner's Data that is in Teach For America's possession. Teach For America agrees to share its incident response plan upon request.

APPENDIX B: DESCRIPTION OF SYSTEM(S) USED IN THE TRANSFER OF PARTNER PANORAMA SURVEY DATA, FREQUENCY AND SECURITY FEATURES

System Description:

Panorama Description: Phoenix

This **Appendix B** shall serve as Teach For America-_____’s official notification of the use of the Panorama Student Survey for professional development and organizational reporting. The Panorama Student Survey is a feedback tool designed to support program leaders in creating learning environments that positively affect what students believe about themselves as learners and the strategies they employed in programming, ultimately improving student academic performance. This program includes student surveys for grades 3-12. The survey is crucial because it will provide program and school leaders with important information on students’ perceptions of Teach For America programming. Below we’ve outlined the various ways Teach For America - Phoenix will utilize Panorama Student Survey data, including but not limited to:

- Teach for America program leaders utilize data to support fellow training and development, based on evidence from student surveys, and incorporate evidence-based best practices.
- Teach for America reports aggregate data as a key performance indicator for continuous improvement of programmatic supports.

Panorama Security Features:

Panorama Education will administer the Panorama student survey to students in grades 3-12 participating in Ignite programming. The surveys will be administered using Panorama Education’s Survey Administration Tool. Each Ignite Site Leader will receive a unique link for student survey administration.

- Student identification will be kept confidential and stored on secure servers for both outreach and survey administration. Only Panorama staff and agents necessary for administration of the survey will have access to student identifiers during administration.
- Only aggregate data (for schools with at least 5 students) will be reported to Ignite Site Leaders on a password-protected basis.
- A limited number of Teach For America staff will have access to student-level data information through a password-protected system.
- Panorama Education has the right to keep all non-identifiable student scores for national benchmarking purposes but cannot report on any aggregate results without explicit permission from Teach For America.
- Panorama Education will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of personally identifiable information (PII). Panorama will: (i) use reasonable efforts to secure physical premises where PII will be processed and/or stored and (ii) take reasonable precautions with respect to the employment of, access given to, and education and training of personnel engaged by Panorama to perform its obligations.

Teach For America reserves the right to transition the administration of the Panorama Student Survey to Teach For America’s internal survey administration platform. Surveys administered through the internal survey administration platform will adhere to the following:

- Each Ignite Site Leader will receive a unique link for student survey administration.
- Student identification will be kept confidential and stored on secure servers for both outreach and survey administration. Only Teach For America staff necessary for administration of the survey will have access to student identifiers during administration.
- Only aggregate data (for schools with at least 5 students) will be reported to Ignite Site Leaders on a password-protected basis.

- A limited number of Teach For America staff will have access to student-level data information through a password-protected system.
- Teach For America will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of personally identifiable information (PII). Panorama will: (i) use reasonable efforts to secure physical premises where PII will be processed and/or stored and (ii) take reasonable precautions with respect to the employment of, access given to, and education and training of personnel engaged by Panorama to perform its obligations.

APPENDIX C: DESCRIPTION OF SYSTEM(S) USED IN THE TRANSFER OF PARTNER PENCIL SPACES DATA, FREQUENCY AND SECURITY FEATURES

System Description:

Pencil Spaces Description:

Phoenix

This **Appendix C** shall serve as Teach For America-_____’s official notification of the use of the Pencil Learning Technologies, Inc’s Pencil Spaces web-based software for Ignite tutoring administration, including rostering, attendance, student/tutor messaging, and virtual classroom hosting. The Pencils Spaces software is a virtual platform designed specifically for virtual instruction with students. Participants and students will log in to the Pencil Spaces platform, conduct tutoring using a video call in the space, and be able to use the virtual whiteboard and various learning tools provided in the platform. The following student data will be collected and stored through the Pencil Spaces software:

- Local student ID
- Student name (for attendance purposes)
- Student email address (for log-in purposes)
- Student grade (rostering purposes)
- Student messages sent and received
- Tutoring session attendance
- Video recordings of sessions including students

Pencil Spaces Security Features:

- Pencil Learning Technologies, Inc. will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of personally identifiable information (PII). This includes protection against any reasonably anticipated threats or hazards to the security or integrity of such records.
- Pencil Learning Technologies, Inc. will limit access to educational records to individuals employed by or working with Pencil Learning Technologies, Inc. who have a legitimate educational interest and are authorized under FERPA.
- Pencil Learning Technologies, Inc. shall implement reasonable procedures to control access and maintain the confidentiality of Educational Records.

OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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

Agenda Item Number – IV-J-12

Agenda Item

City Year Agreement FY 25-FY26

For Board: Action Discussion Information

Background –

The Governing Board has approved partnership with City Year for a launch of City Year Phoenix, which will be at Solano School within Osborn and Central High School in Phoenix Union High School District in the 2024-2025 school year after January 1, 2025. Although the services of corps members will not begin in schools until January, the work of preparation for launch is 2 years in the making. This fall, City Year, in partnership with Osborn, will begin the recruitment and onboarding of the Americorps members who will service our schools. Partnership and membership with City Year carries an annual fee that supports the costs of Americorps members, supports City Year Phoenix costs, and the staffing of City Year Phoenix offices. This is a small shared portion of fundraising efforts on behalf of City Year’s national organization toward the launch and continued support of the operation. This agreement enables Osborn to leverage the remaining allocated ESSER funds prior to expiration on September 30, 2024, for membership services related to the recruitment efforts of City Year corps members. The amount being leveraged from ESSER supports the full launch efforts for the spring semester of the 24-25 school year and the full first year efforts of the 25-26 school year. The City Year corps members will most likely be recent college graduates, seeking to follow their Senior Year of college with their “City Year” of service to Osborn. This is part of the global recruitment strategy of the district to attract a diverse pool of candidates to the field of education to serve our district. It aligns with partnerships forged over the years with NAU, AZTR, ASU, and other postsecondary institutions of training for future educators. Contracts in future years will look different post-launch, but this is a necessary first step to leverage the ESSER dollars for recruitment of a diverse educator pool in our engagement with City Year.

Legal

Financial

Governing Board Goals

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

Recommendation

The District is recommending the Governing Board approve City Year Agreement FY25-FY26.

Moved _____

Seconded _____

P/F



DISTRICT PARTNERSHIP AGREEMENT
By and Between
OSBORN ELEMENTARY SCHOOL DISTRICT
And CITY YEAR, INC.
FY25-FY26

RECITALS

THIS DISTRICT PARTNERSHIP AGREEMENT is made as of this [REDACTED], 2024, by and between Osborn Elementary School District (hereinafter, the “District”) with an address of 1226 W. Osborn Rd. Phoenix, AZ 85013, and City Year, Inc. (hereinafter, “City Year”), a not for profit organized for educational and charitable purposes under the laws of the Commonwealth of Massachusetts with an address of 287 Columbus Avenue, Boston, Massachusetts 02116.

- A. **WHEREAS**, the District, is a local education agency located in Phoenix, Arizona.
- B. **WHEREAS**, City Year is a 501(c)(3) organization providing youth development and education support services.
- C. **WHEREAS**, City Year provides school districts with a scalable, centrally managed model that delivers a holistic set of whole-school and focused supports to ensure students stay engaged in learning and on track to graduate. As one of the nation’s largest AmeriCorps programs with established sites across the United States, City Year partners with school districts annually to recruit, train, and deploy thousands of young adults from diverse backgrounds for a year of full-time service to support school districts in their efforts to transform our nation’s systemically under-resourced schools.
- D. **WHEREAS**, City Year is committed to supporting the District’s goal to improve the academic achievement and social-emotional development of its pupils. City Year’s Whole School Whole Child™ (“WSWC”) model leverages the unique assets of near-peer AmeriCorps members to deliver research-based whole school supports and student interventions targeting the early warning indicators of poor attendance, unsatisfactory behavior, and course failure in English and math.
- E. **WHEREAS**, City Year’s programming supports quality, data-driven instruction, deepen family and community engagement, and contribute to a culture of empowerment, achievement, and service.
- F. **WHEREAS**, AmeriCorps members deliver services to provide a continuous, supportive presence throughout the day to build mutually supportive connections between students’ classroom learning and their before and after school experiences. City Year AmeriCorps members provide a variety of supports that can be delivered both in-person and through virtual learning.
- G. **WHEREAS**, the partnership between City Year and the District will include District membership in City Year’s network of partner school districts and will accelerate student achievement in schools, support the District acceleration and transformation efforts and attract new federal and private resources to the community.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

1. **Term of Agreement.** The term of this Agreement shall commence on September 15, 2024 and conclude on **June 30, 2026** (the “Term”).
2. **Scope of Membership Benefits.**
 - a. For each of the schools identified in the Deployment Plan in Section 3 of this Agreement, City Year agrees to provide membership benefits substantially similar to those described in Appendix A - Executive Summary of the Statement of Partnership attached hereto, which outlines shared goals, WSWC programming, school-level data requirements, and conditions for success between City Year and the partner school. To comply with the terms of its grant with AmeriCorps, City Year is required to retain a completed Statement of Partnership for each of the schools identified in the Deployment Plan. City Year will coordinate with principals at each partner school to finalize and deliver a fully executed Statement of Partnership no later than September 30, 2024. A copy of the Statement of Partnership for each school will be available upon request.
 - b. In the event of any conflict or inconsistency between the terms and conditions hereof and any terms or conditions set forth in any Statement of Partnership, or other document relating to the obligations contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.
 - c. All schools to which this Agreement applies shall be mutually agreed to by City Year and the District. School deployment and allocation of resources (including AmeriCorps team size) shall be determined based on school enrollment to ensure fidelity to the WSWC model. The parties acknowledge that the scope of membership benefits set forth in this Agreement is subject to change and contingent on the availability of adequate funding from AmeriCorps (see Section 11 Termination herein).
3. **Payment Obligations.** In exchange for the membership benefits to be rendered by City Year under this Agreement, the District agrees to compensate City Year in the aggregate amount of \$225,000, allocated as outlined in the Deployment Plan table below:

Expense	Allocation of Payment
Initial Membership Fee	\$ 150,000
Solano Elementary School FY26	\$75,000
Aggregate Payment	\$ 225,000

City Year shall invoice the District the following amounts in the arrears, to be due and payable to City Year on each of the dates listed below:

- a) \$150,000 – September 30, 2024
- b) \$ 75,000 – September 30, 2025

City Year will submit invoices via email to the following contact:

Aubree Potter-Davis
 Phone: 602-707-2000
apotterdavis@osbornsd.org
 Osborn Elementary School District
 1226 W. Osborn Rd.
 Phoenix, AZ 85013

4. **Mutual Planning Efforts.** The District and City Year agree to collaborate during the Term of this Agreement in order to ensure that the appropriate conditions for success, performance metrics, and school deployment strategies are in place to maximize the collaboration’s impact on students and to meet the

District's strategic priorities.

5. **Non-Solicitation.** Unless prohibited by applicable law, the District and City Year agree that, for the duration of this agreement, neither party shall solicit any AmeriCorps member to depart from City Year during the AmeriCorps member's term(s) of service in pursuit of another job opportunity, unless agreed upon in writing.
6. **AmeriCorps Prohibited Activities.** City Year and the District agree that neither party shall direct AmeriCorps members to engage in any actions that violate AmeriCorps prohibited activities, as set forth on Appendix B - AmeriCorps List of Various Non-Allowable Activities, attached and incorporated by this reference.
7. **Performance Assessment and Data Sharing.** The District and City Year agree to assess performance under this Agreement on an ongoing basis and make improvements as needed to maximize the ability of AmeriCorps members to improve student achievement. To facilitate that assessment, the District agrees to use best efforts to deliver to City Year on or before September, 30, 2024 an agreement substantially in the form of Appendix C - Data Sharing Agreement, pursuant to which the District shall provide to City Year student-level data related to achievement and other data reasonably necessary for the purposes of program implementation and evaluation. City Year shall maintain the confidentiality of all student records furnished thereunder by the District to the fullest extent required by applicable state and federal law, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA").
8. **Extended Learning and After School Program Activities.** The District and City Year agree that for each of the schools covered by this Agreement whose Statement of Partnership includes After School Program activities, authorized representatives from each of the relevant schools and City Year shall meet to ensure safety protocols are agreed to, including, without limitation, student attendance and absence plans, arrival, headcount and dismissal procedures, student medical plans, emergency protocols and a requirement that each child participating in the After School Program, provide to City Year a waiver signed by the parent or guardian of such child acknowledging, among other things:
 - a. risks associated with extended learning in out-of-home settings, including the After School Program,
 - b. authorizing the child to participate in the educational, athletic, and recreational programs of the After School Program,
 - c. releasing and agreeing to hold harmless City Year, its employees, agents, officers, directors, sponsors and all volunteers from any and all liability, loss or damage, actions, claims and demands which may arise from the child's participation in the activities of the After School Program,
 - d. certifying that the child is in normal health, and is capable of participating safely in the educational, athletic and recreational programs of the After School Program, and
 - e. agreeing that should any injury occur to the child during participation in the After School Program, City Year is authorized to arrange for or to provide emergency medical treatment and to arrange for or provide transportation to the nearest medical facility.

The District acknowledges City Year's right to refuse to allow a child to participate in the After School Program in the event of any material deviation from agreed upon safety procedures. The District agrees that each of the schools identified in the Deployment Plan shall make appropriate space available (classroom, gymnasium, outdoor play area and designated eating area) kept in safe, working order for City Year to render it's After School Program. The District shall also ensure that a representative from any school with an After School Program is designated to be on site at the school during the After School Program or will be quickly accessible during the After School Program hours in case of emergency.

9. **Corporate Support:** City Year may work with corporate partners to bring additional resources into schools. These partnerships can include (a) providing financial support to City Year and/or the school/district, (b)

sharing information about and access to corporate community service and engagement programs, and (c) engaging employee volunteers to supplement the service of AmeriCorps members in schools. City Year acknowledges and agrees that all corporate partners will be subject to all District policies.

10. **Excused Performance; Force Majeure Event.** If a party wishes to excuse performance under the Agreement as a consequence of an Event of Force Majeure (as defined below), it shall as soon as possible following the occurrence or date of commencement of such Event of Force Majeure, provide Notice to the other party of the nature and expected duration of such Event of Force Majeure and shall thereafter keep the other Party informed until such time as, in its sole judgment, it is able to perform its obligations.

Subject to the proviso at the end of this subsection, neither the District nor City Year shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after the date of such Notice; provided, however nothing contained herein shall be construed to excuse the District's obligation to pay City Year for membership benefits or services rendered prior to the date of such Notice.

For purposes of this Agreement, "Event of Force Majeure" means an event beyond the control of the District and City Year, which prevents a party from complying with any of its obligations under this Agreement, including but not limited to:

- a. act of God (such as, but not limited to, pandemic, fires, explosions, earthquakes, drought, tidal waves and floods);
- b. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
- c. contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- d. physical or geological conditions or the presence of hazardous materials or waste of a nature or in locations, quantities, concentrations or conditions which could not reasonably have been expected by the parties;
- e. riot, strike, lock out, work stoppage, labor dispute or such other industrial action or disorder, unless solely restricted to personnel of City Year; or
- f. acts or threats of terrorism.

If as a result of an Event of Force Majeure a school named under this Agreement is closed and that closure lasts for a period of forty-five (45) calendar days or longer, City Year and the District shall meet and in good faith negotiate mutually acceptable modifications to the Agreement. If after one hundred eight (180) days from the Notice of an Event of Force Majeure, the parties are unable to agree on modified terms of this Agreement, either the District or City Year may give to the other a Notice of an Event of Force Majeure delivered in accordance with Section 10.

11. **Termination.** This Agreement shall terminate upon any one of the following events:
- a. Mutual written agreement of the parties (such termination to be effective as specified in such written agreement), but in no event earlier than thirty (30) days' prior written Notice to the other party;
 - b. Notice delivered in accordance with Section 10;
 - c. The District declining to appropriate funds for subsequent fiscal years consistent with the terms of this Agreement;
 - d. City Year does not receive adequate funding commitment from AmeriCorps to support the level of membership benefits or service set forth in Section 2 of this Agreement; or
 - e. If either party commits a material breach of this Agreement, the other party may terminate by sending notice of intent to terminate in writing to the other party with reasonable specificity of the breach; such termination to be effective if such material breach has not been cured within 30 days of the delivery of such notice.

In the event of termination under this Section 11, City Year shall be entitled to payment for membership benefits and services performed prior to the event giving rise to the termination. Payment for membership benefits and services after an invoice date shall be pro-rated based on the number of business days that have elapsed.

12. **Hold Harmless and Mutual Indemnity.** City Year agrees to indemnify and hold harmless the District, its officers, directors, agents, and employees, from and against any and all third party claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs and expenses, including reasonable attorney's fees, which may be incurred or sustained by reason of the failure of City Year to fully comply with the terms and obligations of this Agreement, or for City Year's errors or omissions or intentional wrongs. To the extent permitted by law and to the extent funds are appropriated or coverage is available for this obligation, the District agrees to indemnify and hold harmless City Year, its officers, directors, agents, and employees, from and against any and all third party claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs and expenses, including reasonable attorney's fees, which may be incurred or sustained by reason of the failure of the District to fully comply with the terms and obligations of this Agreement, or for the District's errors or omissions or intentional wrongs.
13. **Criminal Record Check.** City Year shall not assign or place any person in a position where they have contact with students of the District if that person is required to be registered as a sex offender. City Year will ensure that criminal record background checks are performed on all City Year AmeriCorps members and any employees who will have access to or contact with District students. State checks may be conducted based on location. City Year agrees that it will supply the District with full and complete copies of National Sex Offender and applicable state check reports upon request. Additionally, a Federal Bureau of Investigation (FBI) check or a national level search will be run. The FBI report is adjudicated by an external vendor therefore a clearance is available upon request. City Year agrees that the District may in its sole discretion exclude any City Year AmeriCorps member or employee from working with the District students based on the results of a criminal record background check. If the District deems additional background checks necessary, the District assumes the burden of conducting and adjudicating these additional checks.
14. **Compliance with Applicable Law.** Each of the parties hereto agrees to comply with any and all federal and state laws, applicable to its operation, its execution, delivery and performance of this Agreement and the operation of the school buildings in the State of Arizona.
15. **Insurance.** City Year shall maintain Commercial General Liability ("CGL") insurance in an amount not less than \$1,000,000. Upon its execution and delivery of this Agreement, the District shall be an additional insured on said policy. Upon request, City Year shall furnish the District with a copy of its current Commercial General Liability certificate of insurance. If City Year's policy is canceled during the term of this Agreement, City Year shall immediately notify the District.
16. **Independent Contractor.** The District and City Year agree that City Year is an independent contractor and is not an employee of the District. City Year shall be responsible for payment of all taxes, including federal, state, and local taxes arising out of City Year's membership benefits and services, including, but not limited to, federal and state income taxes, Social Security tax, unemployment insurance taxes, and any other taxes. City Year employees and AmeriCorps members shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the District. City Year shall have no authority to assume or incur any obligation or responsibility for the District, or to make any warranty for or on behalf of the District, or to bind the District.
17. **Expenses:** The parties shall pay their respective attorney fees, accounting fees and other costs and expenses incurred in connection with the performance of this Agreement.

18. **No Assignment.** This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other.
19. **No Third-Party Beneficiary.** This is not a third-party beneficiary contract. No person or entity other than a party signing this Agreement shall have any rights under this Agreement.
20. **Severability.** In the event that any provision of this Agreement, or the application of such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, or unenforceable, the remainder of this Agreement shall continue to be enforceable to the fullest extent permitted by law.
21. **Headings.** Any headings contained in this Agreement are for convenience only and shall not be deemed a part of this Agreement.
22. **Counterparts Permitted.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.
23. **No Waiver.** A party to this Agreement may, on a single occasion or on multiple occasions, waive or fail to require full and timely performance of any obligation arising under this Agreement. Such waiver or failure to require full or timely performance shall not be deemed a permanent waiver of any such obligation. No such decisions or failures shall give rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing or other defense of any nature to any obligation arising hereunder.
24. **Choice of Law and Venue.** This Agreement shall be subject to, and interpreted by and in accordance with, the laws of the State of Arizona.
25. **Notice.** Any notice, demand, or other communication given or required to be given under this Agreement (sometimes collectively referred to as a “Notice”) shall be in writing and shall be delivered to the address of the party as set forth below:
- If to: City Year, Inc.
 287 Columbus Ave
 Boston, MA 02116
 Attention: Jared Billings, Market President, City Year, Inc.
 jbillings@cityyear.org
- With a copy to:
- City Year, Inc.
 287 Columbus Avenue
 Boston, MA 02116
 Attention: Kanna Kunchala, Acting Chief Financial Officer
 kkunchala@cityyear.org
- If to: Osborn Elementary School District
 1226 W. Osborn Rd. Phoenix, AZ 85013
 Attn: Dr. Michael Robert, Superintendent
26. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written or oral, regarding such subject matter and may not be

modified or amended except by a written agreement specifically referring to this Agreement signed each party hereto.

[Signatures to Follow]

IN WITNESS WHEREOF, each of the parties has caused its duly authorized representative to sign and deliver this Agreement on the day and year first above written.

OSBORN ELEMENTARY SCHOOL DISTRICT

By: Dr. Michael Rober
Its: Superintendent

Date

CITY YEAR, INC.

By: Kanna Kunchala
Its: Acting Chief Financial Officer

Date

By: Jared Billings
Its: *Market President

Date

**Unofficial Signatory*



Appendix A - Executive Summary - Statement of Partnership
City Year and School – 2025 through 2026__

The Statement of Partnership outlines goals, Whole School Whole Child programming, evaluation requirements, and conditions for success for the City Year and School partnership in connection with the **Osborn Elementary School District**.

This Executive Summary provides a brief overview of the goals and partnership management expectations agreed upon by City Year and School staff; see the full Statement of Partnership for further information on membership benefits, services, data/evaluation requirements and roles/responsibilities.

ATTENDANCE

Attendance Initiatives (Tier 1)
Support School-wide Attendance Initiative (Tier 1)
Attendance Coaching (Tier 2)

Goal:

Condition:

BEHAVIOR

Behavior/Social-emotional Development Appreciation and Recognition (Tier 1)
Behavior/SEL Skill Instruction: 50 Acts of Greatness [3-5] (Tier 2)
Behavior/SEL Skill Instruction: School-provided Behavior Coaching (Tier 2)
Behavior/SEL Coaching: Check in, Check out
Devereux Student Strengths Assessment (DESSA)

Goal:

Condition:

COURSE PERFORMANCE: ELA/LITERACY

English/Literacy Classroom (Instructional) Support (Tier 1)
English/Literacy Events (Tier 1)

Goal:

Condition:

COURSE PERFORMANCE: MATH

Math Classroom (Instructional) Support (Tier 1)

Goal:

Condition:

CROSS INDICATORS

AFTER SCHOOL

After-school programming co-provider (Tier I)

Monitoring Success

- A City Year staff member will participate as a member of school's leadership team, as appropriate.
- City Year AmeriCorps and staff members will participate in teacher team meetings, including subject area and cross-subject area teams.
- City Year staff will meet with the school's leadership team to conduct a formal partnership review at least twice per year.
- City Year staff will meet with a school partner liaison to discuss progress against goals at least bi-weekly.
- City Year AmeriCorps members will meet with their partner teacher(s) at least bi-weekly to discuss student progress, review intervention session plans, and plan for collaborative classroom support.

Preparation and Training

In order to launch the partnership successfully and prepare City Year AmeriCorps members to be an integrated part of the school's instructional program:

- The City Year team will participate in summer training and on-going professional development opportunities, which will be discussed and scheduled by the school liaison and City Year staff. The School Partner will provide training for AmeriCorps members on the school's core curriculum in ELA and Math, as well as training on any supplemental programs used for student intervention.
- The School Partner will provide an orientation to the any/all of the school's climate and student engagement initiatives, socio-emotional learning programs, student behavior policies, student support referral systems, attendance support initiatives, and attendance policies. This will happen virtually if necessary.
- The School Partner will introduce the AmeriCorps members to any outside afterschool program providers and/or orient them to afterschool program curricula. This will happen virtually if necessary.
- The School Partner and City Year will design and implement an orientation for the school staff and the City Year team. City Year will participate in the school's orientation for faculty and staff during which the City Year team will host an orientation for the School Partner faculty and staff to introduce the teachers and school staff to the City Year AmeriCorps members, build team and share a plan for the year. The School Partner will introduce the AmeriCorps members to the school's vision and basic operations. This will happen virtually if necessary.
- The School Partner will inform the City Year team of the school emergency/safety plan policy, mandated reporting procedures and any information relevant to their interactions with students and staff. This will happen in person if necessary.

Material Support

School agrees to provide the City Year Team with:

- Consistent tutoring space, which includes tables or desks and chairs, that is reasonably free of distraction.
- Dedicated closed-door planning and meeting space including a secure storage space for personal belongings and service-related materials.
- Dedicated space to lead after-school/enrichment activities.
- Regular access to an adequate number of computers, internet and telephones that have external access capabilities, following the school's established protocols.
- Access to copier and office supplies as necessary to support the team.
- Access to service-related supplies and materials, including text and library books, teacher guides, curriculum support materials, intervention program materials, test prep materials, worksheets, hands-on materials, etc.
- Bulletin board(s) to communicate City Year programs and/or impact data.

- Access to the school's network with access to the Internet available throughout the day for City Year provided laptops and tablets to support the City Year team accessing CY tools and entering data about our activities in the school.
- Access to school/district Student Information System to support CY team in having the latest information about a student's attendance and assignments to facilitate supporting the student as well as enabling more meaningful conversations with teachers about the student.

Who is the City Year AmeriCorps Member (ACM)?

A deeply empathetic relationship-builder with a growth mindset committed to a cause greater than oneself.

Identity Formation

AmeriCorps members possess a self-narrative about who they are as learners and leaders, and the meaning they've gained from their experience

Agency

AmeriCorps members believe in their ability to succeed, advocate for themselves, and make a difference in their communities

Durable Skills

AmeriCorps members develop and accelerate durable, foundational skills in relationship building, persistence, flexibility & adaptability, critical & analytical thinking, continuous improvement and self-accountability and the effective application of them to their work with students

City Year is committed to a service experience that values their voice and safeguards their health and well-being. Through coaching and managing, our Impact Staff are in place to support the development of Identity Formation, Agency and Durable Skills.

Learning and development days for our ACMs take place over the course of their year. City Year designs a series of community-centered activities created to help our Corps develop skills, meaning making of our shared service journey, and support greater impact with students.

ACM Coaching Support System

CY implements a coaching approach is asset based and creates an environment that is supportive of corps members meeting their own personal success standards and achieving against their scope of work on their team and with their students. Overall, this approach should hold a mindset that focuses on:

- Identifying ways that we all contribute to making change and opportunities possible for our students
- A focus on supporting individual definition of personal excellence within the scope of our work that aligns to the local definition of full program participation
- A belief that punitive punishment does not cause you to perform better. Instead, we will use coaching and feedback as tools for improvement and personal development

What can we expect from the CY ACM?

ACMs are 17-25 year olds who are identified as life-long learners and future civic leaders. They are placed on a diverse team where skills and strengths are leveraged to support the whole school community. This shared experience allows our ACMs to experience a community of practice, build teamwork skills and connect through a year of service.

In partnership with the school and classroom, the service year is an opportunity to establish positive developmental relationships with students that have a measurable impact on the students' social-emotional and academic development and to partner with teachers and school partners to strengthen the learning environment. City Year ACMs contribute their unique identities, perspectives and skills to create a diverse and unique asset to your school community.

APPENDIX B: AmeriCorps List of Non-Allowable Activities

Prohibited Activities (see 45 CFR § 2520.65):

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or AmeriCorps, staff and members may not engage in the following activities:

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
 - a. A business organized for profit;
 - b. A labor union;
 - c. A partisan political organization;
 - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - e. An organization engaged in the religious activities described in paragraph C.7. above, unless AmeriCorps assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as AmeriCorps may prohibit.

In addition to the above activities, the below activities are additionally prohibited:

Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.

Election and Polling Activities. AmeriCorps member may not provide services for election or polling locations or in support of such activities.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non- AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing engaging in any of the above activities on their personal time.

All locations where members serve should post a list of the prohibited activities, when possible.

Additional AmeriCorps Restrictions (see 45 CFR § 2540.100):

Nonduplication. Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the Nondisplacement requirements are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

Nondisplacement.

1. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
2. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
4. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that -
 - a. Will supplant the hiring of employed workers; or
 - b. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
6. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any -
 - a. Presently employed worker;
 - b. Employee who recently resigned or was discharged;
 - c. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - d. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
 - e. Employee who is on strike or who is being locked out.

APPENDIX C: Data Sharing Agreement

In order for City Year to successfully implement the membership benefits and services described in the District Partnership Agreement between the parties [of even date herewith] and improve student performance, it is essential that City Year have access to the necessary data and support to properly monitor, adjust and measure the impact of the student supports provided.

ACCORDINGLY, in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

1. **Use of Data.** City Year uses student-level performance data in partnership with district and school personnel to:
 - determine the scope and types of whole-school, in-class, and targeted student supports it will provide;
 - set goals with school administration, teachers, and students regarding school, classroom, and student outcomes;
 - monitor the progress and evaluate the efficacy of its suite of programming, from individual students up to whole-school impacts;
 - identify students who are in need of intensive support, monitor their progress, plan and track their interventions throughout the year;
 - report on performance metrics to the school and the school district; and
 - inform and refine our WSWC model design and improve overall quality of partnership.
2. **Obligations of City Year.** To ensure appropriate whole school and targeted interventions are provided, City Year agrees to:
 - periodically review student progress in coordination with representatives from each school partner's student support team (or reasonable proxy) and make decisions regarding student participation in the partnership's targeted interventions;
 - complete periodic reports on behalf of the partnership to City Year's stakeholders, including the school district and AmeriCorps;
 - share evaluation reports from evaluations commissioned by City Year; and
 - track key output data related to City Year's core programming.
3. **Obligations of the District.** To ensure appropriate whole school and targeted interventions are provided, the District agrees to:
 - provide a primary data collection liaison/data coordinator to ensure that the school and/or the school district provide all necessary student-level data in a timely basis, in accordance with district policies and procedures;
 - help facilitate the completion of surveys and report outcome data in a timely manner to help facilitate internal or external reporting on City Year's impact;
 - facilitate and/or support the collection of student-level whole school data as outlined below; and
 - provide all students' previous year data for all schools covered under this agreement to City Year no later than September 1 of the following school year(s) (that is at the start of each school year covered by this agreement).
 - provide all end of year data for the school year(s) covered under this agreement to City Year no later than October 1 of the following school year(s).
4. **Data Access, Acquisition, and Requirements.** From the District, City Year will receive the following identifiable, student-level information for all students in the schools that are part of this Agreement (a sample of the preferred data file formats is available):

- attendance data (e.g. daily absence or tardiness, number of absences/tardies over a specified time period, days attended and missed, average daily attendance);
- behavior/discipline data (e.g. number of detentions, suspensions, office referrals);
- climate & culture data (e.g. student, teacher, family, or other climate survey results);
- ELA and math assessment data (e.g. teacher-produced, district interim and benchmark, district and state standardized tests);
- ELA and math marking period grades and end-of-course grades;
- ELA and math course assignments and grades (if available);
- student identification and demographic data (e.g. name, district ID, date of birth, race/ethnicity, gender); and
- class, class enrollment, teacher, and school identification data (e.g. name of ELA and math class and teacher, class rosters, school and class schedules).

This data will be provided for the current academic year on at least a weekly basis via a secure file transfer from the District to City Year and/or (to an agreed upon third-party data collection and management company) City Year's data transfer partner, which provides a purpose-built data integration tool to produce data visualizations specific to the needs of K-12 Districts.

Each school will complete surveys which will be used for reporting of City Year's impact. These include:

- periodic principal, school liaison, and teacher surveys;
- periodic student surveys; and
- any other pre-arranged survey efforts that will assist City Year to improve its programming.

The District will provide updated feeder pattern/student matriculation data, as needed – on an annual or biannual basis – to inform the strategic deployment of City Year AmeriCorps members to schools.

Additionally, to enable City Year's partnership with the District, as well as the ability for City Year to support the District's virtual learning efforts, if virtual learning takes place, the District agrees to:

1. Provide District email accounts to all City Year AmeriCorps members and relevant City Year staff; and
 2. Provide access to any virtual learning applications and technology platforms to all AmeriCorps members and relevant City Year staff.
5. **Subcontractor Use of District Data.** To the extent necessary to perform its obligations specified in the Agreement, City Year may disclose District Data to subcontractors pursuant to a written agreement with the subcontractor. Subcontractors will be bound by all data security, storage, and retention requirements under FERPA and other applicable federal, state, and local laws. Files containing student data will only be shared via secure password protected networks and log-in information will only be shared with limited project personnel. For the limited purposes of the evaluation of City Year programs and analyses of how to serve City Year's student populations most effectively, City Year may share student data with subcontractors who are agents, advisors, and third-party consultants, researchers, and evaluators ("Representatives"). In these instances, the student data will be de-identified, and students will be assigned unique External Evaluation ID numbers, assigned through an automated process. City Year will inform any Representatives of the confidential nature of the data and direct them to treat the data confidentially and for the limited purpose of assisting City Year with its research and evaluation. In districts where Institutional Review Board (IRB) approval is required, it is the responsibility of the Representatives to secure approval.
6. **FERPA.** City Year uses data in partnership with the District in the legitimate educational interest of students, by reviewing student-level data to identify which students need supports and to modify those supports in response to data, aligning with the requirements listed in 34 C.F.R. §99.31 of the Family Educational Rights and Privacy Act (FERPA).

For purposes of this Agreement, City Year shall function as an agent of the District with regard to accessing pupil record information necessary for City Year’s performance. City Year agrees to the following conditions, as required by 20 U.S.C. §1232g and 34 C.F.R. §99.31(FERPA): City Year is under the direct control of the agency or institution with respect to the use and maintenance of education records; and City Year is subject to the requirements of 34 C.F.R. §99.33(a) governing the use and re-disclosure of personally identifiable information from education records.

For purposes of studying the program to improve instruction, City Year shall comply with all requirements of 34 C.F.R. §99.31(a)(6). City Year shall conduct its study in a manner that does not permit personal identification of parents and students by anyone other than representatives of City Year authorized by this Agreement with legitimate educational interests for purposes of this Agreement. For the purposes of auditing or evaluating City Year’s federally-supported program, City Year shall comply with 34 C.F.R. §§99.31(a) and 99.35.

- 7. Ownership and Protection of Confidential Information.** Confidential Information means any and all information of either party disclosed or otherwise made available to or learned by the parties under this Agreement, which is designated as “confidential” or “proprietary” or which, under all of the circumstances, ought reasonably to be treated as confidential, and includes, but is not limited to, school data and all school student records and personnel records of both parties.

School Information means all information, in any form, furnished or made available directly or indirectly to City Year by the school partner or otherwise obtained by City Year from the school partner in connection with this Agreement, including all information of the school, District or any District affiliates to which City Year has had or will have access, whether in oral, written, graphic, or machine-readable form.

City Year, the District, and each school partner will maintain the confidentiality of any and all student data exchanged as part of this Agreement. Confidentiality requirements will survive the termination or expiration of this agreement. To ensure the continued confidentiality and security of student data, City Year and school security plans will be followed. The exposure of Confidential Information by City Year, the District, or a school partner will be reported to the data owning party within 48 hours of discovery of the exposure and a report detailing the exposure’s cause and all data revealed will be provided to the data owning party within 30 days.

Confidential Information of either party (and any derivative works thereof or modifications thereto) is and will remain the exclusive property of that party or its licensors, as applicable. Neither party shall possess nor assert any lien or other right against or to Confidential Information of the other party. No Confidential Information of either party, or any part thereof (including, without limitation, any School Information), will be sold, assigned, leased, or otherwise disposed of to third parties by the other party or commercially exploited by or on behalf of City Year, its employees or agents.

During the course and scope of its partnership and services hereunder, City Year and/or its school partners will gain knowledge of or have access to, including electronic access to, Confidential Information of the other party, or otherwise have Confidential Information disclosed to it. The parties each understand that Confidential Information is made available to it only to the extent necessary to perform its duties within the course and scope of this Agreement, and the respective parties’ and their respective personnel will use Confidential Information for no other purpose. Each party will disclose Confidential Information only to its personnel, representatives, and subcontractors with a need to access such data as a necessary part of the performance of this Agreement.

City Year personnel may, by nature of the partnership and services, have access to systems and devices containing Confidential Information, but have no need to actually access such Confidential Information in order to perform Services. City Year therefore agrees to use reasonable efforts to avoid unnecessary

exposure by City Year personnel to Confidential Information. City Year further agrees to comply, and agrees to require City Year personnel to comply, with all applicable laws relating to the access, use and disclosure of Confidential Information and any School Information embodied therein. The parties will each cooperate fully in resolving any actual or suspected acquisition or misuse of Confidential Information.

Notwithstanding the terms of this section, the parties may disclose Confidential Information if disclosure is required by law in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the disclosing party must provide the other party prompt notice of the order and at the other party's request and expense, reasonably cooperate with efforts to receive a protective order or otherwise limit disclosure.

At no cost to the party that owns the Confidential Information, the other party shall upon (a) request by the owner at any time, and (b) upon termination or expiration of this Agreement and in accordance with applicable law, securely eliminate or return in the format and on the media in use as of the date of request, all or any requested portion of Confidential Information that may be in the other party's possession or control. Notwithstanding the foregoing and subject to any restrictions imposed by applicable law, the parties may each retain a copy of the other's Confidential Information solely for archival purposes and in connection with any dispute between the parties.

OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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

Agenda Item Number – IV-K

Agenda Item

Approval of 2024/25 Student Fees

For Board: Action Discussion Information

Background –

Below is a summary of the 2024/25 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

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 student fees for the fiscal year 2024/25.

Moved _____

Seconded _____

P/F

OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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

Agenda Item Number – IV-L

Agenda Item

Extracurricular Fee/Tax Credit Resolution

For Board: Action Discussion Information

Background –

Beginning January 1, 1998, A.R.S. §43-1089.01 established a tax credit for any fees paid by a taxpayer for the support of extracurricular activities – for the calendar year 2024, the allowable tax credit for an individual is \$250 and \$400 for a couple filing a joint return. The tax credit applies to school sponsored activities that **require enrolled students to pay a fee** in order to participate, including fees for band uniforms, equipment or uniforms for varsity athletic activities and scientific laboratory materials.

Extracurricular activities are, as defined by A.R.S. §15-342, “optional, noncredit, educational or recreational activity which supplements the education program of the school, whether offered before, during or after regular school hours”. Generally, any educational or recreational activities that supplement the educational program of the school are considered to be extracurricular activities. However, restrictions have been placed on recreational, amusement or tourist type activities. The resolution that is being presented for board approval contains the appropriate language and restrictions imposed by law.

Legal

A.R.S. §43-1089.01 and §15-342

Financial

Tax credit monies are used to supplement our educational programs; such expenditures include but are not limited to: tutoring, field trips, athletic activities, fine arts programs, and character education programs.

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 Extracurricular Fee/Tax Credit Resolution for the fiscal year 2024/25.

Moved _____

Seconded _____

P/F

2024/25 EXTRA-CURRICULAR FEE/TAX CREDIT RESOLUTION

It is resolved, by action of the Governing Board of Osborn School District No. 8, (the “District”), made on August 20, 2024 that the District will assess each student two dollars (\$2.00) per year to cover participation in all extra-curricular activities that are eligible to receive funding from the tax credit program and also assess an after-school sports participation fee of \$10.00 per sport per student for transportation. The school principal may waive this fee for students who are eligible for free or reduced lunches or for any student for whom the principal determines that the fee would present a hardship.

The following categories are approved programs under the tax credit program:

- Educational Field Trips
- Athletics
- Arts
- Enhancement & Enrichment Activities
- Character Education Programs

Athletics **include** all Interscholastic Sports and Intramurals sanctioned by the Board. In-state or out-of-state trips that are solely for competitive events qualify.

Arts **include** programs such as Band, Choir, Drama, Arts and Culinary Arts or before and after school programs that contains activities **of this nature**.

Enhancement & Enrichment Activities are activities that **support, enhance and provide growth opportunities** to the students’ educational processes. Trips or events that are “recreational, amusement or tourist activities” do not qualify for the extracurricular tax credit.

The taxpayer may select from one or more of the approved categories and may list a preference. The district will attempt to honor the preferences. These funds may be spent for activities meeting the identified criteria before, during and after school.

Governing Board President _____

Governing Board Member _____

Clarendon School 4 th - 6 th 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 School Preschool - 6th grade 715 E. Montecito Phoenix, AZ 85014 (602) 707-2500	Osborn Middle School 7 th - 8 th grade 1102 W. Highland Phoenix, AZ 85013 (602) 707-2400	Solano School Preschool - 6th grade 1526 W. Missouri Phoenix, AZ 85015 (602) 707-2600
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OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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

Agenda Item Number – IV-M

Agenda Item

Revised Sole Source Listing FY25

For Board: Action Discussion Information

Background –

A contract may be awarded for a material, service or construction item without competition if the governing board determines in writing that there is only one source for the required material, service or construction item. The school district may require the submission of cost or pricing data in connection with an award under this Section. Sole source procurement shall be avoided, except when no reasonable alternative source exists.

Curriculum products–

The District is recommending the following list of sole source products/vendors.

Legal

R7-2-1053. Sole source procurements

Financial

Governing Board Goals

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

Recommendation

The District is recommending the Governing Board approve the sole source products/vendors for the 24/25sy, effective July 1, 2024.

Moved _____

Seconded _____

P/F

Sole Source 24-25

Product Type	Product Name (Vendor)	Sole Source Letter	Other Notes	Anticipated Total
Online Software	Amplify	7/14/2022	Amplify Sole Source Letter	\$6,500.00
Teacher/Student Support Materials	Father Flanagan's Boys Home/ Boys Town	6/12/2023	Father Flanagan Boys Home	\$25,000.00
Teacher/Student Support Materials	GreatMinds PBC	1/2/2024	GreatMinds Sole Source Letter	\$182,000.00
Online Software	Renaissance	7/30/2024	Renaissance/Illuminate sole source letter	\$60,000.00
Online Software	iStation	1/1/2024	iStaton Sole Source Letter	\$20,000.00
Online Software	IXL	6/13/23-Present	IXL Learning Sole Source Letter	\$21,310.00
Online Software	Lexia(lexia Learning Systems)	1/1/2024	Lexia Sole Source Letter	\$55,000.00
Student Support Materials	LLI Kits & Supporting Materials (Heineman)	1/1/2024	Heineman Sole Source Letter	\$5,000.00
Development/ Teacher Support, Student Support Materials	Loving Guidance / Conscious Discipline	3/18/2024	Loving Guidance / Conscious Discipline Sole Source Letter	\$30,000.00
Professional Development /Teacher Support	NIET	4/14/2023-Present	NIET Sole Source Letter	\$82,000.00
Student Support Materials	Scholastic	5/12/2020-Present	Scholastic Sole Source letter	\$23,500.00
Online Software	Second Step	1/4/2023-Present	Second Step Sole Source Letter aka Committee for Children	\$12,000.00
Online Software	ST Math (Mind Research) now Mind Education	6/12/2023-Present	Mind Education Sole Source Letter	\$22,000.00
Teacher/Student Support Materials	Thinking Maps	6/12/2023-Present	Thinking Maps Sole Source Letter	\$30,000.00
Student Support Materials	BeBop Books/ Lee&Low Books	1/18/2018 - Present	BeBop Books Sole Source Letter	\$5,500.00
Provider of training programs and products	Crisis Prevention Institute	4/23/2024	crisis prevention institute sole source letter	\$18,000.00
Student Support Materials	Fountas & Pinnell Benchmark Assesment System (Heineman)	1/1/2024	Heineman Sole Source Letter	\$5,000.00
Online Software	Pearson(online gifted testing)	7/23/2024	Pearson Training Sole Source letter	\$13,500.00
Teacher/Student Support	SIPPS/ Center For The Collaborative Classroom	7/2/2024	Center For the Collaborative Sole Source Letter	\$10,000.00

Sole Source 24-25

Teacher Student Support	STAR	1/8/2024	STAR Autism Support Sole Source Letter	\$10,000.00
online software	Nearpod	1/2/2024	Nearpod Sole Source Letter	\$17,000.00
Student Support Materials	Houghton Mifflin Harcourt	6/21/2023-Pres	HMH Sole Source Letter	\$20,000.00
Online software	Kaseya US LLC	8/15/2024	Kaseya Sole Source Letter	\$10,000.00

Amplify.

55 Washington Street, Suite 800
Brooklyn, NY 11201-1071
T: 800.886.9126 F: 646.403.4700
www.amplify.com

February 14, 2022

Ms. Jennifer Page
Osborn School District
1226 W Osborn Rd
Phoenix, AZ 85013

RE: Sole Source Information – Amplify Science™

Dear Ms. Page:

Through a license agreement with the Regents of the University of California, Amplify Education, Inc. is the sole publisher and distributor of the **Amplify Science™** family of products. Amplify is the only organization that delivers the curriculum, training, materials, and professional development services for this product. The products and services are comprised of content and methodologies that are protected by copyrights held by or exclusively licensed to Amplify.

Please contact your Amplify sales representative if you have further questions regarding our products and services.

Amplify.

Sincerely,



Steven Zavari
*SVP and General Manager, Science
Amplify Education, Inc.*



June 12, 2023

Osborn School District
1226 W Osborn Rd
Phoenix, AZ 85013

To Whom It May Concern:

We have been advised by your agency that a search for providers must be completed. In order to assist you in your efforts to find providers, we thought you might wish to know the Father Flanagan's Boys' Home is the only one who provides consulting and training services based on the Father Flanagan's Boys' Home Model.

Father Flanagan's Boys' Home is a sole source provider of these services.

Thank you for your interest in our training. We look forward to working with your agency.

Sincerely,

Tara S Hill

Tara Hill
Business Office Manager – Youth Care



every child
is capable
of greatness

January 2, 2024

Dear Customer:

This letter confirms that Great Minds PBC (referred to as “Great Minds”) is the sole source provider of the *Eureka Math*® “Learn, Practice, Succeed” curriculum materials, in all formats, including digital, and translations (including, Mandarin, Arabic, and Spanish). Great Minds is the copyright holder to these materials as well as the publisher and producer. Additionally, Great Minds is the sole, authorized provider of Professional Services such as professional development and training that is designed and developed by the writers of the *Eureka Math*® curriculum.

Any questions should be directed to sales@greatminds.org.

Sincerely,

Lynne Munson
President & CEO

Great Minds PBC
50 M Street, SE, Suite 340
Washington, DC 20003
202.222.1854

greatminds.org



Renaissance

See Every Student.

PO Box 8036
Wisconsin Rapids, WI
54495-8036

P: (715) 424-3636
www.renaissance.com

July 30, 2024

Osborn School District
Frances Staron
Purchasing Department
1226 W Osborn Rd
Phoenix, AZ 85013

RE: Sole Source Letter for Renaissance solutions

As a global leader in educational technology for pre-K-12 students, Renaissance is committed to giving educators insights and resources to accelerate growth and help all students build a strong foundation for success. Our portfolio includes assessments, skills practice programs, data analytics, and teacher-facilitated instructional delivery that are sole-sourced products created, sold, and distributed exclusively by Renaissance Learning, Inc., 2911 Peach Street, Wisconsin Rapids, Wisconsin ("Renaissance").

Assessment

DnA

DnA is a K-12 standards-based assessment creation and administration platform providing instant scoring, formative feedback, and interactive reporting. Districts can use DnA's high-quality, standards-based assessment content to build assessments tightly aligned to their scope and sequence or choose to customize DnA's prebuilt assessments to gain information-rich data on student learning. Prebuilt reports give instant visibility into standards mastery, and custom reporting offers a holistic view of performance across assessments. As a complete solution to accelerate standards proficiency, DnA also offers content authoring, live proctoring, and built-in distractor rationales to guide in-the-moment feedback.

FastBridge

FastBridge provides K-12 research-based universal screening and progress monitoring for academics and social-emotional behavior (SEB) with intervention recommendations. It provides valid, reliable, and accurate information about students' risk levels and growth, and it offers prescriptive instruction and intervention recommendations to target skill gaps for students, groups, and the whole class. As a result, educators can identify students' academic and SEB needs faster, align with the right interventions at the right time, and measure whether interventions are helping students catch up – all in one platform.

Inspect

The Inspect item bank is a library of thousands of assessment items aligned to math, English language arts, history, and Next Generation Science Standards (NGSS) that can be paired with DnA and/or SchoolCity assessments. Inspect's pre-built assessments may be used in any capacity to support instruction. Pre-built assessments may be used as-is, or they may be modified by educators to fit their specific formative assessment needs. These assessments are available in online and paper formats.

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myIGDIs

myIGDIs for Preschool curriculum-based measures assess the developing literacy, numeracy, and social-emotional skills of pre-K children. myIGDIs help early childhood educators identify learners who may need additional support to reach kindergarten-readiness benchmarks and gauge the effectiveness of the support they provide. With both paper and electronic administration options, myIGDIs provides clear instructions for delivery and scoring, as well as detailed analytics to support screening and progress monitoring within Response to Intervention (RTI) and Multi-Tiered Systems of Supports (MTSS) models.

Renaissance Fundamentals

Renaissance Fundamentals provides a K-12 universal screener that helps to uncover non-academic barriers to student learning, like lack of confidence, motivation, or connectedness. Students can complete a survey in 15 minutes or less on their feelings about school and themselves as learners, with actionable reports immediately available for educators. Renaissance Fundamentals can be used as a critical component of a Multi-Tiered System of Supports (MTSS) process or other whole-child initiatives, allowing educators to identify at-risk students and areas of concern before they manifest as chronic issues.

SchoolCity

SchoolCity is a deeply customizable K-12 assessment solution designed to help large districts achieve their unique vision for standards-based assessment creation, administration, and reporting. It supports development of new online testing tools, accommodations, item types, and more for districts that seek to invest in their standards-based platform to ensure it is shaped around their specific needs. Start with the current SchoolCity platform as a base, and partner with our team to make the right developments and platform-level customizations needed to truly support your team in accelerating standards mastery for all learners. GradeCam assessment scanning and scoring software also is available to support SchoolCity.

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54495-8036

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Star Assessments

Star Assessments are award-winning tests for reading, math, and early literacy. Trusted by more than 30,000 schools and highly rated by the National Center on Intensive Intervention, Star Assessments help educators quickly gain accurate insights into student learning, growth, and achievement so they can help all learners reach their full potential. Star Assessments may be purchased in packaged suites or as individual measures, including:

- The computer-adaptive **Star Reading (K-12)**, **Star Math (K-12)** and **Star Early Literacy (PK-3)** assessments in English and Spanish
- The curriculum-based measures **Star CBM Reading (K-6)**, **Star CBM Lectura (K-6)**, and **Star CBM Math (K-3)**
- The **Star Custom** formative assessment tool (K-12) with pre-loaded items, authoring tools, and ready-to-administer skill probes

Star Phonics

Star Phonics is the first and only web-based assessment that screens and diagnoses 12 phonics categories and 102 essential skills. Designed for grades 1-6, Star Phonics can be administered either in person or remotely and provides immediate reporting aligned to your district's reading curriculum. Built on Science of Reading research, Star Phonics gives educators specific information about students' development of essential phonics components, including which students are struggling, which phonics skills are secure, and which need more attention. With this information, educators can plan targeted, appropriate instruction to meet every student's needs.

Star Preschool Literacy

Star Preschool Literacy measures foundational literacy skills of preschool students (1 and 2 years prior to kindergarten) to give educators the data and insight to inform instructional decisions and jumpstart every student's learning journey. Educators deliver this computer-adaptive assessment one on one.

Practice

Accelerated Reader

Accelerated Reader is an independent reading practice program that helps students to become confident, lifelong readers. Feature more than 210,000 quizzes for fiction and nonfiction books at a wide range of levels, Accelerated Reader gives students extensive choice in what they read and keeps them engaged in independent reading practice as they work toward personalized goals. Quizzes for Spanish titles help meet the needs of emergent bilingual learners, while in-depth reporting supports regular teacher-student conversations about reading time, reading comprehension, and reading growth.

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Freckle

Freckle Math offers standards-aligned, interactive math practice activities for K-12 students, including Algebra 1, Geometry, and Algebra 2. It adjusts the difficulty of practice based on what students know, which allows them to grow and learn in practice that represents a productive level of struggle. Freckle Math includes more than 70,000 unique math problems; number basics, number facts, and fact practice assignments; targeted practice assignments teachers can assign to the entire class or selected students; instructional supports including conceptual videos, walk-through videos, and skill-based videos that help students understand standards, walk through problems, and practice specific skills; inquiry-based lessons that help students build conceptual understanding of math topics and provide real-world learning experiences. Freckle Math also provides supports for Spanish-speaking students.

Freckle ELA helps to equitably accelerate student literacy with differentiated resources. More than 1,000 nonfiction and fiction passages are available that adapt to each student's level. Instructional supports include ELA skills practice, articles and stories that focus on vocabulary in context, word study. Teachers can assign specific standards for some or all students to practice, and assignments may include comprehension questions or writing prompts.

Freckle Science and **Freckle Social Studies** offer literacy-focused units that are available as supplemental purchases to Freckle ELA. Both Social Studies and Science units are built around a curated list of articles - each available at various reading levels - that include resources. Freckle Social Studies features engaging activities interspersed throughout each unit, including role-plays, gallery walks, Socratic seminars, and diary entries. Freckle Science units align to the Next Generation Science Standards and include diverse mediums including experiments, and simulations.

Lalilo

Lalilo is an innovative, visually engaging, standards-aligned literacy software program for grades K-2. It supports literacy learning and instruction through interactive and developmentally appropriate exercises for students and extensive data-tracking and planning tools for teachers. Lalilo supports learning and instruction across all components of literacy, including phonological and phonemic awareness, letter and word recognition, comprehension and fluency, vocabulary, writing, and social literacy. Lalilo strives to provide students with a comprehensive, supportive, engaging, and fun learning environment to promote independence, proficiency, and a love for literacy.

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myON

myON is a digital reading platform that provides students with 24/7 concurrent access to thousands of fiction and nonfiction books and news articles in English, Spanish, and additional languages. Students can download up to 20 books at a time to read offline. myON provides an engaging, immersive, multimedia reading experience with professionally recorded audio, annotation tools, built-in close-reading tools, customizable literacy projects, and tools that allow students to record themselves reading aloud. myON features a large collection of standards-aligned titles to support English language arts, math, science, and social studies lesson plans centered on reading and writing skills. myON News provides daily, age-appropriate news articles that enrich content-area classes and expand opportunities for reading in the school day. Add-on publisher collections also are available for schools to purchase to address specific curriculum needs and increase student choice.

Data Analytics

eduCLIMBER

eduCLIMBER provides interactive data management — from district-level to whole child — that strengthens implementations of multi-tiered systems of support (MTSS), including student need identification, intervention, effectiveness, and school improvement practices. eduCLIMBER gives every educator access to the right whole-child data at the right time in a single location. Collaborative workflow tools help teams make efficient and effective data-driven decisions and put next steps into action without leaving the platform. As a result, educators have a central hub to drive their MTSS implementations, meet whole-child needs, and evaluate equity and effectiveness.

Schoolzilla

Schoolzilla provides data-driven dashboards that give educators actionable insights into trends in student attendance and achievement, helping them to identify opportunities to improve outcomes for all learners. These near-real-time dashboards can integrate more than 135 education data sources, including student information systems, interim and state tests, Star Assessments, behavior management systems, and more. By combining learning data from Renaissance's solutions with these sources, the dashboards enable education leaders to get a true, full-circle view of their students' schools, and district, so they can better track daily progress toward goals around chronic absence, grades, student growth, and college readiness.

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Professional Services

Custom Data Integration

Renaissance offers **Custom Data Integration (CDI)** services to streamline school year setup, student roster auditing, new class creation, and other tasks. Districts can extract student information system (SIS) data and set up a process for Renaissance to retrieve data as often as nightly to identify any transfers, additions, changes, or deletions in student information data and process it directly in the district's Renaissance hosted site. An assigned data integration specialist from Renaissance works directly with the district to manage the overall data integration process.

Professional Development, Project Management, and Expanded Support

Renaissance provides a variety of professional development services to help educators and administrators use our software effectively. These include:

- **Custom on-site learning days**, which provide face-to-face, interactive sessions tailored to meet local needs.
- **Champions' Academies**, a training-of-trainers program that helps students and districts strengthen their internal expertise with Renaissance solutions.
- **Virtual learning sessions**, which provide highly-focused content in an interactive, affordable, and flexible format to fit busy schedules and address specific needs.
- **Renaissance-U** online training sessions, videos, and tutorials, which detail specific features of Renaissance solutions, demonstrate effective classroom strategies, and provide sustained professional development.
- **FASTflix** elearning content (for FastBridge only).
- **Project Management** services to support districts as they implement Renaissance solutions, facilitate project planning, provide a single point of contact for district personnel as questions, needs or challenges arise; address day-to-day issues; and escalate and resolve issues that affect district users.

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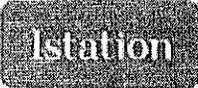
- **Silver and Platinum expanded customer support** for districts comprised of 40 or more schools.

For more information about Renaissance software and services, please contact Janey Bricker, Director of Proposal Solutions, at (800) 338-4204 or askproposals@renaissance.com for more information.

Sincerely,



Ted Wolf
Senior Vice President and Global Controller
Renaissance Learning, Inc.



01/01/2024

To Whom It May Concern:

Imagination Station, Inc. dba Istation, is the copyright holder for the following computer-delivered Istation products (Copyright 1998-2024): Istation assessments (Istation Reading Formative Assessment, Istation Spanish Literacy Formative Assessment, and Istation Math Formative Assessment) and Istation curriculum programs including teacher-directed resources (Istation Reading, Istation Spanish Literacy, and Istation Math).

These computer-based education assessments and programs are protected by the U. S. copyright law based on a proprietary technology developed and owned by Istation. The source code, techniques for delivering service reliably over low bandwidth intermittent Internet connections and web connections, as well as specifics of how the programs adapt to individual children, are Istation's trade secrets. Further, the characters, storylines, and programming "best practices" scope and sequences were developed and are owned by the company. Developed since 1998, Istation's products are state-of-the-art surpassing any computer-based education program in sophistication and effectiveness. No other product delivers the same benefits to children and teachers as these Istation products.

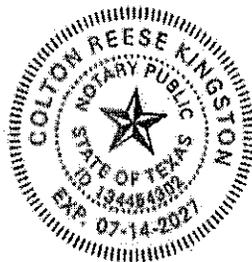
Istation's Assessments and Programs are unique and interactive intervention solutions for at-risk and ESL students that individualize instruction for each child. Based on best practices, it teaches children all the skills required to become a fluent learner, at their own pace, and provides ongoing assessment that enables the teacher to better organize group instruction. Istation does this by delivering instruction that models what a teacher would do if they could work one-on-one with a child. When a teacher can do this, they become aware of exactly what the child knows and doesn't know. Using that understanding of the child, they can tailor their instruction to that child. This is exactly what Istation Products do. For example, the Istation Reading program has been developed to take a non-reader who doesn't know an A from a Z and teach them to read with or without a qualified teacher. The same can be said for the Istation Math program, which focuses on taking a child who doesn't know a 1 from a 9 and teach them math skills with or without a qualified teacher. As a child interacts with the lessons in Istation, they are constantly monitored and assessed by the system. Based upon the child's interaction, they are taught new concepts, provided guided practice, and independent practice, and assessed on each skill that leads to fluency, thus providing an unlimited Response to Intervention (RTI) model.

Istation's exclusive copyright of the above-named Istation products precludes competition for these products.

Sincerely,

Monika Flood

Monika Flood
Chief Executive Officer



County of: Dallas

This instrument was acknowledged before me on:

January 12, 2024 by Monika Flood, Chief

Financial Officer of Istation, a Delaware

corporation on behalf of said corporation.

Colton Reese Kingston

Notary Public's Signature

SOLE SOURCE AFFIDAVIT

Before me, on this date of 01.12.2024, the undersigned official, personally appeared, a person known to me to be the person whose signature appears below, whom after being duly sworn upon his oath deposed and said:

1. My name is Monika Flood, I am over the age of 18, have never been convicted of a crime and being competent to make the affidavit.
2. I am an authorized representative of the following company or firm:
Imagination Station, Inc. (dba Istation)
3. The above named company or firm is the sole source of the following item(s) or product(s), and no other company or firm in the United States of America sells or distributes the product(s) listed below:
Istation Reading Formative Assessment, Istation Reading, Istation Spanish Literacy Formative Assessment, Istation Spanish Literacy, Istation Math Formative Assessment, and Istation Math
4. Competition in providing the above named item(s) or product(s) is precluded by the existence of a patent copyright secret process monopoly not applicable
5. The product is a film manuscript book utility service (including electricity, gas, or water) a captive replacement part or component for equipment none of the above
6. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or product(s) because of exclusive distribution or marketing rights.

Monika Flood

Signature of Authorized Vendor Official

Chief Financial Officer

Title of Authorized Vendor Official

Company: Imagination Station, Inc. (dba Istation) Contact Person: Monika Flood

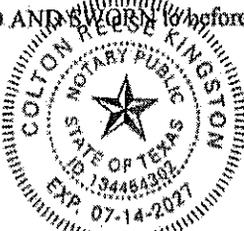
Address: 8150 N. Central Expressway Suite 2000 Email: proposals@istation.com

City, State, and Zip: Dallas, TX 75208

Telephone Number: 214-237-9300 Fax: 972-643-3441

Affidavit will be valid for two (2) years from date subscribed and sworn.

SUBSCRIBED AND SWORN to before me on this January day of 12th, 20 24.



Colton Reese Kingston
Notary Public Signature
Colton Reese Kingston
Printed Name
07-14-2027
Date Commission Expires



June 13, 2023

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Carah Dawkins

Account Manager

January 1, 2024

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4C1C4333FB5D4AE...

Nick Gaehde

President, Lexia Learning Systems LLC / Lexia Voyager Sopris Inc.

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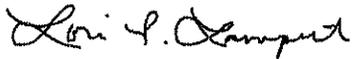
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March 18, 2024

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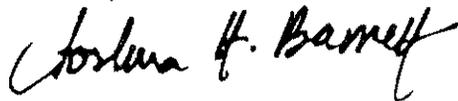
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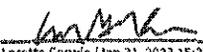
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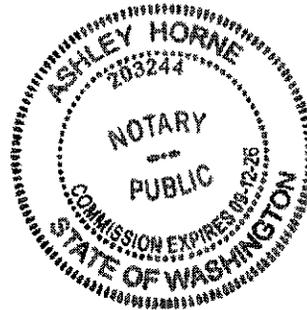
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Thank you again for your commitment to prevention education.

Loretta Corwin

Loretta Corwin

Signature: 
Loretta Corwin (Jan 31, 2023 15:23 PST)
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Patent #	Patent Name	Issue Date
10,304,346	System and Method for Training with a Virtual Apparatus	5/28/2019
9,852,649	Method and System for Teaching Vocabulary	12/26/2017
9,633,570	Systems & Methods Incorporating Animated Widgets in a Virtual Learning Environment	7/23/2013
9,449,415	Method and System for Presenting Educational Materials	9/20/2016
8,491,311	System and Method for Analysis and Feedback of Student Performance	7/23/2013
7,653,931	System and Method for User Login and Tracking	2/27/2007
D845,393	Drawing Tool	4/9/2019
9,848,816	Devices and Method for Hands-on Learning Of Mathematical Concepts	12/26/2017

Additional details for the patents listed above may be found at www.mindresearch.org/patents. Please call us at (949) 345-8700 if you have any questions.

Kind Regards,

Michael Sell

Michael Sell, Director, Revenue Operations



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F&P SELECT, Green Collection 2, Grade 1, (55 titles, 330 books), 0-325-05713-3, 978-0-325-05713-2
F&P SELECT, Red Collection 2, Grade 3, (30 titles, 180 books), 0-325-05723-0, 978-0-325-05723-1
F&P SELECT, Red Collection 2, Grade 3, (30 titles, 30 books), 0-325-05706-0, 978-0-325-05706-4
POSTER - F&P Alphabet CY17 (one side only), 0-325-08909-4, 978-0-325-08909-6
POSTER - F&P Consonant Pack, 0-325-09971-5, 978-0-325-09971-2
Reading Record BAS 1 3rd Ed Institutional, 0-325-09246-X, 978-0-325-09246-1
Reading Record BAS 1 Institutional, 0-325-08109-3, 978-0-325-08109-0
Reading Record BAS 2 3rd Ed Institutional, 0-325-09248-6, 978-0-325-09248-5
Reading Record BAS 2 Institutional, 0-325-08110-7, 978-0-325-08110-6
Reading Record Blue Institutional, 0-325-08104-2, 978-0-325-08104-5

Reading Record Gold Institutional, 0-325-08106-9, 978-0-325-08106-9
Reading Record Green Institutional, 0-325-08103-4, 978-0-325-08103-8
Reading Record Orange Institutional, 0-325-08102-6, 978-0-325-08102-1
Reading Record Purple Institutional, 0-325-08107-7, 978-0-325-08107-6
Reading Record Red Institutional, 0-325-08105-0, 978-0-325-08105-2
Reading Record SEL Institutional, 0-325-08111-5, 978-0-325-08111-3
Reading Record Teal Institutional, 0-325-08108-5, 978-0-325-08108-3
Reading Record Universal Institutional, 0-325-09243-5, 978-0-325-09243-0

FPL Digital LLI System Subscriptions (Annual Per-Teacher) Temporary Introductory Version

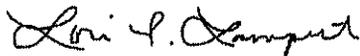
LLI Orange Annual Subscription, Grade K, Text Levels A-E, #LLI13614, 0-325-13614-9, 978-0-325-13614-1
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LLI Gold Annual Subscription, Grade 4, Text Levels O-T, #LLI13686, 0-325-13686-6, 978-0-325-13686-8
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LLI K&2 System Bundle (Orange & Blue), #LLI13619, 0-325-13619-X, 978-0-325-13619-6
LLI 1&2 System Bundle (Green & Blue), #LLI13620, 0-325-13620-3, 978-0-325-13620-2
LLI 2&3 System Bundle (Blue & Red), #LLI13717, 0-325-13717-X, 978-0-325-13717-9
LLI 3&4 System Bundle (Red & Gold), #LLI13709, 0-325-13709-9, 978-0-325-13709-4
LLI 4&5 System Bundle (Gold & Purple), #LLI13710, 0-325-13710-2, 978-0-325-13710-0
LLI 3&5 System Bundle (Red & Purple), #LLI13711, 0-325-13711-0, 978-0-325-13711-7
LLI 3-5+ System Bundle (Red, Gold & Purple), #LLI13707, 0-325-13707-2, 978-0-325-13707-0
LLI K-3 System Bundle, (Orange, Green, Blue Red) #LLI13712, 0-324-13712-9, 978-0-325-13712-4
LLI K-5+ System Bundles (Orange, Green, Blue, Red, Gold & Purple), #LLI13708, 0-325-13708-0, 978-0-325-13708-7

and are precluded from competition. There is no other company to our knowledge that offers this unique product, or one that is even similar to this product.

Sincerely,



Lori P. Lampert
Manager Sales Operations & Contracts



Pearson

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- AIMS Academic Intervention Monitoring System
- AIMSweb®
- aimswebPlus
- ASA™ Auditory Skills Assessment
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- Attemo™ Attemo™ Attention & Motion Test
- BASC™-3 Behavior Assessment System for Children, Third Edition
- BASC™-3 Behavior Intervention Guide BASC™-3 Behavior Intervention Guide
- BASC™-3 BESS BASC™-3 Behavioral and Emotional Screening System
- BASC™-3 CCPT BASC™-3 Comprehensive Continuous Performance Test
- BASC™-3 Flex Monitor BASC™-3 Flex Monitor
- BASC™-3 PRQ BASC™-3 Parenting Relationship Questionnaire
- BASC™-3 SDH BASC™-3 Structured Developmental History
- BASC™-3 SOS BASC™-3 Student Observation System
- BASIS Basic Achievement Skills Individual Screener
- Bayley-II Bayley Scales of Infant and Toddler Development, Second Edition
- Bayley-III Bayley Scales of Infant and Toddler Development®, Third Edition
- BBCS™:E Bracken™ Basic Concept Scale: Expressive
- BBCS™-3:R Bracken™ Basic Concept Scale, Third Edition: Receptive

- BCDP Bracken Concept Development Program
- BCSE Brief Cognitive Status Exam 2009 (stand-alone subtest of WMS-IV)
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- Beta III Beta III
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- BHS® Beck Hopelessness Scale®
- Bilingual Syntax Measures I and II
- BINS™ Bayley Infant Neurodevelopment Screener®
- BITSEA™ Brief Infant-Toddler Social and Emotional Assessment
- BMAT™ Bruininks Motor Ability Test
- Boehm-3 Boehm Test of Basic Concepts, Third Edition
- Boehm-3 Preschool Boehm Test of Basic Concepts, Third Edition Preschool
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- BSRA™-3 Bracken™ School Readiness Assessment, Third Edition
- BSS® Beck Scale for Suicide Ideation®
- Burns Inventory Burns Brief Inventory of Communication and Cognition
- BYI-II Beck Youth Inventories for Children and Adolescents, Second Edition
- CAPE/PAC Children's Assessment of Participation and Enjoyment and Preferences for Activities of Children
- Career Assessment Inventory™ - Enhanced Version Career Assessment Inventory™ - Enhanced Version
- Career Assessment Inventory™ - Vocational
- Career Assessment Inventory™ - Vocational Version
- CBOCI Clark-Beck Obsessive-Compulsive Inventory™
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- CCT® Children's Category Test®
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- CDM®-R The Harrington-O'Shea Career Decision-Making® System Revised
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Metalinguistics

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- DAS™-II Early Years Spanish Supplement DAS-II™-II Early Years Spanish Supplement
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- Devereux Behavior Rating Scale, School Form Devereux Behavior Rating Scale, School Form
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- DIAL™-4 Developmental Indicators for the Assessment of Learning™, Fourth Edition
- DPRS® Derogatis Psychiatric Rating Scale
- DRA2+ Developmental Reading Assessment®, 2nd Edition PLUS
- D-REF Delis Rating of Executive Functions
- DSI Dyslexia Screening Instrument
- Dybuster Calcularis Dybuster Calcularis
- Dysphagia Evaluation Protocol Dysphagia Evaluation Protocol
- Eating Inventory Eating Inventory
- EDL™2 Evaluación del desarrollo de la lectura® 2
- EIWA®-III Escala de Intelligencia de Wechsler para Adultos®, Tercera Edición
- EMDA™ Early Math Diagnostic Assessment™
- ERDA™ Second Edition Early Reading Diagnostic Assessment®, Second Edition
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- ESI-R™ Early Screening Inventory-Revised™
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- EVT™-3 Expressive Vocabulary Test, Third Edition
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- Get Ready to Read! Get Ready to Read!
- Get Ready to Read! Revised Get Ready to Read! Revised
- GFTA™-2 Goldman-Fristoe Test of Articulation, Second Edition
- GFTA™-3 Goldman-Fristoe Test of Articulation, Third Edition

- GFTA™-3 Spanish Goldman-Fristoe Test of Articulation, Third Edition Spanish
- GMADE™ - Group Mathematics Assessments and Diagnostic Evaluation
- GRADE™ - Group Reading Assessment and Diagnostic Evaluation
- Greenspan Social-Emotional Growth Chart Greenspan Social-Emotional Growth Chart, A Screening Questionnaire for Infants and
- GRS™ Gifted Rating Scales™
- HIT Holtzman Inkblot Technique
- IDEAS™ IDEAS: Interest Determination, Exploration, and Assessment System®
- ILS® Independent Living Scales®
- Infab (The) The Infanib: A Reliable Method for the Neuromotor Assessment of Infants
- Infant/Toddler Symptom Checklist Infant/Toddler Symptom Checklist, A Screening Tool for Parents
- Innerview® Innerview®
- Interpretive Report
- ISO-30™ Inventory of Suicide Orientation-30
- ITSEA™ Infant-Toddler Social and Emotional Assessment
- KBNA™ Kaplan Baycrest Neurocognitive Assessment™
- KeyMath™-3 DA KeyMath™-3 Diagnostic Assessment
- KeyMath™-3 ER KeyMath™-3 Essential Resources
- KLPA™-2 Khan-Lewis Phonological Analysis, Second Edition
- KLPA™-3 Khan-Lewis Phonological Analysis, Third Edition
- K-SNAP Kaufman Short Neuropsychological Assessment Procedure
- KTEA-II Kaufman Test of Educational Achievement, Second Edition
- KTEA™-3 Brief Kaufman Test of Educational Achievement™, Third Edition Brief Form
- KTEA™-3 Kaufman Test of Educational Achievement™, Third Edition
- Learning Through the Senses
- Learning Through the Senses Resource Manual-The Impact of Sensory Processing in the
- MACI® Millon® Adolescent Clinical Inventory
- MAPI® Millon® Adolescent Personality Inventory
- MAT Miller Analogies Test
- MBMD® Millon® Behavioral Medicine Diagnostic
- MCCI® Millon® College Counseling Inventory
- MCMI®-III Millon® Clinical Multiaxial Inventory, Third Edition
- MCMI®-IIV Millon® Clinical Multiaxial Inventory, Fourth Edition
- Medida de Sintaxis Bilingue, Bilingual Syntax Measures I and II
- M-FUN Miller Function and Participation Scales
- Minnesota Handwriting Assessment Minnesota Handwriting Assessment
- MIPS® Revised Millon™ Index of Personality Styles Revised
- MMPI®-2 Minnesota Multiphasic Personality Inventory®-2
- MMPI®-A Minnesota Multiphasic Personality Inventory®-Adolescent
- MMPI®-A-RF Minnesota Multiphasic Personality Inventory®-Adolescent-Restructured Form
- MMPI-2-RF® Minnesota Multiphasic Personality Inventory-2-Restructured Form™
- MMPI-2-RF® PCIR Minnesota Multiphasic Personality Inventory-2-Restructured Form™ Police Candidate
- Mooney Problem Check Lists (The) The Mooney Problem Check Lists

- Motor Skills Acquisition in the First Year Motor Skills Acquisition in the First Year: An Illustrated Guide to Normal Development
- M-PACI™ Million™ Pre-Adolescent Clinical Inventory
- MSCA McCarthy Scales of Children's Abilities
- MST McCarthy Screening Test
- NEPSY®-II NEPSY®, Second Edition
- NFI™ Neurobehavioral Functioning Inventory™
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- OLAI The Oral Language Acquisition Inventory & The Oracy Instructional Guide
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- Oral-Motor Feeding Rating Scale Oral-Motor Feeding Rating Scale
- Ounce Online™ Ounce Online™
- Ounce Scale, The The Ounce Scale™
- P-3® Pain Patient Profile
- PAD Peabody Articulation Decks
- PAL™-II Math Process Assessment of the Learner, Second Edition: Diagnostic Assessment of Math
- PAL™-II Reading and Writing Process Assessment of the Learner, Second Edition: Diagnostic Assessment of Reading
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- PDDST-II™ Pervasive Developmental Disorders Screening Test-II
- PIAT-R/NU Peabody Individual Achievement Test-Revised/Normative Update
- Picture File (The) The Picture File
- PIPA™ Pre-Reading Inventory of Phonological Awareness™
- PLS-4 Preschool Language Scale, Fourth Edition
- PLS-4 Screening Test Preschool Language Scale, Fourth Edition Screening Test
- PLS™-5 Preschool Language Scale, Fifth Edition
- PLS™-5 Screening Test Preschool Language Scale, Fifth Edition Screening Test
- PLS™-5 Screening Test Spanish Preschool Language Scale, Fifth Edition Screening Test Spanish
- PLS™-5 Spanish Preschool Language Scale, Fifth Edition Spanish
- Porteus Maze Porteus Maze
- Posture and Fine Motor Assessments of Infants Posture and Fine Motor Assessments of Infants
- PPVT™-5 Peabody Picture Vocabulary Test, Fifth Edition
- PPVT™-4 Peabody Picture Vocabulary Test, Fourth Edition
- PPVT™-III Peabody Picture Vocabulary Test, Third Edition
- PRQ™ Parenting Relationship Questionnaire
- PSS Parenting Satisfaction Scale
- Q Local™ Q Local™ Scoring and Reporting Software
- Q-global® Q-global®
- Q-interactive® Q-interactive®
- QOLI® Quality of Life Inventory
- Quickview® Social History Quickview® Social History
- Quotient® Quotient® ADHD System
- RBANS® Repeatable Battery for the Assessment of Neuropsychological Status

- RBANS® Update Repeatable Battery for the Assessment of Neuropsychological Status Update
- RBVS Reynolds Bully Victimization Scales for Schools
- Ready to Learn Ready to Learn
- REAL, The Roll Evaluation of Activities of Life
- RehaCom® RehaCom® for Cognitive Therapy After Stroke or TBI
- Review360® Explore Review360® Explore - Single School Edition
- Review360® Review360® Behavior Matters
- RISB®-2 Rotter Incomplete Sentences Blank®, Second Edition
- RSCA Resiliency Scales for Children and Adolescents™
- Sensory Profile Sensory Profile Suite of Assessments
- Sensory Profile™ 2 Sensory Profile™ 2
- Shaywitz DyslexiaScreen Shaywitz DyslexiaScreen
- SHS Shore Handwriting Screening: For Early Handwriting Development
- Sounds & Symbols Sounds & Symbols Early Reading Program
- SSCS Student Self-Concept Scale
- SSIG Social Skills Intervention Guide
- SSIS™ SEL SSIS Social-Emotional Learning Edition
- SSIS™ Social Skills Improvement System
- SSPO Sigma Survey for Police Officers
- SSQ Students Styles Questionnaire™
- SSRS Social Skills Rating System
- SSSO Sigma Survey for Security Officers
- TELL Test of English Language Learning
- TFLS Texas Functional Living Scale
- TLC-Expanded Test of Language Competence-Expanded Edition
- T-MAC Test of Minimal Articulation Competence
- TOPF Test of Premorbid Functioning
- TOWK Test of Word Knowledge
- TPC Phonetic Font TPC Phonetic Font
- Use with Children and Adolescents
- VADS Visual Aural Digit Span Test
- Vigil Vigil Continuous Performance Test
- Vineland™-3 Vineland Adaptive Behavior Scales, Third Edition
- Vineland™-II Vineland Adaptive Behavior Scales, Second Edition
- VIP® Validity Indicator Profile
- WAB-R™ Western Aphasia Battery™, Revised
- WAIS®-IV Wechsler Adult Intelligence Scale®, Fourth Edition
- WASI® Wechsler Abbreviated Scale of Intelligence®
- WASI®-II Wechsler Abbreviated Scale of Intelligence®-Second Edition
- WIAT®-III Wechsler Individual Achievement Test®, Third Edition
- WISC®-IV Spanish Wechsler Intelligence Scale for Children®, Fourth Edition-Spanish
- WISC®-IV Wechsler Intelligence Scale for Children®, Fourth Edition
- WISC®-V Integrated Wechsler Intelligence Scale for Children®, Fifth Edition Integrated
- WISC®-V Spanish Wechsler Intelligence Scale for Children®, Fifth Edition Spanish
- WISC®-V Wechsler Intelligence Scale for Children®, Fifth Edition

- WMS®-IV Wechsler Memory Scale®, Fourth Edition
- WNV™ Wechsler Nonverbal Scale of Ability
- Work Sampling for Head Start™ Work Sampling System for Head Start™
- WPPSI™-III Wechsler Preschool and Primary Scale of Intelligence™, Third Edition
- WPPSI™-IV Wechsler Preschool and Primary Scale of Intelligence™, Fourth Edition
- WriteToLearn™ WriteToLearn™
- WRMT-III Woodcock Reading Mastery Tests Third Edition
- WSO Work Sampling Online®
- WSS The Work Sampling System®
- WTAR™ Wechsler Test of Adult Reading

To place your order, click on either Clinical Assessments or Classroom Assessment Products.

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Sole Source List of Clinical and Classroom Assessments

A list of the Pearson published Clinical Assessments and Classroom Assessment products for which Pearson is the Sole Source.



Issue

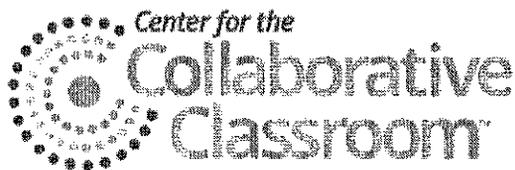
Pearson as the sole source for some assessments

FAQ

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Empowering teachers. Inspiring students.

Tuesday, July 2, 2024

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- *AfterSchool KidzMath*™
- *AfterSchool KidzScience*™
- *Being a Reader*™
- *Being a Writer*™
- *Caring School Community*®
- *Guided Spelling*™
- *Making Meaning*®
- *Making Meaning Vocabulary*
- *SIPPS*®
- *Learning Lesson Study*™
- *Words in Action*™

These materials are not available through any other entities.

Although CCC is not the sole proprietor of the individual trade book titles in the *Making Meaning* Individualized Daily Reading Libraries Grades K–8, the Comprehension Strategies Libraries Grades K–8, the *Caring School Community* Read-aloud Values Library Grades K–6, and the *SIPPS* Fluency Practice Library Grades 1–12, each library is a unique arrangement of privately published books specially chosen by a select group of CCC program developers, librarians, book consultants, and educators.

You may be able to purchase the individual titles, but you will not find these targeted and well-designed collections and sets anywhere else. If you have questions about these libraries or would like more information, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Kelly Stuart", with a stylized flourish at the end.

Kelly Stuart
Vice President, Dissemination & Implementation

Center for the Collaborative Classroom
Employee Identification Number: 94-2311291

2024 Sole Source



January 8, 2024

To Whom It May Concern,

Currently, STAR Autism Support, LLC is the sole developer and producer of the following products:

STAR Program/Media Center Combo
STAR Online Learning System Primary (SOLS)
STAR Online Learning System Secondary (SOLS)
Links Curriculum
STAR Media Center
SOLER Curriculum – Social Learning and Emotional Regulation
STAR General Education Courses
STAR Autism Support Hands-on Training
STAR Autism Support Comprehensive Workshop
STAR Autism Support Advanced Workshop
STAR Autism Support Early Childhood Training
STAR Autism Support General Education Training
STAR Autism Support Caregiver Training
Links Curriculum Hands-on Training
Links Curriculum Comprehensive Workshop
SOLER Curriculum Comprehensive Workshop
SOLER Curriculum Hands-on Training
DT Essentials Kit
DT Essentials II
SOLER Toolkit
Sunshine Literacy Kit
STAR Training DVD: Level 1
Implementing the Token Board System DVD
STAR Data Collection & Summary Notebook
STAR Instructional Apron

If you have further questions, please contact Maureen Jones at 503-716-8203.





January 2, 2024

Re: Sole Source Confirmation Letter

To Whom It May Concern:

Nearpod, LLC, a subsidiary of Renaissance Learning, Inc., is the sole source provider for Nearpod, Flocabulary, and Boardworks Education products in the United States. Any other companies or resellers that attempt to quote or sell licenses for our products is not authorized by Nearpod or Renaissance Learning.

The Nearpod platform is an instructional tool that provides real-time insights into student understanding through interactive lessons, videos, formative assessment, and other activities.

The Flocabulary platform provides standards-aligned and sequenced content to help students build vocabulary and comprehension through rigorous and authentically engaging instructional experiences.

The Boardworks platform includes a turn-key library of resources to enrich K-12 instruction, allowing educators to integrate interactive and customizable activities into their classroom and online lessons.

If you have any questions regarding our products or require additional information, please call 1-855-632-7763 or email vendorforms@nearpod.com.

Best regards,

Ted Wolf

Ted Wolf (Jan 2, 2024 16:53 CST)

Ted Wolf

Global Controller and Interim Chief Financial Officer

ted.wolf@renaissance.com

2024 Nearpod Sole Source Letter

Final Audit Report

2024-01-02

Created:	2024-01-02
By:	Amy Rickels (amy.rickels@renaissance.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAARg_KPcPcLHOrOBqBw634RGGwx6ELOg87

"2024 Nearpod Sole Source Letter" History

-  Document created by Amy Rickels (amy.rickels@renaissance.com)
2024-01-02 - 10:19:34 PM GMT
-  Document emailed to ted.wolf@renaissance.com for signature
2024-01-02 - 10:21:37 PM GMT
-  Email viewed by ted.wolf@renaissance.com
2024-01-02 - 10:53:28 PM GMT
-  Signer ted.wolf@renaissance.com entered name at signing as Ted Wolf
2024-01-02 - 10:53:43 PM GMT
-  Document e-signed by Ted Wolf (ted.wolf@renaissance.com)
Signature Date: 2024-01-02 - 10:53:45 PM GMT - Time Source: server
-  Agreement completed.
2024-01-02 - 10:53:45 PM GMT



**Houghton
Mifflin
Harcourt**

Osborn School District
1226 W Osborn Rd
Phoenix AZ 85013

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St. Charles, IL 60174
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Fax: 800-269-5232
hmhco.com



8/15/2024

Osborn School District,
1226 W Osborn Rd
Phoenix, Arizona 85013
United States

Dear Jamal Dana:

Pursuant to your request, please allow this letter to confirm that, as of the date of this letter, Kaseya US LLC is the sole manufacturer of the IT management software solution that Osborn School District purchased in December 26, 2023, which includes ITGlue and Network Glue. ✓

Please feel free to contact me should you have any questions regarding this letter.

Regards,

Rob McCarthy
Rob McCarthy
VP GTM Operations
Kaseya US, LLC

OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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

Agenda Item Number – IV-N

Agenda Item

Recommendation to Award RFP 2024.04 Teacher Sub Services

For Board: Action Discussion Information

Background –

On June 6, 2024, the district issued a Request for Proposal (RFP) Teacher Sub Services. We had 4 responses to the solicitation and the district evaluation committee has determine 3 of the 4 submissions are responsive and meet the qualifications to perform the required scope of work, there for it is in the best interest of the district to award multiple companies.

The RFP’s were evaluated by a three member selection committee. The recommendation is to award Teacher Sub Services to Educational Service Inc. Scoot Education , and Swing Education.

Financial

M&O expenditure

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 award RFP 2024.04 to ESI, Scoot Education, and Swing Education with the option to renew for a maximum term of up to five years.

Moved _____

Seconded _____

P/F

OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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

Agenda Item Number – IV-O

Agenda Item

Approval of the Prop 301 Performance Based Compensation Plan for 2024/25

For Board: Action Discussion Information

Background –

In the spring of 2023, the Prop 301 Committee relegated \$2000 annually of Prop 301 dollars toward base salaries, allowing the Budget Committee to bring forward a certified teacher salary schedule with a starting salary of \$50,000. That leaves a balance for future school years of \$500 in additional Prop 301 for certificated personnel. The Prop 301 Committee met in the fall of the 23-24 school year to consider the plan in this configuration. The intention was for this plan to be the plan for not only the 23-24 school year, but for subsequent years. The requirements for receiving the 301 payment will remain the same, however being a cash-driven fund, the dollar amount could fluctuate to less than \$500 in future years. The plan for the 24-25 school year will remain at \$500. This plan was brought back to each school site by the Prop 301 committee representatives, and received a consensus approval not only for the 23-24 school year, but with the understanding of being the standing Prop 301 plan unless changed by the committee.

24-25 School Year Prop 301 Plan

Certificated teachers would be eligible for 100% of Prop 301 funds through active attendance and participation in school professional development activities of Wednesday early release. Teachers must be in attendance at a minimum of 85% of those PD days. The count for the 24-25 school year will begin in August 2024-May 2025

Legal

Financial

Governing Board Goals

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

Recommendation

It is recommended the Governing Board approve the Prop 301 Performance Based Compensation Plan for 2024/25 as presented.

Moved _____

Seconded _____

P/F

OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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

Agenda Item Number – V

**Agenda Item
Call to the Public**

For Board: Action Discussion Information

Background –

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

The public will be able to listen to the meeting live through livestream. An Osborn employee will read the Call to the Public comments received via email. Any communication received in Spanish, will be translated and read to the members of the Governing Board in English. The comments in their entirety will be presented to the Governing Board in writing. You may also present a live Call to the Public if you are attending in person or on the YouTube Livestream. An individual wishing to address the Governing Board using technological access must email their message or request to speak live to lnye@osbornsd.org by 12:00pm on Tuesday, August 20, 2024.

Legal

Financial

Governing Board Goals

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

Recommendation

For Information Only

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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

Agenda Item Number –VI

Agenda Item

Board Presentation-Meet and Confer Policy

For Board: Action Discussion Information

Background –

Dr. Robert and Ms. Toscano will present a comprehensive review of the Osborn School District Meet and Confer policies. The review will consist of:

- Meet and Confer Goals (Policy HA)
- Review of Osborn Core Values associated with our Strategic Plan
- Associated Meet and Confer policy in alignment with our Strategic Plan (Policy HE)
- Introduction of other Meet and Confer policies (Policies HD, HE, HH, and HI)
- Outlining shortcomings in our current Meet and Confer process
- Recommended Meet and Confer policy recommendations, aligned to Osborn’s Strategic Plan and Core Values, to hopefully be worked through in the 24-25 school year

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

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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

Agenda Item Number –VII-A

Agenda Item

Administrative Reports

For Board: Action Discussion Information

Background –

Administrative Reports—During summer months, principals and directors submit reports on work completed in their school/department if needed. Board members may comment.

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

Encanto Board Report

To: Osborn School District Governing Board

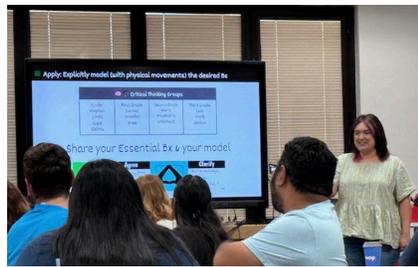
Date: 08/07/2024

Re: August School Events



Staff Highlights

Teachers Back to School and Back to Work - Our school is committed to fostering strong character and encouraging positive behavior among our new and returning Roadrunners. To build teacher capacity, our staff unpacked essential behaviors and practiced explicitly modeling those behaviors to prepare routines and procedures for the school year. The teams gave feedback to one another as they took turns modeling different essential behavior routines. This collaborative process brought learning and joy to our team as we prepared for our students.



Student Highlights

1st Day of School for Roadrunners - Our 1st day Back to School was a huge success. Teachers took their learning from professional development and taught our students the routines, procedures, and expectations for the new year. It was a magical day to be a Roadrunner!



Partnership Highlights

Encanto's PTO will be hosting a Coffee with the Principal Event on Friday, August 23, 2024, from 7:45-8:15 AM, to promote community connections with Principal Fernandez. Encanto parents and owners of Beal Beans Coffee will be providing the coffee for this event. This will give families an opportunity to meet and connect with our new principal.

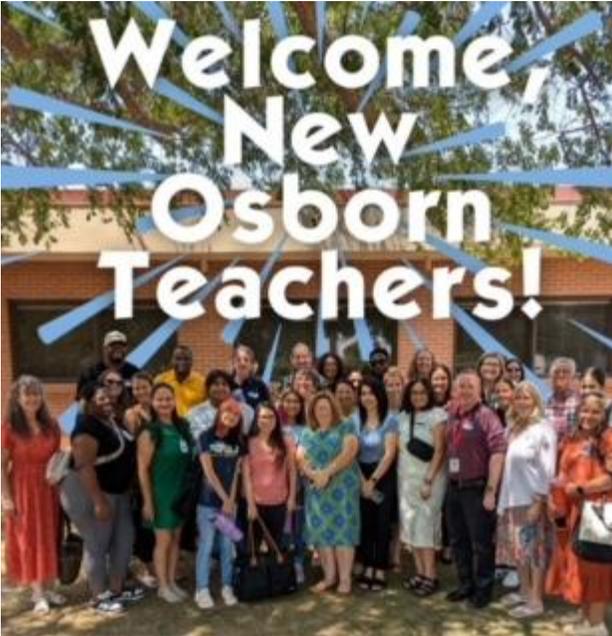


Focus of Update: Teaching & Learning	
Strategic Plan Connection:	Child & Student Success
Update:	<p>This summer about 15 teacher leaders came together to work on updated grade level Instructional Guides for ELA and Math. The Instructional Guides map out the standards, aligned curriculum materials and assessments that will be used for each ELA and math units. In addition, the teacher leaders made sure that our Major/Priority standards received more instructional time throughout the school year. We are looking forward to the collaboration that will occur district-wide as teachers utilize the Instructional Guides.</p> <p>The committee members are as follows: Linda Barnett (ENC), Jenny Davey (ENC), Ashley Goetter (ENC), Kimberly Pavlisick (ENC), Alex Parker (ENC), Joan Bucklew (SOL), Katarina Perez, (SOL), Elisa Morales (LNV), Maria Garcia (ENC), Mathew Hernandez (ENC), Kayce Kahl (CLA), Hilda Palache (CLA), Dany Hernandez (LNV), Brian Hendricks (LNV), Molly Terriciano (CLA). Alexis Aguirre (DO) helped lead the ELA Committee while Hilda Palache (CLA) and Amanda Merrill (ENC) led the math committee.</p>

Focus of Update: Teaching & Learning	
Strategic Plan Connection:	Child & Student Success
Update:	<p>On Tuesday, July 23 we welcomed 31 new (to Osborn) educators to our amazing district. The group was welcomed by school and district administrators and was treated to a breakfast catered by our wonderful Child Nutrition Department. While a handful of the new staff were brand new to teaching, the majority have come to us with prior experience in other districts.</p> <p>The topics for the first day included a welcome by Dr. Robert and presentations by the Business Services, HR & IT departments to share important policy and procedure information. Lunch was provided by the Osborn Education Association and teachers were introduced to their</p>



Board Meeting Date: August 20, 2024

	<p>Association representatives. The first day concluded with a special electric bus tour around our district. On the tour, each principal shared what was unique about their school.</p> <p>On Wednesday the new staff started the day at their sites. In the afternoon they came back to the district office and met with Abby Potter-Davis and Felipe Carranza for a brief overview of Conscious Discipline, Thinking Maps and the NIET Teaching & Learning Standards rubric.</p> <p>New staff finished out the week at their sites setting up their classrooms and meeting with principals and Master Teachers. In addition, new Dual Language teachers had a meeting with Alexis Aguirre and new Special Education Teachers met with Dr. Sarah Boyle. We are so excited to welcome this new group of educators to Osborn.</p> <div style="text-align: center;">  </div>
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Focus of Update: Teaching & Learning	
Strategic Plan Connection:	Child & Student Success
Update:	On Wednesday, July 31 our educators met in grade level groups to collaborate and plan for the upcoming school year. The main focus of the two hour session was the rollout of our updated Instructional Guides. During their time together, teachers learned about the format and purpose of the



Board Meeting Date: August 20, 2024

	<p>Guides. The educators who worked on the Guides in the summer modeled how to use the Guides to plan for a week, starting with the learning goal that they wanted students to achieve by the end of the week. After the model, teachers had time to collaboratively plan for the upcoming week using the Guides. In addition, all staff spent some time learning about how the Instructional Guides support Standards-based Grading, and also how Standards-based grading aligns with our core values. This year, all teachers will be using a consistent grade book in Synergy to report progress and grades.</p>
--	---

Focus of Update: Grants Update	
Strategic Plan Connection:	Child & Student Success
Update:	<p>The district has been awarded the Foundational Literacy Coach grant to benefit two of our schools, Solano and Longview. This grant opportunity provides a full-time pre-K through third grade Literacy Coach for each school that will provide direct coaching and other types of professional development to support instructional practices in Reading for our teachers, and may be renewed for up to three years. Amanda Renning will support Solano and Rodi Vehr will support Longview.</p>

Focus of Update: Preschool Update	
Strategic Plan Connection:	Child & Student Success
Update:	<p>The Osborn Community Preschools program starts this school year with five classrooms. Solano has opened a new classroom which serves three year-old students. This brings our program to two classrooms serving three year-old students and three classrooms serving four year-old students, and we continue to experience interest in preschool programming. Osborn Preschools - <i>'Growth Starts Here!'</i></p>



Focus of Update: Teaching & Learning	
Strategic Plan Connection:	Child & Student Success
Update:	<p>This summer, the Teaching and Learning Department and site administrators developed district and school academic goals with our mission in mind: <i>The Osborn community advances the full potential of every child by developing emotional intelligence and academic excellence.</i></p> <p>An effective goal is more than a number; it inspires hope and efficacy. For this reason, the AASA goals for school year 2024-2025 are part of a two year plan to meet or exceed state proficiency averages district wide in both ELA and math.</p> <p>To monitor and evaluate progress throughout the year, goals were also set for district benchmark assessments aligned to AASA and for specific areas related to Teaching and Learning initiatives. Here is a link to the District Goals.</p>

Focus of Update: 21st Century Community Learning Centers	
Strategic Plan Connection:	Operations
Update:	<p>Planning for the upcoming 21st Century afterschool programs is underway. A kick off meeting was held with all the site coordinators and principals to get this program started. This year marks the 5th year of our 5 year grant for Longview, Clarendon, and OMS. We are excited to have made it this far with this competitive grant and look forward to the opportunity to continue providing students with afterschool opportunities for another 5 years. We are grateful to our site coordinators and afterschool staff for making this a possibility for our students in Osborn.</p>



Focus of Update: Language Acquisition & Bi-Literacy	
Strategic Plan Connection:	Child & Student Success
Update:	<p>The ELL team has been hard at work training and preparing for our multilingual learners! Placement tests are underway to ensure that identified students receive targeted instruction throughout the school year.</p> <p>Dual language teachers have engaged in professional development twice already! New to Osborn teachers reviewed the Osborn philosophy of dual language and previewed identified high impact instructional strategies. All dual language teachers came together to establish collaboration across sites with a focus on establishing the learning environment.</p>

August 8th, 2024

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

Clarendon School

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

Encanto School

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

Longview School

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

Montecito

Community School

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

Osborn

Community iSchool

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

Osborn Middle School

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

Solano School

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

Orientations

On Tuesday July 23rd, our Human Resources Department happily joined Osborn's Teaching and Learning department to welcome our new teachers. We welcome a total of 30 new teachers and 2 community preschool instructors to Osborn. On Friday August 2nd, we had the pleasure of welcoming three new classified staff at a smaller gathering (reflective of our stellar retention rates from last school year). During our orientations, our Payroll and Technology Departments also provided valuable information to these staff members and their feedback was overwhelmingly positive thereafter. Many thanks to our Child Nutrition Department for providing a nutritious breakfast for the occasion and our entire administrative team for joining to greet the new staff and welcome them to Osborn over breakfast. We were even able to provide them with welcome gifts including branded cups, lanyards, car magnets, journals, and pens.

Professional Growth

We had SIXTEEN (16) teachers provide supporting documentation for professional growth by the July 15th deadline and are expecting one additional to provide documentation by the October deadline. For those who submitted by the July deadline, they received addendums to add to their 2024 contract amounts total just shy of \$50,000 for the grand sum. Many congratulations to those staff members for completing additional credits, degrees, certifications and endorsements.

Staffing Update

As of August 8th, 2024, we have a total of 10 available positions remaining throughout our entire district. This is largely due to our summer recruitment efforts in both June and July. Throughout the summer our Human Resources team onboarded 32 new teachers, 3 new support professionals, and 5 new classified staff members. We are enthusiastic about closing our remaining openings as well.

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

Sincerely,
Emerald Woodland
Emerald Woodland
Director of Human Resources



August 5, 2024

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

Osborn partnered with the National Institute for Excellence in Teaching (NIET) in applying for the Teacher and School Leader (TSL) Incentive Program grant Arizona Prioritizing Recruitment/Retention and Induction to Maximize Equity (AZ PRIME). AZ PRIME will use NIET’s evidence-based TAP System as the base to align to five strategies as outlined by AZ PRIME: 1) implement valid and reliable evaluation processes for teachers and school leaders; 2) instructional-focused roles for teacher leaders; 3) implement job-embedded, collaborative professional learning for teachers and school leaders; 4) create and implement a system of performance-based compensation for teachers and school leaders; and 5) create a clear vision for improvement and alignment for district leaders.

In the month of June, a leadership structure was refined to meet the requirements of the AZ PRIME grant. Additionally, all school leaders, district, principals, and Master Teachers participated in a professional development session where these structures were discussed and the role each district and school leader will play in implementation.

Table 1.1 outlines the structures for district leaders and Table 1.2 outlines the structures for school site leaders and page numbers indicate correlation with NIET Implementation Handbook

Table 1.1

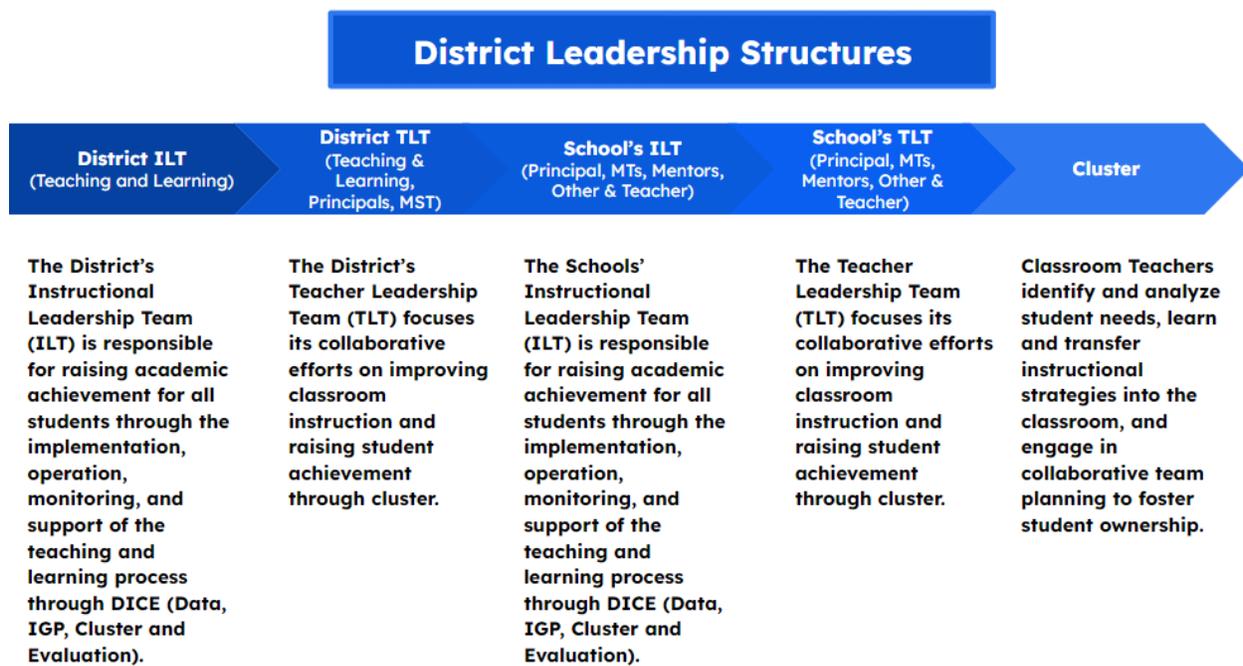
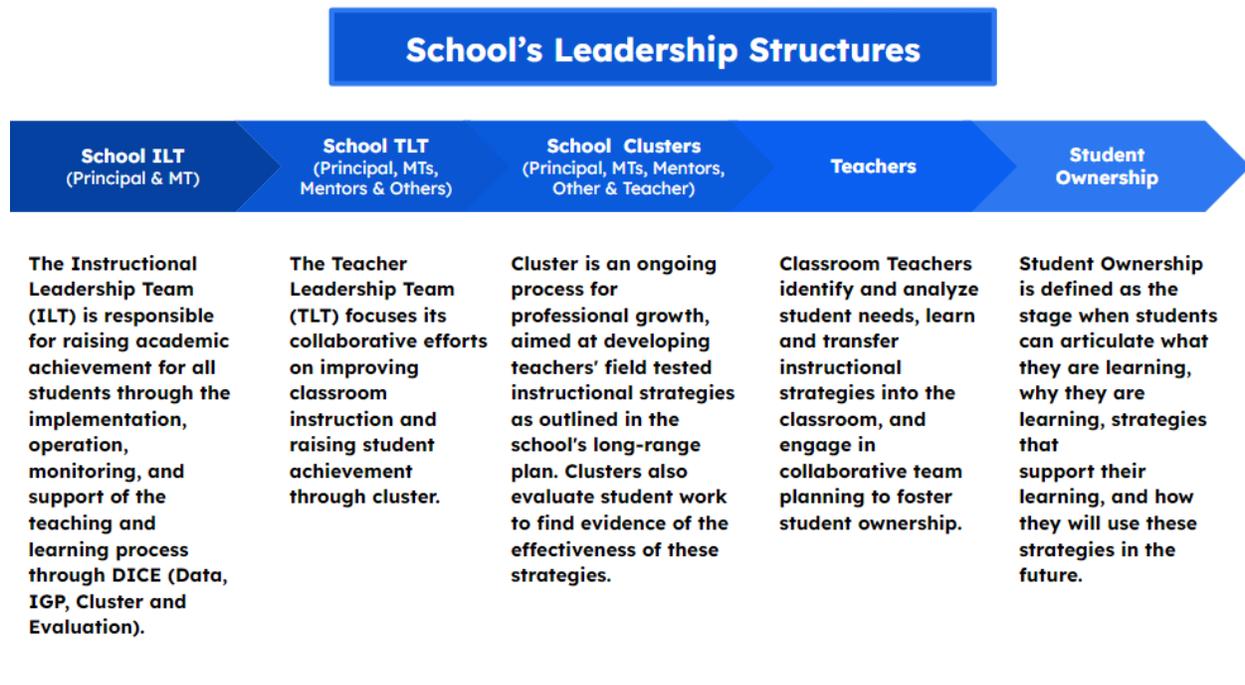


Table 1.2



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

Sincerely,

Felipe Carranza

Felipe Carranza
Director of Leadership and School Improvement



Technology Department Report

August 2024 - Jamal Dana



Project Updates: We accomplished many new projects this summer as part of our technology plan.

1. **New Network Cabinets:** Mounted new 26 network cabinets in replacing all twenty-seven year old cabinets. Re-wired everything neatly.
2. **New underground fiber cables:** We ran new underground fiber cables for each school site replacing twenty-seven year old dirty fiber cables.
3. **New Network Power Supplies:** Installed new power supplies in all of our network cabinet locations that should hold power for about 30 minutes if the power went out.
4. **New patched & secured Windows image** Re-image all our staff laptops with a new patched & secured windows image.
5. **New Radius Server:** Implement a new radius server that will allow only Osborn owned devices to be on our internal network.
6. **Refresh Power-wash:** We refreshed all our student Chromebook devices (3000+ devices) including our spare units. In addition, we repaired many broken ones.
7. **Successful Summer School:** We were able to successfully support our summer school operation.
8. **Maricopa Platform:** Maricopa moved to a new platform for its software. We helped our users during the migration from Citrix to VMware platform.
9. **Staff Requests:** Our Helpdesk ticketing system met its goal this summer and kept the AVG Response Time to our tickets below 2 hours. **A total of 644 tickets for the month of June and July, with an average response time of 1.56 hours.** Responded to all teacher requests in getting their classrooms 100% ready to welcome students back. The schools started smoothly. **Note: in the first week of August only we had 337 tickets.**
10. **Intercom, AC & Video Surveillance Systems:** We helped and made sure that all Intercom, AC and video surveillance systems connections are connected and functioning fine before schools start.
11. **Email Protection:** Osborn gets an average of 6500 emails each day (out of that 2800 or 43% potential threat identified/blocked and 3700 or 56% emails safely passes through)
12. **E-rate Update:** Gearing up for a new RFP for our telecommunication services. The new contract will be another for five years. In addition, we are looking to get our next five years funding that is about \$400,000; this number is based on our enrollment count.
13. **Upgrading Bandwidth:** On August 14th and 21st we are doubling Cox internet bandwidth at all sites as per our E-rate contract.
14. **Software Evaluation:** As part of the Curriculum/ Technology CurrTech Committee, we are evaluating/testing four new curriculum software (Spanish, Tutoring, Music, Math) during the month of August and if passed, they are going to be used by students in early September. *End of Report*



OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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

Agenda Item Number –VIII-A

Agenda Item

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

For Board: Action Discussion Information

Background –

The Delegate Assembly determines the positions of the Arizona School Boards Association. Members may appoint a delegate and alternate to represent the Board at the Delegate Assembly to be held September 9, 2023 at the JW Marriott.

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 the determined position of the Osborn Governing Board.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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

Agenda Item Number –VIII-B

Agenda Item

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

For Board: Action Discussion Information

Background –

ASBA’s Legislative Committee reviewed submitted proposals at its meeting in June. Most boards indicated support for items included in the 2024 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, ASBA 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.

Members may discuss and consider action to approve the Arizona School Boards Association’s (ASBA) draft 2025 Political Agenda, and, direct the District’s delegate to the ASBA delegate assembly to represent the Board’s determined position.

Legal

Financial

Governing Board Goals

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

Recommendation

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

Moved _____ Seconded _____

P/F

OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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

Agenda Item Number –VIII-C

Agenda Item

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

For Board: Action Discussion Information

Background –

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

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

Legal

Financial

Governing Board Goals

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

Recommendation

It is recommended that the Governing Board approve the first reading of revisions to ASBA policies.

Moved _____ Seconded _____ P/F

Alph Code	Policy Name	Superintendent Notes	Additional Notes
ACA	Sexual Harassment	<p>The following policy advisories are derived from the Department of Education’s (DOE) Final Rule under Title IX, to ensure that, under Title IX, no person experiences sex discrimination or harassment in federally funded education. Effective August 1, 2024, the Final Rule protects against all sex-based harassment and discrimination for all persons, including students and employees; promotes accountability and fairness; and empowers and supports students and families.</p> <p>The Final Rule requires schools to take prompt and effective action when appropriate, reaffirms the DOE’s commitment to fairness for all parties, including parents and guardians, and demonstrates its respect for complainants’ autonomy and privacy. It clarifies definitions, the scope of sex discrimination, and schools’ obligations, including but not limited to taking prompt and effective action, providing supportive measures, and communicating its nondiscrimination policies. It also provides schools with the flexibility needed to implement Title IX in differing educational communities and settings, protects students, employees and applicants from discrimination based on pregnancy or related conditions, and protects students and employees from retaliation.</p>	
ACAA ACAA-R	Title IX Sex Discrimination	<p>Because of the extensive nature of this final rule, districts may want to consider consulting with their legal counsel regarding specific policy revisions for their unique communities. Note: The DOE’s process is still ongoing for a Title IX regulation related to athletics</p>	Approve as presented
BBBA	Board Member Qualifications	SB1280 amended A.R.S. § 15-302 and § 15-421 by adding that a convicted sex offender is ineligible for membership on a school district governing board.	
GBK	Staff Grievances	See notes for policies ACA and ACAA	
GCF GDF	Professional Staff Hiring Support Staff Hiring	SB1558 added A.R.S. § 15-509 which requires any individual who applies for employment by a K-12 school to disclose if said individual has pled guilty, no contest, been convicted, or is awaiting trial for various offenses including dangerous crimes against children, sexual conduct with a minor, any crime requiring sex offender registration, and/or crimes in other states in similar categories. A knowing violation of this statute is a Class 6 Felony, unless failure to disclose was due to a good faith mistake of law.	Approve as presented
IHA IKF	Basic Instructional Program Graduation Requirements	HB2779 amended A.R.S. § 15-701.02 to increase required instructional time on the Holocaust and other genocides.	Approve IHA, Do NOT Approve IKF as this is related to high schools and Osborn currently does not have a Policy IKF

JFABC	Admission of Transfer Students	<p>HB2645 added § 15-701.04 which delineates the role of the State Board of Education to develop guidelines for school districts and charter schools to consider in their policies that govern academic credit calculation, including partial credit, for foster students who transfer schools while enrolled in grades 9-12. A school district governing board or charter school governing body must also develop policies that address transfer credits for foster students who transfer into its school district or charter school and additionally, within ten days of receiving the foster student's educational records, a foster student must meet with a school official to discuss a graduation plan. In addition, a school district or charter school that enrolls a foster student can administer a local competency assessment in order to award full or partial credit for core competencies as applicable. Finally, a school district governing board or charter school governing body may not require an eleventh or twelfth grade transferring foster student to satisfy a course of study or competency requirement to graduate from high school that are in addition to or higher than the minimum course of study and competency requirements prescribed by the State Board of Education.</p>	Approve as presented
JFB JFB-R	Open Enrollment	<p>HB2311 amended A.R.S. § 15-816.01 for school districts (A.R.S. § 15-184 for Charters) by adding an additional student category to whom a school district may give enrollment preference, specifically, children of a member of the armed forces of the United States who either is on active duty or was killed in the line of duty. The Regulation was also updated.</p>	Approve as presented
JHD JHD-R JHD-EA JHD-EB	Exclusions and Exemptions from School Attendance	<p>Language was updated to align with § A.R.S. 15-346.</p>	Approve as presented
JII	Student Concerns, Complaints and Grievances	<p>See notes for policies ACA and ACAA</p>	Approve as presented
JLCD-R	Medicines/Administering Medicines to Students	<p>HB2174 amended A.R.S. § 15-344.01, § 32-1401, § 32-1854 and § 32-1901.01 regarding the ordering and emergency administration of glucagon for students with diabetes. A school district may now obtain a standing order for glucagon and store doses at individual schools where it can be administered by a specified individual to a student with diabetes in an emergency.</p>	Approve as presented

Compare current to previous Policy Advisories for "ACA © SEXUAL HARASSMENT"

[first](#)[last](#)

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

ACA © SEXUAL HARASSMENT

All individuals associated with this District, including, but not necessarily limited to, the Governing Board, the administration, the staff, and students, are expected to conduct themselves at all times so as to provide an atmosphere free from sexual harassment.

Sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964 [and Title IX of the Education Amendments of 1972](#).

The Equal Employment Opportunity Commission defines "sexual harassment" as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- A. Submission to such conduct is either explicitly or implicitly made a term or condition of an individual's employment; or
- B. Submission to or rejection of such conduct is used as a basis for employment decisions affecting such individual; or
- C. Such conduct has the purpose or effect of substantially interfering with an individual's work performance, or creating an intimidating, hostile, or offensive work environment.

Sexual harassment may include, but is not limited to:

- A. Suggestive or obscene letters, notes, invitations, derogatory comments, slurs, jokes, epithets, assault, touching, impeding or blocking movement, leering, gestures, or display of sexually suggestive objects, pictures, or cartoons.
- B. Continuing to express sexual interest after being informed that the interest is unwelcome. (Reciprocal attraction between peers is not considered sexual harassment.)
- C. Implying or withholding support for an appointment, promotion, or change of assignment; suggesting that a poor performance report will be prepared; suggesting that probation will be failed.
- D. Coercive sexual behavior used to control, influence, or affect the career, salary, and/or work environment of another employee.
- E. Offering or granting favors or ~~educational or~~ employment benefits, such as promotions, favorable performance evaluations, favorable assignments, favorable duties or shifts, recommendations, reclassifications, et cetera, in exchange for sexual favors.

Anyone who is subject to sexual harassment, or who knows of the occurrence of such conduct, should inform the compliance officer, as provided in ACA-R.

A substantiated charge against a staff member in the District shall subject such staff member to disciplinary action.

All matters involving sexual harassment complaints will remain confidential to the extent ~~possible~~[practicable and allowable by law](#).

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[41-1461](#) *et seq.*

20 U.S.C. 1681, Education Amendments of 1972, Title IX,
[as amended in 2024, Title IX](#)

20 U.S.C. 1703, Equal Employment Opportunity Act of 1972

42 U.S.C. 2000, Civil Rights Act of 1964 as amended, Title VII

CROSS REF.:

[AC](#) - Nondiscrimination/Equal Opportunity

[GBA](#) - Equal Employment Opportunity

[GCQF](#) - Discipline, Suspension, and Dismissal of Professional Staff Members

[GDQD](#) - Discipline, Suspension, and Dismissal of Support Staff Members

[KED](#) - Public Concerns/Complaints about Facilities or Services

[KFA](#) - Public Conduct on School Property

Compare Policy Advisory "ACAA © TITLE IX SEX DISCRIMINATION" to Policy in Manual

first

last

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

ACAA ©

TITLE IX ~~SEXUAL HARASSMENT~~ SEX DISCRIMINATION

Title IX of the Federal Education Amendments Act protects people from discrimination based on sex in education programs or activities that receive Federal financial assistance. The District does not discriminate on the basis of sex and is required by Title IX not to discriminate in such a manner. The District adheres to all conditions established by Title IX by recognizing the right of every student who attends school in the District and every employee who works in the District to do so without the fear ~~of~~ ~~of sex discrimination~~, to include unlawful sexual harassment.

The District accepts and shall employ the definition of sexual harassment as established by the Title IX regulations. Sexual harassment means conduct on the basis of sex that satisfies one (1) or more of the following:

- A. An employee of the District conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;
- B. Unwelcome conduct determined by a reasonable person to be so severe ~~,~~ ~~or~~ pervasive ~~,~~ ~~and objectively offensive~~ that it effectively denies a person equal access to the District's education program or activity; or
- C. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

D. Hostile Environment Harassment.

The District also accepts and shall employ the definition of a complainant as an individual who is alleged to be the victim of conduct that could constitute sexual harassment, and a respondent as an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

The District shall designate and authorize an employee as the "Title IX Coordinator" to comply with its responsibilities pertaining to sexual harassment under Title IX. Inquiries about the application of Title IX may be referred to the District's Title IX Coordinator.

Any person may report sex discrimination, including sexual harassment, regardless of whether the person reporting is the person alleged to be the victim of the reported conduct or not. A report may be made in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office ~~address, listed~~ ~~address listed~~ for the Title IX Coordinator. The District shall notify students, parents or legal guardians of students, employees, applicants for employment, and all unions or professional organizations holding collective bargaining or

professional agreements with the District, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator.

The District will respond promptly when any school employee has ~~notice~~[notice of sex discrimination, including](#) of sexual harassment. Upon receipt of notice of sexual harassment, the District shall notify students, parents or legal guardians of students, employees, applicants for employment, and all unions or professional organizations holding collective bargaining or professional agreements with the District, of the District's grievance procedures and grievance process, including how to report or file a complaint of sex discrimination, how to report or file a ~~formal~~ complaint of sexual harassment, and how the District shall respond. The District is committed to investigating each ~~formal~~ complaint submitted and to taking appropriate action on all confirmed violations of policy. The District shall follow grievance procedures that provide for the prompt and equitable resolution of complaints from students and employees alleging sexual harassment.

The District ~~shall, to the extent reasonably feasible,~~[will make reasonable efforts](#) to keep confidential the identity of any individual who has made a report or filed a ~~formal~~ complaint of sexual harassment, any ~~complainant,~~[any](#) individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as is necessary to carry out the grievance process and as may otherwise be permitted by law.

Title ~~IX~~[IX sex discrimination complaints, including](#) sexual harassment complaints may include violations covered by Arizona's mandatory reporting statute, A.R.S. [§13-3620](#). Any abuses classified by statute as "reportable offenses" must be reported as such to the authorities because not reporting a reportable offense is classified as a Class 6 Felony.

Retaliation Prohibited

Neither the District nor any person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, or because the individual has in good faith made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing.

Intimidation, threats, coercion, or discrimination, including charges against an individual for violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination or ~~a report or formal complaint of~~ sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[13-3620](#)

20 U.S.C. 1092

20 U.S.C. 1681, Education Amendments of 1972, Title IX,
[as amended in 2024, Title IX](#)

34 U.S.C. 12291

CROSS REF.:

[AC](#) - Nondiscrimination/Equal Opportunity

[JB](#) - Equal Educational Opportunities



Compare current to previous Policy Advisories for "ACAA-R ©"

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



ACAA-R ©

REGULATION

TITLE IX ~~SEXUAL HARASSMENT~~ SEX DISCRIMINATION

Title IX Coordinator

The Superintendent shall appoint an employee as the "Title IX Coordinator." If the Title IX Coordinator is the respondent, the complaint shall be filed with the Superintendent.

Title IX Coordinator:

Name/Title: _____

Address: _____

E-mail: _____

Telephone: _____

Response to ~~Sexual Harassment~~

~~When the District has actual knowledge of sexual harassment in an~~

Sex Discrimination

A recipient with knowledge of conduct that reasonably may constitute sex discrimination in its education program or activity ~~of the District against a person in the United States, it shall respond promptly in a manner that is not deliberately indifferent.~~

~~A. "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to a District's Title IX Coordinator or to any employee.~~

~~B.~~

must respond promptly and effectively.

An "education program or activity" includes locations, events, or circumstances over which the District exercised substantial control over both the respondent and the context in which the

~~sexual harassment~~

sex discrimination occurs, and also includes any building owned or controlled by a student organization that is officially recognized by the District.

~~C. A District is "deliberately indifferent" only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.~~

The District's initial response to any report of ~~sexual harassment~~ sex discrimination must treat complainants and respondents equally by offering supportive measures to both and must follow the established grievance process before disciplining a respondent.

~~Even if no formal complaint has been filed, the~~The Title IX Coordinator shall promptly:

- A. Contact the complainant to discuss the availability of supportive measures;
- B. Consider the complainant's wishes with respect to supportive measures;
- C. Inform the complainant of the availability of supportive measures ~~with or without the filing of a formal complaint~~; and
- D. Explain to the complainant the process for filing a formal complaint.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint ~~or where no formal complaint has been filed~~. Such measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter ~~sexual harassment~~ sex discrimination. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, and other similar measures. The District shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

The District may remove a respondent from the District's education program or activity on an emergency basis, provided that the District undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of ~~sexual harassment~~ sex discrimination justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

Response to a ~~Formal~~ Notification Complaint

~~"Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the District investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the District with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information listed above, and by any additional method designated by the District that results in the Title IX Coordinator receiving the complaint.~~

~~The District may place a non-student employee respondent on administrative leave during the pendency of a grievance process in response to a formal complaint. This provision may not be~~

~~construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.~~

~~For the purpose of addressing formal complaints of sexual harassment, this grievance process shall comply with the following basic elements:~~

- ~~A. Provide written notice to all parties upon receipt of complaint, which must include:
 - ~~1. Notice of the District's formal grievance process, including any informal resolution process;~~
 - ~~2. Notice of the allegations, including sufficient details to allow respondent to prepare a response (such as the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident);~~
 - ~~3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;~~
 - ~~4. Notice that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence; and~~
 - ~~5. Notice of any provision in the District's code of conduct that prohibits knowingly making false statements or providing false information in the grievance process.~~~~
- ~~B. Treat complainants and respondents equitably;~~
- ~~C. Require an objective evaluation of all relevant evidence;~~
- ~~D. Require that the Title IX Coordinator, investigator, decision-maker, or any person designated by the District to facilitate an informal resolution process, be properly trained and not have a conflict of interest against complainants and respondents generally or against the particular complainant and respondent;~~
- ~~E. Include a presumption that the respondent is not responsible for the alleged conduct until a determination has been made at the conclusion of the grievance process;~~
- ~~F. Include reasonably prompt timeframes for the conclusion of the grievance process;~~
- ~~G. Describe or list the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility;~~
- ~~H. State that the District uses a preponderance of evidence standard to determine responsibility;~~
- ~~I. Include the procedures and permissible reasons for appeal by a respondent or a complainant;~~
- ~~J. Describe the range of supportive measures available to complainants and respondents; and~~
- ~~K. Not require, allow, or use evidence or questions that constitute or seek legally privileged information, unless the privilege is waived.~~

~~If the conduct alleged in a formal complaint does not meet the Title IX definition of sexual harassment~~

of Conduct

The Title IX Coordinator must take the following actions upon being notified of conduct that reasonably may constitute sex discrimination:

- A. Treat the complainant and respondent equitably. (§ 106.44(f)(1)(i)).
- B. Offer and coordinate supportive measures, as appropriate, for the complainant. If the recipient has initiated grievance procedures or offered an informal resolution process to the respondent, offer and coordinate supportive measures as appropriate, for the respondent. (§ 106.44(f)(1)(ii)).
- C. Notify the complainant, or if the complainant is unknown, the individual who reported the conduct, of the grievance procedures and the informal resolution process, if available and appropriate. (§ 106.44(f)(1)(iii)(A)).
- D. If a complaint is made, notify the respondent of the grievance procedures and the informal resolution process, if available and appropriate. (§ 106.44(f)(1)(iii)(B)).
- E. In response to a complaint, initiate the recipient's grievance procedures or informal resolution process, if available and appropriate. (§ 106.44(f)(1)(iv)).
- F. In the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, make a fact-specific determination by considering, at a minimum, eight (8) listed factors, and determining whether the conduct as alleged presents an imminent and serious threat to the health or safety of a complainant or other person or prevents the recipient from ensuring equal access based on sex to its education program or activity such that the Title IX Coordinator may initiate a complaint. (§ 106.44(f)(1)(v)).
- G. If the Title IX Coordinator initiates a complaint, notify the complainant prior to doing so and appropriately address reasonable concerns about the complainant's safety or the safety of others. (§ 106.44(f)(1)(vi)).
- H. Regardless of whether a complaint is initiated, take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the recipient's education program or activity, in addition to providing remedies to an individual complainant. (§ 106.44(f)(1)(vii)).

If the conduct alleged does not meet the Title IX definition of sex discrimination as established in Governing Board policy, did not occur in the District's education program or activity, or did not occur against a person in the United States, then the District shall dismiss the allegations for purposes of Title IX but may still address the allegations in any manner the District deems appropriate under other District policies.

The District may dismiss a ~~formal~~-complaint or any allegations therein, if at any time:

- A. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the ~~formal~~-complaint or any allegations therein;
- B. The respondent is no longer enrolled or employed by the District; or
- C. Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the ~~formal~~-complaint or allegations therein.

Upon dismissal of a ~~formal~~ complaint or any allegations therein, the District shall promptly send written notice of the dismissal, including the reasons for the dismissal, simultaneously to the parties.

When investigating a formal complaint and throughout the grievance process, the District shall:

- A. Ensure that the burden of proof and the burden of gathering evidence rests on the District and not on the parties, except that certain treatment records cannot be obtained without voluntary, written consent of a party;
- B. Provide an equal opportunity for the parties to present witnesses and evidence;
- C. Not restrict the ability of either party to discuss the allegations or to gather and present evidence;
- D. Provide the parties with the same opportunities to have others present during any meeting or grievance proceeding;
- E. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of any meeting or grievance proceeding, with sufficient time for the party to prepare to participate;
- F. Provide both parties an equal opportunity to inspect and review any evidence so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation (prior to completion of the investigative report, the investigator will send to each party and the party's advisor, if any, a copy of all evidence gathered during the investigation and will allow the parties at least ten (10) days to submit a written response to any of the evidence); and
- G. Create an investigative report that fairly summarizes relevant evidence and, at least ten (10) days prior to a determination of responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or hard copy, for their review and written response.

After the District has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision-maker(s) shall afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence are offered to prove consent.

[Decision-maker\(s\) must not have bias or conflict of interest. A decision-maker may be the Title IX Coordinator or investigator as long as there is no bias or conflict or interest.](#)

The decision-maker(s), who cannot be the same person(s) as the Title IX Coordinator or the investigator(s), shall apply the District's established standard of evidence and shall issue a written determination regarding responsibility that includes:

- A. Identification of the allegations potentially constituting ~~sexual harassment~~[sex discrimination](#);
- B. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with

parties and witnesses, site visits, methods used to gather other evidence, and hearings held;

C. Findings of fact supporting the determination;

D. Conclusions regarding the application of the District's code of conduct to the facts;

E. A statement of and rationale for the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the District imposes on the respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity shall be provided by the District to the complainant; and

F. The District's procedures and permissible bases for the complainant and respondent to appeal.

The District shall provide the written determination to the parties simultaneously. The Title IX Coordinator is responsible for effective implementation of any remedies.

The District shall offer both parties the right to appeal from a determination regarding responsibility and from a dismissal of a ~~formal~~ complaint or any allegations therein, on the following bases:

A. Procedural irregularity that affected the outcome of the matter;

B. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

C. The Title IX Coordinator, investigator(s), or decision-makers(s) had a conflict of interest or bias ~~for or against complainants or respondents generally or the individual complainant or respondent that affect the outcome of the matter.~~

As to all appeals, the District shall:

A. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

B. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

C. Ensure that the decision-maker(s) for the appeal does not have a conflict of interest or bias ~~for or against complainants or respondents generally or an individual complainant or respondent;~~

D. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

E. Issue a written decision describing the result of the appeal and the ~~rational~~ rationale for the result; and

F. Provide the written decision simultaneously to both parties.

The District may not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an

investigation and adjudication of ~~formal~~ complaints of ~~sexual harassment~~. ~~Similarly, the District may not require the parties to participate in an informal resolution process and may not offer an informal resolution process unless a formal complaint is filed. However, sex discrimination.~~ ~~However,~~ at any time prior to reaching a determination regarding responsibility during a ~~formal~~ complaint process, the District may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the District:

- A. Provides to the parties a written notice disclosing:
 - 1. The allegations;
 - 2. The requirements of the informal resolution process, ~~including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations,~~ provided ~~,~~ ~~however,~~ that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process ~~and resume the grievance process with respect to the formal complaint;~~ and
 - 3. Any consequences resulting from participating in the informal resolution process, including the records that shall be maintained or could be shared;
- B. Obtains the parties' voluntary, written consent to the informal resolution process; and
- C. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

The District shall maintain for a period of seven (7) years records of:

- A. Each ~~sexual harassment~~ ~~sex discrimination~~ investigation including:
 - 1. Any determination regarding responsibility;
 - 2. Any disciplinary sanctions imposed on the respondent; and
 - 3. Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity.
- B. Any appeal and the result therefrom;
- C. Any informal resolution and the result therefrom; and
- D. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The District shall make these training materials publicly available on its website, or if the District does not maintain a website the District shall make these materials available upon request for inspection by members of the public.

The District shall create and maintain for a period of seven (7) years, records of any actions, including supportive measures taken in response to a report or ~~formal~~ complaint of ~~sexual harassment~~ ~~sex discrimination~~. In each instance, the District shall document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the District's education program or activity. If a District does not provide a complainant with supportive measures, then the District shall document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the District in the future from providing additional explanations or detailing additional measures taken.

Compare current to previous Policy Advisories for "BBBA © BOARD MEMBER QUALIFICATIONS"




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

BBBA © BOARD MEMBER QUALIFICATIONS

(Governing Board Membership)

A person who is a registered voter of this state ~~and~~, has been a resident of the District for one (1) year immediately preceding the day of election, and is **not subject to registration as a sex offender in this state or any other jurisdiction is** eligible for ~~election~~ **election or appointment** to the office of Governing Board member.

No employee of the District, including a person who directly provides certificated or support services to the District as an employee of a third-party contractor, or the spouse of such employee may hold membership on the Governing Board of this District.

A Governing Board member is ineligible to serve simultaneously as a member of any other school district governing board, except that a Governing Board member may be a candidate for nomination or election for any other governing board if serving in the last year of a term of office.

Five-Member Board Same

Household Limitation

By legislative restriction applicable to five (5) member Boards, persons related as immediate family and having the same household within four (4) years:

- A. Shall not serve simultaneously on the Governing Board.
- B. Are ineligible to be a candidate for nomination or election to the Governing Board, except when a member is serving in the last year of a term of office.
- C. Are ineligible to be simultaneous candidates for nomination or election to the Governing Board.

A qualified elector residing in the District may bring an action in Superior Court to enforce these restrictions.

For purposes of this policy, the definitions of "immediate family" and "household of residence" set out in A.R.S. [15-421](#) shall apply.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:-

A.R.S.-

[15-302](#)

[15-421](#)

[38-201](#)

[38-296.01](#)

Arizona Constitution, Article VII, Section 15

Compare Policy Advisory "GBK © STAFF GRIEVANCES" to Policy in Manual

[first](#)[last](#)

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

GBK © STAFF GRIEVANCES

Effective communication between District employees, the administrative staff, and the Board is essential for proper operation of the schools. The Governing Board, therefore, authorizes the Superintendent to establish a grievance procedure for employees as the prescribed means of resolving grievances at the earliest date and the lowest possible administrative level. [In cases of alleged sex discrimination, this grievance procedure should provide supportive measures to complainants and respondents affected by the alleged sex discrimination conduct, must require adequate notice, must provide an equal opportunity to present and access evidence, and provide a reasonable opportunity for response by each party.](#)

Such procedure shall provide [for an appeal to the Board](#) for ~~Board~~ review of any grievance that cannot be resolved at the administrative level. In such instances, the ~~affected individual may request that the Governing Board review the situation. Such request~~ shall be in writing and shall contain the basis for the appeal, including the act or acts out of which the grievance arose, identification of the Board policies and/or administrative regulations involved, and the remedy sought. Within five (5) working days following notification of the Superintendent's decision, any written request for appeal shall be submitted to the Superintendent for transmittal to the Board. The Governing Board, at a time of its choosing, shall review the grievance and issue a response within fifteen (15) working days following such review.

The decision of the Governing Board is final.

Adopted: ~~date of Manual adoption~~[<-- z2AdoptionDate -->](#)

LEGAL REF.:

A.R.S.

[38-532](#)

[20 U.S.C. 1681, Education Amendments of 1972, Title IX,](#)

[as amended in 2024, Title IX](#)

Compare current to previous Policy Advisories for "GCF © PROFESSIONAL STAFF HIRING"

[first](#)[last](#)

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

GCF © PROFESSIONAL STAFF HIRING

It shall be the policy of the District to employ and retain the best qualified personnel. This will be accomplished by considering qualifications and by providing competitive salary schedules within the financial capability of the District, adequate facilities, and good working conditions.

Before employing a certificated or noncertificated person, school districts and charter schools shall conduct a search of the prospective employee on the educator information system that is maintained by the Department of Education.

A school district or charter school may not employ either of the following in a position that requires a valid fingerprint clearance card:

- A. A certificated person whose certificate has been suspended, surrendered or revoked, unless the State Board of Education has subsequently reinstated the person's certificate.
- B. A noncertificated person who has been prohibited from employment at a school district or charter school by the State Board of Education pursuant to A.R.S. [15-505](#).

[Candidates shall disclose whether they have pled guilty, pled no contest, been convicted of or are awaiting trial pursuant to A.R.S. 15-509.](#)

Each school district and charter school shall annually submit to the Department of Education a list of certificated and noncertificated persons who are employed at the school district or charter school. The department shall issue guidance to school districts and charter schools regarding this requirement.

The Board has the legal responsibility of approving the employment of all employees. While this responsibility cannot be waived, the Board assigns to the Superintendent the process of recruiting staff members. In carrying out this responsibility, the Superintendent may involve other staff members as needed. All personnel selected for employment must be recommended by the Superintendent and approved by the Board. The Board adopts the following general criteria, which shall be utilized in the selection process for initial employment:

- A. There will be no discrimination in the hiring process due to race, color, religion, sex, age, national origin, or disability of an otherwise qualified individual.
- B. Candidates for professional positions shall be qualified for and have the training necessary to perform the instructional duties or functions for which they have applied.
- C. Each candidate shall provide evidence of meeting state requirements for certification.
- D. Each candidate shall be requested to complete a consent-and-release form regarding conduct of a background investigation.

E. A "background investigation" - consisting of communication with the applicant's (or employee's) former employer that concerns education, training, experience, qualifications, and job performance for the purpose of evaluation for employment - shall be conducted on each individual to be considered for a recommendation of employment. Forms developed for this purpose are to be used.

Information obtained about an employee or applicant for employment by the District in the performance of a background investigation, including any records indicating that a current or former employee of a school or school district was disciplined for violating policies of the School District Governing Board pursuant to A.R.S. [15-153](#), may be retained by that district and may be provided to any school district or other public school that is performing a background investigation.

Any employee's misstatement of fact that is material to qualifications for employment or the determination of salary shall be considered by the Board to constitute grounds for dismissal.

Before employment, schools or school districts shall verify the certification and fingerprint status of applicants who apply for school or school district positions that require certification.

Should the need arise to employ a teacher who meets the requirements for a conditional certificate before an applicant has obtained the appropriate valid fingerprint clearance card, the District may assist in obtaining the conditional certificate, and employ the teacher, by meeting all of the following conditions:

- A. The District verifies in writing on a form provided by the Arizona Department of Education (ADE) the necessity for hiring and placing the applicant into service before a fingerprinting check is completed.
- B. The District obtains from the Department of Public Safety a state-wide criminal records check on the applicant. Subsequent criminal records checks must be completed every one hundred twenty (120) days until a permanent certificate is received.
- C. The District searches the criminal records of all local jurisdictions outside Arizona where the applicant has lived in the previous five (5) years.
- D. The District obtains references from the applicant's current employer and two (2) most recent previous employers, except that for applicants who have been employed for at least five (5) years by the most recent employer, only references from that employer are required.
- E. The District provides general supervision of the applicant until permanent certification is issued by ADE.

Upon recommendation for employment the District shall confirm employment authorization and employment eligibility verification by participating in the E-Verify program of the Department of Homeland Security's (DHS) U.S. Citizenship and Immigration Services Bureau (USCIS) and the Social Security Administration (SSA). The District will then complete the Form I-9 as required and maintain the form with copies of the necessary documents and documentation of the authorization and verification pending any inquiry.

The Superintendent of Public Instruction may also impose any additional conditions or restrictions deemed necessary.

Any person who permits unauthorized access to criminal history record information, releases criminal history record information, or procures the release or uses criminal history record

information other than in accord with A.R.S. [41-1750](#) is guilty of a class 6 felony.

A professional candidate's acceptance of a contract offer must be indicated within _____ (_____) days from the date of the written contract or the offer is revoked. Written notice of the deadline date for acceptance shall be included in the contract offer or an attachment to the contract offer. The candidate accepts the contract by signing the contract and returning it to the Governing Board or by making a written instrument which accepts the terms of the contract and delivering it to the Governing Board. If the written instrument includes terms in addition to the terms of the contract offered by the Board, the candidate fails to accept the contract.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[13-3716](#)

[15-153](#)

[15-502](#)

[15-503](#)

[15-505](#)

[15-509](#)

[15-512](#)

[15-536](#)

[15-538.01](#)

[15-539](#)

[15-550](#)

[23-211](#)

[23-212](#)

[23-1361](#)

[38-201](#)

[38-231](#)

[38-232](#)

[38-766.01](#)

[41-1750](#)

[41-1756](#)

CROSS REF.:

[GCB](#) - Professional Staff Contracts and Compensation

[GCFC](#) - Professional Staff Certification and Credentialing Requirements
(fingerprinting requirements)

[GCO](#) - Evaluation of Professional Staff Members

Compare current to previous Policy Advisories for "GDF © SUPPORT STAFF HIRING"

first

last

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

GDF © SUPPORT STAFF HIRING

It shall be the policy of the District to employ and retain the best qualified personnel. This will be accomplished by considering qualifications and by providing competitive wages within the financial capabilities of the District, adequate facilities, and good working conditions.

Recruitment of support staff personnel is the responsibility of the Superintendent. Other members of the administration and supervisory staff will assist as responsibilities are delegated by the Superintendent.

Before employing a certificated or noncertificated person, school districts and charter schools shall conduct a search of the prospective employee on the educator information system that is maintained by the ~~department~~ Department of ~~education~~ Education.

A school district or charter school may not employ either of the following in a position that requires a valid fingerprint clearance card:

- A. A certificated person whose certificate has been suspended, surrendered or revoked, unless the State Board of Education has subsequently reinstated the person's certificate.
- B. A noncertificated person who has been prohibited from employment at a school district or charter school by the State Board of Education pursuant to subsection b of this section.

Candidates shall disclose whether they have pled guilty, pled no contest, been convicted of or are awaiting trial pursuant to A.R.S. [15-509](#).

Each school district and charter school shall annually submit to the Department of Education a list of certificated and noncertificated persons who are employed at the school district or charter school. The department shall issue guidance to school districts and charter schools regarding this requirement.

The Board adopts the following general criteria and procedures, which shall be utilized in the selection process for initial employment:

- A. There will be no discrimination in the hiring process due to race, color, religion, sex, age, national origin, or disability of an otherwise qualified individual.
- B. Candidates for all positions shall be physically and mentally able to perform the duties of the position job descriptions for which they have applied.
- C. Each candidate shall be requested to complete a consent-and-release form regarding conduct of a background investigation.
- D. A "background investigation" - consisting of communication with the applicant's (or employee's) former employer that concerns education, training, experience, qualifications, and job performance for the purpose of evaluation for employment - shall be conducted

on each individual to be considered for a recommendation of employment. Forms developed for this purpose are to be used.

Information obtained about an employee or applicant for employment by the District in the performance of a background investigation, including any records indicating that a current or former employee of a school or school district was disciplined for violating policies of the School District Governing Board pursuant to A.R.S. [15-153](#), may be retained by that District and may be provided to any school district or other public school that is performing a background investigation.

Any employee's misstatement of fact that is material to qualifications for employment or the determination of salary shall be considered by the Board to constitute grounds for dismissal.

A district may hire and place a noncertificated employee into service before receiving the results of the mandatory fingerprint check or a fingerprint clearance card has been issued or denied. However, until fingerprint clearance has been received, an applicant who is required or allowed to have unsupervised contact with pupils cannot be hired and placed into service until:

- A. The District documents in the applicant's file the necessity for hiring and placing the applicant into service before a fingerprint check can be completed or a fingerprint clearance card is issued or denied.
- B. The District obtains from the Department of Public Safety a statewide criminal records information check on the applicant. Subsequent criminal records checks are also required every one hundred twenty (120) days until the date that the fingerprint check is completed or the fingerprint clearance card is issued or denied.
- C. The District obtains references from the applicant's current employer and two (2) most recent previous employers, except that for applicants who have been employed for at least five (5) years by the most recent employer, only references from that employer are required.
- D. The District provides general supervision of the applicant until the date the fingerprint check is completed or the fingerprint clearance card is issued or denied.

Upon recommendation for employment the District shall confirm employment authorization and employment eligibility verification by participating in the E-Verify program of the Department of Homeland Security's (DHS) U.S. Citizenship and Immigration Services Bureau (USCIS) and the Social Security Administration (SSA). The District will then complete the Form I-9 as required and maintain the form with copies of the necessary documents and documentation of the authorization and verification pending any inquiry.

The District reports to the Superintendent of Public Instruction on June 30 and December 31 the number of applicants hired prior to the completion of a fingerprint check or the issuance of a fingerprint clearance card and the number of applicants for whom fingerprint checks or fingerprint clearance cards have not been received after one hundred twenty (120) days and after one hundred seventy-five (175) days of hire.

The District may provide information received as a result of a fingerprint check required by section [15-512](#) to any other school district if requested to do so by the person who was the subject of the fingerprint check or communicate to any school district if requested to do so by the person who applied for a fingerprint clearance card whether the person has been issued or denied a fingerprint clearance card. A copy of any written communication regarding employment must be sent by the employer providing the information to the former employee's last known address.

Any person who permits unauthorized access to criminal history record information, releases criminal history record information, or procures the release or uses criminal history record information other than in accord with A.R.S. [41-1750](#) is guilty of a class 6 felony.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[13-3716](#)

[15-153](#)

[15-502](#)

[15-505](#)

[15-509](#)

[15-512](#)

[23-211](#)

[23-212](#)

[23-1361](#)

[38-201](#)

[38-481](#)

[41-1756](#)

CROSS REF.:

[GDFA](#) - Support Staff Qualifications and Requirements
(fingerprinting requirements)

Compare current to previous Policy Advisories for "IHA © BASIC INSTRUCTIONAL PROGRAM"

◀ first

last ▶

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

IHA © BASIC INSTRUCTIONAL PROGRAM

The various instructional programs will be developed to maintain a balanced, integrated, and sequential curriculum that will serve the educational needs of all school-aged children in the District. The curriculum will be broad in scope and provide for a wide range in rate, readiness, and potential for learning.

The instructional program shall reflect the importance of language acquisition/reading-skill development as the basic element in each student's education. The first priority of the instructional program will be language acquisition through a planned sequence of reading skills and language experiences beginning in the kindergarten program. The improvement of specific reading skills of students should be continuous throughout their education. Each school educating students in kindergarten and grades one (1) through three (3) shall have a reading program as required by A.R.S. [15-704](#) and applicable State Board of Education rules.

The second priority of the instructional program will be mastery of the fundamentals of mathematics, beginning in the kindergarten program.

The instructional program will ensure that on or before July 1, 2022, at least one (1) kindergarten through third (K-3) grade teacher, literacy coach or literacy specialist in each school has received training related to dyslexia that complies with the requirements prescribed in A.R.S. [15-219](#) and A.R.S. [15-501.01](#) which includes enabling teachers to understand and recognize dyslexia and to implement structured literacy instruction that is systematic, explicit, multisensory and evidence-based to meet the educational needs of students with dyslexia.

Attention to the above-listed priorities shall not result in neglect of other areas of the curriculum.

Minimum Course of Study for Students in the Common Schools

Students shall demonstrate competency as defined by the State Board-adopted academic standards, at the grade levels specified, in the following required subject areas:

- A. English language arts (ELA);
- B. Mathematics;
- C. Social studies; including:
 1. Civics; and
 2. ~~Instruction~~ **Instruction** on the Holocaust and other genocides **for** at least ~~once in either the seventh (7th) grade or the eighth (8th) grade~~ **three (3) class periods, or the equivalent, on at least two (2) separate occasions during any of grades seven through twelve (7-12).**

3. Instruction in the Constitutions of the United States and Arizona, American institutions and ideals and in the history of Arizona, including the history of Native Americans in Arizona for a total of one (1) year during kindergarten (K) through eighth (8th) grades.

D. Science;

E. Two (2) or more of the following:

1. Visual Arts
2. Dance
3. Theatre
4. Music
5. Media Arts

F. ~~Health/Physical~~ [Health/Physical](#) education, including mental health. Mental health instruction may be included as part of other subject areas and shall comply with A.R.S. § [15-701.0203](#).

Minimum Course of Study for Graduation from High School

See Policy IKF.

Observance Days

September 11, in each year shall be observed as 9/11 Education Day. On 9/11 Education Day, each public school shall dedicate a portion of the school day to age-appropriate education on the terrorist attacks of September 11, 2001.

September 25, in each year, shall be observed as Sandra Day O'Connor Civics Celebration Day. On Sandra Day O'Connor Civics Celebration Day, each public school in this state shall dedicate the majority of the school day to civics education.

If Sandra Day O'Connor Civics Celebration Day or 9/11 Education Day falls on a Saturday, Sunday or other day when a public school is not in session, the preceding or following school day shall be observed in the public school as the holiday.

The Superintendent is directed to emphasize the use of the resources developed by the State Board of Education relating to civics education which align with the academic standards in social studies pursuant to A.R.S. [15-701](#) and [15-701.01](#).

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[1-319](#)

[1-321](#)

[15-203](#)

[15-211](#)

[15-219](#)

[15-341](#)

[15-501.01](#)

[15-701](#)

[15-701.01](#)

~~[15-701.02](#)~~ [03](#)

[15-704](#)

[15-710](#)

[15-710.02](#)

[15-741.01](#)

[15-802](#)

A.A.C.

[R7-2-301](#) *et seq.*

CROSS REF.:

[IJNDB](#) - Use of Technology Resources in Instruction

[IKF](#) - Graduation Requirements

Compare current to previous Policy Advisories for "IKF © GRADUATION REQUIREMENTS"




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

IKF © GRADUATION REQUIREMENTS

Regular Education

A minimum number of units of credit are required for graduation by the Arizona State Board of Education. Listed below are the units that must be completed before a student may receive a high school diploma.

Graduation requirements may be met as follows:

- A. By successful completion of subject area course requirements.
- B. By mastery of the standards adopted by the State Board of Education and other competency requirements for the subject as determined by the Governing Board in accord with A.A.C. [R7-2-302.02](#) and rules established by the Superintendent.
- C. By earning credits through correspondence courses (limited to one [1] in each of the four [4] major subject areas) and/or by passing appropriate courses at the college or university level if the courses are determined to meet standards and criteria established by the Board and in accord with A.R.S. [15-701.01](#).
- D. By the transfer of credits as described in Policy JFABC.
- E. An out-of-state transfer student is not required to pass the competency test to graduate if the student has successfully passed a statewide assessment test on state adopted standards that are substantially equivalent to the State Board Adopted Academic Standards.

Graduation requirements as determined by the Arizona State Board of Education ([R7-2-302.02](#)) and the District Governing Board are as follows:

English	4.0 units
Math	4.0 units*
Science	3.0 units**
Social Studies	3.0 units***
American Government and Arizona Government	0.5 unit
American History - including Arizona History History	1.0 unit
World History and Geography Geography – including	1.0 unit

~~1.0 unit~~ instruction on the Holocaust and other
genocides for at least three (3) class periods,
or the equivalent, on at least two (2) separate

occasions during any of grades seven through

twelve (7-12).

Economics	0.5 unit****
Fine Arts or Career, Technical and Vocational Education	1.0 unit
Electives	<u>7.0 units</u>
Total	22.0 units

* In lieu of one (1) credit of Algebra II or its equivalent course content a student may request a personal curriculum in mathematics following [R7-2-302.03](#).

* Math courses shall consist of Algebra I, Geometry, Algebra II, (or its equivalent) and an additional course with significant math content as determined by the Governing Board (Governing Body).

Pursuant to A.R.S. § [15-710](#), a total of one (1) year instruction in state and federal constitutions, American institutions and ideals and in the history of Arizona, including the history of Native Americans in Arizona is required during grades nine (9) through twelve (12).

Pursuant to the prescribed graduation requirements adopted by the State Board of Education, the Governing Board may approve a rigorous computer science course that would fulfill a mathematics course required for graduation from high school. The Governing Board may only approve a rigorous computer science course if the rigorous computer science course includes significant mathematics content and the Governing Board determines the high school where the rigorous computer science course is offered has sufficient capacity, infrastructure and qualified staff, including competent teachers of computer science.

** Three (3) credits of science in preparation for proficiency at the high school level on a state required test.

*** Through the graduating class of 2025, the competency requirements for social studies shall include a requirement that, in order to graduate from high school or obtain a high school equivalency diploma, a pupil must correctly answer at least sixty (60) of the one hundred (100) questions listed on a test that is identical to the civics portion of the naturalization test used by the United States Citizenship And Immigration Services.

Beginning with the graduating class of 2026, the competency requirements for social studies shall include a requirement that, in order to graduate from high school or obtain a high school equivalency diploma, a pupil must correctly answer at least seventy (70) of the one hundred (100) questions listed on a test that is identical to the civics portion of the naturalization test used by the United States Citizenship and Immigration Services. The District school shall document on the pupil's transcript only a pass or fail designation that the pupil has passed or failed the test.

A pupil in grade seven (7) or eight (8) may take the test described in this paragraph, and if the pupil correctly answers at least seventy (70) of the one hundred (100) questions on the test:

- The district school or charter school shall document on the pupil's transcript only a pass or fail designation that the pupil has passed or failed the test required by this paragraph.
- The pupil is not required to take the test required by this paragraph again in high school.

**** The State Board requirement for economics is at least one-half (.5) of a course credit, which shall include financial literacy and personal financial management.

The Governing Board may determine the method and manner in which to administer a test that is identical to the civics portion of the naturalization test used by the United States Citizenship and Immigration Services. A pupil who does not obtain a passing score on the test that is identical to the civics portion of the naturalization test may retake the test until the pupil obtains a passing score.

Each school district and charter school shall report to the department of education all of the following aggregate data, organized by grade level, relating to the test that is identical to the civics portion of the naturalization test used by the United States Citizenship and Immigration Services required by subsection A, paragraph 3 of §[15-701.01](#):

1. The median score.
2. The percentage of pupils who passed by correctly answering the minimum number of questions required to pass the test pursuant to subsection A, paragraph 3 of §[15-701.01](#).
3. The percentage of pupils who failed by correctly answering fewer than the minimum number of questions required to pass the test pursuant to subsection A, paragraph 3 of §[15-701.01](#).
4. Any other data required by the department relating to the test.

A school district or charter school may not include the personally identifiable information of any pupil in the data reported to the department of education under subsection L of §[15-701.01](#).

Special Education

Listed above, under "Regular Education," are the requirements that must be completed before a student may receive a high school diploma. Completion of graduation requirements for special education students who do not meet the required units of credit shall be determined on a case-by-case basis in accordance with the special education course of study and the individualized education program of the student. Graduation requirements established by the Governing Board may be met by a student as defined in A.R.S. [15-701.01](#) and A.A.C. [R7-2-302](#).

Pupils who receive special education shall not be required to achieve passing scores on the test that is identical to the civics portion of the naturalization test under section [15-701.01](#) in order to graduate from high school unless the pupil is learning at a level appropriate for the pupil's grade level in a specific academic area and unless a passing score on the test that is identical to the civics portion of the naturalization test under section [15-701.01](#) is specifically required in a specific academic area by the pupil's individualized education program as mutually agreed on by the pupil's parents and the pupil's individualized education program team or the pupil, if the pupil is at least eighteen (18) years of age.

Competency requirements. Any student who is placed in special education classes, grades nine (9) through twelve (12), is eligible to receive a high school diploma without meeting state competency requirements.

State Seal of Biliteracy. The School District may voluntarily participate in the state seal of biliteracy program by notifying the Superintendent of Public Instruction of such intention. Schools will then identify the students who have met the requirements to be awarded the state

seal of biliteracy, which shall be affixed to the diploma and noted on the transcript of each student who has met the requirements.

CPR Instruction and Training. School districts and charter schools shall provide public school pupils with one (1) or more training sessions in cardiopulmonary resuscitation, through the use of psychomotor skills in an age-appropriate manner, during high school.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[15-203](#)

[15-341](#)

[15-701.01](#)

[15-710](#)

[15-763](#)

A.A.C.

[R7-2-302.02](#)

[R7-2-302.03](#)

CROSS REF.:

[IGD](#) - Curriculum Adoption

[IGE](#) - Curriculum Guides and Course Outlines

[IHAMC](#) - Instruction and Training in Cardiopulmonary Resuscitation

[IHAMD](#) - Instruction and Training in Suicide Prevention

[IIE](#) - Student Schedules and Course Loads

[IKA](#) - Grading/Assessment Systems

[JFABC](#) - Admission of Transfer Students

Compare current to previous Policy Advisories for "JFABC © ADMISSION OF TRANSFER STUDENTS"

first

last

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

JFABC © ADMISSION OF TRANSFER STUDENTS (Academic Credit Transfer)

Academic credit for students who transfer from private or public schools shall be determined on a uniform and consistent basis.

Elementary

Academic credit for placement in the common school subjects and grades shall be based upon teacher recommendations and previous grade level assignments subject to the determination that the student can meet the standards adopted by the State Board of Education for the grade level assignment.

Credit for Graduation Requirements

Core credit for purposes of this policy shall be the units of credit specifically named as required for graduation by the State Board of Education in R7-2-302.02.

The District may evaluate the transcripts of transfer students for the assignment of credit pursuant to Section 15-701.01.

The School District shall provide to a pupil who transfers credit from a charter school, school district or Arizona online instruction a list that indicates which credits have been accepted as either elective or core credits by the School District.

Within ten (10) school days after receiving the list, a pupil may request to take an examination in each particular course in which core credit has been denied. The School District shall accept the credit as a core credit for each particular course in which the pupil takes an examination and receives a passing score on a test, aligned to the competency requirements adopted pursuant to ~~this section, designed~~ A.R.S. 15-701.01, that is designed and evaluated by a teacher in the School District who teaches the subject matter on which the examination is based.

The School District may not charge a fee to a pupil who takes an examination in a particular course to obtain academic credit, pursuant to section 15-701.01, subsection ~~i~~, from the School District if the academic credit for a course was previously earned in an Arizona online instruction course or at any public school in this state. Any test administered pursuant to this subsection shall be an assessment that is aligned to the course relevant state academic standards.

If a pupil is enrolled in the School District and that pupil also participates in Arizona online instruction between May 1 and July 31, the School District shall not require proof of payment as a condition of the School District accepting credits earned from the online course provider.

~~All core credit courses must meet the standards adopted by the State Board of Education where such standards exist. Where standards have not been adopted by the State Board of Education, core credit courses must meet the standards established for the school to which the student has requested a transfer of credit.~~

~~Adopted: <~~

If the State Board of Education has not adopted standards for an elective subject, the School District Governing Board is responsible for adopting competency requirements for the successful completion of the elective subject.

School Districts Receiving Foster

Students Who Transfer Pursuant

to a Best Interest Educational

Placement Determination in

Grades Nine Through Twelve

Pursuant to 15-701.04, each school district governing board will specify the manner in which they will: calculate full and partial academic credits that were earned by the foster child at the school of origin, accept all academic credits earned by a foster child at the school of origin, including partial credits, and determine if these credits will be accepted as core credits or elective credits. Every possible attempt should be made to accept these credits as core credits.

The State Board of Education will develop guidelines for school districts to consider regarding the calculation of academic credits.

(Include District-specific language here

for calculation of full and partial

academic credits)

No later than ten (10) days after the School District receives the foster child's educational records from the school of origin, the School District must meet with the foster child to review and update the student's graduation plan, including participation in credit recovery programs, if necessary. A written copy of the graduation plan shall be provided to the student, parents who have maintained parental rights, and any guardian, custodian, caregiver or foster parent.

School Districts Transferring

Educational Records for Foster

Students Who Transfer Pursuant

to a Best Interest Educational

Placement Determination in

Grades Nine Through Twelve

Each school district shall develop and adopt policies concerning the transfer of educational records by a school of origin for a foster child enrolled in grades nine (9) through twelve (12).

These records must include: all earned academic credits, including partial credits; documentation of competencies achieved in a course in which partial credit was not received.

An enrolling school may administer a local competency assessment to award full or partial credit for core competencies identified in a foster child's educational records. A school district may not require that a foster child, enrolled in grades eleven (11) or twelve (12), satisfy graduation requirements that are in addition to or higher than those prescribed by the State Board of Education.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:-

A.R.S.

[1-701-](#)

[15-189.03](#)

[15-701.01](#)

[15-701.04](#)

[15-745](#)

[15-808](#)

A.A.C.-

[R7-2-302-02](#)

CROSS REF.:-

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

Compare current to previous Policy Advisories for "JFB © OPEN ENROLLMENT"

[first](#)[last](#)

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

JFB © OPEN ENROLLMENT

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

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

School District policies shall include the information required by A.R.S. [15-816.01](#)(I) that is needed to request enrollment and that is consistent with guidance and state and federal law regarding pupil privacy and civil rights, and information regarding the provision of transportation or resources for transportation.

The policies must be easily accessible from the home page on each school's website and be available in English and in Spanish or in any other language used by a majority of the populations served by the school or School District.

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

If a school has any other separate capacity by specialized program, the information required pursuant to ~~this subsection~~ [15-816.01](#) shall also be posted by specialized program.

Schools shall accept pupils throughout the school year as capacity allows. Pupils who are denied access due to capacity shall be informed that they are on a wait list and of the details regarding the process prescribed in A.R.S. [15-816.01](#)(E).

Pupils shall be selected as seats become available.

A school district shall enroll at any time any resident pupil who applies for enrollment to the school district.

A school district shall give enrollment preference to and reserve capacity for all of the following:

- A. Resident pupils.
- B. Pupils returning to the school from the prior year.
- C. Siblings of pupils already enrolled.

A school district may give enrollment preference to children who:

- A. Are in foster care.

- B. Meet the definition of unaccompanied youth prescribed in the McKinney-Vento Homeless Assistance Act (P.L. 100-77; 101 Stat. 482; 42 United States Code Section 11434a).
- C. Attend a school that is closing.
- D. Are children of a member of the armed forces of the United States who either is on active duty or was killed in the line of duty.

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

A school district may give enrollment preference to and reserve capacity for all of the following:

- A. Pupils who are children of persons who are employed by or at a school in the School District.
- B. Resident transfer pupils and their siblings.
- C. Pupils who meet additional criteria established and published by the School District Governing Board.

If remaining capacity at a school, as determined by the School District Governing Board, is insufficient to enroll all pupils who submit a timely request, the school or School District shall select pupils through an equitable selection process such as a lottery (but not limited to a lottery), except that preference shall be given to the siblings of a pupil selected through an equitable selection process such as a lottery.

Except as provided in A.R.S. [15-816.01](#), a school that is operated by a school district may not limit admission based on any of the following:

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

Definitions

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

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

Enrollment Options

District resident pupils may enroll in another school district or in another school within this District. Resident transfer pupils and nonresident pupils may enroll in schools within this District, subject to the procedures that follow.

Information and Application

The Superintendent shall prepare a written information packet concerning the District's application process, standards for acceptance or rejection, and policies, regulations, and procedures for open enrollment. The packet will be made available to everyone who requests it.

The information packet shall include the enrollment application form and shall advise applicants that they must submit enrollment applications on or before _____ of each year to be considered for enrollment during the following school year.

Capacity

The Superintendent shall annually estimate how much excess capacity may exist to accept transfer pupils. The estimate of excess capacity shall be made for each school and grade level and shall take into consideration:

- A. District resident pupils in assigned school attendance areas, including those issued certificates of educational convenience and those required to be admitted by statute.
- B. The enrollment of eligible children of persons who are employed by the District.
- C. Resident transfer pupils who were enrolled in the school the previous year.
- D. Nonresident pupils who were enrolled in the school the previous year.

The Governing Board shall make the final determination of excess capacity and may require resident transfer pupils and/or nonresident pupils to be subject to the enrollment priorities and procedures found below. The excess-capacity estimates shall be made available to the public in _____ of each year.

Enrollment Priorities

If the Governing Board has determined that there is excess capacity to enroll additional pupils, such pupils shall be selected on the basis of designated priority categories from the pool of pupils:

- A. Who have properly completed and submitted applications; and
- B. Who meet admission standards.

Enrollment priorities and procedures for selection shall be in the order and in accordance with the following:

- A. Enrollment preference shall be given to resident transfer pupils who were enrolled in the school the previous year and any sibling who would be enrolled concurrently with such pupils. If capacity is not sufficient to enroll all of these pupils, they shall be selected through a random selection process adopted by regulation of the Superintendent.
- B. Enrollment preference shall be given to nonresident pupils who were enrolled in the school the previous year and any sibling who would be enrolled concurrently with such

pupils. If capacity is not sufficient to enroll all of these pupils, they shall be selected through a random selection process adopted by regulation of the Superintendent.

C. Enrollment preference shall be given to resident transfer pupils who were not enrolled in the school the previous year. If capacity is not sufficient to enroll all of these pupils, they shall be selected through a random selection process adopted by regulation of the Superintendent.

D. Enrollment preference shall be given to nonresident pupils who were not enrolled in the school the previous year. If capacity is not sufficient to enroll all of these pupils, they shall be selected through a random selection process adopted by regulation of the Superintendent.

Admission Standards

A school district may refuse to admit any pupil who has been expelled from another educational institution or who is in the process of being expelled from another educational institution.

Notification

The District shall notify the emancipated pupil, parent, or legal guardian in writing by _____ whether the applicant has been accepted, placed on a waiting list pending the availability of capacity, or rejected. The District shall also notify the resident school district of an applicant's acceptance or placement on a waiting list. If the applicant is placed on a waiting list, the notification shall inform the emancipated pupil, parent, or legal guardian of the date when it will be determined whether there is capacity for additional enrollment in a school. If the pupil's application is rejected, the reason for the rejection shall be stated in the notification.

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

Transportation of Students Admitted Through Open Enrollment

A resident transfer student is eligible for District transportation on routes within the attendance boundaries of the school to which the student has been accepted for open enrollment transfer. It is the responsibility of the parents or guardians of the resident transfer student to have the student at a designated pickup point within the receiving school's transportation area.

Nonresident open enrollment students are eligible for District transportation from a designated pickup point on a bus route serving the attendance area of the school to which the student has been admitted, or as may be otherwise determined by the District.

The District *may* provide transportation for open enrollment nonresident students who meet the economic eligibility requirements established under the national school lunch and child nutrition acts for free or reduced-price lunches:

~~A. of~~ not more than thirty (30) miles to and from:

1. the school of attendance, or
2. a pickup point on a regular District transportation route, or

3. for the total miles traveled each day to an adjacent district.

The District *shall* provide transportation for nonresident transfer students with disabilities whose individualized education program (IEP) specifies that transportation is necessary for fulfillment of the program:

~~A. of~~ not more than thirty (30) miles to and from:

1. the school of attendance, or
2. a pickup point on a regular District transportation route, or
3. for the total miles traveled each day to an adjacent district.

Exception

Should there be excess capacity remaining for which no applications were submitted by the date established, the Superintendent, upon approval by the Board, shall authorize additional enrollment of nonresident pupils:

- A. Up to the determined capacity.
- B. On the basis of the order of the completed applications submitted after the notification date established in this policy.
- C. Without regard to enrollment preference.
- D. As long as admission standards are met.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[8-371](#)

[15-341](#)

[15-764](#)

[15-797](#)

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

[15-816.01](#)

[15-823](#)

[15-824](#)

[15-825](#)

[15-841](#)

[15-922](#)

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

CROSS REF.:

[EEAA](#) - Walkers and Riders

[IIB](#) - Class Size

[JF](#) - Student Admissions

[JFAA](#) - Admission of Resident Students

[JFAB](#) - Admission of Nonresident Students

[JFABD](#) - Admission of Homeless Students

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

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

Compare JFB-RA (version 5 to 4)



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



JFB-~~RA~~R ©

REGULATION

OPEN ENROLLMENT

Selection Process

All applicants will be accepted if there is sufficient capacity. If there is insufficient capacity, applicants will be selected from the submitted applications for enrollment in a school in accordance with a random selection process except where policy may indicate otherwise. After March 15, pupils shall be selected for enrollment from the waiting list in the order in which the pupils were placed on the waiting list through the random selection process, or as otherwise provided by policy.

Procedure

~~The procedure for selection shall be as follows:~~

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

There should be an equitable process in place, such as a randomized lottery, for applicant selection.

Compare Policy Advisory "JH © STUDENT ABSENCES AND EXCUSES" to Policy in Manual

first

last

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

JH © STUDENT ABSENCES AND EXCUSES

The regular school attendance of a child of school age is required by state law. Regular school attendance is essential for success in school; therefore, absences shall be excused only for necessary and important reasons. Such reasons include illness, mental or behavioral health, bereavement, other family emergencies, and observance of major religious holidays of the family's faith.

In the event of a necessary absence known in advance, the parent is expected to inform the school; if the absence is caused by emergency, such as illness, the parent is expected to telephone the school office. When a student returns to school following any absence, a note of explanation from the parent is required.

When Absent from School

State law mandates that the school record reasons for all student absences. Therefore, when a student is absent, it will be necessary for the parent to call the school on or before the day of the absence in order to advise the school as to the reason for the absence. When it is impossible to call on the day of the absence, the school should be notified on the morning the student returns, in time for the student to obtain an admission slip prior to the student's first class. All absences not verified by parental or administrative authorization will remain unexcused.

If a parent does not have access to a phone, either at home or at work, a note will be accepted for verification purposes.

For absences greater than one (1) day in length, the school should be notified each day of the absence.

All personnel will solicit cooperation from parents in the matter of school attendance and punctuality, particularly in regard to the following:

- A. The scheduling of medical and dental appointments after school hours except in cases of emergency.
- B. The scheduling of family vacations during school vacation and recess periods.

The school may require an appointment card or a letter from a hospital or clinic when the parent has not notified the school of an appointment of a medical or dental nature.

School administrators are authorized to excuse students from school for necessary and justifiable reasons.

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

LEGAL REF.:

A.R.S.

[15-346](#)

[15-802](#)

[15-806](#)

[15-807](#)

[15-843](#)

[15-873](#)

~~[15-901](#)~~[902](#)

CROSS REF.:

[JE](#) - Student Attendance

Compare current to previous Policy Advisories for "JHD © EXCLUSIONS AND EXEMPTIONS FROM SCHOOL ATTENDANCE"

first

last

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

JHD © EXCLUSIONS AND EXEMPTIONS FROM SCHOOL ATTENDANCE

(Chronic Health Conditions)

The District will provide appropriate educational opportunities for any student identified by a ~~certified~~-licensed medical, mental, or behavioral health professional such as a physician, podiatrist, chiropractor, naturopathic doctor, osteopathist, psychologist, physician assistant, or registered nurse practitioner as having a chronic health condition requiring management on a long-term basis that will affect regular school attendance. Homework will be made available in a timely manner to ensure that such students have the opportunity to successfully complete assignments and avoid losing credit because of their absence from school. The assigned teacher(s) shall have the responsibility to provide, in a timely manner, homework for students designated as having chronic health conditions. Further, students with chronic health conditions shall be provided flexibility in physical education activity requirements so that they may participate in the regular physical education program to the extent that their health permits. Staff members responsible for physical education activities programs shall develop and implement such guidelines.

Nothing in this policy shall be construed to obstruct, interfere with or override the rights of parents or guardians concerning the education and health care of pupils with chronic health problems.

Nothing in this policy shall be construed to authorize school personnel to either:

- A. Authorize absences from school for a student with a chronic health problem without the prior consent of the student's parent or guardian.
- B. Recommend, prescribe or provide medication to a student with a chronic health problem without the prior consent of the student's parent or guardian.

The Superintendent shall develop regulations for meeting the requirements of this policy.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[15-346](#)

[15-761](#)

[15-843](#)

[15-902](#)

[32-801](#) et seq.

[32-900](#) et seq.

[32-1401](#) *et seq.*

[32-1501](#) *et seq.*

[32-1601](#) *et seq.*

[32-1800](#) *et seq.*

[32-2501](#) *et seq.*

CROSS REF.:

[IHBF](#) - Homebound Instruction

Compare Policy Advisory "JHD-EA ©" to Policy in Manual



first

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

last



JHD-EA ©

EXHIBIT

EXCLUSIONS AND EXEMPTIONS

FROM SCHOOL ATTENDANCE

Dear _____:

This letter is to inform you that the School District makes special arrangements for homework assignments for certain students who have "chronic (recurring) health conditions." As a result of frequent absences from school because of illness or an accident, _____ may be eligible to receive modified instructional services provided for "students with chronic health conditions."

A form is enclosed asking your family's ~~certified~~ licensed health professional or nurse practitioner to state how this health condition is affecting school attendance. If your ~~certified~~ licensed health professional or nurse practitioner believes the condition to be "chronic" and anticipates frequent absences for the school year (but fewer than sixty [60] school days, as for homebound services), please ask the ~~certified~~ licensed health professional or nurse practitioner to fill out the medical certification form and return it to the school.

If _____ is eligible as a "student with a chronic health condition," the school will make sure that you receive homework and contact with a teacher during necessary absences. The teacher will work out an agreement for homework assignments with you to assure receipt of credit for completed homework.

If you have any questions, please contact me at _____.

Sincerely,



Compare current to previous Policy Advisories for "JHD-EB ©"

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



JHD-EB ©

EXHIBIT

EXCLUSIONS AND EXEMPTIONS FROM SCHOOL ATTENDANCE

CERTIFICATION OF STUDENTS WITH CHRONIC HEALTH CONDITIONS

(Obtained from a ~~certified~~-licensed health professional or nurse practitioner)

Acknowledgment of Disclosure of HIPAA protected information: The student, through their parent/guardian, is hereby requesting the below information for the benefit of the student's education. Disclosure is permitted by 45 C.F.R. §164.502(a).

Type or print Parent/Guardian Name

Date

Signature of Parent/Guardian

Student's name

Parent's name

Address

District

School

Grade level

Date of birth

Phone number

Date of initial consultation

~~Certified~~-Licensed health professional or nurse practitioner diagnosis:

~~Certified~~-Licensed health professional or nurse practitioner prognosis:

Physical limitations affecting physical education activities:

Anticipated absences due solely to illness, disease, pregnancy complications, an accident or severe health problems of an infant child of a student (include anticipated surgeries, treatments, or hospitalizations that may interfere with school attendance during the _____ year):

Example 1: _____'s physical condition may result in frequent absences in the school year that may exceed ten (10) consecutive school days per semester, but I do not anticipate that _____ will be absent enough days to require homebound services.

Example 2: _____ will require three (3) hospitalizations of approximately four (4) days duration each and three to five (3 - 5) treatments of one (1) day each during the school year.

Other relevant information:

Type or print ~~Certified~~ licensed health professional or nurse practitioner name and licensed title

Date

~~Certified~~ Licensed health professional or nurse practitioner signature and title

Compare Policy Advisory "JHD-R ©" to Policy in Manual



first

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

last



JHD-R ©

REGULATION

EXCLUSIONS AND EXEMPTIONS

FROM SCHOOL ATTENDANCE

(Chronic Health Conditions)

Identification/Referral Process

Staff members shall be informed of procedures to follow in serving "students with chronic health conditions." Teachers will review registration data and make note of any students who were previously served as students with chronic health conditions.

Registration forms, enrollment data, and attendance registers will identify certified students with chronic health conditions who are eligible for modified instructional services.

The screening procedures used to screen kindergarten students and new enrollees for possible referral to special education or compensatory programs will provide an indication of whether students with high absenteeism have health conditions that may be considered chronic if they are due solely to illness, disease, pregnancy complications, an accident or severe health problems of an infant child of a student. Students can be identified or referred at any time during the school year.

The person responsible for collection of attendance data shall be informed of these available services and should be given direction for noting whether a student's frequent absences are due to illness, disease, pregnancy complications, an accident or severe health problems of an infant child of a student. Registration, enrollment, and attendance procedures shall indicate eligible students with chronic health conditions for documenting average daily membership (ADM) adjustments with the Arizona Department of Education, School Finance Section.

When a student is identified as possibly requiring services as a student with a chronic health condition (via registration, screening procedures, attendance data, or parent referral), a chronic health condition certification form with a letter of explanation shall be sent to the parents, to be returned within thirty (30) days. The teacher and parent shall meet within fifteen (15) days following return of the chronic health condition certification.

Upon referral of a student for chronic health condition certification, the school ~~health professional~~nurse, if applicable, shall be consulted to include any chronic health condition data in the nurse's records (i.e., the annual report that identifies types of chronic illnesses monitored). ~~This school health professional~~The nurse may provide information to assist teachers in dealing with chronic health conditions.

Eligibility Criteria

The parents shall submit a written chronic health condition certification to the District, which will include:

- ~~Certified~~ A. Licensed health professional or nurse practitioner diagnosis.
- ~~Certified~~ B. Licensed health professional or nurse practitioner prognosis.
- ~~Physical~~ C. Physical limitations affecting physical education activities and requirements.
- ~~Anticipated~~ D. Anticipated surgeries, treatment, or hospitalizations that, although not expected to cause sufficient ~~absences to~~ absences to require homebound services, may interfere with regular school attendance.
- ~~Certified~~ E. Licensed health professional or nurse practitioner signature and date signed.

The appropriate instructional services needed are to be recommended by the teacher after consultation with the parent according to the following considerations:

- ~~The~~ A. The nature of the health condition relevant to the student's anticipated activity level during absences (~~based on~~ based on review of the chronic health condition certification).
- ~~The~~ B. The student's academic capacity.
- ~~The~~ C. The teacher's recommendations for service delivery based on course-work difficulty and the student's ~~ability to~~ ability to learn independently.
- ~~The~~ D. The amount of face-to-face instruction time required by the student for optimum continuous learning ~~outside the~~ outside the regular classroom.
- ~~The~~ E. The most appropriate service delivery in order to maintain integration in the regular education program as much as ~~much as~~ possible (i.e., regular physical education activities).

After the teacher and the parent have discussed the student's needs, an instructional agreement will be recommended by the parent and the teacher specifying the delivery and return of homework assignments and anticipated contact time with the teacher to assist the student in completing required course work during absences. This agreement, together with the teacher's recommendation for appropriate instructional services, will be forwarded to the administration for review and modification, if necessary, prior to signature by the parent, teacher, and Superintendent.

If the absences of a student who is classified and has served as a student with a chronic health condition amount to three (3) school months (or sixty [60] school days), another chronic health condition certification shall be obtained and reviewed by the teacher and the parent. They shall discuss the appropriate service delivery necessary for continuous learning. If homebound services are appropriate, the policies for referral shall be followed, which may entail:

- ~~Obtaining~~ A. Obtaining parental consent to evaluate.
- ~~Obtaining~~ B. Obtaining chronic health condition certification.

On a yearly basis, the District shall review instructional needs of any student with a chronic health condition. An updated chronic health condition certification shall be obtained for each

school year to verify the need for continuing instructional modifications and ADM adjustments, if applicable. However, the student may be recertified at any time to reevaluate appropriate services needed.

Miscellaneous Provisions

Homework assignments will be provided during absences of students with chronic health conditions, and credit will be given for course work completed within established ~~time~~ lines timelines.

Students with chronic health conditions will be given credit for completed course work if frequent absenteeism is due to chronic health conditions as certified by a ~~Certified~~ licensed health professional or nurse practitioner.

Physical education course-work requirements shall include the option for students with chronic health conditions to participate in regular program activities as much as their health permits. Such students shall be provided integrated educational programming as much as possible. Modification to requirements may be made with Board approval.

The counselors who schedule students with chronic health conditions will take into consideration the anticipated days of absence (noted on the medical certification form) and the feasibility of completing courses requiring laboratory work or vocational workshops.

 first

**Compare Policy Advisory "JII © STUDENT CONCERNS,
COMPLAINTS, AND GRIEVANCES" to Policy in Manual**

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

last 

JII © STUDENT CONCERNS, COMPLAINTS, AND GRIEVANCES

The Superintendent is directed to establish procedures whereby students with sufficient concern may present a complaint or grievance regarding a violation of their constitutional rights, equal access to programs, discrimination, or personal safety provided that:

- ~~The A.~~ **The** topic is not the subject of disciplinary or other proceedings under other policies and regulations of ~~the District~~ **the District**, and
- ~~The B.~~ **The** procedure shall not apply to any matter for which the method of review is prescribed by law, or ~~the Governing~~ **the Governing** Board is without authority to act.

A complaint or grievance may be raised regarding ~~one (1) or more~~ **any** of the following:

- ~~Violation A.~~ **Violation** of the student's constitutional rights.
- ~~Denial B.~~ **Denial** of an equal opportunity to participate in any program or activity for which the student qualifies ~~not related~~, **not related** to the student's individual capabilities.
- ~~Discriminatory C.~~ **Discriminatory** treatment on the basis of race, color, religion, sex, age, national origin, or disability. ● ~~Concern for~~

In cases of alleged sex discrimination, this grievance procedure should provide supportive measures to complainants and respondents affected by the alleged sex discrimination conduct, must require adequate notice, must provide an equal opportunity to present and access evidence, and provide a reasonable opportunity for response by each party.

D. Concern for the student's personal safety.

Refer to Board Policy JICK for procedures applying to a complaint or grievance that alleges incidences of student violence, harassment, intimidation, or bullying.

The ~~accusation~~ **complaint or grievance** must be made within thirty (30) calendar days of the time the student knew or should have known that there were grounds for the complaint or grievance. The initial complaint or grievance should be made using form JII-EA; however, a verbal complaint or grievance may be made to any school staff member. The receiving staff member shall immediately inform an administrator of the complaint or grievance.

When the initial complaint or grievance is submitted in a manner other than on the prescribed form, the administrator shall obtain from the student the particulars of the accusation and complete form JII-EA immediately thereafter. The administrator shall especially note all student-provided particulars determined by the Superintendent to be necessary for the

complaint or grievance to be investigated. Any question concerning whether a complaint or grievance falls within this policy shall be determined by the Superintendent.

If the receiving school administrator is included in the allegation, the complaint or grievance shall be transmitted to the next higher administrative supervisor. Failure by the staff member to timely inform a school administrator or next higher administrative supervisor of a student's allegation may subject the staff member to disciplinary action. The staff member shall preserve the confidentiality of the subject, disclosing it only to the appropriate school administrator or next higher administrative supervisor or as otherwise required by law.

A student or student's parent or guardian may initiate the complaint process by completing Exhibit JII-EA.

A complaint or grievance may be withdrawn at any time. Once withdrawn, the process cannot be reopened if the resubmission is longer than thirty (30) calendar days from the date of the occurrence of the alleged incident.

Retaliatory or intimidating acts against any student who has made a complaint under this policy and its corresponding regulations, or against a student who has testified, assisted or participated in any manner in an investigation relating to a complaint or grievance, are specifically prohibited and constitute grounds for a separate complaint.

To assure that students and staff are aware of its content and intent, a notice of this policy and procedure shall be posted conspicuously in each school building and shall be made a part of the rights and responsibilities section of the student handbook. Forms for submitting complaints are to be available to students, staff and parents or guardians in the school offices.

Disposition of all complaints or grievances shall be reported to the Superintendent and the compliance officer for discrimination if other than the Superintendent. The Superintendent will determine if the policies of the District have been appropriately implemented and will make such reports and/or referrals to the Board as may be necessary.

The Superintendent shall develop procedures for the maintenance and confidentiality of documentation related to the receipt of a student's complaint or grievance, findings of the investigation, and disposition of the matter. The documentation shall not be used to impose disciplinary action unless the appropriate school official has investigated and determined there was an actual occurrence of the alleged incident.

Knowingly submitting a false report under this policy shall subject the student to discipline up to and including suspension or expulsion. Where disciplinary action is necessary pursuant to any part of this policy, relevant District policies shall be followed.

When District officials have a reasonable belief or an investigation reveals that a reported incident may constitute an unlawful act, law enforcement authorities will be informed.

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

LEGAL REF.:

A.R.S.

[15-341](#)

[20 U.S.C. 1681, Education Amendments of 1972, Title IX,](#)

[as amended in 2024, Title IX](#)

CROSS REF.:

[AC](#) - Nondiscrimination/Equal Opportunity

[ACA](#) - Sexual Harassment

[GBEB](#) - Staff Conduct

[JB](#) - Equal Educational Opportunities

[JIC](#) - Student Conduct

[JICFA](#) - Hazing

[JICK](#) - Student ~~Violence~~Bullying/Harassment/Intimidation/~~Bullying~~

[JK](#) - Student Discipline

[JKD](#) - Student Suspension

[JKE](#) - Expulsion of Students

[KE](#) - Public Concerns and Complaints

Compare current to previous Policy Advisories for "JLCD-R ©"



first

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

last



JLCD-R ©

REGULATION

MEDICINES / ADMINISTERING MEDICINES TO STUDENTS

(Medication Procedures)

Prescription Drugs

For occasions when it is necessary for a student to receive a prescription drug during the school day, the following procedure has been established to ensure the protection of the school and the student and to assure compliance with existing rules and regulations:

Administration by school personnel:

- A. The medication must be prescribed by a physician.
- B. The parent or guardian must provide written permission to administer the medicine to the student. Appropriate forms are available from the school office.
- C. The medication must come to the school office in the prescription container as put up by the pharmacist. Written directions from the physician or pharmacist must state the name of the patient, the name of the medicine, the dosage, and the time it is to be given.
- D. An administrator may designate a school employee to administer the medication.
- E. Any medication administration services specified in the child's diabetes medical management plan shall be provided.
- F. Two (2) or more school employees, subject to final approval by the student's parent or guardian, may volunteer to serve as diabetes care assistants. Voluntary diabetes care assistants are allowed to administer insulin, assist the student with self-administration of insulin, administer glucagon in an emergency situation to a student or perform any combination of these actions if all of the following conditions exist:
 1. A school nurse or another health professional who is licensed pursuant to statute or a nurse practitioner who is licensed pursuant to statute is not immediately available to attend to the student at the time of the emergency.
 2. If the voluntary diabetes care assistant is authorized to administer glucagon, either a) the parent or guardian must provide to the school an unexpired glucagon kit prescribed for the student by an appropriately licensed health care professional or nurse practitioner; b) the School District has obtained glucagon pursuant to a standing order.

3. The voluntary diabetes care assistant has provided to the school a written statement signed by an appropriately licensed health professional that the voluntary diabetes care assistant has received proper training in administering glucagon, including the training specified in A.R.S. [15-344.01](#).

4. If the voluntary diabetes care assistant is authorized to administer insulin, the parent or guardian of the student has provided insulin and all equipment and supplies that are necessary for insulin administration by voluntary diabetes care assistants.

5. The training provided by an appropriately licensed health professional includes all of the following:

- a. An overview of all types of diabetes.
- b. The symptoms and treatment of hyperglycemia and hypoglycemia.
- c. Techniques for determining the proper dose of insulin in a specific situation based on instructions provided in the orders submitted by the student's physician.
- d. Techniques for recognizing the symptoms that require the administration of glucagon.
- e. Techniques on administering glucagon.

6. A District employee shall not be subject to any penalty or disciplinary action for refusing to serve as a voluntary diabetes care assistant.

7. A school district may annually request a standing order for glucagon from an appropriately licensed health professional. If a standing order is obtained, a school may stock one (1) or more doses of glucagon for emergency administration to a student by an appropriately licensed medical professional or a voluntary diabetes care assistant. A school district may accept monetary donations, grants, or third-party programs to obtain glucagon.

8. Each employee or contractor of a school district that implements all or part of a Diabetes Medical Management Plan shall provide a written statement signed by an appropriately licensed health professional that the employee or contractor has received proper training in administering glucagon. This training must be renewed at regular intervals, as prescribed by the School District Governing Board.

9. The District, employees of the District, and properly licensed health professionals, volunteer health professionals, physician assistants, and nurse practitioners are immune from civil liability for the consequences of the good faith adoption and implementation of policies and procedures pursuant to District policy and this regulation, including the training of voluntary diabetes care assistants.

G. Each administration of prescription drugs must be documented, making a record of the student having received the medication.

H. Drugs must be kept in their original containers in a locked medicine cabinet.

Self-administration:

- A. When the physician feels it is necessary for the student to carry and self-administer the medication, the physician shall provide written recommendations, to be attached to the signed parent permission form except in the case of medication for diagnosed anaphylaxis and breathing disorders requiring handheld inhaler devices. In these cases, the student's name on the prescription label is sufficient for the physician's recommendation.
- B. The student's diabetes medical management plan provided by the parent or guardian shall be signed by the appropriately licensed health professional or nurse practitioner and shall state that the student is capable of self-monitoring blood glucose and shall list the medications, monitoring equipment, and nutritional needs that are medically appropriate for the student to self-administer and that have been prescribed or authorized for that student. The student must be able to practice proper safety precautions for the handling and disposing of the equipment and medications that the student is authorized to use under these provisions. The student's diabetes medical management plan shall specify a method to dispose of equipment and medications in a manner agreed on by the parent or guardian and the school.
- C. The parent or guardian must provide written permission for the student to self-administer and carry the medication. Appropriate forms are available from the school office.
- D. The medication must come in the prescription container as put up by the pharmacist.

Over-the-Counter Medication

When it is necessary for a student to receive a medicine that does not require a prescription order but is sold, offered, promoted, and advertised to the general public, the following procedure has been established to ensure the protection of the school and the student:

Administration by school personnel:

- A. Written permission must be provided by the parent or guardian for the administration of specific over-the-counter drugs.
- B. Any over-the-counter drug or medicine sent by the parent to be administered to a student must come to the school office in the original manufacturer's packaging with all directions, dosages, compound contents, and proportions clearly marked.
- C. An administrator may designate a school employee to administer a specific over-the-counter drug.
- D. Each instance of administration of an over-the-counter drug must be documented in the daily log.
- E. Over-the-counter drugs must be kept in their original containers in a locked medicine cabinet.

Self-administration:

- A. Written permission must be provided by the parent or guardian for the administration of specific over-the-counter drugs by the student.
- B. Over-the-counter drugs or medicine sent by the parent to be administered by the student must be kept by the student in the original manufacturer's packaging, with all directions, dosages, compound contents, and proportions clearly marked.

C. *Necessity* for self-administration of an over-the-counter drug or medicine shall be determined by the student's physician and must be verified by a signed physician's statement attached to the parent or guardian permission form, indicating the specific drug or medicine.

Protection of Students

Use or administration of medication on school premises may be disallowed or strictly limited if it is determined by the Superintendent, in consultation with medical personnel, that a threat of abuse or misuse of the medicine may pose a risk of harm to a member of the student population.

The student shall take extraordinary precautions to keep secure any medication or drug, and under no circumstances shall make available, provide, or give the item to another person. The student shall immediately report the loss or theft of any medication brought onto school campus. Violation of this regulation may subject the student to disciplinary action.

Inhalers

Administration by school personnel:

School personnel administering inhalers will do the following:

- A. Determine if symptoms indicate possible respiratory distress or emergency and determine if the use of an inhaler will properly address the respiratory distress or emergency.
- B. Administer the correct dose of inhaler medication, as directed by the prescription protocol, regardless of whether the individual who is believed to be experiencing respiratory distress has a prescription for an inhaler and spacer or holding chamber or has been previously diagnosed with a condition requiring an inhaler.
- C. Restrict physical activity, encourage slow breaths, and allow the individual to rest.
- D. Assure that trained personnel stay with the subject who has been administered inhaler medication until it is determined whether the medication alleviates symptoms.
- E. If applicable, instruct office staff to notify the school nurse if the inhaler is administered by a trained but non-licensed person.
- F. Instruct school staff to notify the parent or guardian.
- G. Call 911 if severe respiratory distress continues. Advise that inhaler medication was administered and stay with the person until emergency medical responders arrive.
- H. If the individual shows improvement, keep the individual under supervision until breathing returns to normal, with no more chest tightness or shortness of breath, and the individual can walk and talk easily.
- I. Allow a student to return to class if breathing has returned to normal and all symptoms have resolved.
- J. Notify a parent or guardian once the inhaler has been administered and the student has returned to class.

K. Document the incident detailing who administered the inhaler, the approximate time of the incident, notifications made to the school administration, emergency responders, and parents/guardians.

L. Retain the incident data on file at the school pursuant to the general records retention schedule regarding health records for school districts and charter schools established by the Arizona State Library, Archives and Public Records.

M. Order replacement inhalers, spacers and holding chambers as needed.

Seizure Management Plans

The School District will verify and accept student seizure management plans as follows:

A. Before or at the beginning of the school year, at enrollment, or as soon as practicable following diagnosis of the student's seizure disorder.

B. The school will annually request up-to-date management plans from parents or guardians.

The District will not accept seizure management plans unless the plan includes the following:

A. An outline of procedures recommended by the physician or registered nurse practitioner responsible for the student's seizure treatment plan.

B. An outline of other health care services available at school that the student may receive to help manage the student's seizure disorder at school.

C. A signature by the student's parent or guardian *AND* the physician or registered nurse practitioner responsible for the student's seizure treatment.

Seizure management plans must be provided to the school health office.

Individuals that Must be Trained

The following individuals must receive statutorily required training approved by the State Board of Education and available here: <https://azsbe.az.gov/resources/seizure-training>.

Nurses, under contract or employed by the school:

If they receive a seizure management and treatment plan, they must complete an online course of instruction for school nurses regarding managing students with seizure disorders.

Nurses and at least one (1) other school employee:

Training to administer or assist with the self-administration of both 1) as seizure rescue medication or a medication prescribed to treat seizure disorder symptoms; and 2), a manual dose of prescribed electrical stimulation using a vagus nerve stimulator magnet.

Principals, guidance counselors, teachers, bus drivers or classroom aides whose duties include regular contact with students who have submitted a seizure management and treatment plan:

An online course of instruction for school personnel regarding awareness of students with seizure disorders.

OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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

Agenda Item Number – VIII-D

Agenda Item

Approval of the English Language Development Teacher job description.

For Board: Action Discussion Information

Background –

Administration has developed the job description for the new English Language Development Teacher job description.

Legal

Financial

This position is grant funded.

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 job description for the English Language Development teacher position.

Moved _____ Seconded _____ P/F

English Language Development (ELD) Teacher

Department:	Teaching and Learning	Date Created:	July 30 th , 2024
Salary Grade:		Date(s) Modified:	
FLSA Status:			

Position Summary

The English Language Development (ELD) teacher provides instruction to meet the academic needs of English Language Learners (ELLs) and improve language acquisition in listening, speaking, reading, and writing, reporting directly to the site principal.

Job Responsibilities

Responsible for planning, developing, delivering individualized educational services, learning programs and instruction for language acquisition in collaboration with other school personnel.

This list is meant to be representative, not exhaustive. Some individuals may not perform all the duties listed. In other cases, related duties may also be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions of the position.

- Provides individual and small group instruction to English Language Learners.
- Writes English Language Development (ELD) lesson plans.
- Prepares activities and materials tailored to the needs of English Language Learners.
- Utilizes assessment data to inform instruction and provide targeted interventions.
- Assists with monitoring the academic progress of English Language Learners.
- Administers various assessments for progress and placement.
- Collaborates with other school staff to evaluate goals, progress, and assessment results.
- Collaborates with classroom teachers to modify and adapt lessons to meet the linguistic and academic needs of English Language Learners.
- Facilitates communication between English Language Learners, their families, and school staff.
- Participates in IEP meetings and/or parent-teacher conferences and meetings as requested, providing insights on the progress and needs of English Language Learners.
- Engages in professional development and in-service training as requested.
- Performs additional related duties as assigned.

Knowledge of –

- A variety of instructional techniques and media to meet the needs and capabilities of students
- Modifications to regular classroom curricula as needed
- Assessing students through formal and informal assessments
- Managing student behavior using positive reinforcement
- Effective supervision of instructional assistants
- Technology such as Google, data systems, Smart TVs

Skill in –

- Organization
- Problem solving
- Facilitating meetings
- Communication, written and oral

Education and Experience:

- Bachelor's Degree
- Master's Degree preferred
- Experience Preferred

OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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

Agenda Item Number – VIII-E

Agenda Item

Bond Update

For Board: Action Discussion Information

Background –

Attached is the monthly bond update from H2 Group, Capital Project Management.

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

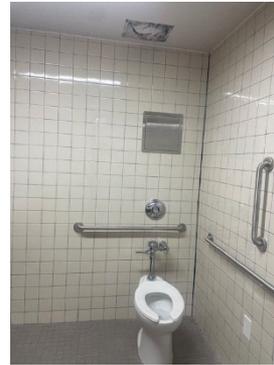
OSBORN SCHOOL DISTRICT #8



2023 BOND PROGRAM UPDATE
AUGUST 20, 2024 GOVERNING BOARD MEETING

Summer 2024 Projects

Solano ES Preschool Restroom Addition



Solano ES Site Circulation Improvements



Other Completed and Ongoing Work



- Painting at Solano ES (District direct)
- Architect evaluation, Governing Board approval, and kick-off meeting
- Playground and shade structure procurement
- Districtwide roofing and weatherization procurement
- ADOA-School Facilities Division submittals
- Overall planning and tracking systems

Summer/Fall 2024 - Upcoming Work

- Montecito – commence design phase
- Coordination and conceptual planning with Child Nutrition Department



Thank You



OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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Agenda Item Number – IX

Agenda Item

Board Development

For Board: Action Discussion Information

Background –

- A. ASBA Maricopa County Meeting ay Glendale ESD September 23, 2024
- B. [ASBA Law Conference](#) September 4-6, 2024
- C. [ASBA Delegate Assembly](#) September 7, 2024
- D. Strategic Planning for School Leaders (book study put on hold temporarily while we review the current Strategic Plan and account for 24-25 school year needs assessment collection of data)
 - a. Review of Mission, Vision, and Core Values (and how we utilized those today)
 - b. Recommendation of alignment of Board Pages to Strategic Plan
 - c. First steps for 24-25 school year based on Chapters 1 and 2 reading

Legal

Financial

Governing Board Goals

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

Recommendation

Moved _____ Seconded _____ P/F

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

**The Osborn Community advances the full potential of every child
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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 Board goals.

Legal

Financial

Governing Board Goals

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

Recommendation

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

August 20, 2024

Board Meeting

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

Agenda Item Number – XI

Agenda Item

Future Agenda Items

For Board: Action Discussion Information

Mrs. Ford

- Requested that district events be listed in the Board Reports providing another way for members to stay informed **(we will request this action for the September-May Board reports)**

Mrs. Ramos

- Data that measures progress of students who attended ELEVATE classes **(to come in future report from Curriculum)**

Agenda Item Number –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.

Agenda Item Number –XIII

Adjournment

Moved _____ Seconded _____ P/F