NOTICE OF PUBLIC MEETING

Pursuant to A.R.S. §38-431.02, notice is hereby given that the Dysart Governing Board will hold a meeting open to the public on the date and day, at the time, and at the location shown below. A copy of the complete agenda with names and details is posted prior to the scheduled meeting during business hours at the Dysart Education Center at 15802 N. Parkview Place, Surprise, AZ 85374 or at www.dysart.org> About Dysart> Governing Board> Meeting Packets.

DYSART UNIFIED SCHOOL DISTRICT
GOVERNING BOARD MEETING AGENDA
REGULAR MEETING/STUDY SESSION

TIME: 6:00 p.m. - Wednesday, April 7, 2010

PLACE: Nathaniel Dysart Education Center, 15802 N. Parkview Place, Surprise, AZ 85374

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Governing Board Secretary at 623-976-7002. Requests should be made as early as possible to allow time to arrange the accommodation.

REGULAR MEETING

Individuals wishing to address the Governing Board must fill out a request form available in the Lobby and turn it in to the Board Clerk, Superintendent or Board Secretary prior to the start of the meeting. Those who have asked to speak will be called upon to address the Board at the appropriate time.

1. Call to Order
   (Members of the Dysart Unified School District Governing Board will attend either in person or by telephone conference call.)

2. Dysart High School JROTC Color Guard and Pledge of Allegiance.

3. Approval of the Agenda Form

   It is recommended the Governing Board approve this Agenda Form consistent with Board Policy BEDB and temporarily suspend any Governing Board policy with which this agenda may be inconsistent.

   Motion ______________ Second ______________ Vote __________

4. Summary of Current Events
   • Superintendent
     • Presentations, Recognitions, Celebrations
       • Performance by the Shadow Ridge High School Theatre Group led by Instructor Camie McReynolds
       • Classroom Spotlight(s) - Cimarron Springs, “L to J Program” and Riverview K-3 Intervention Program
   • Governing Board
     • Jennifer Tanner
     • April Allen
     • Christine Pritchard
     • Bonnie Schroader
5. Audience with Individuals or Groups

During open session, the Board shall not hear personal complaints against school personnel or any other person connected with the District. Policies KL, KLB and KLD are provided by the Board for disposition of legitimate complaints including those involving individuals. The Board may listen but cannot enter into discussion on any item not on the agenda (except personal criticism). In order to facilitate accomplishing the business of the District in a timely manner, a time limit of three (3) minutes will be imposed for each individual or group addressing the Board. When you approach the podium, please state your name and address for the record.

**ACTION ITEMS**

**MOTION TO APPROVE CONSENT AGENDA ITEMS**

It is recommended the Governing Board approve Consent Agenda items as presented.

Motion ______________ Second ______________ Vote ______

**SECTION 2**

**ACTION/CONSENT**

<table>
<thead>
<tr>
<th>Motion Number</th>
<th>Description</th>
<th>Submitted By</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Recommendation to Approve the Issue and Release of a Request for Proposal for Various Community Education Programs</td>
<td>Mr. Thompson</td>
</tr>
<tr>
<td>2</td>
<td>Recommendation to Approve Personnel Action Items for the Period of March 25, 2010 through April 7, 2010</td>
<td>Dr. Roach</td>
</tr>
<tr>
<td>3</td>
<td>Approval of the Minutes of the Governing Board for the March 24, 2010 Meeting</td>
<td>Dr. Pletnick</td>
</tr>
<tr>
<td>4</td>
<td>Hearing Officer's Recommendation(s) - Long Term Suspension</td>
<td>Dr. Kellis</td>
</tr>
<tr>
<td>5</td>
<td>Overnight Travel for Up to Twenty-Five Willow Canyon High School (HOSA) Health Occupations Students of America, Two Advisors and One Staff Chaperone to Attend the Arizona State Conference in Tucson, AZ, April 14-15, 2010</td>
<td>Dr. Kellis</td>
</tr>
<tr>
<td>6</td>
<td>Overnight Stay for Twenty-Two Countryside Elementary Student Council Members, Two Advisors and One Parent Chaperone to Attend the 44th Annual Arizona Association of Junior High Student Council State Convention in Fountain Hills, AZ, May 6-7, 2010</td>
<td>Dr. Kellis</td>
</tr>
<tr>
<td>7</td>
<td>Approval of Shadow Ridge High School Young Life Campus Club</td>
<td>Dr. Miller</td>
</tr>
<tr>
<td>8</td>
<td>Approval of the (SCATT) Student Club of Athletic Trainers in Training at Shadow Ridge High School</td>
<td>Dr. Miller</td>
</tr>
<tr>
<td>9</td>
<td>Out of State Travel for Five Administrators and Sixteen Teachers from Dysart Elementary, Marley Park, Luke and Rancho Gabriela Schools to Attend the Advancement Via Individual Determination (AVID): A Tradition of Innovation; A Future of Transformation Conference in Dallas, TX, June 20-25, 2010</td>
<td>Dr. Miller</td>
</tr>
<tr>
<td>10</td>
<td>Out of State Travel for One Administrators and Four Teachers from El Mirage School to Attend the Advancement Via Individual Determination (AVID): A Tradition of Innovation; A Future of Transformation Conference in Dallas, TX, June 28-July 2, 2010</td>
<td>Dr. Miller</td>
</tr>
<tr>
<td>11</td>
<td>Out of State Travel for Two Administrators and Eight Teachers from Dysart High School to Attend the Advancement Via Individual Determination (AVID): A Tradition of Innovation; A Future of Transformation Conference in Dallas, TX, June 20-25, 2010</td>
<td>Dr. Miller</td>
</tr>
</tbody>
</table>
SECTION 2
ACTION/CONSENT

12. Recommendation for Approval to Dispose of Surplus Property
   Submitted By
   Mr. Thompson

13. Approval/Ratification of Expense Vouchers 1049, 1050 and 1051 in the Amount
    of $1,495,660.05
    Submitted By
    Mr. Thompson

14. Approval/Ratification of Payroll Vouchers 39 and 7369 in the Amount of
    $5,071,827.45
    Submitted By
    Mr. Thompson

SECTION 3
ACTION/DISCUSSION

15. Discussion Regarding Proposed Political Agenda Items to be Submitted to the
    Arizona School Boards Association and Selection of a Delegate and Alternate to
    Represent the Governing Board at the ASBA Delegate Assembly
    Dr. Pletnick

16. Recommendation to Approve the Employee Benefit Renewal Plans, Structure and
    Rates for 2010-2011 School Year
    Dr. Roach

17. Approve Employee Benefits Trust Document
    Mr. Thompson

18. Recommendation to Approve the K-12 Instructional Growth Teacher Job
    Description for the 2010-2011 School Year
    Dr. Roach

19. Revision of Governing Board Policy GCQA - Professional Staff Reduction in
    Force - Second Reading
    Dr. Pletnick

20. Revision of Governing Board Policy DJE Bidding / Purchasing Procedures -
    Second Reading
    Dr. Kellis

SECTION 4
INFORMATION

21. Information and Discussion Regarding the Scheduling of a Special Meeting
    Dr. Pletnick

22. Representation by Legal Counsel
    Dr. Pletnick

23. Athletic Eligibility for Elemiddle and High School Students
    Dr. Kellis

    Mr. Thompson

25. Memorandum of Understanding with the Dysart Education Association for the
    2010-2011 School Year
    Dr. Roach

REQUESTS FOR FUTURE AGENDA ITEMS

STUDY SESSION
- Staffing and Budget for 2010-2011

ADJOURNMENT

Motion ___________________ Second ___________________ Vote __________
Dysart Unified School District                                                                                              April 7, 2010                                                                 Regular Governing Board Meeting

“Exceeding standards, future ready”

GOVERNING BOARD ITEM

AGENDA ITEM: *Recommendation to Approve the Issue and Release of a Request for Proposal for Various Community Education Programs

<table>
<thead>
<tr>
<th>Action/Consent</th>
<th>Action/Discussion</th>
<th>Information</th>
<th>Supporting Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>DJE</td>
<td>Cost: $75,000(est.)</td>
<td>Funding Source: Community Schools</td>
</tr>
</tbody>
</table>

EXECUTIVE SUMMARY:

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.C.C.) put into operation by the State Board of Education pursuant to A.R.S. 15-213, the Purchasing Department is recommending that the Governing Board approve the use of a multi-term competitive sealed proposal to procure various community education programs for the District for the 2010-2011 school year.

The decision to require sealed offers was determined by analyzing expenses for the current fiscal year and anticipated need for the next fiscal year. The Purchasing Department anticipates that the District will expend approximately $75,000 in funds for these services for the 2010-2011 fiscal year.

A.R.S. §15-213 specifies that the procurement rules shall apply to purchases that exceed $33,689 for the procurement of construction, materials or services. That being the case, the District is required to solicit formal sealed offers. It is recommended that the Governing Board approve the release of a multi-term Request for Proposal to procure various community education programs for the District for the 2010-2011 school year. If approved as recommended, the request for proposal is expected to be released in April. Recommendation for award resulting from the RFP process will be brought to the Governing Board for approval.

It is hereby resolved that the District shall use the RFP process to procure various community education programs because:

a. The quality of programs and experience varies;
b. The District wants to compare the price, quality, experience and contractual factors of the proposals submitted;
c. The RFP process is more advantageous to the District because it allows all of the above to occur.

It is further resolved that a multi-term contract is appropriate because:

a. The estimated requirements of the District for various community education programs cover the period of the contract;
b. Such a contract will serve the best interest of the District by promoting economies in the procurement and by encouraging competition;
c. If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor may only be reimbursed for the reasonable value of any

BOARD ACTION REQUESTED:

It is recommended that the Governing Board approve the recommendation to issue and release a request for proposal for various Community Education Programs for the District.

SUBMITTED BY:                     SUPERINTENDENT:  

ACTION BY BOARD: Motion:    Second:    Vote:    AGENDA ITEM:  

Page 1 of 2
nonrecurring costs incurred but not amortized in the price of the materials or services delivered under the contract or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations available for such purposes.

BOARD ACTION REQUESTED:

It is recommended that the Governing Board approve the recommendation to issue and release a request for proposal for various Community Education Programs for the District.
AGENDA ITEM:  *Recommendation to Approve Personnel Action Items for the Period of March 25, 2010 through April 7, 2010

<table>
<thead>
<tr>
<th>Action/Consent</th>
<th>Action/Discussion</th>
<th>Information</th>
<th>Supporting Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

Policy Reference: GCBC, GCF, GDJ, GCK, GCQC, GDQ  Cost:  Funding Source: M&O, Title Funds, Grants, IDEA

EXECUTIVE SUMMARY:

It is recommended the Governing Board approve Personnel Actions which include:

7    New Hires (Certified Staff, Guest Teachers, Guest Teachers, and Support Staff Substitutes)
4    Changes of Assignment
2    Requests for Leave of Absence Without Pay
2    Requests for Extended Leave
25   Resignations
1    Retirements
1    Rescission of Retirement
2    Terminations
33   Supplemental Compensation

Information regarding the personnel action items is attached.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve personnel actions for March 25, 2010 through April 7, 2010 as presented.

SUBMITTED BY:  
SUPERINTENDENT:  
ACTION BY BOARD: Motion:  Second:  Vote:  AGENDA ITEM: 2
NEW HIRES

GUEST TEACHERS

The following Guest Teachers will be paid by M&O per Board Policy.

Coffey, Jennifer

SUPPORT STAFF

<table>
<thead>
<tr>
<th>NAME</th>
<th>SALARY</th>
<th>ASSIGNMENT</th>
<th>FUND</th>
</tr>
</thead>
<tbody>
<tr>
<td>Covarrubio, Maria</td>
<td>$13.05 per hour (Grade 19/Step 1)</td>
<td>Bus Driver</td>
<td>M&amp;O</td>
</tr>
<tr>
<td>Leisure, Deborah</td>
<td>$24.10 per hour (Grade 30/Step 15)</td>
<td>Health Services Assistant</td>
<td>M&amp;O</td>
</tr>
<tr>
<td>Lorenz, Kathleen</td>
<td>$10.69 per hour (Grade 8/Step 4)</td>
<td>Instructional Assistant</td>
<td>M&amp;O</td>
</tr>
<tr>
<td>Thomas, Craig</td>
<td>$13.05 per hour (Grade 19/Step 1)</td>
<td>Bus Driver</td>
<td>M&amp;O</td>
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<tr>
<td>Villa, Lydia</td>
<td>$10.69 per hour (Grade 8/Step 4)</td>
<td>Instructional Assistant</td>
<td>M&amp;O</td>
</tr>
</tbody>
</table>

SUPPORT STAFF SUBSTITUTES

The following Support Staff Substitutes will be paid by M&O per Board Policy.

Bruno, Pamela

CHANGE OF ASSIGNMENT

CERTIFIED STAFF

<table>
<thead>
<tr>
<th>NAME</th>
<th>OLD ASSIGNMENT</th>
<th>NEW ASSIGNMENT</th>
<th>FUND</th>
</tr>
</thead>
<tbody>
<tr>
<td>Simpson, Ranae</td>
<td>Teacher</td>
<td>Instructional Coach</td>
<td>Title I School</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Improve CA RP RI</td>
</tr>
</tbody>
</table>
**SUPPORT STAFF**

<table>
<thead>
<tr>
<th>NAME</th>
<th>OLD ASSIGNMENT</th>
<th>NEW ASSIGNMENT</th>
<th>FUND</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heimall, Lisa</td>
<td>Crossing Guard</td>
<td>Crossing Guard and School Aide</td>
<td>M&amp;O and M&amp;O &amp; Food Service</td>
</tr>
<tr>
<td>Stanton, Howard</td>
<td>Child Care Aide</td>
<td>Assistant Child Care Facilitator</td>
<td>Community Schools</td>
</tr>
<tr>
<td>Stevens, Branden</td>
<td>Child Care Aide</td>
<td>Assistant Child Care Facilitator</td>
<td>Community Schools</td>
</tr>
</tbody>
</table>

**REQUEST FOR LEAVE OF ABSENCE WITHOUT PAY**

**CERTIFIED STAFF**

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engwall, Andrew</td>
<td>Teacher English</td>
<td>07/01/2010 – 06/30/2011</td>
</tr>
<tr>
<td>Engwall, Carmen</td>
<td>Teacher ELD HS</td>
<td>07/01/2010 – 06/30/2011</td>
</tr>
</tbody>
</table>

**REQUEST FOR EXTENDED LEAVE**

**CERTIFIED STAFF**

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boser, Jennifer</td>
<td>Teacher SPED</td>
<td>03/29/2010 – 05/21/2010</td>
</tr>
<tr>
<td>Clow, James</td>
<td>Teacher 8th Grade</td>
<td>03/09/2010 – 04/09/2010</td>
</tr>
</tbody>
</table>

**RESIGNATIONS**

**CERTIFIED STAFF**

<table>
<thead>
<tr>
<th>NAME</th>
<th>REASON</th>
<th>EFFECTIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Armstrong, Barbara</td>
<td>Personal</td>
<td>5/21/2010</td>
</tr>
<tr>
<td>Cox, Benjamin</td>
<td>Personal</td>
<td>5/21/2010</td>
</tr>
<tr>
<td>Harris, Steven</td>
<td>Personal</td>
<td>5/21/2010</td>
</tr>
<tr>
<td>Hoffert, Elizabeth</td>
<td>Personal</td>
<td>5/21/2010</td>
</tr>
<tr>
<td>Klaproth, Penney</td>
<td>Personal</td>
<td>5/21/2010</td>
</tr>
<tr>
<td>Leslie, Randi</td>
<td>Personal</td>
<td>5/21/2010</td>
</tr>
</tbody>
</table>
Nitz, Daniel          Personal          5/21/2010
Porter, Kerry        Personal          5/21/2010
Reigelsperger, Kristin Personal          5/21/2010
Rideau, Sharon       Personal          4/9/2010
Rocha Tuner, Tony    Personal          5/21/2010
Thorwall, Jennifer   Personal          5/21/2010

**SUPPORT STAFF**

<table>
<thead>
<tr>
<th>NAME</th>
<th>REASON</th>
<th>EFFECTIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aranda, Juana</td>
<td>Personal</td>
<td>3/9/2010</td>
</tr>
<tr>
<td>Contreras, James</td>
<td>Personal</td>
<td>3/26/2010</td>
</tr>
<tr>
<td>Crosno, Allen</td>
<td>Personal</td>
<td>4/9/2010</td>
</tr>
<tr>
<td>Gonzalez, Sonia</td>
<td>Personal</td>
<td>3/10/2010</td>
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<tr>
<td>Griffin, Debra</td>
<td>Personal</td>
<td>3/12/2010</td>
</tr>
<tr>
<td>Lopez, Kelli</td>
<td>Personal</td>
<td>3/12/2010</td>
</tr>
<tr>
<td>Nichols, Josef</td>
<td>Personal</td>
<td>3/21/2010</td>
</tr>
<tr>
<td>Pupo, Alexa</td>
<td>Other Employment</td>
<td>3/12/2010</td>
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<tr>
<td>Sapp, Kevin</td>
<td>Personal</td>
<td>3/10/2010</td>
</tr>
<tr>
<td>Virgo, Onalee</td>
<td>Personal</td>
<td>3/16/2010</td>
</tr>
</tbody>
</table>

**SUPPORT STAFF SUBSTITUTES**

<table>
<thead>
<tr>
<th>NAME</th>
<th>REASON</th>
<th>EFFECTIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kelly, Patricia</td>
<td>Personal</td>
<td>03/11/2010</td>
</tr>
<tr>
<td>Moline, Susan</td>
<td>Personal</td>
<td>03/05/2010</td>
</tr>
<tr>
<td>Nuffer, Gena-Marie</td>
<td>Personal</td>
<td>03/30/2010</td>
</tr>
</tbody>
</table>

**CERTIFIED STAFF**

<table>
<thead>
<tr>
<th>NAME</th>
<th>EFFECTIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meyers, Scott</td>
<td>5/21/2010</td>
</tr>
</tbody>
</table>

**RECISSION OF RETIREMENT**

Rescission of the 5/20/2010 retirement and request for unused earned leave payout for the following individual.

Rosales, Margarita
TERMINATIONS

**SUPPORT STAFF**

<table>
<thead>
<tr>
<th>NAME</th>
<th>REASON</th>
<th>EFFECTIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Auricchio, Joseph</td>
<td>Job Abandonment</td>
<td>3/2/2010</td>
</tr>
<tr>
<td>Thomas, Yvonne</td>
<td>Job Abandonment</td>
<td>3/5/2010</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL COMPENSATION

**CERTIFIED 2009-2010**

Staff will be paid per MOU through grants for teaching or tutoring.

Krienitz, Monika A  
Leon, Jennifer L  
Micula, Gabriela L  
Mitchell, Joshua J  
Moser, Nancy E

Staff will be paid per MOU for Grade Level Chair assignments.

Kehl, Kathleen A

Staff will be paid per MOU for Curriculum Writing.

Chase, Barbara A  
McMahon, Jonathan D  
Thomas, Kimberley A

Staff will be paid per MOU for Elementary Coaching assignments.

Altamirano, Annette (Cheer-Season B)  
Anderson, Tonya C (Cheer-Season B)  
Barnhurst, Damon J (Flag Football)  
Barteski, Karen M (Volleyball)  
Benicki, Amy Jo (Flag Football)  
Chavez, Kimberly L (Volleyball)  
Flores, Alberto (Flag Football)  
Kelso, Duane K (Volleyball)  
Keough, Tracee L (Cheer-Season B)  
Lewis, Aleta C (Volleyball)  
Maves, Suzanne L (Cheer-Season B)  
McKnight, Alesha D (Volleyball)  
Moghina, Christian G (Flag Football)  
Nebel, Pamela A (Volleyball)  
Purveyear, Ciara (Flag Football)  
Salamanca, Danielle G (Volleyball)  
Tippins, Andrew D (Flag Football)  
Zwick, Beverly (Volleyball)

Staff will be paid per MOU for K-8 Extended Day Activities.

Braun, Jeff J  
Marinelli, Danae M  
Raber, Sarah D

Staff will be paid through M&O for additional hours as Game Supervisor.

Bedolla, Xavier G  
Bjerkestrand, Derek J

**SUPPORT STAFF 2009-2010**

Staff will be paid through M&O for Game Worker.

Beuthin, Ken W
AGENDA ITEM: Approval of the Minutes of the Governing Board for the March 24, 2010 Meeting

Action/Consent X Action/Discussion Information Supporting Data X

Policy Reference: BEDG Cost: N/A Funding Source: N/A

EXECUTIVE SUMMARY:

It is recommended the Governing Board approve the minutes of the Regular Meeting held March 24, 2010. The minutes are attached for Governing Board review and consideration.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve/ratify the minutes of the Governing Board Meeting held March 24, 2010.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM: 3
DYSART UNIFIED SCHOOL DISTRICT #89

MINUTES: GOVERNING BOARD –REGULAR MEETING

2009-2010 March 24, 2010 Location:
Nathaniel Dysart Education Center

I. REGULAR MEETING - GENERAL FUNCTION

1. Ms. Jennifer Tanner, Governing Board President, called the regular meeting to order at 6:00 p.m. Governing Board members constituting a quorum were present; Ms. Jennifer Tanner, Ms. Christine Pritchard, and Mrs. Bonnie Schroader. Mrs. April Allen was absent. Appointment to fill a Board vacancy is pending.


4. A motion by Tanner/Pritchard was entered to approve the Regular Agenda Form and Consent Agenda Form and temporarily suspend any Governing Board Policy with which the agenda may be inconsistent. **UNANIMOUS**

6. Summary of Current Events
   • Presentations, Recognitions, Celebrations
     • The El Mirage Elementary School Choir performed led by Aaron Duboise.
     • Due to technical difficulties the Classroom Spotlight could not be presented.
   • Superintendent - Dr. Pletnick reported the legislature budget bill eliminates all-day kindergarten but thanks to the efforts of the community and the passage of the override, Dysart will continue all-day kindergarten. With the passage of the one cent sales tax, cuts to Dysart’s M&O budget will be $5M and without the sales tax $11M. Education budget items still under review are cuts to capital, Career Ladder and state grant programs such as AIMS. All of these cuts are on top of cuts already experienced. IBA’s work on budget cuts will address the worst case scenario.
   • Governing Board
     • Jennifer Tanner reported she is working with the district team interviewing the Board candidates.
     • Christine Pritchard attended a 1st grade field trip and reported she was impressed with how field trip activities tied into curriculum objectives.
     • Bonnie Schroader reported she was pleased to see that a majority of district schools have current information on their marques and used the space to thank the community for supporting the override. In addition, she reported attending a field trip addressing a unit of study on the Iditarod dogs and race teams. She reported it was a wonderful way for students to learn about other cultures.

7. Audience with Individuals or Groups - NONE
A motion by Tanner/Schroader was entered to approve the Consent Agenda items as presented.

1. Approval of Letter of Commitment with Trane U.S. Inc. to Authorize an Investment Grade Audit Regarding the SFB/ARRA Energy Efficiency Project
   Approved the letter of commitment with Trane U.S. Inc. to authorize an investment grade audit for the SFB/ARRA Energy Efficiency Project.

2. Recommendation to Approve Option Easement Agreement Between Dysart Unified School District and Clear Wireless LLC for a Telecommunications Facility at Marley Park
   Approved the option and easement agreement with Clear Wireless LLC for a telecommunications facility at the Marley Park school site and allowed the Executive Director for Business Services to sign the agreement and any additional related documents.

3. Recommendation to Establish a Bank Account for Health Savings Accounts with Health Equity for Employee Insurance Programs
   Approve the establishment of a bank account for health savings accounts with Health Equity for employee insurance programs.

4. Recommendation for Approval to Award Contract #10-706-023 for Audio Visual Equipment and Supplies for the 2009-2010 School Year
   Approved the award of Contract #10-706-023 to Interstate All-Battery, Quill, Troxell and VSA Inc. for audio visual equipment and supplies for the 2009-2010 school year.

5. Recommendation to Approve Personnel Action Items for the Period of March 11, 2010 through March 24, 2010
   Approved. Appendix A

6. Unused Earned Leave Payout - Certified Staff - 2009-2010 School Year
   Approved the unused earned leave payout to Ms. Bharathi Rao in the amount of $3,323.50 for the 2009-2010 school year.

7. Unused Earned Leave Payout - Support Staff - 2009-2010 School Year
   Approved the unused earned leave payout to Ms. Margarita Rosales of $6,595.41 for the 2009-2010 school year.

8. Approval of the Minutes of the Governing Board for the March 10, 2010 Meeting
   Approved/ratified

9. Hearing Officer’s Recommendation(s) for Long Term Suspension
   Accepted the Hearing Officer’s recommendations to long-term suspend student(s) in the matter of Student Discipline Hearing(s) HOR0910-066, HOR0910-068 and HOR0910-069.
10. Overnight Travel for Up to Thirteen Willow Canyon High School and Five Valley Vista High School (DECA) Distributive Education Club of America Students and Three Advisors to Attend the International (DECA) Distributive Education Clubs of America Career Development Conference in Louisville, KY, April 23-28, 2010 Approved  

11. Overnight Travel for Five Shadow Ridge High School Key Club Members and One Advisor to Attend the Southwest District Key Club 57th Annual Convention in Tucson, AZ, April 8-11, 2010 Approved  

12. Recommendation to Approve the Issue and Release of a Request for Proposal for Cultural Diversity and Leadership Facilitation Services for the 2010-2011 School Year  
Approved the recommendation to issue and release a multi-term request for proposal for cultural diversity and leadership facilitation services.  

13. Recommendation for Approval to Issue and Release Invitation for Bids for Special Education Supplies and Equipment  
Approved the recommendation to issue and release an invitation for bid for Special Education supplies and equipment for the 2010-2011 school year.  

14. Extra Curricular Tax Credit Fund and Student Activities Fund Reports for the Month of February 2010  
Accepted  

15. Approval/Ratification of Expense Vouchers 1046, 1047 and 1048 in the Amount of $2,707,930.90  
Approved/Ratified  

16. Approval/Ratification of Payroll Vouchers 37, 7367, 38 and 7368 in the Amount of $10,085,128.21  
Approved/Ratified  

**ACTION/DISCUSSION**  

17. Recommendation for Implementation of Governing Board Policy JFB - Open Enrollment for the 2009-2010 School Year  
After discussion, a motion by Tanner/Pritchard was entered to authorize the Superintendent to implement the Open Enrollment Policy as presented for the 2010-2011 school year. Appendix B  

**UNANIMOUS**  

**INFORMATION**  

18. Information Regarding the Process Involved to Craft, Approve and Prioritize the Arizona School Boards Association 2011 Political Agenda  
Dr. Pletnick provided the Governing Board with information regarding the process by which member districts craft, approve and prioritize the Arizona School Boards Political Agenda.
19. Strategic Plan Update - Goal 3.A - Optimize Resources to Drive Student Achievement Objective 10: Design Program Evaluation for Counseling Program Objective 11: Evaluate the Current Counseling Services for Career and Academics
Ms. Sheila Argeris provided the Governing Board with information regarding accomplishments of the Counseling Program Committee in addressing Strategic Plan Goal 3.A, Objective 10 and 11. Appendix C

20. Revision of Governing Board Policy GCQA - Professional Staff Reduction in Force - First Reading
Dr. Pletnick reported the recommended policy revision reflects mandated changes in the area of reduction in force as a result of HB2011 which eliminated the use of seniority in the district RIF process. Dysart has collaborated with other districts, legal counsel and internal committees in moving forward. A district committee and its sub-committees are working collaboratively to develop methodology to quantify fair and defensible criteria for ranking staff for the purpose of Reduction in Force. If Reduction in Force is necessary during the 2010-2011 school year, it will be guided by this policy revision.

21. Revision of Governing Board Policy DJE Bidding/Purchasing Procedures - First Reading
Dr. Pletnick reported revision is recommended by the Arizona School Boards Association (ASBA) to comply with changes in federal and state law. Mr. Thompson indicated purchasing authority/procurement thresholds dollar amounts are set annually by the State Board of Education and rather than change policy annually, it’s recommends the threshold dollar amount be removed.

REQUESTS FOR FUTURE AGENDA ITEMS - NONE

ADJOURNMENT
On a motion entered by Tanner/Schroader and by a unanimous vote, the meeting ended at 7:08 p.m.

Signed: ____________________________ Date: ____________________________

April 7, 2010
**AGENDA ITEM:** *Hearing Officer’s Recommendation(s) Long Term Suspension*

Action/Consent: X | Action/Discussion | Information | Supporting Data

Policy Reference: JIC, JICI and JICG | Cost: N/A | Funding Source: N/A

**EXECUTIVE SUMMARY:**

Hearing Officer for the Dysart Unified School District, conducted discipline hearings for violation of Governing Board Policy JIC, JICI and JICG and the student “Informational Handbook” and recommends the student(s) in the matter of Student Discipline Hearing(s) listed be Long Term Suspended.

The recommendation(s) is/are made for Student Discipline Hearing(s):

- HOR0910-070
- HOR0910-071
- HOR0910-072
- HOR0910-073
- HOR0910-074

**BOARD ACTION REQUESTED:**

It is recommended the Governing Board accept the Hearing Officer’s recommendation to long-term suspend student(s) in the matter of Student Discipline Hearing(s) HOR0910-070, HOR0910-071, HOR0910-072, HOR0910-073 and HOR0910-074.

**SUBMITTED BY:**

**SUPERINTENDENT:**

**ACTION BY BOARD:** Motion: _____ Second: _____ Vote: ______ AGENDA ITEM: 4
<table>
<thead>
<tr>
<th>DISCIPLINE HEARING NO.</th>
<th>HEARING DATE</th>
<th>HEARING OFFICER</th>
<th>SCHOOL</th>
<th>CHARGES</th>
<th>HEARING OFFICER'S ORDER</th>
<th>TERM</th>
<th>ASSIGNMENT TO ALTERNATIVE PROGRAM</th>
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<td>3/10/2010</td>
<td>Barbara Surloff</td>
<td>ARES</td>
<td>Aggravated Assault</td>
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<td>Rest of Semester</td>
<td>n/a</td>
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<td>HOR0910-071</td>
<td>3/10/2010</td>
<td>Barbara Surloff</td>
<td>DHS</td>
<td>Weapon Possession</td>
<td>Long-Term Suspension</td>
<td>Rest of Semester</td>
<td>n/a</td>
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<td>HOR0910-072</td>
<td>3/22/2010</td>
<td>Barbara Surloff</td>
<td>Sundown</td>
<td>Defiance, Disorderly Conduct, Disrespect, Verbal Abuse/ Profanity/ Obscenity to an Adult</td>
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<td>HOR0910-073</td>
<td>3/22/2010</td>
<td>Barbara Surloff</td>
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<td>Disorderly Conduct, Verbal Abuse to an Adult, Fight (no weapon), Disrespect, Disruption</td>
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<td>Rest of Semester</td>
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<td>HOR0910-074</td>
<td>3/22/2010</td>
<td>Barbara Surloff</td>
<td>DHS</td>
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<td>Long-Term Suspension</td>
<td>Additional 10 Days</td>
<td>n/a</td>
<td>12-Apr-10</td>
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AGENDA ITEM: *Overnight Travel for Up to Twenty-Five Willow Canyon High School (HOSA) Health Occupations Students of America, Two Advisors and One Staff Chaperone to Attend the Arizona State Conference in Tucson, AZ, April 14-16, 2010

Action/Consent: X Action/Discussion: _____ Information: _____ Supporting Data: Student Contribution, HOSA

Policy Reference: IJOA, EEB-R Cost: $5,257.00 Funding Source: Club and West-Mec Funding

EXECUTIVE SUMMARY:

WHO: Up to twenty-five Willow Canyon High School HOSA student members, Advisor, Mrs. Melissa Portela, one male secondary advisor and one staff chaperone.

WHAT: The 2010 HOSA Spring Leadership Conference

WHEN: April 14-16, 2010

WHERE: Tucson, Arizona

WHY: The leadership conference will offer students the opportunity to compete at the state level in a health occupation area.

COST: The approximate cost of $5,257.00 includes transportation, housing, conference registration, meals and guest teachers. Students will contribute $50.00 towards the cost of the travel. West-Mec funds will pay $3,360.00 towards the student costs and $600.00 for bus transportation. HOSA Club funds will pay the dinner meals for students. West-MEC funding will pay for the advisors expenses.

BOARD ACTION REQUESTED:

It is recommended that the Governing Board approve the overnight travel of up to twenty-five Willow Canyon High School (HOSA) Health Occupations Students of America, two advisors and one staff chaperone to attend the Arizona State Conference in Tucson, AZ, April 14-16, 2010.

SUBMITTED BY: ___________________ SUPERINTENDENT: ___________________

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: _____
"Exceeding standards, future ready"

GOVERNING BOARD ITEM

AGENDA ITEM: *Overnight Stay for Twenty-Two Countryside Elementary Student Council Members, Two Advisors and One Parent Chaperone to Attend the 44th Annual Arizona Association of Junior High Student Council State Convention in Fountain Hills, AZ, May 6-7, 2010

Action/Consent _ _ Action/Discussion _ _ Information/Discussion _ _ Supporting Data _

Policy Reference: IJOA, EEB-R Cost: $2,500.00 Funding Source: Student Council and Student Contribution

EXECUTIVE SUMMARY:

WHO: Twenty-Two Countryside Elementary student council members, two advisors and one parent chaperone.

WHAT: AAJHSC 44th Annual State Convention

WHERE: Fountain Hills, AZ

WHEN: May 6-7, 2010

WHY: To develop leaders through the following five goals: leadership, academic achievement, school spirit, diversity and school/community involvement. The convention also recognizes Student Councils that have done an outstanding job in promoting these goals. Last year, Countryside Elementary Student Council won the Master Council Award. The convention ends at 11:00 pm on May 6th. The Student Council is requesting approval to stay overnight so they can complete their community outreach goal on Saturday, May 7th. Arrangements are being made for student council members to clean up a portion of land in the Fort McDowell area. Students will return around 2:00 pm on May 7th.

COST: The approximate cost of $2,500.00 includes transportation, lodging, and meals. Student activities will fund $1,620.00 with the remaining balance to be paid by student contribution.

BOARD ACTION REQUESTED:

Overnight Stay for Twenty-Two Countryside Elementary Student Council Members, two advisors and one parent chaperone to attend the 44th Annual Arizona Association of Junior High Student Council State Convention in Fountain Hills, AZ, May 6-7, 2010.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 6
AGENDA ITEM:  *Approval of Shadow Ridge High School Young Life Campus Club

<table>
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<tr>
<th>Action/Consent</th>
<th>Action/Discussion</th>
<th>Information</th>
<th>Supporting Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
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</tr>
</tbody>
</table>

Policy Reference: JJA  
Cost: $0.00  
Funding Source: N/A  

**EXECUTIVE SUMMARY:**

**WHO:** Any Shadow Ridge High School student interested in participating.

**WHAT:** Young Life Campus Club at Shadow Ridge High School

**WHEN:** “Campus Club Campaigns” held weekly or biweekly

**WHERE:** Shadow Ridge High School

**WHY:** The Mission of Young Life Campus Club is to introduce student peers to Jesus Christ and His Gospel while helping them grow in their faith.

**COST:** $0.00

**BOARD ACTION REQUESTED:**

It is recommended the Governing Board approve the Young Life Campus Club at Shadow Ridge High School.

**SUBMITTED BY:** Cyndi Miller  
**SUPERINTENDENT:** Hart Phillips

**ACTION BY BOARD:** Motion:  
Second:  
Vote:  
AGENDA ITEM: 7
GOVERNING BOARD ITEM

AGENDA ITEM:  *Approval of the (SCATT) Student Club of Athletic Trainers in Training at Shadow Ridge High School

Action/Consent  X  Action/Discussion  ____  Information  ____  Supporting Data  ____

Policy Reference: JJA  Cost: $0.00  Funding Source: N/A

EXECUTIVE SUMMARY:

WHO: Any Shadow Ridge High School student interested in sports medicine and the challenge of being a student athletic trainer. Student must be willing to learn about the professional field of Athletic Training and work with the Athletic Training staff at Shadow Ridge High School.

WHAT: The Student Club for Athletic Trainers in Training (SCATT) at Shadow Ridge High School

WHEN: Meetings held monthly during the school year. Required minimum 1 season of student athletic training.

WHERE: Shadow Ridge Athletic Training Room

WHY: The mission of Student Club for Athletic Trainers in Training is “to promote a means of entering into the active scholastic, social, and athletic life of Shadow Ridge High School whilst learning and educating others about the field of athletic training.”

COST: $0.00

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the (SCATT) Student Club of Athletic Trainers in Training at Shadow Ridge High School.

SUBMITTED BY: [Signature]  SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion:  Second:  Vote:  AGENDA ITEM: 
GOVERNING BOARD ITEM

AGENDA ITEM: *Out of State Travel for Five Administrators and Sixteen Teachers from Dysart Elementary, Marley Park, Luke and Rancho Gabriela Schools to Attend Advancement Via Individual Determination (AVID): A Tradition of Innovation; A Future of Transformation Conference in Dallas, TX, June 20-25, 2010

Action/Consent X Action/Discussion Information Supporting Data

Policy Reference: EEB-R Cost: $48,930.00 Funding Source: Gifts and Donations

Title I, MIPS, Marley Kemper Grant Funds,

EXECUTIVE SUMMARY:

WHO: One Dysart Elementary School administrator and four Teachers, one Marley Park Elementary School administrator and four teachers, one Luke Elementary School administrator and four teachers, and two Rancho Gabriela School administrators and four teachers.

WHAT: AVID: A Tradition of Innovation; A Future of Transformation Conference

WHERE: Dallas, TX

WHEN: June 20-25, 2010

WHY: To train the Elementary Middle School teams in (AVID) Advancement Via Individual Determination methodologies, strategies and school wide implementation. The team will attend intensive professional development strands that model the AVID classroom and methodologies, writing, inquiry, collaboration, and reading through out the training.

COST: The estimated total cost of $48,930.00 includes registration, airfare, meals, lodging and transportation. The approximate cost of $2,330.00 per person to be paid by Title I, MIPS, Marley Kemper Grant Funds and Gifts and Donations.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the out of state travel of five elementary school administrators and sixteen teachers from the elementary schools: Dysart, Marley Park, Luke, and Rancho Gabriela, to attend the Advancement Via Individual Determination (AVID): A Tradition of Innovation; A Future of Transformation Conference in Dallas, TX, June 20-25, 2010.

SUBMITTED BY: [Signature]

ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM: 9
AGENDA ITEM: *Out of State Travel for One Administrator and Four Teachers from El Mirage Elementary School to Attend Advancement Via Individual Determination (AVID): A Tradition of Innovation; A Future of Transformation Conference in Dallas, TX, June 28-July 2, 2010

Action/Consent X Action/Discussion _____ Information _____ Supporting Data _____

Policy Reference: EEB-R Cost: $11,650.00 Funding Source: Title I

EXECUTIVE SUMMARY:

WHO: One El Mirage Elementary School administrator and four teachers.

WHAT: AVID: A Tradition of Innovation; A Future of Transformation Conference

WHERE: Dallas, TX

WHEN: June 28-July 2, 2010

WHY: To train the Elementary Middle School teams in (AVID) Advancement Via Individual Determination methodologies, strategies and school wide implementation. The team will attend intensive professional development strands that model the AVID classroom and methodologies, writing, inquiry, collaboration, and reading throughout the training.

COST: The estimated total cost of $11,650.00 includes registration, airfare, meals, lodging and transportation. The approximate cost of $2,330 per person to be paid by Title I.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the out of state travel of one school administrator and four teachers from El Mirage Elementary School to attend the Advancement Via Individual Determination (AVID): A Tradition of Innovation; A Future of Transformation Conference in Dallas, TX, June 28-July 2, 2010.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 10
**GOVERNING BOARD ITEM**

**AGENDA ITEM:** *Out of State Travel for Two Administrators and Eight Teachers from Dysart High School to Attend the Advancement Via Individual Determination (AVID): A Tradition of Innovation; A Future of Transformation Conference in Dallas, TX, June 20-25, 2010*

<table>
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<tr>
<th>Action/Consent</th>
<th>Action/Discussion</th>
<th>Information</th>
<th>Supporting Data</th>
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<tbody>
<tr>
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</tbody>
</table>

Policy Reference: EEB-R  Cost: $20,330.00  Funding Source: Title I

**EXECUTIVE SUMMARY:**

**WHO:** Two Dysart High School administrators and eight teachers

**WHAT:** AVID: A Tradition of Innovation; a Future of Transformation Conference

**WHERE:** Dallas, TX

**WHEN:** June 20-25, 2010

**WHY:** To train the Dysart High School team in Advancement Via Individual Determination (AVID) methodologies, strategies and school wide implementation. The team will attend intensive professional development strands that model the AVID classroom and methodologies, writing, inquiry, collaboration, and reading through out the training.

**COST:** The estimated cost of $20,330.00 includes registration, airfare, meals, lodging and transportation.

**BOARD ACTION REQUESTED:**

It is recommended the Governing Board approve the out of state travel of two Dysart High School administrators and eight teachers, to attend the Advancement Via Individual Determination (AVID): A Tradition of Innovation; A Future of Transformation Conference in Dallas, TX, June 20-25, 2010.

**SUBMITTED BY:** Cyndi Miller  **SUPERINTENDENT:**

**ACTION BY BOARD:** Motion:  Second:  Vote:  **AGENDA ITEM:** 11
AGENDA ITEM:  *Recommendation for Approval to Dispose of Surplus Property

<table>
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<th>Action/Consent</th>
<th>Action/Discussion</th>
<th>Information</th>
<th>Supporting Data</th>
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</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td>N/A</td>
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</tr>
</tbody>
</table>

Policy Reference: DJE  Cost: N/A  Funding Source: N/A

EXECUTIVE SUMMARY:

The District has accumulated obsolete and outdated equipment. These items no longer work or no longer meet the District’s standard and/or need. The items include various videos, CDs and books from the Media Center. In accordance with Arizona Administrative Code #R7-2-1131, all items will be disposed of through sealed bid, public auction, established markets, trade-in, posted prices or state surplus. All proceeds will be returned to the District.

BOARD ACTION REQUESTED:

It is recommended that the Governing Board approve the disposal of surplus property.

SUBMITTED BY: [Signature]  SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion:  Second:  Vote:  AGENDA ITEM: 12
**AGENDA ITEM:** *Approval/Ratification of Expense Vouchers 1049, 1050 and 1051 in the Amount of $1,495,660.05*

<table>
<thead>
<tr>
<th>Action/Consent</th>
<th>Action/Discussion</th>
<th>Information</th>
<th>Supporting Data</th>
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<th>Cost: N/A</th>
<th>Funding Source: N/A</th>
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**EXECUTIVE SUMMARY:**

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<th>VOUCHER #</th>
<th>AMOUNT</th>
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<td>03-05-2010</td>
<td>1049</td>
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<tr>
<td>03-11-2010</td>
<td>1050</td>
<td>957,956.09</td>
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<tr>
<td>03-17-2010</td>
<td>1051</td>
<td>536,873.96</td>
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<tr>
<td>TOTAL</td>
<td></td>
<td>$1,495,660.05</td>
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**BOARD ACTION REQUESTED:**

It is recommended that the Governing Board approve/ratify expense vouchers 1049, 1050 and 1051 in the amount of $1,495,660.05.

**SUBMITTED BY:**

**SUPERINTENDENT:**

**ACTION BY BOARD:** Motion: Second: Vote: AGENDA ITEM: 13
DYSART UNIFIED VOUCHER

Voucher No: 1049  Voucher Date: 03/05/2010  Prepared By: "Cochran 3/5/10"

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $830.00 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2009 to June 30, 2010 (period cannot overlap fiscal year end.)

I certify by my original signature below that this claim is just and correct, and the services and/or materials herein represented have been received and that the claim: ☐ was approved at a public meeting of the governing board on __________ (A.R.S. 15-304), or ☑ will be ratified at the next regular or special meeting of the governing board on __________ in accordance with the procedures of A.R.S. 15-321 All items are properly coded and not in excess of the budget. Itemized invoices accompany these vouchers. All employees and officials have on file an oath in compliance with ARS 38-231.

JENNIFER TANNER  PRESIDENT

APRIL ALLEN  CLERK

WILLIAM B LIPSCOMB  MEMBER

CHRISTINE PRITCHARD  MEMBER

BONNIE SCHROADER  MEMBER

DYSART UNIFIED

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<td>530 GIFTS AND DONATIONS</td>
<td>$830.00</td>
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</table>

$830.00
DYSART UNIFIED VOUCHER

Voucher No: 1050 Voucher Date: 03/11/2010 Prepared By: D. Cochran

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $957,956.09 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2009 to June 30, 2010 (period cannot overlap fiscal year end.)

I certify by my original signature below that this claim is just and correct, and the services and/or materials herein represented have been received and that the claim: □ was approved at a public meeting of the governing board on _______________ (A.R.S. 15-304), or □ will be ratified at the next regular or special meeting of the governing board on _______________ in accordance with the procedures of A.R.S. 15-321 All items are properly coded and not in excess of the budget. Itemized invoices accompany these vouchers. All employees and officials have on file an oath in compliance with ARS 38-231.

JENNIFER TANNER PRESIDENT

APRIL ALLEN CLERK

WILLIAM B LIPSCOMB MEMBER

CHRISTINE PRITCHARD MEMBER

BONNIE SCHROADER MEMBER

DYSART UNIFIED

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<td>MEDICAID REIMBURSEMENTS</td>
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<td>EXTRACURRICULAR ACTIV. TAX CREDIT</td>
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<td>GIFTS AND DONATIONS</td>
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<td>855</td>
<td>Employee Insurance Trust Fund</td>
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$957,956.09
DYSART UNIFIED VOUCHER

Voucher No: 1051  Voucher Date: 03/17/2010  Prepared By:  

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $536,873.96 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2009 to June 30, 2010 (period cannot overlap fiscal year end.)

I certify by my original signature below that this claim is just and correct, and the services and/or materials herein represented have been received and that the claim: ___ was approved at a public meeting of the governing board on ___________ (A.R.S. 15-304), or ___ will be ratified at the next regular or special meeting of the governing board on ___________ in accordance with the procedures of A.R.S. 15-321 All items are properly coded and not in excess of the budget. Itemized invoices accompany these vouchers. All employees and officials have on file an oath in compliance with ARS 38-231.

JENNIFER TANNER  PRESIDENT

APRIL ALLEN  CLERK

WILLIAM B LIFSCOMB  MEMBER

CHRISTINE PRITCHARD  MEMBER

BONNIE SCHROADER  MEMBER

DYSART UNIFIED

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$536,873.96
Dysart Unified School District        April 7, 2010        Regular Governing Board Meeting

"Exceeding standards, future ready"

GOVERNING BOARD ITEM

AGENDA ITEM: *Approval/Ratification of Payroll Vouchers 39 and 7369 in the Amount of $5,071,827.45

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Policy Reference: DK-E               Cost: N/A
Funding Source: N/A

EXECUTIVE SUMMARY:

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BOARD ACTION REQUESTED:

It is recommended that the Governing Board approve/ratify payroll vouchers 39 and 7369 in the amount of $5,071,827.45.

SUBMITTED BY: _______________  SUPERINTENDENT: _______________

ACTION BY BOARD: Motion: ______ Second: ______ Vote: ______  AGENDA ITEM: 14
DYSART UNIFIED VOUCHER

Voucher No: 39  Voucher Date: 03/19/2010  Prepared By:

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $239,439.48 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2009 to June 30, 2010 (period cannot overlap fiscal year end.)

I certify by my original signature below that this claim is just and correct, that teachers, substitute teachers and administrators whose salaries are claimed herein are legally certified during the fiscal year covering this pay period and that the services herein represented have been received and that the claim: ___ was approved at a public meeting of the governing board on __________ (A.R.S. 15-304), or __________ was approved at the next regular or special meeting of the governing board on __________ in accordance with the procedures of A.R.S. 15-321 All items are properly coded and not in excess of the budget. Itemized invoices accompany these vouchers. All employees and officials have on file an oath in compliance with ARS 38-231.

JENNIFER TANNER  PRESIDENT

APRIL ALLEN  CLERK

WILLIAM B LIPSCOMB  MEMBER

CHRISTINE PRITCHARD  MEMBER

BONNIE SCHROADER  MEMBER

DYSART UNIFIED

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$239,439.48
DYSART UNIFIED VOUCHER

Voucher No: 7369  Voucher Date: 03/15/2010  Prepared By:

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $4,832,387.97 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2009 to June 30, 2010 (period cannot overlap fiscal year end.)

I certify by my original signature below that this claim is just and correct, and the services and/or materials herein represented have been received and that the claim: ___ was approved at a public meeting of the governing board on __________ (A.R.S. 15-304), or ___ will be ratified at the next regular or special meeting of the governing board on __________ in accordance with the procedures of A.R.S. 15-321 All items are properly coded and not in excess of the budget. Itemized invoices accompany these vouchers. All employees and officials have on file an oath in compliance with ARS 38-231.

__________________________
JENNIFER TANNER  PRESIDENT

__________________________
APRIL ALLEN  CLERK

__________________________
WILLIAM B LIPSCOMB  MEMBER

__________________________
CHRISTINE PRITCHARD  MEMBER

__________________________
BONNIE SCHROADER  MEMBER

DYSART UNIFIED

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$4,832,387.97
AGOERING BOARD ITEM

AGENDA ITEM: Discussion Regarding Proposed Political Agenda Items to be Submitted to the Arizona School Boards Association and Selection of a Delegate and Alternate to Represent the Governing Board at the ASBA Delegate Assembly

Action/Consent _______ Action/Discussion X Information/Discussion _______ Supporting Data X

Policy Reference: BBA Cost: N/A Funding Source: N/A

EXECUTIVE SUMMARY:

The ASBA Delegate Assembly determines the positions of the Arizona School Boards Association (ASBA) for the future Special Sessions of the current legislature and for the First Regular Session of the Fiftieth Legislature. This Governing Board has the opportunity to help craft the ASBA’s advocacy stances with the submission of items for the ASBA Political Agenda.

At this time, the Board will review and discuss proposed items to be submitted to the ASBA to be included as part of the proposed ASBA 2011 Political Agenda. In addition, the Board will take action to select a delegate and alternate to represent the District at the Delegate Assembly on June 26, 2010.

BOARD ACTION REQUESTED:

It is recommended the Governing Board:

Approve submission of proposed action items for the ASBA 2010 Political Agenda as follows:

a. __________________________ b. __________________________ and name __________________________ as the delegate and __________________________ as the alternate to attend the ASBA Delegate Assembly on Saturday, June 26, 2010.

SUBMITTED BY: __________________________ SUPERINTENDENT: __________________________

ACTION BY BOARD: Motion: _______ Second: _______ Vote: _______ AGENDA ITEM: _______
"Exceeding standards, future ready"

GOVERNING BOARD ITEM

AGENDA ITEM: Recommendation to Approve the Employee Benefit Renewal Plans, Structure and Rates for 2010-2011 School Year

Action/Consent _______ Action/Discussion X _______ Information _______ Supporting Data X _______

Policy Reference: BBA Cost: _______________ Funding Source: ______________________

EXECUTIVE SUMMARY:

Supporting Premises:

The Employee Benefit Renewal Plans, Structure and Rates for the 2010-2011 school year is provided showing the rate increase from our benefit providers as well as the addition of a new health insurance option for our employees. Mark Bagnall, our consultant, is available to answer questions.

BOARD ACTION REQUESTED:

It is recommended that the Governing Board of Dysart Unified School approve the Employee Benefit Renewal Plans, Structure and Rates for 2010-2011 School Year.

SUBMITTED BY: _______________________________ SUPERINTENDENT: _______________________________

ACTION BY BOARD: Motion: _______ Second: _______ Vote: _______ AGENDA ITEM: 16
Governing Board Meeting

April 7, 2010
All Renewals are flat (no increase) with the following exceptions:

- **PPO Dental (Total Dental) Request is +2%**
  - Current Dental Trend is 6.6%

- **Medical (BlueCross BlueShield) Request is +12%**
  (including Mental Health Parity Mandated Benefits)
  - Current Medical Trend is 12.1%
  - Based on current BlueCross formula, renewal would have been +19.3%
    (last year negotiations included guaranteed renewal formula factors saving 7.3%)
District Contribution Information

- The district will contribute 100% of the cost of the basic group term life and AD&D insurance.

- The district will contribute $4,592.49 (annually) toward the cost of medical insurance. This amount includes an annual contribution of $942.45 into a Health Savings Account (HSA) account for those enrolling into the Consumer Driven Health Plan (CDHP).

- The district will contribute $113.52 (annually) toward the cost of dental insurance.
Medical Programs

- The 3 current medical plans will be renewed with no plan changes
- A CDHP will be added as the 4th plan option
- An HSA will be added for those enrolling into the CDHP
- All medical plans will be self funded with BlueCross BlueShield of Arizona acting as the claim administrator. BlueCross will reinsure the medical program and provide aggregate and specific stop loss reinsurance
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| In Network | In Network | In Network | Out of Network |
| Deductible | Deductible | Deductible | Deductible |
| $500 (Individual) | $0 (Individual) | $0 (Individual) | Unlimited |
| $1,000 (Family) | $0 (Family) | $0 (Family) | Unlimited |
| 0% | 0% | 0% | Unlimited |
| Calendar Year Deductible | Calendar Year Deductible | Calendar Year Deductible | Calendar Year Deductible |
| $2,500 (Individual) | $1,500 (Individual) | $3,000 if enrolled as employee only | $3,000 if enrolled and covering any dependents |
| 20% | 20% | 20% | 20% |
| Calendar Year (Includes Deductible) | Calendar Year (Includes Deductible) | Calendar Year (Includes Deductible) | Calendar Year (Includes Deductible) |
| $5,000 (Family) | $3,000 (Family) | $5,000 if enrolled as employee only | $6,000 if enrolled and covering any dependents |
| 0% | 0% | 0% | 0% |

Note: Benefits listed are for the United Benefit Advisors Member Firm.
## Medical Plan Options

<table>
<thead>
<tr>
<th>Carrier / Plan</th>
<th>Base Plan</th>
<th>Middle Plan</th>
<th>High Plan</th>
<th>New Plan Option!!!!</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>BCBS Blue HMO $500</td>
<td>BCBS Select HMO $0</td>
<td>BCBS BluePreferred PPO $0</td>
<td>BCBS BluePreferred Saver HSA $1,500</td>
</tr>
<tr>
<td><strong>Hospital Services</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inpatient Hospital</td>
<td>20% after Deductible</td>
<td>$250 copay, then 20% after Deductible</td>
<td>$250 copay per admission</td>
<td>40% after Deductible</td>
</tr>
<tr>
<td>Outpatient Hospital</td>
<td>20% after Deductible</td>
<td>$125 copay per visit then 20% after Deductible</td>
<td>$125 copay per visit</td>
<td>40% after Deductible</td>
</tr>
<tr>
<td>Emergency Room</td>
<td>$100 copay then 20% after Deductible</td>
<td>$100 copay</td>
<td>$100</td>
<td>$150 fee per person per day, then 80% after Deductible</td>
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<tr>
<td>Urgent Care</td>
<td>$50 copay</td>
<td>$50 copay</td>
<td>$50</td>
<td>40% after Deductible</td>
</tr>
<tr>
<td><strong>Routine Services</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preventive Care</td>
<td>$20/$40</td>
<td>$20/$40</td>
<td>$20/$40</td>
<td>40% after Deductible</td>
</tr>
<tr>
<td>Office Visit</td>
<td>$20</td>
<td>$20</td>
<td>$20</td>
<td>40% after Deductible</td>
</tr>
<tr>
<td>Specialist Visit</td>
<td>$40</td>
<td>$40</td>
<td>$40</td>
<td>40% after Deductible</td>
</tr>
<tr>
<td>Carrier / Plan</td>
<td>Base Plan</td>
<td>Middle Plan</td>
<td>High Plan</td>
<td>New Plan Option !!!</td>
</tr>
<tr>
<td>-------------------------</td>
<td>-----------</td>
<td>-------------</td>
<td>-----------------</td>
<td>---------------------</td>
</tr>
<tr>
<td></td>
<td>BCBS Blue HMO $500</td>
<td>BCBS Select HMO $0</td>
<td>BCBS BluePreferred PPO $0</td>
<td>BCBS BluePreferred Saver Saver HSA $1,500</td>
</tr>
<tr>
<td>Deductible</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>Yes - Plan Deductible</td>
</tr>
<tr>
<td>Generic / Level 1</td>
<td>$10</td>
<td>$10</td>
<td>$10</td>
<td></td>
</tr>
<tr>
<td>Preferred Brand / Level 2</td>
<td>$20</td>
<td>$30</td>
<td>$30</td>
<td>Copay + difference between IN contracted rate and billed rate</td>
</tr>
<tr>
<td>Level 3</td>
<td>$40</td>
<td>$45</td>
<td>$45</td>
<td>20% after Deductible</td>
</tr>
<tr>
<td>Mail Order (90 day supply)</td>
<td>2.5x Copay</td>
<td>2.5x Copay</td>
<td>2.5x Copay</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Shared Wisdom. Powerful Results.
Important Features of the Self Funded Plan

- $300,000 Specific Stop Loss
- Aggregate Stop Loss equal to 110% of expected claims
- Maximum 5% increase on administration cost for 2011 renewal
- Minimum monthly attachment point of $914, 213
- BlueCross retains all Rx rebates but has credited fixed cost $5 Per Employee Per Month
- BlueCross will provide a network savings guarantee for the plan year beginning 7/1/10
Other Renewal Items

- The Dysart Unified School District No. 89 Employee Benefits Trust will be established and all contracts for employee benefits will be issued in the name of the trust.

- A Board of Trustees will be appointed by the governing board.

- A second Flexible Spending Account (FSA) will be added and titled a "limited purpose" FSA for those in the CDHP plan.

- BlueCross will provide a $1.75 per employee per month rate credit to fund the Employee Assistance Program.
AGENDA ITEM: Approve Employee Benefits Trust Document

EXECUTIVE SUMMARY:

The Employee Benefits Trust Document will establish a five member trust board which will be responsible for administration of all employee benefits. This document will establish the Trust board and define the relationship between the Trust board and the Governing Board.

Highlights of the document included:
1. The Governing Board has the authority to fund the Trust.
2. The Governing Board has the authority to terminate the Trust at any time.
3. The Governing Board has final authority over the structure of all employee benefits.

BOARD ACTION REQUESTED:

It is recommended that the Governing Board approve the Employee Benefits Trust Document.
Dysart Unified School District No. 89
Employee Benefits Trust

Agreement and Declaration of Trust
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This agreement is entered into by the Governing Board of the Dysart Unified School District Number 89 and _____, _____, _____, _____, and _____ ("the Trustees").

Recitals

The Governing Board is authorized pursuant to A.R.S. §§ 15-382 to provide a health and welfare program for its personnel. The District and employees will contribute money for the funding of that health and welfare program to a trust fund to be held for the benefit of the employees and their eligible dependents. The Governing Board wants the Trustees to have specified powers and responsibilities with regard to the handling of the trust fund. The Trustees are willing to accept those responsibilities and exercise those powers.

Part One: Definitions

The following definitions shall apply to this Agreement.

1.1 "Governing Board" shall mean the Governing Board of Dysart Unified School District Number 89.

1.2 "Employee Benefits Program" shall mean the District’s program of health and welfare benefits, including eligibility and participation requirements, procedures for claims, procedures for appeals and other processes and procedures necessary to
administer the program.

Part Two: Creation of the Trust

2.1 A trust is hereby created. It shall be known as the Dysart Unified School District No. 89 Employee Benefits Trust.

2.2 The purpose of the Trust is to receive contributions and provide for payment from the Trust funds for various benefits and administrative services associated with the District's health and welfare Employee Benefit Program.

2.3 The beneficiaries of this Trust shall be the District employees who are eligible for benefits provided by the Employee Benefit Program, and those employees' eligible dependents.

2.4 The Trustees accept the Trust and Trusteeship. They agree to receive and hold Trust assets only for the uses and purposes set forth in this Agreement.

2.5 This Trust shall have an indefinite duration.
Part Three: The Trustees' Powers and Duties

Receiving Contributions

3.1 The Trustees shall receive any District and employee contributions paid to the Trust. All contributions received, together with any income and interest from those contributions, shall be held and administered by the Trustees pursuant to the terms of this Trust Agreement. The Trustees shall not be responsible for the calculation or collection of any contribution under the Employee Benefit Program.

Providing Benefits and Determining Coverage

3.2 The Trustees shall have the power to provide benefits by means of self-funding programs.

3.3 The Trustees shall also have the power to procure insurance agreements, including group insurance contracts, which may be issued to and in the name of the Trust. The Trustees may enter into such other forms of contracts issued by qualified insurance companies as the Trustees may deem appropriate for providing the benefits identified in the Employee Benefit Program Document.

3.4 The Trustees shall establish the terms and conditions of coverage, including exclusions of coverage. The Trustees may interpret and apply all provisions of the Employee Benefit Program for purposes of Employee Benefit Program administration.
General Powers of the Trustees

3.5 The Trustees may do whatever they need to do to administer the Trust, to the extent permitted by law. Without limiting that grant of power, the Trustees shall be expressly entitled to exercise the powers enumerated hereafter.

3.6 The Trustees may settle, compromise, or submit to arbitration any claims against the Trust Fund. They may commence or defend suits or legal or administrative proceedings and represent the Trust Fund in all suits and legal and administrative proceedings.

3.7 The Trustees may employ or hire such agents, attorneys, auditors, accountants, actuaries, private consultants, advisors, employees or other persons as they may deem necessary or desirable. The compensation of any such persons shall be paid from the Trust Fund. If the Trustees so choose, benefit payment determinations and other aspects of Trust administration may be handled by a third party administrator appointed by the Trustees. Any risk management consultant or insurance administrator that is retained must have an appropriate license and the license shall be verified before the individual is retained.

3.8 The Trustees may incur expenses for supplies, rental of space, or other items or anything else believed to be necessary or desirable in administering the Fund and carrying out the objectives and purposes of the Trust and Trust Agreement. The Trustees may pay any and all taxes the Trust may be obligated to pay.
3.9 The Trustees shall have the power to adopt rules and regulations for the administration of the Fund and the Trust. Those rules and regulations shall be consistent with this Trust Agreement. Any such rules and regulations shall be binding on all District personnel dealing with the Trust and on all persons claiming any benefits.

3.10 To the extent that Trust assets not needed for current benefit payments, the Trustees may invest those assets in such investments as the Trustees deem reasonably secure and reasonably liquid.

3.11 The Trustees shall exercise their investment discretion so as to provide sufficient cash assets in the Trust to meet the liquidity requirements for payments of benefits, claims, defense costs and other expenses.

**The Trustees' Duties**

3.12 Each Trustee shall each provide the District with a bond as required by A.R.S. § 15-382, to guarantee the faithful performance of his or her duties. The required bonds shall be obtained from a reputable fidelity or surety company or companies. The Trust shall bear the reasonable expense of obtaining such bonds.

3.13 The Trustees shall discharge their responsibilities with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent individual acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. The Trustees shall abide by the provisions of this Trust Agreement and the provisions of A.R.S. 15-382. The Trustees shall also abide by any applicable District policies.
3.14 The Trustees shall maintain adequate and proper records to permit an annual audit of the Trust.

Meetings of the Trustees

3.15 The Trustees shall hold regular meetings at least once each quarter.

3.16 The Trustees shall elect a Chairperson once a year. The Trustees shall determine the time and place of the regular meeting. Special meetings of the Trustees may be called by the Chairperson or by a majority of the Trustees.

3.17 At least three days' written notice shall be given to the Trustees designating the time and place of the annual or regular meeting. At least twenty-four hours' notice shall be given the Trustees for any special meeting.

3.18 A majority of Trustees shall constitute a quorum. All decisions shall be made by majority vote.

3.19 The Trustees' meetings are subject to the requirements of the Arizona Open Meeting Law. The Trustees shall abide by those requirements.

Fees and Expenses

3.20 The Trustees shall not be paid for their services as Trustees. The Trustees may be reimbursed by the Trust for reasonable and necessary expenses incurred in the performance of their duties if such reimbursement is approved by a majority of the Trustees.
Indemnification

3.21 The Governing Board agrees, to the extent permitted by law, to indemnify and hold the Trustees harmless from and against any liability that the Trustees may incur in the course and scope of performing their duties; provided, however, that Trustees shall have no right to indemnification for willful breaches of the provisions of this Trust Agreement or for acts taken in bad faith.

Part Four: The Governing Board’s Powers and Duties

4.1 The Governing Board shall have the power to decide what employee benefit programs are to be provided.

4.2 The Governing Board shall determine the Funding Policy, i.e., the total District and/or employee contributions that shall be made available to provide the benefits of the Employee Benefit Program and to pay for Trust expenses.

4.3 Subject to such contractual obligations to pay benefits as the District may have incurred, the Governing Board may amend the Funding Policy as it deems necessary, in its sole discretion, at any time and without notice.

4.4 The Governing Board shall approve the Employee Benefit Program Document recommended by the Trustees or, if need be, modify the proposed Employee Benefit Program Document. Subject to such contractual obligations to pay benefits as the District may have incurred, the Governing Board may amend the Employee Benefit
Program Document as it deems necessary and in its sole discretion. 4.5 The Governing Board shall provide for the annual audit of the Trust pursuant to A.R.S. § 15-382. A copy of the report will be kept on file in the district office for a period of not less than five years.

4.6 The Governing Board may require stop-loss reinsurance and/or aggregate stop-loss reinsurance in such amounts as may be determined by the Governing Board.

4.7 The Governing Board may provide employee benefits directly, and without involving the Trust, to the extent permitted by law.

4.8 The Governing Board shall have all other powers conferred on it by law.

Part Five: The Interaction of the Governing Board and the Trustees

5.1 As soon as possible during each fiscal year, but no later than March 30, the Trustees shall submit to the Governing Board a proposed Employee Benefit Program for the following fiscal year, as well as a calculation of the cost of implementing the proposed Employee Benefit Program. If the Trustees fail to submit a proposed Employee Benefit Program in a timely manner, the Governing Board may proceed to adopt such a program for the following fiscal year without the advice of the Trustees.

5.2 The Governing Board shall review the proposed Employee Benefit Program to determine whether the proposed Employee Benefit Program is feasible and desirable in light of employee needs and available resources. If the proposed Employee Benefit Program is acceptable, the Governing Board shall approve and implement the proposed Employee Benefit Program.
5.3 If the proposed Employee Benefit Program is not acceptable, the Governing Board may direct the Trustees to prepare a proposed Employee Benefit Program that meets such financial and other criteria as the Governing Board may prescribe.  

5.4 If the Trustees are directed by the Governing Board to prepare a revised proposal, they shall do so. Where it is appropriate to do so, the Trustees may also submit additional options to the Governing Board.  

5.5 The Trustees shall provide such assistance in generating and revising the Employee Benefit Program Document as the Governing Board may request.  

Part Six: The Terms of Trustees’ Appointments  

6.1 At least five Trustees shall be appointed. One Trustee must be the Executive Director or Assistant Superintendent of Business Services. If a member of the Governing Board or a District employee is acting as a Trustee, no more than one Trustee may be a member of the Governing Board and no more than one Trustee may be an employee of the District.  

6.2 Each Trustee shall be appointed by the Governing Board for a three-year term. Those Trustees who are serving when this Agreement is adopted shall continue to serve until their terms would have expired under the preceding agreement.  

6.3 Trustees serve at the pleasure of the Governing Board. They may be removed by the Governing Board at any time, with or without cause. The removal shall become immediately effective upon written notification by the Governing Board to the
6.4 A Trustee may resign at any time by giving thirty (30) days' notice in writing to the Governing Board. The Governing Board may waive the requirement of thirty days' notice.

6.5 Upon the resignation of a Trustee, the expiration of a Trustee's term or the removal of a Trustee, the Governing Board shall appoint a successor trustee.

Part Seven: Amendment of the Trust Agreement and Termination of the Trust

7.1 The Governing Board may amend any or all of the provisions of this Trust Agreement at any time, to such extent as it deems necessary or advisable and in its sole discretion.

7.2 The Trust may be terminated at any time by the Governing Board at its sole discretion. If that should occur, the Trustees shall continue as Trustees for the purpose of winding up the affairs of the Trust. Upon termination of the Trust, after all claims and expenses are paid, any balance remaining shall be disposed of as provided by law or, if no specific provision is made in law, at the discretion of the Governing Board. At such time as the Trust is terminated, the Trustees shall render a final accounting of the affairs of the Trust. Thereafter, there shall be no claim or action against the Trustees; the Trustees shall have no further responsibility or duties and shall be discharged.

7.3 All Trust assets remaining at final termination shall be returned to the District.
Part Eight: Miscellaneous Provisions

8.1 The District shall not be liable in any way or in any manner for any benefits, expenses or other payments beyond those monies which have been contributed to this Trust.

8.2 Prior to time any Beneficiary is paid benefits, all assets of the Trust shall be owned by the Trust. Those assets shall not be liable in any way for any debt or obligation of any Beneficiary. To the extent permitted by law, all Trust benefits shall be exempt from attachment, garnishment, levy of execution, bankruptcy proceedings, or other legal process; and, in any event, such assets shall be subject to such process only to the extent of such Beneficiary's interest as benefits become due and owing.

8.3 Beneficiaries will have no rights to any benefits beyond those set forth in the Employee Benefit Program Document. The Trustees and Participating Entities will have no liability for failure to fund or pay for benefits not provided for in the Employee Benefit Program Document.

8.4 Beneficiaries' rights and interests may not be transferred or assigned.

8.5 Neither the establishment of the Employee Benefit Program or the Trust or any modification thereof, nor the creation of any fund or account, nor the payment of any Benefits, shall be construed as giving to any person covered under the Employee Benefit Program or other person any legal or equitable right against the Trustees, the District, or any employee thereof, except as may otherwise be expressly provided in the Employee Benefit Program.
8.6 This Trust shall be construed, administered and enforced according to the laws of the State of Arizona. If any provision of this Trust shall be held invalid for any reason, the remaining provisions of the Trust shall remain in effect.

8.7 The headings and subheadings of this Agreement have been inserted for convenience of reference. They are to be ignored in any construction of the provisions of this Agreement.

8.8 The name of the Trust may be used to designate the Trustees collectively. All contracts and other instruments may be executed in the name of the Trust.

8.9 The District may, within three years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the District 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 a consultant to any other party of the contract with respect to the subject matter of the contract.
Trustees:

__________________________________________

Date:______________________________________

__________________________________________

Date:______________________________________

__________________________________________

Date:______________________________________

__________________________________________

Date:______________________________________

Dysart Unified School District Number 89

By:______________________________________

Its:______________________________________

Date:______________________________________
AGENDA ITEM: Recommendation to Approve the K-12 Instructional Growth Teacher Job Description for the 2010-2011 School Year

Policy Reference: GDJ Cost: Funding Source: MIPS and IIF

EXECUTIVE SUMMARY:

The State of Arizona’s decisions to eliminate funding for all day kindergarten and to reduce funding for Career Ladder have impact on district reading and instructional coaching programs. In order to provide continued support for student learning through site-based professional development which includes mentoring and coaching, a new position is being recommended. This position replaces the former Career Ladder Instructional Coach and Reading Coach. The Instructional Growth Teacher will focus on individual and group professional development that will expand and refine the understanding about research-based effective instruction. The Instructional Growth Teacher will work as a colleague with classroom teachers to provide personalized support that is based on the goals and identified needs of individual teachers.

This will provide support for instructional growth at each of the K-12 sites.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the K-12 Instructional Growth Teacher Job Description for the 2010-2011 school year.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM: 18
Dysart Unified School District #89

Job Description

TITLE: K-12 INSTRUCTIONAL GROWTH TEACHER

RESPONSIBLE TO: Professional Development Administrator and Site Administrator

JOB GOALS: Responsible to work as a colleague with teachers to support student learning. Responsible for assisting teachers in the implementation and effective delivery of scientifically based instruction and assessment practices. Responsible for providing on-going professional development, coaching, and student service support.

JOB QUALIFICATIONS:

1. Degree in elementary and/or secondary education
2. Five years experience in teaching elementary or secondary education;
3. Demonstrated knowledge of data analysis, instructional planning, and a working knowledge of the Arizona Academic Standards
4. Demonstrated knowledge and understanding of scientifically based instructional practices;
5. Experience in professional development and/or working with adult learners;
6. Experience and skill in teamwork, coaching, and mentoring;
7. Demonstrates excellent oral and written communication skills;
8. Demonstrates collaborative leadership skills

PERFORMANCE RESPONSIBILITIES:

1. Participate in professional development sponsored by the district and outside consultants;
2. Provide organized, individual and/or group learning opportunities for teachers as needed;
3. Provide professional development at the school and district level for teachers in the effective use of scientifically based instruction and a valid and reliable assessment system;
4. Provide ongoing support, coaching, and modeling to teachers in the effective use of scientifically based instruction and a valid and reliable assessment system;
5. Assist teachers in developing action plans and goals to meet the needs of individuals or groups of students;
6. Assist teachers in interpreting and analyzing assessment data to drive instruction;
7. Provide direct instruction for students based on state and district data
8. Develop programs and events that encourage parental involvement, volunteers, and school-wide learning;
9. Work collaboratively with and coordinate effort with district administration, building administration, and outside consultants to promote student success;
10. Assist Educational Services department in developing, implementing, and maintaining a district program of induction and support for new teachers;

Governing Board Approved: _______________
11. Provide ongoing support for new and experienced teachers in classroom management and instructional strategies;
12. Provide new and experienced teachers meaningful and specific feedback to improve instruction;
13. Maintain coach and student service documentation for program evaluation;
14. Monitor intervention programs by observing and meeting with teachers;
15. Provide assistance in researching instructional and/or curriculum issues;
16. Work positively toward meeting identified district and building improvement goals;
17. Assist with development of district curriculum, instruction and assessments;
18. Develop and maintain a confidential, collegial relationship with teachers;
19. Other duties as assigned.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed above are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, employee is frequently required to sit, talk, or hear. The employee occasionally will stand and walk. The employee is occasionally required to reach with hand and arms. Employee will frequently interact with the public and other staff members. Specific vision abilities required by this job include close vision.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of duties performed for this position. Additional duties are performed for this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned.

POSITION LEVEL
CERTIFIED

CONTRACT LENGTH
Teacher Contract + 15 Addenda Days

FTE
1.0

SALARY RANGE
Salary Commensurate with Education and Experience

Governing Board Approved: _____________
DYSART UNIFIED SCHOOL DISTRICT #89

JOBS DESCRIPTION

TITLE: INSTRUCTIONAL COACHES

RESPONSIBLE TO: Career Ladder Coordinator

JOB GOAL: To provide instructional support to the teachers of the Dysart Unified School District to advance teaching skills and to promote student learning.

JOB QUALIFICATIONS:

1. Valid Arizona teaching certificate.
2. Master's degree or equivalent.
3. Preference given to DCLP extension level teachers.
4. Minimum of 7 years teaching experience.
5. Recommendation from evaluator and two colleagues.
6. Experience in providing teacher training.
7. Demonstrates effective oral and written communication skills.
8. Demonstrates effective interpersonal skills.

PERFORMANCE RESPONSIBILITIES:

1. Support teachers in developing their ability to reflect upon their practice to improve instruction.
2. Observe new teachers and provide them with meaningful and specific feedback to improve instruction.
3. Assist Career Ladder teachers in goal setting, instructional strategies and assessment development.
4. Assist Educational Services department and local schools in developing and implementing meaningful professional development to promote student learning.
5. Assist Educational Services department in developing, implementing, and maintaining a district program of induction and support for new teachers.
6. Conduct professional development sessions at the district and school level.
7. Participate in on-going instructional coach training.
8. Maintain logs and support data as necessary.
9. Maintain a high level of ethical behavior and confidentiality.

Physical demands: The physical demands described here are representatives of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, employee is frequently required to sit, talk, or hear. The employee occasionally will stand and walk. The employee is occasionally required to reach with hand and arms. Employee will frequently interact with the public and other staff members. Specific vision abilities required by this job include close vision.

5/26/04
REVISED 3/28/07
WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individual currently holding this position and additional duties may be assigned.

SALARY LEVEL

AS APPROVED

Teacher Contract + 15 Addenda Days

FTE

1.0

5/26/04
REVISED 3/28/07
Dysart Unified School District #89

Job Description

TITLE: READING COACH

RESPONSIBLE TO: School Administrators/Literacy Coordinator

JOB GOALS: Responsible for assisting teachers in the implementation and effective delivery of scientifically based reading instruction. Responsible for providing on-going professional development and coaching support.

JOB QUALIFICATIONS:
1. Degree in early childhood/elementary education and/or advanced degrees in reading;
2. State Reading Specialist Endorsement K-12 preferred;
3. Three to five years experience in teaching reading and writing at the primary level;
4. Demonstrated experience working with children having difficulty learning to read;
5. Demonstrated knowledge and understanding of scientifically based reading research;
6. Experience in professional development and/or working with adult learners;
7. Experience and skill in teamwork, coaching, and mentoring;
8. Demonstrates excellent oral and written communication skills;
9. Demonstrates collaborative leadership skills.

PERFORMANCE RESPONSIBILITIES:
1. Participate in professional development sponsored by the district and outside consultants.
2. Provide expertise and support to teachers in scientifically based reading research and its implications for classroom instruction as needed;
3. Provide professional development to teachers in the effective use of scientifically based reading instruction and a valid and reliable assessment system;
4. Provide ongoing support, coaching, and modeling to teachers in the effective use of scientifically based reading instruction and a valid and reliable assessment system;
5. Work collaboratively with building principal and district literacy coordinator.
6. Assist teachers in developing action plans and goals to meet the needs of individuals or groups of students;
7. Assist teachers in interpreting assessment data to drive reading instruction;
8. Assist teachers in implementing core reading programs, supplemental programs, and intervention programs;
9. Develop programs and events that encourage parental involvement, reading volunteers, and school-wide literacy;
10. Work collaboratively with and coordinate effort with district administration, building administration, special education staff, and instructional coaches to promote student success;
11. Other duties as assigned.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed above are representative of the knowledge, skill and/or ability required.

Governing Board Approved: ____________
Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**PHYSICAL DEMANDS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, employee is frequently required to sit, talk, or hear. The employee occasionally will stand and walk. The employee is occasionally required to reach with hand and arms. Employee will frequently interact with the public and other staff members. Specific vision abilities required by this job include close vision.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of duties performed for this position. Additional duties are performed for this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned.

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<th>POSITION LEVEL</th>
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Governning Board Approved: _______________
AGENDA ITEM: Revision of Governing Board Policy GCQA - Professional Staff Reduction in Force - Second Reading

EXECUTIVE SUMMARY:

Pursuant to Policy Advisory 357, the Arizona School Boards Association recommends revision of Governing Board Policy GCQA to be in compliance with state law. Reduction in force, if necessary, during the 2010-2011 school year will be guided by this policy revision.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve revision to Governing Board Policy GCQA - Professional Staff Reduction in Force - Second Reading.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _______ Second: _______ Vote: _______ AGENDA ITEM: _______
PROFESSIONAL STAFF
REDUCTION IN FORCE

The number and type of professional staff positions required to implement the District's educational program will be determined by the Board on or before March 15 after recommendation from the Superintendent. In the event the Board decides to release professional certificated staff members, the following guidelines will be in effect:

- Normal attrition due to teacher separations from employment will be relied upon as the first means of reducing the staff.

- If attrition does not accomplish the required reduction in the staff, the Superintendent shall submit to the Board recommendations for the termination of specific staff members. The criteria used in formulating these recommendations shall include, but shall not be limited to:
  
  ▪ Teaching experience, qualifications, certifications and endorsements of staff members needed to accomplish the District's education program.

  ▪ Teacher effectiveness as indicated in certified evaluations and student achievement.

  ▪ Service and leadership that contribute to the education program of the district.

Teacher tenure and seniority shall not be considerations in retention determinations.

- The District shall use the District-wide seniority list.

- The areas/grade levels where reductions are to occur will be identified.

- The qualifications of affected personnel (beyond necessary state required certification) will be determined for positions in the District. For the purpose of a reduction in force, a person will be considered qualified if that person:
  
  ▲ has a major or minor in the area to be preserved; or

  ▲ has taught in the area or discipline to be preserved; or

  ▲ meets North Central Association requirements for the area of discipline to be preserved; or
meets minimum State requirements for teaching grades kindergarten (K) through eight (8).

Criteria for selection of staff members to be released will be applied separately to teachers within specialty categories.

Nonecontinuing teachers will be released before continuing teachers who are legally qualified to hold positions currently held by noncontinuing teachers. Recall provisions will be as specified in Arizona law.

Personnel to be laid off for the ensuing school year released shall be notified of such layoff as soon as practical.

Reemployment
Reemployment rights under this policy are limited to three (3) calendar years from the time of termination of services. Callback offers will be made starting with the most senior qualified staff member on the list of teachers laid off and continue in order of seniority. Staff members on the call back list may refuse three (3) positions before being placed on the bottom of the call back list. Personnel will be maintained on the call back list for three (3) years from the date of layoff.

If the employee is rehired within three (3) years from the time of termination of services there shall be no break in service but the time during which the employee was not in paid status will not be counted for purposes of determining seniority.

Temporary employees shall not have access to the reduction in force reemployment procedure.

Seniority will begin from date of hire by formal action of the Board. Its accumulation is limited to service as a teacher under contract within the District.

Adopted: date of manual adoption

LEGAL REF.: A.R.S. 15-502
15-503
15-544
A.G.O. 178-286

CROSS REF.: GCB - Professional Staff Contracts and Compensation
AGENDA ITEM:  Revision of Governing Board Policy DJE Bidding / Purchasing Procedures - Second Reading

Action/Consent:  
Action/Discussion: X 
Information/Discussion:  
Supporting Data: X 
Policy Reference: BGC  
Cost: N/A  
Funding Source: N/A

EXECUTIVE SUMMARY:

The Arizona School Boards Association recommends revision of Governing Board Policy DJE - Bidding / Purchasing Procedures to be in compliance with changes in federal and state law.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve revision of Governing Board Policy DJE Bidding / Purchasing Procedures - Second Reading.

SUBMITTED BY:  
SUPERINTENDENT:  

ACTION BY BOARD:  Motion:  
Second:  
Vote:  
AGENDA ITEM:  20
BIDDING / PURCHASING PROCEDURES

(Competitive Solicitation)

The Superintendent shall be responsible for all purchasing, contracting, competitive solicitations, and receiving and processing of all solicitation protests, in accordance with the Arizona school district procurement rules, including A.A.C. R7-2-1141 et seq. Purchasing authority is hereby delegated to the Superintendent or the Executive Director for Business Services for the purchases up to thirty thousand dollars ($30,000.00) or the annual revision of the amount calculated by the State Board of Education and made applicable for the year in which the transaction will occur, and for purchases made through any eligible cooperative contract when appropriate due diligence is performed by the District. A contract shall not be awarded to an entity that does not verify employment eligibility of each employee through the E-verify program in compliance with A.R.S. 23-214 subsection A. Each contract shall contain the warranties required by A.R.S. 41-4401 relative to the E-verify requirements.

Purchases Not Requiring Sealed Formal Offers

Purchases of five thousand dollars ($5,000) or less may be made at the discretion of the Superintendent or the Executive Director for Business Services.

Verbal price quotations will be requested from at least three (3) vendors for a transaction in excess of five thousand dollars ($5,000) but less than fifteen thousand dollars ($15,000). The price quotations should be shown on, or attached to, the related requisition form. If three (3) verbal quotations cannot be obtained, documentation showing the vendors contacted that did not offer price quotations, or explaining why price quotations were not obtained, shall be maintained on file in the District office.

Written price quotations will be requested from at least three (3) vendors for transactions of at least fifteen thousand dollars ($15,000) but not more than the amount established by the State Board of Education for requiring sealed formal offers for procurement of construction, materials, or services. If three (3) written price quotations cannot be obtained, documentation showing the vendors contacted that did not offer written price quotations, or explaining why written price quotations were not obtained, shall be maintained on file in the District office.
Purchases Requiring Sealed Formal Offers

Sealed offers will be requested for transactions to purchase construction, materials, or services costing more than thirty thousand dollars ($30,000), or the annual revision of the amount calculated by the State Board of Education and made applicable for the year in which the transaction will occur. All transactions must comply with the requirements of the Arizona Administrative Code and the Uniform System of Financial Records.

Further—Delegations

The Superintendent or Executive Director for Business Services may sign procurement agreements on behalf of the District when the agreements fall within the limits of their purchasing authority or the annual revision of the amount calculated by the State Board of Education and made applicable for the year in which the transaction will occur, and when those agreements comply with applicable rules, regulations, statutes, and policies. This authority may be further delegated by the Superintendent or Executive Director for Business Services.

The Superintendent or Executive Director for Business Services is delegated authority to issue all written determinations as required by the Arizona Department of Education School District Procurement Rules prior to issuing solicitations for multi-seek formal competitive sealed offers, multi-term contracts, or nonconstruction contracts requiring formal competitive offers or contract security. This authority may be further delegated by the Superintendent or Executive Director for Business Services.

The Superintendent or purchasing administrator shall serve as the District representative for protests and claims on solicitations and contracts.

Purchase—Orders

A properly executed purchase order shall be issued for the acquisition of goods, personal services, and construction. Purchase orders may be signed only by authorized staff as delegated, in writing, by the Superintendent or Executive Director for Business Services.

All delegations authorized herein remain in effect until rescinded by Governing Board policy.
Required Scrutinized Business Operations Clause

All contracts for District purchase of goods or services shall include a clause requiring the Offeror to certify that they do not have any scrutinized business services in Sudan nor in Iran.

The District shall verify that the Offeror does not appear on the most recent list prepared by the Arizona Central Procurement Office. If the District suspects that the Offeror has submitted a false certification, the District shall notify the Arizona Central Procurement Office.

Registered Sex Offender Prohibition

All purchase orders, agreements to purchase, and contracts for services to be provided by personnel other than District employees must include the following statement on the document:

Registered Sex Offender Restriction. Pursuant to this order, the named vendor agrees by acceptance of this order that no employee of the vendor or a subcontractor of the vendor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District’s discretion.

Adopted: June 11, 2008

LEGAL REF.: A.R.S. 15-213
             23-214
             35-391
             38-511
             41-2632
             41-4401
             A.G.O. I83-136
             A.A.C. R7-2-1001 et seq.
             U.S.F.R. VI-G-8 et seq.

CROSS REF.: DJG - Vendor/Contractor Relations
            JLIF - Sex Offender Notification
BIDDING / PURCHASING PROCEDURES

(Sealed Offers)

All District purchases shall be in accordance with the Arizona school district procurement rules and with Governing Board policies.

Purchasing will be done in accordance with sound business practices and purchasing ethics, and in compliance with state laws and regulations. Procedures shall be developed to give operational guidance in such areas as standards, specifications, bidding solicitations and others, as applicable.

The procurement function is the responsibility of the Superintendent, who delegates operational control through the Executive Director of Business Services. The Executive Director of Business Services has functional responsibility over all purchasing activities.

It shall be the responsibility of all levels of administration to allow sufficient time to adhere to District policy when planning their purchasing requirements.

Quality standards shall be established by the Board upon recommendations by the administration. Input shall be obtained from affected areas concerning definition of need and quality level of materials, equipment, and services.

These procedures apply to the expenditures of all District funds except that Student Activity Funds (as defined in A.R.S. 15-1121) are exempt from these requirements if no District funds are involved.

Sealed Offer Methods

Sealed offers will be requested when an award is to be made for a transaction to purchase construction, materials, or services costing more than thirty thousand dollars ($30,000), or any revision of the amount calculated by the State Board of Education and made applicable for the year in which the transaction will occur. The Superintendent or the Executive Director of Business Services must review the expenditure and make a recommendation to the Board for final action. The Board reserves the right to waive any informalities in, or reject, any or all offers or any part of any offer. Any offer may be withdrawn prior to the scheduled time for the opening of offers.

The offeror to whom the award is made may be required to enter into a written contract with the District.

Pursuant to the procurement code, contracts can be let for a period not to
exceed five (5) years.

Ratification of Sealed Offers

During any period where the Board is not scheduled for a regular meeting (twice a month), the Superintendent or Executive Director of Business Services is authorized to proceed with thirty thousand dollars ($30,000) and higher sealed offer acceptance for contracts that exceed the amount calculated by the State Board of Education and made applicable for the year in which the transaction will occur for. All such actions will be given to the Board for ratification at their next regularly scheduled meeting.

Board Action Required

Calls for Sealed Offers:

- Any individual or combination of items expected to cost in excess of sixty thousand dollars ($60,000) the amount calculated by the State Board of Education and made applicable for the year in which the transaction will occur.

Awards of Sealed Offers:

- All individual purchases of equipment, supplies, contractual and professional services, insurance, etc., exceeding thirty thousand dollars ($30,000) or the annual revision of the amount calculated by the State Board of Education and made applicable for the year in which the transaction will occur.

- All construction activities in excess of thirty thousand dollars ($30,000) or the annual revision of the amount calculated by the State Board of Education and made applicable for the year in which the transaction will occur.

Contract Designee

In District contracts the "District designee" or "owner" shall be considered to mean Superintendent in lieu of any other documentation to the contrary.

Definitions

Construction is defined as physical changes to land or buildings that materially alter the previous structure or physical condition, i.e., new construction, including fixed physical additions to land such as concrete, fencing, etc., structural remodeling, major renovations that are not merely maintenance in nature, and major demolitions. All such construction shall be identified, and the estimated aggregate total cost of goods and services for the project shall be made before undertaking the project. This estimated total cost shall determine which of the quoting/sealed offer methods as outlined is to
be utilized.

A transaction for materials or services as used in this policy is determined by application of these three (3) conditions:

A. Items or services that are so alike in nature that they might likely or reasonably be available from a certain type of vendor are grouped together; and

B. The items or services being considered for the grouping in "A" above are to be purchased at a given point in time with no intent to split groupings in order to lower group totals and thereby avoid the sealed offer process; and

C. If the composite estimated total cost of the items grouped in "A" and "B" above exceeds the amount established by the State Board of Education for requiring sealed offers, sealed competitive offers shall be sought; if the amount is less, formal solicitations will not be required.

Notice of Competitive Sealed Offers

If the intended procurement is for construction to cost less than one hundred fifty thousand dollars ($150,000), the rules established for the simplified school construction procurement program may be followed. In all other cases, adequate public notice of the invitation for solicitation shall be given as provided in R7-2-1022 or as provided in R7-2-1024, which are outlined below, and shall indicate that any bid solicitation protest shall be filed with the District representative, who shall be named therein.

If notice is given pursuant to R7-2-1024, notice shall be issued at least fourteen (14) days before the time and date set for the sealed offer opening unless a shorter time is deemed necessary for a particular procurement as determined by the School District. The School District shall mail or otherwise furnish notice of the request for sealed offers to all prospective offerors registered with the School District for the specific materials, service or construction being solicited. If fewer than five (5) prospective offerors are included on the vendor list, the notice shall include publication in the official newspaper of the county within which the School District is located for two (2) publications which are not less than six (6) nor more than ten (10) days apart. The second publication shall not be less than two (2) weeks before the solicitation opening. The time of the publication may be altered if deemed necessary pursuant to R7-2-1024.A. If the invitation for sealed offers is for the procurement of services other than those described in R7-2-1061 through R7-2-1068 and R7-2-1117 through R7-2-1123, Specified Professional Services, notice also shall be given as provided in R7-2-1022.

The time and date at which the sealed offer is called due shall be during regular working hours at a regular place of school business or during a public meeting of the Governing Board at its regular meeting place.
Invitations for sealed offers will be sent to all vendors who have requested a copy of the solicitation or who have applied to be placed on the vendor list appropriate to the items being sought.

An Invitation for Solicitation relating to "construction projects" must describe the nature of the work to be performed and where complete plans, if necessary, may be obtained. Deposits may be required for plans and specifications in good order. A certified check, cashier's check, or surety bond for ten percent (10%) of the offer must accompany each offer, but will be returned to unsuccessful offerors. The successful offerors must present performance and payment bonds for one hundred percent (100%) of the bid within five (5) working days after notification of the award.

Each sealed offer must be submitted in a sealed package, addressed to the District, clearly marked on the outside of the envelope, "Sealed Offer for ____________." The sealed offers shall be opened publicly and read aloud at the time and place stated in the invitation. Offers shall be evaluated in accordance with the evaluation criteria specified in the solicitation. Awards shall be made with reasonable promptness. Offers that require an ancillary contract may be reviewed by the attorney for the District prior to entering into the contract.

The use of sealed offers, contracting, or purchasing specifications that are in any way proprietary to one (1) supplier, distributor, or manufacturer is prohibited unless the specification includes a statement of the reasons why no other specification is practicable, a description of the essential characteristics of the specified product and a statement specifically permitting an acceptable alternative product to be supplied.

The Board reserves the right to reject any or all offers and to accept the offer that appears to be in the best interest of the District. The Board reserves the right to waive informalities in any offer or to reject any offer, all offers, or any part of any offer. Any offer may be withdrawn prior to the scheduled time for the opening of the offers. Any offer received after the specified time and date shall not be accepted. Opening of offers shall not be delayed to accommodate late responses. Submitted offers shall be honored for at least thirty (30) days or as otherwise stated in the invitation. All information relating to an offer shall be retained and made available for public inspection after the offers are awarded, and prospective offerors shall be notified of this in the invitation or specifications relating to the invitation for sealed offer.

A "vendor file" shall be maintained, and a "vendor application" may be used for placing names in the file. Reference data will be kept relating to bad experiences with vendors, contractors, etc. If a vendor defaults on either price or performance, the Governing Board shall be notified and, if the Board permits, the offer will be offered to the next-lowest vendor who will still accept the order, as far as it is pragmatic to do so. The Board may ask that the
county attorney be notified of the initial vendor's failure in order to consider
action against that vendor. Written documentation of all such situations
noted in this paragraph shall be kept in the defaulting vendor's file.

For transactions requiring written quotations, at least three (3) shall be
obtained, and, if less than three (3) are obtained, an explanation must be
provided and approved by the Superintendent, the Executive Director for
Business Services, or the purchasing administrator. Prospective quoters
shall be given a reasonable time following the notification of the quotation
request in which to respond. All requests for written quotations shall be at
the direction of the Superintendent, the Executive Director for Business
Services, or the purchasing administrator. The details of a request for
written quotations, including names of all vendors to whom the requests were
sent, the dates of mailing, all responses, reasons for selection if other than
lowest price, etc., shall be made and retained in the District's records.

Change Orders

The Superintendent or the Executive Director for Business Services has the
authority to approve change orders which do not increase the contract amount
in excess of fifteen thousand dollars ($15,000) or five percent (5%) of the
contract amount, whichever is greater. This authority may be further
delegated by the Superintendent or Executive Director for Business Services.
All change orders that exceed these limits must have Governing Board
approval.

Delegation of Authority
to—Award—Contracts

The Superintendent or the Executive Director for Business Services are
hereby delegated authority to award individual contracts pursuant to State
Procurement Rules, R7-2-1006. This authority may be further delegated by
the Superintendent or the Executive Director for Business Services.

Individual contracts shall be limited to a maximum amount of thirty thousand
dollars ($30,000) or the annual revision of the amount calculated by the State
Board of Education and made applicable for the year in which the transaction
will occur. Exceptions to this limit are individual contracts for the following,
which can be awarded for an unlimited amount necessary to satisfy the
requirements of the District.

- Postage: United States Postal Service
- All Utilities, including Telephone, Water and Sewage, Electrical,
  Natural Gas
- All purchases made through an eligible cooperative contract where
  appropriate due diligence is performed.
This delegation of authority shall be in effect from the date of adoption until such time as the Governing Board may, in a public meeting held in conformity with A.R.S. Title 38, Article 3.1, revoke or modify the delegation.

The Superintendent or Executive Director for Business Services may sign procurement agreements on behalf of the District when the agreements fall within the limits of their purchasing authority or the annual revision of the amount calculated by the State Board of Education and made applicable for the year in which the transaction will occur, and when those agreements comply with applicable rules, regulations, statutes, and policies. This authority may be further delegated by the Superintendent or Executive Director for Business Services.

The Superintendent or Executive Director for Business Services is delegated authority to issue all written determinations as required by the Arizona Department of Education School District Procurement Rules prior to issuing solicitations for multi-seek formal competitive sealed offers, multi-term contracts, or nonconstruction contracts requiring formal competitive offers or contract security. This authority may be further delegated by the Superintendent or Executive Director for Business Services.

Emergency Purchases

An exception to the above procedures for price competition may be made in the event of an emergency involving the health, safety, or welfare of school personnel or students. In such an emergency, declared by the Superintendent or the Executive Director for Business Services, emergency purchase action may be taken without price competition, if necessary. Even under emergency conditions, price competition should be sought if it will not unacceptably delay the correction of the condition requiring emergency procedures. If emergency purchases are made without price competition, a complete written description of the circumstances should be maintained on file in the District office.

The Governing Board authorizes the Superintendent or the Executive Director for Business Services to proceed with emergency procurement above the thirty thousand dollars ($30,000) limit without competitive bidding solicitations, if and when the need occurs. The emergency procurement shall be limited to the materials, services, or construction necessary to satisfy the emergency need. The individual initiating the emergency purchase shall prepare a written statement documenting the existence of an emergency and the basis for the selection of a particular contractor. The statement shall be signed by the designated District official authorized to make emergency procurement.

The designated District official that makes the procurement shall at or before the first scheduled Board meeting following the procurement, provide the Governing Board with a report concerning the emergency procurement. The report shall include the basis of the emergency, the basis for the selection of
the contractor, and why the price was reasonable. A copy of the report shall be retained in the procurement file.

Sole-Source Procurements

A contract may be awarded for a material, service, or construction item that exceeds the amount calculated by the State Board of Education without competition if the Governing Board determines in writing that there is only one (1) source for the required material, service, or construction item. The District may require the submission of cost or pricing data in connection with an award pursuant to A.A.C. R7-2-1053. Sole-source procurement shall be avoided, except when no reasonable alternative source exists. A copy of the written evidence and determination of the basis for the sole-source procurement shall be retained in the procurement file by the District.

The District shall, to the extent practicable, negotiate with the single supplier a contract advantageous to the District.

Guidelines for Purchasing Limits

The decision to require oral quotes, written quotes, or sealed offers shall be determined by analyzing the known requirements (at a given point in time) for an item, or collection of items or services which, in the aggregate, may result in the purchase of the items or services from one (1) vendor. Requirements shall not be artificially divided or fragmented so as to circumvent the selection procedures.

All information pertaining to quote, sealed offer requirements, pricing, vendors contacted and determination for award shall be maintained in the District's procurement files.

Cooperative Purchasing Agreements

Sealed offer/quoting requirements are met if purchases or services are obtained through the Arizona State Procurement office, the Mohave Educational Services Cooperative (MESC) or any other eligible cooperative contract and appropriate due diligence is performed by the District.

Exemptions

Pursuant to A.R.S. 15-721, all printed instructional materials or digital content, or both, and related printed or nonprinted instructional materials, that are written and published, including materials that require the availability of electronic equipment in order to be used as a learning resource, approved by the Governing Board for the course of study shall be purchased from the publisher.

Resolution of Sealed
Offer  Protests

Pursuant to the Arizona Administrative Code R7-2-1141 – R7-2-1153, any interested party may protest a solicitation issued by the School District, the proposed award or the award of a School District contract. The procedures shall be in accordance with Arizona Revised Statutes (A.R.S.) and State Board of Education School District Procurement Rules.

The purchasing administrator shall serve as the District representative to resolve bid solicitation protest. Appeals from decision of the District representative may be made to the hearing officer pursuant to R7-2-1147 and R7-2-1181.
BIDDING / PURCHASING PROCEDURES

(Cancellation of Contracts)

Required Contract Content

Scrutinized Business Operations

In accordance with A.R.S. Section 35-391 & Section 35-393, each contract for the procurement of goods or services shall include a clause requiring the contractor to certify that the contractor does not have scrutinized business operations in Sudan nor scrutinized business operations in Iran (when appropriate, it will be added to the offer and acceptance certification).

Cancellation of Contracts

Within three (3) years after the execution of any contract made by the District, the District may cancel such contract if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the District 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 a consultant to any other party of the contract with respect to the subject matter of the contract.

Such cancellation by the District shall be effective when written notice from the Board is received by all other parties to the contract unless the notice specifies a later time.

In addition to the right to cancel a contract, as provided above, the District may recoup any fee or commission paid or due any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the District from any other party to the contract arising as the result of the contract.

Notice of this provision shall be included in every contract to which the District is a party. Such notice could read:

In accordance with A.R.S. 38-511, if a person significantly involved in a District contract becomes an employee, agent, or consultant to any other party of the contract with respect to the subject matter of the contract, the District may cancel the
contract within three (3) years of execution and recoup any fee or commission paid to such person.
AGENDA ITEM: Information and Discussion Regarding the Scheduling of a Special Meeting

Action/Consent ___ Action/Discussion ___ Information X Supporting Data X

Policy Reference: BE Cost: N/A Funding Source: N/A

EXECUTIVE SUMMARY:

Administration will share information regarding the scheduling of a Special Meeting before April 15th for possible action on budget and staffing.

BOARD ACTION REQUESTED:

Information and discussion about the scheduling of a Special Meeting.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 21
AGENDA ITEM: Representation by Legal Counsel

EXECUTIVE SUMMARY:

This item is a follow-up to the information item presented at the March 10th on district representation by legal counsel. Additional information requested during the March 10th meeting will be provided.

Policy Governance Language

Policy Governance language was provided by consultants from Progress Education and is as follows:

*The Governing Board may employ an attorney to represent the Board. This attorney should not be employed for matters delegated to the Superintendent. Only the Superintendent may contact private counsel by telephone or in person regarding matters pertaining to the day-to-day operation of the District. The purpose for which an attorney is hired shall be for Board business related to policy, contract and discipline issues dealing with the superintendent or for other items that may be determined by need by the Board.*

*Compensation and purpose should be determined at the time of employment of private counsel.*

Interviewing for an Attorney to Advice on Board Business

An example of an interview rubric was developed and is included with this item that could be utilized by the Board to interview and select a lawyer who would be contacted by the Board President regarding Board issues. The sample rubric is based on the RFP process utilized in the district to comply with the bid process required by law. It is very objective. The TRUST has offered to contact the firms the Board wants to interview and explain the Board’s request. The TRUST would ask for a resume that can be dispersed to the Board Members. The presumption is the interviews would be telephonic to avoid any costs.

Letter of Consent from Legal Counsel

A question was raised regarding why the Board would be asked to sign a consent letter by legal counsel. Such a letter is a standard consent form letter informing the District and the Individual Board Members that he has been retained to defend them, and represent their interests in a claim. Legal Counsel’s preliminary investigation of the facts, indicate no conflict of interest between the District and the Individual Board Members was identified that would preclude counsel from properly and competently representing all of them. The interests of the District and the Individual Board Members are the same. Representation of the District will not jeopardize the legal interests of the Individual Board Members, and vice versa.

The letter also states if a conflict of interest does arise between the District and one or all of the Individual Board Members, all of the Defendants will be notified, and the Individual Board Member (or Members) who has a conflict will

BOARD ACTION REQUESTED: Information/Discussion Item

SUBMITTED BY: [Signature]
SUPERINTENDENT: [Signature]
be given the opportunity to retain his/her own lawyer. However, if an Individual Board Member (or Members) retains his/her own attorney, he/she cannot object to and/or try to disqualify current legal counsel’s continued representation of the District.

Similarly, if a conflict of interest develops in another future matter between an Individual Board Member and the District, the Individual Board Member (or Members) is precluded from objecting to or trying to disqualify legal counsel from representing the District.

Administration will continue to utilize the panel of TRUST attorneys for any pre-legal services and will select the best representation in each situation. The TRUST will retain the right to select the legal counsel for any legal cases they are defending on behalf of the district. The Board President would access the attorney selected by the Board for Board issues (i.e., policy questions, OML, Superintendent contract issues, etc.).

BOARD ACTION REQUESTED: Information/Discussion Item

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<td>AGENDA ITEM:</td>
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Page 2 of 2
Evaluation Criteria Used in the GPPCS Cooperative Contract for Legal Services

Evaluation
Representatives of the District will evaluate the proposals and rank them from the most likely to the one least likely to be susceptible of receiving an award. If several proposals are very closely ranked, the District may call for discussions (interviews) to assist in the decision making. The District reserves the option to call for and enter into discussions with the firms considered to be reasonably susceptible of receiving an award for the purpose of negotiations, on pricing and/or other portions of the proposal, if considered by the District to be in the best interest of the District.

Evaluation criteria are in order of importance, will include, and be limited to:

A. Responsiveness of the proposal in clearly stating and understanding the scope of work, and in meeting the requirements of the RFP.

B. Experience of the offeror in each area well as that of the individual(s) assigned to work with the District. Experience with school districts is given a higher score over those with experience with public entities.

C. Qualifications of the offeror, stability of the firm and otherwise, to provide the District with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence.

D. Ratio of Lawyers to Paralegals and the ratio of Lawyers to Paralegals that would be assigned to this contract

E. Billing Procedures. Increments, rounding, etc. Cost of travel and all miscellaneous fee that could be assessed to the districts.

F. Information obtained by the District from offeror's references or other clients.

G. Cost – While cost is a significant factor in considering the placement of the awards, it is not the only factor. Indicate your fee for services to be provided. The ability to submit firm cost figures or more than the first year shall have a positive impact on the evaluation of the proposal. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.

Awards will be made to the most advantageous offers to the District, taking into consideration the factors outlined in this request for proposal. Award may be made to more than one (1) vendor based on their area(s) of expertise. Therefore, a multiple award may be made by the Governing Board in order to obtain the services deemed necessary. Only the District is in a position to determine their own best interests, and their decision shall be final.
1. **EVALUATION CRITERIA**

During the course of the selection process, all prospective Offerors are cautioned not to contact School Board Members, Selection Committee Members or attempt to persuade or promote through other channels. Representatives of the District will read, review and evaluate the proposals based on the evaluation criteria. A point formula system will be used to evaluate the proposals. The District may request additional clarification to information received in the proposal. Firms may be asked to host a site visit and/or interview with the Selection Committee, they may also be asked to revise or modify their proposals following the receipt of other information. However, offering firms are cautioned that the District may proceed with an award, on the basis of information received in the original proposal and subsequent interviews (if held) without calling for additional discussions or best and final offers.

Offers will be evaluated and scored by the specified evaluation criteria. The following represents the criteria that will be considered during the evaluation process.

**Evaluation Criteria**

**Tab 1 - Related Work Experience and References**

The evaluation of Tab 1 will include Firm’s experience, history, staffing, references and/or performance evaluation surveys (please note that the District must receive a minimum of one response to receive any points associated with the evaluation of this tab).

**Tab 2 - Personnel Points**

The evaluation of Tab 2 will include qualifications, education, and experience of proposed staff.

**Tab 3 - Services Points**

The evaluation of Tab 3 will include proposed services.

**Tab 4 - Cost Points**

The evaluation of Tab 4 will include cost of proposed services. The Firm that offers the lowest cost for specified services will receive the maximum points for this tab. The other firms will receive a proportionate score based off the following formula (Lowest Firm Cost/Offered Firm Cost * 400 points).

**Tab 5 - Overall Evaluation and Firm’s Perceived Ability to Provide Services. (100 points)**

The evaluation of Tab 5 will include Firm’s perceived ability to meet the District’s needs and to follow instructions provided within the solicitation.
2. **PROPOSAL FORMAT**
a. Firm shall submit one original hardcopy, five copies of the original offer and one electronic copy in the form of a CD-Rom. The entire offer may be submitted as a PDF or in Microsoft Word format.
b. To facilitate the evaluation process, the offer must be specific, complete and clearly demonstrates that Firm has a thorough understanding of the requirements. Firm shall provide detailed information and relate experience concerning previous performance of similar services.
c. The sections of the original offer and the CD copy of the offer shall be indexed as specified below to indicate the applicable parts and elements. **Orderliness, readability and similar factors should be considered in offer preparation for both hard and CD copy of the offer.**
d. The information shall conform to the format specified below. The District will make no reimbursement for the cost of developing or presenting proposals in response to the solicitation. Failure to submit Offer in specified format may cause the District to declare the Offer non-responsive.

**Title Page**
Each Offer shall contain a title page that identifies the solicitation number and the subject; the Firm’s name, address and telephone number; the name and title of the contact person.

**Table of Contents**
Each Offer shall contain a Table of Contents that clearly and completely identifies the materials submitted by section and page number.

**Tab 1 - Related Work Experience and References**
a. Firm shall include an affirmation that they understand and can perform the specified services, as well as a summary of the Firm’s history, including the Firms size, number of professional staff by level, staff turnover in the last three years and range of activities performed by firm.
b. Firm is responsible for submitting a Reference List (attachment 1) and for sending out a Performance Evaluation Survey (attachment 1) to each reference (client). The Performance Evaluation Survey is to be completed by past and/or present school district clients, and they will then fax them to the Dysart Unified School District Purchasing Department at 623.876.7017, 623.876.7090 or emailed to anita.mclemore@dysart.org. To do this, fill out the top portion, (Date, To, Phone, Fax and Firm’s name) of the Performance Evaluation Survey. Firm will fax, e-mail or mail the form to clients for which they have previously provided similar product/services. Each reference/clients must be different (can not have multiple people evaluate the same firm). The district is requesting that a minimum of five references be sent the Performance Evaluation form **and require a minimum of one response to receive any points associated with the evaluation of this tab.** Responses must be received by the District prior to the specified due date and time.
c. Firm shall provide specific information on the extent their experiences in providing the specified services for Arizona School Districts. Include school district’s name,
contact name, phone number, population and number of the date’s services has been provided.
d. Firm shall provide a statement of why their Firm should be selected. What differentiates their services and from other firm’s services?

Tab 2 - Personnel
a. Firm shall provide information on the staff who will be assigned to District to provide the offered services. Proposed staff may not be substituted without permission of the District. Information shall include relevant experiences, duties and qualifications.

Tab 3 - Offered Services
a. Firm shall include a comprehensive list of services to be provided to the District if awarded a contract. This shall be in sufficient detail so the District will be able to fully understand all services to be received.
b. Firm shall include details of their offered electronic benefits plan management system, which shall include an online enrollment tool for District employees.
c. Firm shall include a listing of difficulties expected or anticipated in performing specified services and how the challenges will be minimized or overcome.

Tab 4 - Cost
a. Firm shall include a clearly detailed fee schedule for offered services specified in Tab 3.
b. Firm shall include any additional fees that may be charged to the District, such as consulting services above and beyond scope of work services, reimbursable items, etc.

Tab 5 - Overall Evaluation and Firm’s Perceived Ability to Provide Services.
a. Firm shall include a completed Offer & Acceptance Form (attachment 2)
b. Firm shall include a completed Confidential or Proprietary Information Form (attachment 3)
c. Firm shall include a completed Deviations & Exceptions Form along with supporting information (attachment 4)
d. Firm shall include a completed Addendum Acknowledgement Form (attachment 5)
e. Firm shall include a completed Non Collusion Form (attachment 6)
f. Firm shall include a completed W-9 Form (attachment 7)
g. Firm shall include proof of required insurance.
h. If Firm requires the District to sign a separate contract in the event of an award, then a copy of the contract must be included.
Evaluation Criteria Used in the GPPCS Cooperative Contract for Legal Services

Evaluation
Representatives of the District will evaluate the proposals and rank them from the most likely to the one least likely to be susceptible of receiving an award. If several proposals are very closely ranked, the District may call for discussions (interviews) to assist in the decision making. The District reserves the option to call for and enter into discussions with the firms considered to be reasonably susceptible of receiving an award for the purpose of negotiations, on pricing and/or other portions of the proposal, if considered by the District to be in the best interest of the District.

Evaluation criteria are in order of importance, will include, and be limited to:

A. Responsiveness of the proposal in clearly stating and understanding the scope of work, and in meeting the requirements of the RFP.

B. Experience of the offeror in each area well as that of the individual(s) assigned to work with the District. Experience with school districts is given a higher score over those with experience with public entities.

C. Qualifications of the offeror, stability of the firm and otherwise, to provide the District with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence.

D. Ratio of Lawyers to Paralegals and the ratio of Lawyers to Paralegals that would be assigned to this contract

E. Billing Procedures. Increments, rounding, etc. Cost of travel and all miscellaneous fee that could be assessed to the districts.

F. Information obtained by the District from offeror’s references or other clients.

G. Cost – While cost is a significant factor in considering the placement of the awards, it is not the only factor. Indicate your fee for services to be provided. The ability to submit firm cost figures or more than the first year shall have a positive impact on the evaluation of the proposal. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.

Awards will be made to the most advantageous offers to the District, taking into consideration the factors outlined in this request for proposal. Award may be made to more than one (1) vendor based on their area(s) of expertise. Therefore, a multiple award may be made by the Governing Board in order to obtain the services deemed necessary. Only the District is in a position to determine their own best interests, and their decision shall be final.
AGENDA ITEM: Athletic Eligibility for Elemiddle and High School Students

Action/Consent ______ Action/Discussion ______ Information X Supporting Data ______

Policy Reference: JJJ Cost: Funding Source: 

EXECUTIVE SUMMARY:

Administration will provide the Governing Board information on athletic rules and eligibility.

BOARD ACTION REQUESTED:

It is recommended the Governing Board accept the information presented.

SUBMITTED BY: ___________________ SUPERINTENDENT: ___________________

ACTION BY BOARD: Motion: ______ Second: ______ Vote: ______ AGENDA ITEM: 23
1. **What State laws regulate athletic eligibility?**

   Arizona Revised Statutes do not include any laws requiring schools to implement No Pass No Play policies. The Arizona Administrative Code, Title 7, Ch. 2, Sec. 808.2.a.i, states that in order to participate in extracurricular activities, students in grades 7-12 shall be required to earn a passing grade in each course in which the student is enrolled.

2. **What is the Arizona Interscholastic Association’s policy about No Pass No Play?**

   The AIA does not have any language in their constitution or by-laws regarding “no pass, no play”. Each individual school district is to prepare their academic eligibility for the students participating in sports. However, the AIA does require participating schools to adhere to the state eligibility requirements defined in the code above.

3. **Dysart Athletic Handbook Language:**

   **High School Athletic Academic Eligibility:**

   The district shall require all students who participate in extracurricular activities to maintain passing marks in all subjects on a cumulative basis in all classes in which that student is enrolled.

   Student’s grades will be checked on a cumulative basis every two weeks. If a student has a failing grade in any class they are placed on a pending list and written notification goes to the parents and coaches. It is the responsibility of the school staff, under the direction of the administration to provide a bimonthly academic report for determining that the standards set forth in this procedure are being met.

   If the student is still failing at the next two week notice then that student will be placed on an ineligibility list and allowed to practice, but NOT PARTICIPATE IN ANY ATHLETIC CONTEST until that athlete receives a passing grade. Written notification is sent to the parents and coaches. Ineligibility shall be determined at the conclusion of each two-week period to be reported on Fridays and any change in eligibility status shall begin on the next Monday following the last day of the previous eligibility period.

   Support services shall be made available to students who become ineligible for extracurricular programs as well as to students notified of pending ineligibility.

   **Elemiddle Athletic Academic Eligibility:**

   Students who, upon having their work checked on a cumulative basis at the end of each two-week period, show that they are not working to capacity and have one or more failing grades will be removed from the athletic team and written notification goes to the parents and
coaches. After improving their respective grades such that they are passing on a cumulative basis, they shall be reinstated to the team until a subsequent check is performed unless the student is ineligible for some reason other than academic performance.

The eligibility criterion for extracurricular participation shall be a passing grade in all classes in which the student is enrolled, and the student shall maintain progress toward promotion.

If a student becomes ineligible, it will be the responsibility of the student and coach to make arrangements with the classroom teacher involved to obtain additional help to aid in reestablishing eligibility. Coaches may run study tables during their season to aid student athletes to stay or regain eligibility.

4. Dysart Policy Language

Pursuant to Governing Board Policy JJJ, students must have a passing grade in all classes to participate in extracurricular sports. All four district high schools follow the high school academic eligibility handbook language listed above. All twenty of the district elementary schools follow the elemiddle athletic eligibility listed above. The academic requirements are published in the Code of Conduct Handbooks. These handbooks are available at www.dysart.org.

5. What do comparison districts do?

**Agua Fria High School District:**
Students who have been declared ineligible during a grading period shall be ineligible for a minimum of one week commencing the Monday of the following 4 ½ grading period. A student may become eligible after one week of ineligibility, but not until he/she is passing the class(es) he/she failed.

**Deer Valley Unified School District**
If a student-athlete is failing a class (Minimum of 1 F), they will be put on academic probation for 3 weeks. During this probationary period, the student-athlete will still be considered on the team, be allowed to practice, but not allowed to participate or travel for competition. After the 3 week probationary period is up and the student-athlete is passing all classes, then they will remain on the team. If the student-athlete is failing ANY class after already being on probation, then they will be dismissed from the team. Student-athlete’s may not go on probation two times in one sports season.

**Buckeye Union High School District:**
Academic eligibility is determined using grade reports occurring approximately every 3 weeks. Changes in academic eligibility status take place the Monday after the eligibility grade check. Students that receive a failing grade in any class become ineligible to participate for the next three school weeks. However, students can be reinstated at the end of the first school week if they have passing grades in all classes on the reinstatement date. At that time, he/she will regain eligibility until the next three week grade check. This re-evaluation process will be repeated each Monday until academic eligibility is determined at the next grade check.
Glendale Unified High School District:
Students are required to pass each subject in which they are enrolled. Student eligibility will be determined on two week intervals based on their cumulative grade since day one of the class for each semester. Incompletes shall last until the grade or credit deficiency has been made up. Students who fail to earn a cumulative passing grade in any credit earning class will be ineligible for the following two week period. Incompletes must be made up prior to a grade check for the student to become eligible.

Peoria Unified School District:
A student must have received a passing grade in all enrolled classes during the weekly grading period preceding the contest or performance. The ineligibility period is one week or until the student is passing in all classes. Any student consistently placed on “No Pass No Play” (for three weeks, for example) may be removed from a team.

Scottsdale Unified School District
Pursuant to Arizona’s No Pass No Play Rule, a student athlete must have received passing grades in all classes during the previous grading period (including summer school) in order to be eligible for the upcoming athletic season. Coaches may require higher standards than the district minimum.

Cumulative nine week and semester grades will be used to determine eligibility. If a student has failed at the nine week or semester report card, that student will be ineligible for three weeks. After three weeks, the student’s grades will be rechecked.

If the student is passing all classes, he/she will become eligible for competition on the 4th Monday after grades are reported. If a student does not pass all his/her classes, the student will remain ineligible for the remainder of the grading period until grades are again recorded and checked.

Tolleson Unified High School District:
A student shall receive a passing grade in all subjects at the end of each nine-week period. Passing grades are A, B, C, D or P. Non-passing are: F (failure) and WF (withdrawal failure). Incompletes can be made up ANYTIME. A student will remain ineligible until the grade is changed to a passing grade.

6. What academic incentives are available to athletes?

Each of the four high schools has one counselor designated as the NCAA Eligibility Clearinghouse lead. Each counselor will meet with prospective college students to explain the requirements to attend college. All student-athletes need to register with the NCAA Eligibility Center. To receive any type of scholarship or any institutional financial aid and to be eligible to practice or play for an NCAA Division I or II school each student must be registered. NCAA Division I schools require a minimum GPA in 16-core courses and a corresponding ACTor SAT test score on a ‘sliding scale’ which can be found in the NCAA Guide for the College-Bound Student-Athlete. The NCAA Division II minimum standard is a 2.0 GPA in 14-core courses with an 820 the SAT or a 68 on the ACT. However, starting in 2013, NCAA Division II schools will also require a minimum of 16-core courses, meaning that if you are a freshman, you need to be on schedule. It is vital for all student-athletes to ensure they are on track to complete their core courses.
- Valley Vista High School hosted a Parent Athletic Scholarship Seminar to answer parent questions regarding college scholarships.
- Willow Canyon hosted The National Collegiate Scouting Association to give parents information regarding college athletics.
- Dysart Unified School District presented Mr. Jack Renkens, National Recruiting Expert featured on numerous TV and radio shows across the country. Mr. Renkens provided important information regarding the parents and student-athletes role in the recruiting process. Parents and athletes were invited to attend the free event in the Valley Vista Auditorium.

The AIA also sponsors the Dr. Voie Stuart Chase Scholar-Athlete Awards program.

7. **What are the tracking procedures for athletic eligibility? (warnings, tutoring, etc.)**

Teachers are required to submit grade check reports each week for each athlete. The administration reviews the lists and notifies coaches of students with failing grades. The students are informed about their eligibility status. Teachers are expected to provide sufficient graded work each week to allow students to improve their grades.

On Mondays for early release any athlete needing to stay on campus due to grades must report to the designated area for a supervised study hall. A coach or designee will be assigned to the area; all athletes need to be in the required area by 1:20 p.m. This is a great time to get all homework or extra reading done.
R7-2-808. Pupil Participation in Extracurricular Activities
The following standards are effective for students in grade 6, if part of a middle school, and grades 7 through 12.

1. Definition Extracurricular activities are:
   a. All interscholastic activities which are of a competitive nature and involve more than one school where a championship, winner, or rating is determined; and all those endeavors of a continuous and ongoing nature for which no credit is earned in meeting graduation or promotional requirements and are organized, planned, and sponsored by the district consistent with district policy.
   b. Activities which are an integral part of a credit class shall be excepted from the rule.

2. Eligibility requirements and ineligibility.
   a. Eligibility. To be eligible to participate in extracurricular activities, a student shall be required to:
      i. Earn a passing grade in each course in which the student is enrolled; and
      ii. Maintain satisfactory progress toward promotion or graduation.
   b. Ineligibility. When it is determined that a student has failed to meet the requirements specified for eligibility, the student shall be declared ineligible to participate in extracurricular activities and shall remain ineligible until the requirements of eligibility are met.
      i. The governing board shall establish the criteria for a passing grade and satisfactory progress toward promotion or graduation, taking into account the needs of children placed in special education programs pursuant to R7-2-401 et seq. Passing grades shall be determined on a cumulative basis, from the beginning of instruction to the recording of a final grade for the course.
      ii. Every nine weeks or less, as determined by the governing board, district personnel shall review the progress of students to determine their eligibility status. If a student is declared ineligible, the student shall remain ineligible until a subsequent check is performed and it is determined that the student meets the eligibility requirements specified in subsection (2)(a).

3. Each governing board shall adopt a policy and implement a program pursuant to that policy to provide:
   a. Oral or written preliminary notice to all district students and their parents or guardian of pending ineligibility;
   b. Written notice to students and their parents or guardians when ineligibility has been determined;
   c. Educational support services to students declared ineligible because of this rule, as well as those notified of pending ineligibility.

Historical Note
Amended effective December 22, 1997 (Supp. 97-4).
EXTRACURRICULAR ACTIVITY
ELIGIBILITY

All interscholastic activities in grades seven (7) through twelve (12) that are
(1) of a competitive nature and involve more than one [1] school where a
championship, winner, or rating is determined and (2) endeavors for which
no credit is earned in meeting graduation or promotion requirements that are
of a continuous and ongoing nature, organized, planned, or sponsored by the
District, consistent with District policy, shall be conducted under the
provisions of this policy. Such activities will be established and designed to
offer students worthwhile athletic and leisure-time interests, wholesome
recreational and social activity, and an opportunity to develop skills in
democratic and cooperative management for these activities. These programs
will be appropriate to the maturity of students and as varied as staff and
facilities permit.

All such activities conducted under the auspices of the District shall be under
the direct supervision of the certificated individual responsible for the
activity.

It is necessary to have the extracurricular activities function within a
realistic framework of control. In order that overenthusiastic students do not
place a social or athletic function on a higher plane than the academic
program, the following policy will be adhered to:

• Students who, upon having their work checked on a cumulative basis at
  the end of each two (2) -week period, show that they are not working to
capacity and have one (1) or more failing grades will be removed from
any athletic teams or extracurricular activities. After improving their
respective grades such that they are passing on a cumulative basis,
they shall be reinstated to the teams or extracurricular activities until a
subsequent check is performed unless ineligible for some reason other
than academic performance.

• The eligibility criterion for extracurricular participation shall be a
  passing grade in all classes in which the student is enrolled, and the
  student shall maintain progress toward promotion or graduation.

• The responsibility for notification of students and parents of these
  requirements and for enforcement of the above rule rests with the
  Superintendent.
• The student and the parents or guardian shall be notified of ineligibility in a manner such that confidentiality is maintained when:

  - Ineligibility is pending.
  - Ineligibility is determined to be necessary.

• Support services shall be made available to students who become ineligible for extracurricular programs as well as to students notified of pending ineligibility.

Students whose behavior presents a problem or jeopardizes school discipline may be ineligible for participation in extracurricular activities until such time as their behavior warrants reinstatement.

The same general standards shall apply for special education students except that such eligibility shall be determined on a case-by-case basis in relationship to the respective students' individual education programs.

The Superintendent shall consult with and invite comment on this policy from parents and teachers and shall make recommendations to the Board regarding this policy, as necessary, after considering such comments. The Board, as a part of the procedure for adoption of this policy, shall hold a public hearing on the contents of this policy. [The Board, as a part of the procedure for adoption of this policy, shall form an advisory committee for input from parents and teachers.]

The Superintendent shall establish regulations to ensure that:

• Necessary documents in support of this policy are maintained.

• Necessary data related to ineligible students are collected and reported as required by law.

• The cultural traditions of students are considered when establishing or enforcing rules related to participation in extracurricular activities.

• The requirements of this policy are met.

The Superintendent may develop additional rules or procedures for the proper conduct of extracurricular programs and the implementation of the provisions of this policy.
Cocurricular Activities

Cocurricular activities are school activities that are extracurricular in nature but connected by requirement to the internal, regular school program (e.g., band/choir, which requires participation at certain nonclass events in order to obtain a grade).

Cocurricular school activities are excluded from this policy.

Adopted: November 8, 2006

LEGAL REF.:  A.R.S. 15-347
  15-705
  A.A.C. R7-2-808

CROSS REF.:  JJIB - Interscholastic Sports
GRADING / ASSESSMENT SYSTEMS

A District-developed grading system will be utilized.

Teachers will keep a careful record of the grades assigned to students.

Written reports to the parents concerning student achievement will be made every nine (9) weeks by the teacher, and additional written reports will be made when necessary.

Teachers will confer with parents when necessary concerning academic progress and discipline of students.

Teachers will report to parents on students' conduct, scholarship, attendance, or excessive tardiness.

Special Education

Grades reporting achievement of special education students not taking regular education classes shall be given on a basis commensurate with the students' abilities and based on their individual progress rather than in competition with classmates. The permanent record cards for such students shall indicate enrollment in special education for those classes.

Parents of special education students shall be counseled regarding the significance of the grading system in order to avoid misinterpretation of the achievement grade.

Adopted: February 27, 2008

LEGAL REF.: A.R.S. 15-203
              15-516
              15-521
              15-767
NCAA APR
The Academic Progress Rate (APR) is the centerpiece of the NCAA's academic reform effort to improve the graduation rates of 'student-athletes'.

By sport, schools that do not meet the minimum expected graduation and retention rates are subject to penalties that include loss of scholarships and potentially probation including a ban from post-season tournaments.

The purpose of the APR is to improve the overall academic standings of the NCAA schools, essentially making it more risky for a college coach to recruit a high-school student-athlete who has sub-par grades.

In September of 2008, clauses were added to the contracts of the college coaches allowing the school to fire a coach if a team is banned from post-season play due to low APR scores.

The precedent has been set that college coaches can be fired for recruiting kids with bad grades.

When a coach needs to decide between two equally-talented recruits for a scholarship, the student-athlete with the higher GPA is going to get stronger consideration.

In June of 2009, the Division I Board of Directors announced that the APR would expand to specifically rate the performance of individual coaches, to create transparency and accountability for the coaches as well as the school.

The bottom line... **YOUR GRADES ARE MORE IMPORTANT THAN EVER.**

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<tr>
<th>By Enrollment</th>
<th>By Grades</th>
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<tr>
<td>% of Schools with 25,000 students or more</td>
<td>3%</td>
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<tr>
<td>% of Schools with 10,000 students or more</td>
<td>11%</td>
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<tr>
<td>% of Schools with 5,000 students or more</td>
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<tr>
<td>% of Schools with 2,500 students or more</td>
<td>42%</td>
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<td>% of Schools with 1,000 students or more</td>
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**"PROFANITY IS THE CRUTCH OF AN IGNORANT PERSON"**
DR. VOIE STUART CHASE COY SCHOLAR-ATHLETE AWARD PROGRAM
In 1989 the AIA Executive Board established a scholar-athlete award program to recognize high school students and schools who demonstrate their commitment to academics in conjunction with athletics/activities as a foundation for success. On May 3, 1999, the Executive Board renamed the program the Dr. Voie Stuart Chase Coy Scholar-Athlete Award Program. Dr. Coy served as Executive Director from 1987-1999.

This annual program has three categories for which member schools may apply. The categories are as follows:

Individual Award: Any member of a varsity athletic team or AIA sanctioned activity program who achieves a 3.5 or higher grade point average is eligible for a Certificate of Recognition.

Team Award: Any varsity athletic team or AIA sanctioned activity program that achieves a cumulative grade point average of 3.5 will receive recognition on the AIA Honor Roll.

Scholar-Athlete / Scholar-Activity Participant Of The Year: Any member school may submit an application for a senior boy and/or girl who has been a member of a varsity athletic team or AIA sanctioned activity program for two years and has maintained a 3.75 or higher grade point average for seven semesters. Each of the applicants will receive a Certificate of Recognition.

- Scholar-Athlete: Five boy and five girl finalists are selected from the applicants. From the finalists, a boy and girl from the 1A-3A Conference and a boy and girl from the 4A-5A Conference are chosen to be a Scholar-Athlete of the Year.

- Scholar-Activity Participant: Three boy and three girl finalists are selected from the applicants. From the finalists, a boy and girl from the 1A-3A and a boy and girl from the 4A-5A Conference are chosen to be a Scholar-Activity Member of the Year.
COURT LETS STAND NO PASS, NO PLAY

WASHINGTON, Feb. 24

The Supreme Court left intact today Texas's so-called "no pass, no play" law that has sidelined high school athletes and silenced band musicians with failing grades.

The court, citing the lack of a "substantial Federal question," rejected an appeal by students who said the law violated their constitutional rights.

The 1984 law has temporarily disqualified about 15 percent of the varsity football players in Texas's 1,100 school districts. Junior varsity and freshman teams have been hit twice as hard, according to a survey by Texas coaches.
PRESS RELEASE:
No Pass, No Play Law Has Very Adverse Effect On Many Students!

Dr. Victoria Martin, a Child Psychiatrist in Richardson, TX, is becoming increasingly concerned about the "no pass, no play" law and the effect it is having on our children.

"I am sure that this law was passed with the best of intentions, but it also brings with it a lot of problems. It's not the best way of doing things. Honestly, I think it will definitely hurt any children who have already suffered from learning disabilities. It would be better to address the root cause of these issues and work on improving their learning experience. We need to focus on making the education system more inclusive and accessible for all children." Dr. Martin said.

Dr. Martin continued by saying: "Instead of beating these children down even more, we should be encouraging them to participate in activities where they have talents and abilities. We are punishing the "good" kids, the ones who care about their school and want to participate in school activities instead of being involved in gangs and other destructive groups."

Dr. Martin believes that most of the kids affected by this "no pass, no play" rule are those with learning disabilities of some kind. The ones without those disabilities have no problem negotiating academic requirements with the demands of their extra-curricular activities. By their success in the band, choir, dramatic productions, and athletics at least some of these learning challenged students will gain enough confidence to believe they can achieve in academics as well. Even if they fail academically or drop out of school, we will have given them the hope that they are good at something. And, believe it or not, people do make a living in music, art, athletics and using many skills that we call "extra-curricular."

We don’t tell a child that if he is poor in math he won’t be allowed to go to English class or that if he is poor in art he won’t be allowed to learn science. The message we are sending is that “what you are good at isn’t important or valuable.” We take kids who are already struggling with fitting into this world and who are already very aware of their inadequacies in academic subjects (and doing the best they can) and just to make sure they know what “losers” they are, we deny them their only pleasure in life, the only way they do gain some sense of achievement. It’s no wonder that kids are taking guns to school!

We also punish the hard working coaches, band leaders, choir directors and others who have worked all summer putting together their programs only to have some of their best participants knocked out at the crucial moment when they need them.
the most. There is no mercy for anyone!

The argument is that the children with learning disabilities can have an ARD meeting and get an IEP (Individual Education Plan). While this is being done the football season/marching band season, etc. is over. And what is accomplished is that we now have a child who “cannot fail.” This child now knows that he will receive whatever “accommodations” he needs to pass all subjects. He doesn’t really have to try at all anymore. We “punish” him by labeling him “special education” thus putting him in more of a double bind. This further adds to his sense of failure and inadequacy. But wait! We thought this law was passed to encourage children to work harder at their academics? It was designed to prevent them being passed without really achieving! Well, we have circumvented the very reason for the “no pass, no play” law and manage to destroy self-esteem in the process. The law has failed in it’s objective.

What about kids who don’t have parents who know to get them an IEP? Or who refuse? What about those kids? They just continue to suffer, get into drugs or gangs or suicide. Was this the intent of the Legislature when it passed this absurd law? There were certainly some “good intentions” when this law was thought up. But the road to hell is paved with good intentions, as we all know. Dr. Victoria Martin is convinced this is one of the bricks on that road.

There are other and better ways to ensure that our students learn what they should to pass in school. Many of those are already in place such as periodic testing to ensure the quality of education and mandatory testing for everyone prior to graduation. Art, music and athletics should be treated as if they are as important as math, science and history because they are. For some kids they are more important both in school and in life.

Dr. Martin is encouraging everyone to help to reverse this destructive law and make life meaningful again for our students in public education!

Related Article

Playing for Keeps
SPORTS: No-pass/no-play rules may be a hurdle in the way of the real goal: student achievement | Clint Raney

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D. Victoria Martin, M.D.
Child, Adolescent and Adult Psychiatry
For the Dallas, Fort Worth Area

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GOVERNING BOARD ITEM

AGENDA ITEM:  Financial and Compliance Audit for the Fiscal Year Ending June 30, 2009

<table>
<thead>
<tr>
<th>Action/Consent</th>
<th>Action/Discussion</th>
<th>Information</th>
<th>Supporting Data</th>
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<tbody>
<tr>
<td>DB</td>
<td>N/A</td>
<td>X</td>
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</table>

EXECUTIVE SUMMARY:

All school districts that expend $300,000 in federal funds must conduct a single audit to determine compliance. In addition, because the District has outstanding bonds and is required to file financial statements for full disclosure on the financial status of the District, the services of Heinfeld, Meech & Co., P.C., Certified Public Accountants have been procured.

Attached for review are the following documents:

- Single Audit Reporting Package for Year Ended June 30, 2009
- Audit Findings and Response

BOARD ACTION REQUESTED:

It is recommended that the Governing Board review the Financial and Compliance Audit information for the Fiscal Year ending June 30, 2009.

SUBMITTED BY: [Signature]  SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion:  Second:  Vote:  AGENDA ITEM: 24
AGENDA ITEM: Memorandum of Understanding with the Dysart Education Association for the 2010-2011 School Year

Action/Consent ____  Action/Discussion ____  Information X  Supporting Data X

Policy Reference: GH  Cost: N/A  Funding Source: N/A

EXECUTIVE SUMMARY:

Supporting Premises:

Administration will report on the collaboration efforts with the Dysart Education Association regarding changes to the Memorandum of Understanding for the 2010-2011 school year. This is a draft document. The final document will be returned to the Board or approval at its April 21, 2010 meeting.

BOARD ACTION REQUESTED:

It is recommended that the Governing Board accept the information provided.

SUBMITTED BY: [Signature]  SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: ___  Second: ___  Vote: ___  AGENDA ITEM: 25
MEMORANDUM OF UNDERSTANDING FOR CERTIFICATED EMPLOYEES

BETWEEN

THE DYSART EDUCATION ASSOCIATION

And

THE GOVERNING BOARD OF THE DYSART UNIFIED SCHOOL DISTRICT NO. 89

Adopted by the Dysart Unified School District # 89 Governing Board on
July 22, 2009
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PREAMBLE

The Governing Board (hereinafter referred to as the “Board”) of the Dysart Unified District No. 89 (DUSD), (hereinafter referred to as “District”) and the Dysart Education Association (hereinafter referred to as “DEA” or “Association”) agree that the educational welfare of children of the District is paramount in the operation of the schools.

The Board recognizes that teaching is a profession, that members of this profession have specialized educational qualifications, and that their participation in policy development on matters relative to the professional services of teachers is important to the success of school programs.

The Board and the Association recognize their responsibilities toward each other and to the community to meet in good faith to reach agreements, utilizing an interest-based approach, which are mutually acceptable.

In order to promote maximum utilization of the ability, experience, and judgment of all parties sharing responsibility for the quality of instruction in the District, the parties do hereby enter into the following agreement.

Nikki Frye
President
Dysart Education Association

Christine Pritchard Jennifer Tanner
President
Governing Board
Dysart Unified School District No. 89
I. RIGHTS AND RESPONSIBILITIES OF THE PARTIES TO THIS MEMORANDUM [Reference DUSD Policy HA]

A. JOINT

1. Recognition
   a. The Board recognizes the Association as a representative of certificated personnel in non-administrative positions within the District except substitute employees.
   b. This recognition shall remain in full force unless during the month of September another organization with a verified membership of 35% of the total certified staff petition an election and receives a majority (51%) endorsement in a scheduled election.
   c. The recognized Association may not discriminate in its membership on the basis of age, color, national origin, religion, disability, race, creed, sex, marital status, grade level, or subject field. Recognition shall also entitle the recognized Association to the following:
      1. An Association bulletin board in each school;
      2. Intra-school mail pickup and delivery service between the Association office and all sites and administrative offices of the District.
      3. E-mail access for use consistent with the law and District policy, procedures and regulations.
   d. Nothing in this Memorandum of Understanding (hereinafter referred to as “MOU”) is to be construed to restrict the constitutional or legal rights of any employee.

2. Effective Date and Duration
   a. The provisions of this MOU shall be effective as of the date of the signing of this memorandum and continue until adoption of a new MOU.
   b. The Board and the Association recognize that there are external factors, which could create a fiscal emergency that may necessitate consideration or modification of this MOU: e.g., additional financial restrictions imposed or benefits granted by the Legislature. Any serious reduction in instructional services or significant increase in instructional services occurring as a result of the foregoing will not take place until the Association is informed in writing by the Superintendent.
   c. A copy of this MOU shall be posted on the district intranet site. Each certificated staff member will be emailed a copy of the MOU and the link to the intranet site for the MOU, printed at the expense of the Board and distributed to all certificated staff members by the first day of school, or as soon thereafter as practicable. Copies of the complete MOU, including changes, will be distributed to all new teachers in their orientation packet. The entire MOU will be reprinted every year. Upon request, fifty copies, DEA will be provided 100 copies of the MOU paid for by the Association not to exceed one hundred dollars ($100.00) total. The copies will be given to the DEA President by the first day of school, or as soon thereafter as practicable.
   d. If any provision of this memorandum (or any application of memorandum) to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect. It is further agreed that within ten (10) days of receipt of notification of the court's actions or as mutually agreed, Interest Based Approach (hereinafter referred to as “IBA”) shall commence, during which changes to the MOU shall be discussed. All understandings reached under this procedure shall be reduced to writing, signed by each party, and made a part of the MOU.
   e. The Association understands and agrees that the matters contained in this MOU are subject to change by the Board. The Board agrees, however, that any changes to matters expressly covered by this MOU will not be changed until after notice to, and opportunity for discussion, is provided to the Association.

3. Principles of Interest Based Approach (IBA) to Negotiations
   Obtaining objectives - The process described in this memorandum is dependent on mutual understanding, cooperation, and good faith. It, therefore, requires a free and open exchange of views with all parties participating in deliberations leading to agreement.

4. Interest Based Approach Procedures
   a. IBA - A maximum of six representatives designated by the Board Superintendent shall meet with as many as six representatives designated by the each employee group to discuss and to attempt to reach, in good faith, a mutually satisfactory proposal for Board approval.
   b. Opening IBA Session: The IBA process shall commence as soon as practicable possible after a written request to commence the process is provided to the Superintendent by the Association, but in no event later than February March 1st.
   c. Preparation: The time and place of meetings shall be agreed upon by the parties. Costs, if any, will be shared equally by both parties.
   d. Exchange of Information:
1. During IBA sessions, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Upon request of either party, the other shall make available for inspection its records and data pertinent to the subjects discussed in IBA sessions except privileged information.

2. The Superintendent of Schools shall provide the Association with the proposed budget for the next fiscal year no later than two (2) weeks after it has been made available to the Board.

e. Consultation:
   1. Each party may utilize the services of outside consultants and may call upon professionals and paid representatives to assist in the interest based approach process. The expense of such consultants shall be borne by the party requesting them.
   2. Resource people will be available for reports and questions upon request, but will retire before teams continue with discussions.
   3. Each party shall be at liberty to consult with their executive boards regarding items under discussion.

f. Joint Study Sub-committees:
   1. Upon mutual agreement, the chairpersons are empowered to create joint study committees.
   2. Recommendations of joint study committees are advisory in nature.
   3. Upon completion of its study, the subcommittee will submit a written report to the IBA team on the subject assigned to it.

g. Both parties recognize the right of the Board and the Association to communicate with their constituency and the public regarding IBA items deemed relevant by either party.

5. Agreement
   When an agreement on a proposal is reached, it shall be made in writing and submitted for ratification to the certified IBA team Association prior to submittal to the Board. If agreement is not reached prior to the end of the school year, the Association Executive Board will ratify the agreement. When approved by both parties, it shall be signed by their respective presidents and shall be included within the official minutes of the Board. The Board, in its sole discretion, may include such items in District policy. With respect to agreements between teachers and the Board, the District agrees to notify the Association if any substantive changes to the language used in the forms for those agreements is contemplated.

B. GOVERNING BOARD

1. Recognition of Responsibilities and Rights of the Association
   a. The Board hereby agrees that every certified employee of the Board shall have the right to organize, join, and support the Association for the purpose of engaging in the IBA process and for the processing of grievances. The Board agrees that it will not discriminate against any teacher by reason of his/her membership in the Association, his/her participation in any activities of the Association or meeting with representatives of the Board, his/her participation in any grievance, complaint or proceeding under this MOU.
   b. A joint presentation will be made by a designee of the Superintendent and the Association to administrators about the contents of the MOU.

2. Responsibility for Teacher Effectiveness
   Board and/or administrators have a professional responsibility to provide reasonable conditions under which classroom teachers can effectively teach. Such conditions include:
   1. Assignment of classroom teachers only to areas in which they are legally qualified to teach;
   2. Provision of teaching facilities and materials for all teachers, including special area teachers;
   3. Provision of adequate time to teach;
   4. Administrative support of classroom teachers; and,
   5. Maintenance of facilities within budget limitations.

C. DYSART EDUCATION ASSOCIATION (DEA)

1. Use of School Facilities
   a. The Association and its representatives shall have the right to use a school building at all reasonable hours for meetings, scheduling such use with the principal of the school, provided that this shall not interfere with or interrupt normal school operations. Direct expenses incident to the meeting, other than those normally a part of the school operations shall be borne by the Association.
   b. Duly authorized representatives of the Association and the organizations with which the Association is affiliated shall be permitted to discuss matters pertaining to Association business with District personnel provided that this shall not interfere with or interrupt normal operations.
c. The Association shall have the right to place appropriate identified notices, circulars and other material on designated school bulletin boards and in the teachers’ mail boxes. Appropriate material does not include any material detrimental to the interests of the District or any material, which contains derogatory statements about the District or District personnel. At least one (1) bulletin board on each campus shall be reserved exclusively for Association material.

d. The District will provide a work space, telephone and intradistrict mail for Association activities. Intradistrict mail includes e-mail. Only appropriate material may be disseminated by e-mail. Appropriate material does not include any material detrimental to the interests of the District or any material, which contains derogatory statements about the District or District personnel. All e-mail must comply with District policies concerning use of District e-mail.

e. There shall be designated days when there will not be any staff meetings, professional development programs, committees or mandatory meetings. These days shall be the first and third Tuesday of each month which will be designated for Association meetings. IEP meetings are permissible as well as teacher elected activities such as tutoring, clubs and athletics.

2. Release Days

a. The Board agrees to grant a total of 50 release days to Association representatives as designated by the DEJ President to conduct Association business.

b. District shall authorize the release of the DEJ President with the District assuming the cost of .50 FTE release time for teaching sections (three (3) sections) plus one (1) planning period and Association assuming the cost of 2.0 teaching sections.

ba. The District has determined that it is in its benefit and its best interests to employ and pay the salary of a certificated staff person to perform the job duties listed below on behalf of District certified employees and the District. This person who shall perform the duties listed will be the Association President (or his or her designee if that individual is absent). The Association President shall be employed as a Teacher on Special Assignment. The Teacher on Special Assignment (TOSA) shall perform the following duties assigned by the District that benefit the district and its employees, including, but not limited to, the following:

1. Provide communication, build morale and engender trust with campus leaders, teachers, certified employees, and administrators. This will contribute to positive working relationships, and ensure that teachers, certified employees, administrators and Board members are informed about district policies, procedures, processes and concerns.

2. Work with administration and certified staff to build common understanding on key initiatives, including but not limited to the Strategic Plan, Data Driven Decision Making, Professional Learning Committees, etc.

3. Attend school board meetings as an advocate and advisor for teacher and certified employee relevant issues.

4. Attend Administrative Council Meetings, Extended Cabinet, Superintendent Council Meetings and other relevant meetings and trainings to help develop skills and to gain understanding in order to contribute to the success of critical district processes and initiatives.

5. Assist teachers and certified employees in their awareness of district processes, procedures and initiatives in order to ensure the successful implementation of such.

6. Serve on District committees to include but not limited to:

   • Professional Growth
   • Evaluation
   • IBA/ Meet and Confer
   • 301
   • Policy and Review
   • Green Committee
   • Budget Review
   • Reduction In Force (RIF)
   • Strategic Planning
   • Certified Council
   • Working Conditions

7. Work with district administrators to appoint teachers and certified employees to district committees.

8. Assist in training processes to enhance relationships through collaborative efforts.

9. Assist in the processing of teacher and certified employee concerns for successful resolution including the processing of grievances, regardless of whether the employee is a member of the local association.
10. Dialogue with district administrators and board members on critical areas of concern to teachers and certified employees.

11. Research information from a variety of sources on areas of critical educational issues to teachers and certified employees such as Race to the Top.

12. Support and advise teachers who are on a Performance Improvement Agreement (PIA).

13. Meet with the Superintendent and the Assistant Superintendent for Human Resources on a weekly basis.

If the Attorney General's Opinion on this position invalidates any part of this understanding, the parties will review and renegotiate this position.

If A.R.S. 15-504 (added by Laws 2009, 3rd S.S., Ch.12, 16) prohibiting compensated days for professional association activities is repealed or invalidated for any reason, it is agreed that the District will reinstate all Association release time policies in effect September 1, 2009.

3. Participation in Administrative Council
   The DEA President will be invited to participate in Administrative Council meetings.

4. Board Agenda
   The DEA President will receive the agenda of Board meetings.

5. Committee Representation
   The President of DEA shall recommend all teacher representative(s) on all committees, which are involved in the IBA process. These committees include the following: IBA; Safety; Calendar; Human Resources Professional Growth; Technology; Assessment; K-12 Articulation; insurance, 301 Review, Evaluation Review, selection committees for Mentors, TOSAs as well as administrative positions with supervisory authority over certified staff; or other district committees directly impacting teachers and any other committees the Superintendent deems appropriate. If other employee groups are represented on said committees, teachers shall have equal representation unless the makeup of the committee is determined otherwise by mutual agreement.

6. MOU Collaboration Committee
   A Committee shall be formed with the purpose of meeting year round to address relationship issues. The committee structure and format is to be developed by the Association and Human Resources Department. In addition, the DEA President and/or designee shall meet with the Superintendent and Assistant Superintendent for Human Resources on a weekly basis.

D. EMPLOYEE RIGHTS

1. General Rights
   a. Nothing contained herein shall be construed to deny or to restrict to any teacher rights he/she may have under the Arizona Revised Statutes or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
   b. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

2. Rights of Representation
   a. Prior to any meeting with a teacher which could lead to discipline or an evaluation leading to a Personal Improvement Agreement (PIA), the supervisor shall indicate to the teacher the subject to be discussed.
   b. The teacher has the right to have an Association representative present.
   c. If during the course of the meeting the teacher feels the need for representation, the meeting shall be suspended until such time as a representative can be present provided that the representative shall be available within five (5) working days of the date of the requested representation.

3. Academic Freedom
   a. Academic freedom shall be guaranteed to teachers in order to create in the classroom an atmosphere of freedom, which permits students to raise questions dealing with critical issues of the time and which maintains an atmosphere conducive to the study, investigation, presentation, and interpretation of facts which stress the interplay of ideas. The teacher shall take into consideration the subject matter as it relates to the maturity level of the student.

4. Personnel Records and Files [Reference DUSD Policy GBJ]
   a. The District shall maintain a complete and current official personnel file for each employee. Teachers in the District will be required to supply the District office with current and complete transcripts of credit. It is the duty and responsibility of each teacher to be certificated and to keep such certification and highly qualified status current. Teachers must record their certificates with the Maricopa County School Superintendent's office.
An employee's confidential file will be available only to authorized individuals and to the employee.

The employee's own personnel file may be reviewed by making a written request to the Assistant Superintendent for Human Resources. The employee shall be allowed to review his/her personnel file within two (2) working days of the request to do so. All materials placed in the teacher's personnel file and originating within the District shall be available to the teacher at his/her request for inspection.

Material originating within the District and which is derogatory to a teacher's conduct, service, character or personality shall not be placed in a teacher's personnel file located in the Human Resources Department unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed.

The teacher shall have right to rebut any material filed, and the response shall be attached to all file copies. All reference and information originating outside the District on the basis of confidentiality and information obtained within the District in the process of recommending the teacher for employment shall not be subject to the MOU and therefore shall not be available for inspection by teachers.

The teacher shall have the right to place pertinent material as defined in district policies in her/his file. This material shall be submitted to the principal and to the Human Resources Department for placement in the teacher's file.

All references and information obtained within the school system in the process of recommending the teacher for employment or promotion shall not be available for inspection by any teachers except by written agreement from the person(s) on whom the file is being kept.

5. Professional Responsibilities [Reference DUSD Policy GCME and GCMEF]
   a. Teachers are encouraged to participate in the following areas:
      1. Professional organizations, either of a broad nature or those pertaining to subject areas;
      2. Staff development training;
      3. District-wide committees; and,
      4. A reasonable number of school functions, i.e., PTA, PTO, chaperoning.
   b. When a regular teacher is absent, it is his/her responsibility to have available to the substitute those materials necessary to conduct the activities of the day as set forth in paragraph V(I)(2) "Substitute Assignment" of this memorandum.
   c. The work assignment is the main focus of the professional assignment of the teacher and represents the portion of his/her assignment where the greatest amount of time is spent. The teacher must be in the classroom during these periods, which are assigned as teaching periods unless other arrangements have been specifically made with the building Administration.

II. EMPLOYMENT EMPLOYEE QUALIFICATIONS

A. The selection of teachers for the District is based primarily on:
   1. An evaluation of the written application, transcript and recommendations;
   2. Automated (or Standardized) Screening Instruments;
   3. Personal interviews; and,
   4. Personal contacts: Professional References.

B. All applicants for any teaching position in the District must have a valid Arizona certificate and be both certified and highly qualified for teaching the position for which they are an applicant.

C. Prior experience may be granted up to ten (10) years for teaching experience in K-12 public schools. A Charter school is not considered a public school for purposes of this section. Exceptions may be granted at the discretion of the Superintendent for positions that are identified as priority recruitment positions. The DEA President will be notified which positions have been identified as exceptions. [Reference DUSD Policy GCBA]

D. All applicants must meet the basic health requirements as specified in the policies of the Board and the State of Arizona.

III. COMPENSATION

A. COMPENSATION PROCEDURES
1. Effective July 1st, yearly, except as provided herein, the salary for all positions covered by this memorandum shall be set forth in the Salary Schedule included in this memorandum.

2. A teacher shall advance through the horizontal steps of the salary schedule by completing academic credit on the increment basis provided herein. Requirements for earning academic credit are found in Section III.F.

3. If full-time employment has been for less than one-half of the total student attendance days as set by the official school calendar, the teacher shall be deemed interim, and as such if offered a contract for the following school year will remain on the same step of the salary schedule as their initial placement.

4. Teachers taking courses at the written direction of the administration shall receive credit for these courses toward advancement on the salary schedule.

5. School Nurses shall be paid on the certified salary schedule.

**B.— SALARY SCHEDULE INFORMATION**

| 1. Certificated Salary Schedule                              | Attachment #1 |
| 2. Occupational Therapist and Physical Therapist Salary Schedule | Attachment #2 |
| 3. Speech Language Pathologist Salary Schedule               | Attachment #3 |
### Extracurricular Pay Schedule (Reference DUSD Policy GCBC)

<table>
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<th>Activity Description</th>
<th>2009-2010</th>
<th>2009-2010</th>
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<td>All pay for items listed below will be reduced by 10% in Tier 1 cuts and an additional 15% in Tier 2 cuts for a total of 25%</td>
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<td></td>
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<tr>
<td>HS Head Varsity Coach then Football Coach</td>
<td>12% of Base</td>
<td>$3886</td>
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<tr>
<td>Coaches with 3 team responsibility as determined by AIA/available schedule. (i.e. Baseball, Basketball, Softball, and Volleyball.)</td>
<td>14% of base</td>
<td>$4534</td>
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<tr>
<td>HS Varsity Assistant Coach</td>
<td>9% of base</td>
<td>$2,955</td>
</tr>
<tr>
<td>Football Offensive and Defensive Coordinator</td>
<td>12% of base</td>
<td>$3,586</td>
</tr>
<tr>
<td>HS Junior Varsity Coach</td>
<td>7% of base</td>
<td>$2,267</td>
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<tr>
<td>HS Freshman Coach</td>
<td>6% of base</td>
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<td>High School Activities*</td>
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<td></td>
</tr>
<tr>
<td>Band</td>
<td>6% of base</td>
<td>$1,943</td>
</tr>
<tr>
<td>Chorus</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drama (2 plays per year)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Newspaper</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yearbook</td>
<td></td>
<td></td>
</tr>
<tr>
<td>— Student Council</td>
<td></td>
<td></td>
</tr>
<tr>
<td>High School CTE activity teachers who have clubs related to classes</td>
<td>3% of base per person</td>
<td>$9184 – Not to exceed at site</td>
</tr>
<tr>
<td>H.S. Team Leaders/Department Chairs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>– English</td>
<td>–4% x base x 10</td>
<td>$12,954</td>
</tr>
<tr>
<td>– ESL/Foreign Language</td>
<td></td>
<td></td>
</tr>
<tr>
<td>– Math</td>
<td></td>
<td></td>
</tr>
<tr>
<td>– Social Studies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>– Fine Arts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>– Science</td>
<td></td>
<td></td>
</tr>
<tr>
<td>– Physical Education</td>
<td></td>
<td></td>
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<tr>
<td>– Special Education</td>
<td></td>
<td></td>
</tr>
<tr>
<td>– Career and Technical Education</td>
<td></td>
<td></td>
</tr>
<tr>
<td>– Counseling/Fresh Focus</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HS Senior Class Sponsor</td>
<td>5% of base</td>
<td>$1,619</td>
</tr>
<tr>
<td>HS Junior Class Sponsor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>JROTC (one FTE)</td>
<td>5% of base</td>
<td>$1,619</td>
</tr>
<tr>
<td>(two FTE if growth exceeds 15% at the 40th day.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HS Sophomore Class Sponsor</td>
<td>3% of base</td>
<td>$972</td>
</tr>
<tr>
<td>HS Freshman Class Sponsor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elementary Coach</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HS additional teaching assignment (Section 6)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2009-2010 Formula: $22,384 + 185 work days = $175.05 x 20% = $35.01</td>
<td></td>
<td></td>
</tr>
<tr>
<td>K-8 Grade Level Chain</td>
<td>20% of base at per diem</td>
<td>$55,01</td>
</tr>
<tr>
<td>(maximum of ten per school to be determined by Principal and Faculty Advisory Committee. If no agreement is reached, five grade level chairs shall be established as follows: Kindergarten and 1st grade/2nd and 3rd grades/3rd, 4th and 5th grades/7th and 8th grades/Special Education and Special Areas)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>K-8 Activities and Student Council</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yearbook</td>
<td>2% of base</td>
<td>$648</td>
</tr>
<tr>
<td>K-8 Extended Day Activities (Extended day activities are those activities funded by tax credit monies. Prior approval by the Principal is required for payment.)</td>
<td>$22/hr</td>
<td>$22/hr</td>
</tr>
</tbody>
</table>

Pay for items listed below will not be reduced in Tier 1 and Tier 2 cuts

---

*High School coaching addenda will be paid throughout the season for the assignment as determined by the Athletic Director with the Human Resources Department in consultation with the Payroll Department. Year-long assignments will be paid in two installments at the end of each semester. All other extracurricular assignments will be paid upon the completion of the assignment, provided appropriate verification has been received by the Payroll Office.
**THE FOLLOWING COMPENSATION AMOUNTS MAY BE ADJUSTED UPON ADOPTION BY THE GOVERNING BOARD OF THE 2010 - 2011 BUDGET.**

**GB. EXTRACURRICULAR PAY SCHEDULE [Reference DUSD Policy GCBC]**

<table>
<thead>
<tr>
<th>Position</th>
<th>Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>HS Head Varsity Coach&lt;sup&gt;a&lt;/sup&gt;</td>
<td>$3,886</td>
</tr>
<tr>
<td>HS Head Football Coach&lt;sup&gt;b&lt;/sup&gt;</td>
<td>$5,181</td>
</tr>
<tr>
<td>Coaches&lt;sup&gt;c&lt;/sup&gt; with 3 team responsibility as determined by AIA/available schedule, (i.e. Baseball, Basketball, Softball, and Volleyball.)</td>
<td>$4,534</td>
</tr>
<tr>
<td>HS Varsity Assistant Coach&lt;sup&gt;c&lt;/sup&gt;</td>
<td>$2,915</td>
</tr>
<tr>
<td>Football Offensive and Defensive Coordinator</td>
<td>$3,886</td>
</tr>
<tr>
<td>HS Junior Varsity Coach&lt;sup&gt;c&lt;/sup&gt;</td>
<td>$2,267</td>
</tr>
<tr>
<td>HS Freshman Coach&lt;sup&gt;c&lt;/sup&gt;</td>
<td>$1,943</td>
</tr>
<tr>
<td><strong>High School Activities&lt;sup&gt;d&lt;/sup&gt;</strong></td>
<td>$1,943</td>
</tr>
<tr>
<td>- Band</td>
<td></td>
</tr>
<tr>
<td>- Chorus</td>
<td></td>
</tr>
<tr>
<td>- Drama (2 plays per year)</td>
<td></td>
</tr>
<tr>
<td>- Dance</td>
<td></td>
</tr>
<tr>
<td>- Newspaper</td>
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<tr>
<td>- Yearbook</td>
<td></td>
</tr>
<tr>
<td>- Student Council</td>
<td></td>
</tr>
<tr>
<td><strong>High School CTE activity teachers who have clubs related to classes</strong></td>
<td>$9,184</td>
</tr>
<tr>
<td><strong>H.S. Team Leaders/Department Chairs&lt;sup&gt;c&lt;/sup&gt;</strong></td>
<td>$12,954</td>
</tr>
<tr>
<td>- English</td>
<td></td>
</tr>
<tr>
<td>- ESL/Foreign Language</td>
<td></td>
</tr>
<tr>
<td>- Math</td>
<td></td>
</tr>
<tr>
<td>- Social Studies</td>
<td></td>
</tr>
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<td>- Fine Arts</td>
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<td>- Science</td>
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<td>- Physical Education</td>
<td></td>
</tr>
<tr>
<td>- Special Education</td>
<td></td>
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<tr>
<td>- Career and Technical Education</td>
<td></td>
</tr>
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<td>- Counseling/Fresh Focus</td>
<td></td>
</tr>
<tr>
<td><strong>HS Senior Class Sponsor&lt;sup&gt;e&lt;/sup&gt;</strong></td>
<td>$1,619</td>
</tr>
<tr>
<td><strong>HS Junior Class Sponsor&lt;sup&gt;e&lt;/sup&gt;</strong></td>
<td></td>
</tr>
<tr>
<td><strong>JROTC&lt;sup&gt;e&lt;/sup&gt; (one FTE) JROTC&lt;sup&gt;e&lt;/sup&gt; (two FTE if growth exceeds 15% at the 40th day.)</strong></td>
<td>$1,619</td>
</tr>
<tr>
<td><strong>HS Sophomore Class Sponsor&lt;sup&gt;e&lt;/sup&gt;</strong></td>
<td>$972</td>
</tr>
<tr>
<td><strong>HS Freshman Class Sponsor&lt;sup&gt;e&lt;/sup&gt;</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Elementary Coach&lt;sup&gt;e&lt;/sup&gt;</strong></td>
<td></td>
</tr>
<tr>
<td><strong>HS additional teaching assignment (6th Section)</strong></td>
<td>$35.01</td>
</tr>
<tr>
<td>2010-2011 Formula: $32,384 + 185 work days = $175.05 x 20% = $35.01</td>
<td></td>
</tr>
<tr>
<td><strong>K-8 Grade Level Chairs&lt;sup&gt;e&lt;/sup&gt; (maximum of ten per school to be determined by Principal and Faculty Advisory Committee. If no agreement is reached, five grade level chairs shall be established as follows: Kindergarten and 1st grade/2nd and 3rd grades/3rd, 4th and 5th grades/7th and 8th grades/Special Education and Special Areas). Anything outside of this should be approved by the Assistant Superintendent of Human Resources.</strong></td>
<td>$12,954</td>
</tr>
<tr>
<td><strong>K-8 Activities:</strong></td>
<td>$648</td>
</tr>
<tr>
<td>- Student Council</td>
<td></td>
</tr>
<tr>
<td>- Yearbook</td>
<td></td>
</tr>
<tr>
<td><strong>K-8 Extended Day Activities</strong></td>
<td>$22/hr</td>
</tr>
<tr>
<td>(Extended day activities are those activities funded by tax credit monies. Prior approval by the Principal is required for payment.)</td>
<td></td>
</tr>
</tbody>
</table>

<sup>a</sup>High School & Elementary coaching addenda will be paid throughout the season for the assignment as determined by the Athletic Director with the Human Resources Department in consultation with the Payroll Department. Year long assignments will be paid in two instalments at the end of each semester. All other extracurricular assignments will be paid upon the completion of the assignment, provided appropriate verification has been received by the Payroll Office.

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## SUPPLEMENTAL ASSIGNMENTS—CERTIFIED (WORK THAT OCCURS OUTSIDE OF PROFESSIONAL DAY)

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Days</td>
<td>Per diem</td>
</tr>
<tr>
<td>After School Coordinator</td>
<td>$22/hr</td>
</tr>
<tr>
<td>Assessing IEPs</td>
<td>$22/hr</td>
</tr>
<tr>
<td>Increased Caseload For Speech Language Pathologist’s, Occupational Therapist</td>
<td>Individual therapists salary + 197 paid days = per diem rate + 8 hours per day = individual hourly rate</td>
</tr>
<tr>
<td>and Physical Therapists</td>
<td></td>
</tr>
<tr>
<td>Conduct Staff Development Class</td>
<td>$22/hr</td>
</tr>
<tr>
<td>Credit Recovery Planning and Revision</td>
<td>$880</td>
</tr>
<tr>
<td>CTE Summer Internship</td>
<td>$1,000</td>
</tr>
<tr>
<td>CTE Tech Prep Liaison</td>
<td>$500</td>
</tr>
<tr>
<td>Curriculum Writing</td>
<td>$22/hr</td>
</tr>
<tr>
<td>E3 Lead Site Technology Mentor</td>
<td>$3,000 per site</td>
</tr>
<tr>
<td>Game Supervisor</td>
<td>$1,000 per season</td>
</tr>
<tr>
<td>Game Workers</td>
<td>$10/hr</td>
</tr>
<tr>
<td><strong>Guest Teacher Academy</strong></td>
<td>$120</td>
</tr>
<tr>
<td>Hearing Impaired Interpreter</td>
<td>Per hour based on per diem</td>
</tr>
<tr>
<td>Language Acquisition Mentor</td>
<td>$22/hr</td>
</tr>
<tr>
<td>Prep Class Coverage SC</td>
<td>$18 Per instance</td>
</tr>
<tr>
<td>Professional Development Leadership Team</td>
<td>$22/hr</td>
</tr>
<tr>
<td>School Improvement Planning Committee</td>
<td>$500</td>
</tr>
<tr>
<td>SPED Grade Level Chairs (SPED Funded)</td>
<td>$1,295.40</td>
</tr>
<tr>
<td>Teaching and Tutoring</td>
<td>$22/hr</td>
</tr>
</tbody>
</table>

### SUPPLEMENTAL ASSIGNMENTS - ADDENDA

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>AIMS Coordinator</td>
<td>$5,000</td>
</tr>
<tr>
<td>AIMS Express Program Coordinator</td>
<td>$2,486</td>
</tr>
<tr>
<td>AIMS Program Coordinator</td>
<td>$5,000</td>
</tr>
<tr>
<td>AIMS Tutoring Coordinator</td>
<td>$3,500</td>
</tr>
<tr>
<td>Career Ladder</td>
<td>Varies</td>
</tr>
<tr>
<td>CTE</td>
<td>$972</td>
</tr>
<tr>
<td>DIBELS Site Coordinator</td>
<td>$750</td>
</tr>
<tr>
<td>e-IEP Pro Help Desk Liaison</td>
<td>$750</td>
</tr>
<tr>
<td>ESY Coordinator</td>
<td>$3,000</td>
</tr>
<tr>
<td>Gifted Specialist Stipend – Provisional Endorsement</td>
<td>$1,500</td>
</tr>
<tr>
<td>Gifted Specialist Stipend – Standard Endorsement</td>
<td>$2,000</td>
</tr>
<tr>
<td>Lead Interventionist</td>
<td>$2,500</td>
</tr>
<tr>
<td>Lead Motor Therapist</td>
<td>$2,000</td>
</tr>
<tr>
<td>Lead Nurse</td>
<td>$2,500</td>
</tr>
<tr>
<td>Lead OT</td>
<td>$1,500</td>
</tr>
<tr>
<td>Lead School Psychologist Addenda</td>
<td>$3,000</td>
</tr>
<tr>
<td>Lead SLP</td>
<td>$3,000</td>
</tr>
<tr>
<td>National Board Certification</td>
<td>10% of base</td>
</tr>
<tr>
<td>Nurse</td>
<td>$1,200</td>
</tr>
<tr>
<td>OT &amp; PT Addenda</td>
<td>$3,000</td>
</tr>
<tr>
<td>OT &amp; PT Additional Addenda For Maintaining Arizona License &amp; Professional</td>
<td>$2,000</td>
</tr>
<tr>
<td>Certificates</td>
<td></td>
</tr>
<tr>
<td>Psychologist</td>
<td>$3,000</td>
</tr>
<tr>
<td>Psychologist Additional Addenda For NCSP</td>
<td>$2,000</td>
</tr>
<tr>
<td>Site Technology Mentor</td>
<td>$3,000</td>
</tr>
<tr>
<td>SLP &amp; Audiologist</td>
<td>$3,000</td>
</tr>
<tr>
<td>SLP &amp; Audiologist Addenda For Maintaining Arizona License &amp; Professional</td>
<td>$2,000</td>
</tr>
<tr>
<td>Certificates</td>
<td></td>
</tr>
<tr>
<td>Special Education Mentor</td>
<td>$3,000</td>
</tr>
</tbody>
</table>

** New to 2009-2010
LG. LONGEVITY
A teacher shall receive a longevity payment as specified below after fifteen (15) years of continuous total service in the District. This payment shall continue each year through their 19th year. A teacher shall receive an increased longevity payment of as specified below after nineteen (19) years of total service in the District. This payment shall continue each year through their 23rd year. A teacher shall receive an increased longevity payment as specified below after twenty-three (23) years of total service in the District and shall continue every year thereafter. These payments shall continue each year until retirement or termination of employment.

This longevity payment shall be considered as an additional step on the pay table and payments will be made in equal installments, consistent with the number of pay periods chosen by the teacher and will continue until retirement or termination of employment.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Amount of Bonus</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning 16th - 19th</td>
<td>$1500.00</td>
</tr>
<tr>
<td>Beginning 20th - 23rd</td>
<td>$2000.00</td>
</tr>
<tr>
<td>Beginning 24th +</td>
<td>$2500.00</td>
</tr>
</tbody>
</table>

The following factors shall be a part of the total service:
1. Three-fifths (3/5) or more contract;
2. A contract issued for one-half (1/2) of the student attendance days, within one (1) fiscal year; and,
3. Approved leaves-of-absence shall not be considered a break in the continuity of service; however, the time spent on leave-of-absence status will not apply toward the minimum number of years required for longevity payment eligibility.

ED. NATIONAL BOARD CERTIFICATION
1. Teachers achieving and maintaining National Board Certification from the National Board for Professional Teaching Standards (NBPTS) will receive ten percent (10%) of their base salary; one-half to be funded from M&O and the other one-half to be funded from career ladder. The teacher shall receive the full ten percent (10%) in the school year of notification.
2. In addition, two professional days with substitute coverage will be provided to assist with portfolio preparation in the teacher’s preparation stage.

FE. ACADEMIC CREDIT
1. Academic credit may be earned in any accredited college or university with prior approval by the Superintendent or designee; or risk denial of credit. The Superintendent will consult with the Professional Growth Committee concerning the standards for determining eligibility for academic credit.
2. College courses: graduate college/university level which relate to the participant’s teaching field and which the Human Resource Committee feels will improve the participant as a teacher or will benefit the District and approved by the Superintendent or designee.
3. Instructional/Technological skill courses, which deal with methods, materials, and recent developments, related to the individual’s teaching assignment and approved by the Superintendent or designee.
4. Courses in philosophy, curriculum, Administration, supervision, guidance and counseling which will result in a better understanding of education and the educative process and approved by the Superintendent or designee.
5. There will be no allowances of credit for a course, which has been audited.
6. Credit towards a salary increment is not given for courses needed to qualify for a teaching certificate upon employment, i.e., Arizona Constitution, U.S. Government, student teaching, etc.
7. Courses paid for by the District will count towards professional growth credit.
8. Report on the proper form the intent to take a course before enrollment or accept the risk of denial. Give evidence of completion of course by filing grade slip or transcripts as soon as received (not later than October 1st for salary amendment). If documentation is not received by the Human Resources Department by October 1st, the new salary shall become effective the next year.
9. Teachers may advance no more than one horizontal lane and one vertical step per year, regardless of the amount of time the teacher may have been placed on the maximum step of the previous lane (See also III.A.2).
10. If a staff member has taken credits in a state mandated program or obtained a specialized certificate or classes toward an approved subject area (as defined by separate agreement between the Association and District Administration) that resulted in movement on the salary schedule but did not count toward a Master’s degree, then after the Masters degree is obtained the staff member may use some of their master degree courses for
movement beyond a masters degree to the extent of these program or specialized certificate/endorsement credits.

G. OTHER CONTRACT PROVISIONS
Any person who does not work the full academic calendar shall be paid on a prorated basis for the number of days to be worked for the remainder of the school year; this shall include school days taught plus the number of days required for orientation.

H. PAYROLL DEDUCTION
1. Teachers may sign and deliver to the Board an authorization to deduct membership dues including the Association, AEA, and NEA. Such authorization shall continue in effect unless, subsequent to June 1st and prior to September 15th of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board. The deduction of membership dues upon a member's request shall be made in equal amounts starting with the first full paycheck and ending with the last paycheck. The Board agrees to remit promptly to the respective Associations all monies deducted, accompanied by a list of teachers from whom deductions have been made. Teachers hired after the opening of school may sign up for payroll deductions starting as soon as possible after authorization is received in equal amounts, ending the same paycheck as the teachers above. These procedures will be followed unless prohibited by Arizona Statute.

2. The Association shall hold the Board harmless against all claims, demands, suits, or other forms of liability made against it by reason of payroll deductions.

3. Teachers may sign and deliver to the Board authorization for payroll deduction as defined in district policy, for the purpose indicated:
   - Teacher Organization Dues
   - Desert Schools Credit Union
   - United Way
   - Health and Major Medical Insurance, dependent coverage
   - Tax Sheltered Annuities
   - U.S. Savings Bonds
   - Flexible Spending Accounts for unreimbursed medical expenses, insurance premiums, child or dependent care
   - Tax Credit

   The Board may approve authorization for payroll deductions for other purposes.

I. COMMUNITY EDUCATION
4. All Community School classes fall under the umbrella of the Community Education Department. Therefore, pay rates for instructors and fees for participants for classes shall be compensated at the hourly rate of $22.00 except for those hours contributed pursuant to I.D.5.a of this MOU.

J. JOB SHARING
The topic of job sharing for continuing teachers and the requirements for the various spans are as follows:
Teachers interested in sharing a 1.0 full time equivalent (FTE) teaching position should submit a proposal to the Superintendent by March 15th of the school year prior to the year the position is to be shared. This proposal will include a statement of compatible philosophy in the areas of discipline, classroom organization, teaching techniques, instructional strategies, parent communication, record keeping and grading. It will be up to the sole discretion of the Superintendent to approve the job sharing position. The teachers and the principal will mutually agree upon a work schedule. Either employee may attend the SST, MDC or faculty meetings; however, one must be available at all required times. Positions may only be divided into two equal halves. The insurance coverage for employees on this program will be as follows:
1. The Board shall pay the full premium for the life insurance equal to the nearest one thousand dollars of each employee's salary and participants shall have the option to purchase additional life insurance at the group rate.
2. The Board shall pay for one-half of the premium toward health and welfare benefits for the employee on the program. The remaining premium will be deducted from his/her payroll over the course of the contract period. All other benefits as stated in Section IV(A)(4) through (7) apply to employees of this program. At the
end of the contract year if a job share position is discontinued, the most senior teacher shall have first right to return to the full-time position. The remaining teacher shall be surplused/unassigned at the FTE of his/her contract prior to the program.

IV. EMPLOYEE BENEFITS

A. INSURANCE COVERAGE
1. The Board shall pay the full premium for life insurance equal to the nearest one thousand of each employee's salary. Each employee shall have the option to purchase additional insurance at the group rate.
2. The Board shall pay a designated amount the full premium toward healthcare benefits for each employee, including teachers on one-half (1/2) or more contract, and except for those teachers participating in job sharing.
3. Employees may add dependents to the District's health insurance plan at any time during the year when they have experienced a life status change. This added coverage will be consistent with the rules and procedures established by the District's health care provider.
4. An Insurance Committee shall be established consisting of six (6) twelve (12) members, three (3) appointed by the Board Superintendent, and three (3) appointed by the each Professional Association who is a recognized IBA member. The committee shall consider, review and make recommendations to the Board on all aspects of Board-purchased insurance programs as provided in this contract and other Board policies. The committee will seek input from the IBA team on all proposals prior to seeking bids and IBA endorsement prior to recommending action to the Board. Insofar as any present insurance coverage and carrier is concerned, the committee is directed by the parties to specifically make recommendations as to rebidding. The Board agrees to consider for adoption the recommendations of the joint committee.
5. The Board agrees to make available to the Association all information received from the insurance company or insurance consultant, except any confidential medical information relating to specific employees.
6. Employees on leave of absence approved by the Board may continue insurance through COBRA.
7. An Internal Revenue Service approved pre-tax salary dollar plan for medical insurance premiums, unreimbursed medical expenses and child or dependent care assistance will be established.

B. DEPARTURE FROM DYSART UNIFIED SCHOOL DISTRICT NO. 89
1. District employees will be reimbursed for a maximum of 175 days of accumulated leave upon retirement, resignation or death while in the District's employ. The reimbursement benefits will be provided to employees at the conclusion of the employees' last year of employment as follows, provided the employee's services have been provided in a satisfactory, ethical and professional manner:
   a. Upon resignation, retirement, or death, an employee (or an employee's estate) with ten through nineteen years of continuous service in the District shall be reimbursed for accumulated earned leave at 85% of the substitute rate.
   b. Upon resignation, retirement, or death, an employee (or an employee's estate) with twenty years of continuous service in the District shall be reimbursed accumulated earned leave at 100% of the substitute rate.
2. An employee with 100 or more days of accumulated earned leave must submit a written request for such reimbursement at least one year in advance, and no later than March 1st of the year preceding the contract year of retirement or resignation. This provision may be waived, depending on the District's financial status. The employee may request that payment be made in the current or subsequent fiscal year; however, the District may, at its discretion, determine in which fiscal year the payment shall be made.

C. TEACHER RESIGNATION [Reference DUSD Policy GOQC]
1. Teachers who wish to terminate employment will notify the Human Resources Department in writing, but only after such action has been reported to and discussed with the principal concerned. Notification of resignation will be made prior to the close of the school year to become effective at the end of the school year. A teacher may be allowed to resign prior to or during the school year provided a replacement is available; the teacher gives the Human Resources Department at least thirty (30) days prior notice, and the resignation is approved by the Superintendent and the Board. An employee under contract to the District who resigns without Board approval may be reported to the Arizona Department of Education for unprofessional conduct pursuant to A.R.S. §15-545. Arizona Revised Statutes §15-545 states that a certificated teacher shall not resign after signing and returning the contract unless the resignation is first approved by the Board. A teacher who resigns contrary to this section shall be deemed to commit an unprofessional act and, upon request of the Board, shall be subject to such disciplinary action, including suspension or revocation of certificate, as the state board of education deems appropriate.
2. For those employees who resign at the end of their contract year, their medical, dental and life insurance coverage will continue through June 30th. The District will not grant this extension of eligibility for medical, dental and life insurance to any employee who does not work through the end of his/her contract year. For example, the employee who resigns February 15th will be treated as a terminated employee as of the end of the month.

D. LEAVES OF ABSENCE WITH PAY [Reference DUSD Policy GCCA]

1 Paid Leave
   a. Definition:
      Within this provision, employee shall mean all certificated staff who are represented by the Association. This shall include, but not be limited to, regular classroom teachers, special education teachers, psychologists, speech language pathologists, occupational therapists, physical therapists, registered nurses and teacher specialists.
   b. Paid Leave Overview
      1. At the beginning of the school year, each employee shall be credited with a total of ten (10) days per year for paid leave. Four (4) days will be designated for discretionary leave and six (6) days will be designated for sick leave.
      2. Employees shall provide notice to the Human Resources Department of any paid leave qualifying under the Family Medical and Leave Act.
         a. More than three (3) sick leave days may not be used consecutively without medical documentation.
      3. Part time employees shall be credited with paid leave allowance according to the percentage of service to be performed during the school year.
      4. Any employee who resigns or is terminated during the school years shall have paid leave deducted from his/her accumulation at the ration of days not worked. The employee's salary shall be adjusted to compensate for any paid leave days taken in excess of those earned.
      5. Nonuse Days for Paid Leave: Discretionary and Sick Leave (See Attachments 4 and 5)
         a. Use of discretionary leave and sick leave is not permitted on the following days: [Reference DUSD Policy GCCA-R]
            • The day before and after a holiday or break; Labor Day, Fall Break, Thanksgiving Break, and Winter Break.
            • The day before a holiday or break; Veterans Day, Martin Luther King Day, Presidents' Day and Spring Break.
            • Mandatory State testing days as identified by District Administration, with the following modifications:
              - The Thursday and Friday of week two (2) for AIMS Testing for K-8 sites will not be designated as non-use days.
              - Only one (1) day will be designated as a non-use day during the two (2) weeks designated by the State for 9th Grade Terra Nova testing. This one day will be designated by the high school principal at each site.
         b. This does not apply to cases of employees out on an approved leave, unanticipated illness or emergencies or circumstances beyond the employee's control except that an employee who is out on any of those days will be docked pay unless they are able to provide official documentation supporting the absence. A letter of reprimand will be provided after the second occurrence.
         c. The District will not approve discretionary leave for personal/business purposes for more than ten percent (10%) of the certificated staff on any given day at any given building or ten percent (10%) on the District level.
         d. A teacher planning to use a discretionary day for shall notify his/her principal as soon as possible and not less than three (3) work days in advance by filling out a Pre-Approval for Leave form found on the Intranet under the forms section for Human Resources. This does not apply to cases of unanticipated illness or emergencies or circumstances beyond the teacher's control.
   c. Misuse of Paid Leave
      1. In the first event that it can be shown that the teacher willfully violated or misused this earned leave policy or misrepresented any statement of condition under this policy. The employee may be subject to disciplinary action commensurate with the nature of the violation.
      2. If it is found that the teacher continues to violate the use of such leave after he/she has been reprimanded, the Administration may take appropriate action under the tenure laws of the State of Arizona.
d. Attendance Incentives may be suspended by recommendation from the IBA process in order to establish a budget.

1. Employees who use zero (0) earned leave days during a full semester will receive $150.00 bonus in the paycheck closest to the end of the semester. Employees employed less than a full semester but for at least forty-five (45) instructional days and who use zero (0) days of earned leave will receive a prorata bonus.

2. After achieving continuing status, employees may use five (5) consecutive days of paid leave (combination of sick and discretionary) for any purpose once every five (5) years. Continuing status means those employees who have completed the major portion of three (3) years of employment as defined in state law. (See ARS Section 15-501 (5) and 15-538.01).

2. Voluntary Sick Leave Bank Program [Reference DUSD Policy GCCG]
   a. Any full-time employee may participate in the sick leave bank by contributing one or more earned leave days annually. Such contribution must be from the current year's earned leave. Enrollment is open for 30 calendar days following the first scheduled “work” day for new employees and during benefits open enrollment for continuing employees.
   b. A benefited employee may be eligible to apply if:
      i. It is for a “serious illness or injury” which is defined as a “non work-related illness that is anticipated to last for the continuous period of time of two (2) or more weeks as defined by the employee's licensed health care practitioner except that where time” or
      ii. It is requested for the care of a terminally ill immediate family member to be defined as the employee's spouse and children as well as the parents of the employee or spouse.
   Note: The sick leave bank cannot be used for non-complicated maternity leave. Ordinarily, childbirth is not considered a serious illness.
   c. In order to be eligible to utilize banked time, an employee may not apply may not use until he/she has exhausted earned leave plus two weeks.
   d. An employee may donate no more than five (5) days of sick leave in any one (1) contract year.
   e. The sick leave bank will be a blind bank. The donor employee will designate the donation to an anonymous recipient. There shall be carry-over of unused sick leave in the bank after the end of the fiscal year. A benefited employee may donate earned leave only to a benefited employee who is a member of the same employee group, i.e., administrative, certified or classified.
   f. No benefited employee shall be eligible for the leave assistance program after he/she qualified for long-term disability coverage, or Workman's Compensation.
   g. For purposes of this program, a day equals the number of hours scheduled in the normal working day of the donor.
   h. The Assistant Superintendent for Human Resources shall establish procedures to implement this program.
   i. Based on continuous membership in the bank, each approved applicant is limited to the use of no more than:

      - 1-2 years of membership = 25 days
      - 3-4 years of membership = 50 days
      - 5+ years membership = 100 days

3. Bereavement Leave [Reference DUSD Policy GCCH]
   a. An employee may be granted leave with pay, upon request to the Superintendent, for up to five (5) days during one (1) fiscal year, to be used in the event of death in the employee's immediate family, defined as mother, father, spouse, children, siblings, brother/sister-in-law, mother/father-in-law, daughter/son-in-law, stepchildren, grandparents, grandchildren, and significant other with whom the employee resides.
   b. The employee must complete the Bereavement Leave Request Form and provide supporting documentation. This form is available on the HUMAN RESOURCES website.

4. Jury Duty or Official Subpoena Leave [Reference DUSD Policy GCOD]
   a. Teachers who are required to serve for jury duty or to appear in court in response to an official subpoena will receive full salary during the period of such service. Such service shall not be deducted from paid leave days unless such service results in a conviction that the teacher violated an Arizona Statute. If teachers are receiving salary while on jury duty, salary excluding mileage that is an increase over the miles driven to work, earned from the city or state for jury duty shall be reimbursed to the District. The process for Jury duty for certificated staff is available on the Human Resources website.
b. A teacher who must appear in any legal proceeding connected with his/her employment with the District may be absent without loss of pay, if the teacher is required by law or the District to attend.

5. Visitation Leave [Reference DUSD Policy GCCE]
   a. Upon request to the principal (and the Superintendent), each teacher shall be allowed one (1) day (non-accumulative) to be used to view other instructional techniques.
   b. Additional visitation days may be granted as deemed necessary by a building principal.

6. Professional Leave [Reference DUSD Policy GCCE]
   a. Professional leave days may be granted at the discretion of the Superintendent for District representation at a conference, workshop, curriculum meeting, etc.

E. LEAVES-OF-ABSENCE WITHOUT PAY [Reference DUSD Policy GCCC]
   1. Under any of the circumstances listed in this section, teachers may request extended leaves of absence without pay. Extended leaves shall be for one (1) year, one (1) semester, or the remainder of a semester. Teachers may be granted consecutive leaves. All requests for such extended leaves of absence without pay shall be reviewed by the principal, the Assistant Superintendent for Human Resources and the Superintendent; if the Superintendent, in his/her sole discretion, approves, he/she shall recommend that the leave be granted by the Board.

   2. A certificated employee returning from leave shall be reinstated to a comparable position without loss of accrued earned leave, tenure and retirement or status on the salary schedule, except that an employee will not be eligible for the yearly increment and tenure unless he/she has completed at least one-half (1/2) or more of the total days on duty for teachers per the official school calendar.

   3. The Board is not obligated to return the certificated employee to duty except at the start of a new term or at such time as would not interrupt the instructional program.

   4. Notification of intention to resume employment must be made to the Assistant Superintendent for Human Resources in writing no later than March 1st of the school year for which leave is granted or by November 15th, if the leave is for the first semester or by June 15th, if the leave is for the second semester.

   5. Leaves of absence without pay may be requested under the following conditions:
      a. To engage in Association activities at the local, state or national level.
      b. To campaign for or serve in a county, state or national public office.
      c. To serve in the Peace Corps or any similar government approved educational activity.
      d. To care for a sick member of the teacher’s immediate family.
      e. To serve as an exchange teacher or as an overseas teacher.
      f. To convalesce due to personal illness or disability of a teacher who has exhausted all earned leave available or who has chosen not to use accumulated earned leave. Such medical leave request must be accompanied by a doctor’s certificate. The teacher may return to duty only upon presentation of appropriate medical evidence stating that he/she is able to resume regular work.
      g. To adopt a child. The teacher adopting a child shall be entitled, upon request, a leave to commence at any time during the first year contiguous with adoption after receiving such custody or prior to receiving such custody if necessary to fulfill the requirements for adoption.
      h. To care for a child by an employee or spouse when it is contiguous with the extension of medical leave or the birth of a child.
      i. To fulfill military requirements, the Board shall grant military leaves of absence to a teacher in accordance with existing state and federal statutes.
      j. To gain work experience by a continuing teacher for the purpose of improvement of instruction. If the Professional Growth Committee approves the request and the Board approves, the leave-of-absence shall be granted.
      k. To pursue graduate study at an accredited four (4) year institution of higher education provided the employee will be attending graduate school on a full time basis.
      l. Good cause. The Board for good reason may grant other leaves-of-absence without pay to continuing teachers.

NOTE: Nothing in this section shall be construed to limit an employee’s rights under the Family Medical and Leave Act.

V. WORKING CONDITIONS – The following class size goals are subject to modification based on the budgetary constraints of the district budget.

A. CLASS SIZE GOALS [Reference DUSD Policy IIB]
   1. The Superintendent shall make reasonable efforts to equalize class sizes within grade.
2. The District has formulated goals regarding class size as follows:
   a. High School – The Staffing Formula for Regular Education

   Total Student Enrollment =
   + Total Student Roll-ups
   - Average % of Summer No-shows
   - Average % Drop in 40th to 100th Day Enrollment
   +/- Projected Growth

   \[(\text{Total Student Enrollment}) \times 6\]
   \[\div 5\]
   = Number of Sections

   \[(\text{Number of Sections})\]
   \[\div \text{Class size ratio}\]
   = Number of Teachers

   Class size ratio is set by the Superintendent in collaboration with the Association.

   Notes:
   • The staffing goal is to not exceed 165 daily contacts with a goal that a single core class be less than
     36. The staffing goal is to not exceed 180 daily contacts in activity and performance based courses.
   • Adjustments in teacher and course assignments will be made based on changes in student enrollment
     and registration during the summer. Additional sections and/or staff may be added in accordance
     with the high school staffing model.
   • Within the first 3-5 days of each semester, the processes identified in the high school staffing model
     may be used to make adjustments in staffing.
   • The staffing goal of the HS Guidance Counselor case-loads shall be based upon a ratio range of 400-
     440. Adjustments may also be made to high school guidance counselor caseloads by adding partial
     FTE based on increments of 50 to 200 students.
   • Prior to making adjustments in staffing, site leadership teams will gather input from department
     members and review options. Options for relief will be based on a variety of conditions and factors
     including but not limited to number of students at a particular grade level, academic achievement
     needs, highly qualified teacher status, teacher availability, and point in time. Relief could include a
     variety of options including but not limited to hiring an instructional aide, guest teacher and part or
     full time FTE.

   b. K-8 Class Size
   Goals for class size averages for K-8 are as follows:
   Kindergarten 23 students
   Grade 1 25 students
   Grades 2-3 27 students
   Grades 4-8 30 students

c. Each elementary school class shall be staffed based on projected enrollment and program needs with an
   allocation formula thirty to one (30:1) student/teacher ratio used as a guideline (excluding librarians,
   counselors, career and technical education, special education, and special area teachers).

   Note: Due to budget reductions, class size will be increased by one (1) student at Tier 3 and one (1) student at
   Tier 4.

   3. When a grade level enrollment at an individual school exceeds the District goal for class size by two-four
   students for ten consecutive days, the Superintendent will recommend to the Board that an additional teacher
   will be employed for that grade level as soon as possible provided classroom space is available, qualified
   applicants are available and the District budget allows for such additions to staff.

   4. Special Education Class Size Goals [Reference DUSD Policy IIB]
   It is the intent of the District to maintain a special education student/teacher and student/staff ratio that will
   allow the staff to work effectively and efficiently toward the IEP objectives of each student with a disability
   and to work with classroom teachers to prevent learning problems whenever possible. The goals for
   student/teacher and student/staff ratios shall be as follows:
<table>
<thead>
<tr>
<th>Category/Program</th>
<th>Number of Students</th>
<th>Staffing Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cross-Categorical Resource- Itinerant</td>
<td>25 - 30</td>
<td>1.00 FTE Teacher .75 Instructional Assistant</td>
</tr>
<tr>
<td>Self-Contained Special Needs Preschool (including typicals)</td>
<td>10 – 15</td>
<td>1.00 FTE Teacher .75 FTE Instructional Assistant (2)</td>
</tr>
<tr>
<td>Mild/Moderate Retardation/Autism</td>
<td>10 – 12</td>
<td>1.00 FTE Teacher .75 FTE Instructional Assistant (2)</td>
</tr>
<tr>
<td>Self-Contained Emotionally Disabled</td>
<td>8 – 10</td>
<td>1.00 FTE Teacher .75 FTE Instructional Assistant (2)</td>
</tr>
<tr>
<td>Multiple Disabilities</td>
<td>8 – 10</td>
<td>1.00 FTE Teacher .75 FTE Instructional Assistant (2)</td>
</tr>
<tr>
<td>Speech/Language Therapist</td>
<td>50 – 65</td>
<td>1.00 FTE Speech Lang. Path. .75 Speech Assistant</td>
</tr>
<tr>
<td>Occupational Therapist</td>
<td>60 – 75</td>
<td>1.00 FTE Occupational Ther. .75 COT Assistant</td>
</tr>
<tr>
<td>Physical Therapist</td>
<td>35 – 45</td>
<td>1.00 FTE Physical Therapist</td>
</tr>
<tr>
<td>School Psychologist</td>
<td>1500 – 1800</td>
<td>1.00 FTE School Psychologist</td>
</tr>
</tbody>
</table>

NOTE: When enrollment in Special Education Programs by category exceeds District goals, additional personnel may be required based on individual IEPs. If the number of students exceeds the goal for a class or program, acceptable alternatives may include, but are not limited to:

- Increasing an Instructional Assistant’s hours.
- Addition of an Instructional Assistant.
- Reassigning students to a different teacher/program.
- Adding a teacher.
- Other adjustments acceptable to the Superintendent and Board.

B. DUTIES: TEACHING

1. Preparation Time, Duty Free
   
a. The Administration desires to provide preparation period of forty minutes per day to all grades 1-8 teachers. Both parties agree that an attempt will be made to provide a fair distribution of preparation time to the extent of the funds available. The goal is 40 minutes per day or 200 minutes per week.
   
b. During a preparation period, teachers shall have no other assignment except in an emergency situation. It is expected that teachers will normally devote themselves to preparation and similar professional pursuits during the preparation period. During the course of the week, site administrators should not schedule more than one full preparation period with teams of teachers to meet with Instructional Coaches, Reading Coaches or Administrators.
   
c. Emergencies or the building substitute coverage plan may make it necessary for the Administration to assign teachers to cover a class during their preparation period. Teachers shall be relieved from such duty at the earliest possible time.

   d.— All pay for items listed in items d through g below will be reduced by 10% in Tier 1 cuts and an additional 10% in Tier 2 cuts for a total of 20%

   e. Substitution During Preparation Period: Teachers who substitute in another classroom for an absent teacher shall receive, after four such instances and for a maximum of the next twenty instances thereafter, the following:
      
      - $8 less per missed preparation period; or
      - One and one-half hours of paid leave will be added to the teacher's paid leave bank to be credited as sick leave. The request for one and half hours of paid leave must be submitted in 1 day increments. This means five instances must be documented before the request may be made to add one day.
      - For the twenty-fifth instance and thereafter, teachers who substitute in another classroom for an absent teacher shall receive one and one-half hours of paid leave added to the teacher's paid leave bank. Paid leave will be added only in one day increments with the submission of five documented instances.
      - Payment (either by check or by crediting time to the employee's earned leave bank, whichever is appropriate) shall be made at the end of each semester.
fe. Absent Teacher and Class Splits (K-8 ONLY): Teachers who take additional students into their classroom for a day due to a teacher absence shall receive, after four such instances and for a maximum of the next twenty instances thereafter, the following:

- $18 per day, or
- One and one-half hours of paid leave will be added to the teacher’s paid leave bank to be credited as sick leave. The request for one and one-half hours of paid leave must be submitted in 1 day increments. This means five instances must be documented before the request may be made to add one day.
- For the twenty-fifth instance and thereafter, teachers who take on additional students for the day, shall receive one and one-half hours of paid leave added to the teacher’s paid leave bank to be credited as sick leave. Paid leave will added only in one day increments with the submission of five instances.
- The number of teachers who are able to be compensated for taking additional students during a school day is limited to five (5) per absent teacher.

gf. Absent Teacher and Class Splits (K-8 ONLY) HALF DAY: Teachers who take additional students into their classroom for a half day due to a teacher absence shall receive, after four such instances and for a maximum of the next twenty instances thereafter, the following:

- $9 per day, or
- 45 minutes of paid leave will be added to the teacher’s paid leave bank to be credited as sick leave. The request for 45 minutes of paid leave must be submitted in 1 day increments.
- Half day is defined as a teacher documented absence in AESOP that results in a teacher’s loss of one half day of leave.
- An instance is an instance regardless of whether it is for a whole or half day.

If there is a lack of volunteers, the approved building substitute rotation will be used and teachers shall be compensated as stated above.

2. Preparation for Classroom Activities

a. Preparation should include, but not be limited to:
   1. Planning lessons and/or activities to achieve daily and unit objectives;
   2. Developing the plan and method of evaluating student’s work;
   3. Reviewing subject matter; and
   4. Caring for equipment and materials.

3. Professional Workday

a. The professional workday for teachers shall be based upon their professional responsibilities and duties. Teachers need to arrive in time to be prepared to teach as students arrive. Teachers may be required by the building Administration to report prior to the school day and to remain after the school day to attend to those matters, which properly require attention at that time, including consultations with parents when scheduled directly with the teacher.

b. The length of the day for children per level (K-8 and high school) shall be consistent throughout the District and may exceed state and North Central Association of Colleges and Schools guidelines.

c. All teachers shall receive at a minimum a thirty (30) minute uninterrupted duty-free lunch daily except in emergency declared by principal and approved by the Superintendent.

4. Service to Students and Parents

a. Teachers are expected to spend a portion of their time in providing individual counseling and guidance to students.

b. Teachers shall keep parents informed when students are in danger of failing. Teachers shall be available for conferences according to Board policy.

5. Pupil Promotion

The evaluation of a pupil by his/her classroom teacher shall be given prime consideration in determining the promotion or retention of a pupil. Should, in any instance, the teacher's position relative to promotion or retention be overridden; a full explanation in writing will be given to the teacher involved. All elementary teachers who receive the child the following year shall be notified of the previous teacher's position.

C. STAFF DEVELOPMENT AND EARLY RELEASE MONDAYS

1. The District recognizes the value of teachers having specified time to collaboratively plan. Teachers will be granted one Monday per month to work on grade level/department curricular issues. The dates will be determined at the beginning of each semester after the District calendar needs have been established.
2. Scheduling of activities for Monday afternoon shall be at the discretion of the District, except those designated in paragraph C.1 above. Normally, the schedule of staff development time will not extend more than two hours beyond each school’s non-Monday dismissal time.

3. After the results of each benchmark test are available, two Mondays will be provided for teachers to analyze the data and incorporate the results into their instructional plan.

4. School Staff Development Teams
   School staff development shall be collaboratively planned and implemented in conjunction and aligned to the Continuous Improvement Plan (CIP) process. It shall include campus administrators, district Administrators as needed and teachers.

4. Compensation for Staff Development
   a. When monies are available, compensation for attendance at staff development classes shall be at the rate of $90.00 per day. Pay for these items will be reduced by 10% in Tier 1 cuts and an additional 10% in Tier 2 cuts for a total of 20%.
   b. When monies are available, compensation for writing Curriculum (product results) shall be at the rate of $22.00 per hour. Pay for these items will be reduced by 10% in Tier 1 cuts and an additional 10% in Tier 2 cuts for a total of 20%.
   c. When monies are available, compensation for teaching or tutoring shall be at the rate of $22.00 per hour. Pay for these items will be reduced by 10% in Tier 1 cuts and an additional 10% in Tier 2 cuts for a total of 20%.

D. FACILITIES OR SERVICES
   1. The Board agrees to make available personal computers, printers, audio-visual equipment and duplicating machines to aid teachers in the preparation of instructional material to the extent allowed by the approved District Budget.

2. The Board shall provide:
   a. Adequate chalkboard or whiteboard space in every classroom;
   b. Copies, exclusively for each teacher’s use, of all texts used in each of the courses taught;
   c. A computerized attendance program; and,
   d. Adequate teaching materials required in carrying out the daily teaching responsibility.

3. Upon request and as approved by the principal, teachers shall have access to their work environment outside of the regular school day.

4. Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks, which endanger and/or impair their health, safety or well being. Each school will submit an annual plan regarding safety and security in the work place to the Superintendent. The District campus security guidelines will be followed.

E. FACULTY MEETINGS
   1. Each teacher is expected to play a constructive role by attending and participating in faculty meetings, department meetings and/or grade level meetings.

2. Teachers may be required to attend no more than one (1) faculty meeting per week outside of staff development time. This meeting shall not begin more than one (1) hour before the start of the school day, if held in the morning and shall not extend more than one (1) hour past the end of the school day if held in the afternoon.

3. An agenda and time shall be placed in teacher mailboxes or to the teacher’s e-mail address four (4) hours prior to the meeting. Faculty meetings shall be regularly scheduled and placed on the school’s master calendar.

4. An additional faculty meeting may be called in the event of an emergency (a sudden, unforeseen situation or set of circumstances demanding immediate action). Notice of the meeting and an agenda must be given as soon as possible.

F. WORK DAYS
   1. Teacher work schedule shall be per teacher work calendar. See Attachment 6.

2. Teachers new to the District will be required to attend three (3) new teacher induction days in addition to the teacher work calendar without additional compensation.

G. FACULTY ADVISORY COMMITTEE
   1. A Faculty Advisory Committee ("FAC") consisting of an Association representative, the principal and no fewer than four (4) faculty members elected by the faculty, shall be established at each school unit to facilitate communications between building Administration and teaching staff on matters relating to their particular school. An Association Representative will facilitate the election process. Team leaders/grade level chairs/department chairs should not be FAC representatives.
2. FAC issues are campus concerns and not individual or personnel-related concerns. Every campus concern submitted must be brought to FAC. FAC submissions may be made with or without a signature by placing it into the FAC box. The FAC chair shall make sure that ineligible submissions are not put on the agenda. Submissions are ineligible if they do not meet the current FAC submissions guidelines. If the issue has been previously submitted and addressed, it will not be placed on the agenda again. It is recognized that concerns should be resolved at the lowest level possible for example grade chair or department chair.

3. This committee shall meet monthly. Every consideration shall be given for requests for additional meetings.

4. The first Faculty Advisory Committee meeting shall be scheduled within the first thirty days of school. The election of the FAC chair shall take place at the first meeting.

5. Minutes of the building meeting including responses to concerns raised at the meeting shall be made available to all building staff members, DEA President, the Superintendent and all Cabinet Members as identified by the Superintendent.

6. This committee should not be confused with department heads and building representatives. Major issues not resolved in FAC should be brought to a Association policy meeting and/or referred to an appropriate committee at the site.

H. PARENT - TEACHER CONFERENCES

Parent-teacher conferences are part of the teacher's professional responsibility. At the K-8 level, parent-teacher conferences shall be scheduled twice a year. This does not disallow parents or teachers to request a conference at any time.

I. STUDENT DISCIPLINE

1. A teacher may refer a pupil from class to the principal, or his/her designee, with the appropriate transmittal slip where applicable when the persistence of misbehavior or the disruptive effect of violations make the continued presence of the pupil unacceptable. In such case, the pupil may be excluded from the class for a period of time determined by the Administration after consultation with the teacher. The teacher shall furnish the Administration with appropriate and specific written documentation.

2. In the case of an assault upon a teacher, a complaint, or a lawsuit brought by third parties as a result of action taken by the teacher acting within the scope of his/her duties and responsibilities and while performing his/her duties, the Board shall provide legal counsel. Time lost by a staff member in connection with any incident mentioned in this article shall not be charged against the staff member's salary, or earned leave, but shall be borne by the District.

3. When a parent approaches the Administration concerning a teacher's relationship with a student, the Administration will inform the parent of the Parent Complaint Procedure. If the parent chooses not to have a conference with the teacher, the administrator will inform the parent that he/she will listen to the parent's comments but before any official action can be taken the parent must follow the parent complaint policy. Notwithstanding the foregoing, the District may take appropriate action when so required by federal or state law. Prior to taking such action, the District will confer with the affected staff member and the Association, if requested by the staff member.

4. No reference to the complaint shall be included in the teacher's personnel file unless it is to be the basis for a reprimand and unless the teacher is notified in the usual manner, as prescribed in the Parental Complaint Policy. A joint committee equally comprised of Board and Association representatives shall study proposed changes to the Parental Complaint Procedure. After study, the committee shall submit its recommendations to the Board.

5. If a parent has a complaint with a coach or an extracurricular sponsor, the parent must follow the Parent Complaint Procedure. Notwithstanding the foregoing, the District may take appropriate action when so required by federal or state law. Prior to taking such action, the District will confer with the affected staff member and the Association, if requested by the staff member.

6. Students shall be suspended from school only by the principal or his/her designee. The Administration shall endeavor to achieve correction of student misbehavior, which may be approached through counseling and interviews with the student and his/her parents or other appropriate methods.

7. A District policy description indicating the rights and duties of teachers with respect to student discipline (including corporal punishment and removal of a student from class) shall be presented to each teacher in writing within the first week of school.

8. Teachers, acting within the scope of their duties and responsibilities, may exercise the amount of physical restraint reasonably necessary to protect the safety of students and/or himself/herself.

9. Each school shall establish a placement review committee consistent with A.R.S. §15-841 within the first month/30 days of start of school.
J. SUBSTITUTE ASSIGNMENT
1. When the regularly assigned teacher cannot meet his/her classes, it is essential to the educational welfare of the students that the vacancy be filled in the most expeditious manner possible. Every reasonable effort will be made to fill the vacancy with a substitute teacher.
2. The regular teacher shall have available lesson plans, seating chart where permanent seats are assigned, and other records and materials. Grade books may be required where appropriate.
3. Teachers may arrange for another teacher to cover a class for one period or more during a school day with the principal's or his/her designee's approval, prior to leaving his/her assignment.
4. In case of unanticipated illness or unanticipated utilization of Family Medical and Leave Act time, teachers must notify the District office by 6:00 a.m. of the morning a substitute is needed. Teachers should call prior to the time that the substitute leaves school to let the District substitute caller system know whether to rehire the substitute or not. If a call is not received, the substitute will not be rehired the following day. A substitute will be released at the end of the day UNLESS the employee has notified the District substitute coordinator (Personnel Technician) by 1:30 p.m. or prior arrangements with the District substitute caller system have been made.
5. If proper notification is not made and the substitute and the teacher both appear for work the following day, the substitute teacher will be reassigned.

VI. SUPPLEMENTAL COMPENSATION AND WORKING CONDITIONS

A. ATHLETIC ASSIGNMENTS
1. HIGH SCHOOL [Reference District Regulation GCBA-R]
   a. Whenever possible, principals will schedule teaching assignments in order that teachers can meet their extra duty obligations.
   b. The additional pay for coaches shall be for the season of practice as defined by the Arizona Interscholastic Association and for post season competition for which the team or individuals are eligible such as divisional and state championships.
   c. After completion of the coaching assignment but not later than twenty (20) school days after the state tournament or the last day of school, whichever comes first, the Administration and athletic director (where applicable) shall prepare a written evaluation of all coaches and shall notify them as to his/her recommendation for the following school year's coaching assignment. The athletic director's evaluation will be submitted to the principal. The principal will make final evaluation within five (5) days of the above deadline or the last day of school, whichever comes first. Copies will be given to the coach, athletic director, head coach and District personnel file.
   d. If a coach receives written notice of dissatisfaction and/or if there is a question as to his/her reassignment for the next year's season, the coach is entitled to a hearing. Present at this hearing will be the coach in question, the athletic director, the head coach (if applicable), an Association representative, and one administrator. The Superintendent shall appoint the Hearing Officer. The Hearing Officer shall make a recommended decision for consideration by the Superintendent. The Superintendent's decision shall be final.
   e. If the head coach is to be replaced, no assistants will be assigned until after a new head coach is hired. The head coach will state the necessary qualifications for his/her assistant(s). If a head coach resigns after assistants have been assigned, the assignments will be nullified. The new head coach will give prior assistants first consideration. If a head coach is not replaced by the end of the school year, the principal may appoint the assistants. The principal must approve all assistant assignments.

B. COUNSELORS
1. High school counselors shall have twenty (20) additional days added to their school year at a per diem rate of pay. If any counselor is unable to work these days, the days shall be allocated to another counselor(s) by the principal after he/she has determined the need exists. The principal shall determine the extended contract schedule.
2. All counselors shall serve as members of the District's Crisis Response Team and may expect to be assigned as such in emergencies.

C. TEAM LEADERS/DEPARTMENT CHAIRS/GRADE LEVEL CHAIRS
Team leader/Department Chair/Grade Level Chair is not a vested interest and may be revoked anytime for reasonable cause.
D. LIBRARIANS/MEDIA SPECIALISTS
Librarians at each high school building shall have ten (10) additional days added to their school year at a per diem rate of pay. Pay for these items will be reduced by 10% in Tier I. (NOTE: The K-8 Librarians DO NOT have additional days added to their school year.)

VII. ASSIGNMENT, TRANSFER AND REDUCTION IN FORCE

A. ASSIGNMENT
1. Definition: Assignment - The number of sections and name of classes or grade level to be taught by classroom teachers.
2. Teachers shall only be assigned to an area in which they have an endorsement and are highly qualified and/or is included in their major or minor field of study.
3. The principal shall develop the master schedule and make teacher assignments using input from division chairpersons and/or team leaders. The principal shall distribute the master schedule showing all teacher assignments. Within five (5) days after notification any teacher who does not agree to his/her assignment shall meet with the principal to review the criteria by which the assignment was made.
4. When there is not mutual agreement on the assignment between the teacher and the principal, the matter may be referred to the Superintendent for adjudication. The teacher may be present and may be represented by the Association. The Superintendent shall render a written decision within five (5) days.
5. All teachers shall be given written notices of their assignments for the coming year no later than the first day of the last week of school, unless such notice is not possible due to unanticipated District needs. In those instances where such notice is not possible, the principal shall consult with the teacher prior to making the new assignment.
6. Teacher schedules and assignments shall be made without regard to race, creed, color, national origin, sex, marital status, age, religion, disability or membership in any teacher organization.
7. Any teacher who is transferred to a ‘soft money’, supervisory or administrative position and later returns to teacher status shall be entitled to such rights as teachers have under this memorandum. Previous salary step placement shall be returned to the teacher plus one (1) year step increase for each year as a supervisor or an administrator.
   a. Teachers who are selected as administrative interns for the school year will be offered the opportunity to return to their specific teaching position for the following school year if their internship position is not renewed.
   b. Teachers who accept a position to teach in a new, experimental, or agency funded program or a program, which is later discontinued, shall be reassigned to a comparable position for which they are certified and highly qualified.

B. TRANSFERS [Reference DUSD Policy GCK]
1. Definitions
   a. Vacancy – Any new positions and any openings in current non-administrative, certificated positions which the District has decided to fill.
   b. Transfer
      1. Transfer policy and procedure is established by Board policy and administrative regulation. Generally, it is the movement of a teacher to a different grade level (K-8) or subject area (9-12) a transfer within the current school site or the movement of a teacher to a different school site.
   c. Transfers may be involuntary or voluntary, and may be accomplished in the following ways:
      1. mutual agreement among teachers and principals,
      2. involuntary placement for an opening or
      3. interviewing for a posting.

Transfer and/or assignment change of certificated staff in schools/departments of the District is encouraged whenever opportunities for such change occur due to the opening of a new school/department, or when vacancies become available within existing schools/departments.

Procedures used for voluntary transfer and/or assignment change assure that District employees will be given the opportunity to be considered for similar position openings within the District for which they are qualified, and for which a request for voluntary transfer or assignment change is made.

Procedures used for involuntary transfer and/or assignment change assure that the best interests of the District are foremost in providing the most effective and efficient operation of the District.
Involuntary transfer and/or assignment change may occur at any time, at the discretion of the Superintendent and/or the designated administrative representative, when such transfer and/or assignment change is deemed to be in the best interests of the District.

For all transfer and/or assignment changes, whether voluntary or involuntary, the employee's area of competence and quality of job performance, certification, highly qualified status in the field of study/training, and needs of the District will be taken into consideration when final decisions are made.

d. Seniority – A teacher's seniority is established by the initial date of approval of appointment by the Board. Those teachers whose seniority date is the same shall have their seniority established by lot. The District shall conduct the lottery in a fair, equitable, and reasonable manner with the DFA President or his/her designee present. Once a teacher's seniority has been established by lot, such seniority date shall remain with that teacher as long as the District employs that teacher. Seniority will not be broken but will accrue during:
   1. time lost because of an occupation-related accident;
   2. leaves of absence, paid or unpaid, as set forth in this contract;
   3. use of paid leave; and
   4. periods of layoff.

e. Seniority list – By October 15th of each school year, the Board will publish and distribute to all teachers and the Association a seniority list ranking each teacher from the greatest to least seniority. This list shall also itemize, after each name, such teacher's area (+) of certification and highly qualified confirmation. A finalized list shall be provided to the Association by March 1st of each year, which shall include all corrections, deletions, and additions of teachers for the school year.

fe. Surplus/Unassigned – a teacher becomes surplus/unassigned when the position they are currently assigned is eliminated for the current or following school year.

gf. Interim – A teacher whose contract begins on or after the 92nd day of student attendance and is contracted through the end of the current school year with no contractual obligation by the District for the following school year. In the event the employee is contracted for the following school year, the employee is not eligible for step movement.

2. Notification of Vacancies: Notification shall take place in accordance with District Board policy and regulation. The applicable policy and regulation is found in Appendix A.

3. Involuntary Transfers
   a. Involuntary transfers may occur to relieve overstaffing (also referred to as surplus/unassigned) to fulfill critical needs, to accommodate program changes and for other justifiable reasons deemed to be in the best interest of the District.
   b. A teacher being involuntarily transferred shall not have their compensation reduced as a result of the involuntary transfer. With the teacher's agreement, the teacher may be transferred to a position not equivalent to the teacher's previous position.

4. Involuntary Transfer Selection Procedures
   a. Prior to making any involuntary transfers, the District shall seek volunteers by sending a notice to all teachers stating the areas of surplus/unassigned (grade, subject, school) and listing all vacancies.
   b. When an involuntary transfer is necessary, seniority shall govern unless a teacher's area of competency, major or minor field of study, and other relevant factors, including but not limited to, state, local, and federal laws, and rules and regulations will significantly impact the educational program. If such relevant factors exist and significantly impact the educational program, the principal may transfer the next least senior teacher. The principal shall in all cases act in good faith. If the teacher selected by the principal to be involuntarily transferred is not the least senior teacher and is otherwise equally qualified, the teacher declared surplus/unassigned has the right to initiate the grievance policy.

5. Mid-year Voluntary Transfers [Reference DUSD Policy GDR-R]
   a. A teacher may submit a request for transfer at any time, whether or not a vacancy exists.
   b. A request to transfer will not be granted if the teacher has been under a Plan of Improvement Agreement (PIA) for classroom deficiencies during the current year unless the teacher's current supervisor agrees and the principal desiring to grant the transfer request agrees to continue the PIA until the areas requiring improvement have been completed.
   c. From May 1 through the following academic school year, teachers will not be able to transfer from their assigned position unless mutually agreeable to the teacher involved and the principal(s) and approved by the Superintendent.

6. Teachers Returning From Leave
   a. If a teacher goes on leave on or after the 91st day of school for less than one (1) school calendar year, then the returning teacher shall go back to the position that he/she held at the beginning of the leave as though he/she had not been on leave.
b. If a teacher goes on leave and the position that teacher held no longer exists when he/she returns from leave, or was filled by another teacher at the time he/she went on leave, then the teacher returning from leave shall be accorded all of the rights and privileges that are offered any other teacher. Specifically, the teacher will be afforded the opportunity participate in the transfer process (GCJ-R, Appendix A).

c. Notwithstanding the foregoing, any teacher utilizing Family and Medical Leave shall be afforded all rights as provided by law.

C. REDUCTION IN FORCE [Reference DUSD Policy GCQA]

1. Reduction in Force - The Board has full authority to reduce the number of teachers in the District in accordance with Arizona Revised Statutes.

   a. The Board will make a decision regarding staff reduction prior to April 15th for any actions to be taken during the following fiscal year.

   b. The procedures to be utilized when it is determined that there is to be a reduction in force are as follows:

      i. The District shall use the district-wide seniority list

      ii. The areas/grade levels where reductions are to occur will be identified.

      iii. The qualifications of affected personnel will be determined for which they are certified and in areas in which they are highly qualified.

      iv. Callback offers will be made starting with the most senior certified and highly-qualified staff member on the list of teachers laid off and continue in order of seniority.

      v. Staff members on the callback list may refuse three (3) positions before being placed on the bottom of the callback list.

      vi. Personnel will be maintained on the callback list for three (3) years from the date of layoff.

VIII. GRIEVANCE PROCEDURE [Reference DUSD Policy GBK]

A. DEFINITIONS

1. A grievance is a claim upon an employee's belief that there has been a violation, misinterpretation or misapplication of the provisions of this MOU or established Board policy governing or affecting the employee. The grievance procedure shall not apply to any matter which is prescribed by law, by state regulations, or over which the Board is without power to act.

2. An “aggrieved person” is a teacher or group of teachers asserting a grievance.

3. A “party in interest” is the person or persons making the grievance or any person(s) who might be required to take action or against whom action might be taken in order to resolve the grievance.

4. The term “days” when used in this instrument shall mean working school days.

5. The word “superintendent” shall mean the Superintendent or any person designated by him/her to act in his/her behalf.

B. PURPOSES

1. As problems arise good morale is maintained by the sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure at the lowest level equitable solutions to the problems, which may arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate to any level of the procedure.

2. Nothing contained herein will be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted, provided the adjustment is consistent with provisions of this MOU or established Board Policy. The Association shall have the opportunity to be present and to state its views at any level in a formal grievance procedure at the request of the teacher or with the approval of the teacher.

C. GENERAL PROCEDURES

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, time being made of the essence herein, and every effort should be made to expedite the process in less than maximum times set. The time limit specified may be extended by mutual agreement in writing between the grievant and the appropriate level administrator.

2. In the event a grievance is filed on or after termination of the school year, which if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the parties agree to make good faith effort to reduce the time limits set forth herein so that the grievance procedure may be completed before the end of the school term or as soon thereafter as is practicable.
3. In the event a grievance is filed so that sufficient time as stipulated at any level of the procedure cannot be provided before the last day of school, notwithstanding the provision set forth in VIII.C.2. of the Article, and should it be necessary to pursue the grievance to higher levels of appeal, said grievance shall be resolved in the new school term in August according to the terms of this policy, unless the parties mutually agree to proceed to settlement without delay.

4. Upon selection and certification by the Association, the Board shall recognize one (1) or more grievance representatives in each building and a central Association grievance committee. The Association shall provide notice of the designation of grievance representatives no later than the first week of the school year to the Assistant Superintendent for Human Resources and appropriate administrators. If such designation changes, the Association shall provide such notice of the newly designated grievance representative within one week of appointment. Such notice shall include telephone numbers at which the designated representative may be reached and an alternate grievance representative who may be contacted if the designated grievance representative is unavailable or cannot be reached within one working day.

D. INITIATION AND PROCESSING
All grievances will be treated as priority items and will be resolved at the earliest possible time.

E. INFORMAL PROCEDURE
If a teacher(s) feels that he/she has a grievance he/she must first discuss it with the principal, either individually or through the Association’s grievance representative, or accompanied by the grievance representative, in an effort to resolve the problem informally. If the problem is not resolved through the discussion, the teacher or Association representatives shall indicate to the administrator that such discussion shall constitute the informal level. If satisfaction is obtained after the informal discussion and if the same grievance reoccurs after the ten (10) day limit, the grievance shall proceed to Level One automatically. In the event that the informal grievance is to be resolved, the Assistant Superintendent for Human Resources shall be provided with notice of the subject matter of the informal grievance and the proposed resolution prior to implementation of the resolution.

F. FORMAL PROCEDURE
1. Level One - School Principal or Immediate Supervisor
   a. If an aggrieved person(s) is not satisfied with the outcome of the informal procedure, he/she may file a written grievance within the five (5) working days following the administrator's informal decision. The written grievance shall be submitted to the principal or appropriate administrator. Information copies are to be sent by the aggrieved party to the grievance representative of the Association and to the Assistant Superintendent for Human Resources. If the same grievance reoccurs, the grievance shall proceed to Level Two automatically.
   b. The aggrieved person(s) or the principal may request a conference prior to the rendering of the decision. The teacher may (a) discuss the grievance personally, (b) request that an Association grievance representative accompany him/her or (c) request that an Association grievance representative act on his/her behalf. Any request that an Association grievance representative act on the teacher’s behalf without the teacher’s presence must be made in writing and presented to the principal at the time of the conference.
   c. The principal or other appropriate administrator within ten (10) working days after receipt of the grievance or within five (5) working days after the personal conference (whichever is later), shall render a written decision to the aggrieved person(s) with a copy to the grievance representative of the Association and the Assistant Superintendent for Human Resources.

2. Level Two - Mediation
   a. If the aggrieved person(s) is not satisfied with the decision at Formal Level One, mediation may be requested within ten (10) working days after the Level One decision is received. The appropriate Assistant Superintendent, or designee, and an Association Representative from the Association shall meet with all parties to mediate a solution.
   b. The appropriate Assistant Superintendent or designee, will receive for review any documentation provided by both parties five (5) days prior to mediation. Mediation shall be scheduled within 10 days of the request.

3. Level Three - Superintendent of Schools
   a. If Level Two mediation was unsuccessful, an aggrieved person(s) may, within five (5) working days after the final Level Two Mediation session, file his/her grievance with the Superintendent.
   b. The Superintendent shall schedule a meeting to take place within ten (10) working days from the receipt of the written grievance from the aggrieved person(s) with the purpose of resolving the grievance. Persons entitled to take part in this meeting shall be:
i. A maximum of three (3) two (2) administrators designated by the Superintendent, who may include himself/herself as one (1) of the two (2), three (3).
ii. A maximum of two (2) Association representatives.
iii. The principal or appropriate administrator who was involved at Level One.
iv. The aggrieved person(s). These persons shall be given five (5) days notice in writing of the time and place of the meeting.
c. The Superintendent shall within five (5) days after this meeting, render his/her decision in writing to the aggrieved person, the principal, or appropriate administrator, and the Association.

4. Level Four - Hearing Officer
Only those grievances that contest the imposition of disciplinary action may be appealed to a Hearing Officer who shall make a recommended decision to the Board. This provision does not apply to disciplinary action consisting of a suspension of more than ten (10) days or dismissal. [Appeal of any disciplinary action consisting of a suspension of more than ten (10) days or dismissal is governed by Arizona statutes.]
a. If an aggrieved person(s) is not satisfied with the Superintendent’s decision concerning his/her grievance at Level Three, he/she may, within ten (10) working days from the receipt of the Superintendent’s decision, file his/her grievance appeal with the Assistant Superintendent for Human Resources.
b. The Assistant Superintendent for Human Resources and the Association shall meet to select a Hearing Officer who shall hear the appeal.
c. The Hearing Officer shall conduct a hearing utilizing commonly accepted procedural rules for administrative hearings and the Hearing Officer shall issue a recommended decision to the Board within thirty (30) days of the hearing.
d. The Board shall decide whether to accept or reject the recommended decision of the Hearing Officer and the Board shall determine the appropriate level of discipline, if any, in the matter.

G. INITIATION OF GROUP GRIEVANCES
1. Where teachers in more than one (1) school have a common grievance, the Association, upon their request may initiate a group grievance in their behalf. In such cases a written grievance shall be filed with the Superintendent as described in Section VIII.F.2.b. and information copies of the grievance shall be sent simultaneously to the principals of the employees involved.
2. The procedure for the group grievance shall then follow the steps as described above at Level Two and Three if necessary.

H. THE ASSOCIATION AS A PARTY IN INTEREST
1. When an aggrieved teacher declines to pursue his/her remedies either informally or formally, and when the Association deems that the grievance is one that has great importance or serious implications for members of the Association as a group, the Association may initiate proceedings to pursue a settlement of the grievance for that teacher. However, the teacher may be requested to attend the hearing as a resource to the proceedings. The Association as herein described shall have all the rights, privileges, and defenses as the party for whom it is substituting would have had.

I. GENERAL PROVISIONS
1. Reprisals shall not be taken against any teacher, any party in interest, and Association representative or any other participant in the grievance procedure by reason of such participation.
2. The filing or pendency of any grievance under the provisions of this MOU shall in no way operate to impede, delay or interfere with the rights of the Board to take the action complained of, subject, however, to the final decision on the grievance.
3. The Association shall have the right to be present to state its views at all stages of the grievance procedure. Any employee may choose to be represented by a person(s) or his/her choosing at any level of the grievance procedure.
4. Failure at any step in this procedure to communicate decisions in writing as called for on a grievance within the specified time limits shall permit the grievance to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and there shall be no further right to appeal.
5. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
6. If any member of the Association’s grievance committee is a party in interest to any grievance, he/she shall not serve as the Association’s grievance representative at processing of such grievance.
7. The Board and the Administration will cooperate with the Association in its investigation of any grievance, and further, will furnish the Association with such information as is requested, other than privileged information,
for the processing of any grievance within five (5) working days of the request provided such information is available in the form requested.

8. Any grievance shall not be recognized by the Board or the Association unless it shall have been presented to the appropriate level within thirty (30) days of the time the aggrieved person(s) knew, or should have known, of the act or condition on which the grievance is based, and if not so presented, the grievance shall be considered as waived.

9. A grievance may be withdrawn at any level without prejudice or record. It cannot be reopened so long as the Association and the aggrieved person(s) have agreed to the withdrawal.

10. All sessions held in connection with the processing of grievances, shall be in closed sessions and no news releases shall be made concerning the process of the hearing.

IX. EVALUATION SYSTEM [Reference DUSD Policy GCO]

A. DURATION AND EVALUATION
   The current Teacher Evaluation System — Pathwise (ETS) and Praxis III (ETS) — shall not be changed for the duration of this MOU without notice to the Association and opportunity to discuss such changes. A joint committee equally comprised of Association and Board representatives will assess the effectiveness of the Evaluation System during the school year and make recommendation to the Board for change (if necessary) for the following school year. If requested by Association or Administration the joint committee will be established on or before April, and the committee's recommendation shall be made to the Superintendent prior to August 1.

B. RIGHT TO REBUTTAL
   1. The teacher evaluation system shall provide a method for the teacher to rebut a negative evaluation. The grievance procedure can be used for alleged violations of the evaluation procedures, but not for disagreement with the opinions of the evaluator.

X. DISCIPLINE AND PARENT COMPLAINTS

A. PARENTAL COMPLAINT PROCEDURE [Reference DUSD Policy KE]
   1. The parent shall be encouraged to confer with the staff member involved concerning the complaint before initiating the following procedure.
   2. If not satisfied with the outcome of that conference or if the parent refuses to confer with the staff member, the parent may obtain a statement of intent to pursue the matter through the Parental Complaint Procedure from the school office. (Informal communication between the parent and/or principal, and/or staff member is encouraged prior to Step 3.)
   3. The immediate supervisor provides the parent with a copy of the Parental Complaint/Appeal Procedure and notifies the teacher of the pending complaint, if appropriate, prior to interviewing students or scheduling a meeting with the concerned parties. This meeting will occur within two (2) school days of the receipt of the intent form. A summary of the conference and proposed resolution will be written by the supervisor and made available to the involved parties within one (1) school day.
   4. If the parent does not agree with the proposed resolution, then an appeal may be filed following the procedures outlined in the Parental Complaint/Appeal Procedure.
   5. Notwithstanding the foregoing, the District may take appropriate action as required by federal and state law. Prior to taking such action, the District will confer with the affected staff member and the Association, if requested by the staff member.
   6. Complaints regarding sponsors and coaches - Complaints regarding sponsors and coaches of student extracurricular activities and athletics are processed at the building level. The decision of the building principal is final.

B. DISCIPLINE OR REPRIMAND [Reference DUSD Policy GCQF]
   1. Teachers are expected to comply with reasonable rules, regulations, and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Memorandum, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well being or is professionally demeaning.
   2. The Association recognizes that abuse of sick leave or other leave, chronic tardiness or absence not protected by the Family Medical and Leave Act, willful deficiencies in professional performance, or other violations of
discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline shall be promptly reported to the offending teacher.

3. A teacher shall have the right to have an Association representative (or his/her designee) present when he/she is being warned, disciplined or reprimanded for serious infraction of rules or delinquency in professional performance. The teacher shall be given sufficient notice including the subject of discussion. When a request for representation is made, no formal disciplinary action shall be taken with respect to the teacher until the representative or alternate representative is given a reasonable opportunity to be present. All written information forming the basis for the reprimand shall be made available to the teacher and the representative.

4. Teachers shall not be disciplined, or reprimanded without just cause.

5. Teachers shall not be disciplined or reprimanded in the presence of students, parents, other employees (except his/her representative), or at public gatherings.

C. SUSPENSION OR DISMISSAL

1. The principal shall have the right to discuss possible infractions of school policy or regulations with a teacher at any time. Prior to any meeting with a teacher, the principal shall indicate the subject to be discussed. The teacher has the right to have an Association representative of their choice present, and if requested, the meeting shall not begin until the representative or alternate representative is given a reasonable opportunity to be present. Both parties shall make every effort to schedule the meeting in a timely manner.

2. Nothing in this MOU shall interfere with the right of the Board to terminate a probationary teacher. Termination of a probationary teacher is not subject to the grievance procedure. Dismissal or suspension from duty is subject to the provisions of the school laws of Arizona and the policies of the Board. Probationary teachers who do not show evidence of sufficient professional growth or promise may be dismissed.

3. The Board or the Superintendent shall, in cases where notice of dismissal or termination is given, state in the notice the reasons for the dismissal or termination.

4. Teachers may be dismissed only in the manner prescribed by law.

5. Probationary teachers who receive notification of nonrenewal of their contract on or before April 15th of any school year shall be entitled to a conference with the Assistant Superintendent for Human Resources. This conference must be requested within ten (10) working days of the receipt of the non-renewal notice and be held within ten (10) working days of the request. The teacher has the right to have up to three (3) Association representatives present at the conference.
PROFESSIONAL STAFF ASSIGNMENTS 
AND TRANSFERS

The Superintendent will implement the following procedures for internal transfers of teaching staff interested in transferring positions for the start of the next school year:

Timeline/Procedure

Round One:

Step 1  Staffing allocations are provided to building administrators.

Step 2  Building administrators identify vacancies and unassigned staff. Building administrators will make every effort to place all current staff. Placements must meet certificate and highly qualified requirements.

Step 3  Administration places into the vacancies all unassigned staff and any employees returning from a leave of absence. Human resources (HR) notifies unassigned staff and employees returning from a leave of absence of their placement for the next school year.

Step 4  Tuesday AM - Open Positions are posted and notices to employees are sent by e-mail with a link to the Open Position List. Procedures and dates for Round One and Round Two will be included in the e-mail notification. In this notice they will be told they must make themselves available for a potential Thursday, Friday or Saturday interview. The teacher must be available for the interview when scheduled or lose the opportunity to interview. Internal Transfer Application for Teachers will be available on the HR website (a link will be provided).

Step 5  Wednesday Noon - Teacher must send an e-mail to the building administrator at the school where the teacher would like interview.

Step 6  Wednesday End of Work Day - Building administrator will notify teacher of interview for Thursday, Friday or Saturday.

Step 7  Interview - Teacher must bring to the interview the completed Internal Transfer Application for Teachers and documentation supporting appropriate certification and highly qualified status for the position for which they are interviewing. If the teacher is currently on a Performance Improvement Agreement (PIA) please see "Other Procedure Components" for additional information.
Step 8 Notification of Selection - Prior to making a decision, the building administrator must contact the teacher's current building administrator and obtain a reference check. The building administrator notifies the successful candidate(s) that s/he is going to be recommended for transfer.

Step 9 Acceptance of Transfer - By Monday 10:00 AM - The teacher must provide the building administrator with a response.

Step 10: By Monday Noon - Once accepted by the teacher, the building administrator must submit the recommendation for transfer, reference check documentation, Internal Transfer Application for Teachers, and certificate and highly qualified documentation to human resources for processing. Human resources will verify the eligibility of the teacher and notify the building administrator when the verification is completed. If teacher does not meet the eligibility requirements the building administrator may submit a new recommendation. This second recommendation must be made by close of business on Monday. The building administrator could opt to put the opening into Round Two if they do not have a second recommendation.

**Round Two:**

Step 11: The Tuesday morning following Round One interviews, all open positions are posted and notice to employees is sent out by e-mail with a link to the Open Positions List. The next steps are the same as Step 5 through 10 above.

**Round Three:**

All open positions are posted a week later on Tuesday morning with notice to employees sent out by e-mail with a link to the Open Position List. These positions will be available to in-District and out-of-District candidates.

From this point forward, all open positions will be updated on a daily basis. Staff members will have to check daily to see if there are positions for which they are interested in applying.

**Internal Voluntary Transfer Procedure Ends**

The Voluntary Transfer Procedure ends ten (10) days after contracts are due or May 15 whichever date is later. This means that teachers will not be able to transfer from their assigned position after this date unless mutually agreeable to the teacher involved and the principals as approved by the Superintendent.
Other Procedure Components:

- All staff that apply for an opening and send e-mail notification requesting an interview will be interviewed.

- A request to transfer will not be granted if the teacher has been under a plan of improvement (PIA) for classroom deficiencies during the current year unless the teacher’s current supervisor agrees and the principal desiring to grant the transfer request agrees to continue the PIA until the areas requirement improvement have been completed.

- The Internal Transfer Application for Teachers will ask the following:
  - During the current school year have you been on a PIA?
  - If yes, are you still on a PIA?
  - If you have been or if you are still on a PIA, will your current building administrator release you to transfer to another school? If you answer yes, then you must print the Administrator Release Form and have your administrator sign the form indicating his/her willingness to have you transfer. You must bring this signed document to your interview and provide it to the interviewing administrator. Remember that if you are still on a PIA the administrator who accepts your request for transfer must agree to continue the PIA until the areas requiring improvement have been completed.

- The interview process is intended to identify the best candidate for the position while supporting Governing Board goals and allowing teachers to pursue professional options.

- There shall be interview teams that include an administrator, one to two (1-2) grade level members or department chair or representative. Optional team members could include Dysart Education Association (DEA) representatives or instructional/reading coaches.

- Notification to selected and non-selected staff requesting an internal transfer:
  - Human resources shall notify selected staff members that their transfer has been approved for the following school year.
- Building administrators shall inform interviewed staff members requesting a transfer that they were not selected. First attempt should be made by phone. E-mail should be sent if phone contact could not be made. After phone contact, e-mail notification should be done for verification. Individuals should be provided with a response on or before Monday noon after the individual has been interviewed and the selection has been made.

- Feedback from administration should be given upon request.

- There is not an appeal process.

- Assistance may be available to individuals who request help with transfers from the Assistant Superintendent for Human Resources when an individual's transfer request has not been granted and where the individual has made five (5) requests in two (2) years without success and the individual is a continuing teacher. The recommendation of the Assistant Superintendent for Human Resources will be brought to the Superintendent and the Superintendent's decision is final.
### 2010-2011 Certified Salary Schedule
(Teachers, Nurses, Counselors)

<table>
<thead>
<tr>
<th>BA</th>
<th>BA+15</th>
<th>MA/BA30</th>
<th>MA+15</th>
<th>MA+30</th>
<th>MA+45</th>
<th>MA+60</th>
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</thead>
<tbody>
<tr>
<td>E</td>
<td>$32,384</td>
<td>$33,678</td>
<td>$35,025</td>
<td>$36,426</td>
<td>$37,883</td>
<td>$39,399</td>
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<tr>
<td>E1</td>
<td>$33,112</td>
<td>$34,436</td>
<td>$35,813</td>
<td>$37,246</td>
<td>$38,735</td>
<td>$40,285</td>
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<tr>
<td>E2</td>
<td>$33,857</td>
<td>$35,210</td>
<td>$36,619</td>
<td>$38,083</td>
<td>$39,608</td>
<td>$41,191</td>
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<tr>
<td>E3</td>
<td>$34,618</td>
<td>$36,002</td>
<td>$37,443</td>
<td>$38,940</td>
<td>$40,498</td>
<td>$42,118</td>
</tr>
<tr>
<td>E4</td>
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<td>$36,813</td>
<td>$38,285</td>
<td>$39,817</td>
<td>$41,409</td>
<td>$43,067</td>
</tr>
<tr>
<td>E5</td>
<td>$36,193</td>
<td>$37,641</td>
<td>$39,146</td>
<td>$40,713</td>
<td>$42,341</td>
<td>$44,035</td>
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<tr>
<td>E6</td>
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<td>$40,028</td>
<td>$41,629</td>
<td>$43,295</td>
<td>$45,026</td>
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<td>E7</td>
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<td>$41,850</td>
<td>$43,524</td>
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<td>$47,075</td>
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<tr>
<td>E9</td>
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<td>$ -</td>
<td>$42,791</td>
<td>$44,503</td>
<td>$46,282</td>
<td>$48,133</td>
</tr>
<tr>
<td>E10</td>
<td>$ -</td>
<td>$ -</td>
<td>$43,754</td>
<td>$45,503</td>
<td>$47,323</td>
<td>$49,216</td>
</tr>
<tr>
<td>E11</td>
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<td>$ -</td>
<td>$44,738</td>
<td>$46,527</td>
<td>$48,388</td>
<td>$50,324</td>
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<tr>
<td>E12</td>
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<td>$ -</td>
<td>$47,574</td>
<td>$49,478</td>
<td>$51,456</td>
</tr>
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<td>$ -</td>
<td>$48,645</td>
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<td>$52,614</td>
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<td>E14</td>
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<td>$49,740</td>
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<td>$ -</td>
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<td>$55,008</td>
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<td>$ -</td>
<td>$ -</td>
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<td>$ -</td>
<td>$ -</td>
<td>$58,806</td>
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<tr>
<td>E19</td>
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<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$60,129</td>
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<tr>
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<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$61,482</td>
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<td>E21</td>
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<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$62,865</td>
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### Longevity Bonus

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<th>Amount</th>
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<td>16 to 19 years</td>
<td>$1,500</td>
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<tr>
<td>20 to 23 years</td>
<td>$2,000</td>
</tr>
<tr>
<td>24 or more years</td>
<td>$2,500</td>
</tr>
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</table>

### Self Contained Special Education Teachers – IDEA Addendum – Spread over all pays. - $3,000.00

### Additional Compensation - Proposition 301 Revenue

Proposition 301 monies are based on estimated revenue from voter-approved taxes for certified compensation and classroom improvement. There are three components to Proposition 301. Of the revenues available the monies are designated for distribution as follows:

<table>
<thead>
<tr>
<th>Prop 301 Fund %</th>
<th>Prop 301 Designated Uses</th>
<th>Fund</th>
<th>Estimated Revenues per eligible staff member for 2010-2011*</th>
<th>Implementation</th>
</tr>
</thead>
<tbody>
<tr>
<td>20%</td>
<td>For teacher based salary increases</td>
<td>$850.00</td>
<td>Given to all eligible employees with each pay check</td>
<td></td>
</tr>
<tr>
<td>40%</td>
<td>Classroom Site Fund (M&amp;O purposes)</td>
<td>$1,700.00</td>
<td>Given to all eligible employees with each pay check</td>
<td></td>
</tr>
<tr>
<td>40%</td>
<td>Pay for Performance Program**</td>
<td>$1,325.00</td>
<td>Eligible employees between steps E - E3 to receive in Fall 2010</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pay for Performance Program**</td>
<td>$1,925.00</td>
<td>Eligible employees between steps E4 - E10 to receive in Fall 2010</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pay for Performance Program**</td>
<td>$2,450.00</td>
<td>Eligible employees between steps E11 - E21 to receive in Fall 2010</td>
<td></td>
</tr>
</tbody>
</table>

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**The District’s Pay for Performance Program shall be the one adopted by the Governing Board

Pursuant to A.R.S. § 15-544, notice is hereby given that Dysart Unified School District No. 89 may implement a general salary reduction, to be implemented equitably among all teachers who are subject to A.R.S. § 15-544, during fiscal year 2010-2011. The details of the general salary reduction are contained in the proposed contracts for 2010-2011 that have been or will be issued to Administrators.

Approved by Governing Board on ___________

MOU 2010-2011
Attachment 1
# Occupational Therapist and Physical Therapist
## 2010-2011 Salary Schedule

<table>
<thead>
<tr>
<th>Step</th>
<th>OT BA/PT BA</th>
<th>OT MA/PT MA</th>
<th>OT DOC/PT DOC</th>
<th>PhD</th>
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<td>$41,010</td>
<td>$43,094</td>
<td>$45,179</td>
<td>$47,264</td>
</tr>
<tr>
<td>4</td>
<td>$42,191</td>
<td>$44,276</td>
<td>$46,360</td>
<td>$48,445</td>
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<td>$45,457</td>
<td>$47,541</td>
<td>$49,626</td>
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<td>6</td>
<td>$44,554</td>
<td>$46,638</td>
<td>$48,723</td>
<td>$50,807</td>
</tr>
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<td>$51,988</td>
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<td>$55,018</td>
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<td>$50,459</td>
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<td>$56,712</td>
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<td>$55,809</td>
<td>$57,893</td>
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<tr>
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<td>$52,821</td>
<td>$54,905</td>
<td>$56,989</td>
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<tr>
<td>14</td>
<td>$54,002</td>
<td>$56,086</td>
<td>$58,170</td>
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<tr>
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<td>$57,267</td>
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<td>$63,797</td>
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<td>$60,810</td>
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<tr>
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<td>$63,172</td>
<td>$65,255</td>
<td>$67,339</td>
</tr>
</tbody>
</table>

Speech Language Pathologists, Physical Therapists and Occupational Therapists – IDEA Addendum – spread over all pays - $3,000.00
Formula to calculate case load coverage due to short of Speech Language Pathologists; Occupational Therapists; and Physical Therapists: Staff member salary + 197 paid days = per diem rate + 8 hours per day = individual hourly rate.

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Proposition 301 monies are based on estimated revenue from voter-approved taxes for certified compensation and classroom improvement. There are three components to Proposition 301. Of the revenues available the monies are designated for distribution as follows:

<table>
<thead>
<tr>
<th>Prop 301 Fund %</th>
<th>Prop 301 Fund Designated Uses</th>
<th>Estimated Revenues per eligible staff member for 2010-2011*</th>
<th>Implementation</th>
</tr>
</thead>
<tbody>
<tr>
<td>20%</td>
<td>For teacher based salary increases</td>
<td>$650.00</td>
<td>Given to all eligible employees with each pay check</td>
</tr>
<tr>
<td>40%</td>
<td>Classroom Site Fund (M&amp;O purposes)</td>
<td>$1,700.00</td>
<td>Given to all eligible employees with each pay check</td>
</tr>
<tr>
<td>40%</td>
<td>Pay for Performance Program**</td>
<td>$1,325.00</td>
<td>Eligible employees between steps E - E3 to receive in Fall 2010</td>
</tr>
<tr>
<td></td>
<td>Pay for Performance Program**</td>
<td>$1,925.00</td>
<td>Eligible employees between steps E4 - E10 to receive in Fall 2010</td>
</tr>
<tr>
<td></td>
<td>Pay for Performance Program**</td>
<td>$2,450.00</td>
<td>Eligible employees between steps E11 - E21 to receive in Fall 2010</td>
</tr>
</tbody>
</table>

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Approved by Governing Board on ________

**MOU 2010-2011 Attachment 2**
Speech Language Pathologist
2010-2011 Salary Schedule

<table>
<thead>
<tr>
<th>Step</th>
<th>SLP BA</th>
<th>MA/MS</th>
<th>MA/MS + 15 or MA/MS with CCC</th>
<th>MA/MS+30 or MA/MS with CCC</th>
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<tr>
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<td>$54,090</td>
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<td>$47,546</td>
<td>$50,614</td>
<td>$53,681</td>
<td>$56,749</td>
</tr>
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<td>7</td>
<td>$48,876</td>
<td>$51,943</td>
<td>$55,011</td>
<td>$58,078</td>
</tr>
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<td>8</td>
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<td>$53,272</td>
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<td>$54,602</td>
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<td>$52,863</td>
<td>$55,931</td>
<td>$58,998</td>
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<td>11</td>
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<td>$55,522</td>
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<td>$56,851</td>
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<td>15</td>
<td>$59,510</td>
<td>$62,577</td>
<td>$65,645</td>
<td>$68,712</td>
</tr>
</tbody>
</table>

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MOU 2010-2011
Attachment 3
**2010-2011 FISCAL YEAR RETURNING TEACHER AND HEALTH SERVICES WORK CALENDAR (T2)**

### JULY '10

<table>
<thead>
<tr>
<th>S</th>
<th>M</th>
<th>T</th>
<th>W</th>
<th>Th</th>
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### AUGUST '10

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**RETURNING TEACHER WORK CALENDAR**

**185 WORK DAYS + 12 PAID HOLIDAYS = 197 PAID DAYS**

Teachers are paid for 12 holidays: Veteran's Day, Thanksgiving Day and 10 days during winter break.

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**RETURNING TEACHER WORK CALENDAR GROUP B**

**185 WORK DAYS + 10 PAID HOLIDAYS = 195 PAID DAYS**

Employees must be budgeted to work a minimum of 30 hours per week in primary assignment to be eligible for paid holidays. The paid holidays for these employees will be the same as those on calendar A.

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**NOTE**

Students are dismissed early every Monday beginning August 16 to provide time for teacher professional development.

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Governing Board Approved _____________

MOU 2010-2011
Attachment 6
DYSART
Unified School District
2010-2011 FISCAL YEAR
RETURNING TEACHER
WORK CALENDAR (T2)

GROUP A
Gifted Specialist
High School Counselor
Librarian/Media Specialist
Nurses - RN
Occupational Therapist
Physical Therapist
Reading Coach
Reading Interventionist
Reading Specialist
Safe Schools Healthy Students Counselor
Social Worker
Speech Language Pathologist
Speech Language Pathologist Intern
Teacher on Special Assignment (TOSA)
Teachers

RETURNING TEACHER WORK CALENDAR – GROUP A
185 WORK DAYS + 12 PAID HOLIDAYS = 197 PAID DAYS

Teachers are paid for 12 holidays: Veteran’s Day, Thanksgiving Day and 10 days during winter break.

GROUP B
Health Services Assistant

RETURNING TEACHER WORK CALENDAR – GROUP B
185 Work Days + 10 Paid Holidays = 195 Paid Days

Employees must be budgeted to work a minimum of 30 hours per week in primary assignment to be eligible for paid holidays. The paid holidays for these employees will be the same as those on calendar A.

Governing Board Approved

MOU 2010-2011
Attachment 6
Date: April 1, 2010

To: District Employees

From: Dr. Gail Pletnick, Superintendent

Re: Dysart Professional Appearance Standards

**Dysart Professional Appearance Standards**

We all know that proper dress, grooming, and personal cleanliness are reasonable expectations in every workplace. Proper attire does set a tone at our sites and sends a message regarding our expectations as a work and learning community. As district employees, we provide positive role models for our students and that includes our professional dress. That is why we have worked to establish professional dress regulations. It is very important the appearance and dress of all faculty and employees is appropriate and professional for the environment in which they work, for the duties of their jobs, and for the impressionable youth they serve.

Employees must have a professional appearance and dress during the workday or any time the employee attends work-related activities including workshops, off-site activities, etc. Examples of professional attire include, but are not limited to, collared shirts, dress slacks, dress coordinates, suits, dresses, ties, and sports coats or the appropriate uniform clothing provided to employees. Consequently, anything you wear should be in good taste. Professional dress and appearance standards must be uniformly practiced at all district schools and work sites.

The following regulations are in place:

Clothing should be consistent with and not excluded by the Governing Board approved Student Dress Code.

Clothing should be neither too loose, too tight, too low cut, nor too short. Clothing displaying abusive, vulgar, or offensive language, advertising tobacco products or alcohol, and/or making reference to drugs are prohibited. Clothing which is too revealing, suggestive or ill fitting is prohibited.

Examples of prohibited attire include: shorts (of inappropriate length), spandex shorts, knit shorts, skorts and jean pants (except on Fridays), or jean shorts. Tank tops, halter-tops, tops above the midriff, sheer see through tops and spaghetti straps are unacceptable.

Footwear must be worn at all times. Shoes traditionally worn around the home or to the beach are not permitted including rubber shoe thongs, house slippers, etc.

Some special notes:

1. Appropriate jeans may be worn on Fridays with your school, spirit or department shirt.

2. Staff who are members of the maintenance department and other auxiliary service departments should dress according to the standards established by their supervisors. Dress should be clean, neat, appropriate to the work environment, and work duties.

3. P.E. teachers or coaches should dress appropriate to their work environment as well as work duties. In this instance, supervisors and school-level administrators are authorized to interpret this policy and their interpretations shall be given deference.

4. All district employees are expected to wear their district ID badge in plain sight at all times while at work, or in attendance at school/district functions.

The dress guidelines were developed by a committee of Teachers (DEA), Support Staff, (DESP) and Principal (DSAA); and approved by District Administration.