

**OSBORN SCHOOL DISTRICT NO. 8**  
**GOVERNING BOARD MEETING**  
**July 9, 2024**

**Public Hearing – 5:30 P.M.**

A public hearing will be held for the purpose of discussion of the 2023-2024 Budget and Approval to Spend Insurance Proceeds.

**Public Hearing immediately following the Public Hearing to discuss the Budget**

A public hearing will be held for the purpose of discussion of Instructional Time Models in accordance with HB 2862

**Regular Meeting – Immediately Following the Public Hearings**

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

**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:

*Members of the public may attend by calling the following number (US) +1 337-350-3288 PIN: 393 918 758# or viewing in a Google Meets <https://meet.google.com/ejp-swnj-pqc?authuser=0> if you have an Osborn Google account.*

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

**AGENDA**

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- I. **Call to Order**
  - II. **Pledge of Allegiance/Land Acknowledgement**
  - III. **District Celebrations and Announcements**
  - IV. **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

**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-**

None this month

**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. Adoption of the 2023/24 Expenditure Budget and Approval to Spend Insurance Proceeds

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

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

D. 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

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

F. Recommendation of RFQ 2024.03 Architectural Services- Bond Package #1

**IX. Board Development**

A. ASBA Law Conference September 4-6, 2024

B. [NSBA CUBE](#) Annual Conference October 28-30, 2024 (early bird rates thru July 19)

C. Strategic Planning for School Leaders chapters 1-5

**X. Reflections/Feedback on Meeting**

**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**

**July 9, 2024**

**Board Meeting**

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

**Agenda Item Number –**

**Agenda Item**

**Public Hearing - Budget**

For Board:     Action             Discussion             Information

**Background –**

In accordance with A.R.S. §15-905, the District must prepare a proposed budget which is transmitted electronically to ADE for posting to their Web site at least ten (10) days before the budget is formally adopted. The Governing Board then holds a public hearing to present the proposed budget to the residents of the District. Immediately following the public hearing, the Governing Board calls to order the Governing Board meeting to adopt the budget. Districts must adopt the budget by July 15, 2024. The adopted budget must be filed with the County School Superintendent and the Superintendent of Public Instruction no later than July 18, 2024.

The 2024/25 budget was proposed at the June 11, 2024 Governing Board meeting and was published on the Arizona Department of Education’s web site on June 27, 2024, along with the Notice of Public Hearing. The documents were also posted on our web site on June 28, 2024. The Truth in Taxation notice was not required this year.

A.R.S. §15-1103 stipulates that districts may use monies from the Insurance Proceeds Fund only after notice and a public hearing. The district has, historically, combined this hearing and approval with the budget adoption.

**Legal**

A.R.S. §15-905

**Financial**

Adopted budget sets forth the budget capacity of District spending in 2024/25.

**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

July 9, 2024

Board Meeting

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

Agenda Item Number –

**Agenda Item –Public Hearing- Proposed Instruction Time Model for Clarendon, Encanto, OMS, Longview and Solano Schools for the 2024-25 school year**

For Board:  Action  Discussion  Information

**Background** – [HB 2862](#) requires school districts to have two public hearings on alternative models of instruction for online schools.

HB 2682 allows a school, in its adopted instructional time model, to deliver the annual required instructional time or hours to students through any combination of:

- a) **Direct instruction** (presentation of academic content to students by teachers, such as in a lecture or demonstration)
- b) **Project-based learning** (engages students in solving a real-world problem or answering a complex question and demonstrating their knowledge and skills by creating a public product or presentation for a real audience)
- c) **Independent learning time** (when students are working without direct teacher input and includes work on educational programs, independent reading, homework, etc.)
- d) **Mastery-based learning** (a system in which students advance to higher learning levels upon demonstration of concept and skill mastery, regardless of time, place or pace)

HB 2682 also instructs a school to align its attendance policies to reflect the instructional time and hours under its adopted instructional time model.

The district is recommending the governing board adopt instruction time models for Clarendon, Encanto, OMS, Longview, Montecito and Solano Schools for the 24-25 school year. [Attached](#) are the developed attendance procedures for those students who complete their instructional minutes through the instructional time models.

**Legal - HB 2862**

**Financial-**

**Governing Board Goals**

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

**Recommendation**

Information

**OSBORN SCHOOL DISTRICT NO. 8**

**July 9, 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**

**July 9, 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 –**

**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**

**July 9, 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 FY24 Accounts Payable Vouchers from June 1 through June 30, 2024.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**Osborn School District No. 8**  
**Summary of FY24 Accounts Payable Vouchers Processed**  
**6/1/24 through 6/30/24**

Fund Title	Fund #	Total
M & O	1	288,260.45
P301 Base Pay	11	0.00
P301 Performance Payout	12	0.00
Instructional Improvement fund	20	0.00
Title I	100	4,483.51
Title I	101	0.00
Title I Targeted Support & Improvement	115	0.00
Title I Targeted Support & Improvement	116	0.00
Title IIA - Improving Teacher Quality	140	0.00
Title IIA - Improving Teacher Quality	141	0.00
TITLE IV-SAFE & DRUG FREE BASIC	160	8,762.80
Title IV- Safe & Drug free basic	161	0.00
21st Century (Enc, Sol)	162	10,869.88
21st Century (CL, LV, OMS)	163	1,301.03
Title III	190	0.00
Title III	191	0.00
Emergency Immigrant Funding	196	0.00
Title VII - Indian Ed	200	0.00
Idea - Basic	220	10,921.07
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 Children	280	0.00
Education for Homeless Children	281	0.00
ARRA-ED For Homeless	283	0.00
ARP-Homeless I	284	0.00
Medicaid Reimb	290	3,630.84
AZ NURSES WORKFORCE GRANT	310	4,925.01
PRE School Dev GRANT	320	0.00
AZ PRIME GRANT	321	0.00
Pre School Dev - Start - Up	322	0.00
ESSER CARES	326	0.00
Acceleration Academy Grant	327	0.00
ENROLLMENT STABILIZATION GRANT	328	0.00
HQEL	333	65,545.15
ESSER/CARES ROUND II	336	0.00
ACCELERATION ACADEMIES	337	0.00

ESSER ROUND III	346	57,440.00
TIF GRANT - ASU	352	0.00
FED ED INNOVATION RESEARCH GRANT	364	0.00
Scoppes - Counseling Grant	376	0.00
Arts in Education	377	0.00
ARP - HOMELESS II ENTITLEMENT	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 Modernization	465	0.00
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	45.00
TREES FOR SCHOOL GRANT	494	0.00
Sch Pl-Sales/Leas Over 1 YR	500	0.00
School Plant Sales	502	0.00
School Plant 1 Year/Less	505	0.00
Food Service	510	37,232.77
Civic Center	515	0.00
Community School	520	125.98
Community School Montessori	521	188.00
Auxiliary Operations	525	522.39
Extra Curr Tax Fees CR	526	507.50
Gift and Donations	530	15,463.22
Fingerprint	540	80.00
Insurance Proceeds	550	0.00
Textbooks	555	0.00
LITIGATION RECOVERY	565	0.00
Indirect Costs	570	0.00
Unemployment Insurance	575	0.00
Insurance Refund	585	0.00
Unrestrict Capital Outlay	610	72,086.15
Bond Building funds	630	122,235.79
Energy & Water Savings	665	0.00
SFB BUILDING RENEWAL	691	0.00
Student Activities	850	0.00
Employee Insurance Fund	855	184,188.09
		<u>\$888,814.63</u>

**OSBORN SCHOOL DISTRICT NO. 8**

**July 9, 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 2023/24 Payroll Vouchers processed from June 1 through June 30, 2024.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

# Osborn School District No. 8

Summary of Payroll Vouchers 6/1/24 thru 6/30/24

<u>Fund Title</u>	<u>Fund</u>	<u>Total</u>
Maintenance & Operation	001	1,811,700.63
Proposition 301	011	267,713.04
Proposition 301	012	87,821.61
Instructional Improvement Fund	020	9,871.79
Title I Disadvantaged Grant	100	123,283.19
Title IIA	140	43,275.06
Title IV	160	3,699.65
21st CCLC Grant	162	16,455.91
21st CCLC Grant	163	27,649.27
Title III	190	11,558.29
Title VII-Indian Ed	200	10,233.40
IDEA - General Entitlement Grant	220	71,455.37
IDEA-Preschol Grant	222	1,324.74
ARP- IDEA PRESCHOOL	227	482.20
ARP- IDEA BASIC	228	2,411.00
Johnson O'Malley	230	6,822.25
Medicaid Reimbursement Fund	290	13,169.44
AZ Prime Grant	321	59,418.76
HQEL Grant	333	41,550.92
ESSER ROUND III	346	300,186.16
RESULTS BASED FUNDING	457	25,688.86
na	472	2,289.43
OIE RISE GRANT	475	2,199.00
SCHOOL SAFETY GRANT	480	44,407.23
STATE TUTORING	483	2,249.53
Food Service Fund	510	75,121.90
Civic Center	515	5,379.51
Community Schools	520	17,147.05
Community Schools-Montessori	521	20,278.56
Extra Curr Tax Fees	526	7,835.75
Gifts & Donations	530	31,223.02
Indirect Costs Fund	570	25,883.99
		<u>\$ 3,169,786.51</u>

**OSBORN SCHOOL DISTRICT NO. 8**

**July 9, 2024**

**Board Meeting**

**The Osborn Community advances the full potential of every child  
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**Agenda Item Number – IV-C-1-2**

**Agenda Item**

**Approval of Governing Board Minutes**

For Board:  Action       Discussion       Information

**Background –**

Approval is requested for the minutes of the following meetings:

1. Regular meeting of June 11, 2024
2. Special Meeting of June 26, 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

OSBORN SCHOOL DISTRICT NO. 8  
Governing Board Regular Meeting  
June 11, 2024

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The Regular Meeting of the Osborn School District Governing Board was called to order at 5:30 PM by Board President Ed Hermes.

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

**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. May 14, 2024 Regular Meeting
  - 2. May 7, 2024 Work Study
- D. Approval of Personnel Items
  - 1. New Employees
  - 2. Extra Duty Contracts
  - 3. Employment Changes/Additions
  - 4. Resignations
  - 5. Terminations
  - 6. Retirements
  - 7. Leaves of Absence
- E. Donations
- F. Expenditure and Revenue Report
- G. Student Activities Statement of Revenue and Expenditures
- H. Disposal
- I. Approval of Maricopa County Payroll Services
- J. Authorization to Issue Request for Proposals (RFP's), Bids and Request for Qualifications (RFQ's) for 2024/25.
- K. Resolution to Ratify Vouchers
- L. Renewal of BIDs, RFPs, RFQs
- M. Sole Source Revised Listing FY24
- N. Approval of extension of MOU with Native Health 24-25 SY
- O. Approval of Data Sharing Agreement with ASU/Helios Decision Theater

Mrs. Ford motioned for approval with an amendment to item C-2, minutes for the May 7<sup>th</sup> Work Study. The minutes should have reflected Mrs. Ford as present.

Mrs. Greenberg seconded. Motion carried 5-0.

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

Mr. Hermes aye  
Mrs. Ford aye

**Call to the Public**

None.

**Board Presentation**

Dr. Robert said that committee recommended changes to policies were discussed at the Work Study and will be submitted to counsel for review after members have had an opportunity to discuss.

He said there were 10 committee members representing varied employee groups including administrators, exempt, classified, those with years of experience in the district as well as those new to the district.

Below is a summary of the committee recommendations:

GCC- absence without leave will change to absent without prior approval.

GCCG- Sick leave/sick bank Respondents to a survey sent to the all district staff indicated preference to keep the current policy rather than changing to a sick bank. The recommendation from the committee was to not move forward with a change to a sick bank.

GCL- professional working day- although not written into policy there has always been an understanding that the work day begins 30 minutes before the instructional day and 30 minutes after instructional day. Mrs. Greenberg requested start and end times at sites and clarification around hours on early release days. Discussion took place and confirmation received that the number of hours worked at each site was the same.

GCQC-E- liquidated damage- 56% of respondents to the survey indicated a preference to have liquidated damages assessed for broken contracts beginning once contracts are signed as previously assessed. Discussion took place with members stating their preference to keep changes in practice as discussed in January.

GCCA- annual leave- was defined and the recommendation is that leave can be taken for no more than 4 consecutive days. In regards to blackout days Dr. Robert added language regarding requests for leave during blackout days would need to be made at least 2 weeks prior and the superintendent will respond within 2 days. President Hermes noted and members agreed that they would prefer to have these requests handled by the employee's administrative supervisor rather than the Superintendent. Dr. Robert said in conversation with administrators preference was expressed to continue to have Superintendent approval for these requests. Dr. Robert and Mrs. Toscano then shared a recommended change to payout of unused annual leave which would determine employee payout amounts based on a graduated percentage of sub pay according to the years of service the employee has with the district. Due to increased costs to the district this would need to be phased in allowing for time to budget. Members expressed their support adding that it would be a great retention tool.

**Admin Reports**

No comments.

**Action Items**

**Propose 2024/25 Expenditure Budget, Set Public Hearing Date for Adoption of the 24/25 Budget and Approval to Spend Funds from Insurance Proceeds**

Mrs. Toscano provided an overview of the summary sheet explaining that the proposed budget includes anticipated growth from new development within the district. Because M and O override capacity cannot be revised for anticipated growth the revision will need to be done prior to the actual numbers are seen. The revision is just under 2 million dollars.

The item will be brought back for adoption July 9<sup>th</sup> at 5:30 p.m.

Mrs. Ramos moved to approve the 2024/25 proposed expenditure budget as presented and called for a public hearing and board meeting at the District Office on July 9, 2024, at 5:30 P.M., for the purpose of hearing public comment, approving the expenditure of Insurance proceeds, and adopting the 2024/25 expenditure budget. Mr. Peralta seconded. Motion carried 5-0.

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

**Second Reading and approval of Policy DCA Management of Capital Reserves (General Fund Reserves)**

Mrs. Toscano confirmed that counsel had reviewed the policy. Mrs. Toscano said the policy is intended to provide a guideline, strengthens the district's policy and shows the district's stewardship of funds. She said the goal is to build up to 17% in reserves but that it will take time to accomplish that goal. President Hermes expressed concern about holding 17% when looking at the many needs of the district. Mrs. Toscano noted that although adoption of the policy is not required that districts are required to report to the AG's office whether there is an adopted policy.

Mr. Peralta motioned to approve. Mrs. Ford seconded. President Hermes opposed. Motion passed 4-1.

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

**Recommendation to RFP 2024.02 Audit Services**

Mrs. Toscano said that the district issued a Request for Proposals (RFP) in April. The recommendation is to award to CWDL with the option to renew up to 4 years.

Mrs. Greenberg moved to approve. Mrs. Ramos seconded. Motion carried 5-0.

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

Mrs. Ramos aye

**Out-of-State Professional Development Opportunities for Governing Board Members Ed Hermes, Luis Peralta, Leanne Greenberg, Violeta Ramos and Rhiannon Ford for the 2024-2025 school year**

Dr. Robert said the items are for approval of potential conferences allowing the district to take advantage of early bird savings.

Mrs. Greenberg moved to approve. Mrs. Ramos seconded. Motion carried 5-0.

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

**Out-of-State Professional Development Opportunities for Superintendent Dr. Michael Robert for the 2024-2025 school year.**

Mrs. Ford moved to approve. Mr. Peralta seconded. Motion carried 5-0.

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

**Out-of-State Professional Development Opportunities for Chief Operations Officer C. Toscano for the 2024-2025 school year**

Mrs. Ramos moved to approve. Mrs. Greenberg seconded. Motion carried 5-0.

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

**Board Development**

Members will read chapters 1-5 in Strategic Planning for School Leaders to discuss at the next meeting.

**Reflections**

Mrs. Ford wished everyone a good summer and looks forward to filling vacancies.

Mrs. Ramos expressed excitement about new students for next year and thanked Mrs. Toscano for her hard work.

Mrs. Greenberg said she is also excited to see new students and have them enjoy their Osborn experience. She noted that she will not be available to attend the July 9<sup>th</sup> meeting.

Mr. Peralta appreciated the focus and advocating for staff and is hopeful that the district will have new students as a result of the new housing.

President Hermes enjoyed hearing about the district building relationships adding that more affordable housing options are needed in the district. Expressing appreciation for those who have already been heard he said it will be a big month in the legislature.

Dr. Robert said he appreciated the committee and the voices that were present to work on the policies presented during the meeting.

### **Future**

#### **Mrs. Greenberg**

- Would like to discuss Meet and Confer in August

#### **Mr. Peralta**

- Would like to schedule to meet/welcome potential new families

Recess was called at 7:16 PM.

Motion made by Mrs. Ford at 7:26 PM to go into Executive Session. Mrs. Ramos seconded. Motion carried 5-0.

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

Members reconvened into Regular Session at 9:58 PM

### **Adjournment**

President Hermes declared the meeting adjourned at 9:59 PM.

Minutes submitted by:

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Lisa Nye, Executive Assistant  
to the Superintendent and Governing Board

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Luis Peralta, Board Clerk

The Osborn School District's Instructional Time Models Public Hearing began at 6:04 p.m.

All members of the Governing Board were present.

**Present:**

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

**Public Hearing Instructional Time Models**

Dr. Robert shared that the instructional model allows for online learning for students who would be out for a prolonged time. He said the district has also been able to utilize this as an alternate method of learning for long term suspensions.

Mrs. Ford asked about a relationship with Phoenix Union digital classes and agreement by Dr. Robert that it would be good to explore as an option.

There were no public comments.

The Hearing concluded at 6:07 pm.

Minutes submitted by:

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

\_\_\_\_\_  
Luis Peralta, Board Clerk

The Special Meeting of the Osborn School District Governing Board was called to order at 6:08 PM by Board President Ed Hermes.

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

All members attended virtually.

**Action Items**

**Approval and first 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 shared that the policies included in the packet did not include minor changes communicated from counsel after the packet was distributed. These changes will be reflected in the documents included for second review and final approval at the July meeting. Also not included in the documents submitted for approval will be the section in policy GCCA that addresses tiered payments. The district will need time to complete a full financial review due to the financial impact on the district. The tiered system will likely be phased in which will allow for the potential larger allocation of funds needed for end of service pay outs.

Mr. Peralta motioned to approve. Mrs. Greenberg seconded. Motion carried 5-0.

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

**Approval of the Director of Leadership and School Improvement position.**

Dr. Robert said the description was drafted using a description for an NIET Executive Master Teacher and co-written with NIET. The position will be paid through a NIET grant.

Discussion took place about filling the position and adding language to require a master's degree and Admin certificate.

Mrs. Ford moved for approval amending the description to require both a master's degree and administration certificate. Mrs. Ramos seconded. Motion carried 5-0.

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

Mr. Hermes aye  
Mrs. Ford aye

**Approval of the Montessori Teacher of Special Assignment position description**

Dr. Robert explained that this position will also be funded through a NIET grant and will provide a Master Teacher who will be taking on a leadership role on the Montecito campus.

Discussion took place about the rationale of the position at the Montecito campus and the need for further discussion to assure there is equity among campuses.

Mrs. Ramos moved for approval. Mrs. Ford seconded. Motion carried 5-0.

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

**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

Mrs. Toscano provided clarification for Mrs. Greenberg around the tech and custodial break positions.

Mrs. Greenberg motioned for approval. Mr. Peralta seconded. Motion carried 5-0.

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

**Approval of the revised Support Professionals placement schedule for the 2024-2025 school year.**

Dr. Robert shared that the revision adds a section for hires for the Montessori program placement aligned with new teachers.

Mrs. Greenberg motioned for approval. Mrs. Ramos seconded. Motion carried 5-0.

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

**Information Items**

**Qasimyar Tax Settlement Information**

Mrs. Toscano explained that this item relates to reassessing properties incorrectly assessed since 2015. As refunds are processed the district will experience a cash deficit which will be made up through levied funds in 2026. The deficit will not impact classrooms and assured members that when compared to larger districts the impact to Osborn is relatively small.

President Hermes motioned to move into Executive Session. Mrs. Ramos seconded. Motion carried 5-0.

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

Members moved into Executive Session at 7:00 PM

**Adjournment**

President Hermes declared the meeting adjourned at 7:46 PM.

Minutes submitted by:

\_\_\_\_\_  
Lisa Nye, Executive Assistant  
to the Superintendent and Governing Board

\_\_\_\_\_  
Luis Peralta, Board Clerk

**OSBORN SCHOOL DISTRICT NO. 8**

**July 9, 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>
Eccleston, Lavan	PE Teacher	Solano	<u>7/23/2024</u>	<u>\$54,000.00</u>
Jorgenson, Julie	2nd Grade Teacher	Longview	<u>7/23/2024</u>	<u>\$55,000.00</u>
Knudsen, Deborah	Music Teacher	Longview	<u>7/30/2024</u>	<u>\$64,345.00</u>

**NEW EMPLOYEES: CLASSIFIED**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE HIRED</u>	<u>RATE OF PAY</u>
Abdullahi, Halima	Educational Asst- Self Contained	Solano	8/5/2024	\$18.82
Katoko, Johannes	Educational Asst- Self Contained	Solano	8/5/2024	\$20.84
Poisot, Alexia	Educational Assistant- Montessori	Montecito	8/5/2024	\$17.33

**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>
Amado, Nayra	XD- Cafeteria Manager	Child Nutrition	5/31/2024	\$31.81
Montoya, Dorinda	XD- Summer School Data Clerk	Longview	6/3/2024	\$24.51
Rael, Josque	XD- Custodial Breaks	M/T	7/1/2024	\$21.58
Rael, Josque	XD- Rentals	M/T	7/1/2024	\$21.58
Rodriguez, Luis	XD- Custodial Breaks	M/T	7/1/2024	\$16.41

**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>
Perez, Katarina	Master Teacher	3rd Grade Teacher	Solano	7/30/2024	\$60,650.00
Wilhelmy, Danielle	Reading Specialist	3rd Grade Teacher	Encanto	7/30/2024	\$71,126.00

**NEW YEAR CLASSIFIED ASSIGNMENTS**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE</u>	<u>RATE OF PAY</u>
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**NEW YEAR SUBSTITUTES ASSIGNMENTS**

**RESIGNATIONS**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE</u>
Coria de Blanco, Alicia	Food II	CN	5/23/2024

**TERMINATIONS**

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

<u>NAME</u>	<u>REASON</u>	<u>LOCATION</u>	<u>DATE</u>
Parish, Christine	Resource Teacher	Longview	5/24/2024

**LEAVE OF ABSENCES:**

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

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

<u>NAME</u>	<u>PROGRAM</u>	<u>AMOUNT</u>
Wright, Rosa Marina	IGP Performance Pay for 23/24 school year	\$500.00
Carranza, Maria Lupe	IGP Performance Pay for 23/24 school year	\$500.00

OSBORN SCHOOL DISTRICT NO. 8

July 9, 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

**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

July 9, 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: 6/1/2024

To Date: 6/30/2024

Fiscal Year: 2023-2024

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

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
001.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$98,270.23)	(\$11,339,780.90)	\$11,339,780.90	\$0.00	\$11,339,780.90	0.00%
001.000.0000.2000.000.000.0000	Undesignated	\$0.00	\$93.44	\$677.97	(\$677.97)	\$0.00	(\$677.97)	0.00%
001.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	(\$1,011,537.72)	(\$9,349,360.46)	\$9,349,360.46	\$0.00	\$9,349,360.46	0.00%
001.000.0000.6000.000.000.0000	EXPENDITURES	\$22,667,985.48	\$2,114,943.03	\$19,152,181.36	\$3,515,804.12	\$789,805.71	\$2,725,998.41	12.03%
	FUND: MAINTENANCE AND OPERATION - 001	\$22,667,985.48	\$1,005,228.52	(\$1,536,282.03)	\$24,204,267.51	\$789,805.71	\$23,414,461.80	103.29%
010.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$1,825,569.57)	\$1,825,569.57	\$0.00	\$1,825,569.57	0.00%
	FUND: CLASSROOM SITE FUND - 010	\$0.00	\$0.00	(\$1,825,569.57)	\$1,825,569.57	\$0.00	\$1,825,569.57	0.00%
011.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$73,810.54)	\$73,810.54	\$0.00	\$73,810.54	0.00%
011.000.0000.6000.000.000.0000	EXPENDITURES	\$2,408,799.00	\$271,059.04	\$1,722,876.14	\$685,922.86	\$0.00	\$685,922.86	28.48%
	FUND: P301 BASE PAY - 011	\$2,408,799.00	\$271,059.04	\$1,649,065.60	\$759,733.40	\$0.00	\$759,733.40	31.54%
012.000.0000.6000.000.000.0000	EXPENDITURES	\$2,263,684.00	\$89,004.93	\$89,004.93	\$2,174,679.07	\$0.00	\$2,174,679.07	96.07%
	FUND: P301 PERFORMANCE PAY - 012	\$2,263,684.00	\$89,004.93	\$89,004.93	\$2,174,679.07	\$0.00	\$2,174,679.07	96.07%
020.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$2,745.13)	\$2,745.13	\$0.00	\$2,745.13	0.00%
020.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$88,639.36)	\$88,639.36	\$0.00	\$88,639.36	0.00%
020.000.0000.6000.000.000.0000	EXPENDITURES	\$130,000.00	\$9,871.79	\$62,314.95	\$67,685.05	\$0.00	\$67,685.05	52.07%
	FUND: INSTRUCTIONAL IMPROVEMENT FUND - 020	\$130,000.00	\$9,871.79	(\$29,069.54)	\$159,069.54	\$0.00	\$159,069.54	122.36%
100.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$484,402.29)	\$484,402.29	\$0.00	\$484,402.29	0.00%
100.000.0000.6000.000.000.0000	EXPENDITURES	\$1,153,863.70	\$130,421.76	\$790,475.62	\$363,388.08	\$13,667.99	\$349,720.09	30.31%
	FUND: TITLE I - 100	\$1,153,863.70	\$130,421.76	\$306,073.33	\$847,790.37	\$13,667.99	\$834,122.38	72.29%
101.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$641,043.55)	\$641,043.55	\$0.00	\$641,043.55	0.00%
101.000.0000.6000.000.000.0000	EXPENDITURES	\$1,454,410.95	\$0.00	\$108,787.76	\$1,345,623.19	\$0.00	\$1,345,623.19	92.52%
	FUND: TITLE I - 101	\$1,454,410.95	\$0.00	(\$532,255.79)	\$1,986,666.74	\$0.00	\$1,986,666.74	136.60%
110.000.0000.6000.000.000.0000	EXPENDITURES	\$1,707.92	\$0.00	\$0.00	\$1,707.92	\$0.00	\$1,707.92	100.00%
	FUND: TITLE ID - NEGLECTED OR DELINQUENT - 110	\$1,707.92	\$0.00	\$0.00	\$1,707.92	\$0.00	\$1,707.92	100.00%
115.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$2,572.00)	\$2,572.00	\$0.00	\$2,572.00	0.00%
115.000.0000.6000.000.000.0000	EXPENDITURES	\$50,106.66	\$0.00	\$0.00	\$50,106.66	\$0.00	\$50,106.66	100.00%
	FUND: TITLE I TARGETED SUPPORT & IMPROVEMENT - 115	\$50,106.66	\$0.00	(\$2,572.00)	\$52,678.66	\$0.00	\$52,678.66	105.13%
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%
140.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$83,254.56)	\$83,254.56	\$0.00	\$83,254.56	0.00%
140.000.0000.6000.000.000.0000	EXPENDITURES	\$143,776.29	\$41,775.06	\$148,529.74	(\$4,753.45)	\$21,270.53	(\$26,023.98)	-18.10%
	FUND: TITLE IIA - IMPROVING TEACHER QUALITY - 140	\$143,776.29	\$41,775.06	\$65,275.18	\$78,501.11	\$21,270.53	\$57,230.58	39.81%
141.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$140,979.18)	\$140,979.18	\$0.00	\$140,979.18	0.00%
141.000.0000.6000.000.000.0000	EXPENDITURES	\$346,486.37	\$0.00	(\$4,776.51)	\$351,262.88	\$0.00	\$351,262.88	101.38%
	FUND: TITLE IIA - IMPROVING TEACHER QUALITY - 141	\$346,486.37	\$0.00	(\$145,755.69)	\$492,242.06	\$0.00	\$492,242.06	142.07%
160.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$29,768.63)	\$29,768.63	\$0.00	\$29,768.63	0.00%
160.000.0000.6000.000.000.0000	EXPENDITURES	\$95,886.60	\$12,462.45	\$80,486.93	\$15,399.67	\$4,631.33	\$10,768.34	11.23%
	FUND: TITLE IV - SAFE & DRUG FREE BASIC - 160	\$95,886.60	\$12,462.45	\$50,718.30	\$45,168.30	\$4,631.33	\$40,536.97	42.28%
161.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$83,882.15)	\$83,882.15	\$0.00	\$83,882.15	0.00%

# Osborn School District

## Board Exp & Revenue Report

From Date: 6/1/2024

To Date: 6/30/2024

Fiscal Year: 2023-2024

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

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
161.000.0000.6000.000.000.0000	EXPENDITURES	\$184,629.38	\$0.00	\$18,626.83	\$166,002.55	\$0.00	\$166,002.55	89.91%
	FUND: TITLE IV - SAFE & DRUG FREE BASIC - 161	\$184,629.38	\$0.00	(\$65,255.32)	\$249,884.70	\$0.00	\$249,884.70	135.34%
162.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$332,202.14)	\$332,202.14	\$0.00	\$332,202.14	0.00%
162.000.0000.6000.000.000.0000	EXPENDITURES	\$300,000.00	\$27,325.79	\$179,130.01	\$120,869.99	\$7,132.57	\$113,737.42	37.91%
	FUND: 21ST CENTURY (ENC, SOL) - 162	\$300,000.00	\$27,325.79	(\$153,072.13)	\$453,072.13	\$7,132.57	\$445,939.56	148.65%
163.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$328,701.60)	\$328,701.60	\$0.00	\$328,701.60	0.00%
163.000.0000.6000.000.000.0000	EXPENDITURES	\$420,000.00	\$28,950.30	\$219,064.05	\$200,935.95	\$2,731.71	\$198,204.24	47.19%
	FUND: 21ST CENTURY (CL, LV, OMS) - 163	\$420,000.00	\$28,950.30	(\$109,637.55)	\$529,637.55	\$2,731.71	\$526,905.84	125.45%
190.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$18,583.69)	\$18,583.69	\$0.00	\$18,583.69	0.00%
190.000.0000.6000.000.000.0000	EXPENDITURES	\$70,747.77	\$11,558.29	\$63,597.60	\$7,150.17	\$3,904.84	\$3,245.33	4.59%
	FUND: TITLE III - 190	\$70,747.77	\$11,558.29	\$45,013.91	\$25,733.86	\$3,904.84	\$21,829.02	30.85%
191.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$10,529.74)	\$10,529.74	\$0.00	\$10,529.74	0.00%
191.000.0000.6000.000.000.0000	EXPENDITURES	\$111,426.45	\$0.00	\$0.00	\$111,426.45	\$0.00	\$111,426.45	100.00%
	FUND: TITLE III - 191	\$111,426.45	\$0.00	(\$10,529.74)	\$121,956.19	\$0.00	\$121,956.19	109.45%
200.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$27,303.32)	\$27,303.32	\$0.00	\$27,303.32	0.00%
200.000.0000.6000.000.000.0000	EXPENDITURES	\$35,595.00	\$10,233.40	\$54,630.70	(\$19,035.70)	\$0.00	(\$19,035.70)	-53.48%
	FUND: TITLE VII - INDIAN ED - 200	\$35,595.00	\$10,233.40	\$27,327.38	\$8,267.62	\$0.00	\$8,267.62	23.23%
220.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$556,422.65)	\$556,422.65	\$0.00	\$556,422.65	0.00%
220.000.0000.6000.000.000.0000	EXPENDITURES	\$1,130,009.75	\$82,754.11	\$907,231.56	\$222,778.19	\$400.00	\$222,378.19	19.68%
	FUND: IDEA - BASIC - 220	\$1,130,009.75	\$82,754.11	\$350,808.91	\$779,200.84	\$400.00	\$778,800.84	68.92%
221.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$641,786.01)	\$641,786.01	\$0.00	\$641,786.01	0.00%
221.000.0000.6000.000.000.0000	EXPENDITURES	\$1,075,132.01	\$0.00	\$0.00	\$1,075,132.01	\$0.00	\$1,075,132.01	100.00%
	FUND: IDEA BASIC - 221	\$1,075,132.01	\$0.00	(\$641,786.01)	\$1,716,918.02	\$0.00	\$1,716,918.02	159.69%
222.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$19,751.05)	\$19,751.05	\$0.00	\$19,751.05	0.00%
222.000.0000.6000.000.000.0000	EXPENDITURES	\$29,517.50	\$1,324.74	\$27,297.75	\$2,219.75	\$0.00	\$2,219.75	7.52%
	FUND: IDEA - PRESCHOOL GRANT - 222	\$29,517.50	\$1,324.74	\$7,546.70	\$21,970.80	\$0.00	\$21,970.80	74.43%
223.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$9,818.64)	\$9,818.64	\$0.00	\$9,818.64	0.00%
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	(\$9,818.64)	\$39,705.06	\$0.00	\$39,705.06	132.85%
226.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$23,922.39)	\$23,922.39	\$0.00	\$23,922.39	0.00%
	FUND: ESS- High Cost Claims - 226	\$0.00	\$0.00	(\$23,922.39)	\$23,922.39	\$0.00	\$23,922.39	0.00%
227.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$8,745.75)	\$8,745.75	\$0.00	\$8,745.75	0.00%
227.000.0000.6000.000.000.0000	EXPENDITURES	\$11,872.68	\$482.20	\$3,177.66	\$8,695.02	\$0.00	\$8,695.02	73.24%
	FUND: ARP- IDEA PRESCHOOL - 227	\$11,872.68	\$482.20	(\$5,568.09)	\$17,440.77	\$0.00	\$17,440.77	146.90%
228.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$104,896.29)	\$104,896.29	\$0.00	\$104,896.29	0.00%
228.000.0000.6000.000.000.0000	EXPENDITURES	\$110,067.72	\$2,411.00	\$41,865.31	\$68,202.41	\$0.00	\$68,202.41	61.96%
	FUND: ARP- IDEA BASIC - 228	\$110,067.72	\$2,411.00	(\$63,030.98)	\$173,098.70	\$0.00	\$173,098.70	157.27%
230.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$14,483.99)	\$14,483.99	\$0.00	\$14,483.99	0.00%
230.000.0000.6000.000.000.0000	EXPENDITURES	\$30,469.26	\$6,822.25	\$41,561.86	(\$11,092.60)	\$0.00	(\$11,092.60)	-36.41%

# Osborn School District

## Board Exp & Revenue Report

From Date: 6/1/2024

To Date: 6/30/2024

Fiscal Year: 2023-2024

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

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
	FUND: JOHNSON-O'MALLEY - 230	\$30,469.26	\$6,822.25	\$27,077.87	\$3,391.39	\$0.00	\$3,391.39	11.13%
231.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$6,144.78)	\$6,144.78	\$0.00	\$6,144.78	0.00%
231.000.0000.6000.000.000.0000	EXPENDITURES	\$28,238.78	\$0.00	\$0.00	\$28,238.78	\$0.00	\$28,238.78	100.00%
	FUND: JOHNSON-O'MALLEY - 231	\$28,238.78	\$0.00	(\$6,144.78)	\$34,383.56	\$0.00	\$34,383.56	121.76%
280.000.0000.6000.000.000.0000	EXPENDITURES	\$29,828.93	\$0.00	\$0.00	\$29,828.93	\$0.00	\$29,828.93	100.00%
	FUND: EDUCATION FOR HOMELESS CHILDREN - 280	\$29,828.93	\$0.00	\$0.00	\$29,828.93	\$0.00	\$29,828.93	100.00%
281.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$6,328.49)	\$6,328.49	\$0.00	\$6,328.49	0.00%
281.000.0000.6000.000.000.0000	EXPENDITURES	\$31,676.78	\$0.00	\$4,483.49	\$27,193.29	\$0.00	\$27,193.29	85.85%
	FUND: EDUCATION FOR HOMELESS CHILDREN - 281	\$31,676.78	\$0.00	(\$1,845.00)	\$33,521.78	\$0.00	\$33,521.78	105.82%
283.000.0000.6000.000.000.0000	EXPENDITURES	\$60,261.77	\$0.00	\$0.00	\$60,261.77	\$0.00	\$60,261.77	100.00%
	FUND: ARRA - EDUCATION FOR HOMELESS CHILDREN - 283	\$60,261.77	\$0.00	\$0.00	\$60,261.77	\$0.00	\$60,261.77	100.00%
284.000.0000.6000.000.000.0000	EXPENDITURES	\$41,072.80	\$0.00	\$0.00	\$41,072.80	\$0.00	\$41,072.80	100.00%
	FUND: ARP - HOMELESS I - 284	\$41,072.80	\$0.00	\$0.00	\$41,072.80	\$0.00	\$41,072.80	100.00%
290.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	\$236,076.83	(\$236,076.83)	\$0.00	(\$236,076.83)	0.00%
290.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	(\$67,296.87)	(\$335,328.41)	\$335,328.41	\$0.00	\$335,328.41	0.00%
290.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$16,800.28	\$262,562.64	(\$262,562.64)	\$2,825.30	(\$265,387.94)	0.00%
	FUND: MEDICAID REIMB - 290	\$0.00	(\$50,496.59)	\$163,311.06	(\$163,311.06)	\$2,825.30	(\$166,136.36)	0.00%
310.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	(\$11,191.45)	(\$11,191.45)	\$11,191.45	\$0.00	\$11,191.45	0.00%
310.000.0000.6000.000.000.0000	EXPENDITURES	\$16,412.78	\$6,266.44	\$11,191.45	\$5,221.33	\$0.00	\$5,221.33	31.81%
	FUND: AZ NURSES WORKFORCE GRANT - 310	\$16,412.78	(\$4,925.01)	\$0.00	\$16,412.78	\$0.00	\$16,412.78	100.00%
321.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	(\$161,277.92)	(\$161,277.92)	\$161,277.92	\$0.00	\$161,277.92	0.00%
321.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$59,418.76	\$300,109.14	(\$300,109.14)	\$12,103.26	(\$312,212.40)	0.00%
	FUND: AZ PRIME grant - 321	\$0.00	(\$101,859.16)	\$138,831.22	(\$138,831.22)	\$12,103.26	(\$150,934.48)	0.00%
326.000.0000.6000.000.000.0000	EXPENDITURES	\$102,163.82	\$0.00	\$0.00	\$102,163.82	\$0.00	\$102,163.82	100.00%
	FUND: ESSER CARES - 326	\$102,163.82	\$0.00	\$0.00	\$102,163.82	\$0.00	\$102,163.82	100.00%
333.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$738,340.00)	\$738,340.00	\$0.00	\$738,340.00	0.00%
333.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$107,096.07	\$537,594.65	(\$537,594.65)	\$75,334.35	(\$612,929.00)	0.00%
	FUND: HQEL - 333	\$0.00	\$107,096.07	(\$200,745.35)	\$200,745.35	\$75,334.35	\$125,411.00	0.00%
335.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$78,722.57)	\$78,722.57	\$0.00	\$78,722.57	0.00%
	FUND: GOV- Summer Enrich - 335	\$0.00	\$0.00	(\$78,722.57)	\$78,722.57	\$0.00	\$78,722.57	0.00%
336.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$2,890,146.78)	\$2,890,146.78	\$0.00	\$2,890,146.78	0.00%
336.000.0000.6000.000.000.0000	EXPENDITURES	\$4,751,065.08	\$0.00	\$1,206,702.14	\$3,544,362.94	\$0.00	\$3,544,362.94	74.60%
	FUND: ESSER / CARES ROUND II - 336	\$4,751,065.08	\$0.00	(\$1,683,444.64)	\$6,434,509.72	\$0.00	\$6,434,509.72	135.43%
337.000.0000.6000.000.000.0000	EXPENDITURES	\$54,291.14	\$0.00	\$0.00	\$54,291.14	\$0.00	\$54,291.14	100.00%
	FUND: ACCELERATION ACADEMIES GRANT - 337	\$54,291.14	\$0.00	\$0.00	\$54,291.14	\$0.00	\$54,291.14	100.00%
346.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$8,631,363.71)	\$8,631,363.71	\$0.00	\$8,631,363.71	0.00%
346.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$360,128.15	\$2,623,058.16	(\$2,623,058.16)	\$77,458.54	(\$2,700,516.70)	0.00%
	FUND: ESSER ROUND III - 346	\$0.00	\$360,128.15	(\$6,008,305.55)	\$6,008,305.55	\$77,458.54	\$5,930,847.01	0.00%

# Osborn School District

## Board Exp & Revenue Report

From Date: 6/1/2024

To Date: 6/30/2024

Fiscal Year: 2023-2024

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

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
364.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$47,763.75)	\$47,763.75	\$0.00	\$47,763.75	0.00%
364.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$0.00	\$47,878.35	(\$47,878.35)	\$47,763.75	(\$95,642.10)	0.00%
	FUND: FED ED INNOVATION RESEARCH GRANT - 364	\$0.00	\$0.00	\$114.60	(\$114.60)	\$47,763.75	(\$47,878.35)	0.00%
383.000.0000.6000.000.000.0000	EXPENDITURES	\$74,142.66	\$0.00	\$1,416.48	\$72,726.18	\$0.00	\$72,726.18	98.09%
	FUND: ARP - HOMELESS II ENTITLEMENT GRANT (FOR FUND 283) - 383	\$74,142.66	\$0.00	\$1,416.48	\$72,726.18	\$0.00	\$72,726.18	98.09%
384.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$23,619.91)	\$23,619.91	\$0.00	\$23,619.91	0.00%
384.000.0000.6000.000.000.0000	EXPENDITURES	\$41,072.80	\$0.00	\$277.88	\$40,794.92	\$0.00	\$40,794.92	99.32%
	FUND: ARP - HOMELESS I GRANT (FORMELY FUND 284) - 384	\$41,072.80	\$0.00	(\$23,342.03)	\$64,414.83	\$0.00	\$64,414.83	156.83%
387.000.0000.6000.000.000.0000	EXPENDITURES	\$17,244.00	\$0.00	\$0.00	\$17,244.00	\$0.00	\$17,244.00	100.00%
	FUND: Dyslexia Grant - 387	\$17,244.00	\$0.00	\$0.00	\$17,244.00	\$0.00	\$17,244.00	100.00%
450.000.0000.6000.000.000.0000	EXPENDITURES	\$2,064.28	\$0.00	\$0.00	\$2,064.28	\$0.00	\$2,064.28	100.00%
	FUND: GIFTED - 450	\$2,064.28	\$0.00	\$0.00	\$2,064.28	\$0.00	\$2,064.28	100.00%
457.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$9,988.66)	\$9,988.66	\$0.00	\$9,988.66	0.00%
457.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$25,688.86	\$142,349.69	(\$142,349.69)	\$0.00	(\$142,349.69)	0.00%
	FUND: RESULTS BASED FUNDING - 457	\$0.00	\$25,688.86	\$132,361.03	(\$132,361.03)	\$0.00	(\$132,361.03)	0.00%
465.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$37,671.49)	\$37,671.49	\$0.00	\$37,671.49	0.00%
465.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$0.00	\$585,081.62	(\$585,081.62)	\$382,754.45	(\$967,836.07)	0.00%
	FUND: AZ TRANSPORTATION MODERNIZATION GRANT - 465	\$0.00	\$0.00	\$547,410.13	(\$547,410.13)	\$382,754.45	(\$930,164.58)	0.00%
472.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$5,838.24)	\$5,838.24	\$0.00	\$5,838.24	0.00%
472.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$94,497.85)	\$94,497.85	\$0.00	\$94,497.85	0.00%
472.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$2,289.43	\$86,783.82	(\$86,783.82)	\$0.00	(\$86,783.82)	0.00%
	FUND: EARLY LITERACY GRANT - 472	\$0.00	\$2,289.43	(\$13,552.27)	\$13,552.27	\$0.00	\$13,552.27	0.00%
475.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$11,553.54)	\$11,553.54	\$0.00	\$11,553.54	0.00%
475.000.0000.6000.000.000.0000	EXPENDITURES	\$60,313.51	\$2,199.00	\$24,458.96	\$35,854.55	\$494.40	\$35,360.15	58.63%
	FUND: OIE RISE GRANT - 475	\$60,313.51	\$2,199.00	\$12,905.42	\$47,408.09	\$494.40	\$46,913.69	77.78%
478.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$6,940.00)	\$6,940.00	\$0.00	\$6,940.00	0.00%
478.000.0000.6000.000.000.0000	EXPENDITURES	\$7,180.00	\$0.00	\$6,940.00	\$240.00	\$0.00	\$240.00	3.34%
	FUND: FEMININE HYGIENE GRANT - 478	\$7,180.00	\$0.00	\$0.00	\$7,180.00	\$0.00	\$7,180.00	100.00%
480.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$127,264.82)	\$127,264.82	\$0.00	\$127,264.82	0.00%
480.000.0000.6000.000.000.0000	EXPENDITURES	\$476,565.00	\$44,407.23	\$382,442.71	\$94,122.29	\$0.00	\$94,122.29	19.75%
	FUND: SAFE SCHOOLS - 480	\$476,565.00	\$44,407.23	\$255,177.89	\$221,387.11	\$0.00	\$221,387.11	46.45%
483.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$2,249.53	\$19,114.58	(\$19,114.58)	\$0.00	(\$19,114.58)	0.00%
	FUND: STATE TUTORING - 483	\$0.00	\$2,249.53	\$19,114.58	(\$19,114.58)	\$0.00	(\$19,114.58)	0.00%
487.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	(\$103,280.80)	(\$103,280.80)	\$103,280.80	\$0.00	\$103,280.80	0.00%
	FUND: ESEN- - 487	\$0.00	(\$103,280.80)	(\$103,280.80)	\$103,280.80	\$0.00	\$103,280.80	0.00%
492.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$45.00	\$47,262.45	(\$47,262.45)	\$0.00	(\$47,262.45)	0.00%
	FUND: ARTS ED GRANT - 492	\$0.00	\$45.00	\$47,262.45	(\$47,262.45)	\$0.00	(\$47,262.45)	0.00%

# Osborn School District

## Board Exp & Revenue Report

From Date: 6/1/2024

To Date: 6/30/2024

Fiscal Year: 2023-2024

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

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
494.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$7,111.94)	\$7,111.94	\$0.00	\$7,111.94	0.00%
494.000.0000.6000.000.000.0000	EXPENDITURES	\$9,200.00	\$0.00	\$7,111.94	\$2,088.06	\$0.00	\$2,088.06	22.70%
	FUND: TREES FOR SCHOOL GRANT - 494	\$9,200.00	\$0.00	\$0.00	\$9,200.00	\$0.00	\$9,200.00	100.00%
500.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$1,319.50)	(\$57,810.66)	\$57,810.66	\$0.00	\$57,810.66	0.00%
500.000.0000.5000.000.000.0000	REVENUE FROM OTHER SOURCES	\$0.00	(\$21.44)	(\$533.34)	\$533.34	\$0.00	\$533.34	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	(\$1,340.94)	(\$58,344.00)	\$553,344.00	\$0.00	\$553,344.00	111.79%
502.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$1,833.89)	\$1,833.89	\$0.00	\$1,833.89	0.00%
502.000.0000.6000.000.000.0000	EXPENDITURES	\$80,000.00	\$0.00	\$0.00	\$80,000.00	\$0.00	\$80,000.00	100.00%
	FUND: SCHOOL PLANT SALES - 502	\$80,000.00	\$0.00	(\$1,833.89)	\$81,833.89	\$0.00	\$81,833.89	102.29%
510.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$61,139.88)	\$61,139.88	\$0.00	\$61,139.88	0.00%
510.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	(\$182,167.88)	(\$1,969,792.14)	\$1,969,792.14	\$0.00	\$1,969,792.14	0.00%
510.000.0000.6000.000.000.0000	EXPENDITURES	\$2,750,000.00	\$113,885.48	\$1,983,151.91	\$766,848.09	\$111,941.11	\$654,906.98	23.81%
	FUND: FOOD SERVICE - 510	\$2,750,000.00	(\$68,282.40)	(\$47,780.11)	\$2,797,780.11	\$111,941.11	\$2,685,839.00	97.67%
515.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$12,817.50)	(\$132,432.79)	\$132,432.79	\$0.00	\$132,432.79	0.00%
515.000.0000.6000.000.000.0000	EXPENDITURES	\$120,000.00	\$5,379.51	\$94,063.82	\$25,936.18	\$555.82	\$25,380.36	21.15%
	FUND: CIVIC CENTER - 515	\$120,000.00	(\$7,437.99)	(\$38,368.97)	\$158,368.97	\$555.82	\$157,813.15	131.51%
520.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$300.00)	(\$75,282.92)	\$75,282.92	\$0.00	\$75,282.92	0.00%
520.000.0000.6000.000.000.0000	EXPENDITURES	\$206,393.60	\$17,273.03	\$179,663.69	\$26,729.91	\$284.60	\$26,445.31	12.81%
	FUND: COMMUNITY SCHOOL - 520	\$206,393.60	\$16,973.03	\$104,380.77	\$102,012.83	\$284.60	\$101,728.23	49.29%
521.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$145,628.75)	\$145,628.75	\$0.00	\$145,628.75	0.00%
521.000.0000.6000.000.000.0000	EXPENDITURES	\$235,899.64	\$20,466.56	\$247,810.78	(\$11,911.14)	\$56.92	(\$11,968.06)	-5.07%
	FUND: COMMUNITY SCHOOL - MONTESSORI - 521	\$235,899.64	\$20,466.56	\$102,182.03	\$133,717.61	\$56.92	\$133,660.69	56.66%
525.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$941.00)	(\$31,793.60)	\$31,793.60	\$0.00	\$31,793.60	0.00%
525.000.0000.6000.000.000.0000	EXPENDITURES	\$30,000.00	\$522.39	\$10,612.81	\$19,387.19	\$0.00	\$19,387.19	64.62%
	FUND: AUXILIARY OPERATIONS - 525	\$30,000.00	(\$418.61)	(\$21,180.79)	\$51,180.79	\$0.00	\$51,180.79	170.60%
526.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$71,313.35)	\$71,313.35	\$0.00	\$71,313.35	0.00%
526.000.0000.6000.000.000.0000	EXPENDITURES	\$300,000.00	\$8,343.25	\$22,209.68	\$277,790.32	\$676.07	\$277,114.25	92.37%
	FUND: EXTRA CURR TAX FEES CR - 526	\$300,000.00	\$8,343.25	(\$49,103.67)	\$349,103.67	\$676.07	\$348,427.60	116.14%
530.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$543,608.55)	\$543,608.55	\$0.00	\$543,608.55	0.00%
530.000.0000.6000.000.000.0000	EXPENDITURES	\$250,000.00	\$46,686.24	\$773,410.00	(\$523,410.00)	\$2,165.75	(\$525,575.75)	-210.23%
	FUND: GIFTS AND DONATIONS - 530	\$250,000.00	\$46,686.24	\$229,801.45	\$20,198.55	\$2,165.75	\$18,032.80	7.21%
540.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$921.25)	\$921.25	\$0.00	\$921.25	0.00%
540.000.0000.6000.000.000.0000	EXPENDITURES	\$10,500.00	\$80.00	\$1,342.00	\$9,158.00	\$0.00	\$9,158.00	87.22%
	FUND: FINGERPRINT - 540	\$10,500.00	\$80.00	\$420.75	\$10,079.25	\$0.00	\$10,079.25	95.99%
550.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$731.55)	\$731.55	\$0.00	\$731.55	0.00%
550.000.0000.6000.000.000.0000	EXPENDITURES	\$30,500.00	\$0.00	\$0.00	\$30,500.00	\$0.00	\$30,500.00	100.00%
	FUND: INSURANCE PROCEEDS - 550	\$30,500.00	\$0.00	(\$731.55)	\$31,231.55	\$0.00	\$31,231.55	102.40%
555.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$504.52)	\$504.52	\$0.00	\$504.52	0.00%
555.000.0000.6000.000.000.0000	EXPENDITURES	\$16,500.00	\$0.00	\$0.00	\$16,500.00	\$0.00	\$16,500.00	100.00%

# Osborn School District

## Board Exp & Revenue Report

From Date: 6/1/2024

To Date: 6/30/2024

Fiscal Year: 2023-2024

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

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
	FUND: TEXTBOOKS - 555	\$16,500.00	\$0.00	(\$504.52)	\$17,004.52	\$0.00	\$17,004.52	103.06%
565.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$0.62)	\$0.62	\$0.00	\$0.62	0.00%
	FUND: LITIGATION RECOVERY - 565	\$0.00	\$0.00	(\$0.62)	\$0.62	\$0.00	\$0.62	0.00%
570.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$20,418.41)	\$20,418.41	\$0.00	\$20,418.41	0.00%
570.000.0000.5000.000.000.0000	REVENUE FROM OTHER SOURCES	\$0.00	\$0.00	(\$22,578.00)	\$22,578.00	\$0.00	\$22,578.00	0.00%
570.000.0000.6000.000.000.0000	EXPENDITURES	\$560,000.00	\$25,883.99	\$550,536.91	\$9,463.09	\$40,561.88	(\$31,098.79)	-5.55%
	FUND: INDIRECT COSTS - 570	\$560,000.00	\$25,883.99	\$507,540.50	\$52,459.50	\$40,561.88	\$11,897.62	2.12%
575.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$580.96)	\$580.96	\$0.00	\$580.96	0.00%
575.000.0000.6000.000.000.0000	EXPENDITURES	\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$20,000.00	\$10,000.00	33.33%
	FUND: UNEMPLOYMENT INSURANCE - 575	\$30,000.00	\$0.00	(\$580.96)	\$30,580.96	\$20,000.00	\$10,580.96	35.27%
585.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$79.59)	\$79.59	\$0.00	\$79.59	0.00%
585.000.0000.6000.000.000.0000	EXPENDITURES	\$3,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100.00%
	FUND: INSURANCE REFUND - 585	\$3,000.00	\$0.00	(\$79.59)	\$3,079.59	\$0.00	\$3,079.59	102.65%
610.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$12,593.04)	(\$1,605,085.94)	\$1,605,085.94	\$0.00	\$1,605,085.94	0.00%
610.000.0000.2000.000.000.0000	Undesignated	\$0.00	\$17.37	\$126.01	(\$126.01)	\$0.00	(\$126.01)	0.00%
610.000.0000.6000.000.000.0000	EXPENDITURES	\$5,629,709.00	\$53,267.51	\$816,913.88	\$4,812,795.12	\$427,277.85	\$4,385,517.27	77.90%
	FUND: UNRESTRICT CAPITAL OUTLAY - 610	\$5,629,709.00	\$40,691.84	(\$788,046.05)	\$6,417,755.05	\$427,277.85	\$5,990,477.20	106.41%
630.000.0000.5000.000.000.0000	REVENUE FROM OTHER SOURCES	\$0.00	\$0.00	(\$30,040,942.82)	\$30,040,942.82	\$0.00	\$30,040,942.82	0.00%
630.000.0000.6000.000.000.0000	EXPENDITURES	\$1,500,000.00	\$122,235.79	\$470,808.27	\$1,029,191.73	\$657,077.41	\$372,114.32	24.81%
	FUND: BOND BUILDING - 630	\$1,500,000.00	\$122,235.79	(\$29,570,134.55)	\$31,070,134.55	\$657,077.41	\$30,413,057.14	2027.54%
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	(\$58,610.13)	(\$6,001,353.60)	\$6,001,353.60	\$0.00	\$6,001,353.60	0.00%
700.000.0000.5000.000.000.0000	REVENUE FROM OTHER SOURCES	\$0.00	\$0.00	\$1,000.00	(\$1,000.00)	\$0.00	(\$1,000.00)	0.00%
700.000.0000.6000.000.000.0000	EXPENDITURES	\$6,952,950.00	\$0.00	\$0.00	\$6,952,950.00	\$0.00	\$6,952,950.00	100.00%
	FUND: DEBT SERVICE - 700	\$6,952,950.00	(\$58,610.13)	(\$6,000,353.60)	\$12,953,303.60	\$0.00	\$12,953,303.60	186.30%
850.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$0.00	(\$13,215.71)	\$13,215.71	\$0.00	\$13,215.71	0.00%
850.000.0000.6000.000.000.0000	EXPENDITURES	\$30,500.00	\$0.00	\$9,004.15	\$21,495.85	\$0.00	\$21,495.85	70.48%
	FUND: STUDENT ACTIVITIES - 850	\$30,500.00	\$0.00	(\$4,211.56)	\$34,711.56	\$0.00	\$34,711.56	113.81%
855.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$140,140.96)	(\$2,496,266.51)	\$2,496,266.51	\$260.00	\$2,496,006.51	0.00%
855.000.0000.6000.000.000.0000	EXPENDITURES	\$2,500,000.00	\$183,928.09	\$2,501,734.30	(\$1,734.30)	\$0.00	(\$1,734.30)	-0.07%
	FUND: EMPL INSUR PGM WITHHOLDNG - 855	\$2,500,000.00	\$43,787.13	\$5,467.79	\$2,494,532.21	\$260.00	\$2,494,272.21	99.77%
<b>Grand Total:</b>		\$61,889,807.28	\$2,204,285.10	(\$44,969,152.63)	\$106,858,959.91	\$2,703,136.14	\$104,155,823.77	168.29%

End of Report

**OSBORN SCHOOL DISTRICT NO. 8**

**July 9, 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 2023/24 Statement of Revenues and Expenditures for the Student Activities Fund from June 1 through June 30, 2024.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**OSBORN SCHOOL DISTRICT No. 8**  
**Statement of Revenues and Expenditures**  
**For Student Activities Fund**  
**Activity from June 1, 2024 to June 30, 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**

**July 9, 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 –**

**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:** Encanto

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**Date:** 6/6/24

---

**Department:** Teaching & Learning

---

**Reason For Disposal:** Bookshelf no longer needed

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**Disposal Description:** Bookshelf in Teacher bookroom

---

**Signature:** *Abby Potter-Davis*

---

## Fixed Asset Items (Over \$1000)

---

**Asset #:** 00000999

---

**Description:** Bookshelf

---

**Serial #:**

---

**Recorded Value:**

---

**Present Value:**

---

**Board Approval:**

---

**Signature:**

---

**Asset #:**

---

**Description:**

---

**Serial #:**

---

**Recorded Value:**

---

**Present Value:**

---

**Board Approval:**

---

**Signature:**

Share this form with:

Lisa Nye [lnye@osbornsd.org](mailto:lnye@osbornsd.org), Sam Garcia [ssgarcia@osbornsd.org](mailto:ssgarcia@osbornsd.org),

**List of Items to Dispose:**

Bookshelf in A30 1st grade teacher room.

**OSBORN SCHOOL DISTRICT NO. 8**

**July 9, 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 to renew agreement with ASBA policy services for the 2024-2025 school year**

For Board:  Action  Discussion  Information

**Background –**

The Osborn School District has worked with the Arizona School Boards Association for many years for policy services. The policy services include: policy advisories, policy amendment assistance, on-call policy information, policy manual reviews, policy reference manual, and district policies. We request renewal of the four-year ASBA Policy Service Agreement.

**Legal**

**Financial**

\$4,800.00

**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 renewal of the Agreement with ASBA Policy Services for the 2024-25 school year.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F



## Policy Services Subscription Agreement

### Parties:

Arizona School Boards Association  
2100 N. Central Ave., Ste. 200  
Phoenix, AZ 85004

Osborn Elementary District  
Superintendent - Michael Robert  
1226 W Osborn Rd  
Phoenix, AZ 85013

**Effective Date:** July 01, 2022

The purpose of ASBA Policy Services is to ensure Member District compliance with state and federal laws and regulations.

### Agreement:

The Arizona School Boards Association (ASBA) and the Member District mutually agree as follows:

**1. Policy Services.** ASBA will provide the following policy services:

**1.1 ASBA Model Policy Manual®.** All ASBA original policy content, including Policy Advisories and ASBA's policy classification system, are compiled into an ASBA Model Policy Manual® and intended to be used as the basis of creating a derivative District Policy Manual for each Member District. The Policy Advisories, ASBA Model Policy Manual and ASBA copyrighted material in the District Policy Manual are licensed to the Member District by the ASBA solely during the period of this subscription agreement.

**1.2 Policy Advisories.** The Member District will receive ASBA Policy Advisories that contain model policies, regulations and exhibits developed by ASBA in response to changes to or new interpretations of state and federal laws and regulations.

**1.3 Policy Manual Reviews.** ASBA advises that the Member District undertake a policy manual review every four years to ensure that no lapses in compliance exist. ASBA Policy Services will meet with the District's Superintendent and any other individuals deemed necessary by the Member District to review and update the District Policy Manual upon the Member District's request. The review will be conducted at the office of either ASBA or the Member District or virtually. Upon completion of the review, ASBA will provide the Member District with electronic District Policy Manual draft documents. The Member District acknowledges that ASBA Policy Services must have adequate advance notice to schedule a periodic policy review; while Policy Services will coordinate the advance scheduling with the Member District, ASBA assumes no waiver of periodic review required under this section should the Member District be unable to schedule the periodic review when given advance notice by Policy Services and multiple opportunities for scheduling the review. Failure by the Member District to provide a two (2)-week advance notification to Policy Services of a postponement or cancellation of a scheduled policy review shall result in the fee for a review being charged, contingent on the amount of preparation completed by the analyst at the time of the notification and/or the inability to schedule another member district manual review during the vacated review period.



**1.4 District Policies.** The Member District acknowledges that when a draft District Policy Manual is adopted by the Member District Governing Board and implemented by the District administration, such District-specific policies, regulations, and exhibits remain the copyright of the ASBA and are licensed to the District solely during the period of this subscription agreement. Notwithstanding ASBA's copyright to the content of a specific District Policy Manual, if the ASBA, in its sole discretion, determines that certain content of the District Policy Manual should not remain a copyright of the ASBA, the ASBA will remove its copyright notice of certain content from the District Policy Manual and otherwise disclaim any rights or obligations arising from said content.

**1.5 Policy Amendment Assistance.** ASBA Policy Services staff will assist the Member District with the revision of the Member District's policies, whether developed in response to a Policy Advisory or at the initiative of the Member District at no additional cost. However, provision of such service will not constitute legal advice.

**1.6 On-Call Policy Information.** The Member District may contact ASBA Policy Services at any time at no additional cost for information or assistance concerning specific policy matters, however, provision of such service will not constitute legal advice.

**1.7 Online Hosting of the District Policy Manual.** The most current version of the District Policy Manual for public access will be hosted by ASBA through the PolicyBridge® platform at no additional charge. The District also will have access to the editing functions of PolicyBridge® for the submission of documents to ASBA Policy Services for publishing.

**2. Reimbursement of Costs.** All costs incurred by ASBA will be borne by ASBA, except for the following:

**2.1 Policy Manual Reviews.** In connection with a Member District policy manual review, the Member District is responsible for the policy manual review fee, which is not included in the monthly fee for Policy Services. Additionally, the Member District will reimburse ASBA for all travel, meals, and lodging should the Member District elect to have the review in-person at the Member District office or other location, rather than virtually or at the ASBA office.

**3. Policy Development Procedures.** The Member District will use ASBA's policy classification system. In order to maintain continuity and consistency throughout the Manual and to optimize research and retrieval capabilities, Policy Services determines the titles, subtitles, naming conventions, indexing, codification, and format, including the Introduction Section, pagination, fonts, style and layout, and Manual documents. Other technical aspects of Manual setup, production, maintenance, and updating not specified but related to policy development procedures are determined and approved by Policy Services.

**4. Electronic Services Provision.** Electronic copies of all ASBA materials delineated herein are made available to the Member District for the duration of this subscription agreement.

**4.1 Equipment Requirements.** The Member District will provide its own access to the Internet for viewing the digital files.



**4.2 Policy Maintenance Procedures.** The Member District acknowledges that new amendments to a policy or policies will not be produced for access as a digital file until the digital file has been updated by ASBA.

**4.3 Access to Future Electronic Services.** ASBA may from time to time develop additional electronic services not identified herein as enhancements to or replacement of electronic services available to the Member District.

**5. Proprietary Rights and Obligations.** ASBA grants to the Member District a non-exclusive license to use the Policy Advisories, ASBA Model Policy Manual, the derivative District Policy Manual, and PolicyBridge® solely during the duration of this subscription agreement.

**5.1 License Rights Terminate.** Once the subscription agreement expires, the Member District may not continue to use any ASBA copyrighted materials, including but not limited to the District Policy Manual, without the express written consent of the ASBA.

**5.2 Licensing Restrictions.** The Member District will not make—or permit to be made—copies of the policy manuals or digital files or portions thereof, except as necessary for its own operations during the period of this subscription agreement. Software and security codes for access to the policy manuals and digital files, other than the Member District’s policy manual, will be made available only to the Member District’s administrative officers and governing board members.

**5.3 Limited Warranty and Liability.** The Policy Advisories, ASBA Model Policy Manual, District Policy Manuals and attendant digital files are provided “as is” without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. ASBA does not warrant that functions contained in said digital files will meet the Member District’s requirements or that the operation of the policy manuals and digital files will be uninterrupted or error free. In no event shall ASBA be liable for any damages whatsoever (including, without limitation, damages for loss of savings, business interruption, loss of business information, or other pecuniary losses) arising from use or inability to use digital files.

**6. Payment for Policy Services.** The Member District will pay ASBA the sum of **\$4,800.00** per year for this Agreement. Payment is due thirty (30) days after the receipt of invoice. Member Districts may request to make Subscription payments on a monthly, quarterly, or semi-annual basis.

The Policy Services fee is established as follows:

<b>Student Enrollment</b>	<b>Monthly Fee</b>	<b>Yearly fee</b>
0-9 students	\$ 216.00	\$ 2,592.00
10-20 students	\$ 261.00	\$ 3,132.00
21-49 students	\$ 281.00	\$ 3,372.00
50-99 students	\$ 291.00	\$ 3,492.00
100-199 students	\$ 301.00	\$ 3,612.00
200-399 students	\$ 311.00	\$ 3,732.00
400-499 students	\$ 341.00	\$ 4,092.00



500-699 students	\$	361.00	\$ 4,332.00
700-999 students	\$	386.00	\$ 4,632.00
1,000-1,999 students	\$	393.00	\$ 4,716.00
2,000 - 2,999 students	\$	400.00	\$ 4,800.00
3,000 - 3,999 students	\$	407.00	\$ 4,884.00
4,000 - 5,999 students	\$	414.00	\$ 4,968.00
6,000 - 9,999 students	\$	421.00	\$ 5,052.00
10,000 - 14,999 students	\$	428.00	\$ 5,136.00
15,000 + students	\$	435.00	\$ 5,220.00

An additional fee applies to the performance of a comprehensive manual review described in paragraph 1.3 and subject to paragraph 2.

**7. Term.** The term of this agreement is for forty-eight (48) months, commencing as of the date set forth above.

**8. Termination.** The Member District may terminate this Agreement at any time by delivering written notice to ASBA and paying the early termination fee computed as follows:

$$\begin{aligned} & \text{The amortized subscription fee} \\ & \text{(forty-eight (48) months times the monthly rate)} \\ & \text{minus the total subscription payments received by ASBA} \\ & \text{equals the early termination fee.} \end{aligned}$$

**9. Condition Precedent.** ASBA's obligation to provide services pursuant to this Agreement is subject to the condition that the Member District is at all times a member in good standing of ASBA and the Member District is otherwise not in breach of this subscription agreement.

**10. General.**

**10.1 Entire Agreement.** This agreement contains the entire understanding of the parties and supersedes any previous subscription agreements and any other prior understandings and agreements, written or oral, respecting the subjects discussed herein.

**10.2 Governing Law.** This agreement shall be governed by the laws of the state of Arizona. The venue for any litigation arising out of this agreement shall lie exclusively in a state or federal court of competent jurisdiction within Maricopa County Arizona.

**10.3 Attorney's Fees.** The prevailing party in any litigation, arbitration or other proceedings arising out of this subscription agreement shall be reimbursed by the other party for all costs and expenses incurred in such proceedings, including reasonable attorney's fees.

**10.4 Authorization.** ASBA and the Member District represent that the signatories below are fully authorized to execute this Agreement.



**Acceptance:**

Arizona School Boards Association	Member District - Superintendent
Director, Legal & Policy Services, Name	Michael Robert Superintendent Name
Director, Legal & Policy Services, Signature	 Superintendent Signature
Date	Date 7-13-22

**OSBORN SCHOOL DISTRICT NO. 8**

**July 9, 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-2**

**Agenda Item**

**Approval of Renewal of MOU with Community Family Services for the 2024-2025 School Year**

For Board:  Action       Discussion       Information

**Background –**

Community Family Services is a local nonprofit organization providing support and resources to families in the greater Phoenix area. CFS is currently serving several Solano families and inquired about how to provide services to more families in the Solano community. Specifically, CFS provides counseling, peer support, behavioral health prevention and promotion, life skills training, medical management, and family support. CFS provides services in home, school, after school, office and community.

**Legal**

**Financial**

**Governing Board Goals**

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

**Recommendation**

It is recommended that the Governing Board approve renewal of the MOU with Community Family Services for the 2024-2025 school year.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F



## OSBORN SCHOOL DISTRICT AND COMMUNITY FAMILY SERVICES, LLC

The Parties of this Memorandum of Understanding (MOU) are Osborn School District and Community Family Services, hereinafter collectively referred to as the Parties.

### **Purpose:**

The purpose of this agreement is to establish roles and responsibilities of the Parties to develop and implement a comprehensive school mental health system (CSMHS) that utilizes the strengths and expertise of school and community-partnered professionals.

CSMHS are defined as school-community partnerships that provide a multi-tiered system of mental health supports (MTSS) to support students, families and the school community. "Mental health services" include activities, services and supports that address social, emotional and behavioral well-being of students, including substance use.

### **Roles and Responsibilities:**

The Parties agree to the following roles and responsibilities.

### **Responsibilities of Community Family Services**

1. Actively participate in school mental health team(s) to support effective school- community collaboration that promotes:
  - well-defined roles and responsibilities of team members (with structures in place to avoid duplication of efforts),
  - data sharing,
  - data-based decision making,
  - seamless services and supports across tiers,
  - integration of mental health and other academic supports
  - Define the effective referral processes.
2. Provide mental health screening, assessment and services, to include:

**Tier 1 - Mental health promotion services and supports (Tier 1):** *are mental health-related activities, including promotion of positive social, emotional, and behavioral skills and wellness, which are designed to meet the needs of all students regardless of whether or not they are at risk for mental health problems. These activities can be implemented school-wide, at the grade level, and/or at the classroom level.*

  - Community Family Services commits to creating and furnishing instructional videos or newsletters that uphold the principles of Conscious Discipline for circulation among teachers and staff members. Themes of these videos or newsletters will change every four weeks. The administration will have access to these videos or newsletters to distribute them to the relevant staff members as needed.



**Tier 2 - Selective services and supports (Tier 2)** to address mental health concerns are provided for groups of students who have been identified through needs assessments and school teaming processes as being at risk for a given concern or problem. When problems are identified early and supports put in place, positive youth development is promoted, and problems can be eliminated or reduced. Sometimes these are referred to as mental health “prevention” or “secondary” prevention services.

- Support and/or lead group therapy for students identified as at-risk of developing mental health problems
- Teacher/staff consultation for students identified as at-risk of developing mental health problems

**Tier 3 - Indicated services and supports (Tier 3)** to address mental health concerns are individualized to meet the unique needs of each student who is already displaying a particular concern or problem and displaying significant functional impairment. Sometimes these are referred to as mental health “intervention” or “tertiary” or intensive services.

**Tier 3 services will be provided to individual who have an active patient file with Community Family Services**

- Progress monitoring of students identified with mental health problems and those receiving services
- Individual treatment for students with mental health problems
- Group treatment for students with mental health problems
- Family therapy to support students with mental health problems
- Psychiatric evaluation
- Case management
- Teacher/staff consultation for students identified with mental health problems and those receiving services
- Peer support/navigation services for students identified with mental health problems and those receiving services
- Family peer support/navigation support services for families of students identified with mental health problems and those receiving services
- Facilitate transitions to and from community agencies and programs (e.g., mental health providers, psychiatric hospitals and day programs, juvenile services, child welfare)

3. For all of above services, utilize evidence-based services and support, as available. When evidence-based interventions are not available for intended population, selected interventions should be based on promising/best practices and should be evaluated for program impact.



4. Collect and report data that documents
  - Clinician productivity
  - Program and intervention impact on student/school psychosocial and academic functioning
  - Student/family satisfaction and engagement
5. Ensure the complete confidentiality of any and all identifying student and family information gathered in the performance of this agreement. The information gathered, used and developed shall not be provided to any other party without the express written approval of individual(s) authorized to give consent for release of information.
6. Meet federal, state and local regulations required of community mental health providers, including those stipulated by the Health Insurance Portability and Accountability Act (HIPAA).
7. Community Family Services shall collect all educational or health records from the parent or guardian of the student and/or family participating in its services.
8. Community Family Services will allocate a full-time staff member to be on campus for every 9-11 students enrolled who qualify as Tier 3 active clients of Community Family Services. Community Family Services reserves the right to adjust the staff-to-client ratio at their discretion. Written notice of any staffing changes will be provided to each campus principal, behavioral health interventionist, social worker, or designated contact person at least 15 days prior to the implementation of such changes.

### **Responsibilities of Osborn School District**

1. Identify school(s) for service that demonstrate readiness and a commitment to hosting a community mental health provider to support a multi-tiered system of mental health support (MTSS)
2. Identify district and school point of contact to facilitate successful integration of community mental health provider into school(s) and to address any concern.
3. The Osborn School district shall provide a confidential space within its school(s), equipped with a locked file cabinet and appropriate mechanisms for communication with families and other providers. These mechanisms may include phone, computer, and Internet access. This provision within the MOU shall serve as the agreement regarding facility use
4. Create data-based decision models and referral process that promote early identification and intervention for students.
5. Considerations for special populations (e.g., English Language Learners)



### **Independent Contractor:**

In providing services to Osborn School District students, Community Family Services shall at all times operate as an independent contractor and shall have no authority to make any arrangements or incur any liabilities on behalf of the District.

### **Duration and Termination:**

This Agreement is for the period beginning upon execution end June 30, 2026. Either party may terminate this Agreement for non-performance after first giving written notice of breach to the other party and an opportunity for the other party to cure the non-performance within fifteen (15) days of the receipt of written notice.

### **Insurance and indemnification**

Community Family Services shall purchase and maintain during the term of any resulting agreement:

- 1. Commercial General Liability Insurance:** of at least \$5,000,000 combined single limit coverage written on an occurrence basis covering all premises and operations, and including Personal Injury, Independent Contractor, Contractual Liability and Products and Completed Operations. The Board of Education of Osborn School District and all of its agents and employees shall be named as an additional insured, which must be shown on insurance certificates furnished to Osborn School District.
- 2. Worker's Compensation Insurance:** benefits as required by Arizona law to include Employers' Liability coverage with limits of at least \$100,000 each accident, \$100,000 each employee disease, and \$500,000 disease policy limit.
- 3. Professional Liability Insurance:** with limits of at least \$1,000,000 each occurrence and \$3,000,000 aggregate.

[Community Family Services shall at the District and an additional insured.](#)

### **Miscellaneous Terms:**

- 1. Governing Law:** This MOU shall be governed in accordance with the laws of Arizona without regard to conflict of law provisions.
- 2. Cancellation:** The District reserves all rights that it may have to cancel this MOU 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 the District shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contact, but only as an emergency fiscal measure.
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 MOU and may result in the termination of the MOU by either party under the terms of this MOU.
6. **Compliance with Governing Board Policies and Procedures:** Community Family Services shall comply with applicable Governing Board policies including the requirements of A.R.S. §15-512 (H) regarding the fingerprinting of its Program Coordinator and other employees, subcontractors and vendors who are likely to have unsupervised contact with pupils as determined by the District, in its sole and absolute discretion.
7. **Indemnification:** To the extent allowed by the law, Community Family Services agrees to indemnify and hold harmless the District from all injuries to persons or property caused by acts or omissions of Community Family Services consisting negligence or intentional misconduct and arising out of Community Family Services' activities under this MOU. To the extent allowed by law, the District agrees to indemnify and hold harmless Community Family Services from all injuries to persons or property caused by acts or omissions of the District constituting negligence or intentional misconduct arising out of the District's activities under this MOU.

In the event of concurrent liability, the parties shall have the right of contribution from each other or to the extent allowed by law. This indemnification provision allows survive termination of the MOU and remain in effect.



**Whole Agreement:**

This MOU contains the entire agreement between the parties with respect to the subject matter set forth herein but may be modified with the written consent of both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

By Osborn School District,

---

Dr. Michael Robert, Ed.D.  
Superintendent

Date: \_\_\_\_\_

By: Community Family Services,

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Shanna Demus  
Chief Administration Officer

Date: \_\_\_\_\_

---

Britany James McDonald  
Chief Operations Officer

Date: \_\_\_\_\_

**OSBORN SCHOOL DISTRICT NO. 8**

**July 9, 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-3**

**Agenda Item**

**Approval of Master Service Agreement and Addendum with EDBLOX, INC., d/b/a Elevate K-12 (“COMPANY”)**

For Board:     Action             Discussion             Information

**Background –**

In order to provide 7th and 8th grade students with the opportunity to continue learning Spanish, Osborn Middle School and our district will continue to partner with Elevate K-12 to provide two periods of (virtual) live Spanish instruction, which students will be able to take as an elective.

Elevate K-12 is the largest network of LIVE teachers and they work with thousands of schools and districts in the US. They manage the full delivery of the live teaching classes from starting and setting up the live classes in each school to managing the day to day live class delivery and on-demand live class support.

**LIVE TEACHING CLASS STRUCTURE & INSTRUCTIONAL DELIVERY:**

- Each Elevate K-12 LIVE class period has a dedicated US certified, trained and high quality teacher
- Our LIVE teacher streams into your school’s classroom, where all students are in the same classroom and collaborating and working together
- Each LIVE classroom period will maintain the same LIVE teacher for the entire duration of the semester or full year unless a change is requested or if our teacher leaves (which is very rare)
- If the Elevate LIVE teacher takes a leave for a day then we will make sure that a substitute is assigned for that class. The school doesn’t have to worry about subs!
- All of our LIVE teachers use content, lesson plans and tools that are aligned to AZ state curriculum and follows an I do, You do, We do format of content structure .
- Each instructor undergoes rigorous training in the content area and specifically on effective live online instruction.

**Legal**

**Financial**

The cost for 2 periods a day for 5 days a week for the full year is \$29,000. This will be split funded through Title IV, M&O and Capital Override funds.

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship

**OSBORN SCHOOL DISTRICT NO. 8**

**July 9, 2024**

**Board Meeting**

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

Equity & Excellence for Opportunity and Outcomes

**Recommendation**

It is recommended that the Governing Board approve the Master Service Agreement and addendum with EDBLOX, INC., d/b/a Elevate K-12 ("COMPANY")

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

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## MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“AGREEMENT”) IS ENTERED INTO AND EFFECTIVE AS OF THE DATE WHEN THE LAST OF THE PARTIES HERETO EXECUTES THIS AGREEMENT (“EFFECTIVE DATE”) IS BY AND BETWEEN EDBLOX, INC., d/b/a Elevate K-12 (“COMPANY”) WITH RESPECT TO THE COMPANY’S LIVE STREAM INSTRUCTION SERVICES (COLLECTIVELY THE “SERVICE”) AND THE RELATING DOCUMENTATION AND OSBORN ELEMENTARY DISTRICT (THE “CUSTOMER” OR “YOU”). BY SIGNING THIS AGREEMENT, YOU HEREBY AGREE TO THE TERMS OF THIS AGREEMENT AND WARRANT THAT YOU HAVE THE REQUISITE AUTHORITY, POWER AND RIGHT TO FULLY BIND EACH SCHOOL IN THE DISTRICT TO USE THE SERVICE PURSUANT TO THIS AGREEMENT.

### 1. Certain Definitions.

1.1 “District” is the administrative body that supervises Schools within a specified territory.

1.2 The current “Privacy Policy” of Company is available at [www.elevatek12.com/privacy](http://www.elevatek12.com/privacy), provided that Company reserves the right to change the Privacy Policy from time to time.

1.3 A “School” is a building or set of buildings that comprise one educational unit (i.e., an elementary school, middle school, junior high school or high school) subject to this Master Services Agreement.

1.4 The “Scope of Work”, attached hereto as Exhibit A, is the document which confirms the specific order details of Customer’s purchase of products and services hereunder, including the term, pricing and payment terms and a list of the Schools, if available, authorized under this Agreement to access such products and services. The Scope of Work may be amended from time to time by written agreement of the parties hereto. In no event shall the Scope of Work serve to amend the terms of this Agreement and in the event there is a conflict between this Agreement and the Scope of Work, the terms of this Agreement shall prevail.

1.5 “Service Period Budget” shall have the meaning specified in the Scope of Work. “Agreement Term Dates” shall have the meaning specified in the Scope of Work.

1.6 The “Site” shall mean Elevate K-12 <https://www.portalelevate.com/Account/LogOn>.

1.7 “Academic Year” shall mean the first day of instruction provided by Customer to

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Students through the last date of instruction for the regularly scheduled school year, excluding summer school and any breaks per Customer’s school calendar.

1.8 A “Student” is an individual enrolled in a School.

1.9 A “Classroom Coordinator” is a teacher, paraprofessional or other education provider employed by a School or School District in order to help implement and manage the Services within the classroom where students are enrolled.

**2. Term and Pricing.** The term and pricing details of this Agreement are set forth on the Scope of Work attached hereto as Exhibit A.

**3. License Grants and Restrictions.**

3.1 Grant and Privacy Restrictions.

3.1.1 Company grants to Customer a nonexclusive, non-transferable, limited right and license to use the Service accessible at the Site at all Schools listed in the School list set forth in the Scope of Work (“Authorized Schools”), subject to all of the terms and conditions of this Master Services Agreement. Unless a particular right is expressly granted herein, it is expressly excluded in this license. The Service may only be accessed by the Authorized Schools and Number of Authorized Students as set forth on the Scope of Work and, for purposes of clarity, once a Student is licensed to access the Service (“Licensed Student”), such license cannot be transferred to or used by any other Student or other third party during the then-current school year. The foregoing license is specific to such Authorized Schools and Number of Authorized Students and is not a grant for concurrent use of the Service.

3.1.2 All information provided to Company or through the Service by individual users of the Service is subject to the Company Privacy Policy. Company’s use of user information shall be limited to the uses provided under the Privacy Policy.

3.2 Ownership and Proprietary Rights.

3.2.1 Customer acknowledges that the Service and the Site and all intellectual property rights associated therewith are proprietary to Company and its partners, parents, subsidiaries, agents, affiliates and/or licensors (together, hereinafter “Affiliated Parties”).

3.2.2 Customer will not obscure or remove any proprietary-rights notices of Company or its licensors contained in the Service and the Site. Customer may not and shall not permit any other party to sublicense, lease, rent, download, reproduce, modify,

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display, distribute, create a derivative work of or otherwise use the Service or the Site except as expressly provided in this Agreement. Customer may not attempt (or authorize, encourage or support attempts by others) to reverse-engineer or derive source code from the Service and the Site or otherwise alter or interfere with the Service and the Site.

4. **Login Codes.** A unique user name and password (“Login Code”) is required for access to the Service for each Student and Classroom Coordinator. Company will provide Customer with a Classroom Coordinator Login Code during implementation. Customer will be responsible for providing information to the Company in order for the Company to create separate Student Login Codes up to the number of authorized student licenses as determined during the implementation phase of Service. Customer is responsible for securing all Login Codes and for the use of the Login Codes, passwords and account(s). Customer shall not allow unauthorized persons to use the Login Codes and shall promptly notify Company of any unauthorized use or attempts thereof. Notwithstanding anything to the contrary, Customer shall be solely responsible for any authorized or unauthorized use of any log-in code, username, password, and access to Customer’s account by any person and shall be solely responsible for what information is included with respect to any student and for compliance with all laws with respect thereto. Customer agrees to bear all responsibility for the confidentiality of its passwords and all use, purchases, or charges incurred from use of the Service or Site with its password. Customer is responsible for maintaining the confidentiality of its account and password and for restricting access to School’s computers, and Customer agrees to accept responsibility for all activities that occur under its account or password. Company reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

5. **Training and Support.** Training and support services, if any, will be provided as described in the Scope of Work.

6. **Payment Terms.** Fees; Payment Terms; Collection Fees:  
The Customer will be invoiced, using the form or one substantially similar attached hereto as Exhibit C (“Invoice”) based on the number of Class Periods (as defined in the Scope of Work) and the price per Class Period. Upon signature of Agreement, Customer shall issue an order form in the form similar to attached hereto as Exhibit B (“Order Form”) for the Services to be delivered during the first Academic Year. In subsequent years, Customer shall issue an Order Form at least 60 days prior to the first day of instruction for the upcoming Academic Year. The annual invoicing is subject to the minimum allotment of Class Periods Company is securing for the Customer per this Agreement. For each Academic Year during the term of this Agreement, the Customer will be invoiced and is

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responsible for the fees based on the Scope of Work. Company will not need to obtain another agreement from the Customer to proceed with the Services. Company shall invoice the Customer in accordance with the Billing Terms detailed in this Agreement in the Customer Billing section and mutually agreed to under this Agreement. The Customer shall make payment to Company in accordance with the terms selected in the Billing Terms section of Agreement. Prices set forth in the Agreement do not include sales tax. Sales tax, if applicable, will be included in the invoice sent by Company to Customer, unless Customer provides evidence of tax exemption. Time is of the essence for all payments under this Agreement, and in the event any overdue payment is sent by Company to a collection agency or an attorney for collection in accordance with Company's standard collection procedures, Customer agrees to pay all costs of collection, including without limitation all court costs and reasonable attorneys' fees. The Customer shall maintain such books and records as are necessary to substantiate amounts paid to Company pursuant to this Agreement, which shall be made available to Company for examination on request. It is Company's policy to not carry credits forward from one academic year to another for unused classes. It is also Company's policy to not provide refunds for unused classes. This Agreement is subject to change fees and/or implementation fees pursuant to Schedule A below.

District / customer signer (initial here) \_\_\_\_\_

Commented [EH1]: New requirement to ask for a customer initial (to ensure understanding about "no refund, no credit carry forward"). (Per Michelle M. request to add)

7. **Customer Responsibilities.** The Customer will provide a point of contact "School Point of Contact" for the Services. In addition, the Customer shall, for each Class Period, provide a Classroom Coordinator who will be on site in each Class. Each Classroom Coordinator will be provided training by Company. In addition, Company can request (and the Customer shall promptly comply with such request) that any Classroom Coordinator be replaced for non-performance or failing to perform in accordance with Company's training or standards, as determined by Company in its reasonable discretion.

8. **Additional Customer Responsibilities**

8.1 Online Practices. Customer shall ensure that its Students and Classroom Coordinators will not (a) upload, post, transmit, display or otherwise make available to other subscribers any messages, content or materials that (i) are vulgar, hateful, fraudulent, threatening, harassing, illegal, obscene, threatening, defamatory or invasive of privacy, (ii) violate (intentionally or unintentionally) a contractual, fiduciary or confidentiality obligation or duty any such person or Customer may have to any third party, (iii) infringe any intellectual property or violate other proprietary rights, or (iv) harms

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minors in any way; (b) upload, post, transmit, display or otherwise make available any unsolicited bulk e-mail, political campaigning, commercial solicitation, chain letters, pyramid schemes, mass mailings or any form of spam; upload, post, transmit, display or otherwise make available material that comprises or contains software viruses or other computer code designed to interfere with the functionality of any computer Service, software or hardware; (c) interfere with or disrupt the Service or the Site, or any networks or servers connected to or by the Service or the Site; (d) intentionally or unintentionally violate any applicable local, state, national or international law, (e) impersonate any person or entity or falsely state or misrepresent such person's affiliation with any person; (e) violate any law or regulation; or (f) collect or store personal data about any third party. In addition, Customer and its Classroom Coordinators and Students may not use a false e-mail address, impersonate any person or entity or otherwise mislead as to the origin of a message or content. Customer understands and agrees that any loss or damage of any kind that occurs as a result of the use of any messages, content or material that Customer or its Schools, Classroom Coordinators and Students upload, post, transmit, display or otherwise make available through the use of the Service is solely Customer's responsibility. Customer shall be responsible for any and all breaches of this Agreement by a Student or Classroom Coordinator.

8.2 Links. The Service or the Site may present links to third-party Web sites. These links are provided only as a convenience to Customer. Company is not responsible for the availability of these outside sites or their contents. Customer should direct any concerns regarding these third-party sites to the applicable site administrator.

8.3 Equipment. Customer shall be solely responsible for providing, maintaining and compatibility with the Site and the Service, including all hardware, software, electrical and other requirements for Customer's use of the Service or Site, including without limitation, telecommunication equipment, internet access, web browsers or other equipment, programs that are required to access and use the Service and the Site. Customer is responsible for ensuring their equipment meets the minimum system requirements of the Site and Service. Company does not guarantee or warrant compatibility between the Site and Service and customer's equipment.

9. **Privacy, FERPA, and Compliance with Law**. Company receives and handles personally identifiable information ("PII") as a "school official" under the United States Family Education Rights and Privacy Act, 20 U.S.C. 1232g, 34 CFR Part 99 ("FERPA") for the purpose of delivering the Services as contemplated by this Agreement.

PII obtained will be used solely for the purposes of performing Services under this Agreement, and will not be disclosed to third parties except as required to provide Services to Customer contemplated in this Agreement, or otherwise as expressly permitted by FERPA and other applicable laws.

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It is Customer's responsibility to respond to requests for education records received by Company from third parties.

Customer represents and warrants that it is in compliance with applicable information and on-line protection laws, including, but not limited to, COPPA and FERPA. To the extent that PII as to any Student under the age of thirteen (13) is provided to Company, Customer represents and warrants that it has obtained all requisite consents and authorizations or otherwise has the authority to provide such information to Company. To the extent that any information covered by FERPA is being made available to Company or to any third party (including other Students), Customer represents and warrants that it has given all applicable notices and has received all applicable consents and has not received any effective objections thereto.

10. **Information Security.** Company maintains and enforces commercially reasonable practices, including administrative, technical, and physical safeguards to reasonably protect the confidentiality, availability, and integrity of Customer and end user data in alignment with requirements of applicable laws and regulations, including the FERPA. This includes, but is not limited to, encryption of data in transit when submitted across the Internet, access controls, firewalls and user authentication protocols. The Internet, however, is not entirely secured, and Company will not be responsible for security incidents not reasonably within its control.

If required by applicable laws, Company will promptly report to Customer any unauthorized access to Customer Data and, in the event that further notification is required by law, will support Customer notification to its end users.

All of Servers used by Company supporting the Services are secure and located within the United States.

11. **Confidentiality.** Each party may disclose to the other certain non-public information or materials relating to a party's products, intellectual property, business, marketing programs and efforts, identifiable information of the party's personnel, end users, students and customers, and other confidential information and trade secrets ("Confidential Information"). Confidential Information does not include information that: (a) is or becomes publicly available through no breach by the receiving party of this Agreement; (b) was previously known to the receiving party prior to the date of disclosure, as evidenced by contemporaneous written records; (c) was acquired from a third party without any breach of any obligation of confidentiality; (d) was independently developed by a party hereto without reference to Confidential Information of the other party; or (e) is required to be disclosed pursuant to a subpoena or other similar order of

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any court or government agency, provided, however, that the party receiving such subpoena or order shall, when legally permissible, promptly inform the other party in writing and provide a copy thereof, and shall only disclose that Confidential Information necessary to comply with such subpoena or order. Except as expressly provided herein, the receiving party will not use or disclose any Confidential Information of the disclosing party without the disclosing party's prior written consent, except disclosure to and subsequent uses by the receiving party's employees or consultants on a need-to-know basis, provided that such employees or consultants have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as the receiving party's obligations under this Section. The receiving party agrees to use at least the same care and precaution in protecting such Confidential Information as the receiving party uses to protect the receiving party's own Confidential Information, and in no event less than reasonable care. Each party acknowledges that due to the unique nature of the other party's Confidential Information, the disclosing party may not have an adequate remedy solely in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

12. **Software Availability.** The hosted elements of the Services will be available for remote access 99.5% of the time each calendar month of the Term, excluding Excused Outages (as defined below) ("Availability"). Company will attempt to schedule any planned maintenance or upgrades at times when usage of the Services is typically low, and will attempt to communicate any outages associated with planned maintenance or upgrades to its customers in advance via email or through notifications within the Services. Downtime as a result of any causes beyond the control of Company or that are not reasonably foreseeable by Company, including, without limitation, any of the causes noted below, are excluded from the Availability calculations (collectively, "Excused Outages"):

- a. Customer environment issues affecting connectivity or interfering with the Services, including without limitation, Customer's telecommunications connection or any other Customer software or equipment, Customer's firewall software, hardware or security settings, Customer's configuration of anti-virus software or anti-spyware or malware software, or operator error of Customer;
- b. Any third-party software, hardware, or telecommunication failures, including Internet slow-downs or failures;
  - i. Force majeure events including, without limitation fire, flood, earthquake, elements of nature or acts of God; third party labor disruptions, acts of war, terrorism, riots, civil disorders, rebellions or

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revolutions; quarantines, embargoes and other similar governmental action; catastrophic or unusual internet delays, denial of services attacks, or other hacking activities; or any other similar cause beyond the reasonable control of Company;

- ii. Issues related to third party domain name system (DNS) errors or failures; and
- iii. Emergency maintenance of the Services, for which Customer may not receive advanced notice.

In the event Company fails to achieve the Availability requirement, Company will use commercially reasonable efforts to correct the interruption as promptly as practicable.

13. **Non-Solicitation of Company Employees.** Customer agrees that during the term of this Agreement and for one year following the termination date of this Agreement, it will not recruit, solicit for employment, or employ, or help any other third party to recruit, solicit for employment or employ, any Company employee or contractor provided by Company to deliver services to Customer under this Services Agreement or with whom Customer had contact in connection with such services, including without limitation an online Company Instructor, School Manager or local office employee. In the event the Customer violates the foregoing prohibition, it will pay immediately upon written demand by Company, a fee in the amount of Ten Thousand Dollars (\$10,000.00) (the "Hiring Fee"). The parties intend that the Hiring Fee constitutes compensation, not a penalty. The parties acknowledge and agree that Company harm caused by Customer's breach of the foregoing prohibition would be impossible or very difficult to actually estimate and that the Hiring Fee is a reasonable estimate of the anticipated or actual harm that might arise from such a breach. The Customer's payment of the Hiring Fee is the Customer's sole liability and entire obligation and Company's exclusive remedy for any Customer breach of this section. All Hiring Fees shall be invoiced immediately and payable upon receipt.

14. **LIMITED WARRANTY, LIABILITY AND DAMAGES; INDEMNITY**

14.1 Warranty Disclaimer.

THE SERVICE IS PROVIDED "AS IS" AND WITHOUT WARRANTY BY COMPANY AND, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, COMPANY AND ITS AFFILIATED PARTIES EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. Specifically, Company makes no warranty that the Service or the Site will meet Customer's requirements or that access to the same

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will be uninterrupted or error-free. You acknowledge and agree that Company and its vendors and licensors do not operate or control the internet and that: (I) viruses, worms, Trojan horses, or other undesirable data or software; or (II) unauthorized users (e.g. hackers) may attempt to obtain access to and damage the content, websites, computers, or networks. Company will not be responsible for those activities.

14.2 LIMITED LIABILITY. NEITHER COMPANY NOR ITS AFFILIATED PARTIES WILL BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR (a) ANY UNAUTHORIZED USE OF THE SERVICE OR THE SITE OR USE FOR PURPOSES NOT INTENDED UNDER THIS AGREEMENT, OR (b) ANY LIABILITY OR DAMAGE CAUSED OR INITIATED BY THIRD PARTIES AND AFFECTING CUSTOMER'S COMPUTERS, COMMUNICATION FACILITIES, SOFTWARE, DATA OR SERVICES THAT MAY RESULT FROM USE OR ACCESS OF THE SERVICE OR THE SITE.

14.3 LIMITED DAMAGES AND REMEDIES. NEITHER COMPANY OR ITS AFFILIATED PARTIES SHALL BE LIABLE TO CUSTOMER OR ANY SCHOOL FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE SERVICE OR THE SITE. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to Customer. NOTWITHSTANDING ANYTHING IN THIS MASTER SERVICES AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL COMPANY OR ITS AFFILIATED PARTIES BE LIABLE FOR DAMAGES OR MONETARY REMEDIES OF ANY KIND IN THE AGGREGATE UNDER THIS MASTER SERVICES AGREEMENT THAT EXCEED THE LICENSE FEE PAID BY CUSTOMER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM OR CLAIMS GIVING RISE TO THE LIABILITY.

14.4 Indemnity. Customer agrees to indemnify and defend Company and its agents, employees, representatives, licensors, affiliates, corporate parents and subsidiaries from and against any and all claims, losses, demands, causes of action and judgments (including attorneys' fees and court costs) of third parties (collectively "Claims") arising, directly or indirectly, from or concerning any breach or alleged breach of this Agreement by Customer and to reimburse Company on demand for any losses, costs or expenses it incurs as a result of any such Claims.

## 15. **TERMINATION**

15.1 Term. This Agreement shall commence on the Effective Date hereof. The Service Period for individual Districts and Schools set forth in the Scope of Work are separate from the term of this Agreement; provided, however, that if this Agreement terminates for any reason, all Service to all Schools shall terminate at that time as well.

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15.2 Termination. Company reserves the right at any time to discontinue, temporarily or permanently, the Service or any part thereof or terminate any user's access to the Service or any part thereof. Company may also modify, delete or adapt the Service at any time without any notice or obligation to the user at Company's sole discretion. You agree that Company will not be liable to you or any third party for any modification, suspension, or discontinuation of the Service, or any part thereof. Upon termination for any reason, you must cease all access to the Service.

This Agreement will terminate (a) on the thirtieth (30th) day after either party gives the other written notice of a breach by the other of any material term or condition of this Agreement, unless the breach is cured before that day; or (b) upon written notice by either party, immediately, if (i) a receiver is appointed for the other party or its property; (ii) if the other party becomes insolvent or unable to pay its debts as they mature in the ordinary course of business or makes a general assignment for the benefit of its creditors; or (iii) if any proceedings (whether voluntary or involuntary) are commenced against the other party under any bankruptcy or similar law and such proceedings are not vacated or set aside within sixty (60) days from the date of commencement thereof.

15.3 Effect of Termination. Immediately upon expiration or termination of this Agreement, Customer will cease using the Site and Service and cause all Schools listed in the Scope of Work to cease using the Service and Site (any copies of which shall be returned to Company). Termination does not entitle Customer to any refund or reduction of Service Period Fees already paid by or due from Customer. If Company terminates this Agreement due to an uncured material breach by Customer, in addition to any and all rights and remedies available to Company, Customer shall be obligated to pay Company the full Service Period Fees for the then current term. If Customer terminates this Agreement due to an uncured material breach by Company, Customer shall only be obligated to pay Company for use of the Service and the Site up to and including the date of termination. Customer understands and agrees that if Customer requests a pro-rata refund as a remedy hereunder, then such request will be an election of remedies and the sole remedy available to Customer with respect to any dispute with Company.

## 16. MISCELLANEOUS

16.1 General Terms. Company may use and disclose to third parties Customer's name and logo, and if Customer is a District, the names of any affiliated Schools as part of a list of Company customers or references. This Agreement and any rights and responsibilities hereunder may not be assigned or delegated by Customer, including by action of law, without the express written consent of Company. Any assignment or

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delegation in violation of this Section will be void and of no effect. Waiver of any breach under this Agreement does not waive future compliance with that provision, which remains in effect. If any part of this Master Services Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

This Agreement and any other terms or documents referred to herein represent Customer's entire agreement with Company with respect to its use of the Service and the Site. The provisions of this Agreement may not be amended or waived except by a writing signed by all parties to this Agreement that references this Agreement.

16.2 Remedies and Reserved Rights. Company reserves the right at any time and from time to time to modify, temporarily suspend and limit access to the Service or the Site (or any part thereof) with or without notice to Customer for maintenance or security or other reasons. Customer agrees that Company shall not be liable to it or to any third party for any modification, suspension or limitation of the Service or the Site. Company also reserves the right at any time and from time to time to modify or terminate any of the content or curriculum of the Service or the Site. If Company discovers any unauthorized access or use of the Service and/or Site, then Company shall have the following remedies in addition to any and all other remedies that may be available to Company: (a) if such unauthorized use may cause injury or physical damage to Company's computers, data or electronic files, the Site, the Service or a third party, then Company has the reasonable right to suspend all or part of the Service or the Site access of Customer immediately without prior notice to protect itself or third parties, and Company shall promptly notify Customer of the suspension and work together with Customer to cure the problem; and (b) if such unauthorized access or use would cause any other type of injury or damage to Company or a third party, then Company shall give Customer notice of the problem and no less than three (3) business days to cure the problem, and thereafter if the problem remains uncured Company has the right to suspend all or part of the Service or Customer's Site until the problem is cured; and (c) terminate this Agreement immediately.

16.3 Disputes. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND FULLY PERFORMED THEREIN, AND THE STATE AND FEDERAL COURTS LOCATED IN COOK COUNTY SHALL HAVE EXCLUSIVE JURISDICTION OF ALL SUITS AND PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. BOTH PARTIES HEREBY SUBMIT TO THE JURISDICTION OF SAID COURTS FOR PURPOSES OF ANY SUCH SUIT OR PROCEEDING. Any delay in or failure of performance by Company under this

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Agreement will not be considered a breach and will be excused to the extent caused by any occurrence beyond the reasonable control of Company, but not limited to, acts of God, power outages and governmental restrictions. Any notice by a party to this Master Services Agreement shall be deemed to have been sufficiently given to the other party if sent by certified mail, return receipt request, or by facsimile and confirmed in writing by letter sent by certified mail and shall be deemed to have been received three (3) business days after the date of dispatch.

Deliver Remarkable LIVE Teaching to ANY Classroom.



The foregoing is agreed and accepted. This Agreement must be signed by both parties to be valid.

**EDBLOX, INC., d/b/a/ Elevate K-12**

By:

Name \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Print)

Title \_\_\_\_\_

Date \_\_\_\_\_

[DISTRICT / CUSTOMER]

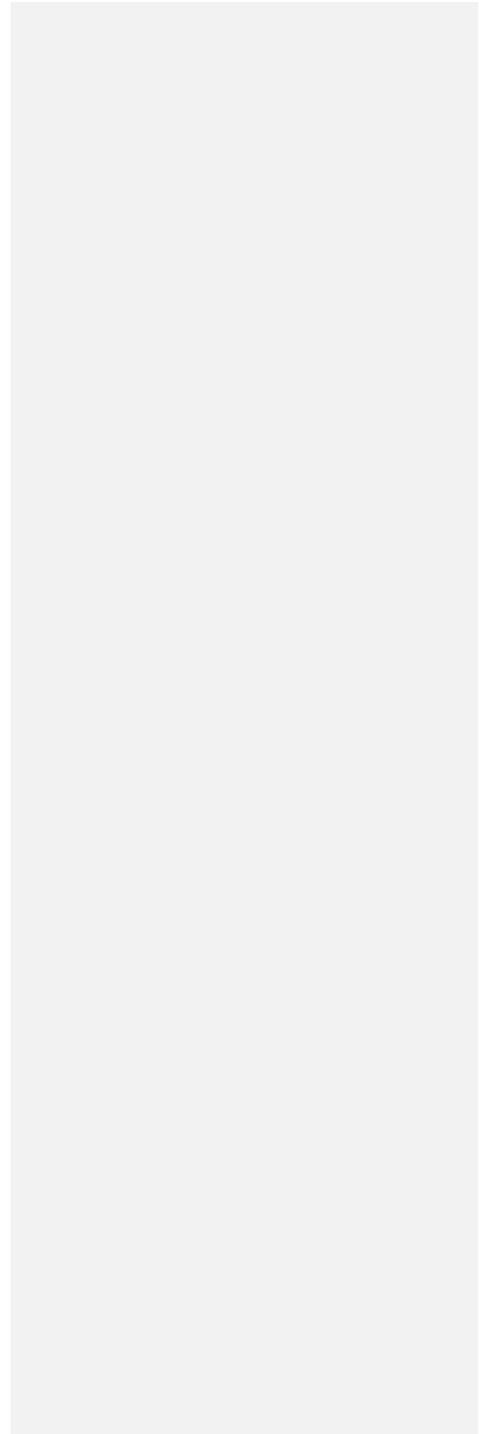
By:

Name \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Print)

Title \_\_\_\_\_

Date \_\_\_\_\_



**Exhibit A**

**Scope of Services and Pricing for Tier 1 Programs**

Details	Agreement Terms
<b>DESCRIPTION</b>	High-quality LIVE Tier 1 Teaching – US certified Teacher of Record
<b>AGREEMENT ACADEMIC YEAR DATES</b>	August 5, 2024-June 30, 2025
<b>POTENTIAL CONTENT AND GRADE</b>	<b>Content Areas: Middle School Spanish</b>
<b>Elevate K-12 Provides</b>	<b>Details of services, on-call staff and equipment</b>
<b>SERVICES PROVIDED BY ELEVATE K-12</b>	<ul style="list-style-type: none"> <li>• High-quality LIVE Tier 1 Teaching – US certified Teacher of Record <i>(including substitutes for our live teacher)</i></li> <li>• Full-service live class delivery management                             <ul style="list-style-type: none"> <li>- School level classroom set up and day to day management of live online teaching classes</li> <li>- Quality control of all live classes by our academic experts</li> <li>- Training and management of your para-professional</li> <li>- All support for grading, pacing, school meetings and more</li> </ul> </li> <li>• State aligned lessons written by our curriculum experts</li> <li>• 24x7 live customer service and support for para-professional</li> </ul>
<b>STAFF PROVIDED BY ELEVATE K-12</b>	<ul style="list-style-type: none"> <li>• High-quality LIVE Tier 1 Teaching - Assigned as Teacher of Record</li> <li>• One Elevate K-12 Operations Manager dedicated per school for implementation and support</li> <li>• Dedicated Academic Coach who guides and quality audits Elevate K-12's live Teacher for the school</li> </ul>
<b>EQUIPMENT PROVIDED BY ELEVATE K-12</b>	<ul style="list-style-type: none"> <li>• Hi-end speakers, Powerful classroom microphone, Hi-end Camera</li> </ul>
<b>DISTRICT/SCHOOL Provides</b>	<b>Details of info we need from school</b>
<b>STAFF PROVIDED BY CUSTOMER/SCHOOL</b>	<ul style="list-style-type: none"> <li>• 1 Classroom Manager (paraprofessional) for each class period</li> <li>• 1 Point of Contact at the School Level</li> </ul>
<b>EQUIPMENT and INFO PROVIDED BY CUSTOMER</b>	<ul style="list-style-type: none"> <li>• Classroom space, LCD Screen or Projector and Screen, Adequate internet access and bandwidth, laptop per student <i>(except for K-5 enrichment)</i>, Class rosters and bell schedule</li> </ul>

<b>TOTAL BUDGET AMOUNT</b>	Minimum <b>\$29,450.00</b> <b>1GPA: 24-10P-03</b>	<i>Minimum budget for known Elevate K-12 Live Teaching Classes and what the district will be invoiced for.</i>
	Maximum <b>\$58,900.00</b> <b>1GPA: 24-10P-03</b>	<i>Maximum/ 'Not to exceed' budget for Elevate K-12 through one full year. District can add classes as vacancies occur without going through new contract. (OPTIONAL)</i>

**Live Class Operations and Delivery Terms:**

1. Schools. The Services performed under this Scope of Work and Agreement shall be for schools within the District as long as they follow the content classes offered.
2. Tier 1 Programs. Company will assign an operations manager to the Customer. The operations manager will work with Customer personnel to develop a mutually agreeable implementation timeline for the Customer. The Customer will submit a timeline for the submission of chosen focus standards, timeslots, information technology checks, and the delivery of student rosters to Company. If there are delays beyond the following timeframes for any reason, Company reserves the right to delay the start of your program.
  - a. List of chosen courses – 30 calendar days before the first day of instruction
  - b. Timeslots – 30 calendar days before the first day of instruction
  - c. Information technology check – 15 calendar days before the first day of instruction
  - d. Classroom Coordinator – selected and available for training 15 days before the first day of instruction
  - e. Student Roster – 7 calendar days before the first day of instruction
3. Pricing and Service Period Fees:

The price per period for a full Academic Year of instruction will be based on the pricing schedule in Schedule A attached with this agreement and the order form in Exhibit B.
4. Company shall be responsible for all staffing decisions and may replace, reassign, or alter the Staff providing the Services as Company chooses in its sole and absolute discretion. Throughout the duration of the course, there may be some instances in which the teacher of the course (the "Teacher of Record") may miss certain Classes or Periods and Company will use commercially reasonable efforts to provide a substitute teacher ("Substitute Teacher") for such Classes or Class Periods. The Customer understands and agrees that such Substitute Teacher will not and will not be required to have the same level of qualifications, certificates, or degrees as the Teacher of Record and that the use of such Substitute Teachers will not be a breach of these Terms and Conditions. Company may, as indicated on the Budget and Initial Order Form, provide cameras, speakers and microphones for the administration of the Classes (collectively, Company Standard Equipment).
5. Cancellation of Sessions. If an authorized representative of Customer cancels a session within a window of 48 hours prior to the start of an individual session, excluding school emergencies, by providing written notification to Company, Customer will pay for the session as if it had occurred. If an authorized representative of Customer cancels a session with more than 48 hours notice to the start of an individual session by providing written notification to Company, the session will be rescheduled at the end of the current program calendar of sessions at a mutually agreed to time. As stipulated in this Agreement, credit for unused sessions will not carry over from one Academic Year to another. Customer may make roster changes during the add/drop period, which is the first two weeks of the semester or start of class. After that initial two week window, Customer must submit a change request order to add students to a class, which may trigger a contract and invoicing change.

Customer cannot change the subject, grade or focus standards of a program after the date two weeks prior to the delivery of the first session. To request any changes, Customer must submit a

formal written change request, which will trigger a contract review and adjustment as appropriate.

6. **Term and Service Period.** This Agreement shall remain in effect for the length of time set forth within the Scope of Work unless terminated earlier as set forth herein ("Initial Term"). For each Academic Year during the Agreement Term, the parties shall execute an Order Form setting forth the number of Classes (with such number equal to or greater than the Minimum Number of Classes set forth on the Budget and Initial Order Form and less than or equal to the Maximum Number of Classes set forth on the Budget and Initial Order Form), Periods, Students, fees, and payment schedule for such Academic Year. Each year during the Initial Term, Company agrees to maintain the per Class pricing. For incremental Classes in excess of the Maximum Number during the Initial Period, as well as all Classes subsequent to the Initial Period, Company may adjust the fees by, prior to the end of each calendar year during the Term, giving written notice of the adjusted fees applicable to the school year commencing the following Academic Year. Upon expiration of the Initial Term, the Agreement shall renew for additional one-year terms (each a "Renewal Term" and together with the Initial Term, the "Term"). Unless an Order Form is executed in such Renewal Terms, a binding Order Form with the Minimum Number of Classes set forth on the Budget and Initial Order Form shall be generated and effective at no higher than the list price applicable to that school year. This Agreement may only be terminated on notice of thirty (30) days after the delivery by a party of written notice containing a description of a material breach of this Agreement by the other party, provided such breach is not cured within such thirty (30) day period. The Fees paid pursuant to this Agreement are non-refundable, even in the event this Agreement is terminated due to Company's breach thereof or the Customer hires an instructor specifically for the Class.
7. **Billing Terms [check applicable terms]:** Upon signature of Agreement, Customer will issue an Order Form for the Services to be delivered during the first Academic Year. In subsequent years, Customer shall issue an Order Form at least 60 days prior to the first day of instruction for the upcoming Academic Year. The initial Invoice will be issued for the Minimum Budget. Customer agrees to the following payment terms, as reflected by selecting one box below:
- Invoice for full amount of current Academic Year programming prepared and sent in conjunction with signing of Agreement. Payment in full due within 30 days of invoice date.
  - (Requires preapproval) Invoice for 50% of full amount of current Academic Year programming prepared and sent in conjunction with signing of Agreement, due within 30 days of invoicing date. The remaining 50% balance to be invoiced 60 days after the signing of Agreement and due within 30 days of invoicing date.

Customer billing contact information:

Contact name: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**Exhibit B**

**SAMPLE Order Form**



Name of District:  
Project Name:  
Prepared by:  
Date:

The Statement of Work is the official description of work to be completed as an extension of the current contract. No changes to the content or number of periods below shall be requested upon signature of this Statement of Work without a change fee. The district may add subjects and periods as needed, which will require a revised SOW and result in additional costs to the district as per the contract.

**PROJECT DESCRIPTION – CONTRACT MINIMUM**

# of Periods (A)	Type of Class	Grade	Name of Subject	Period Length	Days Per Week (dw)	Term	Start Date	Period Price	Total Price (A x B)
<b>TOTAL</b>									

Total Periods:  
Total Price:  
Initial Master Service Agreement Amount to be Invoiced:  
Total Budget left below maximum:  
District Representative Initial:

**PROJECT SUMMARY:**  
Elevate K-12 will provide live instruction with certified instructors, five days a week (or per district/school schedule), for the grades and content areas identified above for both semesters of the Academic year 2024-2025. By signing below, I verify that I am a representative of the below identified entity and that I have the authority to bind such entity.

Upon receipt of the executed agreement, Elevate K-12 will issue an Invoice for the Academic year 2024-2025 for any courses beyond the initial master service agreement.

**PROJECT APPROVAL & SIGNATURES**

Elevate K-12 & School District:  
I have reviewed the information contained in this Statement of Work and agree:

Name:  
Title:  
Signature:  
Date:

**Exhibit C**

**SAMPLE Invoice**



**Edblox Inc DBA Elevate K-12**  
24 East Washington St, Suite 825  
Chicago, IL 60602 US  
AccountsReceivable@elevatek12.com  
www.elevatek12.com  
FEIN: 81-5088569



<b>Bill To:</b> Attn: Accts Payable Sample Customer Street Address: City, State Zip Code United States	<b>Ship To:</b> Attn: Accts Payable Sample Customer Street Address: City, State Zip Code United States	<b>INVOICE: INV999</b> <b>PO:</b>
		<b>Invoice Date: April 7, 2024</b> <b>TERMS: Net 30</b>
		<b>Due Date: May 7, 2024</b>

ITEM	QTY	AMOUNT
Elevate K-12 Tier 1 Program - Add on - Academic year 2024 - 2025 Live Streaming Tier 1 Instruction - Contract minimum for 2024-2025 academic year	1	\$0.00

**Payment Options :**      **TOTAL**      **\$0.00**

a) By Direct Deposits or ACH (PREFERRED):  
Bank: Bridge Bank, a division of Western Alliance Bank  
ABA or Routing#: 121143260  
Bank Account: 8533588415  
For credit to: Edblox, Inc.

b) By Check: Please make check payable to "Edblox Inc" and mail to the following address:

<b>Mail via US Postal Service</b> EDBLOX INC. PO BOX 8050 CAROL STREAM, IL 60197-8050	<b>Overnight Courier Service</b> EDBLOX INC. c/o WAB Lockbox Operations Box #8050 8430 W Bryn Mawr Ave, Suite 260 Chicago, IL 60631
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<b>TOTAL DUE</b>	<b>\$0.00</b>
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**THANK YOU FOR YOUR BUSINESS!**

# **SCHEDULE A**

**ELEVATE K-12 LIVE CLASS PRICING**

**1GPA: 24-10P-03**

Course Offerings		
Product Type	Days per Week	Class Time Blocks
Tier 1*	3 to 5 days per week	45 to 120 min
Supplemental*	1 to 5 days per week	45 to 120 min
Special Education*	2 to 5 days per week	45 to 120 min
Summer School	3 to 5 days per week	45 to 90 min

\* Courses run for a minimum of 9 weeks

2024-25 Pricing - Standard course				
Full Year - Per PERIOD				
Period Length	5 Day	4 Day	3 Day	2 Day
45 - 60 Minutes	\$14,725	\$12,521	\$9,576	\$6,707
61 - 75 Minutes	\$18,411	\$15,647	\$11,961	\$8,379
76 - 90 Minutes	\$22,088	\$18,772	\$14,355	\$10,051
Over 90 Minutes	\$26,505	\$22,544	\$17,243	\$12,075
Semester - Per PERIOD				
Period Length	5 Day	4 Day	3 Day	2 Day
45 - 60 Minutes	\$8,503	\$7,230	\$5,529	\$3,876
61 - 75 Minutes	\$10,631	\$9,035	\$6,907	\$4,836
76 - 90 Minutes	\$12,759	\$10,840	\$8,294	\$5,814
Over 90 Minutes	\$15,314	\$13,025	\$9,966	\$6,973
Quarter Pricing - PER PERIOD				
Period Length	5 Day	4 Day	3 Day	2 Day
45 - 60 Minutes	\$4,950	\$4,230	\$3,240	\$2,250
61 - 75 Minutes	\$6,210	\$5,310	\$4,050	\$2,880
76 - 90 Minutes	\$7,470	\$6,300	\$4,860	\$3,420
Over 90 Minutes	\$8,910	\$7,560	\$5,850	\$4,050

2024-25 Pricing - Special Ed Resource Room				
Full Year - Per PERIOD				
Period Length	5 Day	4 Day	3 Day	2 Day
45 - 60 Minutes	\$19,688	\$16,744	\$12,806	\$8,970
61 - 75 Minutes	\$24,619	\$20,921	\$17,380	\$11,196
76 - 90 Minutes	\$29,532	\$25,098	\$19,191	\$13,441
Over 90 Minutes	\$35,438	\$30,139	\$23,055	\$16,137
Semester - Per PERIOD				
Period Length	5 Day	4 Day	3 Day	2 Day
45 - 60 Minutes	\$11,742	\$9,669	\$7,397	\$5,180
61 - 75 Minutes	\$14,678	\$12,080	\$9,237	\$6,468
76 - 90 Minutes	\$17,613	\$14,490	\$11,086	\$7,765
Over 90 Minutes	\$21,138	\$17,406	\$13,312	\$9,320
Quarter Pricing - PER PERIOD				
Period Length	5 Day	4 Day	3 Day	2 Day
45 - 60 Minutes	\$6,840	\$5,850	\$4,500	\$3,150
61 - 75 Minutes	\$8,550	\$7,290	\$5,580	\$3,870
76 - 90 Minutes	\$10,260	\$8,730	\$6,660	\$4,680
Over 90 Minutes	\$12,240	\$10,440	\$8,010	\$5,580

Additional		
Program Changes More Than 2 Weeks Before Course Starts	\$0	No cost charged to customer
Late Change Fee (before program starts):	\$1000 per program affected	For changes made later than 2 weeks before the scheduled program start

## **ADDENDUM TO MASTER SERVICES AGREEMENT**

**Between EDBLOX, Inc. and**

**Osborn Elementary School District No. 8**

This Addendum supplements the terms and conditions contained in the Master Services Agreement (“Agreement”) and is made in the State of Arizona by and between EDBLOX, INC., d/b/a Elevate K-12 (“Company”) and the Osborn Elementary School District No. 8 (“District” or “Customer”) of Maricopa County, Arizona.

1. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.
2. Governing Law (revising capitalized language in paragraph 16.3). This Agreement shall be governed in accordance with the laws of Arizona without regard to conflict of law provisions.
3. Cancellation. The Customer reserves all rights that it may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511, as amended.
4. 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.
5. 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 the District shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contact, but only as an emergency fiscal measure. The District represents that at the time of execution of this Agreement, it has available sufficient funding to cover all costs and fees associated with the Services and the Agreement.
6. 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.

7. Compliance with Governing Board Policies and Procedures. Company shall comply with applicable Governing Board policies including the requirements of A.R.S. § 15-512(H) regarding the fingerprinting of its employees, subcontractors and vendors who are likely to have unsupervised contact with pupils as determined by the District, in its sole and absolute discretion.
8. Indemnification (replacing paragraph 14.4). To the extent allowed by law, Company agrees to indemnify and hold harmless the District from all injuries to persons or property caused by acts or omissions of Company constituting negligence or intentional misconduct and arising directly out of Company's activities under this Agreement. To the extent allowed by law, the District agrees to indemnify and hold harmless Company from all injuries to persons or property caused by acts or omissions of the District constituting negligence or intentional misconduct and arising directly out of the District'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 Agreement and remain in effect.
9. No Boycott of Israel. 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.
10. No Forced Labor of Ethnic Uyghurs. To the extent A.R.S. § 35-394 is applicable, the Parties hereby certify they do 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.
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.

**OSBORN ELEMENTARY SCHOOL**

**DISTRICT No. 8**

**EDBLOX, INC.**

Dr. Michael Robert

Name: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Superintendent

Title: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**OSBORN SCHOOL DISTRICT NO. 8**

**July 9, 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-4**

**Agenda Item**

**Approval of the Memorandum of Understanding between Excel Soccer Academy and the Osborn School District for the 2024- 2025 SY**

For Board:  Action       Discussion       Information

**Background –**

Excel Soccer Academy has been in the Osborn School District since 2012. Many kids from the Osborn School District have played and still play at Excel Soccer Academy. This agreement will provide free sessions of soccer skills development and play at four of Osborn district schools. Sessions will run during Fall, Winter and Spring of our 21st Century Afterschool programs at each site. Excel will provide coaches and needed equipment for students. Students will have the opportunity to develop soccer skills and practice teamwork skills in a positive and inclusive environment.

**Legal**

**Financial**

Sessions will be provided in-kind by Excel Soccer Academy

**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 Excel Soccer Academy and Osborn School District

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

# MEMORANDUM OF UNDERSTANDING

August 1, 2024 through July 31, 2025

Between Excel Soccer Academy/Arizona Soccer Association and Osborn School District



Osborn School District hereinafter referred to as the “District” and Excel Soccer Academy/Arizona Soccer Association agree to a collaborative approach to supporting student health and well-being.

## **(Organization description, offerings, services and goals/objectives)**

The Excel Soccer Academy/Arizona Soccer Association after-school soccer program will introduce grass roots soccer to four elementary schools in the Osborn School District. We are excited to provide a fun and engaging environment where students can develop their soccer skills, foster teamwork, and cultivate a love for the game. Our dedicated coaching staff is committed to creating a positive and inclusive experience for every participant.

**This MOU is effective from August 1, 2024, through July 31, 2025.**

## **Excel Soccer Academy/Arizona Soccer Association will:**

Provide students with an after-school soccer program. There will be two six-week sessions in the fall and two six-week sessions in the spring.

1. Ensure staff working with students obtain/retain up-to-date fingerprint clearance cards and have submitted to a background check administered by the **Excel Soccer Academy/Arizona Soccer Association**.
2. Add Osborn School District as additional insured on the Excel Soccer Academy liability insurance policy. Volunteers/coaches are covered under Excel Soccer Academy general liability insurance.
3. Be responsible for obtaining signed liability waivers and permission slips from all participants’ families/guardians and providing copies to Osborn 21st CCLC District Coordinator to keep on file.
4. Require that students wear the appropriate safety equipment, including shin guards, soft cleats or tennis shoes, face protection, if needed, and goalie gear.
5. Communicate with Osborn 21st CCLC regarding any program changes, including staff, schedules, and students.

# **MEMORANDUM OF UNDERSTANDING**

**August 1, 2024 through July 31, 2025**

**Between Excel Soccer Academy/Arizona Soccer Association and Osborn School District**

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:**

1. Provide the physical facilities for the collaboration with maintenance and janitorial support.
2. Promote the program through 21st CCLC site coordinators and related 21st CCLC communication to the community.
3. Provide for any additional safety equipment needs as reasonably necessary to participate in the 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.

# **MEMORANDUM OF UNDERSTANDING**

**August 1, 2024 through July 31, 2025**

**Between Excel Soccer Academy/Arizona Soccer Association and Osborn School District**

**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”) 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.

# MEMORANDUM OF UNDERSTANDING

August 1, 2024 through July 31, 2025

Between Excel Soccer Academy/Arizona Soccer Association and Osborn School District

## 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.

## 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 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

**MEMORANDUM OF UNDERSTANDING**

**August 1, 2024 through July 31, 2025**

**Between Excel Soccer Academy/Arizona Soccer Association and Osborn School District**

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.

**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.

**Excel Soccer Academy:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Osborn School District:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**OSBORN SCHOOL DISTRICT NO. 8**

**July 9, 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-5**

**Agenda Item**

**Renewal of Memorandum of Understanding with Hands on Greater Phoenix Your Experience Counts Program for 2024-2025.**

For Board:  Action       Discussion       Information

**Background –**

Osborn School District, in collaboration with the Hands-on Greater Phoenix (HGP)/Your Experience Counts (YEC), will recruit and coordinate community volunteers for Osborn schools during the 2024-2025 school year. This is a continuation of the partnership between Osborn and Hands-On Greater Phoenix. YEC is a program where adults provide academic support to students, under the direction of classroom teachers. Support from a well-trained volunteer is primarily focused in grades 1-3 in literacy and 4-6 in math and science. In addition to a rigorous background check process, volunteer training through HGP will include academic content knowledge, strategies, testing and school-related laws including supervision, confidentiality, and Mandatory Reporting. YEC volunteers will also have professional development and may provide STEAM resources and lesson plans to participating teachers through YEC’s lending program: Ozobots, VEX-IQ Robotics, Makey Makey, Forensic Investigation Lab, K’Nex Renewable Energy, and BrickLab Architecture.

**Legal**

**Financial**

Sessions will be provided in-kind by Excel Soccer Academy

**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 Hands-on Greater Phoenix and Osborn School District for the 2024-2025 school year

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**2024-2025**  
**MEMORANDUM OF UNDERSTANDING**  
**Your Experience Counts**

**Parties:**

HandsOn Greater Phoenix, an Arizona nonprofit organization (HGP)

Osborn School District (OSD)

**Purpose:**

HGP and OSD, through this Memorandum of Understanding, confirm that they have agreed to collaborate on a program known as Your Experience Counts (YEC). YEC is a program where adults provide academic support to students, under the direction of classroom teachers. Support is primarily focused in grades K-3 in literacy and 4-6 in math and science. The areas of responsibility of HGP and OSD are as follows:

**HandsOn Greater Phoenix agrees to:**

- Recruit, interview and select volunteers with the knowledge and skills needed to fulfill the responsibilities of this role, which is referred to as a YEC volunteer.
- Complete and monitor background checks on YEC volunteers prior to their placement in Osborn School District using the Level 3 screening process of Sterling Volunteers.
- Communicate to YEC volunteers the prerequisites to reporting to their volunteer assignment in an Osborn school:
  - The YEC volunteer's completion of the Community Volunteer Training Module and subsequent quiz.
  - The YEC volunteer's submission of the Community Volunteer Application Osborn HR department.
- Train YEC volunteers in academic content, strategies, testing and school-related laws including supervision, confidentiality, and Mandatory Reporting.
- Provide STEAM resources and lesson plans to participating teachers through YEC's lending program: Ozobots, VEX-IQ Robotics, Makey Makey, Forensic Investigation Lab, K'Nex Renewable Energy, and BrickLab Architecture.
- Provide program fiscal administration, fundraising, and program oversight, which includes classroom site visits to observe volunteer interactions and model best practices.
- Communicate regularly, as needed, with Osborn School District representative.
- Submit current certificate of \$1 million liability insurance policy.
- Provide annual report detailing results for the school year
- 

**The Osborn School District agrees to:**

- Recruit classroom teachers willing to host YEC volunteers.
- Help HGP with volunteer recruitment by providing access to existing community contacts and forums.
- Provide access to district training resources for YEC volunteers.

- Provide access to de-identified, aggregate, empirical student data results for program evaluation.
- Provide HGP access to interoffice mail or email distribution for the purpose sending program evaluations to teachers and principals.
- Provide HGP with the opportunity to take promotional photos of YEC volunteer/student interactions. (HGP will ensure student photo release is on file.)
- Share additional opportunities for academic support such as summer school or after-school programming, in which currently active Osborn YEC volunteers may choose to serve.
- Communicate regularly with YEC supervisor to support volunteer and program success.

## **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:** HGP 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 places located within the City of Phoenix.

**1.3 DRUG-FREE WORKPLACE:** HGP 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:** HGP 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. HGP, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. §41-4401, compliance with all federal immigration laws 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. HGP shall ensure that all school-based HGP Staff meet all state and federal requirements for working with students.

**1.5 CANCELLATION.** This Agreement may be cancelled by either party for conflict of interest pursuant to Ariz. Rev. Stat. § 38-511, as amended.

**1.6 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.

**1.7 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 or the United States District Court, District of Arizona.

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

**1.9 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.

**1.10 NO FORCED LABOR OF ETHNIC UYGHURS.** To the extent A.R.S. § 35-394 is applicable, HGP 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.

## **2. LICENSES AND PERMITS:**

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

## **3. INDEMNIFICATION:**

Each Party hereby agrees to defend, indemnify and hold the other Party harmless from any and all liabilities, claims, expenses, damages, judgments, and other costs and expenses in connection with the representations and warranties made herein and any and all liabilities or obligations of any kind or nature whatsoever, whether accrued, absolute, contingent or otherwise, known or unknown, based on, arising out of, or relating to this Agreement both to the fullest extent allowed by law. 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 Agreement and remain in effect.

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 for 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 agent, 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 HGP is the owner of all right, title, and interest in and to all HGP trademarks, logos, and names ("HGP Property"). Any use of the HGP Property by District requires the written approval of HGP. HGP recognizes that District is the owner of all right, title, and interest in and to all District trademarks, logos, and names ("District Property"). Any use of the District Property by HGP requires the written approval of District.

#### **6. CONFIDENTIALITY:**

Each party is the owner of certain information that it deems to be confidential and proprietary in nature ("Confidential Information"). For purposes of this 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 this 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, 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 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.

**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.

**Timeframe:**

This MOU will commence on August 7, 2024 and will dissolve at the end of the 2024-2025 school year, June 30, 2025.

This Memorandum of Understanding is the complete agreement between **HandsOn Greater Phoenix** and **The Osborn School District** and may be amended only by written agreement signed by each of the parties involved.

Signatories must be officially authorized to sign on behalf of the agency and include title and agency name.

**HandsOn Greater Phoenix**

Authorized Official:

_____	<u>Rhonda K. Oliver, President</u>	_____
Signature	Printed Name and Title	Date

Address: 1125 E. Southern Ave. Ste. 200  
Mesa, AZ 85204  
Telephone(s): 602 973 2212  
E-Mail Address: rhonda@handsonphoenix.org

**Osborn School District**

Authorized Official:

_____	<u>Dr. Michael Robert, Superintendent</u>	_____
Signature	Printed Name and Title	Date

Address: 1226 West Osborn Road,  
Phoenix, Arizona, 85013

Telephone(s): 602 707 2002

E-Mail Address: [mrobert@osbornsd.org](mailto:mrobert@osbornsd.org)

OSBORN SCHOOL DISTRICT NO. 8

July 9, 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**

**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**

<b>Product Type</b>	<b>Product Name (Vendor)</b>	<b>Sole Source Letter</b>	<b>Other Notes</b>	<b>Anticipated Total</b>
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, Student Print Materials	1/12/2022	GreatMinds Sole Source Letter	\$82,000.00
Online Software	Renaissance suite - DNA, educlimber, fastbridge, illuminate	6/13/2023	Renaissance sole source letter	\$60,000.00
Online Software	iStation	1/7/2020	iStaton Sole Source Letter	\$20,000.00
Online Software	IXL	9/24/2020	IXL Learning Sole Source Letter	\$21,000.00
Online Software	Lexia(lexia Learning Systems)	1/1/2020	Lexia Sole Source Letter	\$55,000.00
Student Support Materials	LLI Kits & Supporting Materials (Heineman)	1/13/2023	Heineman Sole Source Letter	\$5,000.00
Development/ Teacher Support, Student Support Materials	Loving Guidance / Conscious Discipline	5/16/2023	Loving Guidance / Conscious Discipline Sole Source Letter	\$30,000.00
Professional Development /Teacher Support	NIET	6/5/2020	NIET Sole Source Letter	\$82,000.00
Online Software, student support materials	Open Up	2/23/2015	Open Up Sole Source Letter	\$15,000.00
Student Support Materials	Scholastic	5/12/2020	Scholastic Sole Source letter	\$5,000.00
Online Software	Second Step	1/4/2023	Second Step Sole Source Letter aka Committee for Children	\$12,000.00
Online Software	ST Math (Mind Research) now Mind Education	6/12/2023	Mind Education Sole Source Letter	\$22,000.00
Teacher/Student Support Materials	Thinking Maps	6/12/2023	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	3/9/2021	crisis prevention institute sole source letter	\$18,000.00
Student Support Materials	Fountas & Pinnell Benchmark Assesment System (Heineman)	1/13/2023	Heineman Sole Source Letter	\$5,000.00

**Sole Source 24-25**

Online Software	Pearson(online gifted testing)	11/28/2018	Pearson Training Sole Source letter	\$13,500.00
Teacher/Student Support	SIPPS/ Center For The Collaborative Classroom	6/9/2023	Center For the Collaborative Sole Source Letter	\$10,000.00
Teacher Student Support	STAR	1/1/2023	STAR Autism Support Sole Source Letter	\$10,000.00
online software	Nearpod	1/1/2023	Nearpod Sole Source Letter	\$17,000.00
Student Support Materials	Houghton Mifflin Harcourt	6/21/2023	HMH Sole Source Letter	\$20,000.00



55 Washington Street, Suite 800  
Brooklyn, NY 11201-1071  
T: 800.886.9126 F: 646.403.4700  
[www.amplify.com](http://www.amplify.com)

July 15, 2020

Ms. Jill Crossley  
1226 W Osborn Rd  
Phoenix, Arizona 85013

**RE: Sole Source Information – Amplify Science™**

Dear Ms. Jill Crossley

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.

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.

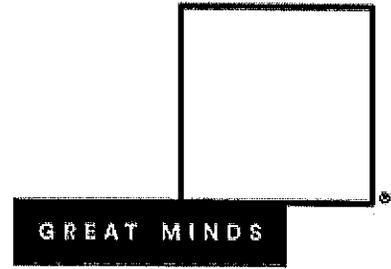
Father Flanagan's Boys' Home is a sole source provider of these services.

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



SOLE SOURCE LETTER

February 20, 2020

This letter confirms that Great Minds PBC and its affiliates (collectively referred to as “Great Minds”) is the sole source provider of curriculum materials known as *Eureka Math*<sup>®</sup> in all formats, including digital, and translations, including 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*<sup>®</sup> curriculum.

Camelot Print and Copy Centers is the official printer for *Eureka Math*<sup>®</sup> Homework Helpers.

Any questions should be directed to [sales@greatminds.org](mailto:sales@greatminds.org).

Sincerely,

A handwritten signature in cursive script, appearing to read "Lynne Munson".

Lynne Munson  
President and CEO

GREAT MINDS PBC

55 M STREET SE, SUITE 340 P: 202 223 1854 GREATMINDS.ORG  
WASHINGTON, D.C. 20003 F: 202 449 2504

# RENAISSANCE®

6/13/2023

Osborn School District  
1226 W Osborn Rd  
Phoenix, AZ 85013-3618

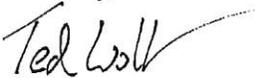
RE: Sole Source letter for Renaissance products

In compliance with state procurement requirements for sole source purchases, we submit this letter as justification to waive the bid process and purchase the below products from the sole provider, Renaissance Learning, Inc.® This letter confirms that Renaissance, located at 2911 Peach Street, Wisconsin Rapids, Wisconsin, is the sole-source provider who exclusively creates, sells, and distributes the following products and associated materials:

- Accelerated Reader®
- DnA
- eduCLIMBER
- FastBridge
- Freckle™ (Freckle Math, Freckle ELA, Freckle Science, Freckle Social Studies)
- Lalilo
- myIGDIs™ for Preschool (Early Literacy, Early Numeracy, and ProLADR)
- myON and myON News®
- Nearpod
- SchoolCity
- Schoolzilla®
- Star 360/Star Assessments suite (Star Early Literacy, Star Reading, Star Math, Star CBM Reading, Star CBM Math, Star CBM Lectura, Star Custom, and Star Spanish)
- Star CBM (Star CBM Reading, Star CBM Math, and Star CBM Lectura)
- Star Early Literacy®
- Star Reading®
- Star Math®
- Star Custom®
- Star Phonics

Our software solutions provide unique features no other competing products can offer. Renaissance holds all copyright, patent, trademark, and other intellectual property rights to the above products. We do not sell our products through distributors or third-parties. We consider this letter to be the required justification to provide schools Renaissance products in compliance with state procurement regulations. If you have any questions, or need additional information, please e-mail [askproposals@renaissance.com](mailto:askproposals@renaissance.com) or call (800) 338-4204.

Sincerely,



Ted Wolf, Vice President, Global Controller



2000 Campbell Center II  
8150 North Central Expressway  
Suite 2000  
Dallas, Texas 75206  
Office: 214.237.9300  
Toll Free: 866.883.7323  
Fax: 214.291.5534  
[www.istation.com](http://www.istation.com)

SALES DEPARTMENT

January 7, 2020

To Whom It May Concern:

The Imagination Station, Inc. dba Istation, is the copyright holder for the following computer delivered Istation products: the Istation reading assessments known as "ISIP Early Reading", "ISIP Advanced Reading", "ISIP Español", "ISIP Math"; and the Istation Reading Program, Istation Math and Istation Reading en Español including teacher directed resources (Copyright 1998-2019). These computer based education assessments and reading 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, story lines and reading "best practices" scope and sequence 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. There is no other product that delivers the same benefits to children and teachers as these Istation products.

The Istation Reading Program is a unique interactive reading intervention program for at-risk and ESL students that individualizes instruction for each child. Based on "best practices", it teaches children all of the skills required to become a fluent reader, 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 the Istation products do. The Istation reading program has been developed to take a non-reader that doesn't know an A from a Z and teach them to read 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, 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 preclude competition for these products.

Sincerely,

Monika Flood  
Chief Financial Officer



June 13, 2023

To Whom It May Concern:

This letter is to confirm that IXL as well as all of its associated components is a single source product, sold by IXL Learning of San Mateo, California. No other company makes a similar or competing product. This program must be purchased directly by institutions from IXL Learning. There are no agents or dealers authorized to represent this product.

IXL is the leading online program for mathematics, language arts, science, and social studies. The program features unlimited, algorithmically generated questions in thousands of topics, as well as insightful reporting and data analysis through IXL Analytics. It is available at the published price of \$299.00 for a single subject per classroom of 25 or fewer students, which includes student access from school, home, or any other Internet-enabled location. Discounts are available when purchasing multiple subjects, or for schools and districts ordering site licenses. These prices are in effect for 30 days from the date of this letter.

If you desire additional information, please contact IXL at 855-255-8800 or visit our website at [www.ixl.com](http://www.ixl.com).

Thank you for your interest in IXL.

Sincerely,

*Carah Dawkins*

Account Manager

January 1, 2020

To Whom It May Concern:

This letter will confirm that Lexia Learning Systems LLC is the sole developer, publisher, copyright holder, and patent holder for certain technology (US Patent No. 9,299,266\*), and therefore the sole source, of the reading software programs entitled: *Lexia Reading*<sup>®</sup> (copyright 2007-2020), *Lexia Strategies*<sup>®</sup> (copyright 2012-2020), *Lexia Reading Core5*<sup>®\*</sup> (copyright 2012-2020), *Lexia PowerUp*<sup>®</sup> (copyright 200), and *Lexia RAPID Assessment*<sup>®</sup> (copyright 2015-2020).

For information regarding the license and service terms for the Lexia programs, please see:

The Lexia Application License Agreement, which can be found here:  
<https://www.lexialearning.com/privacy/eula>

The Lexia Application Data Privacy Policy, which can be found here:  
<http://www.lexialearning.com/privacypolicy/index.html>

The Lexia Student Records Privacy Statement and Security Plan, which can be found here:  
<https://www.lexialearning.com/privacy/student-records-privacy-statement-security-plan>

Lexia Learning Systems LLC is the sole authorized representative providing Lexia products and services for the State of Arizona.

Sincerely,



President  
Lexia Learning Systems LLC

May 16, 2023

Loving Guidance, LLC, dba Conscious Discipline, exclusively holds the copyrights and serves as the sole authority, provider, and distributor of all on site training workshops conducted by our Loving Guidance Master and Certified Instructors and the following products:

### **Books**

Conscious Discipline: 7 Basic Skills for Brain Smart Classroom Management  
The NEW Conscious Discipline Book-expanded and updated.  
Conscious Discipline: Formando Aulas Resilientes  
Creating the School Family: Bully-Proofing Classrooms Through Emotional Intelligence Easy to Love, Difficult to Discipline (Audio version only) Eduquelos con Amor  
Rituales Amorosos  
Baby Doll Circle Time  
El Circulo de los Bebes  
I Can Calm  
When I Feel  
Managing Emotional Mayhem: The Five Steps for Self-Regulation  
There's Got to Be a Better Way: Discipline That Works  
Shubert's Big Voice (English and Spanish)  
Shubert's Helpful Day (English and Spanish)  
Shubert is a S.T.A.R. (English and Spanish)  
Shubert's See's the Best (English and Spanish)  
Shubert's Choice (English and Spanish)  
Shubert Rants and Raves (English and Spanish)  
Shubert's New Friend (English and Spanish)  
Sophie Makes a Choice (English and Spanish)  
Sophie Rants and Raves (English and Spanish)  
Sophie is a S.T.A.R. (English and Spanish)  
Sophie's Helpful Day (English and Spanish)  
Sophie Wants a Turn (English and Spanish)  
Sophie's Big Voice (English and Spanish)  
Sophie's New Sibling (English and Spanish)  
Helping My Feeling Buddies  
Ayudando a mis Feeling Buddies  
Fill-In Routine Book  
Parent Education Curriculum  
Our Time Together - Home Visit Routine Book  
e-Course Participant Handbook  
The Feeling is Bright: Self-Regulation through Rhythm and Rhyme

### **Music: Digital Downloads**

Listen to Your Feelings  
Songs for I Love You Rituals Vol. I  
Songs for I Love You Rituals Vol. II  
The Feeling is Bright: Self-Regulation through Rhythm and Rhyme Digital Music

## Teaching Tools

Active Calming Center  
Bailey Bear  
Brain Smart Choice Cubes for Connection and Calming  
Brain State Poster Set  
Calming Pillow Set  
Conflict Resolution Time Machine  
Conscious Discipline Seven Skills Pencil  
Conscious Discipline Skills on a String  
Conflict Resolution Time Machine Desktop Mat  
Feeling Faces Sticker Sheets  
Greeting Apron  
I Am Safe Breathing Cards  
I Am Upset Smock  
I Choose Self-Control Board  
I Love You Ritual Poster Set  
I Love You Ritual Skills on a String  
I Love You Ritual Changing Table Poster Set  
Kindness Tree  
Routine & Responsibility Cards  
Safe Place Mat  
Safe Place Poster Set  
School Family Job Set & Replacement Cards  
Seven Skills Poster Set  
S.T.A.R. Breathing Tool  
S.T.A.R. Hot/ Cold Pack  
Stress S.T.A.R.  
365 Days of Conscious Discipline" Perpetual Flip Calendar Wish Well Board

## E-courses

Powers of Resilience: Social Emotional Learning for Adults  
Building Resiliency in Uncertain Times, Virtual  
Site License - Building Resiliency in Uncertain Times, Virtual (Level 1,2 & 3)  
Conscious Discipline" Building Resilient Schools & Families  
Site License - Conscious Discipline Building Resilient Schools & Families (Level 1, 2 & 3) Premium Toolkit (one-year subscription)  
Start Strong: SEL Foundations and Resiliency in Infants and Toddlers  
Site License - Start Strong: SEL Foundations and Resiliency in Infants and Toddlers (Level 1, 2 & 3) Understanding Trauma - 3 Part Webinar  
E-Course Media Flash Drive  
Handling Upset: The Adult-First Mindset Shift - Individual and site license Level 1, 2, 3 & 4  
Powers of Resilience - SEL for Adults - (Individual and site license Level 1, 2, 3 & 4).

## Packs

Home Edition: Feeling Buddies for Families Toolkit  
I Love You Ritual Pack  
I Love You Rituals Music Pack  
I Love You Ritual Deluxe Pack  
Shubert Pack  
Sophie's Super Splendid Box of Books  
La Gran Caja de Libros de Sophie  
Music pack  
El Circulo de los Bebes Paquete  
Baby doll circle time pack  
Feeling Buddy Self-Regulation Toolkit  
- Classroom Edition (English and Spanish)  
I Love You Ritual Digital Pack  
Basic Parent Education Pack  
Standard Parent Education Pack  
Premium Parent Education Pack  
School Family™ Deluxe Pack  
Self-Regulation Pack  
Conscious Discipline Pencil Packs (50)  
Feeling Face Stickers (Pack of 12)  
One (1) dozen Stress Stars  
Conscious Discipline 7 Skills Wristbands (35 pack)  
Basic Feeling Buddy Toolkit  
- Classroom Edition  
The Feeling is Bright: Self-Regulation through Rhythm and Rhyme pack.  
Mini Feeling Buddies with Book (English, Spanish)

If we can be of any further assistance, please contact Customer Care at 407-366-0233 or [CustomerCare@consciousdiscipline.com](mailto:CustomerCare@consciousdiscipline.com). Please see our terms of use on our website, [ConsciousDiscipline.com](http://ConsciousDiscipline.com).



NATIONAL INSTITUTE FOR  
EXCELLENCE IN TEACHING

April 14, 2023

To Whom It May Concern:

The National Institute for Excellence in Teaching (NIET) manages and operates copyrighted trainings and support for the NIET School Improvement Solutions model, TAP™: The System for Teacher and Student Advancement, and Educator Effectiveness Best Practices. NIET serves as the sole source provider or authorizer for all School Improvement Solutions model based trainings, TAP System trainings, Educator Effectiveness Best Practices trainings, and the Aspiring Teacher Rubric.

In addition, NIET is the developer, sole source provider, and has exclusive capabilities for the NIET Training Portal and Educator Effectiveness Best Practices Portal (collectively known as the Educator Effectiveness Preparation and Support System, or EE PASS) and the NIET Portal for Raising Educator Preparation (NIET PREP). These training resources are specifically for schools that are implementing NIET's model of School Improvement Solutions, the TAP System or NIET's Educator Effectiveness Best Practices and have licensed agreements to use the NIET Teaching Standards and/or NIET's Evaluation System. This provision includes copyrighted trainings, materials and tools that were developed solely for the use by schools implementing School Improvement Solutions, TAP System or Educator Effectiveness Best Practices, the NIET Teaching Standards or the NIET Evaluation System.

For more information, please contact NIET at [info@niet.org](mailto:info@niet.org).

Sincerely,

A handwritten signature in black ink that reads "Joshua H. Barnett". The signature is written in a cursive style with a large, stylized initial "J".

Dr. Josh Barnett | Chief Executive Officer  
NIET | National Institute for Excellence in Teaching  
7333 East Doubletree Ranch Road | Scottsdale, AZ 85258



**OPEN-UP**  
resources™

Open Up Resources  
1600 El Camino Real, Suite 155  
Menlo Park, CA 94025

Federal TIN - 47-324063  
Organized - February 23, 2015

To Whom It May Concern,

Open Up Resources is a 501(c)(3) not-for-profit corporation developing the highest quality full-course curricula available to K–12 districts. We are the sole source provider of the math kits and the printed curriculum with the following ISBNs/Product Codes for the state of Arizona

<i>Open Up Resources 6-8 Math</i>	Item #
OUR MATH G6 SDNT COURSE: Printed and Bound Student Edition, Units 1–9	9781643112824
OUR MATH G7 SDNT COURSE: Printed and Bound Student Edition, Units 1–9	9781643112831
OUR MATH G8 SDNT COURSE: Printed and Bound Student Edition, Units 1–9	9781643112848
OUR MATH G6 TCHR COURSE <sup>™</sup> : Printed and Bound Units 1–9 + Teacher Course Guide	9781643113012
OUR MATH G7 TCHR COURSE <sup>™</sup> : Printed and Bound Units 1–9 + Teacher Course Guide	9781643113029
OUR MATH G8 TCHR COURSE <sup>™</sup> : Printed and Bound Units 1–9 + Teacher Course Guide	9781643113036

<i>Open Up Resources 6-8 Math Consumable and Non-Consumable Math Kits</i>	Item #
OUR MATH KIT G6 CONSUM: Consumable materials for Open Up Resources Gr. 6	OURMSKITG6C
OUR MATH KIT G6 NON-CONSUM: Non-consumable materials for Open Up Resources Gr. 6	OURMSKITG6NC
OUR MATH KIT G7 CONSUM: Consumable materials for Open Up Resources Gr. 7	OURMSKITG7C
OUR MATH KIT G7 NON-CONSUM: Non-consumable materials for Open Up Resources Gr. 7	OURMSKITG7NC
OUR MATH KIT G8 CONSUM: Consumable materials for Open Up Resources Gr. 8	OURMSKITG8C
OUR MATH KIT G8 NON-CONSUM: Non-consumable materials for Open Up Resources Gr. 8	OURMSKITG8NC

<i>Open Up Resources 6-8 Math Spanish Editions</i>	Item #
OUR MATH G6 SP SDNT COURSE: Printed and Bound Student Edition, Units 1–9	9781643113043
OUR MATH G7 SP SDNT COURSE: Printed and Bound Student Edition, Units 1–9	9781643113050
OUR MATH G8 SP SDNT COURSE: Printed and Bound Student Edition, Units 1–9	9781643113067
OUR MATH G6 SP TCHR COURSE: Printed and Bound Units 1–9 + Teacher Course Guide	9781643113012
OUR MATH G7 SP TCHR COURSE: Printed and Bound Units 1–9 + Teacher Course Guide	9781643113029
OUR MATH G8 SP TCHR COURSE: Printed and Bound Units 1–9 + Teacher Course Guide	9781643113036

If you desire additional information, don't hesitate to contact me at 800-460-9216 at any time. Thank you for your interest in our products and services.

Sincerely,

Jessica Reid Sliwerski | Chief Executive Officer



## SOLE SOURCE

Scholastic Inc. owns copyright in, and is the sole source publisher of, the following Scholastic programs.

Instructional Reading Programs, e-Books, Writing Programs, Early Childhood Programs, Assessment, Technology, FACE, and Related Professional Development Services	
7 Strengths Libraries	Nell K. Duke Information in Action™
Big Book Collections (with Teaching Guide)	New Connections® to English
Big Book Unit (with Audio and Teaching Guide)	*The Next Generation Science Standards Collections™
Big Book Unit (with Teaching Guide)	Next Step Guided Reading Assessment
BookFlix® 2.0	On the Record™
Byron V. Garrett Social Emotional Learning Collection	Phyllis C. Hunter Classroom Library
C3 Framework for Social Studies	Read and Rise®
Common Core State Standards ELA Collections	Ready-To-Go Classroom Libraries
Comprehension Clubs	Ready-To-Go 2 Classroom Libraries
Core Clicks®	Ready-To-Go 2 Classroom Libraries
Core Knowledge Libraries	Rising Voices Library
Cozy Corner	RISE/RISE Up
Culturally Responsive Collections	Scholastic CLASS!
Dr. Karen Mapp Presents Scholastic Literacy Events	Scholastic Classroom Magazines (Multiple Titles)
Dr. Karen Mapp's Family Engagement Workshop Series	Scholastic Early Learning Library Bundle
EduPace™	Scholastic EDGE
Everyday Literacy	Scholastic Family and Community Engagement™
FACE Literacy Initiative	Scholastic F.I.R.S.T.™
Fact Room	Scholastic Learning Supports Pathway
Four Pillars Classroom Library	Scholastic Leveled Bookroom 4.0 and 5.0
Grab and Go Book Packs	Scholastic Literacy™
Guided Reading Content Areas, 2nd Edition	Scholastic Literacy Partnerships™
Guided Reading en español, 2nd Edition	Scholastic Literacy Pro®
Guided Reading Fiction Focus, 2nd Edition	Scholastic Powered by BellXcel
Guided Reading Implementation DVD and Guide	Scholastic Presents LitCamp
Guided Reading Lecturas Cortas	Scholastic Presents LitCamp at Home
Guided Reading Level Packs A to Z	Scholastic Presents LitLeague
Guided Reading Level Packs A to Z II	Scholastic Professional Learning Services
Guided Reading Leveled Libraries with Guide	Scholastic R.E.A.L.
Guided Reading Nonfiction Focus, 2nd Edition	Scholastic Text Sets
Guided Reading Short Reads: Fiction and Nonfiction Editions	Scholastic W.O.R.D.™
Guided Reading Short Reads: Our World	Scholastic WriteBoard™
Guided Reading Short Reads Digital	School Readiness Kits
Guided Reading Text Types, 2nd Edition	STAAR™ Collection
ID voice: vision: identity™	Storia® School Edition
Investigators	Trait Tracker™
Laura Robb Classroom Library for Guided Independent Reading	Traits Writing™
Lexile® Collections	Ultimate Read-Aloud Resource Collection
Leveled Math Readers	Watch & Learn Library™
My Books Summer	
My Books Every Day	

For more information or assistance, please email us at [rfp-scholastic@scholastic.com](mailto:rfp-scholastic@scholastic.com).

\*Next Generation Science Standards is a registered trademark of Achieve. Neither Achieve nor the lead states and partners that developed the Next Generation Science Standards was involved in the production of, and does not endorse, this product.

Date: Jan 4, 2023  
Re: Sole Source Vendor Status

To Whom It May Concern:

Thank you for your interest in Committee for Children's education materials for early learning thru 8th grade.

This is to assure that Committee for Children is the sole provider of its published materials, including:

Second Step  
Bullying Prevention Unit  
Child Protection Unit  
Mind Yeti  
Out of School Time  
SEL for Adults

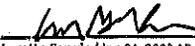
In addition, video and training materials which are components to the published materials are sold only by Committee for Children.

Committee for Children's tax ID number is 91-1188127.

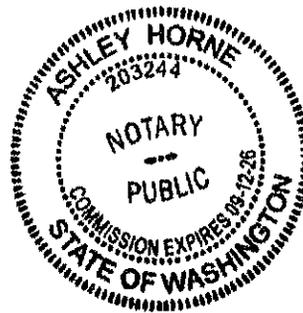
Thank you again for your commitment to prevention education.

Loretta Corwin

Loretta Corwin

Signature:   
Loretta Corwin (Jan 31, 2023 15:23 PST)

Email: lcorwin@cfchildren.org



cfchildren.org  
P: 800-634-4449  
F: 206-438-6765

2815 Second Avenue  
Suite 400  
Seattle, WA 98121

Grow Kinder™



5281 California Avenue, Suite 300  
Irvine, California 92617

*MIND Education is a nonprofit, social benefit organization that is exempt under section 501(c)(3) of the Internal Revenue Code, EIN 33-0798804.*

949.345.8700

Toll Free: 888.751.5443

Fax: 949.572.2680

info@mindeducation.org  
mindeducation.org

### Sole Source Affidavit

To Whom it May Concern:

This letter is to confirm that the MIND Education is the only authorized seller for our curriculum product: ST Math K-8, ST Math Early Learning (Pre-Kindergarten and Transitional Kindergarten) and that the MIND Institute is the sole source and publisher of the curriculum product: ST Math K-8, ST Math Early Learning (Pre-Kindergarten and Transitional Kindergarten). These products consist of mathematics software programs, and mathematics curriculum materials.

Additionally, the methodology of training through visual reasoning environments and games is proprietary and protected by various patents (listed below).

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](http://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



# THINKING MAPS®

2023

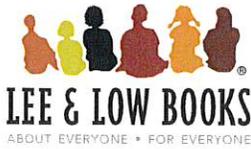
To Whom It May Concern:

Thinking Maps, Inc. is the sole source and exclusive producer/distributor of the following publications and materials:

<u>Thinking Maps®: A Language for Learning</u>	<u>Write from the Beginning...and Beyond</u> <u>Setting the Stage</u>	<u>Write from the Beginning...and Beyond</u> <u>Response to Text Trainer's Guide</u>
<u>Thinking Maps®: A Language for</u> <u>Learning Trainer's Guide</u>	<u>Write from the Beginning...and Beyond</u> <u>Setting the Stage Trainer's Guide</u>	<u>Write from the Beginning...and Beyond</u> <u>12</u>
<u>Thinking Maps®: Tools for Learning</u>	<u>Write from the Beginning...and Beyond</u> <u>Narrative</u>	<u>Write from the Beginning...and Beyond</u> <u>9-12 Trainer's Guide</u>
<u>Thinking Maps®: Training of Trainers</u> <u>Resource Manual</u>	<u>Write from the Beginning...and Beyond</u> <u>Narrative Trainer's Guide</u>	<u>Thinking Maps®: A Language for</u> <u>Leadership, 2<sup>nd</sup> Ed.</u>
<u>Draw Your Thinking</u>	<u>Write from the Beginning...and Beyond</u> <u>Response to Literature</u>	<u>Thinking Maps®: Path to Proficiency for</u> <u>English Language Learners</u>
<u>Show Your Thinking</u>	<u>Write from the Beginning...and Beyond</u> <u>Response to Literature Trainer's Guide</u>	<u>Thinking Maps®: Path to Proficiency for</u> <u>English Language Learners Facilitator's</u> <u>Guide</u>
<u>Map Your Thinking</u>	<u>Write from the Beginning...and Beyond</u> <u>Expository/Informative</u>	<u>Thinking Maps®: Critical Reading and</u> <u>Writing for PSAT/NMSQT, SAT I, ACT</u> <u>Instructor's Guide</u>
<u>Thinking Maps® Poster Set</u>	<u>Write from the Beginning...and Beyond</u> <u>Expository/Informative Trainer's Guide</u>	<u>Thinking Maps®: Critical Reading and</u> <u>Writing for PSAT/NMSQT Student Guide</u>
<u>Thinking Maps® Cooperative Workspace</u> <u>Desk Maps</u>	<u>Write from the Beginning...and Beyond</u> <u>Argumentative</u>	<u>Thinking Maps®: Critical Reading and</u> <u>Writing for SAT I Student Guide</u>
<u>Thinking Maps® Learning</u> <u>Community</u>	<u>Write from the Beginning...and Beyond</u> <u>Argumentative Trainer's Guide</u>	<u>Thinking Maps®: Critical Reading and</u> <u>Writing for ACT Student Guide</u>
<u>Write From the Beginning: Training of</u> <u>Trainers Guide (2001 Edition)</u>	<u>Write from the Beginning...and Beyond</u> <u>Response to Text</u>	<u>Thinking Maps®: Comprehension</u> <u>Strategies for Constructing Meaning</u>
<u>Analytical Reading and Reasoning, 3<sup>rd</sup> Ed.</u> <u>and Solution Key</u>	<u>Mastering Reading Through Reasoning,</u> <u>2<sup>nd</sup> Ed. and Teacher's Guide</u>	

Thinking Maps, Inc. also owns the copyright to each of the works listed above. Thinking Maps, Inc. full time consultants and Thinking Maps, Inc. approved per diem consultants are the sole source for fee based Professional Development for the aforementioned materials. Please contact our main office at 1-800-243-9169 if you have any questions or concerns regarding this matter.

Sherwin Suddreth  
President



95 MADISON AVENUE  
NEW YORK, NY 10016

phone 212.779.4400  
fax 212.683.1894

general@leeandlow.com

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### **Bebop Books Sole Source Vendor Letter**

To whom it may concern:

This letter will confirm that Bebop Books, an imprint of Lee & Low Books Inc., is the sole source publisher, manufacturer, distributor, and vendor for all Bebop Books titles sold in the United States of America. All books and related products may only be purchased directly through our company.

Purchase Orders may be transmitted to our order department via email at [orders@bebopbooks.com](mailto:orders@bebopbooks.com), via fax at (212) 683-1894, or via US Mail at:

Bebop Books  
95 Madison Avenue, Suite 1205  
New York, NY 10016  
Attn: Order Department

Signed by:  \_\_\_\_\_

Print Name: Craig Low

Title: President

Effective Date: January 1, 2018 thru Present



June 13, 2023

Osborn School District  
Attn: Frances Staron

The Crisis Prevention Institute, Inc. (CPI), is the worldwide leader in evidence-based de-escalation and crisis prevention training. We have extensive experience working in the sectors of education, health care, human services, and retail. CPI has developed unique training programs in these sectors addressing:

- *Verbal Intervention*<sup>™</sup>
- *Nonviolent Crisis Intervention*<sup>®</sup>
- *Nonviolent Crisis Intervention*<sup>®</sup> / *NCI*<sup>™</sup> With Advanced Physical Skills
- *Dementia Capable Care*
- *Prevention First*<sup>™</sup> Online Training, and
- Classroom Culture

In addition, we offer *Nonviolent Crisis Intervention*<sup>®</sup> and *Verbal Intervention*<sup>™</sup> specialty topic programs on trauma, mental health, and autism spectrum disorder.

In each of these training programs, CPI uses unique training materials and methods for which it has obtained copyright and/or trademark protection. Based on our experience and our intellectual property rights in our training materials and methods, we do not believe our training and services are subject to meaningful competitive bidding.

Sincerely,

A handwritten signature in cursive script that reads "John Murray".

John E. Murray  
General Counsel  
Crisis Prevention Institute, Inc.

# Sole Source - Osborn SD

Final Audit Report

2023-06-13

Created:	2023-06-13
By:	Carrie Amaya (camaya@crisisprevention.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAybJYQBs_5PjGCZ2em40djvCqRPdDW6o

## "Sole Source - Osborn SD" History

-  Document created by Carrie Amaya (camaya@crisisprevention.com)  
2023-06-13 - 6:00:43 PM GMT
-  Document emailed to John Murray (jmurray@crisisprevention.com) for signature  
2023-06-13 - 6:01:53 PM GMT
-  Email viewed by John Murray (jmurray@crisisprevention.com)  
2023-06-13 - 6:10:15 PM GMT
-  Document e-signed by John Murray (jmurray@crisisprevention.com)  
Signature Date: 2023-06-13 - 6:10:34 PM GMT - Time Source: server
-  Agreement completed.  
2023-06-13 - 6:10:34 PM GMT



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January 13, 2023

Re: Sole source

This sole source document for this publisher may be listed under the following - Heinemann, Heinemann Publishers, Heinemann Educational Books, Greenwood Publishing dba Heinemann. I certify that Heinemann is the sole source publisher and has exclusive rights and licensing for the products identified as:

LLI System, ORANGE, Grade K, 2nd Ed, Levels A-E, 0-325-06077-0, 978-0-325-06077-4  
Fountas and Pinnell Calculator, 002212, 0-325-01385-3, 978-0-325-01385-5  
Fountas and Pinnell Poster - Alphabet CY17, 0-325-08909-4, 978-0-325-08909-6  
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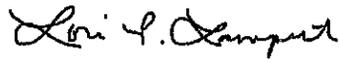
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collaborativeclassroom.org

Friday, June 9th, 2023

To Whom It May Concern:

This is to confirm that the Center for the Collaborative Classroom (CC, formerly Developmental Studies Center) is the sole source for the following materials and associated professional learning:

- *Being a Reader*<sup>™</sup>
- *Being a Writer*<sup>™</sup>
- *Book Clubs*<sup>™</sup>
- *Caring School Community*<sup>®</sup>
- *SIPPS*<sup>®</sup>
- *Learning Letter Names*
- Decodable Books for *SIPPS*
- *Collaborative Coach*

These materials are not available through any other entities.

Although CC is not the sole proprietor of the individual trade book titles in the Individualized Daily Reading Libraries Grades K-5, the *SIPPS* Fluency Practice Library Grades 1–3, and the Hi/Lo Fluency Practice Libraries Grades 4-12, each library is a unique arrangement of privately published books specially chosen by a select group of CC 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 long horizontal flourish extending to the right.

Kelly Stuart  
President and CEO  
Center for the Collaborative Classroom  
Employee Identification Number: 94-2311291

# 2023 Sole Source



January 1, 2023

To Whom It May Concern,

Currently STAR Autism Support INC 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  
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 Parent Training  
STAR Autism Support FACTER Training  
Links Curriculum Hands-on Training  
Links Curriculum Comprehensive Workshop  
DT Essentials Kit  
DT Essentials II  
Sunshine Literacy Kit  
STAR Training DVD Combination (Levels 1, 2, & 3)  
STAR Level 1 Training DVD  
STAR Level 2 Training DVD  
STAR Level 3 Training DVD  
Implementing the Token Board System DVD  
STAR Instructional Apron

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

**Maureen Jones, Office Manager**

**STAR Autism Support  
9905 SW Arctic Drive  
Beaverton, OR 97005**





**Sole Source Letter**

January 1, 2023

To Whom It May Concern:

This letter is to confirm that as of the date on this letter, Nearpod Inc., is the Sole Source for Nearpod and Flocabulary licenses in the state of Arizona. Any other providers who may attempt to quote or sell Nearpod and/or Flocabulary licenses in Arizona are not authorized partners.

If you have any questions about Nearpod software, or require additional information, please email: [vendorforms@nearpod.com](mailto:vendorforms@nearpod.com).

Best regards,

A handwritten signature in black ink, appearing to be 'Jose Carrera', with a long horizontal stroke extending to the right.

Jose Carrera  
CEO  
Office: 305-677-5030



**Houghton  
Mifflin  
Harcourt**

Osborn School District  
1226 W Osborn Rd  
Phoenix AZ 85013

Dear Frances Staron,

Please be advised that Houghton Mifflin Harcourt Publishing Company is the sole source for the materials subject to this request.

Notwithstanding the foregoing, in the event that Houghton Mifflin Harcourt Publishing Company authorizes or uses a distributor or reseller to sell some or all of the products covered by this procurement, no distributor or reseller is authorized to sell the full range of products available from or offered by Houghton Mifflin Harcourt Publishing Company for the procurement. In addition, Houghton Mifflin Harcourt Publishing Company is the only source for complimentary products and/or in-service training or other services where specifically agreed with the district or the state. Houghton Mifflin Harcourt Publishing Company confirms that school, district, and state customers in the United States that purchase our products will receive the catalog wholesale school price that is effective at the time of purchase.

Thank you for your interest in HMH products. If you need additional information please contact me at 800-225-5425, or by email at [k12inquiries@hmhco.com](mailto:k12inquiries@hmhco.com).

Sincerely,

Holly Carr  
**Customer Service**  
**Houghton Mifflin Harcourt**  
255 38<sup>th</sup> Ave.  
St. Charles, IL 60174  
Phone: 800.225.5425  
Fax: 800-269-5232  
[hmhco.com](http://hmhco.com)

**OSBORN SCHOOL DISTRICT NO. 8**

**July 9, 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](mailto:lnye@osbornsd.org) by 12:00pm on Tuesday, 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**

For Information Only

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

OSBORN SCHOOL DISTRICT NO. 8

July 9, 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**

For Board:  Action  Discussion  Information

**Background –**

**Legal**

**Financial**

**Governing Board Goals**

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

**Recommendation**

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

OSBORN SCHOOL DISTRICT NO. 8

July 9, 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

**OSBORN SCHOOL DISTRICT NO. 8**

**July 9, 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**

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

For Board:  Action       Discussion       Information

**Background –**

In accordance with A.R.S. §15-905, the District must prepare a proposed budget which is transmitted electronically to ADE for posting to their Web site at least ten (10) days before the budget is formally adopted. The Governing Board then holds a public hearing to present the proposed budget to the residents of the District. Immediately following the public hearing, the Governing Board calls to order the Governing Board meeting to adopt the budget.. Districts must adopt the budget by July 15, 2024. The adopted budget must be filed with the County School Superintendent and the Superintendent of Public Instruction no later than July 18, 2024.

The 2024/25 budget was proposed at the June 11, 2024 Governing Board meeting and was published on the Arizona Department of Education’s web site on June 27, 2024, along with the Notice of Public Hearing. The documents were also posted on our web site on June 28, 2024. The Truth in Taxation notice was not required this year.

A.R.S. §15-1103 stipulates that districts may use monies from the Insurance Proceeds Fund only after notice and a public hearing. The district has, historically, combined this hearing and approval with the budget adoption.

**Legal**

A.R.S. §15-905

**Financial**

Adopted budget sets forth the budget capacity of District spending in 2024/25.

**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 adopt the 2024/25 expenditure budget and approve the use of insurance proceeds as may be needed during the fiscal year.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**OSBORN SCHOOL DISTRICT  
2024/25 M&O Budget Summary**

	<b>23/24 Final Revised</b>	<b>2024/25 Budget Committee Projections</b>	<b>2024/25 Proposed Budget *with anticipated student growth</b>	<b>Compared to Budget Committee Projections</b>
ADM	2184.776	<b>2185.5342</b>	2424.925	239.39
Weighted Count	3075.931	3081.9946	3354.340	272.35
Base Level	4914.71	4914.71	4914.71	
Inflation FY24- 2%- 2.92%		98.29	98.29	
Base Level per WSC	X 4914.71	5013.00	5013.00	
Base Level	= 15,117,310	15,450,052	16,815,308	1,365,256
Audit Fees	+ 33,000	33,000	32,000	(1,000)
Base Support Level	15,150,310	15,483,052	16,847,308	1,364,256
TRCL (transp control limit)	705,740.57	705,740.57	705,740.57	
RCL (Revenue control limit)	15,856,051	16,188,792	17,553,048	1,364,256
M&O Override	2,452,707	2,428,319	2,982,957	554,638
DAA Transfer*	1,038,000	1,038,000	1,038,000	
Tuition Revenue- ASDB	7,000	7,000	7,000	
5-Year \$75M allocation	148,285	145,000	147,600	2,600
<b>Total Revenues</b>	<b>19,502,043</b>	<b>19,807,111</b>	<b>21,728,606</b>	1,921,494
One Time \$300M state aid	593,140	0		
Budget Carryover- One time \$	2,811,531	1,500,000	1,500,000	
Budget Carryover- One time \$ CSR Teachers		750,000	750,000	
ADM / Audit adjustment- one time \$	173,275	0		
<b>Total Budget</b>	<b>23,079,989</b>	<b>22,057,111</b>	<b>23,978,606</b>	1,921,494

I certify that the budget of OSBORN SCHOOL DISTRICT District, MARICOPA County for fiscal year 2025 was officially adopted by the Governing Board on, June 11, 2024, and that the complete Adopted Expenditure Budget may be reviewed by contacting LISA NYE at the District Office, telephone 602-707-2002 during normal business hours.

\_\_\_\_\_  
President of the Governing Board

<b>1. Average Daily Membership:</b>		<b>Prior year</b>	<b>Budget year</b>	<b>4. Average teacher salaries (A.R.S. §15-903.E)</b>	
	<b>2023 ADM</b>	<b>2024 ADM</b>	<b>2025 ADM</b>	1. Average salary of all teachers employed in FY 2025 (budget year)	61,375
<b>Attending</b>	2,271,5784	2,184,7761	2,424,9250	2. Average salary of all teachers employed in FY 2024 (prior year)	60,193
				3. Increase in average teacher salary from the prior year	1,182
<b>2. Tax Rates:</b>		<b>Prior FY</b>	<b>Est. Budget FY</b>	4. Percentage increase	2%
<b>Primary rate</b> (equalization formula funding and budget add-ons not required to be in secondary rate)		1.7962	1.7343	Comments on average salary calculation (Optional): All returning staff in the District (classified, certified and administrative) received a 2% increase for the 24/25sy.	
<b>Secondary rate</b> (voter-approved overrides, bonds, and Career Technical Education Districts, and desegregation, if applicable)		1.9393	2.1543		
<b>3. Budgeted expenditures and budget limits:</b>		<b>Budgeted</b>			
		<b>Expenditures</b>	<b>Budget Limit</b>		
<b>Maintenance &amp; Operation Fund</b>		23,978,605	23,978,605		
<b>Classroom Site Fund</b>		4,925,816	4,925,816		
<b>Unrestricted Capital Outlay Fund</b>		5,784,383	5,784,383		

	Maintenance and Operation Expenditures						% Inc./(Decr.) from Prior FY
	Salaries and Benefits		Other		TOTAL		
	Prior FY	Budget FY	Prior FY	Budget FY	Prior FY	Budget FY	
<b>100 Regular education</b>							
<b>1000 Instruction</b>	9,532,591	9,768,041	262,144	262,144	9,794,735	10,030,185	2.4%
<b>2000 Support services</b>							
<b>2100 Students</b>	479,300	491,809	15,000	36,569	494,300	528,378	6.9%
<b>2200 Instructional staff</b>	589,402	604,812	23,500	23,500	612,902	628,312	2.5%
<b>2300, 2400, 2500 Administration</b>	2,080,713	2,131,647	303,500	306,000	2,384,213	2,437,647	2.2%
<b>2600 Oper./Maint. of plant</b>	1,100,426	1,126,443	1,395,000	1,520,000	2,495,426	2,646,443	6.1%
<b>2900 Other</b>	0	0	0	0	0	0	0.0%
<b>3000 Oper. of noninstructional services</b>	0	0	75,000	75,000	75,000	75,000	0.0%
<b>610 School-sponsored cocurric. activities</b>	0	0	0	0	0	0	0.0%
<b>620 School-sponsored athletics</b>	15,500	15,500	6,100	6,100	21,600	21,600	0.0%
<b>630, 700, 800, 900 Other programs</b>	0	0	0	0	0	0	0.0%
<b>Regular education subsection subtotal</b>	13,797,932	14,138,252	2,080,244	2,229,313	15,878,176	16,367,565	3.1%
<b>200 and 300 Special education</b>							
<b>1000 Instruction</b>	3,768,589	3,865,321	269,433	269,433	4,038,022	4,134,754	2.4%
<b>2000 Support services</b>							
<b>2100 Students</b>	1,230,635	1,260,946	209,492	459,000	1,440,127	1,719,946	19.4%
<b>2200 Instructional staff</b>	246,348	252,422	7,000	7,000	253,348	259,422	2.4%
<b>2300, 2400, 2500 Administration</b>	0	0	2,500	2,500	2,500	2,500	0.0%
<b>2600 Oper./Maint. of plant</b>	0	0	500	500	500	500	0.0%
<b>2900 Other</b>	0	0	0	0	0	0	0.0%
<b>3000 Oper. of noninstructional services</b>	0	0	0	0	0	0	0.0%
<b>Special education subsection subtotal</b>	5,245,572	5,378,689	488,925	738,433	5,734,497	6,117,122	6.7%
<b>400 Pupil transportation</b>	1,159,412	1,188,251	110,000	110,000	1,269,412	1,298,251	2.3%
<b>510 Desegregation</b>	0	0	0	0	0	0	0.0%
<b>530 Dropout prevention programs</b>	0	0	0	0	0	0	0.0%
<b>540 Joint career and technical education and Vocational education center</b>	0	0	0	0	0	0	0.0%
<b>550 K-3 Reading program</b>	197,904	195,667	0	0	197,904	195,667	-1.1%
<b>Total Expenditures</b>	20,400,820	20,900,859	2,679,169	3,077,746	23,079,989	23,978,605	3.9%

Summary of School District Adopted Expenditure Budget (Concl'd)

CTD number 70408000  
Version Adopted

Total expenditures by fund				
Fund	Budgeted Expenditures		\$ Increase/(Decrease) from Prior FY	% Increase/(Decrease) from Prior FY
	Prior FY	Budget FY		
Maintenance & Operation	23,079,989	23,978,605	898,616	3.9%
Instructional Improvement	0	0	0	0.0%
English Language Learner	0	0	0	0.0%
Compensatory Instruction	0	0	0	0.0%
Classroom Site	4,677,531	4,925,816	248,285	5.3%
Federal Projects	10,642,000	6,302,000	(4,340,000)	-40.8%
State Projects	2,600,000	2,500,000	(100,000)	-3.8%
Unrestricted Capital Outlay	5,521,755	5,784,383	262,628	4.8%
New School Facilities	0	0	0	0.0%
Adjacent Ways	0	0	0	0.0%
Debt Service	6,952,950	7,822,813	869,863	12.5%
School Plant Fund	575,000	575,000	0	0.0%
Auxiliary Operations	30,000	30,000	0	0.0%
Bond Building	1,500,000	30,000,000	28,500,000	1900.0%
Food Service	2,750,000	2,750,000	0	0.0%
Other	4,121,000	4,650,500	529,500	12.8%

M&O Fund Special Education Programs by type		
Program (A.R.S. §§15-761 and 15-903)	Prior FY	Budget FY
Total All Disability Classifications	5,321,503	5,617,122
Gifted Education	412,994	500,000
Remedial Education	0	0
ELL Incremental Costs	0	0
ELL Compensatory Instruction	0	0
Vocational and Technical Education (non-CTED)	0	0
Career Education (non-CTED)	0	0
Career Technical Education (CTED)	0	0
TOTAL	5,734,497	6,117,122

Proposed staffing summary				
Staff Type	Purchased Services Personnel FTE	Employee FTE	Total FTE	Staff-Pupil Ratio
Certified --				
Superintendent, principals, other administrators	0	13	13	1 to 186.5
Teachers		172	172	1 to 14.1
Other		19	19	1 to 127.6
Subtotal	0	204	204	1 to 11.9
Classified --				
Managers, supervisors, directors		8	8	1 to 303.1
Teachers aides		40	40	1 to 60.6
Other		110	110	1 to 22.0
Subtotal	0	158	158	1 to 15.3
TOTAL	0	362	362	1 to 6.7
Special education --				
Teacher		20	20	1 to 12.0
Staff		28	28	1 to 15.0

**OSBORN SCHOOL DISTRICT NO. 8**

**July 9, 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 Succeed ABA Therapy Agreement for the 2024-2025 School Year.**

For Board:     Action             Discussion             Information

**Background –**

Succeed ABA Therapy, LLC provides licensed applied behavior analysis therapy. The district is proposing a partnership with Succeed ABA Therapy so that they may provide their services to students on their caseload during the school day.

**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 agreement with Succeed ABA Therapy for the 2024-2025 school year.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F



## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (the “Agreement”) is being entered into on July 1, 2024 by and between the Osborn Elementary School District (hereinafter referred to as the Client) and Succeed ABA Therapy, LLC an Indiana limited liability company (hereinafter referred to as THE VENDOR) whose business is that of providing licensed applied behavior analysis therapy, collectively the Parties.

WHEREAS the Client wishes to engage THE VENDOR to provide professional services to students that are attending the Osborn Elementary School District and who are in need of pediatric behavioral services (the Services);

NOW THEREFORE, the Parties hereto, for and in consideration of the mutual promises, agreements, covenants, and benefits contained herein and other good and valuable consideration, the sufficiency of which is hereby agreed upon by the parties, do agree as follows:

**1.0 TERM OF AGREEMENT:** This Contract shall be effective on and after the July 1, 2024 and shall run until the end of the 2024-2025 school year, and thereafter shall automatically renew for similar periods of one (1) school year unless written notice of non-renewal is provided at least thirty (30) days prior to the end of a term.

### 2.0 THE VENDOR RIGHTS AND OBLIGATIONS

- A. **Providing of Clinicians:** THE VENDOR agrees to provide licensed (as required) school clinicians, in good standing in their state of licensure, on a temporary assignment basis as requested by the client depending on the availability of such school clinicians. School clinician duties include rendering of direct treatment services as well as documentation of the service, progress reports, and evaluations. Client documentation will be prepared and kept on site at Client. Such documentation will be submitted within one week (5 business days) of treatment date. If the Client is dissatisfied with the performance of a particular clinician assigned, it, at its sole discretion, may require THE VENDOR to assign a different school clinician to work with its students.
- B. **Providing of Services:** Upon referral of a student by the Client to THE VENDOR and following receipt of a valid authorization allowing release of confidential information and consent, THE VENDOR will perform an assessment of the student and based on the results of that assessment, develop an appropriate treatment plan, setting forth various Services applicable to the particular student. The client will identify, provide an initial consultation, and refer students to THE VENDOR for its evaluation and determination of whether Services will be appropriate for the referred student. The parties understand and agree that

THE VENDOR will not seek to provide services to students unless referred by the school for services.

- C. **Payment of Clinician Benefits; Insurance, Taxes, etc.:** Nothing contained in this Contract shall be construed as creating an employer/employee relationship between the Client and THE VENDOR. The school clinicians shall be employees or contractors of THE VENDOR, which is solely responsible for the payment of compensation. Client shall make no direct payments, in cash or benefits, to school clinicians.
- D. **School Clinicians Conformance with Laws and Facility Rules:** School Clinicians provided to Client by THE VENDOR shall comply with all provisions of the licensing law under which he or she is licensed as well as the policies, rules, and regulations set forth by Client. THE VENDOR shall conduct a limited history check and a national sex offender registry check according to the policies of the Client and Ind. Code § 20-26-5-10 of all school clinicians assigned to Client. All costs associated with the completion of the criminal history background check and the national sex offender registry check are the responsibility of the Client. THE VENDOR shall immediately notify the Client if any School Clinician assigned to the Client is on the national sex offender registry or the Indiana Sex and Violent Offenders Registry.
- E. **Liability Insurance:** THE VENDOR agrees to maintain comprehensive general and professional liability insurance for all School Clinician referred to Client. The terms of the required insurance policy are a minimum limit for One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. THE VENDOR will provide proof of insurance coverage upon request.
- F. **Records:** Under the Family Educational Rights and Privacy Act (FERPA), prior consent by a parent or guardian to disclose personally identifiable information from an education record is not required when such information is being disclosed to other school officials, including teachers, within the agency or institution whom the agency or institution has determined to have legitimate educational interests or where the disclosure is to officials of another school, school system or institution where the student seeks or intends to enroll. See 34 C.F.R. Sections 99.31(a)(1) and (2). The Parties recognize that the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) imposes strict penalties for improper disclosure or re-disclosure of confidential student information, including but not limited to personally identifiable information. Consistent with FERPA requirements, neither Party will use any personally identifiable information acquired from the other for any purpose other than performing the services or functions of the AGREEMENT. Further, THE VENDOR agrees that even in circumstances that might justify an exception under FERPA, THE VENDOR may not disclose or re-disclose personally identifiable information unless the Client has first authorized such disclosure or re-disclosure in writing.
- G. **HIPAA Requirements:** Providers shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (“Privacy Rule”) (45 C.F.R. Parts 160 and 164) under the Health

Insurance Portability and Accountability Act of 1996. The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. §§ 160.103 and 164.501).

### **3.0 CLIENT RIGHTS AND OBLIGATIONS**

- A. Workspace and Equipment for School Clinicians:** Client shall provide such office space and standard office equipment within the school including a work desk and chair, internet access, telephones, and such other resources as are reasonably necessary for THE VENDOR to provide Services. The Parties agree that THE VENDOR's access to the Space and Equipment offered by the Client shall only be available for purposes of delivery of the Services set forth under this Agreement, during school hours, and only during the term of this Agreement.
- B. Notification of Clinician Injury:** Client shall notify THE VENDOR immediately should any School Clinician provided under this Contract become injured, impaired, or exposed to an infectious disease while working at Client's facility.
- C. Coordination of Services:** The Client will designate an authorized representative or representative who will coordinate the activities specified within this agreement and serve as the Supervisor with respect to communications and decision-making.
- D. Payment for School Clinician Services:** THE VENDOR and the Client acknowledge and understand that THE VENDOR will not seek reimbursement from the Client and will be responsible for obtaining payment for Services by billing a responsible party, including, but not limited to, private insurance, Medicaid/Medicare insurance, government programs, or the student's parent/legal guardian.

### **4.0 RELATIONSHIP OF THE PARTIES**

This Contract created no relationship of employment, partnership, or joint venture between THE VENDOR and Client. Both parties agree that School Clinicians are performing duties as an independent contractor with respect to Client. THE VENDOR acknowledges that it has no right, entitlement or claim against Client for security benefits, worker's compensation benefits, disability insurance, pension pay, vacation pay, sick pay or any other kind, either for itself or on behalf of any School Clinician of THE VENDOR.

### **5.0 OTHER ACTIVITIES**

During the Term, THE VENDOR is free to engage in other independent contracting activities, except that THE VENDOR may not accept work, enter into contracts, or accept obligations inconsistent or incompatible with THE VENDOR obligations or the scope of Services to be rendered for the Client under this agreement.

### **6.0 DIRECT CLAIMS AND THIRD-PARTY CLAIMS**

The Parties acknowledge that, in the course of performing hereunder, third parties, including customers of clients, may bring claims or causes of action against either or both parties. Accordingly, each party shall bear responsibility for its respective conduct, and shall maintain appropriate professional liability insurance. As to direct claims by and between the parties, each shall remain responsible for a breach of this Agreement, or its own negligent, intentional, or willful misconduct.

## **7.0 TERMINATION**

It is understood and agreed that because this Agreement is geared toward the academic year of teaching, unilateral termination during the term of this Agreement may not be appropriate. Therefore, the Parties agree to provide the other party with three (3) months advance notice of termination of this Agreement. Notwithstanding the foregoing, the Parties may immediately terminate this Agreement for (i) a Party's exclusion from participation in Medicare, Medicaid, or any other federally funded healthcare or procurement program; or (ii) any act or failure to act by a Party that in the other Party's sole discretion adversely affects, or could adversely affect the care, safety, health, or welfare of a student. Notice of any termination shall be in writing and shall be deemed to have been given as of the date and time that it is (1) hand delivered, (2) delivered by the United States Postal Services, Certified Mail, return receipt requested, postage pre-paid, (3) delivery is completed by a nationally recognized overnight delivery company, or (4) delivery is made by facsimile and evidence of such transmission is retained by the sender.

## **8.0 NOTICE**

Notice shall be made to the parties at the addresses denoted below the signatures of their authorized representatives or at such other addresses as a party may direct by delivering a written notice of change of address. Notice to Vendor should be sent to: Succeed ABA Therapy, Lisa Drumb PhD, BCBA, 210 N. Illinois St., Indianapolis, Indiana 46204. Notice to Client should be sent to: Chief Operations Officer, 1226 W. Osborn Road, Phoenix, AZ 85013. Notice to Client should be sent to: Chief Operations Officer, 1226 W. Osborn Road, Phoenix, AZ 85013.

## **9.0 FORCE MAJEURE**

A party will not be considered in breach of or in default because of and will not be liable to the other party for, any delay or failure to perform its obligations under this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "Force Majeure Event"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable:

- a) notify the other party of the Force Majeure Event and its impact on performance under this agreement; and
- b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this agreement.

## **10.0 AMENDMENTS**

No amendment to this agreement will be effective unless it is in writing and signed by both parties by their authorized representative.

#### **11.0 SEVERABILITY, WAIVER, AND REMEDIES**

The provisions of this Agreement are severable. The invalidity or unenforceability of any provision of this Agreement shall not affect the remaining provisions which shall remain enforceable to the fullest extent of the law. No waiver of any provision of the Agreement shall be effective unless made in writing and executed by the party against whom enforcement is sought. No waiver of any provision of this Agreement by either party shall operate to bar enforcement of the same or similar subsequent violation. The prevailing party in any litigation resulting from this Agreement shall be entitled an award of its reasonable attorneys' fees and costs.

#### **12.0 ASSIGNMENT**

This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors, and assigns.

#### **13.0 JURISDICTION, VENUE AND CHOICE OF LAW**

The parties agree to jurisdiction and venue in the superior and circuit courts of Maricopa County, Arizona. The laws of the State of Arizona shall govern the terms of this Agreement.

#### **14.0 ENTIRE AGREEMENT**

This Agreement, as amended, shall constitute the entire Agreement of the parties. No representations or warranties have been made by either party to induce it to enter into this Agreement except those that contained in this writing.

#### **15. MISCELLANEOUS**

- A. FERPA Compliance. The Parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto. The parties agree that School Clinicians shall be deemed "school officials" for the purposes of compliance with FERPA.
- B. Non-Discrimination. The Parties agree to comply with all state and federal law and regulations, including the Americans with Disabilities Act and Executive Orders 99-4 and 2009-09, which are incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of age, religion, sex, race, national origin, or political affiliation shall have equal access to employment opportunity.
- C. E-Verify. The Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. The Parties warrant that they have registered with and participate with E-Verify.

If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and the right to appeal the determination.

To the extent applicable under A.R.S. § 41-4401, the Parties and their subcontractors warrant 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). The Parties also agree that any violation of this requirement shall be deemed a material breach of the contract that is subject to penalties up to and including termination of this Agreement. The Parties acknowledge that the other party retains the legal right to inspect the papers of the other Party's contractor and subcontractor employees that work on this Agreement to verify such compliance.

- D. Fingerprinting Requirements. The parties shall comply with the provisions of A.R.S. § 15-512, where applicable.
- E. Cancellation for Conflict of Interest. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

THE VENDOR Learning Center

By: Lisa Drumb, PhD, BCBA  
Indiana Clinical Director, Succeed ABA Therapy  
Address: 210 N Illinois St,  
Indianapolis, IN 46204

Client:

By: Colleen Tuscano  
Chief Operations Officer  
Osborn Elementary School District  
1226 W. Osborn Road  
Phoenix, AZ 85013

**OSBORN SCHOOL DISTRICT NO. 8**

**July 9, 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 FastBridge Early Reading Assessment as the Kindergarten Entry Evaluation Assessment**

For Board:     Action                       Discussion                       Information

**Background –**

H.B. 2060 directs each school district governing board to select appropriate kindergarten entry evaluation methods or assessments to identify kindergarten students with reading deficiencies and monitor student progress. In 2021 to comply with state Move on When Reading requirements (MOWR), Osborn selected the FastBridge Assessment system, which was on the ADE approved list of literacy screeners for K-3 screening. School leadership teams have worked extremely hard to build collective understanding and knowledge of the FastBridge assessments, and we are recommending the use of the early Reading assessment within FastBridge to be used as our district kindergarten entry evaluation assessments to identify kindergarten pupils with reading deficiencies. In addition, we will utilize the progress monitoring tools within FastBridge to monitor progress on students who need additional reading support.

**Legal**

H.B. 2060

**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 use of the FastBridge early Reading assessment as our district kindergarten entry evaluation assessment to identify kindergarten students with reading deficiencies and monitor student progress

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**OSBORN SCHOOL DISTRICT NO. 8**

**July 9, 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 and first review of ASBA Policies:**

For Board:  Action       Discussion       Information

**Background –**

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

The Governing Board has been presented information throughout the spring about personnel policies being reviewed by a representative committee. The listed policies are red-lined for omission and blue-printed for new inclusions as presented at the last meeting. They have been reviewed by district counsel with little variance from the presented policies at the first reading as follows:

- GCC—4<sup>th</sup> bullet moved to a separate paragraph at the end of the policy
- GCCA—Added footer referencing A.R.S. compliance
- GCL—Wording in the final bullet referencing later instructional day beginning time
- Fonts, formatting, and spacing on all policies

**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 revisions to ASBA policies as presented.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**GCC ©  
PROFESSIONAL / SUPPORT STAFF  
LEAVES AND ABSENCES**

**(~~Absent Without Leave~~ Absent Without Prior Approval)**

An employee shall be deemed "~~absent without leave~~" hereinafter referred to as "~~absent without leave~~" "absent without prior approval" when absent from work because of:

- A reason that conforms to a policy currently in effect but the maximum days provided for in that policy will be exceeded; *or*
- A reason that does not conform to any policy currently in effect; *or*
- Failure to report to work without prior notification to ~~the Superintendent~~ your supervising administrator.

In no case shall an employee be compensated for time lost due to being "~~absent without leave~~" "absent without prior approval."

An employee who is absent from work without prior approval is subject to disciplinary action, as is one who was unable to obtain prior approval due to unusual circumstances and such approval is denied upon the employee's return.

An employee will not be deemed absent without prior approval if an emergency prevents the employee from requesting leave. Employees should report any emergency situation to their supervising administrator immediately to avoid being classified as "absent without prior approval."

**GCCA  
PROFESSIONAL / SUPPORT STAFF  
UNDIFFERENTIATED LEAVE**

## (Annual Leave)

Each eligible staff member shall accrue annual leave determined by the employee's work schedule. Two (2) days shall be advanced to certified teachers at the end of the first pay period of the school year with the rest accrued on a prorata basis.

Work Schedule	Annual Leave
Twelve (12) months	Twelve (12) days
Nine/Ten (9/10) months	Nine (9) days

A day shall be defined as eight (8) hours for fulltime employees. Employees scheduled for less than eight (8) hours, shall have their annual leave advancement and accrual rate prorated based on their scheduled hours per day.

Annual leave may be used for personal illness or injury, family illness or injury, parental obligations, personal business, [religious/cultural beliefs](#), and family bereavement. ~~It is not the intent of annual leave to be used as vacation time.~~ [No more than 4 \(four\) days of annual leave may be taken consecutively.](#)

Annual leave may not be used on the day before or the day after a holiday for the purpose of extending the holiday or during the first two (2) or last two (2) weeks of school. Exceptions to this policy must be addressed in writing to the Superintendent [a minimum of two \(2\) weeks prior to the leave.](#) [The Superintendent will provide a response within two \(2\) days to the request.](#) [Requests for exceptions during designated black-out days not placed two weeks prior will not be approved for pay.<sup>1</sup> Any unapproved leave beyond the blackout period will remain unpaid until the employee returns to work.](#) Emergency cases require a phone call to the Superintendent or the administrator in charge. If annual leave is used on the day before or the day after a holiday, the Superintendent or the administrator in charge may require a physician's excuse when appropriate.

The unused portion of annual leave may be accumulated to two hundred (200) days.

If a staff member does not have any days of accumulated annual leave, a salary deduction of one (1) day will be made for each day of annual leave used unless the staff member is eligible to use an alternative paid leave (such as sick leave).

The annual leave of any staff member who does not serve a full school year shall be prorated.

### **Payment for Unused Annual Leave**

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<sup>1</sup> Emergency exceptions can be made if necessary to comply with A.R.S. § 23-373.

A full-time professional or support staff member who has been employed by the District for more than ~~three (3)~~ five (5) years will receive, upon leaving the District, ~~fifty dollars (\$50)~~ a tiered day reimbursement for up to a maximum of two hundred (200) annual leave days. The tiers will be structured as follows:

- Tier I years 6-10 @ 33.3% substitute daily rate
- Tier II years 11-15 @ 50 % substitute daily rate
- Tier III years 16-20 @ 70% substitute daily rate
- Tier IV years 21+ @ 100% substitute daily rate

A part-time staff member who works less than ~~eight (8)~~ seven (7) hours per day and has been employed by the District for more than ~~three (3)~~ five (5) years will receive, upon leaving the District, an prorated, tiered amount according to their FTE ~~equal to half (1/2) of the daily rate of pay, not to exceed twenty-five dollars (\$25),~~ for up to a maximum of two hundred (200) annual leave days.

Employees nearing retirement may apply to the Superintendent to receive an extended pay out of their accumulated annual leave for a period of up to three (3) years as specified in Regulation GCQE-R.

Certificated and support staff members who have worked ~~three (3)~~ five (5) or less may accumulate days but will not be vested as applicable until reaching the ~~fourth (4th)~~ sixth (6<sup>th</sup>) year of employment status.

### **Sick Leave (Sick Time)**

Sick leave for District personnel is a designated amount of compensated leave that is to be granted to a staff member who, through personal or family illness, injury, or quarantine, is unable to perform the duties assigned.

When a staff member exhausts all hours of accumulated sick leave and additional sick leave is needed, an additional leave of absence must be requested pursuant to District policy. If an employee does not wish to return to her duties following childbirth, an extended leave of absence must be requested, consistent with existing District policy.

Upon request, the staff member shall inform the Superintendent of the following:

- A. Purpose for which sick leave is being taken.
- B. Expected date of return from sick leave.
- C. Where the staff member may be contacted during the leave.

### **Use of Earned Paid Sick Time**

Earned paid sick time shall be provided to an employee by the District for:

A. An employee's mental or physical illness, injury or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care;

B. Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care;

C. Reasons related to child care, domestic violence, sexual violence, abuse or stalking, and legal services as described in A.R.S. § [23-373](#).

Earned paid sick time shall be provided upon the request of an employee. Such request may be made orally, in writing, by electronic means or by any other means acceptable to the District. District staff are required to report their absences via the District's attendance system and to request a substitute (if required) in the substitute management system. When possible, the request shall include the expected duration of the absence. The District reserves the right to deny the use of earned paid sick time if the employee fails to report the need for the use of the sick leave as required by this policy.

When the use of earned paid sick time is foreseeable, the employee shall make a good faith effort to provide notice of the need for such time to the District in advance of the use of the earned paid sick time and shall make a reasonable effort to schedule the use of earned paid sick time in a manner that does not unduly disrupt the operations of the District.

The District will not require, as a condition of an employee's taking earned paid sick time, that the employee search for or find a replacement worker to cover the hours during which the employee is using earned paid sick time.

Earned paid sick time may be used in one-quarter (.25) hourly increments.

For earned paid sick time of three (3) or more consecutive work days, the District may require reasonable documentation that the earned paid sick time has been used for a purpose covered by A, B, or C, above. Documentation signed by a health care professional indicating that earned paid sick time is necessary shall be considered reasonable documentation for purposes of this section.

As defined in statute (**A.R.S. § [23-371](#)**), "family member" means:

A. Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands in loco parentis, or an individual to whom the employee stood in loco parentis when the individual was a minor;

B. A biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee or employee's spouse or domestic partner was a minor child;

C. A person to whom the employee is legally married under the laws of any state, or a domestic partner of an employee as registered under the laws of any state or political subdivision;

D. A grandparent, grandchild or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or domestic partner; or

E. Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

### **Notice**

The amount of sick leave available to an employee, the amount of sick leave taken by an employee to date during the year, and the amount of pay an employee has received as sick leave will be recorded in or attached to the employee's paycheck.

### ***Accrual:***

A. Employees of the District shall accrue a minimum of one (1) hour of earned paid sick time for every thirty (30) hours worked, but employees shall not be entitled to accrue or use more than forty (40) hours of earned paid sick time per year. A "year" is defined as the twelve (12) month period beginning on July 1 of each fiscal year.

B. Earned paid sick time shall begin to accrue at the commencement of employment or on July 1, 2017, whichever is later.

C. An employee may use earned paid sick time as it is accrued, except that an employee hired after July 1, 2017 must wait until the ninetieth calendar day after commencing employment before using accrued earned paid sick time.

D. Employees who are exempt from overtime requirements under the Fair Labor Standards Act of 1938 (29 United States Code section 213(A)(1)) will be assumed to work forty (40) hours in each work week for purposes of earned paid sick time accrual unless their normal work week is less than forty (40) hours, in which case earned paid sick time accrues based upon that normal work week.

E. Earned paid sick time shall be carried over to the following year, subject to the limitations on usage of forty (40) hours per year. In no event shall an

employee carry over more than eighty (80) hours of sick time into the next fiscal year.

F. If an employee is transferred, but remains employed by the District, the employee is entitled to all earned paid sick time accrued and is entitled to use all earned paid sick time as provided in this section.

G. When there is a separation from employment and the employee is rehired within nine (9) months of separation by the District, previously accrued earned paid time that had not been used shall be reinstated. Further, the employee shall be entitled to use accrued earned paid sick time and accrue additional earned paid sick time at the re-commencement of employment. The District does not offer as a benefit of employment payment for accrued but unused sick time upon separation of employment.

H. When a different District succeeds or takes the place of an existing District, all employees of the original District who remain employed by the successor District are entitled to all earned paid sick time they accrued when employed by the original District, and are entitled to use earned paid sick time previously accrued.

### **Retaliation Prohibited**

The District will not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected in this policy or the Arizona Fair Wages and Healthy Families Act.

The District will not retaliate or discriminate against an employee because the employee has exercised protected rights, including but are not limited to the right to request or use sick leave; the right to file a complaint with the Industrial Commission of Arizona or courts or inform any person about the District's alleged violation; the right to participate in an investigation, hearing or proceeding or cooperate with or assist the Industrial Commission in its investigations of alleged violations; and the right to inform any person of his or her potential rights.

the District's absence policy will not count sick leave as an absence that may lead to or result in discipline, discharge, demotion, suspension, or any other adverse action.

Protections of this section shall apply to any person who mistakenly but in good faith alleges violations of this policy or the applicable law.

**GCL**  
**PROFESSIONAL STAFF**  
**SCHEDULES AND CALENDARS**  
**(Professional Working Day)**

A professional working day focuses on responsibility and accessibility of professional staff members to children, staff members, and parents. Professional staff members are expected to be in their respective rooms or work areas as the schedule prescribes so that they may see students, parents, and/or attend to other duties as assigned.

The work day for the instructional staff shall be established by the District. [The professional work day is defined as:](#)

- [Beginning 30 minutes before the instructional day](#)
- [Ending 30 minutes after the instructional day](#)

Teachers may perform duties other than classroom teaching. [On early release days, the professional work day is defined by:](#)

- [2.5 hours professional development in additional to the professional work day. The schedule will be established at the beginning of the school year to allow for planning for the school and professional staff accordingly. Schools with later instructional day beginning times may conduct professional development before and after the professional day.](#)

Extra duty assignments may be made by the principal. In addition, attendance at local school and District meetings and activities are considered the professional obligations of certificated staff members.

Reasonable deviation from the general guidelines must be upon agreement with the building principal.

Individual school procedures shall be followed for absence during the school day.

OSBORN SCHOOL DISTRICT NO. 8

July 9, 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 – Approval of the proposed Instruction Time Model for Clarendon, Encanto, OMS, Longview and Solano Schools for the 2024-25 school year**

For Board:  Action  Discussion  Information

**Background** – [HB 2862](#) requires school districts to have two public hearings on alternative models of instruction for online schools.

HB 2682 allows a school, in its adopted instructional time model, to deliver the annual required instructional time or hours to students through any combination of:

- a) **Direct instruction** (presentation of academic content to students by teachers, such as in a lecture or demonstration)
- b) **Project-based learning** (engages students in solving a real-world problem or answering a complex question and demonstrating their knowledge and skills by creating a public product or presentation for a real audience)
- c) **Independent learning time** (when students are working without direct teacher input and includes work on educational programs, independent reading, homework, etc.)
- d) **Mastery-based learning** (a system in which students advance to higher learning levels upon demonstration of concept and skill mastery, regardless of time, place or pace)

HB 2682 also instructs a school to align its attendance policies to reflect the instructional time and hours under its adopted instructional time model.

The district is recommending the governing board adopt instruction time models for Clarendon, Encanto, OMS, Longview, Montecito and Solano Schools for the 24-25 school year. [Attached](#) are the developed attendance procedures for those students who complete their instructional minutes through the instructional time models.

**Legal - HB 2862**

**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

**OSBORN SCHOOL DISTRICT NO. 8**

**July 9, 2024**

**Board Meeting**

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

**Recommendation**

It is recommended that the governing board adopt instruction time models for Clarendon, Encanto, OMS, Longview, Montecito and Solano Schools for the 24-25 school year.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**OSBORN SCHOOL DISTRICT NO. 8**

**July 9, 2024**

**Board Meeting**

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

**Agenda Item**

**Recommendation of RFQ 2024.03 Architectural Services- Bond Package #1**

For Board:  Action       Discussion       Information

**Background –**

On April 22, 2024, the District issued a Request for Qualifications (RFQ) Architectural Services. The district received two responses to the RFQ.

The RFQ's were evaluated by a five-member selection committee. The recommendation is to award Architectural Services-Bond Package #1 to SPS+ Architects.

**Legal**

**Financial**

Bond 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 RFQ 2024.03 to SPS+ Architects effective 7/9/24 to June 30, 2025 with the option to renew annually for a maximum term of up to five years.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

Osborn School District #8

PROJECT: RFQ #2024.03 ARCHITECTURAL SERVICES - OSD8 BOND PACKAGE #1

ARCHITECT FIRM NAME	WRITTEN SUBMITTALS					INTERVIEWS					SUBMITTAL SCORE	INTERVIEW SCORE	TOTAL SCORE	FINAL RANKING
	1	2	3	4	5	1	2	3	4	5				
COLE ARCHITECTS	90	90	85	77	90	85	80	80	80	90	432	415	847	<b>0</b>
SPS+ ARCHITECTS	98	98	94	95	97	97	95	100	90	100	482	482	964	<b>0</b>

OSBORN SCHOOL DISTRICT NO. 8

July 9, 2024

Board Meeting

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

Agenda Item Number – IX

**Agenda Item**  
**Board Development**

For Board:     Action             Discussion             Information

**Background –**

- A. ASBA Law Conference September 4-6, 2024
- B. [NSBA CUBE](#) Annual Conference October 28-30, 2024 (early bird rates thru July 19)
- C. Strategic Planning for School Leaders chapters 1-5
  - a. What are the areas we would want to identify to ask our constituents about in a needs assessment?
  - b. How can we utilize time in the early part of the 24-25 school year (August-November) to gain more input on district needs beyond just a survey?

**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**

**July 9, 2024**

**Board Meeting**

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

**Agenda Item Number –X**

**Agenda Item**

**Reflections/Feedback on Meeting**

For Board:     Action             Discussion             Information

**Background –**

Reflect on the business of tonight’s meeting. You may comment on how it aligns to 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

July 9, 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. Greenberg**

- Would like to discuss Meet and Confer in August (**for 8/20/24**)

**Mr. Peralta**

- Would like to schedule to meet/welcome potential new families (**schedule of Meet the Teacher nights to be published in mid-July and sent to board members**)

Agenda Item Number –XIII

Adjournment

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F