

OSBORN SCHOOL DISTRICT NO. 8
GOVERNING BOARD MEETING
December 16, 2025

Regular Meeting – 5:30 P.M.
Doors Open at 5:15 PM

**A public hearing will be held for the purpose of discussion of the Osborn School District's
Compliance with the Children's Internet Protection Act (CIPA)**

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

The Governing Board will hold this meeting both in person and through technological access. Members of the public may attend in person, via Youtube Livestream. Access to the livestream is found [here](#)

The public will be able to listen to the meeting live through livestream. You may present a live Call to the Public if you are attending in person or on the Youtube Livestream. An individual wishing to address the Governing Board using technological access must email their message or request to speak live to lnye@osbornsd.org by 12:00pm on Tuesday, December 16, 2025.

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

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- I. **Call to Order**
 - II. **Pledge of Allegiance /Land Acknowledgement**
 - III. **Governing Board Reports**
 - IV. **District Celebrations and Announcements**
 - 1. OMS School presentation Ms. Georges and the Osborn Choir
 - 2. Spread L.O.V.E. Awards from OMS School
 - V. **Call to the Public**
 - VI. **Consent Agenda – Approval of Items Since November Meeting**
 - A. Ratification of Accounts Payable Vouchers
 - B. Ratification of Payroll Vouchers
 - C. Board Minutes
 - 1. Regular Meeting of November 18, 2025
 - 2. Work Study Minutes of December 2, 2025
 - 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
8. Non Renewals

E. Donations

F. Expenditure and Revenue Report

G. Student Activities Statement of Revenue and Expenditures

H. Disposal

I. Approval of Partnership agreements

1. Approval of Renewal of Student Placement Agreement between NAU and Osborn School District.
2. Agreement with Mesa Community College for Classroom Placement Opportunities for Early Childhood Education Students
3. Approval of IGA with the MCSS Office for Financial System Support Consortium
4. Renewal of Agreement with Community Family Services
5. Approval of the continuation of the service agreement between AIR and Osborn School District to support programmatic expectations and compliance for the EIR grant.

J. Approval of out of state travel for Cory Alexander to attend the School Nutrition Association's (SNA) 2026 Legislative Action Conference (LAC26), which will be held from March 8-10, 2026, in Washington, D.C.

K. Out-of-State Travel, ASBO Leadership Forum

L. Update of FY25 Annual Financial Report

VII. Board Presentation

Dr. Robert will share information related to the district attendance goal this year and celebrate students and staff who have perfect attendance for the first half of the 25-26 school year.

VIII. Administrative Reports since November Meeting

- A. Administrative Reports—Principals and district office administrators submit progress reports on work completed in their school/department as well as upcoming events. Principal reports are also sent to parents to improve communication. Board members may comment.
- B. Suspension Report for the month of November
- C. Student Absence Report for month of November
- D. Substitute Teacher Report for the month of November
- E. Student Enrollment Report as of November

IX. Information Updates

- A. OEA

X. Action Items

Action/Approval

- A. Approval of Preschool Tuition Rates for 26-27 School Year
- B. Approval of Open Enrollment Capacity for 2026-2027 School Year
- C. Facility Use Fee Schedule

XI. Board Development

- A. Great on Their Behalf

XII. Future Agenda Items

XIII. Adjournment

OSBORN SCHOOL DISTRICT NO. 8

December 16, 2025

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

Public Hearing - Osborn School District's Compliance with Children's Internet Protection Act

For Board: Action Discussion Information

Background

What CIPA requires: Schools and libraries (E-rate) subject to CIPA are required to adopt and implement an Internet safety policy addressing:

- Access by minors to inappropriate matter on the Internet;
- The safety and security of minors when using electronic mail, chat rooms and other forms of direct electronic communications;
- Unauthorized access, including so-called "hacking," and other unlawful activities by minors online;
- Unauthorized disclosure, use, and dissemination of personal information regarding minors;
- Measures restricting minors' access to materials harmful to them. Schools and libraries must certify they are in compliance with CIPA before they can receive E-rate funding.

Osborn Policy IJNDB provides the Internet protection measures required by CIPA. Osborn School District has been using a CIPA compliant filter for over a decade. We are currently using state of the art systems. These systems protect our students and users from accessing harmful and inappropriate websites. We can monitor and block or unblock sites as requested and approved by school site councils / departments. The government requires the Technology Department to provide documentation and snapshots as a proof of the filter in action on random dates during the year. The government also requires the district to hold at least one public meeting a year to inform/allow the community to discuss and ask any questions about it.

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

December 16, 2025

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](#)

Background

Legal

Financial

Governing Board Goals

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

Recommendation

Information Only

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8
December 16, 2025
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

Governing Board Reports

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
December 16, 2025
Board Meeting

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

Agenda Item Number – IV

Agenda Item

District Celebrations and Announcements

For Board: Action Discussion Information

Background –

1. OMS School presentation - Osborn Middle School is excited to present Ms. Georges and the Osborn Choir to the Governing Board. We will begin by sharing some information about Ms. Georges and the choir, followed by a performance. Having just completed their Winter Concert on December 9th, the choir will perform one or two selections from that concert for the board.
2. Spread L.O.V.E. Awards from OMS School

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

December 16, 2025

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.

An individual wishing to address the Governing Board using technological access must email their message or request to speak live to lnye@osbornsd.org by 12:00pm on Tuesday, December 16, 2025.

Legal

Financial

Governing Board Goals

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

Recommendation

For Information Only

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

December 16, 2025

Board Meeting

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

Agenda Item Number – VI-A

Agenda Item

Ratification of Accounts Payable Vouchers

For Board: Action Discussion Information

Background –

The following worksheets reflects Accounts Payable warrants processed through the County Treasurer for district liabilities.

A.R.S. §15-321.G requires that, “An order on a county school superintendent for a salary or other expense shall be signed by a majority of the governing board. An order for salary or other expense may be signed between board meetings if a resolution to that effect has been passed prior to the signing at a regular or special meeting of the governing board and the board ratifies the order at the next regular or special meeting of the governing board.”

Legal

A.R.S. §15-321.G

Financial

Governing Board Goals

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

Recommendation

It is recommended that the Governing Board ratify payment of FY25/FY26 Accounts Payable Vouchers from November 1 through November 30, 2025.

Moved _____ Seconded _____ P/F

Osborn School District No. 8
Summary of FY25 7 FY26 Accounts Payable Vouchers Processed
11/1/25 through 11/30/25

Fund Title	Fund #	Total
M & O	1	310,512.06
P301 Base Pay	11	0.00
P301 Performance Payout	12	0.00
Instructional Improvement fund	20	0.00
Title I	100	196.18
Title I	101	0.00
Title I Targeted Support & Improvem	115	0.00
Title I Targeted Support & Improvem	116	0.00
Title IIA - Improving Teacher Quality	140	1,098.00
Title IIA - Improving Teacher Quality	141	0.00
TITLE IV-SAFE & DRUG FREE BASIC	160	0.00
Title IV- Safe & Drug free basic	161	0.00
21st Century (Enc, Sol)	162	0.00
21st Century (CL, LV, OMS)	163	0.00
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	0.00
ARRA - IDEA BASIC	221	3,213.94
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	931.00
EPACLEAN BUSES GRANT	308	0.00
AZ NURSES WORKFORCE GRANT	310	0.00
PRE School Dev GRANT	320	0.00
AZ PRIME GRANT	321	0.00
PDG-CONTINUATION GRANT	323	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	0.00
ESSER/CARES ROUND II	336	0.00
ACCELERATION ACADEMIES	337	0.00
ESSER ROUND III	346	0.00
TIF GRANT - ASU	352	0.00
FED ED INNOVATION RESEARCH GRA	364	42,933.50
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	0.00
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	53,146.50
Civic Center	515	0.00
Community School	520	68.49
Community School Montessori	521	0.00
Auxiliary Operations	525	0.00
Extra Curr Tax Fees CR	526	3,162.00
Gift and Donations	530	1,080.29
Fingerprint	540	22.00
Insurance Proceeds	550	0.00
Textbooks	555	0.00
LITIGATION RECOVERY	565	0.00
Indirect Costs	570	3,300.95
Unemployment Insurance	575	0.00
Insurance Refund	585	0.00
Unrestrict Capital Outlay	610	328,653.82
Bond Building funds	630	1,460,940.74
Energy & Water Savings	665	0.00
SFB BUILDING RENEWAL	691	69,964.00
Student Activities	850	200.46
Employee Insurance Fund	855	221,812.92
		<hr/>
		<u>2,501,236.85</u>

OSBORN SCHOOL DISTRICT NO. 8

December 16, 2025

Board Meeting

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

Agenda Item Number – VI-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 2025/26 Payroll Vouchers processed from November 1 through November 30, 2025.

Moved _____ Seconded _____ P/F

Osborn School District No. 8

Summary of Payroll Vouchers 11/01/25 thru 11/30/25

<u>Fund Title</u>	<u>Fund</u>	<u>Total</u>
Maintenance & Operation	001	1,448,745.45
Proposition 301	011	160,216.34
Proposition 301	012	0.00
Instructional Improvement Fund	020	6,229.93
Structured English Emersion	71	3,008.24
Tittle I	100	67,690.80
Title I Disadvantaged Grant	101	0.00
na	115	0.00
Tittle I Targeted Support & improvement	116	0.00
Title IIA	141	284.72
	160	898.24
Title IV	161	0.00
21st CCLC Grant	162	6,522.57
21st CCLC Grant	163	216.96
Title III	190	3,823.86
Title VII-Indian Ed	200	3,286.16
IDEA - General Entitlement Grant	220	64,342.62
IDEA - BASIC	221	0.00
IDEA-Preschol Grant	222	1,314.13
IDEA EDISA - 3 TRAININ	223	0.00
ARP- IDEA PRESCHOOL	227	0.00
ARP- IDEA BASIC	228	0.00
Johnson O'Malley	230	2,044.48
Medicaid Reimbursement Fund	290	14,353.66
Preschool Developmental Year 1	320	0.00
AZ Prime Grant	321	0.00
PDG - CONTINUATION GRANT	323	27,128.10
HQEL Grant	333	5,145.22
ESSER ROUND III	346	0.00
FED ED INNOVATION RESEARCH	364	3,333.04
RESULTS BASED FUNDING	457	1,325.26
na	472	3,222.90
FOUNDATIONAL LITERACY GRANT	473	14,699.76
OIE RISE GRANT	475	2,275.02
SCHOOL SAFETY GRANT	480	34,867.78
STATE TUTORING	483	0.00
Food Service Fund	510	116,582.91
Civic Center	515	9,280.57
Community Schools	520	25,792.80
Community Schools-Montessori	521	40,486.87
Extra Curr Tax Fees	526	1,707.43
Gifts & Donations	530	5,748.31
Indirect Costs Fund	570	27,821.04
UNRESTRICT CAPITAL OUTLAY	610	0.00
BOND BUILDING	630	10,336.52
Transportation Service Fund	950	721.38
		\$ 2,113,453.07

OSBORN SCHOOL DISTRICT NO. 8

December 16, 2025

Board Meeting

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

Agenda Item Number – VI-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. November 18, 2025 Regular Meeting
2. December 2, 2025 Work Study

Legal

Financial

Governing Board Goals

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

Recommendation

It is recommended that the Governing Board approve the Governing Board minutes as presented.

Moved _____ Seconded _____ P/F

The Regular Meeting of the Osborn School District Governing Board was called to order at 5:30 pm by Board President Violeta Ramos.

Violeta Ramos, Board President
Rhiannon Ford, Board Clerk
Edward Hermes, Board Member
Eric Thompson, Board Member
Ben Blink, Board Member
Dr. Michael Robert, Superintendent

Pledge of Allegiance/Land Acknowledgement

President Ramos read the land acknowledgement.

Student council member Marilani led the pledge.

School Presentation District Celebrations and Announcements

Principal Carranza shared a short presentation highlighting school goals for the next three years. He said the school has already achieved their goal for year one and will now look at goals for year two.

Assistant Principal Witherspoon spoke about student ownership and leadership and introduced Student Council Member Leke, who talked about after school clubs and introduced Drumming Instructor Ms. Linton. Ms. Linton shared the benefits of drumming for students and led the group in a performance.

Student Council Members Katelyn, Makeda, Emily, Evelyn, Genesis each introduced a recipient (listed below) of the Spread L.O.V.E. awards.

Deimy Flores- Equity
Guillermina Vallas- Joy
Sokunthear Chhim- Growth
Guadalupe Sandoval- Integrity
Amanda Merrill- Relationships

Student Council Member Juan then led attendees in a breathing exercise.

Continuing with celebrations, Dr. Robert congratulated Montecito on the micro-forest planting and expressed appreciation for the district's Native American community and extended an invitation to the monthly meeting to be held later in the month and to the upcoming Community Vision Night.

Governing Board Reports

Mr. Blink shared that with a goal to understand and meet the community, he has spent time at some of the schools and looks forward to visiting the remaining sites before taking a deep dive into achievement.

Mr. Thompson said he is pleased with the new marquees. He attended the Teacher of the Year celebration, Encanto/Clarendon Trunk or Treat and movie night event.

Mr. Hermes enjoyed the Solano presentation and was glad to see the school assisting with food distribution for 100 families when SNAP benefits were not received. He expressed his appreciation for the school working with community organizations and support of the community.

Mrs. Ford gave a shout out for the trunk or treat event at Clarendon thanking the PTO, staff and principal for all their efforts. Mrs. Ford thanked the foundation, leadership, social workers and Solano for all they do adding that the support and caring of the community is heart-warming. Lastly she recognized Emerson Fry Bread for their generosity of holding an event inviting anyone who was hungry to fry bread.

President Ramos shared that in addition to attending the beautiful planting at Montecito she recently graduated with a Flynn Brown Fellowship.

Dr. Robert stated that in the same way Osborn came together to support community, support will be needed for teachers supporting their families affected by the hurricane in Jamaica.

President Ramos called for a break at 6:05 PM.

The meeting resumed at 6:11 PM

Call to the Public

No requests submitted.

Consent Agenda – Approval of Items Since April Meeting

- A. Ratification of Accounts Payable Vouchers
- B. Ratification of Payroll Vouchers
- C. Board Minutes
 - 1. Regular Meeting of October 15, 2025
 - 2. Governing Board-Superintendent-Admin Team Retreat September 29, 2025
- 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. Approval of MOU's/Agreements with Community Partners
 - 1. Agreement with Scottsdale Community College for Experiential Education Partnership
 - 2. Agreement for Data Sharing with AZTR AIR Program
 - 3. Approval of MOU with AZTR Arizona Teacher Residency Program
- J. Out of state travel for Aaron Vogle and Julia Georges to travel to Chicago, IL December 17-19 to attend the Midwest Clinic

Mr. Thompson motioned to approve. Mrs. Ford seconded. Motion carried 5-0.

Mrs. Ramos aye
Mrs. Ford aye
Mr. Hermes aye
Mr. Thompson aye
Mr. Blink aye

Board Presentation

Director of Maintenance and Transportation Sam Garcia began with an overview of the Transportation Department sharing a prepared presentation with members.

Mr. Hermes returned to the meeting at 6:13 PM.

Transportation Supervisor Debra Murrillo shared information about a new app the department plans to implement that notifies when a child is enroute and other details that will keep parents informed.

Discussion continued around ridership and how far the department is transporting students. It was also shared that the district currently operates 5 EV buses with additional preparation needed for the 4 buses recently delivered.

Admin Reports

Mrs. Ford said she was happy to read about the Solano field trip to the pumpkin patch and hopes students will be taking more field trips.

Dr. Robert noted the lower number of absences this year as compared to last year crediting the efforts of principals and school attendance teams.

Information Updates

OEA Co presidents Storm Gerlock and Kirsten Callisen shared information about both their advocacy work and preliminary policy work in preparation for meet and confer.

Action Items

Approval of the FY 2026 Expenditure Budget Revision

President Ramos informed that due to a Public Hearing not included on the agenda this item will be for discussion/information only and will be brought back for a vote at the next meeting.

Ms. McCabe reviewed the summary page highlighting key numbers that were changing. She explained that the revision in August was not adjusted for the decline in enrollment but with the completion of the AFR the district now has the approved carryforward amount. She further explained that the M and O budget carryover amount will cover amounts needed to honor the districts previous decision to honor all contracts through the end of the year in spite of declining enrollment numbers.

Board Development

President Ramos reviewed that part 2 focused on goals and guardrails and asked for comments.

COUNTY OF MARICOPA
OSBORN SCHOOL DISTRICT NO. 8
Governing Board Regular Meeting
November 19, 2025

Mr. Hermes noted the area on self evaluations for board members. A short discussion about policy took place and the need to look at evaluation tools that fit the Board's expectations.

Mrs. Ford commented that members want communication with the community and encouraged members of the public to reach out and to attend meetings.

Mr. Thompson likes the focus on student outcome discussed in the book.

Mr. Blink said he was inspired that members chose this book and supports however the district can accelerate moving forward.

Referring to an example of a goal and guardrails from the reading, Dr. Robert said he looks forward to working together on the path members choose.

President Ramos said that with being in strategic planning they want to be sure there are smart goals in place. She said that in seeing numbers go up that it is about student outcome and looks forward to hearing from the community at their upcoming community meeting.

Members discussed the importance of spending the majority of their meetings around student outcomes. There was general agreement that additional work on making clear the connection between agenda items and student outcomes may be helpful.

Step 3 should be read for next meeting.

Future

None.

Adjournment

Board President Mrs. Ramos declared the meeting adjourned at 7:06 PM.

Minutes submitted by:

Lisa Nye, Executive Assistant
to the Superintendent and Governing Board

Rhiannon Ford, Board Clerk

The Regular Meeting of the Osborn Governing Board was called to order by Governing Board President Violeta Ramos at 5:30 PM

Violeta Ramos, Board President
Rhiannon Ford, Board Clerk
Edward Hermes, Board Member
Eric Thompson, Board Member
Ben Blink, Board Member
Dr. Michael Robert, Superintendent

Following the Public Hearing, the Regular Meeting resumed at 5:38 PM.

Revision of the Fiscal Year Expenditure Budget

Mr. Thompson motioned to approve. Mrs. Ford seconded. Motion carried 5-0.

Mrs. Ramos aye
Mrs. Ford aye
Mr. Hermes aye
Mr. Thompson aye
Mr. Blink aye

Approval of out of state travel to San Jose, California December 15-16, 2025 for Solano Principal Felipe Carranza and Assistant Principal Brandon Witherspoon to visit a City Year School.

In response to member Blink's questions about the partnership, Principal Carranza and Dr. Robert shared that the partnership began more than two years ago and will begin with 4 people on campus growing to a total of 6-8. These members will provide support to students individually as well as providing additional support in the classroom. The program will be made possible through City Year fundraising as well as ESSER dollars leveraged by the district.

Mrs. Ford motioned to approve. Mr. Thompson seconded. Motion carried 5-0.

Mrs. Ramos aye
Mrs. Ford aye
Mr. Hermes aye
Mr. Thompson aye
Mr. Blink 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**
8. **Non Renewals**

Mrs. Ford motioned to approve. Mr. Thompson seconded. Motion carried 5-0.

Mrs. Ramos aye
Mrs. Ford aye
Mr. Hermes aye
Mr. Thompson aye
Mr. Blink aye

Bond update

Don Brubaker and Carolina Haros shared a presentation with members providing an overview of updated cafeteria spaces at Solano and OMS. Mr. Brubaker then moved to design ideas around a new Child Nutrition Center that would be built on an unused field near the District Office and Clarendon. Member Bink questioned what the building will be used for. It was explained that in determining priorities with Child Nutrition staff the site will provide additional dry and cold storage allowing for bulk purchasing, educational space for both students and the community as well as kitchen space, programming, administrative offices, a conference room and commercial kitchen.

Discussion continued around how the building would be utilized and whether there are spaces at a school that could be re-designed to serve the same purpose. Ms. McCabe informed that counsel would need to be contacted if members were considering changes to what was stated in the election pamphlet.

Mr. Hermes arrived at 6:22 PM.

Discussion continued on how the site will also provide overflow parking, another way for buses to enter and exit the district office, next steps, the connection to student outcomes.

Model Policy Transition

Dr. Robert shared that they would be discussing chapters 1 and 2 that are related to the Governing Board and Superintendent. He said as they move through the chapters much of the work will be done with the administrative team and then shared with the Board.

He reviewed a document shared with members that provided a crosswalk of ASBA policies and TRUST policies noting that ASBA policies A and B correspond with TRUST policies chapter 1.

Reviewing policies in chapter 1, Dr. Robert shared the non-discrimination policy includes everything members wanted to keep in policy and questioned whether members want to move to holding organizational meetings to elect officers every other year rather than yearly. Members expressed a preference for making the President and Clerk seats 2 years terms.

Members agreed to remove the Board Member Request for Information policy. Communication Protocols was discussed next with Storm Gerlock expressing concern with language contained in the policy that she said could cause fear for staff wanting to speak with the Board. Dr. Robert noted that when addressing complaints, the importance of staff following processes in place. A short discussion followed with agreement reached that the first 2 sentences in the TRUST policy cover everything. The rest could be deleted.

In regards to policy adoption, the majority of members expressed a preference for option 2 that allows members to adopt policy in a single meeting.

Option A was preferred in the Parental Involvement- Parent Survey/Comments.

In chapter 2 members agreed to have policy that matches the practice of the Superintendent evaluation and that it state the evaluation would be completed annually rather than during a particular timeline.

Dr. Robert shared that he will work with Ms. McCabe, Mrs. Potter Davis and counsel on chapters 3 and 5 before bringing those chapters to the Board. Chapter 4 relates to HR and time will be needed in order to schedule time to review with Dr. Woodland, OEA and counsel.

Discussion moved to Meet and Confer with Dr. Robert requesting guidance from the Board as to the direction they would like to take. President Ramos stated she would like to have a Work Study to further discuss and hear from staff. Discussion continued around why Meet and Confer is important and ways the district is currently bringing OEA and others together through both the budget and policy committees to ensure voices are heard.

Agreement was reached to schedule a work study to further discuss.

Adjournment

Meeting adjourned at 8:16 pm

Minutes submitted by:

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

Rhiannon Ford, Board Clerk

OSBORN SCHOOL DISTRICT NO. 8

December 16, 2025

Board Meeting

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

Agenda Item Number – VI-D-1-8

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/Non-Renewal 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>
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NEW EMPLOYEES: CLASSIFIED

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE HIRED</u>	<u>RATE OF PAY</u>
Aldaco, Jose	Van Driver	MT	12/8/2025	\$17.33

ADDITIONAL ASSIGNMENTS					
<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE</u>	<u>RATE OF PAY</u>	
Carranza, Maria	XD- Student Council Mentor	ENC	11/24/2025	\$22.85	
Dayan, Giselle	XD- 21st Century Program Substitute	SOL	12/1/2025	\$25.08	
Duran, Jessica	XD- 21st Century 1:1 Student Support	SOL	12/1/2025	\$21.01	
Duran Solis, Yanet	XD- 21st Century Enrichment	SOL	12/1/2025	\$21.62	
Ramirez, Juana	XD-21st Century- Wednesday Enrichment	SOL	12/1/2025	\$23.03	

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>	

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

NEW YEAR SUBSTITUTES ASSIGNMENTS				
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RESIGNATIONS

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE</u>
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TERMINATIONS

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

<u>NAME</u>	<u>REASON</u>	<u>LOCATION</u>	<u>DATE</u>
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LEAVE OF ABSENCES:

<u>NAME</u>	<u>REASON</u>	<u>LOCATION</u>	<u>DATE</u>
Gray, Gentry	LOA	MT	11/21/2025

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>
Wharton, Patricia	JV Volleyball Coach 8-11 -10-31-25	\$1,000.00

OSBORN SCHOOL DISTRICT NO. 8

December 16, 2025

Board Meeting

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

Agenda Item Number – VI-E

Agenda Item
Donations

For Board: Action Discussion Information

Background –

Donor	Donation	Location	Estimated Value
Wilhelmina Hayes	Fishing/hunting supplies/equipment	Hunting/Fishing Club	\$800.00

Legal

Financial

Governing Board Goals

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

Recommendation

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

Moved _____ Seconded _____ P/F

11-17-2025

Att. Lisa Nye

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

NAME OF INDIVIDUAL MAKING DONATION: Wilhelmina Hays "Billie Hays"
(PLEASE PRINT)

REPRESENTING (FIRM, CORPORATION): self

SIGNATURE Wilhelmina Hays / Michael Perez Fishing Instructor

ADDRESS 19201 West Taylor St.

CITY Buckeye STATE AZ ZIP 85326

PHONE NUMBER (HOME) 602-723-2943 (OFFICE) N/A

SCHOOL REQUESTING ACCEPTANCE Longview Elm -

PRINCIPAL SIGNATURE [Signature] DATE 11/17/25

DONATED ITEM:

DESCRIPTION multi Rods and reels, Fishing vest and hunting fishing waders, Fishing lines, accessories, Salt Water rods

SERIAL # N/A

ESTIMATED VALUE \$ 800.00

ROOM #/LOCATION OF ITEM Fishing Room, Fish and Wildlife program.

BUSINESS OFFICE/PROPERTY CONTROL

ASSIGNED ASSET # _____

DATE OF BOARD APPROVAL _____

OSBORN SCHOOL DISTRICT NO. 8

December 16, 2025

Board Meeting

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

Agenda Item Number – VI-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 Budget to Actual Exp Report

From Date: 11/1/2025

To Date: 11/30/2025

Fiscal Year: 2025-2026

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

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
001.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	(\$881,137.45)	(\$5,352,107.85)	\$5,352,107.85	\$0.00	\$5,352,107.85	0.00%
001.000.0000.2000.000.000.0000	Undesignated	\$0.00	(\$0.99)	\$44.61	(\$44.61)	\$0.00	(\$44.61)	0.00%
001.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$2,878,071.49)	\$2,878,071.49	\$0.00	\$2,878,071.49	0.00%
001.000.0000.6000.000.000.0000	BUDGET LINE	\$21,383,750.22	\$1,765,186.76	\$7,452,569.74	\$13,931,180.48	\$11,627,667.89	\$2,303,512.59	10.77%
	FUND: MAINTENANCE AND OPERATION - 001	\$21,383,750.22	\$884,048.32	(\$777,564.99)	\$22,161,315.21	\$11,627,667.89	\$10,533,647.32	49.26%
010.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$545,185.87)	\$545,185.87	\$0.00	\$545,185.87	0.00%
	FUND: CLASSROOM SITE FUND - 010	\$0.00	\$0.00	(\$545,185.87)	\$545,185.87	\$0.00	\$545,185.87	0.00%
011.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$34,659.26)	\$34,659.26	\$0.00	\$34,659.26	0.00%
011.000.0000.6000.000.000.0000	BUDGET LINE	\$2,386,674.57	\$160,216.34	\$630,887.08	\$1,755,787.49	\$1,068,715.26	\$687,072.23	28.79%
	FUND: P301 BASE PAY - 011	\$2,386,674.57	\$160,216.34	\$596,227.82	\$1,790,446.75	\$1,068,715.26	\$721,731.49	30.24%
020.000.0000.6000.000.000.0000	BUDGET LINE	\$200,000.00	\$7,499.09	\$26,179.15	\$173,820.85	\$41,565.67	\$132,255.18	66.13%
	FUND: INSTRUCTIONAL IMPROVEMENT FUND - 020	\$200,000.00	\$7,499.09	\$26,179.15	\$173,820.85	\$41,565.67	\$132,255.18	66.13%
071.000.0000.6000.000.000.0000	BUDGET LINE	\$54,377.31	\$3,008.24	\$7,518.87	\$46,858.44	\$20,412.08	\$26,446.36	48.63%
	FUND: STRUCTURED ENGLISH IMMERSION - 071	\$54,377.31	\$3,008.24	\$7,518.87	\$46,858.44	\$20,412.08	\$26,446.36	48.63%
100.000.0000.6000.000.000.0000	BUDGET LINE	\$1,153,863.70	\$62,858.38	\$236,065.85	\$917,797.85	\$402,149.79	\$515,648.06	44.69%
	FUND: TITLE I - 100	\$1,153,863.70	\$62,858.38	\$236,065.85	\$917,797.85	\$402,149.79	\$515,648.06	44.69%
101.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$693,990.09)	\$693,990.09	\$0.00	\$693,990.09	0.00%
101.000.0000.6000.000.000.0000	BUDGET LINE	\$1,703,273.54	\$0.00	\$9,887.47	\$1,693,386.07	\$265.60	\$1,693,120.47	99.40%
	FUND: TITLE I - 101	\$1,703,273.54	\$0.00	(\$684,102.62)	\$2,387,376.16	\$265.60	\$2,387,110.56	140.15%
110.000.0000.6000.000.000.0000	BUDGET LINE	\$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	(\$15,419.42)	\$15,419.42	\$0.00	\$15,419.42	0.00%
115.000.0000.6000.000.000.0000	BUDGET LINE	\$40,000.00	\$0.00	\$16,016.98	\$23,983.02	\$0.00	\$23,983.02	59.96%
	FUND: TITLE I TARGETED SUPPORT & IMPROVEMENT - 115	\$40,000.00	\$0.00	\$597.56	\$39,402.44	\$0.00	\$39,402.44	98.51%
116.000.0000.6000.000.000.0000	BUDGET LINE	\$30,000.00	\$0.00	\$2,450.56	\$27,549.44	\$214.74	\$27,334.70	91.12%
	FUND: TITLE I TARGETED SUPPORT & IMPROVEMENT - 116	\$30,000.00	\$0.00	\$2,450.56	\$27,549.44	\$214.74	\$27,334.70	91.12%
140.000.0000.6000.000.000.0000	BUDGET LINE	\$143,776.29	\$1,382.72	\$3,792.26	\$139,984.03	\$64,733.79	\$75,250.24	52.34%
	FUND: TITLE IIA - IMPROVING TEACHER QUALITY - 140	\$143,776.29	\$1,382.72	\$3,792.26	\$139,984.03	\$64,733.79	\$75,250.24	52.34%
141.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$102,144.88)	\$102,144.88	\$0.00	\$102,144.88	0.00%
141.000.0000.6000.000.000.0000	BUDGET LINE	\$251,373.39	\$0.00	\$12,825.00	\$238,548.39	\$0.00	\$238,548.39	94.90%
	FUND: TITLE IIA - IMPROVING TEACHER QUALITY - 141	\$251,373.39	\$0.00	(\$89,319.88)	\$340,693.27	\$0.00	\$340,693.27	135.53%
160.000.0000.6000.000.000.0000	BUDGET LINE	\$95,886.60	\$898.24	\$3,535.30	\$92,351.30	\$22,901.80	\$69,449.50	72.43%
	FUND: TITLE IV - SAFE & DRUG FREE BASIC - 160	\$95,886.60	\$898.24	\$3,535.30	\$92,351.30	\$22,901.80	\$69,449.50	72.43%
161.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$49,802.26)	\$49,802.26	\$0.00	\$49,802.26	0.00%
161.000.0000.6000.000.000.0000	BUDGET LINE	\$169,955.66	\$0.00	\$1,722.83	\$168,232.83	\$1,926.73	\$166,306.10	97.85%
	FUND: TITLE IV - SAFE & DRUG FREE BASIC - 161	\$169,955.66	\$0.00	(\$48,079.43)	\$218,035.09	\$1,926.73	\$216,108.36	127.16%
162.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$121,279.26)	\$121,279.26	\$0.00	\$121,279.26	0.00%
162.000.0000.6000.000.000.0000	BUDGET LINE	\$240,000.00	\$7,090.76	\$16,847.22	\$223,152.78	\$115,987.87	\$107,164.91	44.65%

Osborn School District

Board Budget to Actual Exp Report

From Date: 11/1/2025

To Date: 11/30/2025

Fiscal Year: 2025-2026

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

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
	FUND: 21ST CENTURY (ENC, SOL) - 162	\$240,000.00	\$7,090.76	(\$104,432.04)	\$344,432.04	\$115,987.87	\$228,444.17	95.19%
163.000.0000.4000.000.0000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$144,609.48)	\$144,609.48	\$0.00	\$144,609.48	0.00%
163.000.0000.6000.000.000.0000	BUDGET LINE	\$330,000.00	\$216.96	\$6,007.13	\$323,992.87	\$1,928.58	\$322,064.29	97.60%
	FUND: 21ST CENTURY (CL, LV, OMS) - 163	\$330,000.00	\$216.96	(\$138,602.35)	\$468,602.35	\$1,928.58	\$466,673.77	141.42%
190.000.0000.6000.000.000.0000	BUDGET LINE	\$70,747.77	\$3,823.86	\$18,041.35	\$52,706.42	\$30,392.61	\$22,313.81	31.54%
	FUND: TITLE III - 190	\$70,747.77	\$3,823.86	\$18,041.35	\$52,706.42	\$30,392.61	\$22,313.81	31.54%
191.000.0000.6000.000.000.0000	BUDGET LINE	\$110,951.69	\$0.00	\$0.00	\$110,951.69	\$0.00	\$110,951.69	100.00%
	FUND: TITLE III - 191	\$110,951.69	\$0.00	\$0.00	\$110,951.69	\$0.00	\$110,951.69	100.00%
200.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$11,116.91)	\$11,116.91	\$0.00	\$11,116.91	0.00%
200.000.0000.6000.000.000.0000	BUDGET LINE	\$35,595.00	\$3,487.52	\$12,811.57	\$22,783.43	\$23,182.12	(\$398.69)	-1.12%
	FUND: TITLE VII - INDIAN ED - 200	\$35,595.00	\$3,487.52	\$1,694.66	\$33,900.34	\$23,182.12	\$10,718.22	30.11%
220.000.0000.6000.000.000.0000	BUDGET LINE	\$1,130,009.75	\$76,203.80	\$243,518.53	\$886,491.22	\$385,489.87	\$501,001.35	44.34%
	FUND: IDEA - BASIC - 220	\$1,130,009.75	\$76,203.80	\$243,518.53	\$886,491.22	\$385,489.87	\$501,001.35	44.34%
221.000.0000.6000.000.000.0000	BUDGET LINE	\$895,850.30	(\$8,647.24)	\$2,916.94	\$892,933.36	\$27,083.06	\$865,850.30	96.65%
	FUND: IDEA BASIC - 221	\$895,850.30	(\$8,647.24)	\$2,916.94	\$892,933.36	\$27,083.06	\$865,850.30	96.65%
222.000.0000.6000.000.000.0000	BUDGET LINE	\$29,517.50	\$1,314.13	\$7,557.53	\$21,959.97	\$12,180.00	\$9,779.97	33.13%
	FUND: IDEA - PRESCHOOL GRANT - 222	\$29,517.50	\$1,314.13	\$7,557.53	\$21,959.97	\$12,180.00	\$9,779.97	33.13%
223.000.0000.6000.000.000.0000	BUDGET LINE	\$29,973.04	\$0.00	\$0.00	\$29,973.04	\$0.00	\$29,973.04	100.00%
	FUND: IDEA EDISA - 2 Training - 223	\$29,973.04	\$0.00	\$0.00	\$29,973.04	\$0.00	\$29,973.04	100.00%
230.000.0000.6000.000.000.0000	BUDGET LINE	\$37,173.47	\$551.69	\$6,352.64	\$30,820.83	\$14,422.85	\$16,397.98	44.11%
	FUND: JOHNSON-O'MALLEY - 230	\$37,173.47	\$551.69	\$6,352.64	\$30,820.83	\$14,422.85	\$16,397.98	44.11%
231.000.0000.6000.000.000.0000	BUDGET LINE	\$37,173.47	\$0.00	\$0.00	\$37,173.47	\$0.00	\$37,173.47	100.00%
	FUND: JOHNSON-O'MALLEY - 231	\$37,173.47	\$0.00	\$0.00	\$37,173.47	\$0.00	\$37,173.47	100.00%
280.000.0000.6000.000.000.0000	BUDGET LINE	\$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%
290.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$39.00)	\$39.00	\$0.00	\$39.00	0.00%
290.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$31,712.53)	\$31,712.53	\$0.00	\$31,712.53	0.00%
290.000.0000.6000.000.000.0000	BUDGET LINE	\$550,000.00	\$15,284.66	\$60,654.36	\$489,345.64	\$100,873.98	\$388,471.66	70.63%
	FUND: MEDICAID REIMB - 290	\$550,000.00	\$15,284.66	\$28,902.83	\$521,097.17	\$100,873.98	\$420,223.19	76.40%
308.000.0000.6000.000.000.0000	BUDGET LINE	\$0.00	\$0.00	\$299,544.12	(\$299,544.12)	\$0.00	(\$299,544.12)	0.00%
	FUND: EPA CLEAN BUSES GRANT - 308	\$0.00	\$0.00	\$299,544.12	(\$299,544.12)	\$0.00	(\$299,544.12)	0.00%
310.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$1,223.64)	\$1,223.64	\$0.00	\$1,223.64	0.00%
310.000.0000.6000.000.000.0000	BUDGET LINE	\$8,690.00	\$0.00	\$428.13	\$8,261.87	\$1.87	\$8,260.00	95.05%
	FUND: AZ NURSES WORKFORCE GRANT - 310	\$8,690.00	\$0.00	(\$795.51)	\$9,485.51	\$1.87	\$9,483.64	109.13%
320.000.0000.6000.000.000.0000	BUDGET LINE	\$708,000.00	\$0.00	\$0.00	\$708,000.00	\$0.00	\$708,000.00	100.00%
	FUND: PRESCHOOL DEVELOPMENT GRANT - 320	\$708,000.00	\$0.00	\$0.00	\$708,000.00	\$0.00	\$708,000.00	100.00%

Osborn School District

Board Budget to Actual Exp Report

From Date: 11/1/2025

To Date: 11/30/2025

Fiscal Year: 2025-2026

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

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
322.000.0000.6000.000.000.0000	BUDGET LINE	\$276,000.00	\$0.00	\$0.00	\$276,000.00	\$0.00	\$276,000.00	100.00%
	FUND: PRESCHOOL DEV - START-UP - 322	\$276,000.00	\$0.00	\$0.00	\$276,000.00	\$0.00	\$276,000.00	100.00%
323.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$134,888.91)	\$134,888.91	\$0.00	\$134,888.91	0.00%
323.000.0000.6000.000.000.0000	BUDGET LINE	\$350,000.00	\$69,841.98	\$152,240.57	\$197,759.43	\$209,155.42	(\$11,395.99)	-3.26%
	FUND: PDG- CONTINUATION GRANT - 323	\$350,000.00	\$69,841.98	\$17,351.66	\$332,648.34	\$209,155.42	\$123,492.92	35.28%
333.000.0000.6000.000.000.0000	BUDGET LINE	\$800,000.00	\$5,145.22	\$32,892.11	\$767,107.89	\$36,531.44	\$730,576.45	91.32%
	FUND: HQEL - 333	\$800,000.00	\$5,145.22	\$32,892.11	\$767,107.89	\$36,531.44	\$730,576.45	91.32%
364.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$211,672.08)	\$211,672.08	\$0.00	\$211,672.08	0.00%
364.000.0000.6000.000.000.0000	BUDGET LINE	\$1,000,000.00	\$46,266.54	\$389,686.43	\$610,313.57	\$187,393.41	\$422,920.16	42.29%
	FUND: FED ED INNOVATION RESEARCH GRANT - 364	\$1,000,000.00	\$46,266.54	\$178,014.35	\$821,985.65	\$187,393.41	\$634,592.24	63.46%
457.000.0000.6000.000.000.0000	BUDGET LINE	\$26,000.00	\$1,325.26	\$5,102.33	\$20,897.67	\$8,812.97	\$12,084.70	46.48%
	FUND: RESULTS BASED FUNDING - 457	\$26,000.00	\$1,325.26	\$5,102.33	\$20,897.67	\$8,812.97	\$12,084.70	46.48%
472.000.0000.6000.000.000.0000	BUDGET LINE	\$180,000.00	\$3,222.90	\$19,075.14	\$160,924.86	\$23,045.77	\$137,879.09	76.60%
	FUND: EARLY LITERACY GRANT - 472	\$180,000.00	\$3,222.90	\$19,075.14	\$160,924.86	\$23,045.77	\$137,879.09	76.60%
473.000.0000.6000.000.000.0000	BUDGET LINE	\$185,820.00	\$14,699.76	\$56,456.04	\$129,363.96	\$101,756.20	\$27,607.76	14.86%
	FUND: FOUNDATIONAL LITERACY GRANT - 473	\$185,820.00	\$14,699.76	\$56,456.04	\$129,363.96	\$101,756.20	\$27,607.76	14.86%
475.000.0000.6000.000.000.0000	BUDGET LINE	\$45,000.00	\$2,297.29	\$8,752.40	\$36,247.60	\$16,049.22	\$20,198.38	44.89%
	FUND: OIE RISE GRANT - 475	\$45,000.00	\$2,297.29	\$8,752.40	\$36,247.60	\$16,049.22	\$20,198.38	44.89%
480.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	\$11,900.52	(\$11,900.52)	\$0.00	(\$11,900.52)	0.00%
480.000.0000.6000.000.000.0000	BUDGET LINE	\$407,053.00	\$34,867.78	\$134,200.19	\$272,852.81	\$222,886.64	\$49,966.17	12.28%
	FUND: SAFE SCHOOLS - 480	\$407,053.00	\$34,867.78	\$146,100.71	\$260,952.29	\$222,886.64	\$38,065.65	9.35%
500.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$7,807.51)	\$7,807.51	\$0.00	\$7,807.51	0.00%
500.000.0000.5000.000.000.0000	REVENUE FROM OTHER SOURCES	\$0.00	\$0.00	(\$283.80)	\$283.80	\$0.00	\$283.80	0.00%
500.000.0000.6000.000.000.0000	BUDGET LINE	\$686,000.00	\$0.00	\$0.00	\$686,000.00	\$0.00	\$686,000.00	100.00%
	FUND: SCH PL-SALE/LEAS OVR 1 YR - 500	\$686,000.00	\$0.00	(\$8,091.31)	\$694,091.31	\$0.00	\$694,091.31	101.18%
502.000.0000.6000.000.000.0000	BUDGET LINE	\$80,000.00	\$0.00	\$0.00	\$80,000.00	\$0.00	\$80,000.00	100.00%
	FUND: SCHOOL PLANT SALES - 502	\$80,000.00	\$0.00	\$0.00	\$80,000.00	\$0.00	\$80,000.00	100.00%
510.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$22,326.16)	\$22,326.16	\$0.00	\$22,326.16	0.00%
510.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$551,134.35)	\$551,134.35	\$0.00	\$551,134.35	0.00%
510.000.0000.6000.000.000.0000	BUDGET LINE	\$2,750,000.00	\$171,432.89	\$820,476.08	\$1,929,523.92	\$1,156,585.77	\$772,938.15	28.11%
	FUND: FOOD SERVICE - 510	\$2,750,000.00	\$171,432.89	\$247,015.57	\$2,502,984.43	\$1,156,585.77	\$1,346,398.66	48.96%
515.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$21,756.64)	\$21,756.64	\$0.00	\$21,756.64	0.00%
515.000.0000.6000.000.000.0000	BUDGET LINE	\$120,000.00	\$12,533.73	\$34,765.66	\$85,234.34	\$73,463.76	\$11,770.58	9.81%
	FUND: CIVIC CENTER - 515	\$120,000.00	\$12,533.73	\$13,009.02	\$106,990.98	\$73,463.76	\$33,527.22	27.94%
520.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$26,793.70)	\$26,793.70	\$0.00	\$26,793.70	0.00%
520.000.0000.6000.000.000.0000	BUDGET LINE	\$246,393.60	\$28,964.28	\$104,719.91	\$141,673.69	\$143,921.77	(\$2,248.08)	-0.91%
	FUND: COMMUNITY SCHOOL - 520	\$246,393.60	\$28,964.28	\$77,926.21	\$168,467.39	\$143,921.77	\$24,545.62	9.96%
521.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$41,605.80)	\$41,605.80	\$0.00	\$41,605.80	0.00%

Osborn School District

Board Budget to Actual Exp Report

From Date: 11/1/2025

To Date: 11/30/2025

Fiscal Year: 2025-2026

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

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
521.000.0000.6000.000.000.0000	BUDGET LINE	\$385,899.64	\$42,627.46	\$154,805.48	\$231,094.16	\$250,371.17	(\$19,277.01)	-5.00%
	FUND: COMMUNITY SCHOOL - MONTESSORI - 521	\$385,899.64	\$42,627.46	\$113,199.68	\$272,699.96	\$250,371.17	\$22,328.79	5.79%
525.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$1,724.29)	\$1,724.29	\$0.00	\$1,724.29	0.00%
525.000.0000.6000.000.000.0000	BUDGET LINE	\$30,000.00	\$0.00	\$1,168.02	\$28,831.98	\$3,493.63	\$25,338.35	84.46%
	FUND: AUXILIARY OPERATIONS - 525	\$30,000.00	\$0.00	(\$556.27)	\$30,556.27	\$3,493.63	\$27,062.64	90.21%
526.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$730.00)	\$730.00	\$0.00	\$730.00	0.00%
526.000.0000.6000.000.000.0000	BUDGET LINE	\$300,000.00	\$4,869.43	\$6,296.50	\$293,703.50	\$42,139.55	\$251,563.95	83.85%
	FUND: EXTRA CURR TAX FEES CR - 526	\$300,000.00	\$4,869.43	\$5,566.50	\$294,433.50	\$42,139.55	\$252,293.95	84.10%
530.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$30,009.88)	\$30,009.88	\$0.00	\$30,009.88	0.00%
530.000.0000.6000.000.000.0000	BUDGET LINE	\$250,000.00	\$6,828.60	\$52,251.22	\$197,748.78	\$56,890.85	\$140,857.93	56.34%
	FUND: GIFTS AND DONATIONS - 530	\$250,000.00	\$6,828.60	\$22,241.34	\$227,758.66	\$56,890.85	\$170,867.81	68.35%
540.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$36.00)	\$36.00	\$0.00	\$36.00	0.00%
540.000.0000.6000.000.000.0000	BUDGET LINE	\$10,500.00	\$22.00	\$379.00	\$10,121.00	\$1,571.00	\$8,550.00	81.43%
	FUND: FINGERPRINT - 540	\$10,500.00	\$22.00	\$343.00	\$10,157.00	\$1,571.00	\$8,586.00	81.77%
550.000.0000.6000.000.000.0000	BUDGET LINE	\$30,500.00	\$0.00	\$0.00	\$30,500.00	\$0.00	\$30,500.00	100.00%
	FUND: INSURANCE PROCEEDS - 550	\$30,500.00	\$0.00	\$0.00	\$30,500.00	\$0.00	\$30,500.00	100.00%
555.000.0000.6000.000.000.0000	BUDGET LINE	\$16,500.00	\$0.00	\$0.00	\$16,500.00	\$0.00	\$16,500.00	100.00%
	FUND: TEXTBOOKS - 555	\$16,500.00	\$0.00	\$0.00	\$16,500.00	\$0.00	\$16,500.00	100.00%
565.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$26.01)	\$26.01	\$0.00	\$26.01	0.00%
	FUND: LITIGATION RECOVERY - 565	\$0.00	\$0.00	(\$26.01)	\$26.01	\$0.00	\$26.01	0.00%
570.000.0000.6000.000.000.0000	BUDGET LINE	\$560,000.00	\$31,121.99	\$150,438.12	\$409,561.88	\$233,322.72	\$176,239.16	31.47%
	FUND: INDIRECT COSTS - 570	\$560,000.00	\$31,121.99	\$150,438.12	\$409,561.88	\$233,322.72	\$176,239.16	31.47%
575.000.0000.6000.000.000.0000	BUDGET LINE	\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$24,515.13	\$5,484.87	18.28%
	FUND: UNEMPLOYMENT INSURANCE - 575	\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$24,515.13	\$5,484.87	18.28%
585.000.0000.6000.000.000.0000	BUDGET LINE	\$3,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100.00%
	FUND: INSURANCE REFUND - 585	\$3,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100.00%
610.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	(\$112,319.59)	(\$785,074.82)	\$785,074.82	\$0.00	\$785,074.82	0.00%
610.000.0000.2000.000.000.0000	Undesignated	\$0.00	(\$0.19)	\$8.30	(\$8.30)	\$0.00	(\$8.30)	0.00%
610.000.0000.6000.000.000.0000	BUDGET LINE	\$2,386,674.00	\$328,653.82	\$1,212,929.99	\$1,173,744.01	\$94,650.43	\$1,079,093.58	45.21%
	FUND: UNRESTRICT CAPITAL OUTLAY - 610	\$2,386,674.00	\$216,334.04	\$427,863.47	\$1,958,810.53	\$94,650.43	\$1,864,160.10	78.11%
630.000.0000.5000.000.000.0000	REVENUE FROM OTHER SOURCES	\$0.00	\$0.00	(\$39,961,650.00)	\$39,961,650.00	\$0.00	\$39,961,650.00	0.00%
630.000.0000.6000.000.000.0000	BUDGET LINE	\$24,600,000.00	\$1,471,277.26	\$2,862,179.46	\$21,737,820.54	\$17,975,934.58	\$3,761,885.96	15.29%
	FUND: BOND BUILDING - 630	\$24,600,000.00	\$1,471,277.26	(\$37,099,470.54)	\$61,699,470.54	\$17,975,934.58	\$43,723,535.96	177.74%
665.000.0000.6000.000.000.0000	BUDGET LINE	\$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%
691.000.0000.6000.000.000.0000	BUDGET LINE	\$69,964.00	\$69,964.00	\$69,964.00	\$0.00	\$0.00	\$0.00	0.00%
	FUND: SFB BUILDING RENEWAL - 691	\$69,964.00	\$69,964.00	\$69,964.00	\$0.00	\$0.00	\$0.00	0.00%

Osborn School District

Board Budget to Actual Exp Report

From Date: 11/1/2025

To Date: 11/30/2025

Fiscal Year: 2025-2026

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

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
700.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	(\$629,947.83)	(\$4,326,935.20)	\$4,326,935.20	\$0.00	\$4,326,935.20	0.00%
700.000.0000.6000.000.000.0000	BUDGET LINE	\$8,174,150.00	\$0.00	\$0.00	\$8,174,150.00	\$0.00	\$8,174,150.00	100.00%
	FUND: DEBT SERVICE - 700	\$8,174,150.00	(\$629,947.83)	(\$4,326,935.20)	\$12,501,085.20	\$0.00	\$12,501,085.20	152.93%
850.000.0000.6000.000.000.0000	BUDGET LINE	\$30,500.00	\$200.46	\$200.46	\$30,299.54	\$6,751.81	\$23,547.73	77.21%
	FUND: STUDENT ACTIVITIES - 850	\$30,500.00	\$200.46	\$200.46	\$30,299.54	\$6,751.81	\$23,547.73	77.21%
855.000.0000.1000.000.000.0000	DO NOT USE	\$0.00	\$0.00	(\$257,290.99)	\$257,290.99	\$0.00	\$257,290.99	0.00%
855.000.0000.6000.000.000.0000	BUDGET LINE	\$3,000,000.00	\$221,812.92	\$1,169,990.51	\$1,830,009.49	\$1,544,946.91	\$285,062.58	9.50%
	FUND: EMPL INSUR PGM WITHHOLDNG - 855	\$3,000,000.00	\$221,812.92	\$912,699.52	\$2,087,300.48	\$1,544,946.91	\$542,353.57	18.08%
950.000.0000.6000.000.000.0000	BUDGET LINE	\$0.00	\$721.38	\$929.01	(\$929.01)	\$369.15	(\$1,298.16)	0.00%
	FUND: Transportation Service Fund - 950	\$0.00	\$721.38	\$929.01	(\$929.01)	\$369.15	(\$1,298.16)	0.00%
Grand Total:		\$78,958,104.36	\$3,045,666.81	(\$39,833,125.41)	\$118,791,229.77	\$36,376,655.46	\$82,414,574.31	104.38%

End of Report

OSBORN SCHOOL DISTRICT NO. 8

December 16, 2025

Board Meeting

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

Agenda Item Number – VI-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 2025/26 Statement of Revenues and Expenditures for the Student Activities Fund from November 1 through November 30, 2025.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT No. 8
Statement of Revenues and Expenditures
For Student Activities Fund
Activity from Nov 1, 2025 to Nov 30, 2025

<u>School</u>	<u>Beginning Balance</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Ending Balance</u>
Clarendon	5,093.34			5,093.34
OMS	8,173.63	-	-	8,173.63
Solano	10,679.48			10,679.48
Longview	15,079.35		200.46	14,878.89
	<u>\$ 39,025.80</u>	<u>\$ -</u>	<u>\$ 200.46</u>	<u>38,825.34</u>

*adjustment for interest earned in FY25 reflected in October beginning balances.

OSBORN SCHOOL DISTRICT NO. 8
December 16, 2025
Board Meeting

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

Agenda Item Number – VI-H

Agenda Item
Disposal of Equipment

For Board: Action Discussion Information

Background –
See attached

Legal

Financial

Governing Board Goals

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

Recommendation

Recommend approval of disposal of equipment as listed.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT #8

**REQUEST FOR AUTHORIZATION TO
DISPOSE OF EQUIPMENT**

SCHOOL Osborn School District DATE 12-4-2025

DEPARTMENT Technology

EQUIPMENT:

ASSET # _____

DESCRIPTION _____

SERIAL # _____

REASON FOR DISPOSITION Broken and outdated equipment

SIGNATURE  DATE 12-4-2025
PRINCIPAL/DEPT. HEAD

MAINTENANCE

PICKED UP BY _____ DATE _____

BUSINESS OFFICE

DATE ACQUIRED _____

RECORDED VALUE _____

PRESENT ESTIMATED VALUE _____

DATE OF BOARD APPROVAL 12-16-2025

SIGNATURE TO AUTHORIZE DISPOSAL _____
BUSINESS MANAGER

12/4/2025

struts

initials

[Handwritten initials]

[Handwritten initials]

5CD9117137	5CD91171R1	5cd9116zx8	5CD9116ZCS	PF3DCJZZ	PF3JL948	
5CD05302ZB	5CD05302R0	5cd05300lk	5CD9116ZVQ	P208GCWW	P208F41A	
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5CD9116XT6	5CD05302Y8	5cd9116xny	5CD91171RP	PF3G7NN2	P204C679	
5CD05300KQ	5CD911710G	5cd05300p0	5CD9116Z1R	PF3CXBjX	PF3G7NG6	
5CD9116ZDC	5CD05300GS	5cd9116zzy	5CD052RGMC	P204C70J	PF3D30DM	
5CD05302X6	5CD0530088	5cd05300i8	5CD83376HB	PF3D27BH	P204BTR4	
5CD053030N	5CD05300KW	5cd83377jv	5CD9116XWY	P204BU7D	PF3EBK43	
5CD0530072	5CD91170WJ	5cd9116z81	5CD911700Q	PF3FRLNX	PF3DMXTG	
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5CD052RGMH	5CD05301DY	5cd053030f	5CD9116XQ8	PF3ELD66	PF3G7FTG	
5CD05300SD	5CD9116ZCH	5cd05300i5	5CD83374DT	PF3DBGBK	P204BU4F	
5CD052RH1N	5CD9355MBR	5cd9116zm2	5CD9116XYQ	PF3DBSCR	PF3D3200	
5CD848520F	5CD9116Z8J	5cd91170rs	5CD9353M5Y	PF3F6F7N	P208C8DR	
5CD9116ZXV	5CD9116ZX2	5cd9116xt0	5CD91170TV	PF3D2YBH	PF3CY6QV	
5CD84846SP	5CD05300MV	5cd9116xyz	5CD052RH0R	PF3HR7JH	P204BU2P	
5CD9116YXY	5CD9116YYD	5cd9116zll	5CD9116Z9J	PF3CXX1X	PF3G794S	
5CD05300FJ	5CD9116ZY5	5cd911716m	5CD05300LN	PF3FCMGD	PF3F0YXB	
5CD9116ZSL	5CD053032C	5cd9116zml	5CD84846TY	PF3D3Q1K	PF3D61TK	
5CD05302YK	5CD91170Z6	5cd91171wf	5CD9116Z70	PF3JLQ81	PF3F6QK9	
5CD9355MDJ	5CD9116ZFT	5cd9116zms	5CD9116Z7K	PF3D3249	P208F3XW	
5CD91171SW	5CD911ZQ9	5cd053006v	5CD052RGPW	P204BU6M	P204BB7J	
5CD9116ZBH	5CD9116Y0Z	5cd911711z	5CD05300H8	PF3DKNRM	PF3DCBH7	
5CD05300FN	5CD82843JH	5cd91170wn	5CD053031S	PF3D3VBN	PF3G7DN5	
5CD83376FN	5CD91171V8	5cd9353i5g	5CD05300B4	PF3DBWV7	P208CB07	
5CD9116XQQ	5CD9116ZDV	5cd052rgn5	5CD053009M	PF3G6XTK	P204BU2V	
5CD83377BD	5CD05301FX	5CD83377D9	5CD911CYV3	5CD05300CH	DTVFMAA00831704E6F9200	
5CD9116XV4	5CD0530150	5CD83377DD	5CD911700T	5CD9116XV3	DTVGKAA001351078FD9800	
5CD9325FDD	5CD9116ZBM	5CD053019T	5CD9116Y14	5CD9116XVD	DTVCXAA0012220BF1C9201	
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5CD05301DV	5CD91170VR	5CD0530170	5CD84846WY		CN02Y3157161845FAKGZ	
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5Cd91170TB	5CD9116ZJ2	5CD9355MLB	5CD052RH0Y			

OSBORN SCHOOL DISTRICT NO. 8

December 16, 2025

Board Meeting

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

Agenda Item Number – VI-I-1

Agenda Item

Approval of Renewal of Student Placement Agreement between NAU and Osborn School District.

For Board: Action Discussion Information

Background –

The 5 year partnership from 12/15/2023 to 12/14/28 between NAU and Osborn School District allows for students in the NAU education program to gain teaching experience in Osborn’s classrooms that may qualify them for academic credit. NAU students will be placed with Osborn teachers who have volunteered to mentor students. Students will be partnered with teachers in grade levels that match the students’ selected college studies. The length of mentorship, schedule and number of hours will be agreed upon between student and teacher.

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 the Northern Arizona University (NAU).

Moved _____ Seconded _____ P/F



STUDENT PLACEMENT AGREEMENT (“Agreement”)
(Professional Education Programs)

This Agreement is entered into by and between the Arizona Board of Regents for and on behalf of Northern Arizona University principally located in Flagstaff, AZ (“University”) and Osborn Elementary School District (“Facility”) principally located in Phoenix, AZ.

I. DURATION

This Agreement will be in effect for five (5) years unless a lesser time-period is stated herein. The effective date of this Agreement will be 12/15/2023 and will end on 12/14/2028, and may be renewed, revised, or modified by a written addendum signed by both parties. The parties agree that either party may terminate this Agreement at any time upon thirty (30) days written notice, which may include electronic mail with delivery receipt, to the other party, except that any Student, as defined below, already assigned to and accepted by the Facility shall be allowed to complete any in-progress educational experience at the Facility (if feasible), provided, however, the parties retain the right to dismiss or withdraw any Student pursuant to Section III. 5.

II. PURPOSE

This Agreement establishes a relationship between the University and the Facility, to allow students from the University (“Students”) to participate in an unpaid or paid educational experience at the Facility’s site(s) that may qualify for University academic credit, as determined by the University.

III. GENERAL TERMS

1. A schedule of Student participation will be agreed upon by the University, the Student, and the Facility.
2. The Student’s participation should complement the service and educational activities of the Facility. The Student will be under the supervision of a Facility employee.
3. Each Student is expected to perform with high standards at all times and comply with the written policies and regulations of the Facility.
4. Each Student will obtain prior written approval from the University and the Facility before publishing or presenting any materials relating to the educational experience outside the normal educational setting of the University.
5. The University and the Facility reserve the right to dismiss or withdraw Student participation if Student conduct or performance is unsatisfactory.
6. Neither the University nor the Facility is obligated to provide for the Student’s transportation to and from the Facility or for health insurance for the Student.
7. A meeting or telephone conference between representatives of the University and the Facility will occur at least once each semester to evaluate the educational program.

8. Statements of performance objectives for this educational experience will be the joint responsibility of the University and the Facility personnel.
9. Each Student must adhere to the Facility's established dress and performance standards.
10. Each Student is expected to complete Facility required training related to privacy of Facility student information or data prior to starting any educational experience at the Facility.

IV. FACILITY'S OBLIGATIONS

1. The Facility agrees to appoint a qualified mentor who is responsible for the educational activities and supervision of the University Students participating under this Agreement.
2. The Facility agrees to submit to the University an evaluation of each Student's progress. The format for the evaluation is established by the University.
3. If the Student is not paid for the educational experience, Students are not deemed to be employees of the Facility during the duration of the experience by virtue of this Agreement.

If the Student is paid by the Facility for the educational experience, the Facility will provide compensation to the Student as agreed upon between the Facility and the Student. The Facility also agrees that the Student is considered an employee for the duration of the experience and is covered by the Facility's liability insurance and other employee related benefits.

If the Student is paid by the Facility for the educational experience, the Facility shall engage the Student as a "temporary employee" subject to the provisions of the Fair Labor Standards Act (FLSA) as a non-exempt employee in compliance with the minimum wage laws and applicable overtime.

Any such employment arrangement or employment contract between the Student and the Facility:

- a. shall be "at-will" which means that the Student or the Facility may terminate the employment at any time, with or without cause and with or without notice;
 - b. shall not restrict or limit the Student's ability to seek employment or educational experiences in any capacity at any other organization;
 - c. shall not incorporate any "non-compete" or "restraint of trade" undertakings by the Student;
 - d. shall not restrict, limit, or prejudice the Student in the case of early termination, resignation, or withdrawal from the educational experience/employment;
 - e. shall not incorporate any "liquidated damages", deduction of salary or liability undertakings by the Student for termination prior to the end of the contract term.
4. The Facility is responsible for the acts and omissions of Facility employees and agents and must maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of the Facility's employees and agents. The Facility is not responsible for maintaining insurance to cover liability arising from the acts and omissions of the employees and agents of the University.
 5. Nothing in this Agreement is intended to modify, impair, destroy, or otherwise affect any common law, or statutory right to indemnity, or contribution that the University may have against the Facility by reason of any act or omission of the Facility's employees or agents.

6. The Facility shall retain primary responsibility for its students and faculty.
7. The Facility acknowledges the risk of the spread of COVID-19 in the workplace and has implemented enhanced health and safety measures, in accordance with guidelines from the U.S. Centers for Disease Control and Prevention, and of other regulatory institutions, in response to the COVID-19 pandemic. The Facility shall ensure that such health and safety measures are afforded to, and provided for, all Students assigned to the Facility.

V. UNIVERSITY'S OBLIGATIONS

1. The University will designate faculty or other representatives to coordinate scheduling, provide course information and objectives, assist in advising, and supervising Students.
2. The University will be responsible for developing and carrying out procedures for Student selection and admission.
3. The University is an Arizona public institution of higher education and is self-insured through the Arizona Department of Administration Risk Management Division pursuant to Arizona Revised Statutes ("A.R.S.") §41-621, *et seq.* to cover liabilities arising from the acts and omissions of the University's employees, Students, and agents participating under this Agreement. The University is not responsible for maintaining insurance coverage for liability arising from the acts and omissions of the Facility's employees and agents.
4. The University reserves the right to withdraw any Student from the assigned educational experience at the Facility when, in the University's judgment, the educational experience no longer meets the needs of the Student or the Facility is not meeting its obligations as set forth in this Agreement.
5. The University assures the Facility that all Students placed will have a valid fingerprint clearance card. The University will provide a copy of the card or the Identified Verified Prints ("IVP") number at the time of the request for placement. The University will conduct periodic checks on the fingerprint clearance card throughout the Student's placement to ensure the continued validation of the fingerprint clearance card. The University will immediately remove a Student whose card becomes invalid.
6. The University shall ensure that Students review and understand their responsibilities under this Agreement as outlined in Appendix A.

VI. STATE OF ARIZONA PROVISIONS

1. **Nondiscrimination.** The parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.
2. **Notice of Arbitration Statutes.** Pursuant to A.R.S. §12-1518, the parties acknowledge and agree, subject to the Arizona Board of Regents Policy 3-809, that both parties may be required to make use of mandatory arbitration of any legal action that is filed in the Arizona Superior Court concerning a controversy arising out of this Agreement if required by A.R.S. §12-133.
3. **Conflict of Interest.** The parties agree that this Agreement may be cancelled for conflict of interest in accordance with A.R.S. §38-511. The Facility certifies that no such conflict of interest currently

exists and that there are no relevant facts or circumstances which could give rise to any actual or potential organizational or personal conflict of interest.

4. **Cancellation for Lack of Funding.** If either party's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature or governing board, and if the Arizona Legislature or governing board fails to appropriate the funds necessary for performance, then either party may provide written notice of this to the other party and cancel this Agreement without further obligation of either party. Appropriation is a legislative act and is beyond the control of either party.
5. **Student Educational Records.** Student educational records are protected by the U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations ("FERPA"). Facility will not require any University Students or employees to waive any privacy rights (including FERPA or the European Union's General Data Protection Regulation ("GDPR")) as a condition for receipt of any educational services, and any attempt to do so will be void. The Facility will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from the Student or as otherwise provided by law. If this Agreement requires or permits Facility to access or release any student records, then, for the purposes of this Agreement only, the University designates Facility as a "school official" for the University under FERPA, as that term is used in FERPA.
6. **Representations Regarding Relationship and Use of University Marks.** Except as otherwise agreed in writing, the parties acknowledge that the relationship created by this Agreement is limited to the Student educational experience or placement program contemplated herein. Neither party shall make any representations stating or implying that the parties engage in broader transactions or that a party is otherwise associated with the other party without first obtaining express written permission from the other party. In addition, neither party shall use any trade name, trademark, service mark, logo, domain name, nor any other distinctive brand feature owned or used by the other party without prior written authorization from the other party.
7. **Inspection and Audit.** All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the University, or the Auditor General of the State of Arizona, or their agents for five (5) years after the completion of this Agreement. Such records shall be provided at Northern Arizona University, Flagstaff, Arizona, or such other location as designated by the University, upon reasonable notice to the Facility.
8. **Arizona Public Records Laws.** The Facility acknowledges that the University is a public entity subject to the provisions of the Arizona Public Record Laws, A.R.S. §§ 39-121, *et seq.*

VII. MISCELLANEOUS

1. Neither party shall assign this Agreement without the prior written consent of the other party.
2. Each party to this Agreement shall be responsible for each party's own costs for performance of its respective obligations. The parties do not currently anticipate the need for a budget but will create one should the need arise.
3. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective.

This Agreement may not be modified or amended except by written instrument signed by both parties. This Agreement and all claims arising out of or relating to this Agreement shall be governed exclusively by the laws of the State of Arizona, the courts of which shall have jurisdiction over its subject matter.

4. Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent (“force majeure event”), including but not limited to acts of God, war, civil disturbance, terrorism, disaster, fire, earthquakes, hurricanes, known or suspected threats of illness, epidemics, pandemics, or government regulation. This Agreement may be terminated without further obligation or penalty, including cancellation fees or liquidated damages, of either party upon written notice from the affected party to the other party of such force majeure event.
5. This Agreement may be executed in counterparts, each of which will be deemed to be an original but all of which, taken together, shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by electronic means shall be deemed to be their original signatures for all purposes.
6. Any notice to the parties shall be in writing and shall be deemed given if delivered in person, electronic mail with delivery receipt, or three (3) days after mailing by United States registered or certified mail, postage prepaid, and addressed as follows:

To Facility:

Osborn Elementary School District
Jennifer Page
1226 W. Osborn Rd.
Phoenix, AZ 85013
Phone: 602-707-2000
Email: jpage@osbornsd.org

To University:

Northern Arizona University
Associate Dean, College of Education and Professional Education Programs
PO Box 5774
Flagstaff, AZ 86011
Email: NAUStudentTeaching@nau.edu

with a copy to:

Northern Arizona University
Contracts, Purchasing and Risk Management
PO Box 4124
Flagstaff, AZ 86011
Email: NAU-Contracts@nau.edu

The undersigned have read the foregoing Agreement and, as authorized signatories of the undersigned respective entities, hereby agree to be bound by it.

University: Arizona Board of Regents for
and on behalf of Northern
Arizona University

Facility: Osborn Elementary School
District

Signature: 

Signature: 

Print Name: Donelle Ruwe

Print Name: Michael Robert

Title: Associate Dean

Title: Superintendent

Date: 12/22/2023

Date: 12-20-23

APPENDIX A

STUDENT RESPONSIBILITY STATEMENT

This acknowledgment is made by the Student identified below to acknowledge certain duties and responsibilities with regard to participation in an educational experience in the Arizona Board of Regents for and on behalf of Northern Arizona University ("University") program at the location where the educational experience takes place ("Facility").

DUTIES AND RESPONSIBILITIES OF STUDENT

1. The Student will complete and be responsible for the cost of providing all health forms, health insurance, testing, and certificates requested by the Facility.
2. The Student will comply with all applicable policies, procedures, and rules of the Facility.
3. The Student will participate in orientation, required mandatory education, and skill training as required by the Facility.
4. The Student will demonstrate professional behavior appropriate to the environment, including adhering to the Facility's established dress code and maintaining high standards at all times.
5. The Student will follow the policies, rules, and regulations of the Facility, including those regarding confidentiality of information.
6. The Student's conduct at all times, both at the Facility and outside normal business hours, will be in a personally and professionally ethical manner.
7. The Student will make appropriate arrangements for transportation and housing, if necessary, and be responsible for all travel and living expenses incurred in relation to the educational experience.
8. The Student agrees that the University may share information received from a Student's Criminal Background Check and Drug Testing with the Facility, if applicable.
9. The Student will conform to the work schedule of the Facility and make up time and work missed during unavoidable illnesses, in consultation with Facility supervisor, the Student's University placement coordinator and/or instructor.
10. The Student will obtain prior written approval from University and the Facility before publishing or presenting any material relating to the educational experience outside the normal educational settings of the University.
11. The Student acknowledges the inherent risk of exposure to COVID-19 which exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. By participating in the program, the Student assumes all risks related to exposure to COVID-19.

I HAVE READ AND UNDERSTAND THIS ACKNOWLEDGMENT AND AGREE TO ABIDE BY ITS TERMS AND CONDITIONS:

Student Name: _____
(Please type or print)

Student Signature

Date

OSBORN SCHOOL DISTRICT NO. 8

December 16, 2025

Board Meeting

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

Agenda Item Number – VI-I-2

Agenda Item

**Agreement with Mesa Community College for Classroom Placement Opportunities for
Early Childhood Education Students**

For Board: Action Discussion Information

Background –

Mesa Community College’s Early Childhood Education-Dual Language Bachelor’s degree program is an approved Educator Preparation Program by the Arizona Department of Education. Their Mission is *To prepare individuals for employment in early childhood professions in dual language educational settings*. Their program includes advanced instruction in child development, curriculum design and development, theory and practice in the education of young children, and the intersections of family, community, and learning and development for dual language learners. We are excited to partner with Mesa Community College (MCC) to provide classroom placement opportunities for MCC education students to fulfill their student teaching requirements.

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 the Maricopa County Community College District.

Moved _____ Seconded _____ P/F



AFFILIATION AGREEMENT
Between
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
For
MESA COMMUNITY COLLEGE
And
DISTRICT

THIS AGREEMENT is made this 30th day of August 2024 between MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT FOR MESA COMMUNITY COLLEGE (referred to as "COLLEGE" herein) and Osborne School District (referred to as "DISTRICT" herein).

The COLLEGE desires to secure fieldwork experience for its teacher education students, and the DISTRICT is capable of providing support for field experience and student teaching experiences and maintains facilities suitable to provide desired experience for students of the COLLEGE.

IT IS THEREFORE AGREED BETWEEN THE PARTIES AS FOLLOWS:

A. RESPONSIBILITIES OF MESA COMMUNITY COLLEGE:

1. The COLLEGE will instruct its students to abide by all policies, procedures and rules of the DISTRICT. In matters relating to pupil activities, the COLLEGE students will take direction from authorized DISTRICT personnel.
2. The COLLEGE will maintain adequate insurance to provide coverage for liabilities arising from the acts and/or omissions of students and employees participating in the intercept experience with the DISTRICT. The COLLEGE will not be responsible for maintaining insurance coverage for any liability arising from the acts and/or omissions of the employees, representatives or agents of the DISTRICT, and the COLLEGE will not assume any liability arising from the acts and/or omissions of the employees, representatives or agents of the DISTRICT.
3. For student teaching placements, the COLLEGE shall designate a program supervisor to coordinate, consult and collaborate with the DISTRICT classroom teacher, and to supervise and evaluate the student teacher:
 - a) Out of County/Out of State Placements: via video-recorded lesson presentations, as well as phone and/or email communication.
 - b) Maricopa County Placements: via in-person Program Supervisor meetings and reviews, as well as phone and/or email communication.
4. The COLLEGE assures the DISTRICT that all students placed in their schools will have a valid fingerprint clearance card. If requested at the time of service to the DISTRICT, the COLLEGE will provide a copy of the appropriate state documents, and when available an IVP number. The COLLEGE will conduct periodic checks on the IVP card throughout the student's placement to ensure the continued validation of the fingerprint clearance card. The COLLEGE will immediately remove the student whose card has become invalid.
5. In cases of employment aligned to the Teacher in Residence Program/Alternative Path COLLEGE agrees to provide documentation of academic progress towards meeting the goal of certification.

B. RESPONSIBILITIES OF DISTRICT:

1. DISTRICT will provide qualified personnel for the guidance of students who are placed with the DISTRICT for programs and provide direct guidance, supervision and involvement for those students.
2. DISTRICT will provide appropriate and adequate facilities for learning purposes including sufficient space for teaching purposes and conferences with students.
3. DISTRICT will provide instructional materials, library facilities and other training aids as needed to the faculty/liason and student of the COLLEGE for training purposes. DISTRICT will inform THE COLLEGE of any change in policy, rules or regulations which will affect the students or faculty of the COLLEGE.
4. DISTRICT will maintain adequate insurance to provide coverage for the liabilities arising from the acts and/or omissions of employees, representatives or agents of DISTRICT who are participating in the internship programs with the COLLEGE.
5. DISTRICT may, for good cause, refuse to accept for placement or may terminate the field experience assignment or student teaching of any student by notifying the COLLEGE in writing. Prior to termination, the DISTRICT shall consult with the COLLEGE about its concerns and proposed course of action.

C. DURATION:

The effective date of this agreement is as of the date signed. It shall continue in force until canceled by written notice by either party to the other, no less than one semester in advance of the desired date of termination.

D. NON-DISCRIMINATION:

During the period of this agreement, the COLLEGE and the DISTRICT agree to comply with TITLE VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972 and Section 504 of the Rehabilitation Act of 1973 and both parties agree not to discriminate against any person on the basis of race, color, sex, religion, national origin, age or handicap. Executive Order 11246 and Executive Order 75-5 are both incorporated herein by reference and applicable to this agreement.

E. CANCELLATION FOR CONFLICT OF INTEREST:

Pursuant to A.R.S. § 38-511, either Party may, within three (3) years after the execution of this Agreement, cancel it without further penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement is at any time while the Agreement is in effect, an employee or agent of any other Party to the Agreement in any capacity or a consultant to any other Party, of the contract with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when either Party receives written notice of the cancellation unless the notice specifies a later time.

F. EVERIFY, RECORDS, AND AUDITS:

To the extent applicable under A.R.S. § 41-4401, the Parties and their respective 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 each retain the legal right to randomly inspect the papers and records of the other Parties and the other Parties' subcontractors who work under this Agreement to ensure that the other Parties and their subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other Parties. Each Party and its respective subcontractors shall cooperate with the other Parties' random inspections, including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

G. FERPA:

The parties agreed to comply with the provisions of the Family Educational Rights and Privacy Act

OSBORN SCHOOL DISTRICT NO. 8

December 16, 2025

Board Meeting

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

Agenda Item Number – VI-I-3

Agenda Item

Approval of IGA with the MCSS Office for Financial System Support Consortium

For Board: Action Discussion Information

Background –

This Agreement outlines the responsibilities of each of the parties to manage the Financial System of record (visions) as part of the MCSS Financial System Support Consortium. The Parties agree to cooperate and assist each other in meeting the mutual obligations and duties of each office.

The MCSS office will host the District’s Financial System hardware & software, ensuring data security, software updates, supporting 3 rd party applications interfaces, and data backups. In addition, MCSS office will provide key application support personnel for the purpose of resolving technical issues and supporting District end users with software functionality.

Legal

A.R.S. § 11-952

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 IGA with the MCSS Office for the Financial System Support Consortium.

Moved _____ Seconded _____ P/F



Intergovernmental Agreement between Maricopa County on behalf of the Maricopa County School Superintendent's Office and Osborn Elementary School District for Educational Enterprise Resource Planning

1.0 PARTIES

This Intergovernmental Agreement (IGA) provides a binding agreement between the Maricopa County School Superintendent's Office (hereafter referred to as "MCSS"), and **Osborn Elementary School District** (hereafter referred to as "the School District"), collectively "the Parties", for Educational Enterprise Resource Planning (ERP) licensing, hosting, maintenance, and support of Tyler Technologies, Inc.'s School ERP Pro (hereafter referred to as the "ERP System"). Maricopa County and the School District are authorized to enter into this IGA under A.R.S. §11-952 and §15-342(13) for the purposes of exercising joint powers or contracting for services.

2.0 PURPOSE

This IGA outlines the responsibilities of each of the parties to manage the ERP System of record as part of the MCSS ERP System Consortium. The Parties agree to cooperate and assist each other in meeting the mutual obligations and duties of each office because it is good public policy and benefit the citizens of Maricopa County.

3.0 DEFINITIONS

- 3.1 MCSS ERP System Consortium – is defined as school districts who have entered into an agreement with MCSS to purchase their ERP software licensing and have their ERP System hosted as detailed in this document.
- 3.2 ERP System – is defined as the software licensing and associated hosted interfacing applications, as well as technical support, that function as the financial system of record for school districts participating in the MCSS ERP System Consortium.

4.0 TERM OF AGREEMENT

This IGA is for five (5) years, beginning July 1, 2024, and ending June 30, 2029, unless terminated earlier by the Parties as set forth herein.

5.0 RESPONSIBILITIES OF THE PARTIES

5.1 MCSS Responsibilities:

- 5.1.1 Ensure that the ERP System is kept current on software updates. Not all released updates apply to or affect MCSS hosted districts. Some minor releases may be skipped or delayed.
- 5.1.2 Ensure that the ERP System is current with supported 3rd party products that it requires.
- 5.1.3 Maintain the ERP System hardware in good working order and provide sufficient disk space to allow ready access to at least 7 years of historical School District data.
- 5.1.4 Conduct non-critical software updates outside of normal business hours. Provide School District a minimum 48-hour notice, via email or other notification, of scheduled outage. Critical updates may require a shorter notice depending on the severity of the issue.
- 5.1.5 Back up all School District data nightly and keep data for a period of at least 15 days before overwriting or deleting. Store monthly backup files for a period of 12 months. Store yearly backups to accommodate any applicable Public Records Retention Schedules. Provisional databases are not backed up due to their temporary nature.
- 5.1.6 Inform School District when any action taken by MCSS results in the modification of School District data.
- 5.1.7 Protect School District data against unauthorized access, following best practices of data security.
- 5.1.8 Allow contracted software vendors access to requested data for the purpose of resolving technical issues in the course of providing support.
- 5.1.9 Maintain ERP System's Identity Provider (Active Directory) and security.
- 5.1.10 Provide the School District with necessary instructions, documentation, and licenses to ensure that the School District users can connect to the ERP System.
- 5.1.11 Provide support services outlined and attached hereto as Attachment 1, Exhibit D.

5.1.12 Invoice the School District for software licensing, hosting, maintenance, and support as outlined in Section 15.0 of this IGA.

5.2 The School District Responsibilities:

5.2.1 Provide MCSS with proper authorization for all user account updates for access to the ERP System.

5.2.2 Inform MCSS of changes related to the termination of key personnel or consultants with access to the ERP System in a timely manner.

5.2.3 Provide MCSS key application support personnel and contracted vendor with needed access to School District's ERP system and data for the purpose of resolving technical issues in the course of providing support.

5.2.4 Maintain and manage Users and User Roles in the ERP System as applicable.

5.2.5 Maintain and manage all local security in the ERP System as applicable.

5.2.6 Maintain accuracy and integrity of all data within their District's databases.

5.2.7 Comply with all requests from MCSS made in good faith related to processes or procedures to ensure data integrity and smooth operations.

5.2.8 Provide Internet connectivity and compatible equipment for all School District users of the ERP System.

5.2.9 Attend training as needed to remain current on third-party software and processes.

5.2.10 Pay MCSS within 30 days based on invoices received and as outlined in Section 15.0 of this IGA. Failure to pay could result in termination of this agreement and the School District's ERP system access, licensing, hosting, maintenance, and support. Disputed fees and expenses in all terminations must have been submitted in coordination with MCSS as invoice disputes in accordance with Section F (2) of the LICENSE AND SERVICES ADDENDUM (Attachment 1).

6.0 EMPLOYMENT

- 6.1 The employees providing support shall be MCSS employees, and MCSS will be responsible for payment of the employees' salaries and benefits.
- 6.2 For purposes of A.R.S. §23-1022 only, the employees shall be deemed to be employees of both MCSS and the School District, although MCSS shall be solely responsible for the payment of workers' compensation benefits. Both MCSS and the School District shall post a notice pursuant to A.R.S. §23-906, in substantially the following form:

All employees are hereby further notified that they may be required to work under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

7.0 TERMINATION

- 7.1 This IGA is subject to cancellation in accordance with the provisions of A.R.S. §38-511.
- 7.2 In the event conflict arises, the Parties agree to make every effort to reconcile conflicts and make reasonable provisions to ensure neither party will suffer as a consequence of conflict.
- 7.3 Either party may terminate this IGA any time upon delivering a written notice of termination to the other party three months (3) in advance of the requested date of termination. Such notice shall be given by personal delivery or by Registered or Certified mail.
- 7.4 This IGA may be terminated by mutual written agreement of the parties specifying the termination date therein.

8.0 AMENDMENTS

The Parties may amend this IGA only by written amendment signed by both Parties.

9.0 INCORPORATION OF DOCUMENTS

- 9.1 The following are to be attached to and made part of this Contract:

9.1.1 Attachment 1 – Contract by and between Maricopa County and Tyler Technologies, Inc.

10.0 NOTICES

Communication and details concerning this IGA shall be directed to the following contract representatives:

Maricopa County:
Heather Mock
Asst. Superintendent of Econ. Mgmt.
Office of the Maricopa County
School Superintendent
4041 N. Central Ave, Suite 1100
Phoenix, Arizona 85012
heather.mock@maricopa.gov
602-506-2068

School District:
Colleen Toscano
Chief Operations Officer
Osborn Elementary School District

1226 W. Osborn Rd.
Phoenix, AZ 85013
ctoscano@osbornsd.org
602-707-2000

11.0 EMPLOYMENT DISCLAIMER

11.1 This IGA 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, and the rights and obligations of the Parties shall be only those expressly set forth in this IGA.

11.2 The Parties agree that there will be no discrimination as to race, sex, religion, color, age, creed, or national origin in regard to obligations, work, and services performed under the terms of any contract ensuing from this engagement. The Parties will comply with Executive Order No. 11246, entitled "Equal Employment Opportunity", and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

12.0 GENERAL INDEMNIFICATIONS

To the extent allowable by law, each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

13.0 COMPLIANCE WITH APPLICABLE LAWS

13.1 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:

13.1.1 Unless exempt under Federal law, both Parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5, as updated in State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. Both Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment of qualified persons because of physical or mental disability. Both Parties shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

13.1.2 Both Parties shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of, or participation in, contract services on the basis of race, color, or national origin. Both Parties shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services, and activities.

14.0 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. §23-214 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

14.1 By entering into this IGA, the Parties represent and warrant compliance with the Immigration and Nationality Act (8 U.S.C. §§ 1101, *et seq.*) (INA) and all other Federal and State immigration laws and regulations related to the immigration status of their employees. The Parties shall obtain statements from any Subcontractors certifying compliance and shall furnish the statements to the Department upon request. These representations and warranties shall remain in effect throughout the term of this IGA. The Parties and any Subcontractors shall also maintain Employment Eligibility Verification forms (I-9), as required by the U.S. Department of Labor's Immigration Reform and Control Act of 1986 (Pub. L. No. 99-603), for all

employees performing work under this IGA. I-9 forms are available for download at USCIS.GOV.

14.2 The Parties warrant that they are in compliance with A.R.S. §41-4401 (E-Verify requirements) and further acknowledge:

14.2.1 That the Parties and its Subcontractors, if any, warrant their compliance with all Federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. §23-214; and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, which is longer;

14.2.2 That a breach of a warranty under subsection 14.1 above shall be deemed a material breach of this IGA and the County may immediately terminate this IGA without liability; and

14.2.3 That the County and any contracting government entity retains the legal right to inspect the papers and employment records of any party or Subcontractor employee who works on this IGA to ensure that the party or Subcontractor is complying with the warranty provided under subsection 14.1 above and that the party agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.

15.0 PAYMENT

15.1 MCSS shall invoice and receive reimbursement from the School District within 30 days for the following costs calculated from a combination of software licensing and support, School District user count, ADM, and MCSS support staff:

15.1.1 The cost for the School District's ERP System annual software licensing—Fiscal year 2025 (7/1/2024-6/30/2025) costs will be **\$33,128.82**, plus any applicable taxes. Fees for fiscal years 2026 through 2029 shall be subject to increases of no more than five percent (5% year over year).

15.1.2 The costs for MCSS to host and publish the ERP System to be accessed over the Internet and costs associated with MCSS support employees—Fiscal year 2025 (7/1/2024-6/30/2025) costs will be **\$8,969.32**. Fees for fiscal years 2026 through 2029 shall be subject to increases of no more than five percent (5%) year over year.

15.2 The School District shall obtain and fund their connection to the Internet.

16.0 CONFLICT WAIVER

The Parties to this IGA acknowledge that they are aware that the Civil Services Division of the Maricopa County Attorney's Office (Civil Division) may be chosen as the attorney for other Parties to this agreement, and the signing party acknowledges that it is aware of a potential conflict of interest, and it waives any claim of conflict of interest, which may arise by virtue of Civil Division's representation of other Parties to this agreement.

17.0 COMPLETE AGREEMENT

This IGA contains the full and final agreement of the Parties and supersedes any prior agreement or understandings between the Parties, either written or verbal, dealing with the same subject matter.

FOR AND ON BEHALF OF MARICOPA COUNTY:

Shelli Boggs
Maricopa County School Superintendent

February 12, 2025
Date

FOR AND ON BEHALF OF SCHOOL DISTRICT:

[Signature]
School District Representative

1-6-25
Date

[Signature]
Chairman, Board of Supervisors

FEB 20 2025
Date

ATTEST:

[Signature]
Clerk, Board of Supervisors

FEB 20 2025
Date **021225**

Pursuant to A.R.S. §11-952, legal counsel has determined that this Intergovernmental Agreement is within the powers and authority granted under the laws of the State of Arizona.

/s/ Max G. Carpinelli
Attorney for Maricopa County

1/14/2024
Date

Renee Osipov
Attorney for School District

11/19/24
Date



CONTRACT Educational Enterprise Resource Planning 240128-IGA

This contract ("Agreement" or "Contract") is entered into the 8th day of August, 2024 by and between Maricopa County ("County" or "Client"), a political subdivision of the State of Arizona, and Tyler Technologies Inc., a Delaware corporation ("Contractor" or "Tyler"), for constituent school districts of the County to continue the licensing of or access to and maintenance and support of Tyler's proprietary education-focused Enterprise Resource Planning (ERP) system known as School ERP Pro.

1.0 CONTRACT TERM

This Contract is for a term of five (5) years, beginning on July 1, 2024 ("Effective Date") and ending on June 30, 2029, unless earlier terminated as set forth herein.

2.0 CONTRACT COMPLETION

In connection with the termination of this Contract for any reason, and only upon the execution of a mutually agreed change order or addendum, the Contractor shall make all commercially reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to, preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records and other data in the possession, custody, or control of the Contractor that are required to be provided to the County either by the terms of this Agreement or as a matter of law. The parties shall reasonably cooperate during the transition. Client shall reimburse Tyler for all transition services provided by Tyler at Tyler's then-current rates, plus reasonable costs, and expenses, as set forth in the parties' executed change order or addendum. The provisions of this clause shall survive the expiration or termination of this Agreement.

3.0 PAYMENTS

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sums stated in Exhibit B – Investment Summary.

3.2 Payment shall be made within forty-five (45) days of County's receipt of the invoice.

3.3 INVOICES

3.3.1 The Contractor shall submit one legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a

minimum, the invoice must provide the following information, in all cases to the extent applicable:

- Company name, address, and contact information
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Date(s) of service or delivery
- Quantity
- Description of purchase (product or services)
- Extended price
- Freight (if applicable)
- Mileage with rate (if applicable)
- Total amount due

3.3.2 Problems regarding billing or invoicing shall be directed to the department as listed on the purchase order.

3.3.3 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award, the Contractor shall (if not previously done) complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<https://www.maricopa.gov/5169/Vendor-Information>).

3.3.4 EFT payments to the routing and account numbers designated by the Contractor shall include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 APPLICABLE TAXES

3.4.1 It is the responsibility of the Contractor to determine any and all applicable taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If County is a tax-exempt entity, County agrees to provide Contractor with a tax-exempt certificate. Otherwise, Contractor will pay all applicable taxes to the proper authorities and County will reimburse Contractor for such taxes. If County has a valid direct-pay permit, County agrees to provide Contractor with a copy. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.

3.4.2 The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide Contractor any advice or guidance regarding taxes. If Contractor has questions regarding its tax liability, seek advice from a tax professional prior to submitting its bid. Contractor may also find information at <https://azdor.gov/business>. Once the bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds overpayment of a project due to tax consideration that was not due, the Contractor will be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.

3.4.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to their operation and any persons employed by the

Contractor. Contractor shall, and require all subcontractors to, hold the County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or State and local laws and regulations, and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and workers' compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to municipality or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

4.0 AVAILABILITY OF FUNDS; TERMINATION FOR LACK OF APPROPRIATIONS.

4.1 The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds. If County should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, County may unilaterally terminate this Agreement upon thirty (30) days' written notice to Contractor. County will not be entitled to a refund or offset of previously paid license and other fees. County agrees not to use termination for lack of appropriations as a substitute for termination for convenience. In the event of termination for lack of appropriation, County will pay Contractor for all undisputed fees and expenses related to the software, products, and/or services County has received, or Contractor has incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations must have been submitted as invoice disputes in accordance with Section F (2) of the LICENSE AND SERVICES ADDENDUM.

4.2 If any action is taken by any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least thirty (30) days in advance, and as further set forth above in Section 4.1.

5.0 DUTIES

The Contractor shall perform all duties as stated in this Contract, or as otherwise agreed to in writing by the parties.

6.0 TERMS AND CONDITIONS

6.1 INDEMNIFICATION

6.1.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses, or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend, indemnify, and hold harmless the County (as Owner), its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) —other than those claims specifically listed in section 6.1.2 below—to the extent caused by or alleged to have been caused by the negligent acts, errors, or omissions of the Contractor, a subcontractor, or anyone employed by them relating to the performance of this Contract. County must notify Contractor promptly in writing of the claim and give Contractor sole control over its defense or settlement, except where settlement

involves a County obligation or does not release County from further liability. County agrees to provide Contractor with reasonable assistance, cooperation, and information in defending the claim.

- 6.1.2 To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the County (as Owner), its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) for (a) personal injury or property damage to the extent caused by the negligence or willful misconduct of the Contractor, or (b) Contractor's violation of PCI-DSS Requirements or a law applicable to Contractor's performance under this Contract. County must notify Contractor promptly in writing of the claim and give Contractor sole control over its defense or settlement, except where settlement involves a County obligation or does not release County from further liability. County agrees to provide Contractor with reasonable assistance, cooperation, and information in defending the claim.
- 6.1.3 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this section.
- 6.1.4 The scope of this indemnification does not extend to the sole negligence of County.

6.2 INFRINGEMENT DEFENSE AND INDEMNIFICATION

- 6.2.1 Contractor will defend County against any third-party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which Contractor consents). County must notify Contractor promptly in writing of the claim and give Contractor sole control over its defense or settlement. County agrees to provide Contractor with reasonable assistance, cooperation, and information in defending the claim at Contractor's expense.
- 6.2.2 Contractor's obligations under this Section 6.2 will not apply to the extent the claim or adverse final judgment is based on County's use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or County's willful infringement.
- 6.2.3 If Contractor receives information concerning an infringement or misappropriation claim related to the Tyler Software, Contractor may, at Contractor's expense and without obligation to do so, either: (a) procure for County the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case County will stop running the allegedly infringing Tyler Software immediately. Alternatively, Contractor may decide to litigate the claim to judgment, in which case County may continue to use the Tyler Software consistent with the terms of this Agreement.
- 6.2.4 If an infringement or misappropriation claim is fully litigated and County's use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which Contractor consents), Contractor will, at Contractor's option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides County's exclusive remedy for third party

copyright, patent, or trademark infringement and trade secret misappropriation claims.

6.2.5 Exceptions

Contractor will have no defense or indemnity obligation for any Claim based on:

6.2.5.1 modifications by someone other than Contractor;

6.2.5.2 software has been modified by Contractor in accordance with County-provided specifications or instructions;

6.2.5.3 use or combination by the County of software with Third-Party Products, open source, or freeware technology;

6.2.5.4 Third-Party Products, open source, or freeware technology;

6.2.5.5 a product that is used or located by County in a country other than the country in which or for which it was supplied by Contractor;

6.2.5.6 possession or use of a product after Contractor has informed County of modifications or changes required to avoid such Claim and offered to implement those modifications or changes, if such Claim would have been avoided by implementation of Contractor's suggestions and to the extent County did not provide Contractor with a reasonable opportunity to implement Contractor's suggestions; or

6.2.5.7 the amount of revenue or profits earned, or other value obtained by the use of products, or the amount of use of the products.

6.2.6 The foregoing states Contractor's entire liability, and County's sole and exclusive remedy, except as provided by law or equity, with respect to any infringement or misappropriation of any intellectual property rights of another party.

6.3 INSURANCE

6.3.1 Contractor, at Contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona.

6.3.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted.

6.3.3 In the event that the insurance required is written on a claims-made basis, continuous coverage will be maintained for a period of two years beginning at the time work under this Contract is completed.

6.3.4 Contractor's Commercial General Liability and Automobile Liability insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

- 6.3.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Contractor shall be solely responsible for the deductible and/or self-insured retention.
- 6.3.6 Contractor's Commercial General Liability and Automobile Liability insurance shall include County, its agents, representatives, officers, directors, officials, and employees as additional insureds.
- 6.3.7 Contractor's Commercial General Liability and Automobile Liability insurance shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.
- 6.3.8 If available, the Commercial General Liability and Automobile Liability insurance policies required by this Contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

6.3.8.1 Commercial General Liability

Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims.

6.3.8.2 Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the premises under this Contract.

6.3.8.3 Workers' Compensation

6.3.8.3.1 Workers' compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

6.3.8.3.2 Contractor waives all rights of subrogation against this Contract and its agents, officers, directors, and employees for claims under Contractor's Automobile Liability and Commercial General Liability policies that arise out of or relate to the Contract and are between County and

Contractor, except to the extent the damage or injury is caused by County.

6.3.8.4 Errors and Omissions/Professional Liability Insurance

Technology Errors & Omission insurance: Such insurance shall cover any and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this Contract.

- Each claim \$5,000,000

In the event that the Technology Errors & Omission insurance required by this Contract is written on a claims-made basis, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years, beginning at the time work under this Contract is completed.

6.3.8.5 Crime

Contractor shall maintain Commercial Crime Liability Insurance with a limit of not less than \$1,000,000 for each occurrence. The policy shall include, but not be limited to, coverage for employee dishonesty, fraud, theft, or embezzlement.

6.3.8.6 Cyber, Network Security, and Privacy Liability

Cyber, Network Security and Privacy Liability Insurance with a limit of not less than \$5,000,000 on a claims-made basis.

6.3.9 Certificates of Insurance

6.3.9.1 Contractor shall furnish the County with valid and complete Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect.

6.3.9.2 In the event any insurance policy(ies) required by this Contract is (are) written on a claims-made basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual certificates of insurance.

6.3.9.3 Renewal certificates of insurance will be provided as close as practicable to the date the applicable policy or policies is/are renewed.

6.3.9.4 Certificates of Insurance shall identify Maricopa County as the certificate holder as follows:

Maricopa County
c/o Risk Management
301 W Jefferson St, Suite 910
Phoenix, AZ 85003

6.3.10 Cancellation and Expiration Notice

Contractor will provide County with notice of cancellation or non-renewal, or reduction in Contractor's insurance coverages below the minimum requirements set forth in the Contract, within thirty (30) days thereof unless replaced. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed, or hand delivered to 301 W. Jefferson St., Suite 700, Phoenix, AZ 85003.

6.4 FORCE MAJEURE

6.4.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this contract, if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes include, but are not limited to, acts of God/nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service, and pandemic.

6.4.2 Each party, as applicable, shall give the other party notice within ten (10) business days of the Force Majeure event of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

6.4.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

6.5 ORDERING AUTHORITY

Any request for purchase shall be accompanied by a valid purchase order issued by a County department or directed by a Certified Agency Procurement Aide (CAPA) with a purchase card for payment.

6.6 PURCHASE CARD ORDERING CAPABILITY

County may opt to use a purchase card (Visa or Master Card) to make payment for orders under this Contract.

6.7 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION

This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the County identifies a need and proper authorization and documentation have been approved.

6.8 PURCHASE ORDERS

Purchase orders submitted by the County are for the County's internal administrative purposes, and the terms and conditions contained in those purchase orders will have no force or effect to any extent they deviate from the terms of this contract. County reserves the right to correct errors in its own purchase orders within a reasonable period of time after issuance.

6.9 BACKGROUND CHECK

Contractor's employees undergo criminal background checks prior to hire. All employees sign Contractor's confidentiality agreement and security policies. Additional background checks for Contractor personnel may be required by law or County or constituent school district policy and when required shall be performed. This applies to, but is not limited to, the company, subcontractors, and employees, and the failure to pass these checks may result in the County requiring the Contractor to reassign personnel who do not pass these checks.

6.10 STOP WORK ORDER

6.10.1 The procurement officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 calendar days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the procurement officer shall either:

6.10.1.1 cancel the stop work order; or

6.10.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.

The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor or otherwise requires a change to the project schedule.

6.11 TERMINATION FOR CONVENIENCE

The County may terminate this Contract for convenience by providing 60 calendar days advance written notice to the Contractor. In the event of termination for convenience, County will pay Contractor for all undisputed fees and expenses related to the software, products, and/or services Client has received, or Tyler has incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than County's termination for cause must have been submitted as invoice disputes in accordance with Section F (2) of the LICENSE AND SERVICES ADDENDUM.

6.12 TERMINATION FOR DEFAULT

6.12.1 For Cause. If County believes Contractor has materially breached this Agreement, County will invoke the Dispute Resolution clause set forth in Section 6.46. County

may terminate this Agreement for cause in the event Contractor does not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section 6.46. In the event of termination for cause, County will pay Contractor for all undisputed fees and expenses related to the software, products, and/or services County has received, or Tyler has incurred or delivered, prior to the effective date of termination.

6.12.2 Insolvency. The County shall have the right to terminate this Contract at any time in the event Contractor files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Contractor and not discharged within thirty (30) days; or if Contractor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Contractor or its business. In the event of termination for insolvency, County will pay Contractor for all undisputed fees and expenses related to the software, products, and/or services County has received, or Tyler has incurred or delivered, prior to the effective date of termination.

6.13 WARRANTY OF SERVICES

The Contractor warrants that it will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event Contractor provides services that do not conform to this warranty, Contractor will re-perform such services at no additional cost to County.

6.14 INSPECTION OF SERVICES

6.14.1 During a new implementation, County has the right to inspect and test the software prior to go-live. County shall perform inspections and tests in a manner that will not unduly delay the work and in accordance with the applicable statement of work for the software.

6.14.2 Regarding a new implementation, If any of the services do not conform to contract requirements, County may require the Contractor to perform the services again in conformity with contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

6.14.2.1 require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

6.14.2.2 mutually agree with Contractor on a reduction in contract price to reflect the reduced value of the services performed.

6.14.3 Regarding a new implementation, If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, County may:

6.14.3.1 terminate the contract after notice and an opportunity to cure in accordance with the Contract terms.

6.15 USAGE REPORT

The Contractor shall furnish the County a usage report, upon request, delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each Contract item by individual unit of measure.

6.16 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that, pursuant to A.R.S. § 38-511, the County may cancel any contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

6.17 SUBCONTRACTING; ASSIGNMENT; BINDING EFFECT

6.17.1 This Agreement shall be binding on, and shall be for the benefit of, the parties' successors and permitted assigns. Neither party may assign to another Contractor or subcontract to another party for performance of the terms and conditions hereof after the Effective Date without the written consent of the other; provided, however, County's consent is not required for an assignment by Contractor as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of Contractor's assets.

6.17.2 The subcontractor's rate for the job shall not exceed that of the prime Contractor's rate, as bid in the pricing section, unless the prime Contractor is willing to absorb any higher rates. The subcontractor's invoice shall be invoiced directly to the prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime Contractor's invoice.

6.18 AMENDMENTS

All amendments to this Contract shall be in writing and approved/signed by both parties. The County Office of Procurement Services shall be responsible for approving all amendments for The County.

6.19 ADDITIONS/DELETIONS OF REQUIREMENTS

The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.20 RIGHTS IN DATA

The County shall have the use of its own data and reports resulting from a contract without additional cost or other restriction except as may be established by law or applicable regulation.

6.21 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW

6.21.1 In accordance with Section MC1-372 of the Maricopa County Procurement Code, the Contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation

relevant to this Contract for six years after final payment or until after the resolution of any audit questions, which could be more than six years, whichever is longest. The County, Federal, or State auditors and any other persons duly authorized by the department shall have full access to and the right to examine, copy, and make use of, any and all said materials.

6.21.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse the County for the services not so adequately supported and documented.

6.22 AUDIT DISALLOWANCES

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check, or a deduction from current invoices submitted by the Contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to the County.

6.23 NONWAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

6.24 VALIDITY

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.25 SEVERABILITY

The removal, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.26 RELATIONSHIPS

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.27 NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this Contract as if set forth in full herein. During the performance of this contract, contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be viewed at https://apps.azsos.gov/public_services/register/2009/46/governor.pdf)

6.28 WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01

If Contractor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

6.29 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.29.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers, and directors:

6.29.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States department or agency or any state, or local jurisdiction;

6.29.1.2 have not within a three-year period preceding this contract:

6.29.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State, or local) transaction or contract; or

6.29.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

6.29.1.3 are not presently indicted or criminally charged by a government entity (Federal, State, or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State, or local) transaction or contract;

6.29.1.4 are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction, though Contractor may have civil litigation pending vis-à-vis one or more governmental entities; and

6.29.1.5 have not within a three-year period preceding this Contract had any public transaction (Federal, State, or local) terminated for cause or default.

6.29.2 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with the bid an explanation of the matter including any final resolution.

6.29.3 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e., transactions with subcontractors or sub-subcontractors) and in all solicitations for lower tier covered transactions related to this Contract. If

this clause is applicable to a subcontractor or sub-subcontractor, the Contractor shall include the information required by this clause with their bid.

6.30 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

6.30.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using E-Verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §§ 41-4401 and 23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the County procurement officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-Verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at www.uscis.gov.

6.30.2 The County retains the legal right to inspect documents of Contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 6.30.1 of this section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.31 INFLUENCE

6.31.1 As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the County's Ethical Code of Conduct or any ethical conduct, may be grounds for disbarment or suspension under MC1-902.

6.31.2 An attempt to influence includes, but is not limited to:

6.31.2.1 A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

6.31.3 If a person attempts to influence any employee or agent of the County, the chief procurement officer, or his designee, reserves the right to seek any remedy provided by the County Procurement Code, any remedy in equity or in the law, or any remedy provided by this Contract.

6.32 CONFIDENTIAL INFORMATION

6.32.1 Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and

that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, nonpublic information that is related to business practices, strategies and technologies, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Unless otherwise required by applicable law or by a court order from a court with competent jurisdiction, each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement.

6.32.2 Any information obtained in the course of performing this Contract may include information that is proprietary or confidential to the County or the Contractor. This provision establishes the Contractor's and County's obligations regarding such information.

6.32.3 The Contractor and the County shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. The Contractor's and County's procedures and controls, at a minimum, must be the same procedures and controls it uses to protect its own proprietary or confidential information.

6.32.4 Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

6.33 PUBLIC RECORDS

Under Arizona law, all offers submitted and opened are public records and must be retained by the County at the County Office of Procurement Services. Offers shall be open to public inspection and copying after contract award and execution, except for such offers or sections thereof determined to contain proprietary or confidential information by the Maricopa County Office of Procurement Services. The parties acknowledge that the Client is a public entity subject to the provisions of the Arizona Public Records Laws, A.R.S. §§ 39-121 et. seq. In the event that a public records request is received by the Client requesting records described as confidential, which the Client determines must be disclosed, the Client will notify Tyler and otherwise perform the functions required by such laws.

6.34 INTEGRATION

This Contract represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, expressed, or implied.

6.35 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this contract, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

6.36 GOVERNING LAW

This Contract shall be governed by the laws of the State of Arizona, without regard to its rules on conflicts of law. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court, Phoenix, Arizona, or the United States District Court for the District of Arizona.

6.37 FORCED LABOR

6.37.1 By submitting a bid for this solicitation and/or entering into a contract as a result of this solicitation, Contractor agrees to comply with all applicable portions of A.R.S. § 35-394. Contracting; procurement; prohibition; written certification; remedy; termination; exception; definitions.

6.37.2 Contractor certifies that it does not currently, and agrees for the duration of the contract, that it will not use:

6.37.2.1 The forced labor of ethnic Uyghurs in the People's Republic of China.

6.37.2.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

6.37.2.3 Any contractors, subcontractors or suppliers that use the forced labor or any good or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

6.37.3 If Contractor becomes aware during the term of the Agreement that Contractor is not in compliance with this paragraph, the Contractor shall notify the County within five business days after becoming aware of the noncompliance. If the Contractor fails to provide a written certification to the County that the contractor has remedied the noncompliance within 180 days after notifying the County of its noncompliance, then the Agreement terminates, except that if the Agreement termination date occurs before the end of the 180 day period, the Agreement terminates on the Agreement termination date.

6.38 ORDER OF PRECEDENCE

In the event of a conflict between the provisions of the main portion of this Contract and the provisions of any of the addendums or exhibits, if applicable, the terms of the main portion of this Contract shall prevail.

6.39 UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION

All contractors that receive funding must have a UEI number through <https://sam.gov/content/entity-registration>. Contractor must also remain current with the System for Award Management www.sam.gov throughout the term of the Contract.

6.40 RELIGIOUS ACTIVITIES

The Contractor agrees that costs, planned or claimed, including costs incurred, shall not include any expense for any religious activity.

6.41 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services contributed by the County or the Contractor under the Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

6.42 EQUAL EMPLOYMENT OPPORTUNITY

6.42.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, or national origin. Such action shall include but is not limited to the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

6.42.2 Contractor shall comply with the following provisions:

6.42.2.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, et seq.);

6.42.2.2 The Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, et seq.);

6.42.2.3 The Age Discrimination in Employment Act of 1967, as amended (29U.S.C. §§ 621, et seq.);

6.42.2.4 The Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.); and Arizona Executive Order 2009-09, as amended, et seq., which mandates that all persons shall have equal access to employment opportunities.

6.42.3 Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

6.43 CERTIFICATION REGARDING LOBBYING

6.43.1 Contractor certifies, to the best of their knowledge and belief, that:

6.43.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant including the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

6.43.1.2 If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative

agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

6.43.2 Contractor shall include Lobbying Certification language in the award documents for all subcontractors (including sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

6.43.2.1 The Lobbying Certification is a material representation of fact upon which reliance was placed when this transaction is made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any successful proposer(s) who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

6.44 CLEAN AIR ACT & CLEAN WATER ACT

Contractor must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 7606), section 508 of the Clean Water Act (33 U.S.C. § 1368) Executive Order 11738, and Environmental Protection Agency regulations.

6.45 ENERGY POLICY AND CONSERVATION ACT

Contractor must adhere to the applicable standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871).

6.46 CONTRACT DISPUTES

Each party agrees to provide the other with written notice within thirty (30) days of becoming aware of a dispute. The parties agree to cooperate in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with one another's appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the parties fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either party may assert its respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent either party from seeking necessary injunctive relief during the dispute resolution procedures.

6.47 INCORPORATION OF DOCUMENTS

6.47.1 The following are to be attached to and made part of this Contract:

6.47.1.1 License and Services Addendum

6.47.1.2 Exhibit A – Vendor Information

6.47.1.3 Exhibit B - Investment Summary

- 6.47.1.4 Exhibit C – Invoicing and Payment Policy; Schedule 1, Business Travel Policy
- 6.47.1.5 Exhibit D – Maintenance and Support Agreement; Schedule 1 Support Call Process

6.48 NOTICES

All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth below or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party. All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
301 W. Jefferson St. Suite 700
Phoenix, Arizona 85003-1647

For Contractor:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

IN WITNESS WHEREOF, this contract is executed on the date set forth above.

CONTRACTOR

Tina Mize

AUTHORIZED SIGNATURE

Tina Mize, Group General Counsel

PRINTED NAME AND TITLE

7701 College Blvd., Overland Park, KS 66210

ADDRESS

8/8/2024

DATE

MARICOPA COUNTY

Jack W. Sells

CHAIRMAN, BOARD OF SUPERVISORS

AUG 19 2024

DATE

ATTESTED:

Granita Gary

CLERK OF THE BOARD

AUG 19 2024

DATE 080724

APPROVED AS TO FORM:

Nikolaus A. Dehn

DEPUTY COUNTY ATTORNEY

08/15/2024

DATE

LICENSE AND SERVICES ADDENDUM

SECTION A – DEFINITIONS

- **“Business Travel Policy”** means Tyler’s business travel policy. A copy of Tyler’s current Business Travel Policy is attached as Schedule 1 to Exhibit C.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in Tyler’s written proposal to Client, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Tyler’s maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in Tyler’s then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that Tyler provide or otherwise make available to Client, including instructions, user guides, manuals and other training or self-help documentation.
- **“Force Majeure”** means an event beyond the reasonable control of either party, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by either party.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit B.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of Tyler’s current Invoicing and Payment Policy is attached as Exhibit C.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of Tyler’s customers. A copy of Tyler’s current Maintenance and Support Agreement is attached as Exhibit D.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“Statement of Work”** means the industry standard implementation plan describing how Tyler’s professional services will be provided to implement the Tyler Software, and outlining Client’s and Tyler’s roles and responsibilities in connection with that implementation.
- **“Support Call Process”** means the support call process applicable to all of Tyler’s customers who have licensed the Tyler Software. A copy of Tyler’s current Support Call Process is attached as Schedule 1 to Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable.

- **“Tyler Software”** means Tyler’s proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by Tyler to Client through this Agreement.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 Tyler grants to Client a license to use the Tyler Software for Client’s internal business purposes only, in the scope of the internal business purposes disclosed to Tyler as of the Effective Date. Client may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Client’s rights to use the Tyler Software are perpetual but may be revoked if Client does not comply with the terms of this Agreement. The parties acknowledge and agree that members of Client’s Education Technology Consortium may use and access the Tyler Software for their internal business purposes; to that end, the Tyler Software listed in each schedule of the Investment Summary is licensed for use by the specific member district identified on the schedule applicable to that district only, and subject to the terms of this Agreement. Client is permitted to host the Tyler Software for each member district with an applicable schedule in the Investment Summary. Client is solely responsible for the performance of Client’s servers and for granting and accommodating member districts’ access thereto. Tyler disclaims any responsibility for, or liability to, member districts or Client for the hosting of the Tyler Software or Client’s access thereto.
- 1.2 Without limiting the terms of Section B(1.1), Client understands and agrees that the Tyler Software set forth in the Investment Summary as subscription or software as a service (“SaaS”) do not include perpetual rights. If Client does not pay the required annual fee in accordance with the Invoicing and Payment Policy, Client’s right to use the applicable Software will be suspended unless and until payment in full has been made. Tyler Software provided as SaaS is subject to the Tyler SaaS Services Terms and Service Level Agreement found here: <https://www.tylertech.com/terms/tyler-saas-services>.
- 1.3 The Documentation is licensed to Client and may be used and copied by Client’s employees and members of Client’s Education Technology Consortium for internal, non-commercial reference purposes only.
- 1.4 Client may not: (a) transfer or assign the Tyler Software to a third party other than members of Client’s Education Technology Consortium; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.5 The license terms in this Agreement apply to updates and enhancements Tyler may provide to Client or make available to Client through Client’s Maintenance and Support Agreement.
- 1.6 The right to transfer the Tyler Software to a replacement hardware system is included in Client’s license. Client will give Tyler advance written notice of any such transfer and will pay Tyler for any required or requested technical assistance from Tyler associated with such transfer.

1.7 Where applicable with respect to Tyler applications that take or process card payment data, Tyler is responsible for the security of cardholder data that Tyler possesses, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, Tyler complies with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. Tyler agrees to supply the current status of Tyler's PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-Us/compliance>, and in the event of any change in Tyler's status, will comply with applicable notice requirements.

1.8 Tyler reserves all rights not expressly granted to Client in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. Tyler owns the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. Client agrees to pay Tyler the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with Tyler's Exhibit C, Invoicing and Payment Policy.
3. Limited Warranty. Tyler warrants that the Tyler Software will be without Defect(s) as long as Client has a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, Tyler will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. Tyler will provide Client the various implementation-related services itemized in the Investment Summary (if any) and described in this Contract or a Statement of Work, as applicable.
2. Professional Services Fees. Client agrees to pay Tyler the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with Tyler's Invoicing and Payment Policy. Client acknowledges that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for Client's implementation. Tyler will bill Client the actual fees incurred based on the in-scope services provided to Client. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on Tyler's understanding of the specifications Client supplied. If additional work is required, or if Client uses or requests additional services, Tyler will provide Client with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If Client cancels services less than four (4) weeks in advance (other than for Force Majeure or breach by Tyler), Client will be liable for all (a) daily fees associated with cancelled professional services if Tyler is unable to reassign Tyler's personnel and (b) any non-refundable travel

expenses already incurred by Tyler on Client's behalf. Tyler will make all reasonable efforts to reassign personnel in the event Client cancels within four (4) weeks of scheduled commitments.

5. Site Access and Requirements. At no cost to Tyler, Client agrees to provide Tyler with full and free access to Client's personnel, facilities, and equipment as may be reasonably necessary for Tyler to provide implementation services, subject to any reasonable security protocols or other written policies provided to Tyler as of the Effective Date, and thereafter as mutually agreed to by Client and Tyler. Client further agrees to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
6. Client Assistance. Client acknowledges that the implementation of the Tyler Software is a cooperative process requiring the time and resources of Client's personnel. Client agrees to use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with Tyler to schedule the implementation-related services outlined in this Agreement. Tyler will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by Client's personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If Client has purchased ongoing maintenance and support services and continues to make timely payments for them according to the Invoicing and Payment Policy, Tyler will provide Client with maintenance and support services for the Tyler Software under the terms of the standard Maintenance and Support Agreement.

If Client has opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to Client. Instead, Client will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, Client will:

- (i) receive the lowest priority under Tyler's Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged Tyler's then-current rates for support services, or such other rates that Tyler may consider necessary to account for Client's lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. Tyler will sell, deliver, and install onsite the Third Party Hardware, if Client has purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with the Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, Client will receive a non-transferable license to use the Third Party Software and related documentation for Client's internal business purposes only. Client's license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 Tyler will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, Client will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. Client will give Tyler advance written notice of any such transfer and will pay Tyler for any required or requested technical assistance from Tyler associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 Tyler is authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, Client will receive free and clear title to the Third Party Hardware.
 - 3.3 Client acknowledges that Tyler is not the manufacturer of the Third Party Products. Tyler does not warrant or guarantee the performance of the Third Party Products. However, Tyler grants and passes through to Client any warranty that Tyler may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If Client has purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with Tyler's Exhibit C, Invoicing and Payment Policy.
5. Maintenance. If Client has a Maintenance and Support Agreement in effect, Client may report defects and other issues related to the Third Party Software directly to Tyler, and Tyler will (a) directly address the defect or issue, to the extent it relates to Tyler's interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that Client has a separate, direct maintenance agreement in effect with that Developer. In all events, if Client does not have a Maintenance and Support Agreement in effect with Tyler, Client will be

responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. Tyler will invoice Client for all fees set forth in the Investment Summary per the Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If Client believes any delivered software or service does not conform to the warranties in this Agreement, Client will provide Tyler with written notice within thirty (30) days of Client's receipt of the applicable invoice. The written notice must contain reasonable detail of the issues Client contends are in dispute so that Tyler can confirm the issue and respond to Client's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in Client's notice. Tyler will work with Client as may be necessary to develop an action plan that outlines reasonable steps to be taken by each party to resolve any issues presented in Client's notice. Client may withhold payment of the amount(s) actually in dispute, and only those amounts, until Tyler completes the action items outlined in the plan. If Tyler is unable to complete the action items outlined in the action plan because of Client's failure to complete the items agreed to be done by Client, then Client will remit full payment of the invoice. Tyler reserves the right to suspend delivery of all services, including maintenance and support services, if Client fails to pay an invoice not disputed as described above within fifteen (15) days of notice of Tyler's intent to do so.

SECTION G – RESERVED

SECTION H – WARRANTY DISCLAIMER; LIMITATION OF LIABILITY

1. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TYLER HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
2. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, TYLER'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO CLIENT'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS 6.1.2 AND 6.2.**

- 3. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TYLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF TYLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. Client may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at Tyler’s then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, Client may purchase additional products and services at Tyler’s then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. No Intended Third Party Beneficiaries. This Agreement is intended solely for the benefit of Tyler and the Client. No third party will be deemed a beneficiary of this Agreement, and, except as provided herein, no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms or the rights of school districts that are using the Tyler Software through the Maricopa County Educational Services Agency as permitted under this Agreement.
4. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement. The parties acknowledge that the Client is a public entity subject to the provisions of the Arizona Public Records Laws, A.R.S. §§ 39-121 et. seq. In the event that a public records request is received by the Client requesting records described as confidential, which the Client determines must be disclosed, the Client will notify Tyler and otherwise perform the functions required by such laws.

5. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

**Exhibit A
Vendor Information**

COMPANY NAME:	Tyler Technologies, Inc.
DOING BUSINESS AS (dba):	Tyler Technologies, Inc.
MAILING ADDRESS:	5101 Tennyson Parkway, Plano, TX 75024
REMIT TO ADDRESS:	P.O. Box 203556, Dallas, TX 75320
TELEPHONE NUMBER:	888.654.3293
FAX NUMBER:	866.673.3274
WWW ADDRESS:	tylertech.com
REPRESENTATIVE NAME:	Cassandra Knight
REPRESENTATIVE TELEPHONE NUMBER:	888.654.3293 Ext. 777556
REPRESENTATIVE EMAIL ADDRESS	cassandra.knight@tylertech.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: [up to \$5,000]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Payment Terms: Please see Exhibit C.

Exhibit B
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by Tyler to Client under the Agreement. This Investment Summary is effective as of the Effective Date.

Tyler sales quotation to be inserted prior to Agreement execution.

Exhibit C Invoicing and Payment Policy

Tyler will provide Client with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: Tyler will invoice Client for the applicable license and services fees in the Investment Summary as set forth below. Client's rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when Tyler provides Client with access to the applicable Tyler Software (the "Software Access Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Software Access Date.

Maintenance and Support Fees: Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Client's fees for the first year of the initial term are shown in the Investment Summary and fees from year 2 on shall be subject to increases of no more than five percent (5%) year over year for the remainder of the five-year term for each applicable member school district. Year 1 of the Agreement is not subject to any increase over the previous year's billing for each member school district shown in the Investment Summary.

SaaS & Subscription Fees: SaaS (including hosting) fees and subscription fees are invoiced on an annual basis, beginning on the first day of the month immediately following the Effective Date. Client's annual SaaS fees and subscription fees for the first year of the initial term, if any, are shown in the Investment Summary and fees from year 2 on shall be subject to increases of no more than five percent (5%) year over year for the remainder of the five-year term for each applicable member school district. Client's annual SaaS fees and subscription fees (if any) for Year 1 of the Agreement are not subject to any increase over the previous year's billing for each member school district shown in the Investment Summary.

2. Other Tyler Software and Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Business Process Consulting Services:* If Client has purchased any Business Process Consulting services, if they have been quoted as fixed-fee services in the Investment Summary, they will be invoiced 50% upon delivery of the best practice recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If Client has purchased any Business Process Consulting services and they are quoted as an estimate, then Tyler will bill Client the actual services delivered on a time and materials basis.

2.3 *Conversions*: Fixed-fee conversions, if applicable and in the Investment Summary, are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will bill Client the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software, if applicable and in the Investment Summary, are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. Client must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. Client may still report Defects to Tyler as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services, if any, in the Investment Summary are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.6 *Annual Services*: Unless otherwise indicated in this Exhibit C, fees for annual services are due annually, in advance, commencing on the availability of the service. Client's annual fees for the first year of the initial term, if any, are shown in the Investment Summary and fees for such annual services from year 2 on shall be subject to increases of no more than five percent (5%) year over year for the remainder of the five-year term for each applicable member school district. Annual services fees for Year 1 of the Agreement are not subject to any increase over the previous year's billing for each member school district shown in the Investment Summary.

3. Third Party Products and Hardware. The parties agree and understand that no Third-Party Products or Third-Party Hardware is involved in the modules contemplated by this Agreement as of the Effective Date. If third-party products or hardware are added to the Agreement after the Effective Date, the following provisions apply.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when Tyler makes it available to Client for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software, if any, is set forth in the Investment Summary and is invoiced when Tyler makes it available to Client for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, from year 2 on shall be subject to increases of no more than five percent (5%) year over year for the remainder of the five-year term for each applicable member school district. Third-party software maintenance fees for Year 1 of the Agreement, if any, are not subject to any increase over the previous year's billing for each member school district shown in the Investment Summary.

3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is set forth in the Investment Summary and is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, and fees from year 2 on shall be subject to increases of no more than five percent (5%) year over year for the remainder of the five-year term for each applicable member school district. Hardware maintenance fees for Year 1 of the Agreement, if any, are not subject to any increase over the previous year's billing for each member school district shown in the Investment Summary.

3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. We will not travel to Client's location without coordinating that travel schedule with Client. Expenses for Tyler delivered services will be billed as incurred and only in accordance with Tyler's then-current Business Travel Policy; provided, however, that we will not bill more expenses for travel than would be incurred under the County's travel policy as provided to Tyler on July 25, 2024. Copies of receipts will be provided upon request; Tyler reserves the right to charge Client an administrative fee depending on the extent of Client's requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Tyler prefers to receive payments electronically. Tyler's electronic payment information is available by contacting AR@tylertech.com.

Exhibit C
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration.

Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

Exhibit D
Maintenance and Support Agreement

Tyler will provide Client with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. Tyler provides maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for five (5) years.
2. Maintenance and Support Fees. Client's year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and Client's payment obligations are set forth in the Invoicing and Payment Policy. Tyler reserves the right to suspend maintenance and support services if Client fails to pay undisputed maintenance and support fees within thirty (30) days of Tyler's written notice. Tyler will reinstate maintenance and support services only if Client pays all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as Client is not using the Tyler Help Desk as a substitute for Tyler training services on the Tyler Software, and Client timely pays Client's maintenance and support fees, Tyler will, consistent with Tyler's then-current Support Call Process:
 - 3.1 perform Tyler maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if Client modifies the Tyler Software without Tyler's consent, Tyler's obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during Tyler established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide Client with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that Tyler makes generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with Tyler's then-current release life cycle policy.
4. Client Responsibilities. Tyler will use all reasonable efforts to perform any maintenance and support services remotely. Currently, Tyler uses a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, Client agrees to maintain a high-speed internet connection capable of connecting Tyler to Client's PCs and server(s). Client agrees to provide Tyler with a login account and local administrative privileges as Tyler may reasonably require to perform remote services. Tyler will, at Tyler's option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If Tyler cannot resolve a support issue remotely, Tyler may be required to provide onsite services. In such event, Tyler will be responsible for Tyler's travel expenses, unless it is determined that the reason onsite

support was required was a reason outside Tyler's control. Either way, Client agrees to provide Tyler with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for Tyler to provide the maintenance and support services, all at no charge to Tyler. Tyler strongly recommends that Client also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If Client is a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of Client's peripheral systems or other software is the cause of the issue, Tyler will notify Client so that Client may contact the support agency for that peripheral system. Tyler cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for Tyler to provide the highest level of software support, Client bears the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by Client;
 - (b) Client will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) Client will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless Client is a hosted customer; (f) support outside Tyler normal business hours as listed in Tyler's then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to Client on a time and materials basis at Tyler's then current rates. Client must request those services with at least one (1) week's advance notice.
 7. Current Support Call Process. Tyler's current Support Call Process for the Tyler Software is attached to this Exhibit D at Schedule 1.

Exhibit D Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search – a knowledge based search engine that lets clients search multiple sources simultaneously to find the answers clients need, 24x7.
- (3) Tyler Community – provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, Tyler will provide Client with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, Tyler will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist Client’s IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
<p style="text-align: center;">3 Medium</p>	<p>Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.</p>	<p>Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.</p>
<p style="text-align: center;">4 Non-critical</p>	<p>Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.</p>	<p>Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.</p>

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, Client may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with Client and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client’s database, processes, or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler’s support team must have the ability to quickly connect to the Client’s system and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

OSBORN SCHOOL DISTRICT NO. 8

December 16, 2025

Board Meeting

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

Agenda Item Number – VI-I-4

Agenda Item

Renewal of Agreement with Community Family Services

For Board: Action Discussion Information

Background –

Solano would like to continue its partnership with Community Family Engagement for the 2025-2026 school year to support students' learning and well-being.

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 agreement with Community Family Services.

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: 7-11-24

By: Community Family Services,



Shanna Demus
Chief Administration Officer

Date: 7-12-24



Britany James McDonald
Chief Operations Officer

Date: 7-12-24

OSBORN SCHOOL DISTRICT NO. 8

December 16, 2025

Board Meeting

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

Agenda Item Number – VI-I-5

Agenda Item

Approval of the continuation of the service agreement between AIR and Osborn School District to support programmatic expectations and compliance for the EIR grant.

For Board: Action Discussion Information

Background –

In partnership with the AZ K-12 Center and Northern Arizona University to support the AZTR (Arizona Teacher in Residency) program, Osborn School District collaborated on a Federal grant opportunity (Educational Innovation and Research Grant) to fund staff, professional learning, data collection, and related activities within Osborn and four neighboring districts. As a part of grant expectations, programmatic data collection and reporting is required to measure impact and outcomes. A partnership agreement with AIR for these services was originally executed in January of 2024 and we seek to continue this agreement through December 31, 2026.

Legal

Financial

Services funded through the EIR (Education, Innovation and Research) Grant

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 continuation of the professional service agreement with the AIR organization through December 31, 2026.

Moved _____ Seconded _____ P/F

MODIFICATION 2
PROFESSIONAL SERVICES AGREEMENT
(Agreement executed 2/28/2024)

TITLE: **EIR: Early Phase AZ Teach (E&I)**

CLIENT: County of Maricopa Osborn School District

CONTRACTOR: **American Institutes for Research (AIR)**
1400 Crystal Drive
Arlington, VA 22202

CONTRACT TYPE: Fixed Price

Contract value/funding: \$914,317

PURPOSE OF MODIFICATION:
The purpose of this modification is to extend the period of performance and revise the payment schedule, incorporated herein as Attachment A. Except as expressly modified herein, all other terms and conditions of the original contract remain in full force and effect.

PERIOD OF PERFORMANCE:
To extend the end date of the period of performance from January 1st, 2026 to December 31st, 2026, for a new total period of performance of January 1st, 2024–December 31st, 2026.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and delivered by its duly authorized representatives, all as of the date set forth below.

American Institutes for Research

County of Maricopa Osborn School District

Signature

Signature

Kate Haaf

Name

Name

Director of Contracts

Title

Title

Date

Date

Attachment A

Invoice #	Date	Amount
1	March 15 th , 2026	\$44,238.75
2	June 15 th , 2026	\$44,238.75
3	September 15 th , 2026	\$44,238.75
4	November 15 th , 2026	\$44,238.75
	Total	\$176,955.00

OSBORN SCHOOL DISTRICT NO. 8

December 16, 2025

Board Meeting

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

Agenda Item Number – VI-J

Agenda Item

Approval for Cory Alexander to attend the School Nutrition Association’s (SNA) 2026 Legislative Action Conference (LAC26), which will be held from March 8-10, 2026, in Washington, D.C.

For Board: Action Discussion Information

Background –

LAC25 offers a unique opportunity to engage with the democratic process, learn about pressing legislative issues in school nutrition and advocate directly with representatives on Capitol Hill. The conference theme, *"Clear Voices. Bold Action"*, emphasizes that change begins with individual voices coming together to make a collective impact. LAC26 is designed to help each attendee become a catalyst for progress—turning individual efforts into a powerful, unified movement in support of student health and success.

Attending LAC allows firsthand insights into current policies and advocacy strategies and helps us further strengthen our school nutrition program. This investment will help us stay informed and effectively represent the needs and priorities of our students and community.

Legal

Financial

\$3500.00

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 that the board approve travel for Cory Alexander to attend the Legislative Action Conference in Washington D.C. on March 8-10, 2026.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

December 16, 2025

Board Meeting

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

Agenda Item Number – VI-K

Agenda Item

Out-of-State Travel, ASBO Leadership Forum

For Board: Action Discussion Information

Background –

ASBO international Leadership Forum & Eagle Institute provides emerging and established school business leaders with dynamic programming, interactive learning and practical takeaways.

- Session tracks on strategic, innovative, intentional and collaborative leadership.
- Through thought-provoking sessions, guided group exercises, and historical case studies you'll examine the dangers of assumptions and biases, the risks of siloed organizations, and the impact of dismissive leadership.

Travel for the Payroll/Accounting Manager to attend the Association School Business Officials Leadership Forum & Eagle Institute in New Orleans, LA January 29-31, 2026.

Legal

Financial

Cost Estimate = \$4000 from indirect cost fund

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 Board approve Out-of-State Travel to attend the ASBO Leadership Forum & Eagle Institute in New Orleans, LA January 29-31, 2026.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

December 16, 2025

Board Meeting

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

Agenda Item Number – VI-L

Agenda Item

Update of FY25 Annual Financial Report

For Board: Action Discussion Information

Background –

The FY25 Annual Financial Report was presented and approved at the October 14, 2025 Board meeting. The “Capital Assets as of June 30, 2025” section on page 4 was completed with prior year amounts while awaiting final auditor review. The capital assets reconciliation and corresponding depreciation schedule has now been finalized and included in the audited financial reports. Included is a copy of page 4 reflecting the reconciled asset totals for FY25 (yellow box at bottom of page 4).

During the FY25 audited financial statement preparation, an encumbrance period expense was identified for fiscal year correction. The original expense was posted to FY26, yet services were rendered in FY25. This resulted in the FY25 Federal grant revenues & expenses being understated by \$162,925. This has been corrected on page 5 of the AFR.

Legal

Financial

Governing Board Goals

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

Recommendation

Recommend the Governing Board approve the updated pages 4 & 5 of the FY25 Annual Financial Report as presented.

Moved _____ Seconded _____ P/F

Unrestricted Capital Outlay (610) Fund—Expenditures

Instructions Expenditures	Rentals 6440	Library books, textbooks, & instructional aids 6641-6643	Short-term noninstructional software subscription 6655	Property 6700	Redemption of principal 6831, 6832, 6833	Interest 6841, 6842, 6843, 6850	All other object codes (excluding 6900)	Totals			% Increase/ decrease in actual	
								Budget	Actual	Prior year actual		
Unrestricted Capital Outlay Override (1)	1.	\$0	\$364,425	\$254,608	\$49,727	\$0	\$256,979	\$0	1,500,000	925,739	818,795	13.1%
Unrestricted Capital Outlay Fund 610 (2)	2.	3,000	389,438		38,853			211	3,815,445	431,502	386,646	11.6%
1000 Instruction	2.											
2000 Support services	2.											
2100, 2200 Students and instructional staff	3.	0	0	250,314	10,714			0	875,000	261,028	165,009	58.2%
2300, 2400, 2500, 2900 Administration	4.	0		66,438	81,112		0	0	325,000	147,550	120,611	22.3%
2600 Operation & maintenance of plant	5.	0		0	56,491		0	0	400,000	56,491	42,906	31.7%
2700 Student transportation	6.	0		9,542	315,034		0	0	400,000	324,576	31,719	923.3%
3000 Operation of noninstructional services	7.	0		0	0		0	0	100,000	0	0	0.0%
4000 Facilities acquisition and construction	8.	0		0	0		261,104	400,000	400,000	261,104	244,784	6.7%
5000 Debt service	9.					19,824	0	0	0	19,824	59,610	-66.7%
Total Unrestricted Capital Outlay Fund (lines 2-9)	10.	3,000	389,438	326,294	502,204	19,824	0	261,315	6,315,445	1,502,075	1,051,285	42.9%

Total actual Fund 610 expenditures from accounting records (should agree to cell L19) 1,502,075

(1) Amounts in the Unrestricted Capital Outlay Override, line 1 above, must also be included in the Unrestricted Capital Outlay Fund (610) individual line items.

(2) Expenditures, if any, in the Unrestricted Capital Outlay Fund on lines 2-9 for the K-3 reading program as described in A.R.S. §15-211:

Budget 0 Actual \$0

Other funds—Required capital expenditure detail [A.R.S. §15-904(B)]

Selected expenditures by object code	Unrestricted Capital Outlay Fund 610		Bond Building Fund 630		New School Facilities Fund 695		Adjacent Ways Fund 620		
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	
Total fund expenditures	1.	6,315,445	1,502,075	30,000,000	2,817,925	0	0	0	0
6150 Classified salaries	2.	0	0	50,000	87,123	0	0	0	0
6200 Employee benefits	3.	0	0	20,000	23,005	0	0	0	0
6450 Construction services	4.	400,000	261,104	14,830,000	1,696,468	0	0	0	0
6655 Short-term noninstructional software subscription	5.		326,504		0		0		0
6710 Land and improvements	6.	0	0	1,500,000	0	0	0	0	0
6720 Buildings and improvements	7.	0	0	0	0	0	0	0	0
673X Furniture and equipment	8.	1,615,445	98,657	3,000,000	63,903	0	0	0	0
673X Vehicles	9.	400,000	299,304	1,500,000	0	0	0	0	0
673X Technology-related hardware and software	10.	1,500,000	104,244	9,000,000	350,404	0	0	0	0
6831, 6832, 6833 Redemption of principal	11.	0	19,824	0	0	0	0	0	0
6841, 6842, 6843, 6850, 6860 Interest	12.	0	0	100,000	350	0	0	0	0
Total (lines 2-12)	13.	3,915,445	1,109,637	30,000,000	2,221,253	0	0	0	0
Total amounts reported on lines 2 through 12 above for:									
Renovation	14.	400,000	261,104	16,400,000	1,806,596			0	0
New construction	15.	0	0	0	0	0	0	0	0
Other	16.	3,515,445	848,533	13,600,000	414,657	0	0	0	0
Total (lines 14-16)	17.	3,915,445	1,109,637	30,000,000	2,221,253	0	0	0	0

Funds 610, 630, 695, and 620

1. New construction cost per square foot \$ 0
 2. Land acquisition costs \$ 0

Capital assets as of June 30, 2025	
Land and improvements	14,140,389
Buildings and improvements	86,992,059
Furniture, equipment, vehicles, and technology	5,221,870
Construction in progress	1,260,202
Total	107,614,520

Federal and State Projects

Instructions

Federal projects

- 100-130 ESEA Title I - Helping Disadvantaged Children
- 140-150 ESEA Title II - Prof. Development and Technology
- 160 ESEA Title IV - 21st Century Schools
- 170-180 ESEA Title V - Promote Informed Parent Choice
- 190 ESEA Title III - Limited English & Immigrant Students
- 200 ESEA Title VII - Indian Education
- 210 ESEA Title VI - Flexibility and Accountability
- 220 IDEA Part B
- 230 Johnson-O'Malley
- 240 Workforce Investment Act
- 250 AEA - Adult Education
- 260-270 Vocational Education - Basic Grants
- 280 ESEA Title X - Homeless Education
- 290 Medicaid Reimbursement
- 349 National Forest Fees
- 353 Taylor Grazing Fees
- 374 E-Rate
- 378 Impact Aid
- 300-399 Other Federal Projects
- 699 Federal Impact Aid (Construction)
- Total federal project funds (lines 1-20)**

Total COVID-19 federal relief funds included in lines above

State projects

- 400 Vocational Education
- 410 Early Childhood Block Grant
- 420 Ext. School Yr. - Pupils with Disabilities
- 425 Adult Basic Education
- 430 Chemical Abuse Prevention Programs
- 435 Academic Contests
- 450 Gifted Education
- 456 College Credit Exam Incentives
- 460 Environmental Special Plate
- 465-499 Other State Projects
- Total State project funds (lines 23-32)**

Total federal and State projects (lines 21 and 33)

	Beginning fund balance	Revenues	Net other financing sources and uses including transfers (1)	Expenditures		Ending fund balance	Fund types
	Actual	Actual	Actual	Budget	Actual	Actual	
1.	0	1,458,449	(50,118)	1,500,000	1,408,331	0	Special revenue
2.	0	181,531	(6,469)	145,000	175,062	0	Special revenue
3.	0	567,880	(18,829)	740,000	549,051	0	Special revenue
4.	0	0	0	0	0	0	Special revenue
5.	0	60,488	(2,079)	110,950	58,409	0	Special revenue
6.	0	34,570	(926)	35,595	33,644	0	Special revenue
7.	0	0	0	0	0	0	Special revenue
8.	0	875,952	(27,290)	906,000	848,662	0	Special revenue
9.	0	29,437	653	28,500	30,090	0	Special revenue
10.	0	0	0	0	0	0	Special revenue
11.	0	0	0	0	0	0	Special revenue
12.	0	0	0	0	0	0	Special revenue
13.	0	0	0	32,000	0	0	Special revenue
14.	542,802	339,054	0	425,000	279,918	601,938	General
15.	0	0	0	0	0	0	Special Revenue
16.	0	0	0	0	0	0	Special Revenue
17.	0	149,262	0	700,000	149,262	0	Special Revenue
18.	0	0	0	0	0	0	Special Revenue
19.	1,108,038	2,542,478	(52,065)	5,516,000	2,770,015	828,436	Special Revenue
20.	0	0	0	0	0	0	Special Revenue
21.	1,650,840	6,239,101	(157,123)	10,139,045	6,302,444	1,430,374	
22.	0	658,835	(12,387)		646,448	0	
23.	0	0	0	0	0	0	Special revenue
24.	0	0	0	0	0	0	Special revenue
25.	0	0	0	0	0	0	Special revenue
26.	0	0	0	0	0	0	Special revenue
27.	0	0	0	0	0	0	Special revenue
28.	0	0	0	0	0	0	Special revenue
29.	0	0	0	0	0	0	Special revenue
30.	0	0	0	0	0	0	Special revenue
31.	0	0	0	0	0	0	Special revenue
32.	553,931	723,157	0	1,260,000	1,016,780	260,308	Special revenue
33.	553,931	723,157	0	1,260,000	1,016,780	260,308	
34.	2,204,771	6,962,258	(157,123)	11,399,045	7,319,224	1,690,682	

	Other financing sources including transfers-in 5000 (1)	Other financing uses including transfers-out 6900 (1)
1.	0	50,118
2.	0	6,469
3.	0	18,829
4.	0	0
5.	0	2,079
6.	0	926
7.	0	0
8.	0	27,290
9.	0	(653)
10.	0	0
11.	0	0
12.	0	0
13.	0	0
14.	0	0
15.	0	0
16.	0	0
17.	0	0
18.	0	0
19.	0	52,065
20.	0	0
22.	0	12,387

	Other financing sources (2)	Other financing uses (2)
23.	0	0
24.	0	0
25.	0	0
26.	0	0
27.	0	0
28.	0	0
29.	0	0
30.	0	0
31.	0	0
32.	0	0

(1) In accordance with the USFR Chart of Accounts, the Impact Aid Fund may transfer monies (object code 6930) to the M&O and Teacherage Funds; the Impact Aid Fund may also receive transfers-in (object code 5200) from the Impact Aid Revenue Bond Building and Impact Aid Revenue Bond Debt Service Funds; all other Federal Projects Funds may not receive any transfers-in and may only make transfers-out to the Indirect Costs Fund based on an approved indirect cost rate (object code 6910) and for any interest on federal program monies the district is not required to revert and chooses to transfer to the Indirect Cost Fund (object code 6930).

(2) In accordance with the USFR Chart of Accounts, transfers of monies between funds should be made only when specifically authorized by statute or allowed by a federal grant. Generally, there are no allowable transfers to or from any state projects. However, the Arizona Ninth Grade Success Grant allows indirect costs transfers from the grant.

I certify that the Annual Financial Report of Osborn School District, Maricopa County, for fiscal year 2025 was approved by the Governing Board on October 14, 2025, and that the complete Annual Financial Report may be reviewed by contacting Lisa Nye at the District Office, telephone 602-707-2002, during normal business hours.

	CTDS number	<u>070408000</u>
Avg. Daily Membership	<u>2024</u>	<u>2025</u>
Attending	<u>2,185,4320</u>	<u>2,236,7151</u>
2025 Tax Rates:	<u>Primary</u>	<u>Secondary</u>
	<u>1.6629</u>	<u>2.2356</u>

Instructions

Rev. 8/25 Arizona Department of Education and Auditor General President of the Governing Board

Fund/program	Beginning fund balance	Revenues	Net other financing sources and uses including transfers	Budgeted expenditures	Actual expenditures	Ending fund balance	Fund types
Regular Education				17,437,270	14,887,197		
Special Education				4,942,000	4,663,236		
Pupil Transportation				1,662,000	1,546,744		
Desegregation				0	0		
Dropout Prevention Programs				0	0		
Joint Career & Tech. Ed. & Voc. Ed. Center				0	0		
K-3 Reading Program				202,490	190,338		
Budget-controlled funds (A.R.S. §§15-304 and 15-977)							
Maintenance and Operation total	3,190,226	21,759,950	0	24,243,760	21,287,515	3,662,661	General
Classroom Site Funds	3,065,705	2,108,991		5,002,721	1,898,330	3,276,366	Special revenue
Unrestricted Capital Outlay	5,923,583	1,700,772	0	6,315,445	1,502,075	6,122,280	General
Adjacent Ways	0	0	0	0	0	0	Capital projects
Federal projects	1,650,840	6,239,101	(157,123)	10,139,045	6,302,444	1,430,374	
State projects	553,931	723,157	0	1,260,000	1,016,780	260,308	
Cash-controlled funds (A.R.S. §15-304)							
Instructional Improvement	197,103	172,574		170,000	99,033	270,644	Special revenue
Bond Building	30,218,419	0	0	30,000,000	2,817,925	27,400,494	Capital projects
Condemnation	0	0	0	0	0	0	Special revenue
Energy and Water Savings	69,376	0	0	70,000	0	69,376	General
New School Facilities	0	0	0	0	0	0	Capital projects
County, City, and Town Grants	0	0	0	0	0	0	Special revenue
English Language Learner	0	18,949	0	45,000	18,949	0	Special revenue
Compensatory Instruction	0	0	0	0	0	0	Special revenue
School Plant Fund	672,738	55,798	130	766,000	0	728,666	General
Food Service	1,371,595	2,423,490	(207,537)	2,750,000	2,224,975	1,362,573	Special revenue
Civic Center	207,466	112,625	0	200,000	92,969	227,122	Special revenue
Community School	49,405	537,366	0	650,000	448,212	158,559	Special revenue
Auxiliary Operations	24,664	9,205	0	30,000	4,098	29,771	General
Extracurricular Activities Fees	333,992	70,381	0	370,000	84,635	319,738	Special revenue
Gifts and Donations	415,843	180,009	0	500,000	169,581	426,271	General
Gifts and Donations—Capital	0	0	0	0	0	0	Capital projects
Career & Technical Education Projects	0	0	0	0	0	0	Special revenue
Fingerprint	9,987	771	0	10,500	834	9,924	Special revenue
School Opening	0	0	0	0	0	0	General
Insurance Proceeds	31,394	972	0	30,500	0	32,366	General
Textbooks	17,586	545	0	18,000	0	18,131	Special revenue
Litigation Recovery	27	85	0	0	0	112	General
Indirect Costs	997,389	27,574	364,660	900,000	517,938	871,685	General
Unemployment Insurance	24,933	772	0	30,000	3,734	21,971	General
Teacherage	0	0	0	0	0	0	Special revenue
Insurance Refund	7,564	234	0	7,500	0	7,798	Special revenue
Grants and Gifts to Teachers	0	0	0	0	0	0	Special revenue
Advertisement	0	0	0	0	0	0	Special revenue
Career Technical Education	0	0	0	0	0	0	Special revenue
Arizona Industry Credentials Incentive	0	0	0	0	0	0	Special revenue
Impact Aid Revenue Bond Building	0	0	0	0	0	0	Capital projects
Debt Service	49,905	9,118,114	0	7,822,813	7,823,813	1,344,206	Debt service
Emergency Deficiencies Correction	0	0	0	0	0	0	Capital projects
Building Renewal Grant	0	0	0	0	0	0	Capital projects
Impact Aid Rev. Bond Debt Service	0	0	0	0	0	0	Debt service
Student Activities	40,460	9,902	0	40,000	11,335	39,027	Special revenue
Employee Insurance Program Withholdings	628,215	2,551,054	0	2,500,000	2,527,278	651,991	
State Income Tax Withholdings	0	0	0	0	0	0	
Other Funds	221,142	5,533	0	0	199,745	26,930	Special revenue
Permanent Fund	0	0	0	0	0	0	Permanent
Trust and Custodial Funds	0	0	0	0	0	0	
Enterprise Funds	0	0	0	0	0	0	Enterprise
Self-Insurance	0	0	0	0	0	0	Internal services
Intergovernmental Agreements	0	0	0	0	0	0	Internal services
OPEB	0	0	0	0	0	0	Internal services
Other Internal Service Fund	0	0	0	0	0	0	Internal services

- Additional fund balance reserve information (See fund balance reserve tab for more detail)**
- (1) The District has a process or policy to establish a targeted fund balance reserve for FY 2025.
 - (2) The District's actual fund balance reserve for FY 2025 was: 4,588,401

OSBORN SCHOOL DISTRICT NO. 8

December 16, 2025

Board Meeting

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

Agenda Item Number –VII

Agenda Item

Board Presentation --Attendance

For Board: Action Discussion Information

Background –

Dr. Robert will share information related to the district attendance goal this year and celebrate students and staff who have perfect attendance for the first half of the 25-26 school year.

Legal

Financial

Governing Board Goals

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

Recommendation

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

December 16, 2025

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

Administrative Reports

For Board: Action Discussion Information

Background –

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

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

Clarendon Board Report

To: Osborn School District Governing Board

Date: 12/2/2025

Re: November 2025 Events



Staff Highlights

STAR Testing

- In December, teachers will conduct STAR assessments to measure student progress in reading and math since the initial tests taken in August.
- This data will be used by teachers to organize students into appropriate groups for cooperative learning and plan targeted Tier 2 instruction to support their learning.

Student Highlights

Native American Heritage Month

- Clarendon honors the cultural traditions, languages, and contributions of Indigenous peoples year-round, with a special focus during Native American Heritage Month in November.
- Amber Stevens, the district's Native American Specialist, organized a Spirit Week to celebrate, featuring events like Traditional Dress Day, Rock Your Mocs Day, and Native Design Day.
- Each day, announcements highlighted a notable Native American individual, sharing their accomplishments and background.
- On December 3, Native American hoop dancers will come to Clarendon to perform and share about their culture.



Partnership Highlights

Turkey Trot

- On November 25, Clarendon held its annual Turkey Trot, where students had the option to run or walk a mile for exercise, with the chance to win a pie. Afterward, students enjoyed a festive treat of bomb pops.



Encanto Board Report

To: Osborn School District Governing Board

Date: 12/03/2025

Re: December School Events

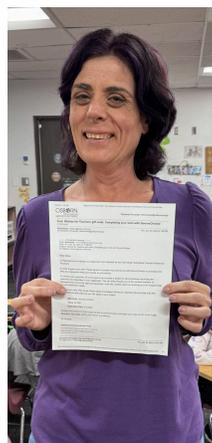


Staff Highlights

This month, our Leadership Team conducted Kagan walkthroughs across campus to observe how teachers are implementing cooperative learning structures in their classrooms. The information gathered will help us plan future professional development aligned to teacher needs. We are also continuing our work toward full implementation of Kagan strategies in our Spanish Dual Language classrooms, supported by our Spanish Dual Mentor Teacher, Nayely Sanchez-Hernandez.



Congratulations to **Ms. Kelly Kleinz**, Kindergarten Teacher, for receiving a **\$2,500 SRP grant** to enhance her classroom with new supplies and resources. We are proud of her hard work and commitment to providing enriching learning experiences for our students.



Community PreK Board Report

To: Osborn School District Governing Board

Date: 12/3/25



Student Highlights Students in our classes welcomed parents and caregivers for Career Day in November to conclude their unit on community helpers and workers. During the next unit, students will learn about family traditions and the season of winter.



Staff Spotlight

Meet Mrs. Bethany Stein-Johns, our District Preschool Coordinator, who rejoined the district this year to assume her new role. Her first experience with Osborn was through the iTeach program in 2015, and she began her career as a teacher at Solano after the program was completed. Now, ten years later, she has returned to the Osborn family. After some time home with her children, she was a preschool teacher for 4 years. Bethany spends time in all classrooms each week to support teachers' instruction, provide coaching, ensure compliance with Quality First and licensing standards, and coordinates and provides professional learning workshops for our staff.



Student Highlights

November brought an exciting month of student engagement and learning at Encanto. Our Pre-K students enjoyed a hands-on **Career Day**, where families representing a variety of professions visited classrooms to share their work and inspire our youngest learners. Third grade students participated in **Kids Read**, with their very own teachers serving as guest readers—each student even selected a book to take home, thanks to the generous support of the Osborn Educational Foundation. We also hosted our annual **Turkey Trot**, where families filled the sidelines to cheer on our student runners. It was a month full of joy, learning, and community connection for our Roadrunners.



Partnership Highlights

Our 21st Century After-School Program wrapped up its first session with exciting celebrations of student growth and family engagement. Mr. Centeno's **soccer club** participated in their first official game, where families came out to cheer on the Roadrunners and celebrate the progress students have made. To end the event, parents even joined in for a fun family game during the final ten minutes. Way to go, Roadrunners—and thank you, families, for your continued support!



Longview Board Report

To: Osborn School District Governing Board

Date: 12/3/25

Re: December 2025



Staff and student Highlights

Ms. Butier's 6th grade class volunteers to read with Ms. McHale's ABLE self contained class. The two teachers have collaborated to create this beautiful opportunity for all of the students involved. They have made it as a rotation in the 6th grade class and Ms. Butier shared with the entire staff that her kids, "Look forward to the day they find out who GETS to go read to Ms. McHales's students. They are silent as we anxiously wait to see whose names get randomly selected!!!" Ms. MacHale added, "My students look forward to this so much." I see the joy on the faces of the adults and the students and I am so honored and proud to celebrate both the staff and students.



Partnerships

We are so very excited as the gifts are slated to arrive Wednesday December 10th between 10:00am and 1:00pm from our Wish Builders partners from Skyline Builders & Restoration. What gifts you may ask? Well let me tell you. This partnership group adopted 50 families YES FIFTY families and EVERY child in the household from birth-18 years old will receive a wrapped gift (selected from each families "wish list") and the family receives a gift card for groceries as well. This is our second year working with this group and please be on the look out in our January report for the pictures of joy and gratitude! Thank you Skyline Builders and Restoration and their Wish Builders program!!!



Montecito Montessori Board Report

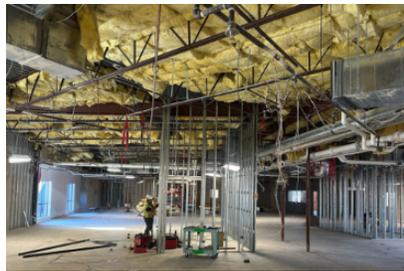
To: Osborn School District Governing Board

Date: 12/3/25



Community Highlights

Construction update - Crews have been working on electrical and new duct work. Framing has started! December also includes the beginnings of adding walls. Our chiller system has been going through a complete overhaul, and that project will conclude soon. We can also see the makings of some new window openings in the courtyard.



The first microforest in Arizona!!

Thanks to the Lifetime Foundation and SUGi project, on November 13th, our community planted over 1200 native plants and trees in our 4000 square foot microforest. It is a great addition to our campus and will be utilized in so many ways, including supporting student learning about the environment and botany, providing an outdoor learning space for any subject area, and even a place for staff and students to practice mindfulness.



Gratitude Lunch

Thanks to the Osborn Nutrition Department our families, children and staff enjoyed a delicious lunch and time to come together in thanks on November 20th.



Student Highlight

Third grade students' math learnings have been focused on multiplication and now division this quarter. Students in Ms. Katrina's class were just introduced to the racks and tubes materials. This set of materials works to help students learn the concept of division through the idea of distribution while remaining grounded within a place value system. Students regroup by place value and build an equation stemming from their work.



Staff Spotlight

Ms. Marina has been with the Osborn district for 12 years. She began her time with us at Solano, first as a Preschool Assistant and then as the Lead Preschool teacher. Last year she joined the Monarch team and is one of our Lead Primary Guides. She has worked diligently to learn Montessori methods and strives every day to give her best to our students. We are fortunate to have such a dedicated Monarch on our team.



Partnership Highlights

During the month of November our community collected non-perishable food which was donated to Justa Center in downtown Phoenix. Students organized our collection and several of them went to drop off the vanload of food with a parent volunteer and Principal Sotomayor.



OMS December Board Report

To: Osborn School District Governing Board

Date: 12/2/2025

Re: November 2025 Events



Staff Highlights

-This semester, our staff professional development has centered on differentiated groups designed to support teachers' individual and content team needs. Our Math Team is now in its second year of implementing the i-Ready Math curriculum, and their work has centered on designing high-quality lessons, analyzing student data, and using that information to guide targeted instruction. Across our Science, Social Studies, ELA, and Exploratory teams, much of our professional learning has centered on deepening our use of Kagan structures. Our professional development sessions also include time to allow staff to practice, receive peer feedback, and refine these cooperative learning strategies to enhance student engagement and collaboration.

Student Highlights

-Our November incentive experience was our OMS Fall Dance sponsored by the OMS Student Council! Students need to earn the experience by having three or fewer tardies to school and class, three or fewer referrals out of class, no suspensions and fewer than two absences.

-Winter sports are officially underway! Our boys' basketball and soccer teams have already completed two games, and our girls' soccer team played their season opener on December 2nd. All of our teams, including our girls' basketball team in their first game of the season, will be back in action on Thursday, December 4th.

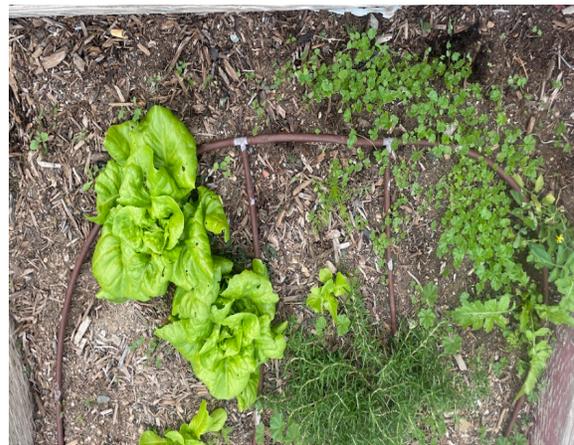
-Our 4th Annual Turkey Bingo event took place during 8th hour on Tuesday, November 25th, and the entire campus joined in the fun. Whenever a student believed they had a bingo, they hurried to the front office doing their best turkey gobble, always a highlight of the event, to claim their prize. It was a wonderful way to head into the holiday break, with more than 50 students winning prizes and everyone enjoying the festive spirit.





Partnership Highlights

-KaShara Starks, owner of Sunflower Solutions, is partnering with OMS once again this year to lead our Gardening After School Club. The club meets every Tuesday, and our students have been hard at work keeping the garden thriving and in great shape!





Solano Board Report

To: Osborn School District Governing Board

Date: 12.5.25

Re: December School Events

Staff Highlights

Leadership Team-Led Professional Development

To further build staff capacity and strengthen instructional practices, our Leadership Team designed and facilitated differentiated professional development for teachers this month. Teachers were able to self-select the learning experience that best aligned with their goals and classroom needs.

The three PD sessions offered were:

Small Group Activity: Focus on UFLI	Strategies for effective foundational skills instruction and structuring meaningful small-group rotations.
Lexia – Using Lexia Resources	Maximizing Lexia tools to support targeted interventions, monitor progress, and reinforce early literacy skills.
Teacher Regulation Toolkit	Practical techniques for supporting teacher self-regulation to promote calm, consistent, and proactive classroom environments.

This model honors teacher agency, recognizes varying skill strengths across the staff, and promotes leadership development within our school. The Leadership Team will continue this differentiated approach throughout the year to ensure professional learning directly impacts student achievement and instructional success.

Student Highlights

Students Create Festive Wearable Designs

Our students in art have been designing Festive Wearable Designs inspired by the popular “ugly holiday sweater” trend seen in movies, social media, and community celebrations. Through this fun and relevant project, students are applying their knowledge of geometric shapes, pattern design, and visual composition to create bold, expressive clothing art.

Family & Community Engagement Highlight:

Community Movie Night

On December 12, Solano will host a Family Movie Night as a way to welcome and strengthen connections with our school community. Students are currently voting on their favorite movie,



giving them a voice in planning the event and building excitement. Families will be invited to enjoy a fun evening together on campus, celebrating our positive school culture and the partnerships that help our students thrive.

Community Partnerships Supporting Solano Families

This season, Solano is grateful for the strong community partnerships that continue to uplift and support our students and families. Through collaborative efforts with local organizations, many of our families will receive essential items and gifts that bring joy and relief during this time of year.

Our partnerships include:

Shop With a Cop – Supporting 20 families with gifts for the holidays

Rotary Club – Providing 40 families with needed items and gifts

Skyline Wish Builders – Assisting 50 families with items and gifts

These partnerships reflect the power of collective generosity and demonstrate the community's belief in our students and their future. We are deeply appreciative of our partners and proud to continue building a network of support around every Solano family.



OSBORN SCHOOL DISTRICT #8

1226 W Osborn Rd Phoenix, AZ 85013

Phone: (602) 707-2000 Fax: (602) 707-2040

www.osbornschools.org

December 2025 Human Resources Department Report

January will be an exciting time around Osborn. Our Human Resources team will be back on campuses as part of our “HR Days”. This year, our HR Days are being offered in collaboration with Theresa Mazza of Child Nutrition. Whereas our HR team will be focusing on providing information germane to benefits, updating employee information and answering questions, Theresa will be offering Nutrition consultations. This year we are excited to dedicate one day per site to ensure we can maximize our time with employees. To ensure all staff have the option to participate, we will be present during lunch hours across grade levels at each site.

Beyond those opportunities to connect with staff, we are also looking forward to hosting our first annual Physical Therapy offering with AWARE, which will happen at the District Office on Wednesday January 28th, 2026. This partnership is made possible by our benefits administrator KAIROS, and will allow staff to take part in physical therapy consultations with licensed physical therapists and potentially start ongoing care pending their unique needs.

As always, feel free to reach out if you have any questions.

Sincerely,

Director, Human Resources
ewoodland@osbornsd.org
602-707-2037

CLARENDON
Elementary School
4th - 6th Grade
1225 W Clarendon Rd
Phoenix, AZ 85013
(602) 707-2200

ENCANTO
Elementary School
PreK - 3rd Grade
1420 W Osborn Rd
Phoenix, AZ 85013
(602) 707-2300

LONGVIEW
Elementary School
PreK - 6th Grade
1209 E Indian School Rd
Phoenix, AZ 85014
(602) 707-2700

MONTECITO
Community School
PreK - 3rd Grade
715 E Montecito Ave
Phoenix, AZ 85014
(602) 707-2500

OSBORN
Middle School
7th-8th Grade
1102 W Highland Ave
Phoenix, AZ 85013
(602) 707-2400

SOLANO
Elementary School
PreK - 6th Grade
1526 W Missouri Ave
Phoenix, AZ 85015
(602) 707-2600



Focus of Update: Professional Learning	
Strategic Plan Connection:	Child & Student Success
Update:	<p>The K-6 ELA Committee has met four times now. We concluded our December 3 meeting by summarizing our work thus far so that we can provide an update to all K-6 staff members. See below for the message that was shared with all staff:</p> <ul style="list-style-type: none"> ❑ We have reviewed 3 curricula so far– Savvas, HMH & American Reading Company (ARC). The committee was excited about ARC, but did not like HMH or Savvas. ❑ We have 1 more to review in January – Amplify – before we narrow our options down to 2 or 1 to pilot ❑ We will pilot materials in January through March/April. Committee members (who are willing) will pilot different pieces; others are welcome to pilot if desired. ❑ We will provide a variety of opportunities for all staff, families and community members to preview the materials we are piloting. ❑ Final decision will be made before the Board meeting on May 12, 2026.

Focus of Update: 21st Century & After School Programs	
Strategic Plan Connection:	Child & Student Success
Update:	21st Century Afterschool programs at Solano and Encanto resumed on December 1st. Afterschool



Board Meeting Date: December 16, 2025

	<p>programs at OMS, Longview and Clarendon will continue their current session through the end of the semester.</p> <p>On December 6th, our 4th-6th graders will participate in our District’s Volleyball Tournament from Solano, Clarendon, and Longview. Good luck to all our athletes!</p>
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Focus of Update: Teaching & Learning	
Strategic Plan Connection:	Child & Student Success
Update:	<p>In alignment with actions supporting our district AASA writing goals, teachers are administering our standards-aligned writing benchmark assessment this winter. The topic this round is an opinion prompt: “Should wild animals live in zoos?”</p> <p>Students read informational sources that present multiple perspectives about zoos and then write a multi-paragraph essay stating their opinion and supporting it with evidence from the texts. This task reinforces essential ELA standards, including citing details, forming clear claims, and organizing writing.</p> <p>The prompt also supports our standards-based grading work by providing a common assessment that gives teachers consistent evidence of student progress. See excerpts from the third grade task below.</p>



Should wild animals live in zoos?

Zoos exist in many places, and together they are home to millions of animals. People visit zoos to see animals and learn about them. However, some people think that wild animals should live in their natural habitats. Should wild animals live in zoos?

Write a multi-paragraph essay expressing your opinion about whether or not wild animals should live in zoos. Explain why your choice is better than the other. Use information from the sources in your essay.

Manage your time carefully so that you can do the following actions:

- Read the sources
- Plan your response
- Write your response
- Revise and edit your response

Be sure to include the following tasks:

- an introduction
- support your opinion using information from the sources
- a conclusion that is related to your opinion

Your response should be in the form of a multi-paragraph essay. Enter/write your response in the space provided.

Source #2: Are Zoos Good for Animals?

By Sarah Martinez, Wildlife Perspectives Journal

1 Zoos are exciting places to visit. You can see animals from all around the world. But some people wonder if zoos are good for animals. There are good things and bad things about zoos.

2 Some people like zoos. They say zoos keep animals safe. In the wild, animals can get hurt. Hunters hunt some animals. Forests are cut down. Animals lose their homes. At the zoo, animals are safe. They get food and water every day. A doctor helps them if they are sick.



3 Zoos teach people about animals.

When you see a bear or a monkey, you learn about it. You learn why we need to help animals. This makes people want to protect animals.



4 But some people do not like zoos. They say animals need to be free. In the wild, animals can go where they want. They can hunt for food. In zoos, animals live in small spaces. They cannot do what wild animals do.

5 Sometimes, animals in zoos act sad. They walk back and forth. They do the same thing over and over. This means they are not happy. Zoos try to



Focus of Update: Language Acquisition & Bi-Literacy	
Strategic Plan Connection:	Child & Student Success
Update:	<p>English Learners EL Leads gathered to share strategies for meeting student needs, including targeted intervention groups, curriculum use, lesson planning, and goal setting. This cross-site sharing is helping strengthen alignment of language acquisition supports district-wide. EL leads and paraprofessional teams at each site are also refining interventions in speaking, listening, reading, and writing in preparation for the upcoming AZELLA assessment. Several sites have begun using the new AZELLA mimic practice test to build familiarity with item types and monitor student readiness.</p> <p>Spanish Learners Encanto teachers participated in differentiated professional development on backwards-planned language routines, emphasizing clear success criteria, student exemplars, vocabulary development, and the use of visual supports. Spanish teachers also engaged in lesson analysis using the NIET Teaching & Learning Standards Rubric, with a focus on strengthening academic language in both student discourse and writing.</p> <p>Preschool teachers received professional development on Spanish assessments and screeners. Teams reviewed available resources and current site practices, and a plan was created to finalize a draft screener for quarter 3 implementation, with results to be shared with families during spring parent-teacher conferences.</p>



Board Meeting Date: December 16, 2025

Focus of Update: Student Services	
Strategic Plan Connection:	Child & Student Success
Update:	<p>Our annual Oct. 1st count was finalized this month with ADE for students who have an IEP. We are up by 23 students to 344 students over Oct. 1, 2024. Due to rising numbers and site needs, last year we made the decision to change the site locations of our RISE, STRIVE, and LAAB specialized programs and I am very happy to report that the changes have settled and each program is doing well in their new locations. We are most excited for our LAAB programs to be on the Longview campus as it ties our partially self-contained behavior program to the SEAS fully self-contained behavior program allowing for easier transition of students to a lesser restrictive environment to be with non-disabled peers. Our Autism program (STRIVE) is also flourishing on their new campus at Encanto.</p> <p>I would also like to share our Student Services Dept. November Newsletter: https://secure.smore.com/n/mb9t5</p>

Focus of Update: Teaching & Learning	
Strategic Plan Connection:	Community Partnership
Update:	<p>To support families in need and further strengthen Osborn's community the District Office Kindness Committee raised funds to purchase six Thanksgiving meals. Our fundraising efforts included a bake sale, Giving Tree and a raffle.</p>



Board Meeting Date: December 16, 2025



Focus of Update: Teaching & Learning	
Strategic Plan Connection:	Child & Student Success
Update:	<p>On Wednesday, November 12, all K-6 teachers came together across the district to engage in a Professional Learning Community (PLC) focused on math. Kindergarten teachers met at Encanto and were led by Clare Maynard, Master Teacher at Encanto. 1st and 2nd teachers met at Solano and were led by Amanda Merrill, Master Teacher at Solano. 3rd, 4th and 5th grade teachers met at Clarendon and were led by Abby Potter-Davis. 6th grade teachers met at Clarendon were led by Hilda Palache, 6th grade teacher extraordinaire at Clarendon.</p> <p>Below is a screenshot of the PLC protocol that was used to engage teachers in unpacking the standards they taught, reviewing student work, collaborating around best instructional practices and determining next steps for teaching.</p>



Board Meeting Date: December 16, 2025

PLC Analyzing Assessment Protocol

Question #1: What do we want all students to learn? ([Instructional Guide Link](#))
Focus Standard:

Identify Knowledge: What specific facts, vocabulary, or concepts do students need to know?	Identify Skills: What specific skills or procedures will students need to demonstrate?	Determine Understanding: What are the overarching understandings or big ideas that students should grasp?

What additional standards connect to this standard?

Model/representation demonstrating student understanding of this standard.



TO: Governing Board
FROM: Sam Garcia
DATE: Dec. 5th 2025
RE: MAINTENANCE / TRANSPORTATION UPDATE

Listed below are items that have been attended to during the past month.

All sites:

- District office has 2 open work orders and 12 completed for Nov.1st to Nov.30th.

Solano

- Maintenance Department has 29 open work orders and 30 completed for Nov.1st to Nov.30th.

OMS

- Maintenance Department has 18 open work orders and 17 completed for Nov.1st to Nov.30th.

Clarendon

- Maintenance Department has 13 open work orders and 9 completed for Nov.1st to Nov.30th.

Encanto

- Maintenance Department has 17 open work orders and 39 completed for Nov.1st to Nov.30th.

Longview

Maintenance Department has 20 open work orders and 18 completed for Nov.1st to Nov.30th.

Montecito

- Maintenance Department has 8 open work orders and 12 completed for Nov.1st to Nov.30th.

Perfect Attendance - Nov.1st to Nov.30th.

Debbie Murillo , Minerva Norzagaray, Annette Martinez, Fatima Brown, Maria Flores, Abril Castrejon, Lida Gonzalez, Kurt Collins, Maria Zuniga, Cindy Wessel, Christina Delgado, , Aaron Sanchez

Sam Garcia
Director of Maintenance and Transportation



Technology Department Report

December 2025 - Jamal Dana

1. **Helpdesk Services:** In November, the Technology Department closed **233** tickets with AVG response time of **1.27 hours**. In October, we closed 405 service tickets with an average response time **2.33 hours**. We are working hard and quickly to service all staff. Also, we are managing the distribution of our student devices based on needs. Our Goal is to lower and keep the AVG response time to 3 hours or less in November and move forward. Everything is going smoothly.



2. **Windows 11:** We have staff laptops and we created a Windows 11 image to go on all of them Planning to distribute them during the month of June and July.

3. **Montecito:** I requested to expand the area for the data center by 3 feet so we can be able to go behind the server racks comfortably. The committee approved and build the wall structure. I meet periodically with our bond committee, H2Group, Chasse, SPS+ and FSEC companies to make sure the technology side of the construction is going as planned at Montecito. We removed the equipment (clean up), and gave instructions on how the new infrastructure system will need to be done.

4. **Video & Intercom:** We finalized most of the selection of our Montecito infrastructure for the video surveillance, intercom, data and phone lines all be on maps clearly so we have no conflicts in the future about the locations.

5. **Phone system:** Looking into a new phone system for the district and meeting with a vendor. I informed the district that I will get demos so we can select a good phone system. Currently Osborn has a NEC, a 10 years old system.

6. **E-rate Update:** In January we will file for the second year of our Cox five years contract, and we will keep the same bandwidth for next school year. Unless we notice any increase in need for it. In addition, we will file request for funding to cover the warranty on our critical equipment.

7. **Rapid Identity:** We had an issue with synchronization of 6 accounts, we fixed the issue. RI is an auto creation of accounts of students from Synergy software, and staff from Visions software.

8. **Phishing Awareness:** Our Technology Department phishing campaign has been going on for the last three years now. The number of failing phishing emails has been reduced drastically. We will continue targeting and teaching users how to detect fake emails. **End of Report.**

OSBORN SCHOOL DISTRICT NO. 8
December 16, 2025
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

Suspension Report for month of November

For Board: Action Discussion Information

Background –

Following you will find the Suspension Report for November 2025.

Legal

Financial

Governing Board Goals

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

Recommendation

Update and information only

Moved _____ Seconded _____ P/F

Suspensions: November 2025

Date	School	Grade	Violation	Response	Reassigned Days
11/3/2025	Clarendon Elementary	6	Other Violations of School Policies	Out-of-School Suspension	1
11/4/2025	Osborn Middle School	7	Sexual Offenses	Out-of-School Suspension	3
11/4/2025	Encanto Elementary	3	Sexual Offenses	Out-of-School Suspension	1
11/4/2025	Osborn Middle School	8	Aggression	Out-of-School Suspension	3
11/4/2025	Osborn Middle School	8	Aggression	Out-of-School Suspension	3
11/5/2025	Osborn Middle School	8	Vandalism	Out-of-School Suspension	3
11/6/2025	Clarendon Elementary	4	Aggression	Out-of-School Suspension	3
11/6/2025	Clarendon Elementary	4	Aggression	Out-of-School Suspension	3
11/6/2025	Osborn Middle School	7	Alcohol Tobacco and Other Drugs	Out-of-School Suspension	5
11/6/2025	Osborn Middle School	7	Alcohol Tobacco and Other Drugs	Out-of-School Suspension	5
11/7/2025	Osborn Middle School	7	Other Violations of School Policies	Out-of-School Suspension	1
11/7/2025	Solano Elementary	4	Harassment, Threat and Intimidation	Out-of-School Suspension	3
11/7/2025	Clarendon Elementary	4	Aggression	Out-of-School Suspension	1
11/7/2025	Clarendon Elementary	4	Aggression	Out-of-School Suspension	1
11/7/2025	Clarendon Elementary	4	Aggression	Out-of-School Suspension	1
11/7/2025	Osborn Middle School	7	Alcohol Tobacco and Other Drugs	Out-of-School Suspension	1
11/10/2025	Clarendon Elementary	6	Other Violations of School Policies	Out-of-School Suspension	2
11/10/2025	Solano Elementary	5	Aggression	Out-of-School Suspension	3
11/10/2025	Encanto Elementary	KG	Aggression	Out-of-School Suspension	1
11/10/2025	Osborn Middle School	8	Other Violations of School Policies	Out-of-School Suspension	1
11/12/2025	Longview Elementary	5	Vandalism	Out-of-School Suspension	1
11/13/2025	Osborn Middle School	8	Other Violations of School Policies	Out-of-School Suspension	2
11/13/2025	Longview Elementary	1	Other Violations of School Policies	In-School Suspension	1
11/14/2025	Osborn Middle School	8	Aggression	Out-of-School Suspension	10
11/14/2025	Osborn Middle School	8	Aggression	Out-of-School Suspension	1
11/14/2025	Osborn Middle School	8	Harassment, Threat and Intimidation	Out-of-School Suspension	4
11/14/2025	Osborn Middle School	8	Aggression	Out-of-School Suspension	10
11/17/2025	Clarendon Elementary	6	Aggression	Out-of-School Suspension	10
11/17/2025	Longview Elementary	5	Harassment, Threat and Intimidation	Out-of-School Suspension	3

11/18/2025	Encanto Elementary	2	Aggression	Out-of-School Suspension	1
11/19/2025	Encanto Elementary	1	Aggression	In-School Suspension	1
11/20/2025	Clarendon Elementary	4	Aggression	Out-of-School Suspension	2
11/21/2025	Osborn Middle School	7	Weapons and Dangerous Items	Out-of-School Suspension	2
11/21/2025	Clarendon Elementary	4	Other Violations of School Policies	Out-of-School Suspension	2
11/24/2025	Encanto Elementary	1	Weapons and Dangerous Items	Out-of-School Suspension	1
11/24/2025	Encanto Elementary	1	Weapons and Dangerous Items	Out-of-School Suspension	1
11/24/2025	Clarendon Elementary	4	Sexual Offenses	In-School Suspension	1

OSBORN SCHOOL DISTRICT NO. 8

December 16, 2025

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

Student Absence Report for month of November

For Board: Action Discussion Information

Background –

School	November 2024	November 25
Clarendon	10.96%	11.92%
Encanto	9.9%	9.86%
Longview	11.3%	9.02%
Montecito	8.13%	4.8%
Osborn Middle	13.22%	12.28%
Solano	13.87%	11.40%

Legal

Financial

Governing Board Goals

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

Recommendation

Information

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

December 16, 2025

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

Substitute Teacher Report for the month of November

For Board: Action Discussion Information

Background –

The attached reports reflect a breakdown of substitutes needed due to absences, the percentage of vacancies filled per day and the reasons for those absences.

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

November 2025 Site-Based Absences

<p>3</p> <p>Total Absences: ENC- 2 CLA- 2 LNV- 1 MCS- 0 OMS- 1 SOL- 5</p>	<p>4</p> <p>Total Absences: ENC- 5 CLA- 2 LNV- 2 MCS- 0 OMS- 1 SOL- 3</p>	<p>5</p> <p>Total Absences: ENC- 3 CLA- 4 LNV- 1 MCS- 0 OMS- 1 SOL- 1</p>	<p>6</p> <p>Total Absences: ENC- 1 CLA- 3 LNV-4 MCS- 0 OMS- 1 SOL- 5</p>	<p>7</p> <p>Total Absences: ENC- 1 CLA- 3 LNV- 3 MCS- 2 OMS- 4 SOL- 3</p>
<p>10</p> <p>Total Absences: ENC- 2 CLA- 2 LNV- 2 MCS- 1 OMS- 0 SOL- 3</p>	<p>11</p> <p>VETERANS DAY</p>	<p>12</p> <p>Total Absences: ENC-0 CLA-0 LNV-0 MCS-0 OMS-2 SOL- 2</p>	<p>13</p> <p>Total Absences: ENC- 1 CLA- 1 LNV- 1 MCS- 0 OMS- 1 SOL- 6</p>	<p>14</p> <p>Total Absences: ENC- 4 CLA- 1 LNV- 4 MCS-1 OMS- 2 SOL- 7</p>
<p>17</p> <p>Total Absences: ENC- 2 CLA- 4 LNV- 2 MCS- 0 OMS- 2 SOL- 4</p>	<p>18</p> <p>Total Absences: ENC- 0 CLA- 1 LNV- 2 MCS- 0 OMS- 2 SOL- 4</p>	<p>19</p> <p>Total Absences: ENC- 1 CLA- 1 LNV- 0 MCS- 1 OMS- 0 SOL- 3</p>	<p>20</p> <p>Total Absences: ENC- 1 CLA- 0 LNV- 1 MCS- 0 OMS- 0 SOL- 3</p>	<p>21</p> <p>Total Absences: ENC- 5 CLA- 1 LNV- 4 MCS- 1 OMS- 2 SOL- 4</p>
<p>24</p> <p>Total Absences: ENC- 0 CLA- 1 LNV- 2 MCS- 0 OMS- 1 SOL- 2</p>	<p>25</p> <p>Total Absences: ENC- 0 CLA- 1 LNV- 0 MCS- 0 OMS- 0 SOL- 1</p>	<p>26</p> <p>THANKSGIVING RECESS</p>	<p>27</p> <p>THANKSGIVING RECESS</p>	<p>28</p> <p>THANKSGIVING RECESS</p>

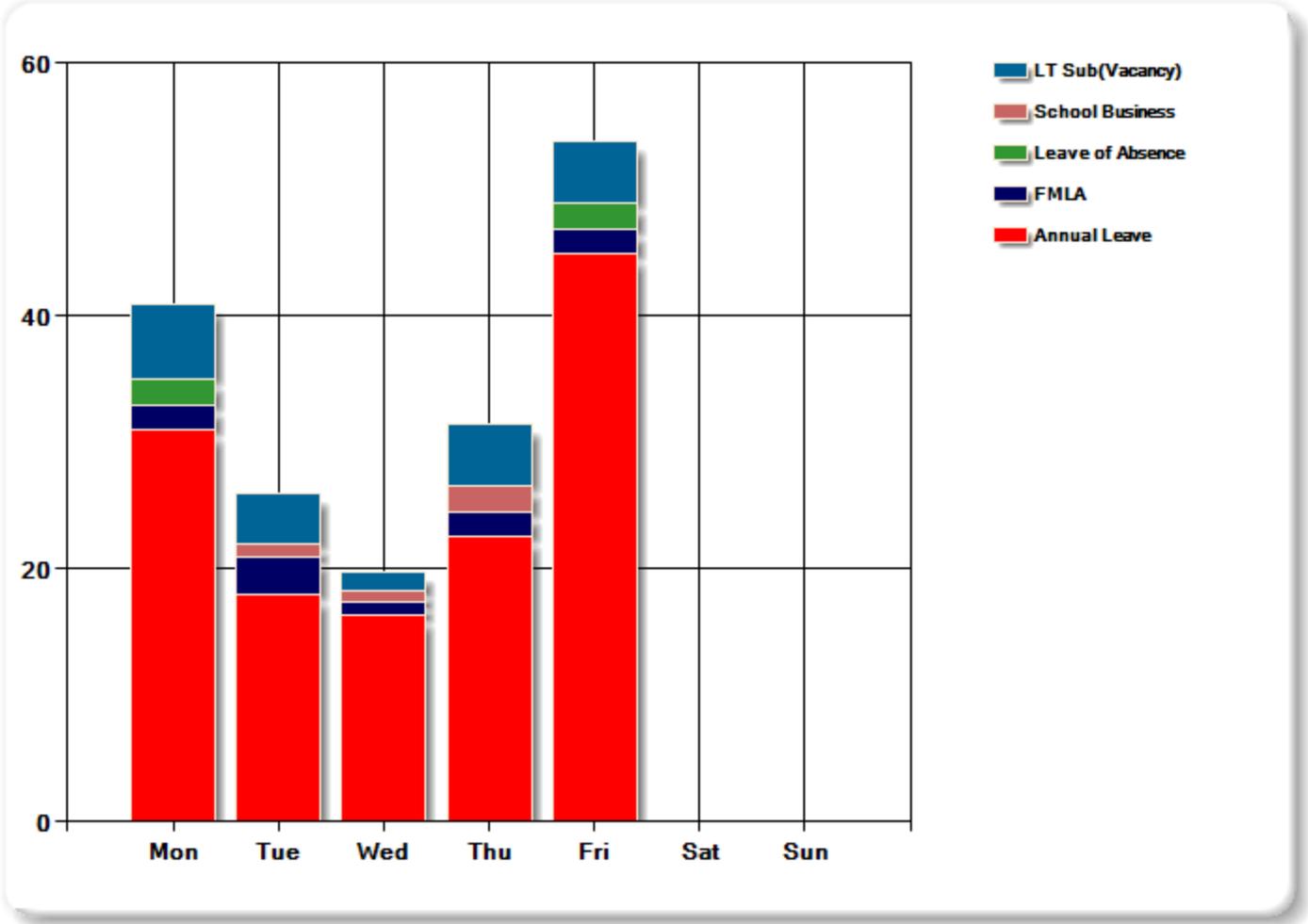
Day of Week Absence Analysis

[Return to Report Menu](#)

Start Date: 11/01/2025 
End Date: 11/30/2025 
Type: Absences/Vacancies
Employee:

View All
Vacancy Profile:
View All

School(s):
Employee Types :



Absence Reasons	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
Annual Leave	31	18	16.4	22.5	44.9	0	0	132.8
FMLA	2	3	1	2	2	0	0	10
Leave of Absence	2	0	0	0	2	0	0	4
School Business	0	1	0.8	2	0	0	0	3.8
Totals	35	22	18.2	26.5	48.9	0	0	150.6
Vacancy Reasons	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
LT Sub(Vacancy)	6	4	1.5	5	5	0	0	21.5
Totals	6	4	1.5	5	5	0	0	21.5

OSBORN SCHOOL DISTRICT NO. 8

December 16, 2025

Board Meeting

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Agenda Item Number – VIII-E

Agenda Item

Enrollment Report

For Board: Action Discussion Information

Background –

Below is the Enrollment Report for November 2025 for schools and special education self-contained programs in comparison to 2024.

School	Enrollment Dec. 6, 2024	Enrollment Dec. 2, 2025	Difference
Clarendon	415	384	-31
Encanto	566	504	-62
Longview	443	398	-45
Montecito	80	109	+29
Osborn Middle	411	376	-35
Solano	400	358	-42
Special Ed.*	85	85	-
Preschool	29	29	-
SEAS	5		-5
Total	2434	2243	-191

Average Daily Membership

	2024-25 100 th day ADM	2025-26 100 th day ADM	Difference
Total	2234.1807	2120.2494	-113.9313

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

Moved _____ Seconded _____ P/F

**OSBORN SCHOOL DISTRICT
ENROLLMENT DATA FOR: December 3rd, 2025**

ENCANTO		CLARENDON	
Kindergarten		Grade 4	
Davey, Jenny DL	22	Aken, Ann D/L	30
Kleinz, Kelly	25	Bedonie, Brianna	24
Lizarraga, Mackenzie D/L	23	Colledge, Abbey D/L	29
Murray, Nikki	23	Corrales, Lorena D/L	30
Tarazona, Neribeth D/L	24	Evans, Hannah	26
TOTAL KINDERGARTEN	117	TOTAL GRADE 4	139
Grade 1		Grade 5	
Goetter, Ashley D/L	25	Etsitty, Alyscia	27
Guillen, Adriana DL	24	Hernandez, Mayra D/L	21
Klanke, Liana	26	Kahl, Kayce D/L	25
Sanchez, Nayeli D/L	24	Meza, Jorge	27
Sikkema, Kelsey D/L	24	Serrano, Samuel D/L	26
TOTAL GRADE 1	123	TOTAL GRADE 5	126
Grade 2		Grade 6	
Hoffman, Katerina	27	Arebalo, Cynthia	22
Parker, Alex	26	Gonzalez Tena, Stephanie D/L	26
Pavlisick, Kimberly D/L	27	Palache, Hilda	24
Stubbs, Juanita D/L	28	Terriciano, Molly DL	24
Vargas, Luis D/L	23	Villarreal, Frank	23
TOTAL GRADE 2	131	TOTAL GRADE 6	119
Grade 3		SPED	
Bejarano, Vanessa D/L	19	Allen, Amanda	6
Centeno, Miguel D/L	25		
Chaconn Gabriel	21		
Palma, Vanessa D/L	23		
Whaley, Scott D/L	21		
Wilhelmy, Daniel	24		
TOTAL GRADE 3	133	TOTAL SPED	6
SPED			
Allen, Amanda	3		
Logrono, Renalyn	7		
Regis, Maria	8		
Scilley, Theresa	9		
TOTAL SPED	27		
ENCANTO TOTAL	531	CLARENDON TOTAL	390

**OSBORN SCHOOL DISTRICT
ENROLLMENT DATA FOR: December 2nd, 2025**

LONGVIEW		Montecito (KG-3rd)	
Kindergarten			
Assaf, Yehudy	25	Garcia, Itzel	8
Crompton, Carrie (KG)	24	Morales Ruano, Jess	30
		Obrachta, Tere	6
TOTAL KINDERGARTEN	49	Roberts, Katrina	28
Grade 1		Santillano, Magali	9
Elias Ulloa, Rosaisela D/L	20	Singh, Jill	20
Herrera Silva, Luis	23	Wright, Rosa	8
La O Garcia, Tara	21	TOTAL	109
TOTAL GRADE 1	64		
Grade 2			
Green, Maria D/L	24		
Jorgenson, Julie	22		
TOTAL GRADE 2	46		
Grade 3			
Berkich, Elizabeth	24		
Heiser, Morgan	22		
Sarmiento, Erika D/L	22		
TOTAL GRADE 3	68		
Grade 4			
Hurtado Diaz, Nidia	31		
Villan Morales, Elisa	28		
TOTAL GRADE 4	59		
Grade 5			
Hernandez, Dani D/L	29		
Wright, Sammi	29		
TOTAL GRADE 5	58		
Grade 6			
Butier, Lindsey	27		
Hendricks, Sabrina	27		
TOTAL GRADE 6	54		
Special Needs-Self Contained Cross Cat			
Ellison, Brianne	5		
Gaines, Mark	9		
McHale, Meghan	5	MONTECITO TOTAL	109
Smith M, Angelica	6		
TOTAL SPED	20		
SPED Preschool			
Osborn, Christina	14		
TOTAL PRE-SCHOOL	14		
LONGVIEW TOTAL	432		

OSBORN SCHOOL DISTRICT
ENROLLMENT DATA FOR: December 2nd, 2025

SOLANO		OMS	
Kindergarten		Grade 7	
Chhim, Soki	24	Adams, Kyle	21
Formanek, John	25	Frederick, Mack	29
Sandoval, Guadalupe	8	Georges, Julia	12
		Gomez, Vincent	21
		Hess, James	23
TOTAL KINDERGARTEN	57	Landeira, Richard	25
Grade 1		Linn, RJ	1
Dine, Yasmin	27	Naylor, Danielle	5
Sandoval, Guadalupe	12	Tikovitsch, Erin	5
Shillito, Alexandra	23	Trainor, Randy	5
		Urrutia, Beatriz	29
TOTAL GRADE 1	62	Wharton, Patricia	15
Grade 2		TOTAL GRADE 7	191
Copelly, Rosalba	26	Grade 8	
Haynes, Kylie	27	Georges, Julia	22
		Gerstner, Doug	26
TOTAL GRADE 2	53	Guzman, Jose	29
Grade 3		Kingsland, Mitchell	6
Callisen, Kristen	24	Lindberg, Karen	22
Thompson Hunter, Angella	21	Linn, RJ	24
		Naylor, Danielle	17
TOTAL GRADE 3	45	Quezada, Paula	21
Grade 4		Tikovitsch, Erin	18
Campbell, Amelia	28		
Schrey, Kaitlyn	27		
		TOTAL GRADE 8	185
TOTAL GRADE 4	55	Special Education-Self Contained Cross Cat.	
Grade 5		Cooper, Cody	7
Hasenstab, Stephanie	18	Parker, Sam	5
Tenijieth, Mia	21	TOTAL SPECIAL CLASSES	12
TOTAL GRADE 5	39	OMS TOTAL	388
Grade 6			
Linton Brown, Teola	25		
Perez, Katarina	22		
		TOTAL GRADE 6	47
TOTAL GRADE 6	47	SPECIAL EDUCATION-CROSS CAT	
Special Education-Cross Cat		DISTRICT TOTAL:	
Regenold, Tracey	10		2242
Roberts, Mae	9		
TOTAL SPECIAL CLASSES	19		
SPED - PS			
Megia, Michelle	15		
TOTAL PRESCHOOL	15		
SOLANO TOTAL	392		

ENROLLMENT BY GRADE AS OF: December 2nd, 2025

Grade	Encanto	Clarendon	Longview	Montecito	OMS	Solano	TOTAL
K	117		49	31		57	254
1	123		64	24		62	273
2	131		46	17		53	247
3	133		68	17		45	263
4		139	59	8		55	261
5		126	58	7		39	230
6		119	54	5		47	225
7					191		191
8					185		185
SpEd.	27	6	20		13	19	85
Presch.			14			15	29
							0
CURRENT MONTH'S TOTALS	531	390	432	109	389	392	2243
Totals	544	392	449	109	391	381	2266
Change	-13	-2	-17	0	-2	11	-23

Attendance - Multiple Year Comparison Chart

Attendance - Multiple Year Comparison Chart

Year	Sept. '22	Sept. '23	Sept. '24	Sept. '25	Encanto	Oct. '22	Oct. '23	Oct. '24	Oct. '25	Encanto	Nov. '22	Nov. '23	Nov. '24	Nov. '25	Encanto	Dec. '22	Dec. '23	Dec. '24	Encanto	Jan. '22	Jan. '23	Jan. '24	Jan. '25
Clarendon					Clarendon								Clarendon										
K	148	138	137	123	K	147	140	140	122	K	144	141	137	117	K	146	137	135	K	145	145	147	137
1	161	147	141	120	1	158	145	141	123	1	157	146	141	123	1	156	144	140	1	154	158	143	142
2	152	157	148	140	2	155	156	145	134	2	152	155	145	131	2	149	155	144	2	150	150	156	143
3	142	148	138	134	3	142	148	142	136	3	143	152	143	133	3	142	149	138	3	142	154	149	137
TOTAL	603	590	564	517	TOTAL	602	589	568	515	TOTAL	596	594	566	504	TOTAL	593	585	557	TOTAL	591	607	595	559
Longview					Longview								Longview										
K	57	48	72	48	K	58	48	72	50	K	56	45	72	49	K	55	45	70	K	56	56	47	70
1	56	69	52	70	1	50	69	53	69	1	48	70	51	64	1	49	70	50	1	48	47	68	52
2	63	48	83	49	2	65	47	80	49	2	70	49	77	46	2	69	48	79	2	69	67	49	80
3	67	49	61	68	3	64	59	61	71	3	65	57	63	68	3	62	56	63	3	66	63	56	64
4	66	65	62	63	4	65	66	62	63	4	63	67	60	59	4	62	66	60	4	65	60	67	58
5	73	68	60	56	5	55	69	59	58	5	55	67	56	58	5	54	67	55	5	55	54	65	53
6	40	62	63	54	6	64	61	64	55	6	65	62	64	54	6	63	63	64	6	63	65	63	64
TOTAL	422	409	453	408	TOTAL	421	419	451	415	TOTAL	422	417	443	398	TOTAL	414	415	441	TOTAL	422	412	415	441
Montecito					Montecito								Montecito										
K	9	9	31	31	K	15	9	30	31	K	15	9	30	31	K	15	9	31	K	13	13	9	30
1	2	13	16	23	1	8	13	13	24	1	8	13	15	24	1	8	13	15	1	9	9	13	15
2	1	7	18	17	2	5	7	18	17	2	5	6	18	17	2	5	6	18	2	4	4	6	18
3	2	2	6	17	3	2	3	6	117	3	2	3	6	17	3	2	3	6	3	2	2	3	6
4	3		6	8	4	3	8	6	8	4	3	7	8	4	3	0	7	4	2	2	0	7	
5	1		4	7	5	1	7	4	7	5	1	4	7	5	1	0	4	5	1	1	0	4	
6	3			5	6	3	5		5	6	3		5	6	3	0		6	2	2	0		
TOTAL	21	31	81	108	TOTAL	37	52	77	209	TOTAL	37	31	80	109	TOTAL	37	31	81	TOTAL	33	33	31	80
OMS					OMS								OMS										
7	224	220	196	196	7	227	218	195	191	7	224	225	192	191	7	221	185	188	7	208	211	224	187
8	252	213	222	187	8	262	214	218	188	8	259	214	219	185	8	255	184	216	8	242	242	223	211
TOTAL	476	433	418	383	TOTAL	489	432	413	379	TOTAL	483	439	411	376	TOTAL	476	369	404	TOTAL	450	453	447	398
Solano					Solano								Solano										
K	59	66	67	59	K	63	69	65	57	K	64	62	67	57	K	65	60	67	K	60	61	63	68
1	61	58	57	64	1	62	59	55	59	1	56	56	55	62	1	56	57	55	1	56	57	55	54
2	61	64	60	56	2	61	62	61	54	2	63	59	58	53	2	62	59	58	2	62	62	57	54
3	67	50	61	45	3	67	51	57	41	3	65	53	57	45	3	65	50	57	3	62	59	51	56
4	49	51	57	53	4	51	53	55	52	4	54	58	54	55	4	54	56	54	4	53	50	56	49
5	50	41	50	42	5	52	39	54	39	5	53	42	54	39	5	52	39	54	5	50	47	37	53
6	50	48	52	49	6	48	48	55	48	6	50	48	55	47	6	48	47	55	6	46	48	43	49
TOTAL	397	378	404	368	TOTAL	404	381	402	350	TOTAL	405	378	400	358	TOTAL	402	368	400	TOTAL	389	384	362	383
iSchool					iSchool								iSchool										
K	0				0					0					K	0			K	0	0		
1	5				5					5					1	6			1	6	7		
2	8				8					7					2	6			2	6	7		
3	10				11					11					3	10			3	10	11		
4	9				9					10					4	11			4	12	10		
5	18				17					18					5	18			5	18	18		
6	14				13					13					6	13			6	12	13		
Tot	64				63					64					64				TOTAL	64	66		
SEAS					SEAS								SEAS										
e-Sch	20	20	23	24	Pre-Sch.	21	23	28	26	Pre-Sch.	24	29	29	29	Pre-Sch.	24	32	35	Pre-Sch.	22	25	36	41
ec. Ed.	58	58	68	84	Spec. Ed.	53	66	86	86	Spec. Ed.	68	70	85	85	Spec. Ed.	68	73	87	Spec. Ed.	66	64	69	91

Feb. '22	Feb. '23	Feb. '24	Feb '25	Mar.'22	Mar.'23	Mar. '24	Mar. '25	Encanto	Apr. '22	Apr. '23	Apr. '24	April '25	Encanto	May '22	May '23	May '24	May '25	Encanto	Year End	Year End'21	Year End '22	Year End '24	Year End '25	
164	145	144	134	163	148	141	140	K	165	147	144	139	K	165	146	143	135	K			165	143	135	
148	158	143	139	149	156	144	136	1	149	156	143	138	1	149	156	142	135	1			149	156	142	135
148	150	153	140	149	150	151	143	2	152	150	151	142	2	154	152	153	142	2			154	153	142	
127	154	149	137	129	146	148	135	3	132	146	148	133	3	130	146	150	132	3			130	150	132	
587	607	589	550	590	600	584	554	TOTAL	598	599	586	552	TOTAL	598	600	588	544	TOTAL			598	588	544	

Clarendon									Clarendon									Clarendon								
102	134	132	143	102	133	128	143	4	106	133	129	139	4	104	132	129	138	4			104	129	138			
112	107	138	130	109	110	136	133	5	111	109	134	131	5	112	108	134	131	5			112	108	131			
100	124	117	132	100	126	115	131	6	100	126	114	127	6	100	124	113	126	6			100	113	126			
314	365	387	405	311	369	379	407	TOTAL	317	368	377	397	TOTAL	316	364	376	395	TOTAL			316	376	395			

Longview									Longview									Longview								
54	56	48	70	51	55	47	71	K	51	54	47	71	K	50	54	47	71	K			50	47	71			
59	47	70	50	60	52	71	48	1	58	52	72	47	1	56	52	71	47	1			56	71	47			
66	67	50	80	66	66	49	79	2	67	66	51	80	2	66	69	51	80	2			66	51	80			
61	63	56	65	60	63	56	68	3	60	64	55	63	3	59	64	55	63	3			59	55	63			
58	60	68	57	57	61	67	56	4	57	61	67	56	4	55	64	68	56	4			55	68	56			
58	54	64	56	59	55	65	60	5	60	56	67	59	5	59	58	67	59	5			59	67	59			
48	65	63	61	48	64	62	59	6	48	63	61	59	6	48	61	63	59	6			48	63	59			
404	412	419	439	401	416	417	441	TOTAL	401	416	420	435	TOTAL	393	422	422	435	TOTAL			393	422	435			

Montecito									Montecito									Montecito								
5	13	9	30	6	13	9	30	K	6	13	9	30	K	5	13	9	30	K			5	9	30			
2	9	13	15	2	8	13	15	1	2	9	13	15	1	2	9	13	15	1			2	13	15			
1	4	6	18	1	4	6	18	2	0	4	6	18	2	1	4	6	18	2			1	6	18			
3	2	3	6	4	1	3	6	3	4	1	3	6	3	5	1	3	6	3			5	3	6			
1	2	0	7	1	1	1	7	4	1	1	7	4	1	1	1	7	4	1			1	7	4			
0	1	0	4	1	0		4	5	2	1	4	5	2	1	1	4	5	2			2	4	5			
5	2	0	0	5	2		5	6	4	2	5	6	4	2	2	5	6	4			4	5	6			
17	33	31	80	20	29	31	80	TOTAL	19	31	31	80	TOTAL	20	31	31	90	TOTAL			20	31	90			

OMS									OMS									OMS								
247	211	223	185	250	228	217	192	7	250	225	219	188	7	242	228	218	188	7			242	218	188			
269	242	223	212	266	258	223	214	8	268	258	223	218	8	266	254	224	218	8			266	224	218			
516	453	446	397	516	486	440	406	TOTAL	518	483	442	406	TOTAL	508	482	442	406	TOTAL			508	442	406			

Solano									Solano									Solano								
70	61	61	67	70	61	62	66	K	70	59	58	66	K	70	58	59	65	K			70	59	65			
65	57	51	54	65	60	54	53	1	66	61	55	55	1	61	61	53	54	1			61	53	54			
71	62	58	51	69	63	58	48	2	69	62	55	47	2	65	62	54	46	2			65	54	46			
56	59	49	55	55	57	48	56	3	55	57	48	56	3	53	56	47	55	3			53	47	55			
50	50	56	49	51	51	57	48	4	54	51	55	46	4	54	49	52	45	4			54	52	45			
56	47	37	51	57	45	41	49	5	56	46	42	49	5	58	47	42	50	5			58	42	50			
60	48	41	49	61	48	44	49	6	61	49	45	48	6	61	48	44	47	6			61	44	47			
428	384	353	376	428	385	364	369	TOTAL	431	385	358	367	TOTAL	422	381	351	362	TOTAL			422	351	362			

iSchool									iSchool									iSchool								
14	0			16	0			K	15	0			K	14	0			K			14					
24	7			23	7			1	23	7			1	21	7			1			21					
24	7			24	7			2	26	7			2	21	7			2			21					
28	11			27	11			3	28	11			3	24	11			3			24					
28	10			29	10			4	26	10			4	28	10			4			28					
28	18			27	17			5	27	17			5	26	17			5			26					
44	13			43	13			6	41	13			6	41	13			6			41					
								7					7					7								
190	66			189	65			TOTAL	186	65			TOTAL	175	65			TOTAL			175					

SEAS									SEAS									SEAS								
		7				7					0												4			
32	25	35	43	33	29	0	49	Pre-Sch.	36	30	0	52	Pre-Sch.	38	37	38	51	Pre-Sch.			38	38	51			
69	64	69	89	68	58	0	93	Spec. Ed.	75	47	0	92	Spec. Ed.	68	48	69	91	Spec. Ed.			68	69	91			

SpEd Monthly Enrollment Worksheet

Date: 12/03/2025

Clarendon	Encanto	OMS	Solano	Longview	Montecito	Program	Total
1	3	1	1	2		Private Pl. (OSD Students)	8
			12	14		Pre-School (DD)	26
						Headstart	0
9	26	11	19	18		Self-Contained	83
				5		SEAS	5
40	28	46	21	26		Resource	161
6	9	11	5	12	1	Speech & Lang (w/add'l disability)	0
8	14	1	6	14	2	Speech & Lang	45
					2	Montessori SPED	2
	2		2	2		Community PS SPED	4
						Service Plans (Private Sch Stud)	15
						Homebound SPED	1
57	73	58	60	82	5	Totals**	350

**** Totals Do Not Include Speech (w/add'l disability)**

			Self-Contained			
The Children's Center			Allen	9	Hearing	3
AZ Day Sch Deaf			Miracles	6	Vision	3
ACCEL			Roberts	9	Orthopedic Impairment	3
The Aces	6		McHale	5	Physical Therapy	13
Service Plans	15		Regis	10	Occupational Therapy	112
CNNS	1		Parker	5	Autism	58
FBC	1		Cooper	6	MDSSI	3
			Logrono	7	MiID	7
Suspension Private Pl			Gaines	8	MoID	2
			Regenold	10	Voucher	7
			Scilley	9		
Home Bound Non-SPED			SEAS		Peer model Preschool	
			Ellison	5	504 Non-SPED	49

OSBORN SCHOOL DISTRICT NO. 8

December 16, 2025

Board Meeting

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

Agenda Item Number – IX-A

Agenda Item

OEA Update

For Board: Action Discussion Information

Background –

The Osborn Education Association (OEA) will provide a general update to the Governing Board, which will include the current Advocacy Log number as well as an update on the most recent OEA meeting, including the location, key topics of discussion, and any special guests. In addition, we will share general staff feedback collected through monthly Hot Topic Surveys, provide an update on the status of Meet & Confer, and present questions or feedback generated from our review of the current Board Packet.

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

December 16, 2025

Board Meeting

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

Agenda Item

Approval of Preschool Tuition Rates for 26-27 School Year

For Board: Action Discussion Information

Background –

The proposed tuition rates in order to meet operational costs are \$800/month. The following discounts and fees apply:

- Osborn Employee discount 20%
- Sibling Discount 10%
- DES assistance - all campuses are approved DES eligible facilities
- Quality First Scholarships- partial and full scholarships available based on income eligibility.
- Osborn Community Preschool Scholarship - partial and full scholarships available based on income eligibility.

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 Preschool Tuition Rates for 26-27 School Year.

Moved _____ Seconded _____ P/F

Osborn Preschool Tuition Schedule 2026-2027 sy

Osborn Montessori Preschool		Osborn Community Dual Language Preschools	
Serving children aged 3, 4, 5		Serving children aged 3 & 4 before September 1st	
Montecito Community School 715 E Montecito Ave Phoenix, AZ 85014		Encanto Elementary School 1420 W Osborn Rd Phoenix, AZ 85013 Longview Elementary School 1209 E Longview Ave Phoenix, AZ 85014 Solano Elementary School 1526 W Missouri Ave Phoenix, AZ 85015	
Yearly Tuition	\$8,000	Yearly Tuition	\$8,000
Monthly Tuition	\$800	Monthly Tuition	\$800
Daily rates (billed monthly)*	\$44.44	Daily rates (billed monthly)*	\$44.44
One Time Registration Fee *	\$25	One Time Registration Fee *	\$25
After School Care			
3PM-5:30PM		\$65 / week	
Aftercare may be offered at certain sites depending on student enrollment and staff availability.			
Payments		DES Assistance	
<p>Payments are due the 1st of the month</p> <p>\$30 late fee will be assessed for payments not submitted by the 5th of the month</p> <p>There will be a \$35 returned payment fee for cancelled checks</p> <p>Payments will be accepted typically on a monthly basis by credit card, check, or cash, unless other arrangements are approved by program leadership.</p> <p>First month's tuition payment and registration fee are due at time of registration and are *non-refundable</p> <p>Late Pick-ups will be billed at \$15 per 15 minute interval</p>		<p>If you are eligible to receive financial assistance from the AZ Department of Economic Security (DES), you will be responsible for the following:</p> <ul style="list-style-type: none"> - Your daily co-pay as determined by DES - Any difference between the daily rate that is subsidized by DES and our daily rate. (*Daily rates based on yearly tuition and 180 operating days.) - Submitting the required DES documentation 	
Discounts		Financial Assistance	
<p>Osborn staff discount = 20% (OSD staff member must be parent/guardian or same household of enrolled preschool student)</p> <p>Sibling Discount = 10% (sibling must be enrolled in a tuition based program within the Osborn SD)</p>		<p>A limited number of scholarships are available based on income eligibility through the Preschool Development Grant (Solano and Longview), Quality First (Encanto), and the Osborn District community preschool scholarship fund.</p>	

OSBORN SCHOOL DISTRICT NO. 8

December 16, 2025

Board Meeting

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

Agenda Item

Approval of Open Enrollment Capacity for 2026-2027 School Year

For Board: Action Discussion Information

Background –

The district is required to provide notice of Open Enrollment, by school/program, at multiple points in the school year. Acceptance of Open Enrollment Registrations will be in accordance with Governing Board Policy JFB with capacity re-evaluated throughout the school year by district administration.

The schools/programs for which Open Enrollment Registrations may be submitted for the 2026-2027 school year are as follows:

Schools:

- Clarendon School
- Encanto School
- Longview School
- Montecito Montessori School
- Osborn Middle School
- Solano School

Programs:

- Osborn Dual Language Programs
- Special Education Programs

Legal

Financial

Governing Board Goals

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

Recommendation

It is recommended the Board approve the Open Enrollment Capacity for the 2026-2027 school year for the schools/programs listed.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT NO. 8

December 16, 2025

Board Meeting

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Agenda Item Number – X-C

Agenda Item

Facility Use Fee Schedule

For Board: Action Discussion Information

Background –

The facility use rental and staffing schedule rates are being revised to account for increased utility rates and pay rates of District staff working the facility use events. The revised rates are based on a comparison of neighboring districts and the City of Phoenix.

The attached document reflects the revised fee schedules, effective January 1st, 2026.

Legal

Financial

Governing Board Goals

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

Recommendation

It is recommended the Board approve the Facility Use Fee Schedule as presented.

Moved _____ Seconded _____ P/F

OSBORN SCHOOL DISTRICT FACILITY USE FEES

GROUP 1

Activities considered being associated with or sponsored by the district.

- School Sponsored activities for students
- In-service, job related training for district personnel
- Community Education activities
- School related groups and organizations (i.e., PTA/PTO)
- Non-profit organizations sponsoring activities for Osborn students

GROUP 2

Non-school sponsored, non-profit service organization activities and activities for youth residing in the community and primarily geared towards Osborn Students.

- YMCA, Rotary, Lions, etc.
- Churches, theatre groups
- Colleges and Universities
- Homeowner's meetings
- Youth Athletic & recreational clubs

GROUP 3

- Non-profit groups who do not qualify under group 2. (i.e., primarily serving adults)
- Profit making groups
- Commercial

Fees for usage will be set by the Operations Officer, subject to Superintendent review if an appeal is requested. All appeals will be submitted in written form to the Operations Officer.

GENERAL FEE SCHEDULE

Hourly Charge

Facility	Group 1	Group 2	Group 3	Group2	Group3
				Weekends, Holidays, School Recess *	
Classroom	No Fee	\$15	\$30	\$25	\$40
Gymnasium	No Fee	\$40	\$75	\$55	\$90
Longview Auditorium	No Fee	\$60	\$90	\$75	\$105
MPR/Cafeteria without Kitchen	No Fee	\$30	\$45	\$40	\$55
MPR/Cafeteria with Kitchen**	No Fee	\$45	\$60	\$55	\$70
Library/Media Center	No Fee	\$25	\$35	\$35	\$45

District Office Board Room	No Fee	\$25	\$35	\$35	\$45
Athletic Field without lights	No Fee	\$15	\$20	\$25	\$30
Athletic Field with lights	No Fee	\$20	\$30	\$30	\$40
Indoor Restroom-added to outdoor use (custodial coverage required)	No Fee	\$5	\$10	\$10	\$15
Parking Lot	No Fee	\$5	\$10	\$5	\$10
Custodial Services		\$40.00 per hour (2hr minimum)			
Cafeteria Personnel (required when using kitchen)		\$40.00 per hour (2hr minimum)			

Other Fees

- \$25.00 Late fee per occurrence.
- \$25.00 Cancellations & Penalty Fee per occurrence.
When notice is not given at least 5 business days prior to the scheduled use of the facilities.
- \$25.00 insufficient funds fee.

In-kind

- All in kind requests will be submitted to the Operations Officer for pre-approval. Only those items approved by the district that benefit all students will be considered. The district reserves the right to reject any requests.
- In-kind approval cannot be in excess of 50% of the organization’s facility usage fees.
- No organization will be able to carry forward any credit balance. Organizations will send copies of receipts (not estimates) to the Operations Officer to be recorded as In-Kind, after receiving pre-approval.

*The standard fees in the chart reflect weekday fees during times when the facilities are occupied for school events. Users will pay additional fees during school closure days such as weekends, holidays, and school recess days.

**District Food Service employee is required to be on site whenever the kitchen is used in any way. The organization using the facility will be charged for such personnel services in accordance with current rates dictated by time, day of the week, holidays and weekends.

When custodial or other services are required beyond the normal schedule or work load of the Osborn staff, the services will be provided by Osborn employees. The organization using the facility will be charged for such personnel services in accordance with the fee schedule. This charge is in addition to the space rental fee. The custodian and/or cafeteria employee should not be paid directly by the renter. These employees will be paid through the district.

OSBORN SCHOOL DISTRICT NO. 8

December 16, 2025

Board Meeting

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

Agenda Item

Board Development

For Board: Action Discussion Information

Background

Book study-

Great on Their Behalf—Part II: How Your School Board Can Become Effective

Step Three: Monitor Progress

11. Effective Progress Monitoring (pg. 165-184)

12. Evaluating Board Performance (pg. 185-192)

13. Evaluating Superintendent Performance (pg. 193-202)

Reflection questions:

1. Pg. 182 states, “Boards that are monitoring effectively will invest the majority of their time...focused on understanding the past: where are we, how did we get here, what worked, what didn’t work, what did we learn? What does this guide you toward considering as we reach the mid-point of the year with schools having just completed (or completing) the mid-year benchmarks?
2. What are your thoughts / reflections on the assertions of the chapters in the readings as related to student outcomes? Are those based on reading assertions or thoughts on the current or sought-out instruments?

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
December 16, 2025
Board Meeting

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Agenda Item Number – XII

Agenda Item

Future Agenda Items

For Board: Action Discussion Information

Future

None

Agenda Item Number – XIII

Adjournment

Moved _____ Seconded _____ P/F