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/public_meetings/.

DYSART UNIFIED SCHOOL DISTRICT
GOVERNING BOARD MEETING AGENDA

REGULAR MEETING

REvised

REGULAR MEETING

TIME: 6:00 p.m. – Wednesday, April 17, 2013

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

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. Persons with a disability or who need an interpreter may request a reasonable accommodation, such as a translator or sign language interpreter, by contacting the Governing Board Secretary at 623-876-7002. Requests should be made at least 48 hours in advance to arrange the service.

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

2. Pledge of Allegiance

3. Approval of the Agenda Form

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

   Motion ______________ Second ________________ Vote __________

4. Summary of Current Events
   • Presentations, Recognitions, Celebrations
     • Canyon Ridge Chorus will perform led by Kasey Romero
     • Spotlight Video – Adaptive Strategies for the Digital Classroom
   • Superintendent Update
   • Governing Board Update
     • Traci Sawyer-Sinkbeil
     • Jerry Eynon
     • Christine Pritchard
     • Bonnie Schroader
     • Jennifer Tanner

5. Audience with Individuals or Groups
   This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda. Pursuant to A. R. S. §38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later date. 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 for the record.
MOTION TO APPROVE CONSENT AGENDA ITEMS

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

Motion ______________  Second ________________  Vote __________

ACTION/CONSENSUS

1. Recommendation to Approve Arizona Department of Education Child Nutrition Programs Food Program, ADE Contract No. ED09-0001 and Allow the Authorized Signers to Sign the Agreement and Affiliated Documents
   Submitted By Dr. Kellis

2. Recommendation to Approve a Service Agreement with ACT, Inc. for WorkKeys, an Internet Based Assessment System Used to Determine Applicants as Highly Qualified and Allowing the Assistant Superintendent for Employee and Public Relations to Sign the Agreement and Affiliated Documents
   Submitted By Mr. Dean

3. Recommendation for Approval to Participate in Cooperative Contracts for the 2013-2014 Fiscal Year
   Submitted By Dr. Pletnick

   Submitted By Dr. Pletnick

5. Recommendation for Approval of Sole Source Vendors for the 2013-2014 Fiscal Year
   Submitted By Dr. Pletnick

   Submitted By Mr. Dean

7. Approval of the Minutes for Governing Board Meetings and Events
   Submitted By Dr. Pletnick

8. Hearing Officer’s Recommendation(s) Long Term Suspension
   Submitted By Dr. Kellis

9. Revision of Date for the Overnight Travel of Twenty-two Countryside Elementary Student Council Members, Two Advisors and Two Teacher Chaperones to Attend the 47th Annual Arizona Association of Junior High Student Council State Convention in Fountain Hills, AZ, May 9-10, 2013
   Submitted By Dr. Kellis

10. Out of State Travel for Up to Thirty-Eight Willow Canyon High School Vocal Ensemble Members, Stage Crew, Band Members and Up to Twelve Chaperones and One Advisor to Attend the FAME Festival for Show Choirs National Finals in Chicago, IL, April 25-28, 2013
    Submitted By Dr. Kellis

11. Out of State Travel for Up to Six Willow Canyon High School SkillsUSA TV/Video Production Program Students and Two Teacher/Advisors to Attend the 2013 Skills USA National Leadership Conference and Skills Championships in Kansas City, MO, June 23-29, 2013
    Submitted By Dr. Kellis

    Submitted By Dr. Miller

13. Out of State Travel for One Shadow Ridge High School Athletic Trainer to Attend the National Athletic Trainers’ Association 64th Annual Meeting and Clinical Symposia in Las Vegas, NV, June 24-27, 2013
    Submitted By Dr. Miller

14. Extra Curricular Tax Credit Fund and Student Activities Fund Reports for the Month of March 2013
    Submitted By Dr. Pletnick
ACTION/CONSENT

15. Approval/Ratification of Payroll Vouchers 7517 and 43 in the Amount of $4,476,346.18
    Dr. Pletnick

16. Approval of Expense Vouchers 1043, 1044 and 1045 in the Amount of $1,550,138.22
    Dr. Pletnick

ACTION/DISCUSSION

17. Recommendation for Approval of Additional Positions for the 2013-2014 School Year
    Mr. Dean

18. Recommendation to Approve the Memorandum of Understanding with the Dysart Education Association for the 2013-2014 School Year
    Mr. Dean

19. Recommendation to Approve a Revision to the Administrative Salary Placement Schedule for the 2013-2014 School Year.
    Mr. Dean

20. Recommendation to Approve the Classified Salary Placement Schedule – 2013-2014 School Year
    Mr. Dean

21. Resolution Authorizing the Issuance and Sale of Refunding Bonds
    Dr. Pletnick

22. Recommendation for Revision of Governing Board Policy Section 12.2 – Relations with Education Research Agencies – Second Reading
    Dr. Pletnick

INFORMATION

23. District Demographic Information Update
    Dr. Kellis

24. 2012-2013 Report on the Continuous Improvement Plan (CIP) for Thompson Ranch Elementary, Transportation Department and Maintenance Department
    Drs. Miller/Kellis

25. Financial Reports for the Fiscal Year Ending June 20, 2012
    Dr. Pletnick

26. Information on the Principal Evaluation Process and Documentation
    Dr. Miller

27. Report on the Development and Implementation of a District Travel Request Rubric
    Dr. Pletnick

28. Arizona Department of Health Services Biennial Administration of the Arizona Youth Risk Behavior Survey and Arizona Youth Tobacco Survey
    Dr. Pletnick

29. Recommendation for Revision of Governing Board Policy Section 12.12 – Open Enrollment – First Reading
    Dr. Pletnick

REQUESTS FOR FUTURE AGENDA ITEM(S)

ADJOURNMENT

Motion ____________________  Second __________________  Vote ________
AGENDA ITEM: *Recommendation to Approve Arizona Department of Education Child Nutrition Programs Food Program, ADE Contract No. ED09-0001 and Allow the Authorized Signers to Sign the Agreement and Affiliated Documents

Action/Consent X Action/Discussion Information Supporting Data

Cost: N/A Funding Source: N/A

EXECUTIVE SUMMARY:

Administration recommends Governing Board approval of the Agreement between the Arizona State Board of Education, acting through the Arizona Department of Education and Dysart Unified School District to effectuate the National School Lunch Act ("NLSA") and the Child Nutrition Act ("CAN"). The District enters into this agreement with ADE for participation in the following programs: National School Lunch Program; School Breakfast Program; Food Distribution Program for National School Lunch Program and, Food Distribution Program for Summer Food Service Program. For the purpose of this agreement, authorized signers include; Ms. Traci Sawyer-Sinkbeil, Dr. Gail Pletnick and Ms. Sarah Cox.

The agreement has been reviewed and released by legal counsel for governing board consideration.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the Food Service Permanent Service Agreement with the Arizona Department of Education and allow the authorized signers to sign the agreement and affiliated documents.

SUBMITTED BY: ____________________ SUPERINTENDENT: ____________________

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: _____
This Agreement is entered into between the Arizona State Board of Education ("BOARD"), acting through the Arizona Department of Education ("AGENCY"), a state agency of the State of Arizona, and the SPONSOR pursuant to Arizona Revised Statutes ("A.R.S.") §§ 15-203(B)(1) and 15-1152 (and § 11-951 et seq. if the SPONSOR is a public agency). If the SPONSOR is a public agency, the SPONSOR is authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13); § 15-101(12).

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

The SPONSOR enters into this Agreement with the BOARD for participation in one or more of the following programs (the "PROGRAM") (Check those that apply):

1. [ X ] National School Lunch Program (CFDA No. 10.555)
2. [ X ] School Breakfast Program (CFDA No. 10.553)
3. [ ] Special Milk Program (CFDA No. 10.556)
4. [ X ] Summer Food Service Program (CFDA No. 10.559)
5. [ X ] Food Distribution Program (CFDA No. 10.550) for National School Lunch Program
6. [ X ] Food Distribution Program (CFDA No. 10.550) for Summer Food Service Program
A. **PROGRAM REIMBURSEMENT**

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

B. **PROVISIONS FOR ACCEPTING FUNDS**

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

C. **PROGRAM REQUIREMENTS OF THE SPONSOR**

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

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

   a. Maintain a nonprofit food service and observe the limitations on the use of nonprofit food service revenues set forth in 7 CFR parts 210.14(a) and 220.7(e)(1).

   b. Prohibit the sale of foods of minimal nutritional value, as listed in Appendix B of 7 CFR parts 210 and 220, during meal service periods in areas where reimbursable meals are served and/or eaten, in accordance with 7 CFR parts 210.11 and 220.12. Additionally, SPONSOR shall establish such rules or regulations as are necessary to control the sale of foods in competition with meals served under the PROGRAM. The sale of other competitive foods, other than those listed in Appendix B of 7 CFR parts 210 and 220, may, at the discretion of the AGENCY and the SPONSOR, be allowed in the food service area during the lunch period only if all income from the sale of such
ARIZONA DEPARTMENT OF EDUCATION
Child Nutrition Programs
1535 West Jefferson Street
Phoenix, Arizona 85007

FOOD PROGRAM
PERMANENT SERVICE AGREEMENT
Revised March 2012

foods accrue to the benefit of the nonprofit school food service or the school or student organizations approved by the school.

c. Promote activities to involve students and parents in the National School Lunch and School Breakfast Programs.

d. Plan menus based on one of the following four options: (1) Traditional Meal Pattern; (2) Food-Based Menu Planning; (3) Nutrient Standard Menu Planning; and (4) Assisted Nutrient Standard Menu Planning in order to meet the Dietary Guidelines for Americans and key nutrient levels as set forth in 7 CFR parts 210.10 and 220.8.

e. Maintain production and menu records for meals produced. These records must show how the meals contribute to the required food components, food items or menu items every day, as set forth in 7 CFR parts 210.10 and 220.8. Production records shall include sufficient information to evaluate the meals' contribution to the nutrition standards and the appropriate calorie and nutrient levels for the age/grades of the children in the school, as identified in 7 CFR parts 210.10 and 220.8.

f. Maintain and comply with a financial management system as prescribed by the AGENCY CNP Office and 7 CFR parts 210.14(c), 220.7(c)(1) and 3015.

g. Limit the net cash resources for its nonprofit school food service to an amount that does not exceed three months average expenditures or such other amount as may be approved by the AGENCY in accordance with 7 CFR parts 210.14(b) and 220.7(c)(1).

h. Serve lunches and/or breakfasts and/or after school care snacks during the designated periods, in accordance with 7 CFR parts 210.10 and 220.8, for the number of days specified on the PROGRAM application.

i. Claim no more than one (1) lunch/breakfast/after school care snack per child per day per meal service.

j. Price the meal as a unit. Make lunches/breakfasts/after school care snacks available without cost or at a maximum reduced price of forty (40) cents for lunch, fifteen (15) cents for snacks and thirty (30) cents for breakfast to all children who are determined by the SPONSOR to be eligible for such meals under 7 CFR part 245 and as described in the CNP Guidance Manual.

k. Claim reimbursement at the assigned rates only for reimbursable free, reduced-price and paid lunches and/or after school care snacks and/or breakfasts served to eligible children in accordance with 7 CFR parts 210.10 and 220.

l. Conduct verification in accordance with 7 CFR part 245.11(i). Report verification results to the AGENCY no later than March 1. Collect and report the number of students who were terminated as a result of verification, but who were reinstated as of February 15. Maintain copies of the
verification report and all supporting documentation for the period indicated in Section M of this Agreement.

m. The SPONSOR’s designated official signing the claim or his/her assigned representative shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 7 CFR part 210.8 and 220.11 governing claims for reimbursement. At a minimum the responsibilities should include:

1. No less than one (1) on-site review of the meal counting and claiming system for the meal service for each school under its jurisdiction for a SPONSOR with more than one site. The on-site review shall take place prior to February 1 of each school year. If the review discloses problems with a school’s meal counting or claiming procedures, the SPONSOR shall be required to develop and implement a corrective action plan and a follow-up on-site review must be conducted within forty-five (45) calendar days of the review to determine that the corrective action resolved the problems.

2. No less than two on-site reviews of the meal counting and claiming system for the after school care snack program, if implemented. The first review shall be made during the first four weeks of the school year that the school is in operation. Year round schools or Residential Child Care Institutions shall review the snack program during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter. If the review discloses problems with a school’s meal counting or claiming procedures, the SPONSOR shall be required to develop and implement a corrective action plan and a follow-up on-site review must be conducted within forty-five (45) calendar days of the review to determine that the corrective action resolved the problems.

3. Perform edit checks that compare each school’s daily counts of free, reduced-price, and paid lunch/breakfast against the product of the number of children in that school currently eligible for free, reduced-price and paid meals, respectively, times an attendance factor. This attendance factor will be developed by the AGENCY.

4. Submit claims for reimbursement in accordance with procedures established by the AGENCY. Claims for reimbursement not filed within sixty (60) days following the last day of the claiming month will be disallowed. Any exception to this requirement will be made at the discretion of the AGENCY and/or DEPARTMENT.

5. SPONSOR shall maintain on file, each month’s claim for reimbursement and all data used in the claims review process, by school, for the period indicated in Section M of this Agreement. All Food Service Management Company (“FSMC”) contracts, and records which support such contracts, shall be maintained for the period indicated in Section M of this Agreement. The records which are to be kept for each PROGRAM include:

(I) daily number of meals served to children, by category and type of meal;
(II) revenue from children’s payments, federal reimbursement, food sales to adults, loans to the PROGRAM, all a la carte sales and any other sources to demonstrate that the food service is being operated on a nonprofit basis. The revenue report shall show net cash resources or the information necessary for the AGENCY to compute net cash resources through a review or audit and annual financial report; and

(III) food service expenditures (supported by invoices, receipts or other evidence of expenditures).

n. Failure to submit accurate claims will result in the recovery of an over claim and may result in the withholding of payments, suspension or termination of the PROGRAM as specified in 7 CFR parts 210.24, 210.25, 220.14, 220.18 and 220.19.

o. The penalties specified in 7 CFR part 210.26 shall apply to any SPONSOR who is found to engage in embezzlement, willful misapplication of funds, theft or fraudulent activity in regards to claims submitted.

p. Count the number of free, reduced-price and paid reimbursable meals served to eligible children at the point of service. School sites approved for Special Assistance, Provision 2 are exempt, except they shall do a total count of all children at the point of service. School sites approved for Special Assistance, Provision 3 are exempt from any point of service meal counts.

q. Upon request, make all accounts and records pertaining to its school food service available to the AGENCY and to the DEPARTMENT for audit or review, at a reasonable time and place.

r. Maintain in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable state and local laws, regulations and ordinances.

s. Maintain necessary facilities for storing, preparing and serving food and milk.

t. Procurement practices shall be in accordance with the Arizona Procurement Code and Regulations, (Charter schools are exempt as set forth in A.R.S. § 15-189.02). OMB Circular A-133 and 7 CFR parts 3015, 3016, 3019, 210.21 and 220.16. All claims and controversies shall be subject to the Arizona Procurement Code, A.R.S. § 41-2501 et seq., and Arizona Administrative Code R7-2-1001 et seq. Procurement standards must be submitted to the AGENCY and will be considered a permanent document, unless changes are made by either party. Failure to follow established procedures in the procurement of FSMC services may result in non-renewal of SPONSOR application to participate in the PROGRAMs, or in withholding of reimbursement funds.

u. Purchase, to the maximum extent practicable, only food products that are produced in the United States or products that are processed in the United States substantially using agricultural
commodities that are produced in the United States for those PROGRAMs as specified in 7 CFR parts 210.21(d) and 220.16(d).

v. Any contracting for the furnishing of meals or management of the entire food service under the PROGRAM must be conducted in accordance with proper procurement procedures and must be done on a competitive basis in accordance with 7 CFR part 210.16. A FSMC entering into a contract with a SPONSOR shall not subcontract for the total meal, with or without milk, or for the assembly of the meal. SPONSORS contracting with a FSMC shall comply with 7 CFR part 210.16. A SPONSOR entering into a contract with a FSMC shall not subcontract to the FSMC the following duties and remains individually required to complete such items, perform such tasks or abide by the terms and conditions of the following documents: AGENCY Food Program Permanent Service Agreement, CNP Web applications, CNP Web claim submissions, approving and processing NSLP income applications, access and distribution of benefit status, Benefit Issuance Document, access and use of Direct Certification system, verification procedures, civil rights compliance reporting, and procurement of FSMCs, in accordance with 7 CFR part 210.16.

w. Submit proposed Invitation for Bid ("IFB")/Request for Proposal ("RFP") to the AGENCY for review and approval. Written approval of the IFB/RFP must be received from the AGENCY prior to advertising for bids/proposals. Submit copies of all contracts with FSMCs, along with a certification of independent price determination to the AGENCY prior to the beginning of PROGRAM operations. Written approval must be received from the AGENCY prior to both parties entering into contract.

x. Individuals with access to CNP Web shall abide by the AGENCY Acceptable Use Policy, which covers the use of electronic communication networks and computer-based administrative applications of the AGENCY. This policy applies to all personnel using these intranet, extranet, internet and administrative resources, including, but not limited to, officials and employees of schools, school districts, charter schools and AGENCY. CNP Web accounts and passwords shall not be provided to consultants, consulting firms or FSMCs contracting with SPONSOR. Individuals who fail to comply will be subject to further action.

y. Each local educational agency participating in a PROGRAM authorized by the NSLA and CNA shall establish a local school wellness policy that includes an evaluation process, goals for nutrition education and physical activity, nutrition guidelines for all foods available on campus, and guidelines for school meals as specified in Public Law 108-265, Section 204. The Policy must not be less restrictive than the requirements contained in 7 CFR parts 210.10 and 220.8.

z. As defined in the NSLA, the SPONSOR shall implement a school food safety program, in the preparation and service of each meal served to children, that complies with any hazard analysis and critical control point system established by the Secretary of Agriculture.

aa. In accordance with 7 CFR part 210.13(b), schools shall obtain a minimum of two (2) food safety inspections during each school year conducted by a state or local governmental agency responsible for food safety inspections. They shall post in a publicly visible location a report of the most recent
2. FOR SUMMER FOOD SERVICE PROGRAM ONLY

a. Operate a nonprofit food service during any period from May through September of each year for children on school vacation; or, at any time of the year, in the case of SPONSORS administering the PROGRAM under a continuous school calendar system or during school closures due to natural disasters, building repairs, court orders or similar causes.

b. Serve meals which meet the requirements and provisions set forth in 7 CFR part 225.16 during the times designated as the meal service period by the SPONSOR, and serve the same meals to all children.

c. Serve meals without cost to all children, except that residential summer camps may charge for meals served to children who are not served meals under the PROGRAM.

d. Certify that a free meal price policy has been released to the media serving the area from which sites draw attendance.

e. Hold training sessions for administrative and site personnel with regard to the PROGRAM duties and allow no site to operate until personnel have attended at least one of these training sessions. The SPONSOR shall also ensure that administrative personnel attend required AGENCY training and shall continue to provide training throughout the summer to ensure that administrative personnel are thoroughly knowledgeable in all required areas of the PROGRAM administration and operation and are provided with sufficient information to enable them to carry out their PROGRAM responsibilities. Each site shall have at least one person present at each meal service who has received this training.

f. Claim reimbursement for the type or types of meals specified in the application and served without charge to children at approved sites during the approved meal service period, except that camps shall claim reimbursement only for the type or types of meals specified in the application and served without charge to children who meet the PROGRAM's income standards. The SPONSOR shall operate within approved levels of meal service, if required under 7 CFR part 225.6. No permanent changes may be made in the serving time of any meal unless the changes are requested in writing by the SPONSOR and approved by the AGENCY.

g. Submit claims for reimbursement in accordance with procedures established by the AGENCY. Claims for reimbursement not filed within sixty (60) calendar days following the claiming month
will be disallowed. Any exception to this requirement will be made at the discretion of the AGENCY and/or DEPARTMENT.

h. In the storage, preparation and service of food, maintain proper sanitation and health standards in conformance with all applicable state and local laws and regulations.

i. Have access to facilities necessary for storing, preparing and serving food.

j. Maintain a financial management system as prescribed by the AGENCY.

k. Maintain, on file, documentation of site visits and reviews in accordance with 7 CFR part 225.15(d) and maintain accurate records which justify all costs and meals claimed.

l. Upon request, make all books, accounts, reports, files and other records pertaining to the PROGRAM available to state, federal or other authorized officials for audit or administrative review, at the AGENCY or other place at a reasonable time. The SPONSOR shall maintain on file all records used for the period indicated in Section M of this Agreement. All FSMC contracts, and records which support such contracts, shall be maintained for the period indicated in Section M of this Agreement.

m. Maintain children on site while meals are consumed.

n. Retain final financial and administrative responsibility for its PROGRAM.

o. Certify that SPONSORs which are units of local, municipal, county or state government, and SPONSORs which are private nonprofit organizations, shall be approved to administer the PROGRAM only at sites over which they have direct operational control.

p. Certify that the information submitted in the PROGRAM application, site information sheets, PROGRAM agreements or a request for advance payments and claims for reimbursement are true and correct and that the SPONSOR is aware that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

q. Prior to commencement of operation under the PROGRAM, submit to the AGENCY, a copy of SPONSOR's letter advising the appropriate health department of SPONSOR's intention to provide a food service during a specific period at specific sites.

r. Serve meals consisting of a combination of foods and meeting minimum nutritional standards prescribed by the Secretary of Agriculture.

s. Any contracting for the furnishing of meals or management of the entire food service under the PROGRAM must be conducted in accordance with proper procurement procedures and must be done on a competitive basis in accordance with 7 CFR part 210.16. A FSMC entering into a contract with a SPONSOR shall not subcontract for the total meal, with or without milk, or for the
assembly of the meal. SPONSORS contracting with a FSMC shall comply with 7 CFR part 225.6(h). A SPONSOR entering into a contract with a FSMC shall not subcontract to the FSMC the following duties and remains individually required to complete such items, perform such tasks or abide by the terms and conditions of the following documents: AGENCY Food Program Permanent Service Agreement, CNP Web applications, CNP Web claim submissions, approving and processing NSLP income applications, access and distribution of benefit status, Benefit Issuance Document, access and use of Direct Certification system, verification procedures, civil rights compliance reporting and procurement of FSMCs, in accordance with 7 CFR part 210.16.

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

u. Individuals with access to CNP Web shall abide by the AGENCY Acceptable Use Policy, which covers the use of electronic communication networks and computer-based administrative applications of the AGENCY. This policy applies to all personnel using these intranet, extranet, internet and administrative resources, including, but not limited to, officials and employees of schools, school districts, charter schools and AGENCY. CNP Web accounts and passwords shall not be provided to consultants, consulting firms or FSMCs contracting with SPONSOR. Individuals who fail to comply will be subject to further action.

v. Visits shall be made by the SPONSOR to each of its sites at least once during the first week of operation under the PROGRAM and SPONSOR shall promptly take such actions as are necessary to correct any deficiencies. A first week site visit is not required for those sites that operated during the most recent period of operation with no serious deficiency findings, unless that site will only be in operation for a single week. All SPONSORS shall review food service operations at each site at least once during the first four (4) weeks of PROGRAM operations, and thereafter shall maintain a reasonable level of site monitoring. SPONSOR shall complete a monitoring form provided by the AGENCY when conducting these reviews.

w. If the SPONSOR administers National Youth Sports Program ("NYSP") sites, certify that the site has complied with the Department of Health and Human Services guidelines for the income eligibility for children attending the program. If NYSP is not the sponsoring organization, site eligibility must be verified by the SPONSOR through a review of NYSP records.

x. If a private nonprofit organization, certify that it: (1) is an organization described in Section 501(c) of the Internal Revenue Code of 1986 and exempt from taxation under Section 501(a) of that Code; (2) prepares meals itself or obtains meals from a public facility or a school participating in the NSLP; (3) operates in areas where a school or government sponsor has not indicated by March 1 of the current year that they will operate the PROGRAM; (4) exercises full control and authority over the operation of the PROGRAM at all sites under its sponsorship; (5) provides adequate resources to supervise and monitor PROGRAM compliance; (6) provides ongoing year-round activities for
children or families; (7) possesses adequate management and the fiscal capacity to operate the PROGRAM; and (8) meets applicable state and local health, safety and sanitation standards.

D. ASSURANCE OF CIVIL RIGHTS COMPLIANCE

1. The SPONSOR hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the DEPARTMENT (7 C.F.R parts 15, 15a and 15b); U.S. Department of Justice Enforcement Guidelines (28 C.F.R parts 50.3 and 42); and DEPARTMENT directives and guidelines to the effect that no person shall, on the grounds of race, color, national origin, sex, age or disability, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any PROGRAM or activity for which the SPONSOR receives federal financial assistance from the DEPARTMENT; and hereby gives assurance that it will immediately take any measures necessary to effectuate provisions of this Agreement.

2. This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance and the permission to use federal property or interest in such property, or the furnishing of services without consideration, at a nominal consideration or at a consideration which is reduced for the purpose of assisting the SPONSOR, or in recognition of the public interest to be served by the furnishing of services to the SPONSOR, or any improvements made with federal financial assistance extended to the PROGRAM SPONSOR by the DEPARTMENT.

3. By accepting this assurance, the SPONSOR agrees to compile data, maintain records and submit reports as required to permit effective enforcement of nondiscrimination laws and permit authorized DEPARTMENT personnel during hours of PROGRAM operation to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the DEPARTMENT shall have the right to seek judicial enforcement of this assurance.

4. This assurance is binding on the SPONSOR, its successors, transferees and assignees as long as such person or entity receives assistance or retains possession of any assistance from the DEPARTMENT. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the PROGRAM applicant.

5. AGENCY and SPONSOR shall maintain information on civil rights complaints, if any, submitted and/or received by the SPONSOR, AGENCY or DEPARTMENT, and their resolutions.

E. EQUAL OPPORTUNITY/NON DISCRIMINATION
ARIZONA DEPARTMENT OF EDUCATION
Child Nutrition Programs
1535 West Jefferson Street
Phoenix, Arizona 85007

FOOD PROGRAM
PERMANENT SERVICE AGREEMENT
Revised March 2012

The Parties of this Agreement shall comply with Executive Order 75-5 as modified by Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable state and federal employment laws, rules and regulations, including the American with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

F. RIGHT OF JUDICIAL ENFORCEMENT; CHOICE OF LAW

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

G. MUTUAL OBLIGATIONS, RESPONSIBILITIES AND WARRANTIES

The AGENCY and the SPONSOR mutually agree that:

1. With the approval of the AGENCY, sites may be added or deleted from the site sheet as the need arises, and the references herein to the site sheet shall be deemed to include the most recently approved site sheet.

2. The AGENCY shall promptly notify the SPONSOR of any change in the minimum meal requirements or the assigned rates of reimbursement.

3. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend this Agreement if made with a corporation for its general benefit.

4. This Agreement, and the duties arising hereunder, shall become effective on July 1, 2011 or upon signature by the Superintendent of Public Instruction, or his designee, whichever occurs last. This Agreement shall automatically renew on July 1 of each year, beginning July 1, 2012, unless either party notifies the other thirty (30) days prior to the renewal date of their intent not to renew. Before any amendment or extension may become effective, appropriate action must be taken by ordinance, resolution or otherwise pursuant to the laws applicable to public agencies entering into this Agreement.
5. The SPONSOR’s participation in the PROGRAM(s) under this Agreement is conditioned upon the AGENCY’s approval of the SPONSOR’s on-line application to the AGENCY through the CNP Web, a fully executed written Agreement with the AGENCY, and, in the event the SPONSOR contracts with a FSMC to manage its food service operation under this Agreement, the AGENCY’s review and approval of the SPONSOR’s contract(s) with a FSMC prior to the execution of the contract(s) as required in 7 CFR parts 210.9, 210.16 and 210.19. For this Agreement period, reimbursement shall not be made for any meals served before these conditions have been fully met by the SPONSOR.

6. No right or interest in this Agreement shall be assigned or delegated without the written permission of the other party.

7. The SPONSOR shall repay to the federal government or the AGENCY all monies determined by any financial-compliance audit or review to be owed to the federal government or the AGENCY in connection with any PROGRAM for which the SPONSOR has received funds. If the SPONSOR fails to make such repayment within thirty (30) days after demand by the AGENCY, SPONSOR shall also pay all reasonable attorneys’ fees based on reasonable hourly charges of like experienced attorneys in Phoenix, Arizona for the Assistant Attorney General representing the AGENCY or the BOARD or the attorney representing the DEPARTMENT in seeking to enforce this paragraph.

8. The Parties to this Agreement agree to resolve all disputes arising out of or relating to the Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes if not in conflict with federal law.

9. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors, transferees and assignees.

H. FREE AND REDUCED-PRICE POLICY STATEMENT

The SPONSOR must supply copies of its PROGRAM Application, Free and Reduced-Price Policy Statement and the Free and Reduced-Price Document Summary to the AGENCY. The Free and Reduced-Price Policy Statement will be considered a permanent document. SPONSORS of Summer Food Service Program with enrolled sites and camps certify that eligibility data is available for all children claimed for free and reduced-price benefits and that the prescribed eligibility criteria is met.

I. CONFLICT OF INTEREST

No employee, officer or agent of the SPONSOR who has, or whose relative has, a substantial interest in any contract, sale, purchase or service to the SPONSOR, shall participate in selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved pursuant to A.R.S.
§ 38-503 and 7 CFR part 3016.36(b)(3).

J. AGREEMENT INTERPRETATION AND AMENDMENT

1. **No Parole Evidence.** This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any term used in this document.

2. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of this Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. **Written Agreement Amendments.** This Agreement may be modified only in a writing signed by all of the parties or their duly authorized agents. Notice required pursuant to this Agreement shall be served personally or by mail upon each party at the addresses specified on the signature page of this Agreement.

K. THIRD PARTY ANTITRUST VIOLATIONS

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

L. NON-AVAILABILITY OF FUNDS

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

M. RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the SPONSOR shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after completion of this Agreement or until resolution of an unsolved audit which exceeds
the designated time period. All records shall be subject to inspection and audit by the State of Arizona for five (5) years after the termination of this Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the SPONSOR shall produce the original of any or all such records.

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

1. The SPONSOR warrants compliance with all federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214(A). (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the SPONSOR may be subject to penalties up to and including termination of this Agreement.

3. Failure to comply with a state audit process to randomly verify the employment records of the SPONSOR shall be deemed a material breach of this Agreement and the SPONSOR may be subject to penalties up to and including termination of this Agreement.

4. The AGENCY retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that the SPONSOR is complying with the warranty under paragraph 1 of this Section.

O. PROHIBITED BUSINESS OPERATIONS

The SPONSOR certifies that the SPONSOR does not have scrutinized business operations in Iran (A.R.S. § 35-393.06) or Sudan (A.R.S. § 35-391.06).

P. CANCELLATION

Pursuant to A.R.S. § 38-511, the State of Arizona, its political subdivisions or any department or agency of either may, within three (3) years after its execution, cancel any agreement, without penalty or further obligation, made by the State of Arizona, its political subdivisions or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State of Arizona, its political subdivisions or any of the departments or agencies of either is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other Party to the agreement in any capacity or a consultant to any other Party of the agreement with respect to the subject matter of the agreement. A cancellation made pursuant to this provision shall be effective when the SPONSOR receives written notice of the cancellation unless the
Q. **TERMINATION/SUSPENSION**

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

R. **CERTIFICATION**

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

1. The AGENCY solicits vendors (Warehouse/Distributor) to distribute DEPARTMENT donated food to eligible SPONSORS. SPONSORS shall receive donated food as required by 7 CFR part 250. The cost of shipping will be paid by the SPONSOR. The SPONSOR is responsible for establishing a purchase order with the delivering vendor. The AGENCY will announce annually the delivery charge (service, handling and administrative fees) and delivery vendor prior to the beginning of the fiscal year. Payments are due to the delivering vendor within thirty (30) days of delivery. Shipments will be withheld if the SPONSOR becomes sixty (60) days in arrears with payment. Failure to pay will result in termination of participation and non-renewal of Food Distribution Program.

2. The SPONSOR agrees to pay excess storage and administrative fees for donated foods that are not ordered and have not been refused within the designated dwell times.

3. The SPONSOR agrees to accept and order donated foods only in quantities that can be used in a six (6) month period in a non-profit School Food service. Any SPONSOR ordering donated foods in excess quantities may be held financially responsible for spoilage or contamination which results in the foods being unfit for human consumption. SPONSOR is to notify the AGENCY when any loss of, or damage to, donated foods occurs.

4. The SPONSOR shall receive and use donated foods only for the benefit of those persons eligible for congregate meals provided by the SPONSOR. Foods will not be transferred or used otherwise without prior written approval of the AGENCY. Donated foods shall not be sold or traded, but may be transferred with the approval of the AGENCY when determined to be in the best interest of the PROGRAM.

5. The SPONSOR shall maintain evidence that necessary protective measures are maintained when storing donated food. Evidence to support would include, but are not limited to, storage temperature charts verifying proper storage temperatures, pest control schedule and security system used. Documentation must be available to verify that all storage facilities obtained all necessary federal, state and/or local health inspections or if no such inspections are made, a self-evaluation form for storage facilities be completed annually.

6. The SPONSOR shall maintain all records pertaining to transactions relating to receipt, disposal and inventory of donated foods. All records required in this agreement shall be retained for the period indicated in Section M of this Agreement.

7. The SPONSOR shall complete, return and maintain a copy of inventory forms provided by the AGENCY. Failure to comply may result in termination of participation in the Food Distribution Program. The SPONSOR shall comply with instructions from the AGENCY to: (a) distribute remaining inventory of donated foods, or (b) return inventories with applicable reports to the AGENCY if a PROGRAM is terminated.
8. Funds received by the SPONSOR from sales of salvable containers or salvage of donated foods shall be deposited in SPONSOR’S Non-Profit Food Service Account.

9. SPONSORS may elect to participate in the Food Distribution processing programs. Cost of the processing and distribution of the end product will be incurred by the SPONSOR. Participants shall:
   a. Follow federal and state procurement rules and regulations in purchasing end products not bid by the AGENCY;
   b. Release donated foods only to the AGENCY approved processor;
   c. Maintain records to support purchase of processed commodity end products; and
   d. Be held responsible to fulfill commitments to the AGENCY and processor.

10. The SPONSOR shall permit inspection by the AGENCY or DEPARTMENT personnel of the storage facilities and any other areas used in handling donated foods. The SPONSOR shall also allow inspection of all records including financial records pertaining to the Food Distribution Program.

11. FSMCs may use donated foods in the preparation of meals for eligible SPONSORS pursuant to a written contract, which meets the requirements of 7 CFR part 250.12(c). If a FSMC is used, the SPONSOR will submit a copy of the contract to the AGENCY annually. Contracts will ensure that:
   a. Any donated food will be used only to benefit the SPONSOR’s feeding operation;
   b. Proper inventory controls will be maintained;
   c. All books and records of the FSMC pertaining to the feeding operation of the SPONSOR will be available for the period indicated in Section M of this Agreement; and
   d. The responsibility will be clearly defined for who (the SPONSOR or the FSMC) will be accountable for the payments to be made to the distributor and commodity processors within sixty (60) days of billing.
SPECIAL MILK PROGRAM AGREEMENT
(Applicable to those SPONSORS participating in Special Milk Program)

THE SPONSOR AGREES TO:

1. Operate a nonprofit milk service.

2. Submit claims for reimbursement and maintain a financial management system in accordance with procedures established by the DEPARTMENT and the AGENCY.

3. Make no physical segregation or other discrimination against or overt identification of any child because of his/her inability to pay the full price of the milk.

4. Make free milk available (if applicable) to all eligible children whenever it is provided under the Special Milk Program.

5. Make maximum use of the reimbursement payments to reduce the price of the milk served to paying children and maintain a nonprofit status (not applicable to non-pricing programs).

6. Claim reimbursement only for fluid types of milk as defined in 7 CFR part 215.2 served to children at the assigned rate for the classification of paid (or free, if applicable) in accordance with 7 CFR parts 215.8 and 215.10.

7. Maintain full and accurate records of the PROGRAM operation including the number of half-pints of milk served to children, the number of half-pints of milk served to adults and the number of half-pints of milk served free to eligible children if free milk is provided.

8. Furnish a written statement of the policy followed in making determinations as to eligibility of children receiving free milk. Such policy shall be consistent with the rules issued by the DEPARTMENT on this subject (7 CFR part 245) (required only for pricing programs providing free milk to children).
CLEAN AIR/CLEAN WATER ACT COMPLIANCE
(Applicable to SPONSORS receiving $100,000 or more in federal funds)

1. The SPONSOR agrees that any facility to be utilized in the performance of this Agreement is not listed on the Environmental Protection Agency ("EPA") List of Violating Facilities (the "List") as of the date of submitting this Agreement.

2. The SPONSOR further agrees that it shall not use any facility on the List in the performance of this Agreement for the duration of the time that any such facility remains on the List.

3. The SPONSOR further agrees to notify the AGENCY if it intends to use in the performance of this Agreement any facilities on the List or learns or knows that the facility being used has been recommended to be placed on the List.

4. The SPONSOR additionally agrees that it shall, in the performance of this Agreement, comply with all requirements of the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Clean Water Act (33 U.S.C. § 1251 et seq.) including the requirements of section 114 of the Clean Air Act and Section 308 of the Clean Water Act and all applicable Clean Air standards and Clean Water standards.

5. The SPONSOR further agrees that it shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738 and EPA regulations found in 40 CFR part 15 (which prohibit the use of facilities on the List). In addition to notifying the AGENCY of facilities to be used which are on the List, SPONSOR also agrees to notify the EPA Assistant Administrator for Enforcement.
CERTIFICATION PAGE
(Applicable to Sponsors with governing boards only; must be completed and signed before signature page.)

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

(1) County in which the governing board is located.
(2) Name of governing board member authorized to sign this certification page.
(3) City in which governing board meeting regarding the Food Program Permanent Service Agreement was held.
(4) Date of governing board meeting.
(5) Legal title of the SPONSOR's governing board; current year.
(6) Name of designated official who will be signing the Food Program Permanent Service Agreement (same designated official as on line 1 of the signature page of this Agreement).
(7) Signature of governing board member (same name as on line (2) of this certification page).

Please note that a governing board member cannot designate himself or herself as the Designated Official.

CERTIFICATION

State of Arizona
County of (1) Maricopa

1, (2) Traci-Sawyer Sinkbeil, the duly appointed or elected and qualified
Name of Governing Board Member

member of, and acting on behalf of the governing board, do hereby certify that during a regular meeting held in (3)
Surprise, Arizona, on (4) April 17, 2013, this governing board, by motion made, seconded and carried, approved and authorized execution of an agreement between the (5)
Dysart Unified School Dist. No. 89 and the State Board of Education (BOARD) for the purpose of participating in the National School Lunch Program, School Breakfast Program, Special Milk Program, Food Distribution Programs, and/or the Summer Food Service Program for the period beginning July 1, 2011.

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

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

(7) __________________________
Signature of Governing Board Member
(Same as (2) above)
AGREED TO AND SIGNED:

1. Traci Sawyer-Sinkbeil
   Governing Board President
   (Print or Type Name and Title)
   (Signature of Designated Official if applicable)
   [Same as item (6) on Certification Page]

   Dysart Unified School Dist.
   (Sponsor/School)
   April 17, 2013
   (Date)

   Address 15802 North Parkview Place, Surprise, Arizona 85374

OTHER AUTHORIZED SIGNATURES

2. Gail Pletnick
   Superintendent
   (Print or Type Name and Title)
   (Signature)

3. Sarah Cox
   Nutrition Coordinator
   (Print or Type Name and Title)
   (Signature)

4. ________________________________
   (Print or Type Name and Title)
   (Signature)

FOR OFFICIAL USE ONLY

STATE BOARD OF EDUCATION

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

(Date)
Agreement and Conditions – Seamless Summer Feeding Option for National School Lunch Program Sponsors

Instructions: Please read and complete square below. Return with Sponsor and Site information sheets to Arizona Department of Education (ADE) – Child Nutrition Programs, 1535 W Jefferson St., Bin #7 Phoenix, AZ 85007

Complete the Following:
Sponsor Name:

THE SFA AGREES TO THE OPTION CONDITIONS.

Authorized SFA Official (Signature and Title) Date

FOR ADE USE ONLY

Approved: Date:

Description of the Option request

The SFA seeks approval under the Option provisions found in section 12(1) of the Richard B. Russell National School Lunch Act (42 U.S.C. 12(1)) to operate a Seamless Summer Feeding Option in specific locations within its jurisdiction (referred to as Option sites). Option sites may be schools or other locations where the Summer Food Service Program (SFSP) meals would normally be served. Option sites must be located in needy areas, that is, where 50 percent or more of the children qualify for free or reduced price school meals, with one exception. Option sites may also be located in non-needy areas, provided that at least 50 percent of the children enrolled in these sites qualify for free or reduced price school meals.

The Option combines features of the National School Lunch Program (NSLP), the School Breakfast Program (SBP), and the SFSP. The purpose of this Option is to feed children in low-income areas during the summer months (or during extended breaks of a year-round school schedule). This Option reduces paperwork and administrative burden that is normally associated with operating all three programs. To accomplish this, the SFA requests a Option of significant portions of the SFSP Federal regulations at 7 CFR Part 225. Specific provisions to be waived are included in this request. In lieu of SFSP regulations that are waived, the SFA will follow corresponding requirements, where applicable, in the NSLP and SBP regulations at 7 CFR Part 210 and 220, respectively.
Special Provisions of the Seamless Summer Option
The SFA is committed to serving meals to the children in the community during the summer months (or in year-round school communities, at other times during the year when SFSP meals can be served) where the Option sites are located and will adhere to the following special provisions:

1. General Program Administration and Sponsor Responsibilities:
As required in §225.14(c)(1) of the SFSP regulations, the SFA demonstrates financial and administrative capability for Program operations and accepts final financial and administrative responsibility for total Program operations at all sites.

2. Site Eligibility:
Option sites will be located in needy areas, that is, where 50 percent or more of the children qualify for free or reduced price school meals. All of these sites will be open to the community, except in some cases, participation at an open site may be limited for reasons of safety, security, or control. (Include this sentence if Option sites will be located in non-needy areas: However, some Option sites will also be located in non-needy areas in which at least 50 percent of the enrolled children qualify for free or reduced price school meals.) None of these Option sites are residential camps. No additional sites will operate under these Option procedures without first receiving approval from the FNS Regional Office.

Schools operating under a traditional school calendar may operate Option sites during the summer months when summer school is in session, provided that all Option sites are open to all children (see item 3 below) in the eligible area; these meals will be reimbursed at the free NSLP/SBP rates. However, summer school only sites must operate under the NSLP/SBP and will be reimbursed at the free, reduced price, or paid rates.

Year-round schools may operate Option sites for off-track students, provided that the sites are open to all children in the eligible area; these meals will be reimbursed at the free NSLP/SBP rates. However, meals for on-track students in year-round schools will be reimbursed at the free, reduced price, or paid rates for NSLP/SBP.

3. Participant Eligibility
All persons meeting the definition of Children in the SFSP Federal regulations at §225.2 may receive meals at Option sites, on a first-come, first-served basis. This includes all persons in the community who are 18 years of age and under (and as defined at §225.2, those persons over age 18 who meet the State agency definition of mentally or physically disabled persons).

4. Meal Service
The SFA will follow NSLP meal service requirements for lunch or snacks (§210.10) and SBP meal service requirements (§220.8) for breakfast, except:

The number and types of meals will comply with the SFSP requirements at §225.16(b) and meals at approved Option sites will be served free to all children in accordance with §225.6(e)(4) of the SFSP regulations.

Consistent with these SFSP regulatory provisions and State agency approval, the SFA will serve one or two meals at no charge, including: breakfast, lunch, snack, or supper. However, the SFA will not claim both lunch and supper meals at the same site on the same day.
Consistent with the NSLP and SBP regulations and instructions, the following provisions will apply to meal service at Option sites:

The NSLP and SBP meal requirements will be used.

- Second meals are not reimbursable and will not be claimed.
- Production and menu records will be maintained that show compliance with the meal requirements.
- The designated lunch period will be between the hours of 10 a.m. and 2 p.m., unless otherwise exempted by FNS.
- At its option, the SFA may allow offer versus serve meals at the Option sites.
- Off-site consumption of meals will not be allowed, except as part of a scheduled event such as a planned field trip.

5. Claims and Reimbursements
The SFA will claim meals at the "free" rates prescribed by USDA for the NSLP (including snacks) and SBP. The State agency will include these meals under the free category for each type of meal, based on the NSLP regulations at §210.8 and/or the SBP regulations at §220.11, using the Form FNS-10, Report of School Program Operations. For evaluation purposes, the State agency will report to FNS the total number of meals served at Option sites, using the remarks section (item 18) on the FNS-10. All lunches and suppers will receive the standard commodity support rate available for the NSLP.

6. Monitoring
The SFA will review the meal counting, claiming, and meal pattern compliance for each Option site within three weeks of the start of operations. Additionally the SFA will follow the requirements for site monitoring at §210.8 of the NSLP regulations.

- Edit Checks
Regarding the requirement at §210.8(a)(3) for SFA edit checks of the meal count prior to submission of a claim for reimbursement, FNS will provide further guidance in the near future.

7. Additional Reporting/Reviews/Evaluation

- State agency Oversight
The State agency will include Option sites operated under this Option in the management review requirements described at §210.18 of the NSLP regulations. If a CRE is conducted of the SFA, at least one Option site will be visited while it is in operation. FNS will provide additional CRE guidance.

- FNS Evaluation
FNS reserves the right to conduct an evaluation of these Option sites. The evaluation may include periodic special reviews. The State agency and the SFA agree to cooperate as necessary, including making all applicable records and operations available for review.

- Additional Reports
FNS may request additional information for evaluation purposes. In the event that additional information on Option site operation is required, FNS will allow sufficient time for the State agency and the SFA to comply with the request. The State agency and the SFA agree to comply with FNS' requests for additional information for evaluation purposes.
Specific regulatory requirements to be waived

1. Exempted SFSP Regulations
To operate the Seamless Summer Feeding Option, the SFA requests a waiver from the following regulatory provisions in 7 CFR Part 225:

- 7 CFR 225.6, State agency responsibilities, paragraphs (b), (c), (e), (f), (h) 
  Except paragraphs (e)(4) and (e)(7);
- 7 CFR 225.7, Program monitoring and assistance, entire section;
- 7 CFR 225.8, Records and reports, entire section;
- 7 CFR 225.9, Program assistance to sponsors, entire section;
- 7 CFR 225.10, Audits and management evaluations, entire section;
- 7 CFR 225.11, Corrective action procedures, entire section;
- 7 CFR 225.12, Claims against sponsors, entire section;
- 7 CFR 225.13, Appeal procedure, entire section;
- 7 CFR 225.14, Requirements for sponsor participation, entire section 
  Except paragraphs (c)(1), (c)(2), (c)(3), and (d)(2);
- 7 CFR 225.15, Management responsibilities of sponsor, entire section;
- 7 CFR 225.16, Meal service requirement, entire section 
  Except paragraph (b);
- 7 CFR 225.17, Procurement standards, entire section;
- 7 CFR 225.18, Miscellaneous administrative provision, entire section.

2. Non-exempted SFSP provisions
The SFSP federal regulatory provisions, as identified in item 1 above, which remain in force include:

- §225.6(e)(4) Paragraph (e)(4) requires that the sponsor agree to serve meals at no cost.
- §225.6(e)(7) Paragraph (e)(7) requires the sponsor to agree to claim reimbursement only for the types of meals agreed upon with the State agency and served without charge to children at approved sites during the approved meal service period. This paragraph also prohibits permanent changes to the serving time of any meal unless approved by the State agency.
- §225.14(c)(1) Paragraph (c)(1) requires that sponsors demonstrate financial and administrative capability to operate the program and requires sponsors to accept final financial and administrative responsibility for the total program operations at all sites.
- §225.14(c)(2) Paragraph (c)(2) requires that sponsors must not have been declared seriously deficient in operating the program.
- §225.14(c)(3) Paragraph (c)(3) requires that sponsors will conduct a regularly scheduled food service for children from areas in which poor economic conditions exist (except for camps).
- §225.14(d)(2) Paragraph (d)(2) requires that meals served in schools must be open to children in the community as well as children enrolled in summer school.
- §225.16(b) Paragraph (b) of Section 225.16 covers the meal service requirements, and establishes limits on the number of meals that may be served.
3. **NSLP and SBP Regulations**

Although the Federal regulations governing the NSLP and the SBP are not exempted under this Option, some provisions may be difficult to follow for Option sites. Therefore, FNS will provide technical assistance as necessary to the State agency and the SFA in adapting requirements.
Step 1: Sponsors of the Summer Food Service Program must register and attend SFSP training.

Step 2: Decide which program, Simplified or Seamless, you would like to operate and complete the corresponding forms for that program. All applicable SFSP Sponsor forms are located at http://www.azsummerfood.gov. Please print the necessary forms for your program. (Identified below.)

The following hard copy forms must be submitted to the Arizona Department of Education’s Summer Food Service Program at the following address: Arizona Department of Education, 1555 W. Jefferson, Bin #7 Phoenix, AZ 85007

Documents 1 - 6 are required. Documents 7 - 15 are required if you are a new sponsor:

**Sponsor ADE**
- 1. SFSP Sponsor Application Process Statement
- 2. SFSP Sponsor Paper Application and Budget (Simplified only)
- 3. SFSP Paper Site Application (Simplified only)
- 4. Program Policies & Procedures: Recordkeeping; Monitoring; Claiming
- 5. Applicable Job Descriptions
- 6. Copy of Training Certificate(s)
- 7. Food Service Agreement (2 originals must be submitted; all 21 pages of the Agreement)
- 8. Free and Reduced-Price Policy Statement (2 originals must be submitted)
- 9. Certification Regarding Lobbying
- 10. Child Nutrition Programs Civil Rights Pre-Award Compliance
- 11. State of Arizona Substitute W-9 Form (needed in order to be added to the accounting system)
- 12. U.S. Department of Agriculture Certification Regarding Disbursement
- 13. Mandatory Reporting of DUNS Number
- 14. Common Logon Permissions form for CNP Web/Common Logon
- 15. Add/Change/Delete Health and Nutrition Entity Data Form

Documents 16-26 are required if they apply to your organization:
- 16. Seamless Agreement (required only for Seamless Sponsors, must be signed by designated official)
- 17. Public Release (Required for all open sites participating in the Simplified Program)
- 18. Public Release for Closed Enrolled & Camp Sites
- 19. Template form for Health Department Notification
- 20. Health Certificate/Letter (Either a health certificate showing that the health department is aware that food is served at that location or a letter from the health dept. informing them of the sponsors participation in the program and that meals will be served at the locations. This is required for all non-school sites.)
- 21. Agreement to Furnish Food Service for the Summer Food Service Program Between the Sponsor and Non-Associated Site
- 22. For Private or Public Non-Profit Organizations Only: Copy of tax-exemption 501(c)(3) letter from the IRS
- 23. Residential Facilities Only: Copy of current license for each site(s) participating in the program
- 24. Caterer/Vendor Contract (if using caterer)
- 25. Food Service Management Company Contract/Addendum/Renewal
- 26. Food Distribution Program Delivery Information form

Step 3: Once the paper application is approved, your SFSP Specialist will contact you to submit the following items via the CNP Web Program: Site Application Information Page and Sponsor Application Information Page.

Once your online application is complete and the Food Service Agreement is signed by both parties (the Arizona Department of Education and you, the sponsoring agency), the HNS Office will mail one copy of the signed Food Service Agreement to the School Food Authority Contact listed on the application.

Once your on-line application has been reviewed and approved, you will receive an Online Confirmation (via the CNP Web Program).

It is not until you receive approvals, (a signed Food Service Agreement and CNP Web online approval) that you may begin claiming reimbursable meals served to children.

I ____________________________, understand that the steps listed above must be completed before ________________________

(Printed Name of Designated Official) (Name of Sponsoring Entity)

is approved for the Summer Food Service Program and that I will not be able to claim any meals that are served before official approval is given.

Signature of Designated Official __________________________ Date ________________

Revised 2/2013
AGENDA ITEM: Recommendation to Approve a Service Agreement with ACT, Inc. for WorkKeys, an Internet Based Assessment System Used to Determine Applicants as Highly Qualified and Allowing the Assistant Superintendent for Employee and Public Relations to Sign the Agreement and Affiliated Documents

EXECUTIVE SUMMARY:

Administration recommends Governing Board approval of the service agreement with ACT, Inc. The service agreement provides professional services for the WorkKeys® Internet-Based Assessment System used to determine applicants as highly qualified to be in classified classroom positions. The cost of the testing is paid for by the applicant.

The agreement has been reviewed and released by legal counsel.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the Service Agreement with ACT, Inc. for WorkKeys, an internet based assessment system used to determine applicants as highly qualified and allow the Assistant Superintendent for Employee and Public Relations to sign the agreement and any affiliated documents.

SUBMITTED BY:  
SUPERINTENDENT:

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

AGENDA ITEM: Recommendation to Approve a Service Agreement with ACT, Inc. for WorkKeys, an Internet Based Assessment System Used to Determine Applicants as Highly Qualified and Allowing the Assistant Superintendent for Employee and Public Relations to Sign the Agreement and Affiliated Documents

EXECUTIVE SUMMARY:

Administration recommends Governing Board approval of the service agreement with ACT, Inc. The service agreement provides professional services for the WorkKeys® Internet-Based Assessment System used to determine applicants as highly qualified to be in classified classroom positions. The cost of the testing is paid for by the applicant.

The agreement has been reviewed and released by legal counsel.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the Service Agreement with ACT, Inc. for WorkKeys, an internet based assessment system used to determine applicants as highly qualified and allow the Assistant Superintendent for Employee and Public Relations to sign the agreement and any affiliated documents.

SUBMITTED BY:  
SUPERINTENDENT:

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

THIRD PARTY ADMINISTRATION ADDENDUM
FOR WORKKEYS® ASSESSMENTS AND EXPRESS SCORE®

This Third Party Administration Addendum (this “Addendum”) is an addendum to the Standard Agreement Form for use with end-users of WorkKeys (internet and paper), Express Score, and RegiSTAR related Products and Services, between ACT, Inc. (“ACT”) and Dysart Unified School District (“Customer”) dated December 31, 2008 (the “Agreement”).

Background

Pursuant to the Agreement, ACT has granted Customer the right to use certain ACT assessments and related software in connection with assessing individuals known in the Agreement as “Authorized Examinees”. Customer has requested that it be permitted to delegate the administration of the assessments and use or access to the software designated below to the following third party administrator: Rio Salado College (the “Administrator”).

(Check the products that the Administrator will access and use. The selected products are referred to herein as the “Selected Products”)

- WorkKeys® Internet-Based Assessment System
- WorkKeys® Paper-Based Assessment System
- Express Score®

ACT is willing to allow this, subject to the terms and conditions of this Addendum.

Agreement

The parties agree as follows:

1. Administrator agrees to be bound by the terms and conditions of the Agreement as it relates to the Selected Products as though it were the Customer including, without limitation, the following as applicable:
   a. Administrator will not administer the Assessments to anyone other than the Authorized Examinees, whether with or without a fee. Administrator may not otherwise resell or sublicense the Assessments.
   b. Administrator shall take all necessary steps to ensure that the Assessments and any other materials, software, or documentation provided by ACT under this Addendum is not disclosed or duplicated in whole or in part for any unauthorized use.
   c. Administrator agrees to comply with all policies and procedures of ACT including, without limitation, the WorkKeys Test Coordinator Manual and the WorkKeys Directions for Administration Manual. Such policies and procedures may be updated or revised by ACT from time to time.
2. Customer agrees to remain primarily responsible for compliance with the Agreement and shall indemnify ACT for any claims, actions, damages, loss and/or liabilities (including but not limited to attorneys’ fees and court costs) arising out of or related to the acts or omissions of the Customer or the Administrator in connection with this Addendum. Customer further agrees that any breach of this Addendum by the Customer or the Administrator constitutes a breach of the Agreement.
3. Customer agrees to continue to retain responsibility for making all payments due under the Agreement directly to ACT.
4. Customer consents to the Administrator’s access to Customer’s WorkKeys realm and related Assessment information in connection with the administration of the Assessments.
5. Customer and Administrator agree to fully cooperate with ACT in any test security investigations.
6. Subject to the terms and conditions of this Addendum, ACT agrees to allow Administrator use of the Selected Products to administer the Assessments to the Authorized Examinees for the term of the Agreement.
7. All other terms and conditions of the Agreement remain unchanged. Capitalized terms used in this Addendum without definition shall have the meanings assigned to them in the Agreement.

Third Party Administration Addendum for WorkKeys® Assessments
Revision date 030320091609
8. This Addendum shall be governed by the laws of the State of Iowa.

By signing, below, the parties' authorized signatories hereby agree to the terms of this Addendum.

ACT, INC.

By: __________________________
Print Name: Pat Harvey
Title: Director

CUSTOMER
Dysart Unified School District

By: __________________________
Print Name: Jim Dean
Title: Assistant Superintendent

ADMINISTRATOR

By: __________________________
Print Name: 
Title: 

Third Party Administration Addendum for WorkKeys® Assessments
Revision date 030320091609
CONTRACT ADDENDUM

The following terms are hereby added to the Agreement between ACT ("Contractor") and the Dysart Unified School District No. 89 in compliance with Arizona law:

**Term (replacing paragraph C and 2).** The term of the underlying Agreement shall be for one year only, or until June 30, 2013. The parties may agree to renew this agreement on an annual basis for up to four additional one year terms.

**Arizona Law (replacing paragraph 15).** This Agreement is made in the State of Arizona and shall be interpreted by the laws of the State of Arizona. Any dispute arising out of or relating to this Agreement shall be brought in the Maricopa County Superior Court or the United States District Court, District of Arizona.

**Cancellation.** The District reserves all rights that it may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511, as amended.

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

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

**E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-440I, the parties warrant their compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). A party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The parties each retain the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the other party's random inspections including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
Sudan/Iran. The parties hereby certify to each other, that they do not have and during the term hereof will not have a "scrutinized business operation" in either Sudan or Iran as required under A.R.S. §§ 35-391.06 and 35-393.06 respectively.

Insurance. Each party, at its cost, shall maintain comprehensive general liability insurance with limits of not less than $1,000,000 per occurrence, insuring against all liability of said party and its authorized representatives arising out of and in connection with said party's use or occupancy of the facilities. Said insurance shall include broad form contractual liability covering, without limitation, the liability assumed under this Indemnification provisions of this Agreement. If the policy is to be written with an annual aggregate limit, that limit shall be not less than $2,000,000. Comprehensive general liability shall name the other party to this Agreement as an additional insured. All insurance policies shall provide that the policies cannot be cancelled, not renewed, nor limited in scope of coverage or limits until and unless thirty (30) calendar days prior notice is given to the other party.

Effect of Addendum: Except as expressly modified by the provisions of this Addendum, the underlying agreement shall continue in full force and effect. In the event any inconsistencies exist between the terms of this Addendum and the underlying agreement, this Addendum shall control. This Addendum is hereby incorporated by reference into the underlying agreement.

DYSART UNIFIED SCHOOL DISTRICT No. 89

NAME: Jim Dean
SIGNATURE: __________________
TITLE: Assistant Superintendent

CONTRACTOR

NAME: __________________________________________
SIGNATURE: _____________________________________
TITLE: ___________________________________________
SECTION A: Customer details:

Customer Name (exact legal name) _____________________________________________

Customer Address ____________________________________________________________

City ______________________________ State __________________________ Zip Code ______

Person to Contact ___________________________ Position __________________________

Direct Telephone __________________________ Fax _________________________________

E-Mail ________________________________________________________________

Complete the following if "Bill to" is different than above:

"Bill to" Address __________________________

SECTION B: Products and Services: The following products and services ("Products and Services") are hereby ordered by Customer:

□ WorkKeys® Internet-Based Assessment System
□ Spanish WorkKeys® Internet-Based Assessment System
□ WorkKeys® Paper-Based Assessment System
□ Express Score®
□ RegiSTAR related Products and Services
□ Readiness Indicator
□ KeyTrain® related Products and Services
□ Other: Describe __________________________

SECTION C: Term: The term of this Agreement shall become effective on the date of acceptance and approval by ACT and shall remain in effect for one year thereafter. This Agreement shall then be automatically renewed for successive 12 month periods thereafter unless terminated as provided herein or unless either party gives notice of their intention not to renew at least 30 days prior to the end of such term.

SECTION D: Complete Agreement: The complete agreement between ACT and the Customer consists of the following which are all hereby incorporated by reference (1) this Standard Agreement Form, (2) the attached General Terms and Conditions, (3) the Authorized Customer Location(s), (4) the Pricing Exhibit, (5) the Supplemental Product Specific Terms and Conditions for each product and service ordered by the Customer referenced in Section B, and (6) the following additional attachments: None.

SECTION E: Signatures: By signing below, the parties' authorized representatives hereby indicate their agreement to the terms and conditions of this Agreement.

ACT, Inc.

By: ______________________________________________________________________
Name: _____________________________________________________________________
Title: ____________________________________________________________________
Date: ____________________________________________________________________

By: ______________________________________________________________________
Name: _____________________________________________________________________
Title: ____________________________________________________________________
Date: ____________________________________________________________________

Customer

Signature: __________________________________________________________________
Printed Name: __________________________________________________________________
Title: _____________________________________________________________________
Date: _____________________________________________________________________

Date of Acceptance and Approval By ACT: ___________________________________________________________________

201209201607
ACT and the Customer agree as follows:

1. Definitions. As used in this Agreement, the following terms shall mean:
   (i) "ACT" means ACT, Inc.
   (ii) "Agreement" means the complete agreement as described in Section D of the Standard Agreement Form.
   (iii) "Products and Services" means the products and services ordered by Customer identified in Section B of the Standard Agreement Form.
   (iv) "Customer" means the party named in Section A of the Standard Agreement Form.

2. Term. The term of this Agreement shall be as set forth in Section C of the Standard Agreement Form ("Term"); subject to earlier termination as set forth in this Agreement.

3. Products and Services. ACT agrees to provide, subject to the terms and conditions in this Agreement, the Products and Services indicated on the Standard Agreement Form.

4. Payment Terms. Customer agrees to pay ACT the amounts set forth in this Agreement. Customer shall make all payments within thirty (30) days of the date of an invoice from ACT. All invoices shall be sent to the Customer at the address listed in Section A of the Standard Agreement Form. All taxes shall be at the Customer's expense.

5. Confidentiality. During the term of this Agreement, ACT may disclose certain Confidential Information of a special and unique nature to the Customer. As used in this Agreement, "Confidential Information" means any information (whether in written, verbal, or other format) marked or identified as being confidential or which a reasonable person would understand to be confidential from the nature of the information or the circumstances of the disclosure. Customer agrees that neither it nor its employees shall at any time during or following the Term, without the express written permission of ACT, either directly or indirectly, publish, display, disclose, sell, assign, license, transfer title to, or otherwise dispose to any person, organization, or entity in any manner whatsoever, any Confidential Information, or use the Confidential Information except as strictly necessary for its intended and authorized purpose under this Agreement. Customer shall protect the Confidential Information using a standard of care it uses to protect its own confidential and proprietary information, but in any event no less than a reasonable standard of care. All Confidential Information shall be and remain the property of ACT notwithstanding the subsequent termination of this Agreement. Customer shall, within ten (10) days of ACT's written request, return the Confidential Information to ACT (including any copies thereof), or if ACT so permits, certify in writing that all Confidential Information (including any copies thereof) has been destroyed using a method designed to ensure confidentiality and permanently deleted from any computer hardware or other equipment. Customer shall immediately notify ACT in writing of any unauthorized use or disclosure of the Confidential Information and assist in remedying such unauthorized use or disclosure, as requested by ACT (which shall not limit other remedies of ACT as provided herein or by applicable law). In the event of a breach or threatened breach of this Section 5, ACT, in addition to and not in limitation of any of the rights, remedies or damages available to it at law or in equity, shall be entitled to a temporary or permanent injunction to prevent or restrain any such breach by the Customer.

6. LIMITATION ON DAMAGES. ACT'S LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT CUSTOMER HAS PAID ACT DURING THE THEN CURRENT TERM OF THIS AGREEMENT. IN NO EVENT SHALL ACT BE LIABLE TO CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.

7. WARRANTY AND LIMITATIONS. EXCEPT FOR WARRANTIES EXPRESSLY SET FORTH IN THE SUPPLEMENTAL TERMS AND CONDITIONS, ACT EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE, AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. CUSTOMER SHALL HAVE THE SOLE RESPONSIBILITY FOR ASSURING THAT ITS USE OF THE PRODUCTS OR SERVICES COMPLIES WITH FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS AND ALL LABOR, EMPLOYEE, OR OTHER CONTRACTS OR PRACTICES TO WHICH IT IS A PARTY.

8. Termination. Either party may terminate this Agreement upon written notice to the other party in the event that other party breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach. This Agreement (including without limitation any individual supplement) may also be terminated without cause at any time by either party giving thirty (30) days written notice to the other. Within 30 days after termination for any reason, Customer shall pay ACT for all Products delivered and Services performed through the date of termination. All covenants and agreements to be performed and/or observed by either party under this Agreement after the termination of the Agreement or which by their nature survive such termination including, without limitation, those obligations and agreements set forth in Sections 4, 5, 6, 7, 8, 11, 12, 13, 15; of these General Terms and Conditions, shall survive termination of this Agreement.

9. Relationship of the Parties. The parties to this Agreement are independent contractors. Neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party.

10. Force Majeure. ACT shall not be liable to Customer for any delay or failure to perform, which delay or failure is due to causes or circumstances beyond its control, including, without limitation, national emergencies, fire, flood, epidemics, or catastrophes, acts of God, governmental authorities, or parties not under the control of ACT, insurrection, war, riots, or failure of transportation, communication, or power supply. ACT shall exercise commercially reasonable efforts to mitigate the extent of the excusable delay or failure and its adverse consequences; provided, however, that should any such delay or failure continue for more than sixty (60) days, the Agreement may be terminated by either the party immediately upon notice to the other.

11. Assignment. Subcontracts. This Agreement may not be assigned by Customer without the express prior written consent of ACT. No permitted assignment shall relieve Customer hereto of its obligations prior to the assignment. Any assignment in violation of this Section shall be void. This Agreement shall be binding upon Customer's permitted successors and assigns. ACT may subcontract all or part of its obligations under this Agreement provided that ACT shall remain responsible for any such subcontractor's performance.

12. Entire Agreement. This Agreement (including all attachments incorporated herein) constitutes the entire agreement between the parties with respect to the subject matter hereunder and supersedes all other prior agreements and understandings, both written and oral. The terms and conditions contained in this Agreement are the only conditions applying to the delivery of the Products and Services. ACT expressly objects to and rejects any different or additional terms included in Customer's request for proposal, quotation, purchase order, acknowledgment form, or other documents that purport to bind the parties. No waiver, consent, modification, or amendment to this Agreement shall be binding unless in writing and signed by both parties.

13. Notices. Notices under this Agreement shall be deemed to be adequate and sufficient notice if given in writing and delivered via (a) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three business days following deposit to U.S. mail; or (b) a nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one business day following delivery to such nationally recognized overnight air courier. All notices shall be sent to ACT at the following address: ACT, Inc. 500 ACT Drive, P.O. Box 168, Iowa City, Iowa 52243-0168, Attention: CFO, Fax: 319-341-2760. All notices shall be sent to Customer at the address set forth in Section A of the Standard Agreement Form.

14. Authorization. Each party represents and warrants that (a) it has the requisite authority to enter into this Agreement; and (b) that the individual(s) signing this Agreement on behalf of such party is(are) authorized to do so.

15. Governing Law. This Agreement shall be governed by the laws of the State of Iowa. Should any provision of this Agreement be held by a court to be unenforceable, such provision shall be modified by the court and interpreted so as to best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in full force and effect.
# AUTHORIZED CUSTOMER LOCATION

(This is the "Ship to")

<table>
<thead>
<tr>
<th>Location Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact:</td>
</tr>
<tr>
<td>Position:</td>
</tr>
<tr>
<td>Street:</td>
</tr>
<tr>
<td>City, State &amp; Zip:</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>Fax:</td>
</tr>
<tr>
<td>Email:</td>
</tr>
</tbody>
</table>

Realm URL:
Site Code:
Customer No.
AGENDA ITEM: *Recommendation for Approval to Participate in Cooperative Contracts for the 2013-2014 Fiscal Year

Action/Consent  X  Action/Discussion  ___  Information  ___  Supporting Data  ___
Cost: Varies per contract  Funding Source: Various

EXECUTIVE SUMMARY:

It is recommended the Governing Board approve the participation in various cooperative contracts with The State Procurement Office (SPO), The Greater Phoenix Purchasing Consortium of Schools (GPPCS), Mohave Educational Services Cooperative (MOHAVE), Strategic Alliance for Volume Expenditures (SAVE), U.S. Communities Government Purchasing Alliance (U.S. Communities), Western States Contracting Alliance (WSCA), The Cooperative Purchasing Network (TCPN), and 1GPA, which are beneficial for the District for the 2013-2014 fiscal year.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the participation in cooperative contracts as presented for the 2013-2014 fiscal year.

SUBMITTED BY: [Signature]  SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion:  ___  Second:  ___  Vote:  ____  AGENDA ITEM:  ___
AGENDA ITEM: *Recommendation for Approval to Award Contract No. 14-550-007 Athletic Supplies and Equipment for the 2013-2014 School Year

Action/Consent X Action/Discussion ____ Information ____ Supporting Data ____
Cost: $246,500 Funding Source: M&O, Capital, Grants, Student Activities, Auxiliary, Tax Credit, Gifts & Donations

EXECUTIVE SUMMARY:

It is recommended the Governing Board approve the recommendation for award of Athletic Supplies and Equipment to the following 13 vendors for the 2013-2014 fiscal year.

- Aluminum Athletic Equipment Co. (AAE)
- Buddy’s All Stars
- EVS (East Valley Sports)
- Flaghouse, Inc.
- Korney Board Aids
- Medco Supply Co.
- Nasco
- Riddell/All American
- S&S Worldwide
- Sunvalco Athletic Co.
- Tennis Outlet, Inc.
- Touchdown Sportswear and Promotions
- Universal Athletic

Bid is awarded to the least number of offerors necessary and in the best interest of the District, to meet District’s needs.

Relevant Data:

1. The Governing Board approved the Call for Bid on March 6, 2013.
2. Invitations for Bid Notification were emailed to 244 vendors on March 8, 2013.
3. Responses were downloaded by 59 vendors; however 55 of the responses were “No Bids”. Fifteen vendors submitted bids on March 27, 2013. These 15 include vendors that were not notified, but responded to the bid.
4. The market basket bid award is based on a sample of market basket items and catalog discounts offered by each vendor.
5. All items were awarded to responsive and responsible bidders.
6. The savings obtained by award of contract is approximately $43,500 based on 10%-20% discounts offered.
7. The cost estimated at $246,500 is based upon the response from the school sites on their anticipated needs for the 2013-2014 fiscal year.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the award of Contract No. 14-550-007 Athletic Supplies and Equipment for the 2013-2014 school year as presented.

SUBMITTED BY: SUPERINTENDENT: 
ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM:
AGENDA ITEM: *Recommendation for Approval of Sole Source Vendors for the 2013-2014 Fiscal Year

EXECUTIVE SUMMARY:

It is recommended the Governing Board approve the vendors listed as sole source providers for the 2013-2014 fiscal year. The listing below details the products and/or services provided, the rationale supporting the recommendation, the estimated cost, and the funding source.

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Service or Product</th>
<th>Supporting Information</th>
<th>Estimated Amount</th>
<th>Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arizona American Water Co.</td>
<td>Utilities</td>
<td>Provides Sewer Service for several of the campus sites.</td>
<td>$400,000</td>
<td>M&amp;O</td>
</tr>
<tr>
<td>Arizona Assoc. of School Business Officials</td>
<td>Membership Organization</td>
<td>Industry Standard-School Business Officials organization. Provides services and training.</td>
<td>$9,000</td>
<td>M&amp;O and Grants</td>
</tr>
<tr>
<td>Arizona Department of Education</td>
<td>ADE</td>
<td>Arizona Department of Education – Provides services and training.</td>
<td>$55,000</td>
<td>M&amp;O and Grants</td>
</tr>
<tr>
<td>Arizona Department of Health Services</td>
<td>License Fees</td>
<td>Licensing fees for Child Care Facilities and Jump Start Programs</td>
<td>$30,000</td>
<td>Community Schools and Civic Center</td>
</tr>
<tr>
<td>Arizona Department of Public Safety</td>
<td>Law Enforcement</td>
<td>Fingerprint Processing and Clearance Cards</td>
<td>$30,000</td>
<td>M&amp;O, Fingerprint, Community Schools</td>
</tr>
<tr>
<td>Arizona Interscholastic Association</td>
<td>Membership Organization</td>
<td>Membership provides Arizona school districts with guidelines and uniform rules for various high school sports programs. Many high schools within the state will not participate in sports programs with high schools which are not members.</td>
<td>$110,000</td>
<td>M&amp;O and Auxiliary</td>
</tr>
</tbody>
</table>

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the sole source vendors for the 2013-2014 fiscal year.

SUBMITTED BY: [Signature]  SUPERINTENDENT: [Signature]  ACTION BY BOARD: Motion:   Second:   Vote:   AGENDA ITEM: 5
**Vendor Name** | **Service or Product** | **Supporting Information** | **Estimated Amount** | **Fund**
---|---|---|---|---
Arizona Public Service Company | Utilities | Effective January 2001, the Arizona Electric Competition Act deregulated power generation, metering, and billing services for electric power. In March of 2000 the Arizona Association of School Business Officials put together an Energy Committee Study. The Committee conducted a formal survey of all 17 registered electric service providers to ascertain which firms would be able to accept new accounts effective January 1, 2001. Based on this survey and numerous interviews conducted with industry experts, it was determined that circumstances do not warrant a competitive procurement for electric power at this time. | $6,600,000 | M&O and Adjacent Ways
Arizona School Administrators | Membership Organization | Industry Standard- Provides services, training, and materials. | $6,000 | M&O, Grants, and Safe Schools Healthy Students
Arizona School Boards Association | Membership Organization | Industry Standard-Membership Organization. Provides policy services and training. | $17,000 | M&O
Arizona School Counselors Association | Membership Organization | Industry Standard-Membership organization for Counselors. Provides services and training. | $5,000 | Safe Schools Healthy Students, M&O
Association for Supervision and Curriculum Development | Membership Organization | Industry Standard- Provides services, training, and materials. | $5,000 | M&O and Grants
AVID Center | Professional Development Program for Students | AVID-Advancement Via Individual Determination. Program increases students learning and performance. | $30,000 | M&O, Grants, and Capital
City of El Mirage | Traffic Signal | Traffic signal maintenance at Dysart High School, Dysart Road Entrance | $12,000 | M&O

**BOARD ACTION REQUESTED:**
It is recommended the Governing Board approve the sole source vendors for the 2013-2014 fiscal year.

**SUBMITTED BY:**

**SUPERINTENDENT:**

**ACTION BY BOARD:** Motion: Second: Vote: AGENDA ITEM: 5
## Vendor Name | Service or Product | Supporting Information | Estimated Amount | Fund
---|---|---|---|---
City of El Mirage - Community Development | Community | Inspection Services | $10,000 | Adjacent Ways
City of El Mirage Utility Services | Utilities | City water is the only vendor that provides Water Services & Sewage Service for each of the campuses within the city of El Mirage. | $230,000 | M&O
City of El Mirage - Police Department | Law Enforcement | School Resource Officer. SRO officer will support the District’s commitment to maintain safe and secure learning environments for students. | $82,000 | School Safety Program and Grants
City of Surprise | Community | Building Permits, IGA Fees, Camp Fees | $10,000 | M&O, Auxiliary, Tax Credit, Grants, and Bond
City of Surprise Community & Recreation | Community | Aquatic Center & Community Use | $16,000 | Community Schools and Civic Center
College Board | High School Students | AP, SAT, PSAT-NMSQT, CLEP exams, related materials, and services | $55,000 | M&O, Auxiliary
DES - Unemployment | Taxes | Unemployment Tax | $300,000 | Unemployment Insurance
DFAS-ADDO | Utilities | Provides water & sewage service for Luke Elementary. | $60,000 | M&O
EPCOR Water | Utilities | Provides water services for several of the campus sites. | $1,100,000 | M&O
Electrical District #7 | Utilities | An old electrical meter that services the DHS Library and El Mirage Sundown Buildings. | $11,000 | M&O
Infinite Campus | Student Management Information System | Annual maintenance & support renewals on the Infinite Campus System. Original sealed Bid #09-265-019 Student Information Management System. Infinite Campus must service and maintain their product in order to maintain warranty. | $243,162 | M&O
International Baccalaureate North America | International Baccalaureate Organization | Participation by High School requires membership and testing that cannot be obtained elsewhere. | $43,000 | M&O and Auxiliary Operations

### BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the sole source vendors for the 2013-2014 fiscal year.

---

**SUBMITTED BY:**

**SUPERINTENDENT:**

**ACTION BY BOARD:** Motion: Second: Vote: **AGENDA ITEM:** 5
### Vendor Name | Service or Product | Supporting Information | Estimated Amount | Fund
---|---|---|---|---
Maricopa County Elections Dept. | Elections | Election Support and Services | $40,000 | M&O
Maricopa County Environmental Services | Safety | School grounds permits, inspection fees & permits for kitchens, Food Handler Card training, and permits for Culinary Arts Program. | $22,000 | M&O, Community Schools, Food Service, and WestMec
National School Boards Association | Membership Organization | National Affiliate Fees and Technology Leadership Network Fees | $12,000 | M&O
Rachel's Challenge | Special Program | Rachel's Challenge is a unique program which exists to inspire, equip, and empower every person to create a permanent positive culture change in their school, business, and community by starting a chain reaction of kindness and compassion. The core component of Rachel's Challenge is a spellbinding and impassioned school assembly that tells the story of Rachel Scott and inspires a desire for change among students. It is unique in that the assembly is followed up with student training, a permanent school club, and a community presentation. The results from the Challenge have been outstanding - such as an Elementary School in Texas that had 90% fewer disciplinary referrals in the months after the program initiated, a High School in Illinois experienced 84% fewer out of school suspensions, 78% more students indicated they would intervene in a bullying incident in their school after seeing the challenge. Most significantly, in a recent 24 month period, Rachel’s Challenge received more than 450 emails from students who indicated they had changed their mind about taking their own life after the Challenge made their school a better and more caring place. | $120,000 | M&O, Grants, Gifts & Donations

### BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the sole source vendors for the 2013-2014 fiscal year.

---

SUBMITTED BY: ___________________________________________ SUPERINTENDENT: ___________________________________________

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: _____
<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Service or Product</th>
<th>Supporting Information</th>
<th>Estimated Amount</th>
<th>Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scantron Corporation</td>
<td>Scantron Machines, Maintenance and Forms</td>
<td>Scantron is the manufacturer of the standard scanning equipment used by the District, as well as the only vendor that will guarantee the forms work with the Scantron scanner machines.</td>
<td>$56,000</td>
<td>M&amp;O, Grants, and Capital</td>
</tr>
<tr>
<td>Southwest District Key Club</td>
<td>Membership Organization</td>
<td>Industry Standard-Student Membership Organization. Provides services and training.</td>
<td>$6,000</td>
<td>Tax Credit</td>
</tr>
<tr>
<td>Southwest Gas Corporation</td>
<td>Utilities</td>
<td>Southwest Gas is the only vendor that provides Natural Gas Service for the District.</td>
<td>$85,000</td>
<td>M&amp;O</td>
</tr>
<tr>
<td>Zonar Systems</td>
<td>Maintenance &amp; Support</td>
<td>Annual maintenance &amp; support renewals on the Zonar System. Original sealed Bid #08-292-010 Electronic Vehicle Inspection Report System. Zonar Systems must service and maintain their product in order to maintain warranty.</td>
<td>$60,000</td>
<td>M&amp;O</td>
</tr>
</tbody>
</table>

**BOARD ACTION REQUESTED:**

It is recommended the Governing Board approve the sole source vendors for the 2013-2014 fiscal year.

**SUBMITTED BY:** ___________________________  **SUPERINTENDENT:** ___________________________

**ACTION BY BOARD:** Motion: _______  Second: _______  Vote: _______  **AGENDA ITEM:** 5

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

Cost: ___________________ Funding Source: Grants, IDEA

EXECUTIVE SUMMARY:

It is recommended the Governing Board approve personnel action items which may include new hires, leaves of absence, resignations, terminations and supplemental compensation. Information regarding the personnel action items is attached.

BOARD ACTION REQUESTED:
It is recommended the Governing Board approve personnel actions for April 3, 2013 through April 17, 2013 as presented.
NEW HIRE

CLASSIFIED STAFF

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blackson, Justin</td>
<td>Student Helper</td>
</tr>
<tr>
<td>Fischer, Yelena</td>
<td>Instructional Assistant SPED</td>
</tr>
<tr>
<td>Raven, Valerie</td>
<td>Instructional Assistant SPED</td>
</tr>
</tbody>
</table>

REQUEST FOR LEAVE OF ABSENCE WITHOUT PAY

CERTIFIED STAFF

<table>
<thead>
<tr>
<th>NAME</th>
<th>DATES</th>
<th>ASSIGNMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Densford, Sharon</td>
<td>07/31/2013 - 05/30/2014</td>
<td>Teacher</td>
</tr>
<tr>
<td>Smith, Laura</td>
<td>07/31/2013 - 05/30/2014</td>
<td>K-3 Reading Interventionist</td>
</tr>
</tbody>
</table>

REQUEST FOR EXTENDED LEAVE

CERTIFIED STAFF

<table>
<thead>
<tr>
<th>NAME</th>
<th>DATES</th>
<th>ASSIGNMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gudeman, Karen</td>
<td>01/22/2013 - 05/24/2013</td>
<td>Teacher</td>
</tr>
<tr>
<td>Villegas Cadle, Clarissa</td>
<td>03/18/2013 - 11/30/2013</td>
<td>Teacher</td>
</tr>
</tbody>
</table>

RESIGNATION

ADMINISTRATIVE STAFF

<table>
<thead>
<tr>
<th>NAME</th>
<th>REASON</th>
<th>EFFECTIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gabrick, Tanya</td>
<td>Mutually Agreed/Administration Supports Waiver of Liquidated Damages</td>
<td>05/24/2013</td>
</tr>
</tbody>
</table>

CERTIFIED STAFF

<table>
<thead>
<tr>
<th>NAME</th>
<th>REASON</th>
<th>EFFECTIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bojko, Alissa</td>
<td>Personal</td>
<td>05/24/2013</td>
</tr>
<tr>
<td>Braitman, Jennifer</td>
<td>Relocation</td>
<td>05/24/2013</td>
</tr>
<tr>
<td>Carlson, Jacob</td>
<td>Personal</td>
<td>05/24/2013</td>
</tr>
<tr>
<td>Collotta, Nicholas</td>
<td>Relocation</td>
<td>05/24/2013</td>
</tr>
<tr>
<td>DeLaCruz, Kelly</td>
<td>Personal</td>
<td>05/24/2013</td>
</tr>
<tr>
<td>Finnerty, Michael</td>
<td>Personal</td>
<td>05/24/2013</td>
</tr>
<tr>
<td>Gregovich, Kathleen</td>
<td>Personal</td>
<td>05/24/2013</td>
</tr>
</tbody>
</table>
Morgan, Dianna  | Relocation  | 05/24/2013
Platt, Maureen | Retirement | 05/24/2013
Santos, Ron   | Relocation | 05/24/2013
Schiff, Emilie| Relocation | 05/24/2013
Seay, Ashley  | Job Abandonment | 04/02/2013
Skidmore, Michael | Retirement | 05/24/2013
Swinney, Caroll | Retirement | 05/24/2013
Van Ryen, Katrina | Mutually Agreed/Administration Supports Waiver of Liquidated Damages | 04/08/2013
VanVyve, Karen | Relocation | 05/24/2013
Van Winkle, Errika | Other Employment | 05/24/2013
Wiles, Catherine | Personal | 05/24/2013
Yadon, Alison | Relocation | 05/24/2013
Zobac, Mary | Personal | 05/24/2013

**CLASSIFIED STAFF**

<table>
<thead>
<tr>
<th>NAME</th>
<th>REASON</th>
<th>EFFECTIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benitez, Adam</td>
<td>Relocation</td>
<td>04/02/2013</td>
</tr>
<tr>
<td>Chavez, Margaret</td>
<td>Personal</td>
<td>03/28/2013</td>
</tr>
<tr>
<td>Davis, Jacqueline</td>
<td>Personal</td>
<td>04/18/2013</td>
</tr>
<tr>
<td>Nelson, Antoinette</td>
<td>Personal</td>
<td>04/12/2013</td>
</tr>
<tr>
<td>Paez, Melissa</td>
<td>Other Employment</td>
<td>04/13/2013</td>
</tr>
<tr>
<td>Potter, Patience</td>
<td>Professional Advancement</td>
<td>04/24/2013</td>
</tr>
<tr>
<td>Rogers, Ronny</td>
<td>Inactive Status</td>
<td>04/08/2013</td>
</tr>
<tr>
<td>Verdoza, Sonja</td>
<td>Personal</td>
<td>04/05/2013</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL COMPENSATION**

Staff will be paid per MOU for Teaching and Tutoring.

<table>
<thead>
<tr>
<th>Americo, Dorothy</th>
<th>Kinane, Tracy</th>
<th>Nottingham, Deanna</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attilio, Mario</td>
<td>Knutson, Susan</td>
<td>Orozco, Julia</td>
</tr>
<tr>
<td>Bernard, Kamyle</td>
<td>Kucik, Jonathan</td>
<td>Roselle, Heather</td>
</tr>
<tr>
<td>Beuthin, Kevin</td>
<td>Lahnman, Aaron</td>
<td>Selden, Christina</td>
</tr>
<tr>
<td>Chacon, Aida</td>
<td>Larsen, Marisa</td>
<td>Sparks, Karen</td>
</tr>
<tr>
<td>Deissler, Sherri</td>
<td>Laviola, Stephanie</td>
<td>Vantienderen, Aubree</td>
</tr>
<tr>
<td>Dore, Jennifer</td>
<td>Leavings, Brenda</td>
<td>Wieber, Brian</td>
</tr>
<tr>
<td>Farmer, Kevin</td>
<td>Licocci, Samuel</td>
<td>Young, Denise</td>
</tr>
<tr>
<td>Fields, Christian</td>
<td>Magnan-Badaoui, Sharon</td>
<td>Zwick, Beverly</td>
</tr>
<tr>
<td>Jones, Jody</td>
<td>Markowski, Katherine</td>
<td></td>
</tr>
</tbody>
</table>
**Staff will be paid per MOU for K-8 Extended Day Activities**

<table>
<thead>
<tr>
<th>Name</th>
<th>Name</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Auau, Fagalele</td>
<td>Greathouse, Justin</td>
<td>Ramm, Matthew</td>
</tr>
<tr>
<td>Axness, Andrea</td>
<td>Hardman, Dani</td>
<td>Rankin, Heather</td>
</tr>
<tr>
<td>Ballou, Amanda</td>
<td>Helmick, Nicholas</td>
<td>Rogers, Amy</td>
</tr>
<tr>
<td>Banghart, Katie</td>
<td>Huber, Amy</td>
<td>Rust, Krista</td>
</tr>
<tr>
<td>Bastian, Michelle</td>
<td>Judd, Melissa</td>
<td>Sainsbury, Ronald</td>
</tr>
<tr>
<td>Benicki, Amy</td>
<td>Kingsbury, Christyn</td>
<td>Schultz, Elizabeth</td>
</tr>
<tr>
<td>Bennett, Rachel</td>
<td>Lara, Joann</td>
<td>Smith, Dawn</td>
</tr>
<tr>
<td>Boatright, Kassi</td>
<td>Mackenzie, Julie</td>
<td>Smith, Jennifer</td>
</tr>
<tr>
<td>Bowman, Melissa</td>
<td>Marquardt, Alexander</td>
<td>Stuart, Clark</td>
</tr>
<tr>
<td>Brosius, Astrid</td>
<td>McClaine, Christine</td>
<td>Swartz, Casic</td>
</tr>
<tr>
<td>Christians, Tanya</td>
<td>McLean, Brandi</td>
<td>Torres, Tali</td>
</tr>
<tr>
<td>Desai, Mita</td>
<td>Miller, Kathleen</td>
<td>Vogensen, Hayley</td>
</tr>
<tr>
<td>Evenson, Tiffany</td>
<td>Mosley, Tina</td>
<td>Wilke, Jason</td>
</tr>
<tr>
<td>Fallon, Natasha</td>
<td>Murphy, Sara</td>
<td>Woodard, Daska</td>
</tr>
<tr>
<td>Follett, Marcy</td>
<td>Negron Stierlen, Melinda</td>
<td></td>
</tr>
<tr>
<td>Fryling, Ariel</td>
<td>Radford, Lisa</td>
<td></td>
</tr>
</tbody>
</table>

**Staff will be paid for Additional Hours Classified.**

<table>
<thead>
<tr>
<th>Name</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allard, Laura</td>
<td>Aria, Karlynne</td>
</tr>
<tr>
<td></td>
<td>DeLuna, George</td>
</tr>
</tbody>
</table>

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

- Fleming, Julie

**Staff will be paid per MOU to Conduct Staff Development.**

- Brown, Daniel
- Chavez, Danielle
- Herrera, Daniel

**Staff will be paid per MOU Prep Class Coverage.**

- Bohn, Nikole
- Null, Ashley
- Forney, Michelle
- Shields, Danielle

**Staff will be paid per MOU for Translation.**

- Chagolla, Augustine
- De La Ossa, Dora
- Porchini, Sandy

**Staff will be paid per MOU for Curriculum Writing.**

- Wilfong, Christine

**Staff will be paid per MOU for High School Activities.**

- Reidy, Jennifer

**Staff will be paid per MOU for K-8 Athletics Spring.**

- Brewer, Melodie
Staff will be paid per MOU for Game Supervisor.

Hancock, Jeff                  Isherwood, Debra                  VanWinkle, Errika

Staff will be paid per MOU for Summer School Coordinator.

Wilfong, Christine
Dysart Unified School District          April 17, 2013          Governing Board Meeting

"Exceeding standards, future ready"

GOVERNING BOARD ITEM

AGENDA ITEM: Approval of the Minutes for Governing Board Meetings and Events

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

Cost: N/A  Funding Source: N/A

EXECUTIVE SUMMARY:
It is recommended the Governing Board approve the minutes of the April 4, 2013 Dysart Heroes Awards Dinner and the April 3, 2013 Governing Board meeting.

BOARD ACTION REQUESTED:
It is recommended the Governing Board approve the minutes of the April 3, 2013 Governing Board meeting and the April 4, 2013 Dysart Heroes Awards Dinner.

SUBMITTED BY: [Signature]  SUPERINTENDENT: [Signature]

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

MINUTES: GOVERNING BOARD – REGULAR MEETING

2012-2013 April 3, 2013 Location: Nathaniel Dysart Education Center

I. REGULAR MEETING - GENERAL FUNCTION

1. Ms. Traci Sawyer-Sinkbeil, Governing Board President, called the regular meeting to order at 6:00 p.m. Governing Board members constituting a quorum were present; Ms. Traci Sawyer-Sinkbeil, Ms. Christine Pritchard, Mr. Jerry Eynon, Ms. Jennifer Tanner, and Mrs. Bonnie Schroader.

2. Marley Park students, Naomi Cundiff and Mikayla Hudgens, led the Pledge of Allegiance. 

3. A motion by Sawyer-Sinkbeil/Pritchard was entered to approve the agenda. Form consistent with Board Policy and temporarily suspend any Governing Board Policy with which this agenda may be inconsistent. UNANIMOUS

4. Summary of Current Events

- Presentations, Recognitions, Celebrations
  - Jim Braden was recognized for earning the rigorous NHSSA certification of Master Athletic Administrator.
  - Valley Vista, Willow Canyon and Marley Park teacher/student teams were recognized for hosting the New Century Learner Showcase.
  - Superintendent Update – Laura Scholton, Vice President of the Elementary/Junior High Activities for the Arizona Music Educators’ Association (AMEA), sent a note to recognize some very hard-working members of our Dysart team (Daryn Marinelli, James Hamontree, Deborah Forest, Don Hansen and the Valley Vista Band Boosters) for the role they played in the success of the recent AMEA All-State Festivals which were held here at the District. April has arrived which means AIMS testing in our K-8 buildings and AIMS Math and Science at the high schools. Tomorrow will be our Dysart Heroes Award Dinner; it will be an honor to celebrate with all our wonderful heroes.

- Governing Board Update
  - Traci Sawyer-Sinkbeil attended the March 28, 2013 College Expo and thanked staff for putting together a very informative event. Congratulations were extended to Logon Murphy for placing 2nd in the Arizona State Knife Skills competition earning a $4,000 culinary scholarship at Le Cordon Blue in Scottsdale. Ms. Sawyer-Sinkbeil acknowledged and thanked everyone for their kind words regarding her recent appointment to the School Facilities Board. She also shared information about an NBC News article regarding number sense in 1st grade.
  - Christine Pritchard attended the March 21st Canyon Ridge STEM event and toured the DEPCO lab. She thanked Countryside for the wonderful student notes sent to thank her for participating in the Read Across America event.
  - Bonnie Schroader attended the K-2 Awards Assembly at Countryside.
5. Audience with Individuals or Groups

Dr. Todd Aakhus, Director of Community Partnership Programs at Rio Salado College, and Michelle Dionisio, President and CEO of Benevilla, acknowledged Willow Canyon High School students for producing a video short featuring Benevilla. Under the guidance of Mike Walker, WCHS CTE/Media Communications Instructor, students, Cody Walker, Roger Parish, Casey Mendoza and Christian Hundley, did a spectacular job creating a video highlighting Benevilla’s extensive support for older adults, adults with developmental disabilities, children, and the families who care for them through various programs.

**ACTION/CONSENT**

A motion by Eynon/Pritchard was entered to approve the consent items as presented. UNANIMOUS

**ACTION/CONSENT**

1. Recommendation for Implementation of Governing Board Policy Section 10.12 – Open Enrollment for the 2013-2014 School Year
   Authorized the Superintendent to implement the Open Enrollment Policy as presented for the 2013-2014 school year. Appendix A
   UNANIMOUS

2. Recommendation for Approval to Award Contract No. 14-0611-001 Supplemental Worksite Individual Insurance to AFBAC for the 2013-2014 Fiscal Year
   Approved
   UNANIMOUS

3. Recommendation for Approval to Issue and Release Invitations for Bid for Special Education Tests & Related Materials
   Approved the issue and release of multi-term invitations for bid for Special Education Tests & Related Materials for the 2013-2014 fiscal year.
   UNANIMOUS

   Approved. Appendix B
   UNANIMOUS

5. Request for Release from Contract – Administrative Staff – 2012-2013 School Year
   Accepted the recommendation to not release Tanya Gabrick from her 2012-2013 Administrative Employee Contract.
   UNANIMOUS

6. Recommendation for Approval of Additional FTE for the 2013-2014 School Year
   Approved adding a 1.0 FTE Behavior Analyst for the 2013-2014 school year.
   UNANIMOUS

7. Recommendation for Approval of Additional FTE for the 2013-2014 School Year
   Approved adding a 1.0 FTE School Monitor for the 2013-2014 school year.
   UNANIMOUS
8. Recommendation for Approval of New Position for the 2013-2014 School Year
   Approved the new position of Records Specialist for the 2013-2014 school year.

9. Approval of the Minutes for Governing Board Meetings and Events for the Period of March 2013
   Approved the minutes of the March 6, 2013 Executive Session, Dysart Heroes School Presentation Event and the March 20, 2013 Governing Board meeting.

10. Hearing Officer’s Recommendation(s) Long Term Suspension
    Accepted the Hearing Officer’s recommendation to long term suspend student(s) in the matter of Student Discipline Hearing(s) HOR1213-026, HOR1213-027 and HOR1213-028.

11. Request for Board Member to Attend the 2013 Arizona Business Education Coalition (ABEC) Annual Conference in Phoenix, AZ, May 31, 2013
    Approved the travel request for Board Member Traci Sawyer Sinkbell to attend the 2013 Arizona Business Education Coalition (ABEC) Annual Conference in Phoenix, AZ, May 31, 2013.

12. Overnight Travel for Twenty-two Countryside Elementary Student Council Members, Two Advisors and Two Teacher Chaperones to Attend the 47th Annual (AAJHSC) Arizona Association of Junior High Student Council State Convention in Fountain Hills, AZ, May 8-9, 2013
    Approved

13. Overnight Travel for One Willow Canyon High School Band Student, One Advisor and One Chaperone to Attend the All State Band (ABODA) Arizona Band and Orchestra Directors Association in Flagstaff, AZ, April 18-20, 2013
    Approved

    Approved

15. Out of State Travel for Two District High School Lead Counselors to Attend the Required 2013 ACTE Region V Training Conference in Salt Lake City, UT, April 11-14, 2013
    Approved

16. Out of State Travel for Ten Dysart High School Teachers and One Administrator to Attend the (AVID) Advance Via Individual Determination Summer Conference in Dallas, TX, June 26-28, 2013
    Approved
17. Out of State Travel for Two Administrators and Two Teachers from Dysart High School to Attend the Pyramid Response to Intervention Workshop in Centennial, CO, May 7-9, 2013
Approved

18. Out of State Travel for Two Yearbook Advisors from Shadow Ridge High School and Valley Vista High School to Attend the 2013 Jostens Printing and Manufacturing Process Training in Visalia, CA, April 17-18, 2013
Approved

19. Out of State Travel for One Shadow Ridge High School Advanced Placement Biology Teacher to Attend the (AP) Advanced Placement by the Sea Summer Institute in San Diego, CA, June 24-27, 2013
Approved

20. Out of State Travel for One Shadow Ridge High School Band/Music Teacher to Attend the (AP) Annual Conference in Las Vegas, NV, July 17-21, 2013
Approved

Approved

22. Acceptance of Donations, Gifts and Grants
Accepted

23. Approval/Ratification of Payroll Vouchers 7514, 40, 7515, 41, 7516 and 42 in the Amount of $4,924,468.45
Approved/Ratified

24. Approval of Expense Vouchers 1039, 1040, 1041 and 1042 in the Amount of $4,078,494.14
Approved

25. Recommendation to Approve the Appointment of High School Assistant Principal
After discussion, a motion by Schroader/Tanner was entered to approve the appointment of Katherine Salter as High School Assistant Principal. Ms. Salter will be assigned to Valley Vista High School.

26. Recommendation to Approve the Appointment of High School Assistant Principal
After discussion, a motion by Pritchard/Eynon was entered to approve the appointment of Lisa Parachini as High School Assistant Principal. Ms. Parachini will be assigned to Valley Vista High School.
27. Recommendation to Approve the Employee Health Benefit Plan for the 2013-2014 School Year
After discussion, a motion by Tanner/Schroader was entered to approve the Employee Health Benefit Plan for the 2013-2014 school year. Appendix C UNANIMOUS

28. Recommendation for Approval of Classified Staff Notices of Employment Language for the 2013-2014 School Year
After discussion, a motion by Sawyer-Sinkbeil/Pritchard was entered to approve the classified staff notice of employment language for hourly and exempt support staff for the 2013-2014 school year. UNANIMOUS

29. Recommendation to Approve the District Extracurricular/Supplemental Assignment/Contract Addenda Pay Schedule for the 2013-2014 School Year
After discussion, a motion by Tanner/Eynon was entered to approve the District Extracurricular / Supplemental Assignment / Contract Addenda Pay Schedule for 2013-2014 as presented. Appendix D UNANIMOUS

INFORMATION

30. 2012-2013 Report on the Continuous Improvement Plan (CIP) for Student Support and Athletic Department
Mr. Jim Braden presented information regarding CIP achievements and goals/actions in place to ensure continued improvement. The Governing Board asked clarifying questions and received input regarding the presentation. Appendix E

31. Memorandum of Understanding with the Dysart Education Association for the 2013-2014 School Year
Through collaborative efforts with the Dysart Education Association an agreement was reached regarding the Memorandum of Understanding for the 2013-2014 school year. A draft of the MOU was provided for Board review. Appendix F

32. Recommendation for Revision of Governing Board Policy Section 12.2 – Relations with Education Research Agencies – First Reading
Revision of this section of policy is necessary to include text which was omitted from the previous approval.

REQUESTS FOR FUTURE AGENDA ITEMS - NONE

ADJOURNMENT

On a motion entered by Sawyer-Sinkbeil/ and by a unanimous vote, the meeting ended at 7:57 p.m.

Signed: Date:

_________________________  April 17, 2012
Dysart Heroes Recognition Dinner
Sun City Grand Kiva Ballroom,
19781 N Remington Dr
Surprise, AZ

MINUTES

April 4, 2013

I. EVENT MINUTES

1. 6:00 p.m. – 8:00 p.m.
A quorum of members was present; Mr. Jerry Eynon, Ms. Christine Pritchard, Ms. Traci Sawyer-Sinkbeil, Mrs. Bonnie Schroader, and Ms. Jennifer Tanner attended the event to honor the Dysart Heroes. The board interacted with the honorees and guests and participated in the silent auction. No district business was discussed and no board action was taken.

Signed: ____________________________

Date: ____________________________

April 4, 2013
AGENDA ITEM: *Hearing Officer's Recommendation(s) Long Term Suspension

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

Cost:  N/A  Funding Source:  N/A

EXECUTIVE SUMMARY:

The Hearing Officer for the Dysart Unified School District, conducted discipline hearings for violation of Governing Board Policy Section(s) 10.22 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):

HOR1213-029
HOR1213-030
HOR1213-031
HOR1213-032

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) HOR1213-029, HOR1213-030, HOR1213-031 and HOR1213-032.

SUBMITTED BY: [Signature]  SUPERINTENDENT: [Signature]

ACTION BY BOARD:  Motion:  _____  Second:  _____  Vote:  _____  AGENDA ITEM:  8
## HEARING OFFICER'S RECOMMENDATION(S)

<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>
<th>RETURN TO SCHOOL</th>
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<tr>
<td>HOR1213-029</td>
<td>4/4/2013</td>
<td>Barbara Surloff</td>
<td>ELMES</td>
<td>Disorderly Conduct</td>
<td>Long-Term Suspension</td>
<td>Remainder of 2012-2013 School Year</td>
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<td>HOR1213-030</td>
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<td>Barbara Surloff</td>
<td>SRHS</td>
<td>Fight (no weapon)</td>
<td>Long-Term Suspension</td>
<td>Remainder of 2012-2013 School Year</td>
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<td>Assault</td>
<td>Long-Term Suspension</td>
<td>Remainder of 2012-2013 School Year &amp; 1st Semester of 2013-2013 School Year</td>
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<td>Long-Term Suspension</td>
<td>Remainder of 2012-2013 School Year</td>
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<td>8/5/13</td>
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</table>
AGENDA ITEM:

*Revision of Date for the Overnight Travel of Twenty-two Countryside Elementary Student Council Members, Two Advisors and Two Teacher Chaperones to Attend the 47th Annual Arizona Association of Junior High Student Council State Convention in Fountain Hills, AZ, May 9-10, 2013

EXECUTIVE SUMMARY:

At its April 3, 2013 meeting, the Governing Board approved the overnight travel of twenty-two Countryside Elementary Student Council Members, two advisors and two male teacher chaperones to attend the 47th Annual Arizona Association of Junior High Student Council State Convention in Fountain Hills, AZ. The date of the conference was approved for May 8-9, 2013 but the date was noted incorrectly on the agenda. Governing Board approval is requested to correct the travel date for the event to May 9-10, 2013.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the overnight travel of twenty-two Countryside Elementary Student Council members, two advisors and two male teacher chaperones to attend the 47th Annual Arizona Association of Junior High Student Council State Convention in Fountain Hills, AZ, May 9-10, 2013.
AGENDA ITEM: *Out of State Travel For Up To Thirty-Eight Willow Canyon High School Vocal Ensemble Members, Stage Crew, Band Members and Up to Twelve Chaperones and One Advisor To Attend the FAME Festival for Show Choirs National Finals in Chicago, IL, April 25-28, 2013

Action/Consent X Action/Discussion Information Supporting Data
Cost: $31,620.00 Funding Source: Tax Credit

EXECUTIVE SUMMARY:

WHO: Up to thirty-eight WCHS vocal ensemble, stage crew, band members, one advisor and up to twelve male/female chaperones

WHAT: FAME Festival for Show Choirs National Finals

WHERE: Chicago, IL

WHEN: April 25-28, 2013

WHY: Students will perform in a National Finals Competition. The festival will provide the students the opportunity to learn new and different singing techniques from national clinicians. Students will also have the opportunity to learn from other high school show choirs from across the United States and be adjudicated by nationally known judges.

COST: The approximate cost of $31,620.00 includes festival fees, accommodations, meals, charter bus and airfare. Student's contribution not to exceed $100.00 with the remainder to be paid by Booster Club, Student Activities and Tax Credit funds. Guest teachers to be paid by club funds. Cancellation fees, if needed, will be paid by the Choir Parent Booster Club.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve up to thirty-eight Willow Canyon High School vocal ensemble members, stage crew, band members, one advisor and up to twelve chaperones to attend the FAME Festival for Show Choirs National Finals in Chicago, IL, April 25-28, 2013.
AGENDA ITEM: *Out of State Travel for Up to Six Willow Canyon High School SkillsUSA TV/Video Production Program Students and Two Teacher/Advisors to Attend the 2013 SkillsUSA National Leadership Conference and Skills Championships in Kansas City, MO, June 23-29, 2013

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

Cost: $10,352.00 Funding Source: Student Contribution, West-MEC, Club Funds

EXECUTIVE SUMMARY:

WHO: Up to six Willow Canyon High School TV/Video Production program students, one male and one female teacher/advisor

WHAT: 2013 SkillsUSA National Leadership Conference and Skills Championships

WHEN: June 23-29, 2013

WHERE: Kansas City, MO

WHY: Students attending the conference will compete at the 2013 SkillsUSA National Championships in extemporaneous speaking, career pathways showcase and audio/radio production contests.

COST: The approximate cost of $10,200.00 includes airfare, conference registration, lodging, meals, and ground transportation. Student’s contributions not to exceed $100.00 with the remainder to be paid by West-MEC and Club Funds.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the out of state travel of up to six Willow Canyon High School SkillsUSA TV/Video Production program students and two teacher/advisors to attend the 2013 SkillsUSA National Leadership Conference and Skills Championships in Kansas City, MO, June 23-29, 2013.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: ___ Second: ___ Vote: ___ AGENDA ITEM: ___
AGENDA ITEM: *Overnight Travel for Twelve Dysart High School Girls' Volleyball Players and Two Coaches to Participate in the Northern Arizona University Volleyball Camp in Flagstaff, AZ, July 25-27, 2013

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

Cost: $2,300.00 Funding Source: Tax Credit, Student Contribution

EXECUTIVE SUMMARY:

WHO: Twelve Dysart High School girls’ volleyball players and two female coaches

WHAT: NAU Volleyball Camp

WHEN: July 25-27, 2013

WHERE: Flagstaff, AZ

WHY: The camp will offer the girls’ volleyball team an opportunity to develop character, ethics, self-esteem, as well as individual skills and knowledge of the game. The team will be playing in a competitive team camp where the athletes will engage in personal and player growth.

COST: The approximate cost of $2,300.00 includes registration, lodging, meals and transportation. Student’s contribution not to exceed $100.00 with the remainder to be paid by Tax Credit funds. Students will travel to the event via white bus.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the overnight travel of twelve Dysart High School girls’ volleyball players and two coaches to participate in the Northern Arizona University volleyball camp in Flagstaff, AZ, July 25-27, 2013.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 12
AGENDA ITEM: *Out of State Travel for One Shadow Ridge High School Athletic Trainer to Attend the National Athletic Trainers’ Association 64th Annual Meeting and Clinical Symposia in Las Vegas, NV, June 24-27, 2013

<table>
<thead>
<tr>
<th>Action/Consent</th>
<th>Action/Discussion</th>
<th>Information</th>
<th>Supporting Data</th>
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<tr>
<td>$310.00</td>
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EXECUTIVE SUMMARY:

WHO: One Shadow Ridge High School Athletic Trainer

WHAT: National Athletic Trainers’ Association 64th Annual Meeting and Symposia

WHEN: June 24-27, 2013

WHERE: Las Vegas, NV

WHY: To attend presentations, workshops and sessions focusing on clinical and athletic training practices.

COST: The approximate cost of $310.00 is for registration fees to be paid by school athletic funds. The attendee will pay for all other cost associated with the travel.

BOARD ACTION REQUESTED:

It is recommended that the Governing Board approve the out of state travel of one Shadow Ridge High School athletic trainer to attend the National Athletic Trainers’ Association 64th Annual Meeting and Symposia in Las Vegas, NV, June 24-27, 2013.
AGENDA ITEM: Extra Curricular Tax Credit Fund and Student Activities Fund Reports for the Month of March 2013

Cost: N/A

Funding Source: N/A

EXECUTIVE SUMMARY:

As required by the Uniform System of Financial Records (USFR), Arizona State Statutes §15-1123 and Governing Board Policy Section 10.38, monthly reports on revenues, disbursements and balances must be prepared and submitted to the Governing Board.

BOARD ACTION REQUESTED:

It is recommended the Governing Board acknowledge receipt of the Extra Curricular Tax Credit Fund and the Student Activities Fund reports for the month of March 2013.

SUBMITTED BY: MARK SCHUSTER SUPERINTENDENT: ANDREW J. HARRISON

ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM: 14
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<td>(300.78)</td>
<td>(12,363.03)</td>
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<td>(12,363.03)</td>
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<th>103-UK</th>
<th>104-SUP</th>
<th>105-KWFES</th>
<th>106-WPF</th>
<th>108-ARES</th>
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<th>112-TRES</th>
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<th>105-KWFES</th>
<th>106-WPF</th>
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<td>13,846.64</td>
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<td>7,240.55</td>
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<td>2,419.30</td>
<td>2,179.06</td>
<td>1,217.03</td>
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**TOTAL BY SCHOOL**

85,853.90

Submitted by:

Marcie Rodriguez

Date: 4/5/13
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<th>School Designate</th>
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<td>Total Expenses</td>
<td>4,741,897.73</td>
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<td>Ending Balance</td>
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**Total Encumbrances**

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<tr>
<th>Beg Balas of 07/01/12</th>
<th>Total Revenue</th>
<th>Total Encumbrances</th>
<th>Total Expenses</th>
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<tbody>
<tr>
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</table>

**Total Expenses**

| 5,000.00               | 7,401,897.73  | 5,000.00           | 4,741,897.73   | 2,660,000.00   |

<table>
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<tr>
<th>Beg Bal as of 07/01/12</th>
<th>Total Revenue</th>
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**DYSART UNIFIED SCHOOL DISTRICT No. 89**

**EXTRA CURRICULAR TAX CREDIT FUND FOR FISCAL YEAR 2012-13**

**Period ending March 31, 2013**

**School Designate - 5599**

<table>
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<tr>
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<th>Total Encumbrances</th>
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<th>Ending Balance</th>
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**Athletic - 5591**

<table>
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<th>Total Encumbrances</th>
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**Fine Arts - 5592**

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**Enrichment/Remedial - 5595**

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**Reallocation - 5569**

| Total Transferred | 5,000.00               | 7,401,897.73  | 5,000.00           | 4,741,897.73   |

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<th>Total Encumbrances</th>
<th>Total Expenses</th>
<th>Ending Balance</th>
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<tbody>
<tr>
<td>5,000.00</td>
<td>7,401,897.73</td>
<td>5,000.00</td>
<td>4,741,897.73</td>
<td>2,660,000.00</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>7,401,897.73</td>
<td>5,000.00</td>
<td>4,741,897.73</td>
<td>2,660,000.00</td>
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<tr>
<td>Total Encumbrances</td>
<td>5,000.00</td>
<td>7,401,897.73</td>
<td>5,000.00</td>
<td>4,741,897.73</td>
</tr>
<tr>
<td>Total Expenses</td>
<td>4,741,897.73</td>
<td>5,000.00</td>
<td>4,741,897.73</td>
<td>2,660,000.00</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>2,660,000.00</td>
<td>5,000.00</td>
<td>4,741,897.73</td>
<td>2,660,000.00</td>
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**TOTAL BY SCHOOL**

| 24,135.71 | 19,737.39 | 20,873.92 | 17,484.91 | 21,172.33 | 21,322.97 | 55,391.24 | 70,261.31 | 72,459.58 | 84,236.16 | 1,021,543.96 |
### DUSD # 89

**STUDENT ACTIVITIES FUND**

**PERIOD ENDING: March 2013**

<table>
<thead>
<tr>
<th>Project Category</th>
<th>Project Code</th>
<th>Project Name</th>
<th>Beginning Cash Balance</th>
<th>Income (Deposits/Tfr)</th>
<th>Expense (Paid Invoices)</th>
<th>Subtotal: Month End Cash Balance</th>
<th>Expense Open POs (Encumbrances)</th>
<th>Month End Including Encumbrances</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ELEMENTARY/ALTERNATIVE SCHOOLS:</strong></td>
<td>8001</td>
<td>101 - DYSART</td>
<td>$11,335.42</td>
<td>$1,435.25</td>
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<td>102 - EL MIRAGE</td>
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<td>8001</td>
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<td>$3,853.61</td>
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<td>$1,772.75</td>
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<td>8001</td>
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<td>127 - RIVERVIEW</td>
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<tr>
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**Totals for Elementary/Alternative Schools**

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<th>Beginning Cash Balance</th>
<th>Income (Deposits/Tfr)</th>
<th>Expense (Paid Invoices)</th>
<th>Subtotal: Month End Cash Balance</th>
<th>Expense Open POs (Encumbrances)</th>
<th>Month End Including Encumbrances</th>
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<tbody>
<tr>
<td>$176,843.62</td>
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### 205 - DYSART HIGH SCHOOL

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<th>Expense (Paid Invoices)</th>
<th>Subtotal: Month End Cash Balance</th>
<th>Expense Open POs (Encumbrances)</th>
<th>Month End Including Encumbrances</th>
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<tbody>
<tr>
<td>8004</td>
<td>Anime Club</td>
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<td>Art Club</td>
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<tr>
<td>8116</td>
<td>AVID Club (Advancement Via Individual Determination)</td>
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<tr>
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## DUSD # 89
### STUDENT ACTIVITIES FUND
#### PERIOD ENDING: March 2013

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Beginning Cash Balance</th>
<th>Income (Deposits/Trf)</th>
<th>Expense (Paid Invoices)</th>
<th>Subtotal: Month End Cash Balance</th>
<th>Expense Open POs (Encumbrances)</th>
<th>Month End Including Encumbrances</th>
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</thead>
<tbody>
<tr>
<td>Boys' Basketball (Lettermans)</td>
<td>$367.56</td>
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<td>$565.00</td>
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<td>Boys' Football Club</td>
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<td>$1,423.00</td>
<td>$8,311.20</td>
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<tr>
<td>Boys' Soccer Club</td>
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<td>Cheer/Spirit Line</td>
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<td>Choir Club/Mello D's</td>
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<tr>
<td>Class of 2013</td>
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<td>$6,550.00</td>
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<tr>
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<tr>
<td>FCCLA (Stride Club (closed to Stuco 8/30/12)</td>
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<td>$-</td>
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<tr>
<td>Fellowship of Christian Athletics (FCA) Club</td>
<td>$-</td>
<td></td>
<td>$-</td>
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<tr>
<td>Girls' Basketball Club</td>
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## DUSD # 89

### STUDENT ACTIVITIES FUND

#### PERIOD ENDING: March 2013

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<th>Project</th>
<th>Beginning Cash Balance</th>
<th>Income (Deposits/Trfr)</th>
<th>Expense (Paid Invoices)</th>
<th>Subtotal: Month End Cash Balance</th>
<th>Expense Open POs (Encumbrances)</th>
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<td><strong>$ 59,050.29</strong></td>
<td><strong>$ (15,195.04)</strong></td>
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### 210 - WILLOW CANYON HIGH

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<th>Expense (Paid Invoices)</th>
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<th>Month End Including Encumbrances</th>
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<tbody>
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<td>8004</td>
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Page 3 of 7
## DUSD # 89
### STUDENT ACTIVITIES FUND
#### PERIOD ENDING: March 2013

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**Totals for Willow Canyon HS**
- **Beginning Cash Balance**: $132,030.41
- **Income (Deposits/Tfr)**: $18,397.60
- **Expense (Paid Invoices)**: $38,137.66
- **Subtotal: Month End Cash Balance**: $112,290.35
- **Expense Open POs (Encumbrances)**: $59,083.52
- **Month End Including Encumbrances**: $53,206.83

---

**20- VALLEY VISTA HIGH SCHOOL**

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### DUSD # 89

#### STUDENT ACTIVITIES FUND

**PERIOD ENDING:** March 2013

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<td><strong>$6,652.29</strong></td>
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<td><strong>(22,840.34)</strong></td>
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### 225 - SHADOW RIDGE HIGH SCHOOL

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<th>Income (Deposits/Trfr)</th>
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<th>Subtotal: Month End Cash Balance</th>
<th>Expense Open POs (Encumbrances)</th>
<th>Month End Including Encumbrances</th>
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### STUDENT ACTIVITIES FUND
**PERIOD ENDING: March 2013**

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<th>Subtotal: Month End Cash Balance</th>
<th>Expense Open POs (Encumbrances)</th>
<th>Month End Including Encumbrances</th>
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<td>8145 International Club</td>
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<td>8126 Military Club</td>
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<td>8096 NHS Club (National Honor Society)</td>
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<td>8143 ROTH (Reach Out to Help Animals) Club</td>
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<td>8072 SADD Club (Students Against Destructive Decisions)</td>
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<td>8133 Skills USA/Engineering</td>
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<td>8085 Track and Field Club</td>
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<td>8120 Young Life Campus Club</td>
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<td><strong>Totals for Shadow Ridge HS</strong></td>
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<td><strong>$ (4,393.69)</strong></td>
<td><strong>$ 44,024.74</strong></td>
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**Grand Total** | **$ 534,294.08** | **$ 86,202.21** | **$ (81,037.70)** | **$ 539,458.59** | **$ (156,930.41)** | **$ 382,528.18**

Submitted by: Ms. Marcie Rodriguez
Director of Finance, 4/2/2013
AGENDA ITEM: *Approval/Ratification of Payroll Vouchers 7517 and 43 in the Amount of $4,476,346.18

**EXECUTIVE SUMMARY:**

<table>
<thead>
<tr>
<th>DATE</th>
<th>VOUCHER #</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/22/13</td>
<td>7517</td>
<td>$ 4,343,748.12</td>
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<tr>
<td>03/29/13</td>
<td>43</td>
<td>$ 132,598.06</td>
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<tr>
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<td>TOTAL $ 4,476,346.18</td>
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**BOARD ACTION REQUESTED:**

It is recommended the Governing Board approve/ratify payroll vouchers 7517 and 43 in the amount of $4,476,346.18.

SUBMITTED BY: [Signature]  SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM: 15
DYSART UNIFIED VOUCHER

Voucher No: 7517  Voucher Date: 03/22/2013  Prepared By:

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $4,343,748.12 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2012 to June 30, 2013 (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.

TRACI SAWYER-SINKBEIL  PRESIDENT

JERRY EYNON  CLERK

CHRISTINE PRITCHARD  MEMBER

BONNIE SCHROADER  MEMBER

JENNIFER TANNER  MEMBER

DYSART UNIFIED

<table>
<thead>
<tr>
<th>Fund</th>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>001</td>
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Created By: jmorin  Posted By: jmorin  Date: 03/22/2013 09:52:09  Page: 1
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<td>EXTRACURRICULAR ACTIV. TAX CREDIT</td>
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<td>530</td>
<td>GIFTS AND DONATIONS</td>
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<td>570</td>
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$4,343,748.12
DYSART UNIFIED VOUCHER

Voucher No: 43  Voucher Date: 03/29/2013  Prepared By:

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $132,598.06 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2012 to June 30, 2013 (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 _ 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.

TRACI SAWYER-SINKBEIL  PRESIDENT

JERRY EYNON  CLERK

CHRISTINE PRITCHARD  MEMBER

BONNIE SCHROADER  MEMBER

JENNIFER TANNER  MEMBER

DYSART UNIFIED

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amount</th>
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<tbody>
<tr>
<td>001</td>
<td>MAINTENANCE AND OPERATION</td>
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<tr>
<td>011</td>
<td>CLASSROOM SITE (BASE SALARY)</td>
</tr>
<tr>
<td>013</td>
<td>CLASSROOM SITE (OTHER)</td>
</tr>
<tr>
<td>020</td>
<td>INSTRUCTIONAL IMPROVEMENT</td>
</tr>
<tr>
<td>101</td>
<td>TITLE I LEA (12/13)</td>
</tr>
<tr>
<td>143</td>
<td>TITLE II IMPROVING TEACHER QUALITY (12/13)</td>
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<tr>
<td>163</td>
<td>SAFE AND SUPPORTIVE SCHOOLS (12/13)</td>
</tr>
<tr>
<td>166</td>
<td>FedProj: 21st Century Comm Learning Ctr-Year 3</td>
</tr>
<tr>
<td>Fund</td>
<td>Description</td>
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<tr>
<td>-------</td>
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<tr>
<td>190</td>
<td>TITLE III LEP PROGRAM</td>
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<td>IDEA - BASIC ENTITLEMENT</td>
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<td>221</td>
<td>IDEA - PRESCHOOL ENTITLEMENT</td>
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<td>290</td>
<td>MIPS-MEDICAID INCENTIVE PAYMENT SYSTEM</td>
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<tr>
<td>354</td>
<td>21ST CENTURY COMM LEARNING CTR-Yr1</td>
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<td>356</td>
<td>JROTC</td>
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<tr>
<td>377</td>
<td>SAFE SCHOOLS/HEALTHY STUDENTS (08/13)</td>
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<tr>
<td>483</td>
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<td>AZ K-12 CENTER MASTER TEACHER(EdServ)</td>
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<tr>
<td>510</td>
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<td>COMMUNITY SCHOOL</td>
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<td>525</td>
<td>AUXILIARY OPERATIONS</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>INDIRECT COSTS</td>
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<td>WEST MEC</td>
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Total: $132,598.06
Dysart Unified School District  
April 17, 2013  
Regular Governing Board Meeting  

"Exceeding standards, future ready"

GOVERNING BOARD ITEM

AGENDA ITEM: *Approval of Expense Vouchers 1043, 1044 and 1045 in the Amount of $1,550,138.22

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

EXECUTIVE SUMMARY:

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<td>$648,725.12</td>
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TOTAL $1,550,138.22

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve expense vouchers 1043, 1044 and 1045 in the amount of $1,550,138.22

SUBMITTED BY: [Signature]  
SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 16
DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $2,000.00 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2012 to June 30, 2013 (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 A.R.S. 38-231.

TRACI SAWYER-SINKBEIL  PRESIDENT

JERRY EYNON  CLERK

CHRISTINE PRITCHARD  MEMBER

BONNIE SCHROADER  MEMBER

JENNIFER TANNER  MEMBER

DYSART UNIFIED

<table>
<thead>
<tr>
<th>Fund</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>163</td>
<td>SAFE AND SUPPORTIVE SCHOOLS (12/13)</td>
<td>$2,000.00</td>
</tr>
</tbody>
</table>

$2,000.00
DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $899,413.10 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2012 to June 30, 2013 (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.

TRACI SAWYER-SINKBEIL  PRESIDENT

JERRY EYNON  CLERK

CHRISTINE FRITCHARD  MEMBER

BONNIE SCHROADER  MEMBER

JENNIFER TANNER  MEMBER

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<thead>
<tr>
<th>Fund</th>
<th>Description</th>
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<tr>
<td>001</td>
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<td>101</td>
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<td>220</td>
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<td>Fund</td>
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<td>------</td>
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<tr>
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<td>480</td>
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<td>GIFTS AND DONATIONS</td>
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<td>STUDENT ACTIVITIES</td>
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<tr>
<td>960</td>
<td>SELF INSURANCE</td>
<td>$3,635.84</td>
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</tbody>
</table>

**Total** $899,413.10
DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $648,725.12 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2012 to June 30, 2013 (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.

TRACI SAWYER-SINKBEIL  PRESIDENT

JERRY EYNON  CLERK

CHRISTINE PRITCHARD  MEMBER

BONNIE SCHROADER  MEMBER

JENNIFER TANNER  MEMBER

DYSART UNIFIED

<table>
<thead>
<tr>
<th>Fund</th>
<th>Description</th>
<th>Amount</th>
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</thead>
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<tr>
<td>001</td>
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<td>354</td>
<td>21ST CENTURY COMM LEARNING CTR-Yr1</td>
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<td>374</td>
<td>E-RATE</td>
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<tr>
<td>Fund</td>
<td>Description</td>
<td>Amount</td>
</tr>
<tr>
<td>-------</td>
<td>--------------------------------------------------</td>
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</tr>
<tr>
<td>377</td>
<td>SAFE SCHOOLS/HEALTHY STUDENTS (09/13)</td>
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<td>493</td>
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<td>506</td>
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<td>TEXTBOOKS</td>
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<td>INDIRECT COSTS</td>
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<td>625</td>
<td>SOFT CAPITAL ALLOCATION</td>
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<td>850</td>
<td>STUDENT ACTIVITIES</td>
<td>$21,029.81</td>
</tr>
<tr>
<td>960</td>
<td>SELF INSURANCE</td>
<td>$3,911.35</td>
</tr>
</tbody>
</table>

$648,725.12
AGENDA ITEM: Recommendation for Approval of Additional Positions for the 2013-2014 School Year

EXECUTIVE SUMMARY:

This agenda item provides a recommendation for additional positions for the 2013-2014 school year.

Earlier this year, information was provided to the Board about district level reorganizing, repurposing and in some cases eliminations in staffing. The work on that reorganization continues with the identification of needed positions. No requested position will add to the bottom line of the budget but rather will come from the savings in salaries experienced from the restructuring previously proposed.

An area where additional reorganization is needed is Business Services. The position opened when Mr. Thompson's resigned and was restructured with many duties reassigned at the Cabinet level. As administration looked at that position, it was determined additional restructuring was advisable. The Executive Director position for the 2013-14 school year will remain a part time position, and a different structure will be piloted. For next year, the Superintendent recommends the district continue with the Interim Executive Business Director structure in place with a part time person (working the equivalent of 2 days a week or as needed). The district would retain the Director of Finance position for next year and add a support position to assist with all the technical budgeting preparations. On a daily basis the Superintendent will be the direct line supervisor for both IT and Business Services with assistance from the Interim Executive Director. There would not be any additional cost to the district with this new structure. At the end of the 2013-14 school year we would decide if a full transition to this new structure was feasible.

Administration recommends the position of Tech Training Supervisor, previously held by Sunshine Darby, be eliminated and replaced with a Director of Instructional Technology. That position will be much broader and include responsibilities to help move the district forward with digital learning initiatives. There would be a minimal budget increase in the cost of adding this position, but savings provided through our reorganization is more than adequate to cover that cost.

The last recommendation is for additional secretarial assistance for the Human Resource Administrator due to the amount of required record keeping. Salary savings from the reorganized positions would cover this addition.

The attached back-up documentation lists the positions recommended and provides additional materials for the Board's information.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve additional positions for the 2013-2014 school year as presented.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM: 17
## District M & O Positions

<table>
<thead>
<tr>
<th>New Positions</th>
<th>Eliminated or Not Filled Positions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Secretary II (HR)</td>
<td>Administrative Secretary II (Student Services)</td>
</tr>
<tr>
<td>Director of Instructional Technology</td>
<td>Assistant Director of Special Education</td>
</tr>
<tr>
<td>Budget Coordinator</td>
<td>Director of Student Services</td>
</tr>
<tr>
<td></td>
<td>Technology Training Supervisor</td>
</tr>
<tr>
<td></td>
<td>Executive Director of Business Services</td>
</tr>
</tbody>
</table>

## New Positions from K-3 Reading Fund

- Literacy Coordinator
- K-3 Reading Coach (10 FTE)
JOB DESCRIPTION
LITERACY COORDINATOR

TITLE: Literacy Coordinator
REPORTS TO: Director of Curriculum and Assessment

FLSA STATUS: Exempt
SUPERVISES: K-3 Reading Coaches

WORK CALENDAR: 248 FTE
GRADE: Admin
HOURS PER DAY: N/A

APPROVED: 5/10/2006
REVISED:

SUMMARY: Responsible for overseeing and coordinating all aspects of the District’s literacy program and providing support to building reading coaches. Ensures compliance with Move On When Reading initiatives.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Supports teachers as they implement classroom and school-wide programs with the goal of improving students’ literacy achievement.
2. Trains staff to become school-based literacy coaches.
3. Coordinates all aspects of the Move On When Reading program.
4. Shares information, collaborates on successful practices and trains staff in literacy teaching.
5. Observes in district classrooms to gather data about program implementation and effectiveness.
6. Attends and participates in literacy conferences and shares pertinent information with district staff.
7. Coordinates and supervises the administration of district literacy assessments.
8. Provides orientation training to new teachers regarding district literacy assessments.
9. Trains staff to use assessment data to make instructional decisions.
10. Assists in developing and refining approaches to effective literacy teaching and whole school improvement.
11. Maintain a high level of ethical behavior and confidentiality.
12. Other job related duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED

To perform the job successfully, an individual must be able to perform each essential duty satisfactorily. The qualifications for this job description 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.

Education
1. Master’s degree
2. Appropriate Arizona Supervisor Certificate preferred
Experience
1. Knowledge and experience in working with primary teachers.
2. Knowledge of Move On When Reading and Arizona state standards
3. Demonstrated knowledge about teaching reading and writing
4. Experience in in-service and seminar presentations
5. Experience teaching reading at the building level preferred
6. Experience teaching in a regular classroom preferred
7. Demonstrated collaborative leadership skills

Computer Skills
1. Demonstrated competency in computer applications such as Word, Excel, e-mail and typing.

Communication Skills
1. Ability to read and interpret general documents such as employee handbooks and safety/training manuals.
2. Ability to write general correspondence and speak effectively with others.

Math Ability
1. Ability to add, subtract, multiply and divide in all units of measure using whole numbers, common fractions and decimals.

Reasoning Ability
1. Ability to interpret assortment of instructions furnished in variable forms.
2. Ability to apply reason to research and solve moderately complex issues with little or no assistance.

Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

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, and hear. The employee occasionally will stand and walk. The employee is occasionally required to reach with hands and arms. Employee will frequently interact with the public and other staff members. Specific vision abilities required by this job include close vision.

WORKING CONDITIONS
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’s with Disabilities Act (ADA) and is not an exhaustive list of the duties performed by this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned.

The Dysart Unified School District is an Equal Employment Opportunity Employer in compliance with Title VI of the Civil Rights Act of 1964, Civil Rights Act Title VII of 1972, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) of 1990. Dysart Unified School District does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in employment or in any of its educational programs or in the provisions of benefits and services to students.
**JOB DESCRIPTION**
**K-3 READING COACH**

<table>
<thead>
<tr>
<th>TITLE</th>
<th>K-3 Reading Coach</th>
<th>REPORTS TO</th>
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<td>FLSA STATUS</td>
<td>Exempt</td>
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<tr>
<td>WORK CALENDAR</td>
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<td>GRADE</td>
<td>Certified Salary Schedule</td>
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<tr>
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<td>3/28/2007</td>
<td>REVISED</td>
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<tr>
<td>SUMMARY:</td>
<td>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.</td>
<td></td>
</tr>
</tbody>
</table>

**ESSENTIAL DUTIES AND 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 literary 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, intervention programs and assist with intervention.
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. Establish and maintain good rapport with students, employees, community members and vendors.
12. Maintain a high level of ethical behavior and confidentiality.
13. Other job related duties as assigned.
KNOWLEDGE, SKILLS AND ABILITIES REQUIRED

To perform the job successfully, an individual must be able to perform each essential duty satisfactorily. The qualifications for this job description 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.

Education
1. Degree in early childhood/elementary education and/or advanced degrees in reading.
2. State Reading Specialist Endorsement K-12 preferred.

Experience
1. Three to five years experience in teaching reading and writing at the primary level.
2. Demonstrated experience working with children having difficulty learning to read.
3. Demonstrated knowledge and understanding of scientifically based reading research.
4. Experience in professional development and/or working with adult learners.
5. Experience and skill in teamwork, coaching, and mentoring.
6. Demonstrated excellent oral and written communication skills.
7. Demonstrated collaborative leadership skills.

Computer Skills
1. Demonstrated competency in computer applications such as Word, Excel, e-mail and typing.

Communication Skills
1. Ability to read and interpret general documents such as employee handbooks and safety/training manuals.
2. Ability to write general correspondence and speak effectively with others.

Math Ability
1. Ability to add, subtract, multiply and divide in all units of measure using whole numbers, common fractions and decimals.

Reasoning Ability
1. Ability to interpret assortment of instructions furnished in variable forms.
2. Ability to apply reason to research and solve moderately complex issues with little or no assistance.

Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

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, and hear. The employee occasionally will stand and walk. The employee is occasionally required to reach with hands and arms. Employee will frequently interact with the public and other staff members. Specific vision abilities required by this job include close vision.

WORKING CONDITIONS

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's with Disabilities Act (ADA) and is not an exhaustive list of the duties performed by this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned.

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JOB DESCRIPTION
BUDGET COORDINATOR

<table>
<thead>
<tr>
<th>TITLE</th>
<th>Budget Coordinator</th>
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<td>GRADE</td>
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</tr>
<tr>
<td>APPROVED</td>
<td></td>
<td>REVISED</td>
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</tr>
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SUMMARY: To provide fund revenue and expenditure accountability and reconciliation. Prepare budgets and reports as directed.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Assist the Director of Finance and the Executive Director of Business Services in the financial affairs of the district, including budget development and long range financial planning.
2. Record in detail all financial transactions.
3. Recommend changes and monitor the administration of financial records management and reporting procedures and techniques as it relates to the efficient functioning of the district.
4. Review reconciliations, funds, accounts and payments for benefits. Ensures revenue and cash controls.
5. Balance entries recorded in journals and ledgers; trace errors and records adjustments to revenues and expenditures posted to incorrect accounts; transfer data as necessary to general ledger.
6. Post district revenues, maintain accuracy of budgets in system.
7. Report cash balances, cash management reports, fund balances and other assigned fiscal reporting.
8. Assist with budget preparation, coding and monitoring of all district budgets.
9. Maintain a high level of ethical behavior and confidentiality.
10. Other job-related duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED

To perform the job successfully, an individual must be able to perform each essential duty satisfactorily. The qualifications for this job description 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.

Education
1. Bachelor’s degree, or an equivalent amount of experience that provides the required knowledge and skills.

Experience
1. Three (3) years public school finance experience.

Abilities
1. Knowledge of fund accounting, budget development and fiscal management.
Knowledge of generally accepted accounting principles and generally accepted auditing principles related to public sector financial administration.

2. Knowledge of federal and state grant and special fund accounting regulations, procedures and accountability standards.


4. Skill in understanding, interpreting and applying accounting standards and procedures and applicable federal rules and regulations.


6. Skill in correcting and updating financial information systems.

**Computer Skills**

1. Demonstrated competency in computer applications such as Word, Excel, e-mail and typing.

2. Knowledge of business and personal computers, and spreadsheet software applications.

**Communication Skills**

1. Ability to read and interpret general documents such as employee handbooks and safety/training manuals.

2. Ability to write general correspondence and speak effectively with others.

3. Skill in establishing and maintaining effective working relationships with others.

**Math Ability**

1. Ability to add, subtract, multiply and divide in all units of measure using whole numbers, common fractions and decimals.

2. Skill in reviewing and performing mathematical calculations.

**Reasoning Ability**

1. Ability to interpret assortment of instructions furnished in variable forms.

2. Ability to apply reason to research and solve moderately complex issues with little or no assistance.

   *Such alternatives to the above qualifications as the Board may find appropriate and acceptable.*

---

**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.

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---

**WORKING CONDITIONS**

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## JOB DESCRIPTION
### DIRECTOR OF INSTRUCTIONAL TECHNOLOGY

<table>
<thead>
<tr>
<th>TITLE</th>
<th>Director of Instructional Technology</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORTS TO</td>
<td>Associate Superintendent</td>
</tr>
<tr>
<td>FLSA STATUS</td>
<td>Exempt</td>
</tr>
<tr>
<td>SUPERVISES</td>
<td>Assigned Staff</td>
</tr>
<tr>
<td>WORK CALENDAR</td>
<td>248 FTE</td>
</tr>
<tr>
<td>GRADE</td>
<td>Admin</td>
</tr>
<tr>
<td>HOURS PER DAY</td>
<td>N/A</td>
</tr>
<tr>
<td>APPROVED REVISED</td>
<td>Provides leadership in the continual development, application and improvement of instructional technology to include: distance learning, digital learning, and other instructional technologies throughout the District. Provides advice and support for critical district technology infrastructure and resource initiatives.</td>
</tr>
</tbody>
</table>

### ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Responsible for the planning and budgeting, systems design, training, coordination of all instructional technologies, and development of partnerships and resources related to distance learning, digital learning, and other instructional technologies.
2. Works to further expand the use of technology to promote better communication with staff, parents, students, and the community.
3. Develops technologies to drive efficiencies in professional development.
4. Coordinates the purchase of instructional technology equipment and materials in collaboration with the IT Department and following procurement rules and regulations and District budget requirements.
5. Learns the district technology infrastructure (network, servers, phone system and other critical systems) and serves as an advisory and support to the IT Department and administrator.
6. Provides supervision and support to staff assigned to sites employed to address technical or instructional technology needs at the site level, including recruiting, orienting and training, evaluating, and coaching these technology support staff members.
7. Provides support to principals and other site supervisors, as directed.
8. Assists in providing technology support, maintenance, and training for successful implementation of district instructional technology initiatives across all district schools and departments.
9. Attends and participates in leadership meetings, staff meetings, board meetings, and other events as assigned or appropriate.
10. Provides leadership and expertise in identifying research, best practices and resources to give direction to: digital learning including innovative instructional strategies utilizing technology; initiatives to support college and career readiness utilizing 21st century skills; global education, and other instructional technology initiatives across the district.
11. In coordination with Chief Information Officer, supervise and evaluate a portion of staff assigned to sites employed to address technical or instructional technology needs at the site level.
12. Maintain a high level of ethical behavior and confidentiality.

13. Other job related duties as assigned.

**KNOWLEDGE, SKILLS AND ABILITIES REQUIRED**

To perform the job successfully, an individual must be able to perform each essential duty satisfactorily. The qualifications for this job description 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.

### Education

1. Bachelor's degree in education, organizational development, training and development, information technology, or related subject area, with appropriate education coursework.
2. Master's degree preferred in education leadership, organization development, training and development, or information technology.
3. OR, AN EQUIVALENT COMBINATION OF RELEVANT EDUCATION AND/OR EXPERIENCE AS APPROVED BY THE SUPERINTENDENT.
5. Valid Arizona driver's license and proof of automobile insurance.
6. Certified teaching certificate

### Experience

1. Minimum 3 years experience with K-12 public education in a classroom setting.
2. Previous experience with K-12 curriculum instruction design and delivery.
3. Advanced training or experience in instructional technology or digital learning.

### Abilities

1. Strong organizational and interpersonal skills.
2. Professional demeanor with strong ethical standards and ability to adapt to change.
3. Knowledge of information technology operations as they apply to the public education setting.
4. Demonstrated thorough understanding of the district's instructional approach, philosophy and methodology.
5. Demonstrated thorough understanding of existing and potential connections between technology and education.
6. Demonstrated project management skills.
   - Ability to work within budgetary and procurement guidelines and to support District goals and objectives. Ability to provide oversight over allocated funds and grants.
   - Proven ability to work in a fast-paced, demanding environment, on multiple projects simultaneously both as a team member and individually.
7. Ability to work effectively with others of diverse backgrounds and various education levels and to establish and maintain effective working relationships as necessitated by work assignments.
8. Flexibility to travel, as required.

### Computer Skills

1. Demonstrated competency in computer applications such as Word, Excel, e-mail and typing.
2. Excellent computer skills (Macintosh and DOS/Windows) and trouble-shooting skills.

### Communication Skills

1. Ability to read and interpret a variety of technical documents.
2. Ability to speak and present effectively to a variety of audiences.
   - Ability to train and communicate with non-technical staff including the ability to present complex concepts in easily understood graphical or visual presentations
3. Strong writing, researching and editing skills.
4. Ability to convey ideas and messages in one-to-one and group settings.

### Math Ability

1. Ability to add, subtract, multiply and divide in all units of measure using whole numbers, common fractions and decimals.
2. Ability to compute rate, ratio, and percent and to draw and interpret graphs and charts.

### Reasoning Ability

1. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
2. Ability to deal with problems involving several concrete variables in standardized situations.

*Such alternatives to the above qualifications as the Board may find appropriate and acceptable.*
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, the employee is regularly required to stand, walk, sit, use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee frequently is required to climb or balance and stoop, kneel, crouch, or crawl. The employee must regularly lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, color vision, peripheral vision, and ability to adjust focus. This job requires considerable travel. Most travel is between the District Office and its schools and/or work sites. Frequent travel in-state and out-of-state by car or airplane. Occasional travel out of the country.

WORKING CONDITIONS

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 primary work environment is indoors. The noise level in the work environment is usually moderate. Comes in contact with students, parents, support staff, administration, and other district employees.

While performing the duties of this job, the employee is occasionally exposed to moving mechanical parts; outside weather conditions and risk of electrical shock. Will occasionally be required to evaluate and/or repair equipment that may involve exposure to high voltage, exposed wiring, and/or high temperature components. Risk of personal injury is low. The noise level in the work environment is usually moderate.

Occasional exposure to common cleaning chemicals. Occasional exposure to thermal components/chemicals that may or may not be covered by a MSDS (Material Safety Data Sheet). Works within an electrostatic discharge (ESD) safe environment and exhibits proper ESD safe behavior.

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

The Dysart Unified School District is an Equal Employment Opportunity Employer in compliance with Title VI of the Civil Rights Act of 1964, Civil Rights Act Title VII of 1972, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) of 1990. Dysart Unified School District does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in employment or in any of its educational programs or in the provisions of benefits and services to students.
AGENDA ITEM: Recommendation to Approve the Memorandum of Understanding with the Dysart Education Association for the 2013-2014 School Year

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

Cost: N/A  Funding Source: N/A

EXECUTIVE SUMMARY:
Administration recommends approval of the attached Memorandum of Understanding with the Dysart Education Association for the 2013-2014 school year.

BOARD ACTION REQUESTED:
It is recommended the Governing Board approve the Memorandum of Understanding with the Dysart Education Association as presented for the 2013-2014 school year.

SUBMITTED BY: [Signature]  SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _______  Second: _______  Vote: _______  AGENDA ITEM: _______
2012-2013 2013-2014

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
March 21, 2012 April __, 2013
Amended August 1, 2012
Amended August 15, 2012
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PREAMBLE

The Governing Board (hereinafter referred to as the "Board") of the Dysart Unified School 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

Traci Sawyer-Sinkbeil
President
Governing Board
Dysart Unified School District No. 89
I. RIGHTS AND RESPONSIBILITIES OF THE PARTIES TO THIS MEMORANDUM [Reference DUSD Policy 8]

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 petitions 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. DEA will be provided 100 copies of the MOU paid for by the Association. 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 (IBA) Procedures
   a. IBA - A maximum of six representatives designated by the Superintendent shall meet with as many four representatives designated by 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 possible after a written request to commence the process is provided to the Superintendent by the Association, but in no event later than March 1.
   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 IBA 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.
   3. All members of the IBA team will be required to sign a confidentiality statement regarding communication during the IBA process. A jointly agreed upon communiqué, summarizing the discussion of each IBA session, will be shared with all district staff. The communiqué will be drafted with input from the leader of each representative group.

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 prior to submittal to the Board. 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 are contemplated.

B. GOVERNING BOARD
1. Recognition of Responsibilities and Rights of the Association
   a. The Board hereby agrees that every certified employee of the District 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:
   a. Assignment of classroom teachers only to areas in which they are legally qualified to teach;
   b. Provision of teaching facilities and materials, within budget limitations, for all teachers, including special area teachers;
   c. Provision of adequate time to teach;
   d. Professional treatment and administrative support of classroom teachers; and
   e. 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' mailboxes. 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 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 her or his 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 Communities, 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 Executive Director of Employee and Community Relations Assistant Superintendent for Employee and Public Relations 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, Calendar, Human Resources Professional Growth, Insurance, 301 Review, Evaluation Review, selection committees for 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 Executive Director of Employee and Community Relations Assistant Superintendent for Employee and Public Relations 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 Performance 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. The meeting shall be scheduled allowing DEA representation if requested.
   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. The delivery of a notice of non-renewal or letter of inadequate performance is an exception. After the delivery of the letter and before formal discussion, the teacher may request Association representation.

3. Academic Freedom
   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 7.16]
   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.
   b. An employee’s confidential file will be available only to authorized individuals and to the employee.
   c. The employee’s own personnel file may be reviewed by making a written request to the Executive Director of Employee and Community Relations Assistant Superintendent for Employee and Public Relations. 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.
d. 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.

e. 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.

f. 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.

g. All references and information obtained within the school system in the process of recommending the teacher for employment or promotion shall not be subject to the MOU and, therefore, 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 7.42]

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(f)(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 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. 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. 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 7.22]

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 1, 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 with professional growth credit 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 IILE.

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 salary 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.

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<table>
<thead>
<tr>
<th>B. EXTRA CURRICULAR PAY SCHEDULE [Reference DUSD Policy 7.23]</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HS Head Varsity Coach</strong></td>
<td>$3,000</td>
</tr>
<tr>
<td><strong>HS Head Football Coach</strong></td>
<td>$5,185</td>
</tr>
<tr>
<td><strong>Coaches</strong>, with 3-team responsibility as determined by AIA/available schedule (e.g. Baseball, Basketball, Softball, and Volleyball)</td>
<td>$4,555</td>
</tr>
<tr>
<td><strong>HS Varsity Assistant Coach</strong></td>
<td>$2,045</td>
</tr>
<tr>
<td><strong>Football Offensive and Defensive Coordinator</strong></td>
<td>$3,890</td>
</tr>
<tr>
<td><strong>HS Junior Varsity Coach</strong></td>
<td>$2,270</td>
</tr>
<tr>
<td><strong>HS Freshman Coach</strong></td>
<td>$1,945</td>
</tr>
<tr>
<td><strong>Additional Compensation for Athletic Play-offs - Paid coaches of varsity sports engaged in post-season Arizona Interscholastic Association State Play-offs will receive $150 per week stipend for practice and compensation.</strong> Head coaches and varsity assistants will be paid in sports for which the entire team qualified. For sports that qualify individuals, the head coach will be paid, and if four or more team members qualify, varsity assistants will be paid.</td>
<td>$150 per week</td>
</tr>
<tr>
<td><strong>High School Activities</strong></td>
<td></td>
</tr>
<tr>
<td>• Band</td>
<td>$1,945</td>
</tr>
<tr>
<td>• Chorus</td>
<td>$1,945</td>
</tr>
<tr>
<td>• Drama (2 plays per year)</td>
<td>$1,945</td>
</tr>
<tr>
<td>• Dance</td>
<td>$1,945</td>
</tr>
<tr>
<td>• Newspaper</td>
<td>$1,945</td>
</tr>
<tr>
<td>• Yearbook</td>
<td>$1,945</td>
</tr>
<tr>
<td>• Student Council</td>
<td>$1,945</td>
</tr>
<tr>
<td>• SSME USA</td>
<td>$1,945</td>
</tr>
<tr>
<td>• HOSA</td>
<td>$1,945</td>
</tr>
<tr>
<td>• DGA</td>
<td>$1,945</td>
</tr>
<tr>
<td>• FFA</td>
<td>$1,945</td>
</tr>
<tr>
<td>• FCCLA</td>
<td>$1,945</td>
</tr>
<tr>
<td><strong>HS Team Leaders/Department Chairs</strong></td>
<td>$12,050</td>
</tr>
<tr>
<td><strong>English</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Foreign Language</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Math</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Sociol Studies</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Fine Arts</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Science</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Physical Education</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Special Education</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Career and Technical Education</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Counseling</strong></td>
<td></td>
</tr>
<tr>
<td><strong>HS Senior Class Sponsor</strong></td>
<td>$1,620</td>
</tr>
<tr>
<td><strong>HS Junior Class Sponsor</strong></td>
<td></td>
</tr>
<tr>
<td><strong>ROTC</strong> (one FTE) / ROTC (two FTE if growth exceeds 15% at the 40th day)</td>
<td>$1,620</td>
</tr>
<tr>
<td><strong>HS Sophomore Class Sponsor</strong></td>
<td>$975</td>
</tr>
<tr>
<td><strong>HS Freshman Class Sponsor</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Elementary Coaches</strong></td>
<td></td>
</tr>
<tr>
<td><strong>HS Additional teaching assignment (6th Section)</strong></td>
<td>$35 per day</td>
</tr>
<tr>
<td><strong>K-8 and DECC Grade Level Chairs</strong> (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 grade/3rd, 4th and 5th grade/6th and 7th grade/Special Education and Special Areas. DECC will have one grade level chair representing the campus. Anything outside of this should be approved by the Executive Director of Employee and Community Relations.)</td>
<td>$12,050</td>
</tr>
<tr>
<td><strong>K-8 Activities</strong></td>
<td></td>
</tr>
<tr>
<td>• Student Council</td>
<td></td>
</tr>
<tr>
<td>• Yearbook</td>
<td></td>
</tr>
<tr>
<td><strong>K-8 Extended-Day Special Approved Programs (Teaching or Tutoring in Principal approved program. Prior approval from Principal required for payment)</strong></td>
<td>$22/hr</td>
</tr>
</tbody>
</table>
High School & Elementary coaching stipends 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 Department. In situations where an athletic season is 1/2 of the regular AIA season, as dictated by the AIA, the head coaching stipend will be prorated to reflect the length of the season.

SUPPLEMENTAL ASSIGNMENTS – CERTIFIED (WORK THAT OCCURS OUTSIDE OF PROFESSIONAL DAY OR CONTRACT DAYS)

<table>
<thead>
<tr>
<th>Assignment</th>
<th>2012-2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Days (per work agreement or pre-approval from principal)</td>
<td>Per diem</td>
</tr>
<tr>
<td>After-School Coordinator</td>
<td>$22/4hr</td>
</tr>
<tr>
<td>Staff Development Class</td>
<td>$22/4hr</td>
</tr>
<tr>
<td>Curriculum-Writing</td>
<td>$22/4hr</td>
</tr>
<tr>
<td>Game-Supervisor</td>
<td>$1,000/per season</td>
</tr>
<tr>
<td>Game-Workers</td>
<td>$10/4hr</td>
</tr>
<tr>
<td>Guest Teacher Academy</td>
<td>$1,200</td>
</tr>
<tr>
<td>Hearing-Impaired-Interpreter</td>
<td>Per hour-based-on-per diem</td>
</tr>
<tr>
<td>Language Acquisition Mentor</td>
<td>$22/4hr</td>
</tr>
<tr>
<td>Prep-Class Coverage</td>
<td>$18 per instance</td>
</tr>
<tr>
<td>Translation</td>
<td>$22/4hr</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL ASSIGNMENTS – ADDENDA

<table>
<thead>
<tr>
<th>Assignment</th>
<th>2012-2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>GHF Site Coordinator</td>
<td>$4,000</td>
</tr>
<tr>
<td>GHF Counselor</td>
<td>$4,000</td>
</tr>
<tr>
<td>GHF Sponsor</td>
<td>$1,200</td>
</tr>
<tr>
<td>DECA Student Store Supervision</td>
<td>$1,200</td>
</tr>
<tr>
<td>DIBELS Site Coordinator</td>
<td>$750</td>
</tr>
<tr>
<td>eHelp Peer 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-Adaptive Physical Education Therapist</td>
<td>$3,600</td>
</tr>
<tr>
<td>Lead-Motor Therapist</td>
<td>$3,600</td>
</tr>
<tr>
<td>Lead Nurse</td>
<td>$2,500</td>
</tr>
<tr>
<td>Lead-GE</td>
<td>$3,000</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>40% of base</td>
</tr>
<tr>
<td>Online Course-Teacher</td>
<td>$850</td>
</tr>
<tr>
<td>1–10 students = $1,000</td>
<td></td>
</tr>
<tr>
<td>11–15 students = $1,500</td>
<td></td>
</tr>
<tr>
<td>16–20 students = $2,000</td>
<td></td>
</tr>
<tr>
<td>School Nurse</td>
<td>$622</td>
</tr>
<tr>
<td>Site Technology Mentor</td>
<td>$3,000</td>
</tr>
<tr>
<td>Special Education Self-Contained Classroom Teacher</td>
<td>$3,000</td>
</tr>
<tr>
<td>Position</td>
<td>2012-2013</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>Lead-District Counselor—10 additional days</td>
<td>Per-diem</td>
</tr>
<tr>
<td>Lead-District Counselor</td>
<td>$3,000</td>
</tr>
<tr>
<td>Lead-District ELD Teacher—20 additional days</td>
<td>Per-diem</td>
</tr>
<tr>
<td>Lead-District ELD Teacher</td>
<td>$4,000</td>
</tr>
<tr>
<td>El-Mirage Teacher (Grades 2-4 ASU-Registered Training Program)</td>
<td>15 additional days Per-diem</td>
</tr>
<tr>
<td>El-Mirage Teacher (Grades 2-4 ASU-Registered Training Program)</td>
<td>$3,000</td>
</tr>
<tr>
<td>Grant Specialist</td>
<td>$6,000</td>
</tr>
<tr>
<td>Lead-District Arts-Teacher—10 additional days</td>
<td>Per-diem</td>
</tr>
<tr>
<td>Lead-District Arts-Teacher</td>
<td>$3,000</td>
</tr>
<tr>
<td>Lead-District Foreign Language—10 additional days</td>
<td>Per-diem</td>
</tr>
<tr>
<td>Lead-District Foreign Language</td>
<td>$3,000</td>
</tr>
<tr>
<td>Lead-District Media Specialist—10 additional days</td>
<td>Per-diem</td>
</tr>
<tr>
<td>Lead-District Media Specialist</td>
<td>$3,000</td>
</tr>
<tr>
<td>Instructional Growth Teacher—15 additional days</td>
<td>Per-diem</td>
</tr>
<tr>
<td>Instructional Growth Teacher</td>
<td>$3,000</td>
</tr>
<tr>
<td>Librarian/Media Specialist—High School—10 additional days</td>
<td>Per-diem</td>
</tr>
<tr>
<td>Specialist (Math, Science, SS, L.A. Technology)</td>
<td>32 additional days Per-diem</td>
</tr>
<tr>
<td>Specialist (Math, Science, SS, L.A. Technology)</td>
<td>$6,000</td>
</tr>
<tr>
<td>Special Education Instructional Coach—11 additional days</td>
<td>Per-diem</td>
</tr>
<tr>
<td>Special Education Instructional Coach</td>
<td>$3,000</td>
</tr>
<tr>
<td>Technology Training Supervisor—32 additional days</td>
<td>Per-diem</td>
</tr>
<tr>
<td>Technology Training Supervisor</td>
<td>$11,000</td>
</tr>
</tbody>
</table>
C. 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 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 additional amount above the base salary 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.

D. 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.

E. 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. Graduate level 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. Give evidence of completion of course by filing grade slip or transcripts as soon as received (not later than October 1 for salary amendment). If documentation is not received by the Human Resources Department by October 1, the new salary shall become effective the next year.
9. Teachers may advance no more than one professional growth increment per year 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 Master's degree is obtained the staff member may use some of their master degree courses for
movement beyond a Master's degree to the extent of these program or specialized certificate/endorsement
credits.

F. 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.

G. PAYROLL DEDUCTION Deleted 8/3/11

H. 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 employees on the
program. The remaining premium will be deducted from his/her payroll over the course of the contract
period. In the alternative, the job sharing employees may jointly agree on which employee will receive the full
health benefit resulting in the other job sharing employee not receiving any district-paid health benefit. All
other benefits as stated in Section IV(A)(4) through (7) apply to employees of this 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 toward healthcare benefits for each employee, including teachers on
one-half (1/2) or more contracts, 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 twelve (12) members: three (3) appointed by the
Superintendent, and three (3) appointed by 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. 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 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 employee's 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 7.45]
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 the teacher gives the Human Resources Department at least thirty (30) days prior notice, attaches a personal check for $2500.00 (two thousand five hundred) for liquidated damages made out to Dysart USD, and the resignation is approved by the Superintendent and the Board. An employee under contract to the District who resigns without Board approval will be assessed the $2500.00 (two thousand five hundred) liquidated damages and will 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 the Arizona Department of Education for unprofessional conduct pursuant to A.R.S. § 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. All acceptance of resignation is subject to conditions as specified in the teacher contract.

2. The teacher may request an exception to paying the liquidated damages fee. Such exception must be for good cause and approved by the Dysart Governing Board.

3. For those employees who resign at the end of their contract year, their medical, dental and life insurance coverage will continue through June 30. 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 15 will be treated as a terminated employee as of the end of the month.

D. LEAVES OF ABSENCE WITH PAY [Reference DUSD Policy 7.26]
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.
      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) leave days may not be used consecutively without medical documentation. Medical documentation is required beginning on the fourth consecutive day of absence.
      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 year shall have paid leave deducted from his/her accumulation based on the ratio 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 Possible restricted days for Paid Leave:
         a. Use of earned leave is may be not permitted restricted on the following days [Reference DUSD Policy 7.26-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 restricted days.
- Only one (1) day will be designated as a non-use restricted 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, supervisor-approved absence, 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 or with supervisor approval. A letter of reprimand will be provided after the second occurrence.

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. After achieving continuing status, employees may use five (5) consecutive days of paid leave 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 § 15-501 (5) and 15-538.01).

2. Voluntary Sick Leave Bank Program [Reference DUSD Policy 7.32]

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 thirty (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,” 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 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 carryover 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 Executive-Director of Employee and Community Relations Assistant Superintendent for Employee and Public Relations 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 of membership = 100 days

3. Bereavement Leave [Reference DUSD Policy 7.33]

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 7.29]
   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
   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
   a. Professional leave days may be granted at the discretion of the Superintendent for District representation to a conference, workshop, curriculum meeting, etc.

E. LEAVES-OF-ABSENCE WITHOUT PAY [Reference DUSD Policy 7.28]
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 Executive Director of Employee and Community Relations Assistant Superintendent for Employee and Public Relations 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 Executive Director of Employee and Community Relations Assistant Superintendent for Employee and Public Relations in writing no later than February 1 of the school year for which leave is granted or by November 1, if the leave is for the first semester or by June 15, 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 IIIB]

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
      \[
      \text{Total Student Enrollment} = \text{Total Student Roll ups} + \text{Average } \% \text{ Drop in } 40^{th} \text{ to } 100^{th} \text{ Day Enrollment} \\
      (\text{Total Student Enrollment}) \times 6 \\
      5 = \text{Number of Sections} \\
      \frac{\text{Class size ratio}}{\text{Number of Sections}} = \text{Number of Teachers}
      \]
      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 high school guidance counselor caseloads 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 the 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:
      | Grade   | Number of Students |
      |---------|--------------------|
      | Kindergarten | 23 students        |
      | Grade 1     | 25 students        |
      | Grades 2-3  | 27 students        |
      | Grades 4-8  | 30 students        |
   c. Each elemiddle 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).
   3. When a grade level enrollment at an individual school exceeds the District goal for class size by 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, during the first semester, provided classroom space is available, qualified applicants are available and the District budget allows for such additions to staff. During the second semester, additions will be considered on a case by case basis. If the number of students exceeds the goal for a class or program, acceptable alternatives may include, but are not limited to:
      • Addition of a long-term sub
      • Addition of an instructional assistant
      • Adding a teacher
      • Other adjustments acceptable to the Superintendent and Governing Board
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</td>
</tr>
<tr>
<td>Special Needs Preschool (including typicals)</td>
<td>10 - 15</td>
<td>1.00 FTE Teacher</td>
</tr>
<tr>
<td>Mild/Moderate Retardation/Autism</td>
<td>10 - 12</td>
<td>1.00 FTE Teacher</td>
</tr>
<tr>
<td>Self-Contained Emotionally Disabled</td>
<td>8 - 10</td>
<td>1.00 FTE Teacher</td>
</tr>
<tr>
<td>Multiple Disabilities</td>
<td>8 - 10</td>
<td>1.00 FTE Teacher</td>
</tr>
</tbody>
</table>

NOTE: When enrollment in Special Education Programs by category exceeds District goals, additional personnel may be required based on individual IEP's. 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

Related services assignments will be based on district and school need.

B. DUTIES: TEACHING

1. Preparation Time, Duty Free
   a. The Administration desires to provide preparation period of forty (40) 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 K-12 Instructional Growth Teachers 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. Substitution During Preparation Period: Teachers who substitute in another classroom for an absent teacher shall receive, for a maximum of twenty instances, the following (unless school has depleted its quarterly sub allocation):
      - $18 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 one-half hours of paid leave must be submitted in one (1) day increments. This means five instances must be documented before the request may be made to add one day.
      - For the twenty-first 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.
   e. 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, a maximum of twenty instances, the following (unless school has depleted its quarterly sub allocation):
      - $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 one-day
increments. This means five instances must be documented before the request may be made to add one day.

- For the twenty-first 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 be 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.

f. 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, a maximum of twenty instances, the following (unless school has depleted its quarterly sub allocation):

- $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 one-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.

g. 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.

c. All teachers shall receive 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 are required to keep parents informed when students are in danger of failing. Teachers shall be available for conferences according to Board policy.

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. One hour of Monday Professional Development Time shall be devoted to a PLC meeting.

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.
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 7.

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. Sites with fewer than 900 students will have a minimum of four (4) elected faculty members. Sites with 900+ students shall have no fewer that six (6) elected faculty members. 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 not resolved, it will 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 an 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 makes 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 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. In order to accomplish filling the vacancy, a teacher must enter his/her absence in AESOP as soon as possible, especially when the teacher has knowledge of the absence in advance.

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 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. The substitute will be released at the end of the day UNLESS the employee has notified the District substitute coordinator prior to the end of the substitute’s workday.
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 7.22-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 new 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. (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 teacher.
   2. Teachers shall only be assigned to an area in which they have a valid certificate, 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's step any 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 7.41]

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 – 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 occurs 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. Unassigned – a teacher becomes unassigned when the position they are currently assigned is eliminated for the current or following school year.
   e. 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 entitled for step movement, the employee is not eligible for step movement.

2. Notification of Vacancies: Notification shall take place in accordance with District Board policy and regulation.
3. **Involuntary Transfers**
   a. Involuntary transfers may occur to relieve overstaffing (also referred to as 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 unassigned (grade, subject and 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.
   c. 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 unassigned has the right to initiate the grievance policy.

5. **Mid-year Voluntary Transfers**
   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 Performance 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 to participate in the transfer process (7.41-R, Appendix A).
   c. Notwithstanding the foregoing, any teacher utilizing Family and Medical Leave shall be afforded all rights as provided by law.

VIII. **GRIEVANCE PROCEDURE [Reference DUSD Policy 7.17]**

**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 a 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. The Association President will chair the Association grievance committee and appoint its members. The Association shall provide notice of the designation of grievance representatives no later than the first week of the school year to the Executive Director of Employee and Community Relations Assistant Superintendent for Employee and Public Relations and appropriate administrators. If the designation changes, the Association shall provide 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.

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 Executive Director of Employee and Community Relations Assistant Superintendent for Employee and Public Relations. 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: 1) discuss the grievance personally, 2) request that an Association grievance representative accompany him/her, or 3) 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 Employee and Public Relations.

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 ten (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 two (2) administrators designated by the Superintendent, who may include himself/herself as one (1) of the two (2). If the Superintendent does not include himself/herself as one (1), then a Cabinet Level Administrator will be appointed as one (1) of the two (2).
      ii. A maximum of two (2) Association representatives which may include an AEA Representative.
      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 Executive Director of Employee and Community Relations Assistant Superintendent for Employee and Public Relations.
   b. The Executive Director of Employee and Community Relations Assistant Superintendent for Employee and Public Relations 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
   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 7.43]

A. DURATION AND EVALUATION
   The current Teacher Evaluation System 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
   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 7.46]
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 infractions of rules or delinquency in professional performance (absent legally extenuating circumstances). 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 non-continuing teacher. Termination of a non-continuing 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. Non-continuing teachers who do not show evidence of sufficient professional growth or promise may be non-renewed.
3. The Board or the Superintendent shall, in cases where notice of non-renewal or termination is given, state in the notice the reasons for the non-renewal or termination.
4. Teachers may be terminated only in the manner prescribed by law.
5. Probationary teachers who receive notification of nonrenewal of their contract shall be entitled to a conference with the Executive Director of Employee and Community Relations Assistant Superintendent for Employee and Public Relations. 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.
The Superintendent shall not fail to 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.
### PAY SCHEDULE

<table>
<thead>
<tr>
<th>Extracurricular Assignments</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HS Head Varsity Coach</strong></td>
<td>$3,890</td>
</tr>
<tr>
<td><strong>HS Head Football Coach</strong></td>
<td>$5,185</td>
</tr>
<tr>
<td>Coaches* with 3 team responsibility as determined by AIA/available schedule. (i.e.</td>
<td>$4,535</td>
</tr>
<tr>
<td>Baseball, Basketball, Softball and Volleyball)</td>
<td></td>
</tr>
<tr>
<td><strong>HS Varsity Assistant Coach</strong></td>
<td>$2,915</td>
</tr>
<tr>
<td><strong>Football Offensive and Defensive Coordinator</strong></td>
<td>$3,890</td>
</tr>
<tr>
<td><strong>HS Junior Varsity Coach</strong></td>
<td>$2,270</td>
</tr>
<tr>
<td><strong>HS Freshman Coach</strong></td>
<td>$1,945</td>
</tr>
<tr>
<td>**Additional Compensation for Athletic Play-offs — Paid coaches of varsity sports engaged</td>
<td>$150 per week</td>
</tr>
<tr>
<td>in post-season Arizona Interscholastic Association State Play-offs will receive $150 per</td>
<td></td>
</tr>
<tr>
<td>week stipend for practice and compensation. Head coaches and varsity assistants will be</td>
<td></td>
</tr>
<tr>
<td>paid in sports for which the entire team qualified. For sports that qualify individuals,</td>
<td></td>
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<tr>
<td>the head coach will be paid, and if four or more team members qualify, varsity assistants</td>
<td></td>
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<tr>
<td>will be paid.</td>
<td></td>
</tr>
<tr>
<td><strong>High School Activities</strong></td>
<td>$1,945</td>
</tr>
<tr>
<td>• Band</td>
<td>$1,945</td>
</tr>
<tr>
<td>• Chorus</td>
<td>$1,945</td>
</tr>
<tr>
<td>• Drama (2 plays per year)</td>
<td>$1,945</td>
</tr>
<tr>
<td>• Dance</td>
<td>$1,945</td>
</tr>
<tr>
<td>• Newspaper</td>
<td>$1,945</td>
</tr>
<tr>
<td>• Yearbook</td>
<td>$1,945</td>
</tr>
<tr>
<td>• Student Council</td>
<td>$1,945</td>
</tr>
<tr>
<td>• Skills USA</td>
<td>$1,945</td>
</tr>
<tr>
<td>• Skills USA Media</td>
<td>$1,945</td>
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<tr>
<td>• HOSA</td>
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<tr>
<td>• DCA</td>
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<tr>
<td>• FEA</td>
<td>$1,945</td>
</tr>
<tr>
<td>• FCCLA</td>
<td>$1,945</td>
</tr>
<tr>
<td><strong>H.S. Team Leaders/Department Chairs</strong></td>
<td>$12,950</td>
</tr>
<tr>
<td>(Total stipend amount not to be exceeded by site)</td>
<td></td>
</tr>
<tr>
<td><strong>HS Senior Class Sponsor</strong></td>
<td>$1,620</td>
</tr>
<tr>
<td><strong>HS Junior Class Sponsor</strong></td>
<td>$1,620</td>
</tr>
<tr>
<td>JROTC* (one FTE) JROTC* (two FTE if growth exceeds 15% at the 40th day.)</td>
<td>$1,620</td>
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<tr>
<td><strong>HS Sophomore Class Sponsor</strong></td>
<td>$975</td>
</tr>
<tr>
<td><strong>HS Freshman Class Sponsor</strong></td>
<td>$1,945</td>
</tr>
<tr>
<td><strong>Elementary Coach</strong></td>
<td>$1,945</td>
</tr>
</tbody>
</table>

Approved by Governing Board on 4/3/2013
# DYSART UNIFIED SCHOOL DISTRICT
## EXTRACURRICULAR/SUPPLEMENTAL ASSIGNMENT/CONTRACT ADDENDA
### PAY SCHEDULE
#### 2013-2014

<table>
<thead>
<tr>
<th>Additional teaching assignment (6th Section)</th>
<th>$35 per day</th>
</tr>
</thead>
<tbody>
<tr>
<td>K-8 and DECC Grade Level Chairs* (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). DECC will have one grade level chair representing the campus. Anything outside of this should be approved by the Assistant Superintendent for Employee and Public Relations.</td>
<td>$12,950 (Total stipend amount not to be exceeded by site)</td>
</tr>
</tbody>
</table>
| K-8 Activities:  
  - Student Council  
  - Yearbook | $650 |
| K-8 Extended Day Special Approved Programs (Teaching or Tutoring in Principal-approved program. Prior approval from Principal required for payment.) | $22/hour |

*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 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 Department. In situations where an athletic season is ⅔ of the regular AIA season, as dictated by the AIA, the head coaching stipend will be prorated to reflect the length of the season.

## SUPPLEMENTAL ASSIGNMENTS – CERTIFIED
### (WORK THAT OCCURS OUTSIDE OF PROFESSIONAL DAY OR CONTRACT DAYS)

<table>
<thead>
<tr>
<th>Additional Days (per work agreement or pre-approval from administration)</th>
<th>Per diem</th>
</tr>
</thead>
<tbody>
<tr>
<td>After School Coordinator</td>
<td>$22/hour</td>
</tr>
<tr>
<td>Staff Development Class</td>
<td>$22/hour</td>
</tr>
<tr>
<td>Curriculum Writing</td>
<td>$22/hour</td>
</tr>
<tr>
<td>Elemiddle Game Supervisor</td>
<td>$1,000/per season</td>
</tr>
<tr>
<td>Game Workers</td>
<td>$10/hour</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/hour</td>
</tr>
<tr>
<td>Prep Class Coverage</td>
<td>$18 per instance</td>
</tr>
<tr>
<td>Translation</td>
<td>$22/hour</td>
</tr>
</tbody>
</table>

## SUPPLEMENTAL ASSIGNMENTS – ADDENDA

| CTE Site Coordinator | $1,000 |
| CTE Counselor | $1,000 |
| CTSO Sponsor | $1,200 |
| DECA Student Store Supervision | $1,200 |
| DIBELS Site Coordinator | $750 |
| e-IEP Pro Help Desk Liaison | $750 |
| ESY Coordinator | $3,000 |
| Gifted Specialist Stipend – Provisional Endorsement | $1,500 |
| Gifted Specialist Stipend – Standard Endorsement | $2,000 |
| Lead Adaptive Physical Education Teacher | $3,000 |
| Lead Motor Therapist | $3,000 |
| Lead Nurse | $2,500 |

Approved by Governing Board on 4/3/2013
Pay Schedule

### Lead OT
- $3,000

### Lead School Psychologist Addenda
- $3,000

### Lead SLP
- $3,000

### National Board Certification
- 10% of base

### Online Course Teacher Addenda
- $850
  - 1-10 students = $1,000
  - 11-15 students = $1,500
  - 16-20 students = $2,000

### School Nurse
- $672

### Site Technology Mentor
- $3,000

### Special Education Self-Contained Classroom Teacher (K-12)
- $3,000

**Phase out:** Teachers receiving the stipend in the 2012-2013 school year will continue to receive the stipend for 2013-2014. New hires for 2013-2014 are not eligible for the stipend. The stipend will be eliminated in the 2014-2015 school year.

---

### CONTRACT - ADDENDA

<table>
<thead>
<tr>
<th>Role and Description</th>
<th>Per diem</th>
</tr>
</thead>
<tbody>
<tr>
<td>Counselor - High School - 20 additional days</td>
<td></td>
</tr>
<tr>
<td>Lead District Counselor - 10 additional days</td>
<td></td>
</tr>
<tr>
<td>Lead District Counselor</td>
<td>Per diem</td>
</tr>
<tr>
<td>Lead District ELD Teacher - 20 additional days</td>
<td>Per diem</td>
</tr>
<tr>
<td>Lead District ELD Teacher</td>
<td>Per diem</td>
</tr>
<tr>
<td>Grant Specialist</td>
<td>$6,000</td>
</tr>
<tr>
<td>Hard-to-Fill Position Addenda (hard-to-fill positions reviewed annually)</td>
<td>$1,500</td>
</tr>
<tr>
<td>Lead District Arts Teacher - 10 additional days</td>
<td>Per diem</td>
</tr>
<tr>
<td>Lead District Arts Lead Teacher</td>
<td>$3,000</td>
</tr>
<tr>
<td>Lead District Foreign Language - 10 additional days</td>
<td>Per diem</td>
</tr>
<tr>
<td>Lead District Foreign Language</td>
<td>$3,000</td>
</tr>
<tr>
<td>Lead District Media Specialist - 10 additional days</td>
<td>Per diem</td>
</tr>
<tr>
<td>Lead District Media Specialist</td>
<td>$3,000</td>
</tr>
<tr>
<td>Instructional Growth Teacher - 15 additional days</td>
<td>Per diem</td>
</tr>
<tr>
<td>Instructional Growth Teacher</td>
<td>$3,000</td>
</tr>
<tr>
<td>Lead Special Education Lead Teacher/Lead Read 180 Teacher</td>
<td>$3,000</td>
</tr>
<tr>
<td>Librarian/Media Specialist - High School - 10 additional days</td>
<td>Per diem</td>
</tr>
<tr>
<td>Specialist (Math, Science, SS, LA, Technology) - 32 additional days</td>
<td>Per diem</td>
</tr>
<tr>
<td>Specialist (Math, Science, SS, LA, Technology)</td>
<td>$6,000</td>
</tr>
</tbody>
</table>

Approved by Governing Board on 4/3/2013

MOU 2013-2014
Appendix B
Dysart Unified School District
2013-2014 Certified Salary Placement Schedule
(Teachers, Nurses, Counselors, Behavior Coaches)

<table>
<thead>
<tr>
<th>GRADE</th>
<th>DEGREE</th>
<th>MIN</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>BA</td>
<td>$33,356</td>
<td>$37,356</td>
</tr>
<tr>
<td>B</td>
<td>BA + 15</td>
<td>$34,688</td>
<td>$39,643</td>
</tr>
<tr>
<td>C</td>
<td>BA + 30 / MA</td>
<td>$36,076</td>
<td>$46,080</td>
</tr>
<tr>
<td>D</td>
<td>MA + 15</td>
<td>$37,519</td>
<td>$51,232</td>
</tr>
<tr>
<td>E</td>
<td>MA + 30</td>
<td>$39,019</td>
<td>$54,480</td>
</tr>
<tr>
<td>F</td>
<td>MA + 45</td>
<td>$40,581</td>
<td>$64,751</td>
</tr>
<tr>
<td>G</td>
<td>MA + 60</td>
<td>$42,203</td>
<td>$67,341</td>
</tr>
</tbody>
</table>

NEW EMPLOYEES

INITIAL SALARY PLACEMENT = ENTRY GRADE SALARY PLUS EXPERIENCE CREDIT

Estimate Your Initial Salary Placement Here

<table>
<thead>
<tr>
<th>Entry Grade Minimum Salary</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience Credit</td>
<td>$</td>
</tr>
<tr>
<td>Initial Contract Base Salary</td>
<td>$</td>
</tr>
</tbody>
</table>

Up to five years of educational experience may be granted at $800/year

Additional Compensation and Opportunities for Increased Earnings

Instructional Improvement Fund $250 (For Prop 301 Funds, 011 and 013 Eligible Employees Only)
*Proposition 301 Base $TBD (Given to all eligible employees distributed equally with each pay check)
**Proposition 301 Pay for Performance Program $TBD

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 2013-2014. The details of the general salary reduction are contained in the proposed contracts for 2013-2014 that have been or will be issued to Administrators.

*Proposition 301 funding is based on receipt of sufficient funds. If the legislature fails to fund fully or partially funds the amounts appropriated for the salaries and benefits portion of the District's budget, the Governing Board shall reduce pro rata the total amount of compensation due to each employee. Please note this is the reason the amounts are designated as "estimated." The District's Pay for Performance Program shall be the one adopted by the Governing Board.

**Eligible employees to receive in Fall, 2014. The District's Pay for Performance Program shall be the one adopted by the Governing Board.

Employees who have retired with Arizona State Retirement System and are returning to work for the District will be placed on the salary schedule at a placement that will allow the District to recoup the costs associated with paying an alternative contribution rate paid to ASRS pursuant to A.R.S. Section 38-766.02.

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Approved by Governing Board on March 20, 2013.
Dysart Unified School District
2013-2014 Certified Salary Placement Schedule
( Teachers, Nurses, Counselors, Behavior Coaches)

CURRENT EMPLOYEE CALCULATION

SALARY CALCULATION - CURRENT SALARY PLUS ANY PERCENTAGE INCREASE = NEW BASE SALARY

<table>
<thead>
<tr>
<th>EXAMPLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Salary</td>
</tr>
<tr>
<td>3% increase of current salary for a following year</td>
</tr>
<tr>
<td>NEW BASE SALARY</td>
</tr>
</tbody>
</table>

Additional Compensation and Opportunities for Increased Earnings – Certified Employees
Professional Growth – Upon completion of increments of BA15, BA30/MA, MA15, MA30, MA45, MA60 increase is 4%.

Instructional Improvement Fund
*Proposition 301 Base
**Proposition 301 Pay for Performance

<table>
<thead>
<tr>
<th>Longevity Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>16 to 19 years</td>
</tr>
<tr>
<td>20 to 23 years</td>
</tr>
<tr>
<td>24 or more years</td>
</tr>
</tbody>
</table>

$250 (For Prop 301 Funds, 011 and 013 Eligible Employees Only)
$TBD (Given to all eligible employees distributed equally with each pay check)
$TBD (Eligible employees on steps E – E3 prior to 2013-2014)
$TBD (Eligible employees on steps E4-E10 prior to 2013-2014)
$2580 (Eligible employees on steps E11 – E21 prior to 2013-2014)

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Approved by Governing Board on March 20, 2013.
Dysart Unified School District
2013-2014 Occupational Therapist and Physical Therapist
Salary Placement Schedule

<table>
<thead>
<tr>
<th>GRADE</th>
<th>DEGREE</th>
<th>MIN</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>OT BA / PT BA</td>
<td>$44,852</td>
<td>$67,921</td>
</tr>
<tr>
<td>B</td>
<td>OT MA / PT MA</td>
<td>$46,937</td>
<td>$70,067</td>
</tr>
<tr>
<td>C</td>
<td>OT DOC / PT DOC</td>
<td>$49,023</td>
<td>$72,213</td>
</tr>
<tr>
<td>D</td>
<td>Ph.D.</td>
<td>$51,108</td>
<td>$74,359</td>
</tr>
</tbody>
</table>

NEW EMPLOYEES
INITIAL SALARY PLACEMENT = ENTRY GRADE SALARY PLUS EXPERIENCE CREDIT

<table>
<thead>
<tr>
<th>Estimate Your Initial Salary Placement Here</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entry Grade Minimum Salary</td>
</tr>
<tr>
<td>Experience Credit</td>
</tr>
<tr>
<td>Initial Contract Base Salary</td>
</tr>
</tbody>
</table>

Up to five years of educational experience may be granted at $950/year

Beginning the 2013-2014 school year, the salary placement schedule has been adjusted to include the former stipend for licensed related-services professions into the placement schedule.

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 certificated staff who are subject to A.R.S. § 15-544, during fiscal year 2013-2014. The details of the general salary reduction are contained in the contracts for 2013-2014 that have been or will be issued to certificated staff.

Employees who have retired with the Arizona State Retirement System and are returning to work for the District will be placed on the salary schedule at a placement that will allow the District to recoup the costs associated with paying an alternative contribution rate paid to ASRS pursuant to A.R.S. Section 38-766.02.

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Approved by Governing Board on March 20, 2013.
Dysart Unified School District
2013-2014 Speech Language Pathologist/Audiologist
Salary Placement Schedule

<table>
<thead>
<tr>
<th>GRADE</th>
<th>DEGREE</th>
<th>MIN</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>SLP BA</td>
<td>$47,217</td>
<td>$66,295</td>
</tr>
<tr>
<td>B</td>
<td>MA/MS</td>
<td>$50,287</td>
<td>$69,454</td>
</tr>
<tr>
<td>C</td>
<td>MA/MS+15 or MA/MS with</td>
<td>$53,446</td>
<td>$72,614</td>
</tr>
<tr>
<td></td>
<td>CCC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>MA/MS+30</td>
<td>$56,606</td>
<td>$75,773</td>
</tr>
</tbody>
</table>

NEW EMPLOYEES
INITIAL SALARY PLACEMENT = ENTRY GRADE SALARY PLUS EXPERIENCE CREDIT

<table>
<thead>
<tr>
<th>Estimate Your Initial Salary Placement Here</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entry Grade Minimum Salary: $</td>
</tr>
<tr>
<td>Experience Credit: $</td>
</tr>
<tr>
<td>Initial Contract Base Salary: $</td>
</tr>
</tbody>
</table>

Up to five years of educational experience may be granted at $1060/year

Beginning the 2013-2014 school year, the salary placement schedule has been adjusted to include the former stipend for licensed related-services professions into the placement schedule.

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 certificated staff who are subject to A.R.S. § 15-544, during fiscal year 2013-2014. The details of the general salary reduction are contained in the contracts for 2013-2014 that have been or will be issued to certificated staff.

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Approved by Governing Board on March 20, 2013.
### Grade Placement Schedule

<table>
<thead>
<tr>
<th>GRADE</th>
<th>DEGREE</th>
<th>MIN</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>CERTIFICATE</td>
<td>$61,501</td>
<td>$82,051</td>
</tr>
<tr>
<td>B</td>
<td>PH.D.</td>
<td>$62,571</td>
<td>$83,156</td>
</tr>
</tbody>
</table>

**NEW EMPLOYEES**

*INITIAL SALARY PLACEMENT = ENTRY GRADE SALARY PLUS EXPERIENCE CREDIT*

Estimate Your Initial Salary Placement Here

<table>
<thead>
<tr>
<th>Entry Grade Minimum Salary</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience Credit</td>
<td>$</td>
</tr>
<tr>
<td>Initial Contract Base Salary</td>
<td>$</td>
</tr>
</tbody>
</table>

Up to five years of educational experience may be granted at $950/year

---

*Beginning the 2013-2014 school year, the salary placement schedule has been adjusted to include the former stipend for licensed related-services professions into the placement schedule.*

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 certificated staff who are subject to A.R.S. § 15-544, during fiscal year 2013-2014. The details of the general salary reduction are contained in the contracts for 2013-2014 that have been or will be issued to certificated staff.

Employees who have retired with the Arizona State Retirement System and are returning to work for the District will be placed on the salary schedule at a step that will allow the District to recoup the costs associated with paying an alternative contribution rate paid to ASRS pursuant to A.R.S. Section 38-766.02.

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Approved by Governing Board on March 20, 2013.
2013-2014 FISCAL YEAR
197-DAY WORK CALENDAR

***Start Date***
First Day for Students
Labor Day
Fall Break
Veterans' Day
Thanksgiving Recess
Semester Break
Winter Break
Martin Luther King Day
Presidents' Day
Spring Break
Professional Development Day
Last Day of School for Students
Last Work Day

July 31
August 5
September 2
October 14 - 18
November 11 - PAID
November 27 - 29
November 28 - PAID
December 20
December 23 - January 3
Dec. 23 - Jan. 3 - PAID
January 20
February 17
March 10 - 14
April 18
May 22
May 23

**NOTE**
Students are dismissed early every Monday beginning August 12 to provide time for teacher professional development.

MOU 2013-2014
Attachment 5

Governing Board approved March 20, 2013.
DATE: April 3, 2013

TO: District Employees

FROM: Dr. Gail Pletnick, Superintendent

SUBJ: 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 the Student Dress Code published in the Parent/Student Handbook.

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 (shorts should only be worn by employees as appropriate to their work environment such as P.E. teachers or coaches), spandex shorts, knit shorts, jean shorts, and jean pants (except on Fridays). 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 spirit Fridays with your school, spirit or department shirt.

2. Employees 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 Principals (DSAA), and approved by District Administration.
AGENDA ITEM: Recommendation to Approve a Revision to the Administrative Salary Placement Schedule for the 2013-2014 School Year

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

Cost: _______________  Funding Source: Various

EXECUTIVE SUMMARY:

The Governing Board has approved the Administrative Salary Placement Salary Schedule for the 2013-2014 school year. The schedule is being brought back to the Governing Board for a revision to include an adjustment to the maximum placement amount for coordinators and an appropriate statement addressing the work calendars for coordinators and directors as referenced in their job descriptions.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the revised administrator salary placement schedule for the 2013-2014 school year as presented.

SUBMITTED BY:  SUPERINTENDENT:

ACTION BY BOARD: Motion: _____  Second: _____  Vote: _____  AGENDA ITEM: 19
## Dysart Unified School District
### 2013-2014 Administrative Salary Placement Schedule

<table>
<thead>
<tr>
<th>GRADE</th>
<th>POSITION</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>*Associate Superintendent, Assistant Superintendent, Executive Director</td>
</tr>
<tr>
<td>B</td>
<td>***Director</td>
</tr>
<tr>
<td>C</td>
<td>*High School Principal</td>
</tr>
<tr>
<td>D</td>
<td>*Elementary Principal</td>
</tr>
<tr>
<td>E</td>
<td>**High School Assistant Principal</td>
</tr>
<tr>
<td>F</td>
<td>**Elementary Assistant Principal</td>
</tr>
<tr>
<td>G</td>
<td>***Coordinator</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MIN</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>$101,700</td>
<td>$111,700</td>
</tr>
<tr>
<td>$77,138</td>
<td>$101,692</td>
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<tr>
<td>$79,959</td>
<td>$98,962</td>
</tr>
<tr>
<td>$76,623</td>
<td>$95,626</td>
</tr>
<tr>
<td>$64,085</td>
<td>$81,632</td>
</tr>
<tr>
<td>$61,004</td>
<td>$78,552</td>
</tr>
<tr>
<td>$61,800</td>
<td>$77,000</td>
</tr>
</tbody>
</table>

*248-Day Work Calendar
**229-Day Work Calendar
***248 or 257-Day Work Calendar depending on job description. Administrators assigned to a 257-Day Work Calendar will receive a salary placement that includes compensation for nine additional work days, not to exceed the maximum placement.

Professional Growth – Administrators who hold an Ed.D. or Ph.D. will earn an additional $1,000 annually.

**Employees who have retired with the Arizona State Retirement System and are returning to work for the District will be placed on the salary schedule at a step that will allow the District to recoup the costs associated with paying an alternative contribution rate paid to ASRS pursuant to A.R.S. Section 38-766.02.**

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Approved by Governing Board on March 20, 2013, Revised ____________
AGENDA ITEM: Recommendation to Approve the Classified Salary Placement Schedule - 2013-2014 School Year

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

Cost: __________ Funding Source: Various

EXECUTIVE SUMMARY:

Administration recommends Governing Board approval of the salary placement schedule for the hiring of new classified staff for the 2013-14 school year.

The purpose of the schedule is to provide a salary entry point for newly hired employees. For newly hired staff, placement would be based on education, experience and other factors related to salary placement upon hire. Salary schedule language has been included to address the district’s responsibility under the alternate contribution rate for actively employed retirees under the Arizona State Retirement System.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the classified salary placement schedule for the 2013-2014 school year as presented.
Dysart Unified School District
2013-2014 Classified Salary Placement Schedule

<table>
<thead>
<tr>
<th>GRADE</th>
<th>MINIMUM</th>
<th>MAXIMUM ENTRY</th>
<th>MAXIMUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>$9.03</td>
<td>$9.57</td>
<td>$14.37</td>
</tr>
<tr>
<td>B</td>
<td>$9.27</td>
<td>$9.83</td>
<td>$14.74</td>
</tr>
<tr>
<td>C</td>
<td>$9.50</td>
<td>$9.79</td>
<td>$15.10</td>
</tr>
<tr>
<td>D</td>
<td>$10.23</td>
<td>$10.84</td>
<td>$16.26</td>
</tr>
<tr>
<td>E</td>
<td>$10.74</td>
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<td>$17.09</td>
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<tr>
<td>F</td>
<td>$11.58</td>
<td>$12.27</td>
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<tr>
<td>G</td>
<td>$11.87</td>
<td>$12.58</td>
<td>$18.86</td>
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<td>H</td>
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<td>J</td>
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<td>$22.57</td>
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<td>$28.11</td>
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NEW EMPLOYEES
INITIAL HOURLY RATE = ENTRY HOURLY RATE PLUS EXPERIENCE CREDIT PLUS EDUCATION CREDIT

Estimate Your Initial Salary Placement Here

<table>
<thead>
<tr>
<th>Entry Grade Hourly Rate</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience Credit</td>
<td>$</td>
</tr>
<tr>
<td>Education Credit</td>
<td>$</td>
</tr>
<tr>
<td>Initial Hourly Rate</td>
<td>$</td>
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</table>

One percent of the entry hourly rate may be granted for each year of like experience up to five years (5% total).

One percent of the entry hourly rate will be granted for AA degree or above.

Employees who have retired with Arizona State Retirement System and are returning to work for the District will be placed on the salary schedule at a placement that will allow the District to recoup the costs associated with paying an alternative contribution rate paid to ASRS pursuant to A.R.S. Section 38-766.02.

The Dysart Unified School District does not discriminate on the basis of race, color, national origin, sex, disability, religion or age in its programs or activities. For information regarding discrimination grievance or complaint procedures contact the Assistant Superintendent for Employee and Public Relations at 623.876.7000.

Approved by Governing Board on ____________.
<table>
<thead>
<tr>
<th>Grade</th>
<th>Position</th>
</tr>
</thead>
</table>
| A     | Child Care Aide          
|       | Food Service Worker      |
| B     | Bus Aide                
|       | Crossing Guard          |
| C     | School Aide             |
| D     | Instructional Assistant  
|       | School Monitor          |
| E     | Assistant Child Care Facilitator  
|       | Field Technician        
|       | Security Guard          |
| F     | ELL Assessment and Data Specialist  
|       | Receptionist            |
| G     | Attendance Clerk        
|       | Library/Media Technician  
|       | Mail Courier            |
| H     | Assistant Plant Manager  
|       | Athletic Equipment Manager  
|       | Auditorium Manager      
|       | Inschool Suspension Assistant  
|       | Maintenance Worker      
|       | Mechanic Assistant      
|       | Transportation Customer Service Representative  |
| I     | Bookstore Manager       
|       | Groundskeeper           
|       | Registrar               |
| J     | Administrative Secretary I  
|       | Data Records Technician  
|       | Food Nutrition Technician  
|       | HRIS Technician         |
| K     | Accounts Technician I    
|       | Night Lead - Custodian  
|       | Night Lead - District   
|       | Plant Manager - District Office  
|       | Plant Manager - Elementary  
|       | Receiving/Property Control Technician  |
| L     | Bus Driver              
|       | Attendance Records Technician  
|       | Transportation Services Coordinator  |
| M     | Maintenance Apprentice  |
| N     | Accounting Clerk        
|       | Accounting Technician   
|       | Payroll Technician      
|       | Purchasing Technician   |
| O     | Administrative Secretary II  
|       | Dispatcher              
|       | Fixed Asset Technician  
|       | HR Project Technician   
|       | Job Specialist          |
| P     | Health Service Assistant (Grandfathered)  |
| Q     | Accountant              
|       | Buyer                   
|       | Driver Trainer          
|       | Lead Groundskeeper      
|       | Mechanic I              
|       | Skilled Maintenance     
|       | Special Equipment Technician  |
| R     | Budget Specialist I     
|       | Preschool Specialist    
|       | Routing Technician I    |
| S     | Benefits Specialist     
|       | Budget Specialist II    
|       | Computer Technician     
|       | HR Regional Specialist  
|       | Public Relations Specialist  
|       | Records Specialist      
|       | Support Specialist      |
| T     | Interpreter for Hearing Impaired  
|       | Mechanic II             |
| U     | Certified Occupational Therapy Assistant  
|       | Health Services Assistant  
|       | Mechanic III            
|       | Physical Therapy Assistant  
|       | Plant Manager - High School  
|       | Senior Buyer            
|       | Speech Language Pathologist Assistant  |
| V     | Lead Computer Technician  
|       | Support Services Manager  
|       | Routing Technician II   |
| W     | District Night Supervisor  |
| X     | Application Analyst     
|       | Budget Analyst          
|       | Senior Accountant       |
GOVERNING BOARD ITEM

AGENDA ITEM: Resolution Authorizing the Issuance and Sale of Refunding Bonds

EXECUTIVE SUMMARY:

It is recommended the Governing Board consider and, if deemed appropriate, adopt a resolution authorizing the issuance and sale of refunding bonds of the district and certificates of ownership of supplemental interest payments pertaining to the refunding bonds, delegating to district staff the authority to accept one or more proposals for the purchase of the refunding bonds and certificates, within the parameters set forth in the resolution, and authorizing issuance and post-issuance compliance procedures relating to tax-exempt bonds and other tax-exempt financings of the district.

The agreement has been reviewed and released by legal counsel.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the resolution authorizing the issuance and sale of refunding bonds of the district and certificates of ownership of supplemental interest payments pertaining to the refunding bonds, delegating to district staff the authority to accept one or more proposals for purchase of bonds and certificates.

SUBMITTED BY: 

SUPERINTENDENT: 

ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM: 2
# Outstanding Bond Maturities by Issue*

| Fiscal Year Ending (July 1) | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal | Coupon | Principal |Coupon | Principal |Coupon |
|-----------------------------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|        |
DYSART UNIFIED SCHOOL DISTRICT
REFUNDING BONDS, SERIES 2013

Estimated Savings*

Present Value (net of costs) $1.48 million

% of Principal to be Refinanced 5.8%

Bonds to be Refinanced

Principal Amount $25,485,000

Average Interest Rate 4.02%

Maturity Range July 2014 –2022

Refunding Bonds

Principal Amount $25,485,000

Estimated True Interest Cost* 2.12%

Maturity Range July 2014 –2022

* Based upon current bond yields, including adjustment for estimated costs and 0.10% added rate for conservatism.
### Dysart Unified School District No. 89 of Maricopa County, Arizona

**Refunding Bonds, Series 2013**

#### Tentative Financing Timetable

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 3rd</td>
<td>Bond resolution and supporting documents submitted to District to compile agenda item and Governing Board packets.</td>
<td>BC, SN</td>
</tr>
<tr>
<td>April 12th</td>
<td>Updated District information to Stifel for drafting preliminary term sheet for potential investors.</td>
<td>DUSD, SN</td>
</tr>
<tr>
<td>April 17th</td>
<td><strong>Governing Board considers a resolution authorizing the issuance of the Bonds within parameters, delegating authority to Finance Team and approving the form of financing documents.</strong></td>
<td>DUSD, BC, SN</td>
</tr>
<tr>
<td>April 18th</td>
<td>Draft term sheet distributed to potential institutional investors.</td>
<td>SN</td>
</tr>
<tr>
<td>May 2nd</td>
<td>Purchase proposals received by Stifel and analyzed, summarized and distributed to District.</td>
<td>DUSD, SN</td>
</tr>
<tr>
<td>May 3rd</td>
<td>Purchaser is preliminarily selected. Bond purchase agreement may be executed by investor and Board President following a successful sale.</td>
<td>DUSD, SN</td>
</tr>
<tr>
<td>Weeks After Sale</td>
<td>Closing documents are drafted, reviewed and finalized. Needed signatures from Governing Board, Administration and Purchaser are secured. Closing letter is issued by Stifel.</td>
<td>All Parties</td>
</tr>
<tr>
<td>May 15th</td>
<td>Prior paying agent directed to submit early redemption notices by June 1st for July 1st call.</td>
<td>DUSD, BC</td>
</tr>
<tr>
<td>May 23rd</td>
<td>Close the bond issue. Proceeds deposited with escrow trustee.</td>
<td>BC, SN, County</td>
</tr>
</tbody>
</table>

**Legend**

- **DUSD** = Dysart Unified School District No. 89 - Issuer
- **BC** = Gust Rosenfeld, P.L.C.– Bond Counsel
- **SN** = Stifel, Nicolaus, & Company, Inc. – Placement Agent
- **TST** = TBD by Pricing Quotes – Escrow, Trustee Bond Registrar & Paying Agent
- **PC** = TBD – Purchaser (County Treasurer and Institutional Investor)
RESOLUTION

RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED $26,000,000 AGGREGATE PRINCIPAL AMOUNT OF DYSART UNIFIED SCHOOL DISTRICT NO. 89 OF MARICOPA COUNTY, ARIZONA, REFUNDING BONDS, SERIES 2013 AND CERTIFICATES OF OWNERSHIP OF SUPPLEMENTAL INTEREST; PROVIDING CERTAIN TERMS, COVENANTS AND CONDITIONS CONCERNING THE BONDS AND THE CERTIFICATES; PROVIDING THE FORM OF BONDS AND CERTIFICATES; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF SUCH BONDS AND CERTIFICATES; PROVIDING FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS AND THE CERTIFICATES; AUTHORIZING THE APPOINTMENT OF A REGISTRAR, TRANSFER AGENT, PAYING AGENT AND DEPOSITORY TRUSTEE WITH RESPECT TO THE BONDS; DELEGATING THE ACCEPTANCE OF ONE OR MORE PROPOSALS FOR THE PURCHASE OF THE BONDS AND CERTIFICATES; APPROVING ISSUANCE AND POST-ISSUANCE COMPLIANCE PROCEDURES RELATING TO TAX-EXEMPT OBLIGATIONS; AND RATIFYING ALL ACTIONS TAKEN OR TO BE TAKEN WITH RESPECT TO THE BONDS AND CERTIFICATES.

WHEREAS, Dysart Unified School District No. 89 of Maricopa County, Arizona (the "District") has issued certain school improvement bonds and refunding bonds (the "Prior Bonds"), and the Governing Board of the District (the "Board") has decided to provide for the refunding, and, as applicable, redemption of some or all of the Prior Bonds on or prior to their respective maturity dates (the "Bonds Being Refunded"); and

WHEREAS, the Board has determined that it is expedient to refund some or all of the Bonds Being Refunded and that the issuance of refunding bonds and the application of the net proceeds thereof to pay at maturity or call for redemption the Bonds Being Refunded are necessary and advisable and are in the best interests of the District because the proposed refunding bonds can lower the aggregate tax burden for the District's taxpayers; and

WHEREAS, the District intends to issue refunding bonds in the aggregate principal amount of not to exceed $26,000,000 (the "Bonds"), in one or more series, and certificates of ownership of supplemental interest payments (the "Certificates"), all for the purpose of refunding the Bonds Being Refunded and paying the costs of issuance of the Bonds; and

WHEREAS, in accordance with applicable law, the total aggregate of taxes levied to pay principal of and interest on the Bonds and the interest evidenced by the Certificates in the aggregate shall not exceed the total aggregate principal and interest to become due on the Bonds Being Refunded, calculated from the date of issuance of such Bonds to the final maturity date of the Bonds Being Refunded; and

WHEREAS, with the aid of Stifel, Nicolaus & Company, Incorporated, the District's placement agent, the Board expects to receive an offer to purchase (i) the Bonds and/or the Certificates from the Treasurer of Maricopa County, Arizona (the "Treasurer") in the form of Bond Purchase Agreement now on file with this Board (the "Treasurer Bond Purchase Agreement"), and (ii) the Bonds and/or the Certificates from a to-be-determined private investor (the "Private Investor") in the form of a Private Investor Bond Purchase Agreement now on file with this Board (the "Private Investor Bond Purchase Agreement") and the District desires that the Bonds and/or Certificates be sold through negotiation to the Treasurer and/or the Private Investor on such terms as
may meet the parameters of this resolution and hereafter be approved by the District Superintendent or the District Director of Finance; and

WHEREAS, within and by the parameters set forth in this resolution, the Board shall authorize the execution, issuance and sale of the Bonds and the Certificates and their delivery to the Treasurer and/or the Private Investor in accordance with the Bond Purchase Agreement and the Private Investor Bond Purchase Agreement, respectively.

NOW, THEREFORE, IT IS RESOLVED BY THE GOVERNING BOARD OF DYSART UNIFIED SCHOOL DISTRICT NO. 89 OF MARICOPA COUNTY, ARIZONA, as follows:

Section 1. Authorization. The Board hereby authorizes the Bonds to be issued and sold in the aggregate principal amount of not to exceed $26,000,000 and the Certificates to be issued in a payment amount not exceeding the amount of premium allowed by law (the "Certificates"). The Bonds and, if applicable, the Certificates shall be issued and sold in accordance with the provisions of this resolution and delivered against payment therefor by the Treasurer and/or the Private Investor, as the case may be. The Bonds so authorized shall be designated "Dysart Unified School District No. 89 of Maricopa County, Arizona, Refunding Bonds, Series 2013" and may be sold in one or more taxable and/or tax-exempt series. The Bonds and the Certificates shall be issued for the purpose of providing funds to be used to refund the Bonds Being Refunded and to pay the costs of issuance of the Bonds. The Board finds and determines that it is expedient, necessary and advisable that the District restructure a portion of its outstanding bonded debt. The present value of the debt service savings, net of all costs associated with the Bonds and the Certificates, must be at least 2.50% of the principal amount of the Bonds Being Refunded.

Section 2. Terms.

A. Bonds. The Bonds shall be dated the date of initial delivery to the Treasurer. The Bonds shall mature on July 1 in the years 2013 through 2028 and shall bear interest from their date to the maturity of each of the Bonds at the interest rates to be set forth in the respective Bond Purchase Agreement but not exceeding the amount of premium allowed by law (the Certificates), and shall have a bond yield (including the interest represented by the Certificates), calculated in the manner bond yield is determined for arbitrage rebate purposes pursuant to United States Treasury Regulations, of not to exceed 3.50%.

The Bonds shall be issued in denominations of $100,000 or greater thereof and shall be issued in fully registered form. Initially, the Bonds shall be issued as fully registered Bonds registered in the name of the Treasurer, Maricopa County, Arizona or the Private Investor, as the case may be, as one installment Bond or one Bond for each maturity. Interest on the Bonds (other than the Certificates, if applicable, which shall be paid as set forth below) shall be payable semiannually on each January 1 and July 1 (each an Interest Payment Date) during the term of the Bonds, commencing January 1, 2014 (or on a later date as set forth in the respective Bond Purchase Agreement). The denominations may not be changed or reduced without the District’s consent.

Principal of the Bonds shall be payable, when due, upon surrender of such Bond, at the designated office of the Maricopa County Treasurer, with respect to Bonds purchased by the Treasurer, or at the office of the Bond Registrar and Paying Agent (as hereinafter defined), with respect to Bonds purchased by the Private Investor.
Notwithstanding any other provisions of this Resolution, so long as the Bonds are owned by the Treasurer of Maricopa County, or any other entity for which such Treasurer acts as Treasurer, the Treasurer may without notice to the District set off any amount of interest that has come due or principal that has matured, from the District's Debt Service Account or from other moneys legally applicable for payment of the Bonds.

The Bonds shall have such other terms and provisions as are set forth in Exhibits A-1 and A-2 hereto.

B. Certificates. The Bonds may also bear supplemental interest which shall be payable to the Certificate Purchaser, the registered owner of the detached Certificates. Ownership of the supplemental interest payments shall be evidenced by Certificates. Interest payments to the registered owners of the Certificates are hereby designated as supplemental interest payments. For purposes of any disclosure document interest payable to the registered owners of the appertaining Bonds may be designated as "A" interest and supplemental interest payments may be designated as "B" interest.

The Certificates shall be paid on the dates and in the amounts and have the other final terms approved by the President or any other member of this Board. Such approval shall be evidenced by the execution and delivery of the Certificate Purchase Agreement. The supplemental interest represents interest on the outstanding Bonds commencing on the January 1 or July 1, as applicable, immediately preceding the specified payment date and ending on the day immediately prior to the specified payment date (except that any Certificates payable within six months of the date of initial issuance and delivery of the Bonds and Certificates shall represent interest on the Bonds from the date of initial issuance and delivery of the Bonds and the Certificates to the day immediately preceding payment date), at the interest rates therefor which produce the payment amounts as set forth in the respective Bond Purchase Agreement. The Certificates are expected to be initially issued in fully registered Book-Entry-Only form in denominations equal to the respective payment amount due on the payment date. If the Book-Entry-Only System is discontinued, the Certificates shall be in the denominations of $1,000 each or integral multiples thereof.

The Certificates shall have such other terms and provisions as are set forth in Exhibit B hereto.

C. Book-Entry-Only System. So long as the Certificates are administered under the Book-Entry-Only System described in the Letter of Representations (as defined hereinafter), interest payments and principal payments that are part of periodic principal and interest payments shall be paid to Cede & Co. or its registered assigns in same-day funds no later than the time of payment established by The Depository Trust Company ("DTC") on each interest or principal payment date or Certificate payment date (or in accordance with then existing arrangements between the District and DTC). The District has previously entered into an agreement (the "Letter of Representations") with DTC in connection with the issuance of its bonds including the Certificates and, while the Letter of Representations is in effect, the procedures established therein shall apply to the Bonds purchased by the Private Investor and the Certificates.

D. Registration. If the Book-Entry-Only System is discontinued, the Bond Registrar's registration books shall show the registered owners of the Bonds purchased by the Private Investor and the Certificates (collectively, the owner or owners of the Bonds and the
Certificates as shown on the Registrar’s registration books shall be referred to as "Owner" or "Owners"). While the Bonds purchased by the Private Investor and the Certificates are subject to the Book-Entry-Only System, the Bonds purchased by the Private Investor and the Certificates shall be registered in the name of Cede & Co., or its registered assigns. The Bonds purchased by the Private Investor and the Certificates shall be administered by the Registrar in a manner which assures against double issuance and provides a system of transfer of ownership on the books of the Registrar in the manner set forth in the Certificates. The District recognizes that Section 149(a) of the Internal Revenue Code of 1986, as amended (the "Code"), requires the Bonds purchased by the Private Investor and the Certificates to be issued and to remain in fully registered form in order that interest thereon is exempt from federal income taxation under laws in force at the time the Bonds purchased by the Private Investor and the Certificates are delivered. In this connection, the District agrees that it will not take any action to permit the Bonds purchased by the Private Investor and the Certificates to be issued in, or converted into bearer or coupon form.

E. Payment. If the Book-Entry-Only System is discontinued, the payment amount evidenced by the Bonds purchased by the Private Investor and the Certificates shall be payable, when due, only upon presentation and surrender of the Bond or Certificate at the designated corporate trust office of the Paying Agent.

Notwithstanding any other provision of this resolution, the payment amount of any Bonds or Certificates that is held by a securities depository or Bonds or Certificates subject to a Book-Entry-Only System may be paid by the Paying Agent by wire transfer in "same day funds".

Section 3. Optional Redemption. The Bonds may be subject to call for redemption prior to their stated maturity dates, at the option of the District, in whole or in part, at any time upon payment of a redemption price equal to the principal amount of each Bond redeemed plus accrued interest to the date of payment, but without premium. The District shall notify the Treasurer and/or the Private Investor, as applicable, of any proposed prior redemption at least 30 days before such redemption.

Section 4. Security. For the purpose of paying the principal of, interest on and costs of administration of the Bonds, including interest represented by the Certificates, there shall be levied on all the taxable property in the District a continuing, direct, annual, ad valorem tax sufficient to pay all such principal, interest and administration costs as the same becomes due, such taxes to be levied, assessed and collected at the same time and in the same manner as other taxes are levied, assessed and collected. Taxes levied with respect to the payment of principal of and interest on the Bonds including interest represented by the Certificates, shall be limited as follows: the total aggregate of taxes levied to pay principal of and interest on the Bonds including interest represented by the Certificates, in the aggregate shall not exceed the total aggregate principal and interest to become due on the Bonds Being Refunded, calculated from the date of issuance of the Bonds to the final maturity date of the Bonds Being Refunded; and further, if the trust created to pay principal of, premium, if any, and interest on the Bonds Being Refunded is insufficient to make such payments when due, any taxes levied to pay principal of and interest on the Bonds including interest represented by the Certificates, shall first be applied to the payments of amounts due on the Bonds Being Refunded. The proceeds of the taxes shall be kept in a special fund entitled the “Debt Service Fund” of the District and shall be used only for the payment of principal, interest or costs as above-
stated. If for any reason, the amount on deposit in the District’s Debt Service Fund is insufficient to pay on the date of payment, the principal and interest due on the Bonds including interest represented by the Certificates, the District hereby authorizes the Treasurer to pay such deficiency from any District funds lawfully available therefore.

Upon the creation of the trust for payment of the Bonds Being Refunded, all moneys collected thereafter during the current fiscal year which would otherwise have been credited to the Interest and Redemption Funds for the Bonds Being Refunded shall be credited to the District’s Debt Service Fund.

Section 5. Use of Proceeds. Upon the delivery of and payment for the Bonds and Certificates in accordance with the terms of their sale, the net proceeds from the sale of the Bonds together with proceeds from the sale of the Certificates, after setting aside an amount sufficient for the payment of the costs and expenses of issuance of the Bonds and the Certificates, shall be set aside, together with certain funds of the District required to pay the Bonds Being Refunded, in a special trust fund maintained by the Treasurer and shall be used to pay, when due, principal of and interest on the Bonds Being Refunded, all as more fully described in that certain Depository Trust Agreement to be dated the date of the Bonds (the “Depository Trust Agreement”) by and among the District, a depository trustee (to be selected by the Superintendent and Director of Finance) (the “Depository Trustee”) and the Treasurer. Amounts credited to such trust, other than any beginning cash balance, may be invested in obligations issued by or guaranteed by the United States of America the maturing principal of and interest on which, together with any beginning cash balance, shall be sufficient to pay the principal of and interest on the Bonds Being Refunded as the same become due at maturity or prior redemption as provided herein. However, no such investment shall be made which prejudices the timely redemption and payment of the Bonds Being Refunded.

Any balance of the net proceeds of the Bonds or Certificates remaining after creation of the trust for the Bonds Being Refunded shall be transferred to the District's Debt Service Fund.

Section 6. Form of Bonds and Certificate. Pursuant to A.R.S. § 35-491, a fully registered bond form and a fully registered certificate form are adopted as an alternative to the form of bond provided in A.R.S. § 15-1023. The Bonds and Certificates shall be in substantially the forms of Exhibits A-1, A-2, and B attached hereto and incorporated by reference herein, with such necessary and appropriate omissions, insertions, variations and series designations as are permitted or required hereby and are approved by those officers executing the Bonds and Certificates; execution thereof by such officers shall constitute conclusive evidence of such approval.

The Bonds may have notations, legends or endorsements required by law, securities exchange rule or usage. Each Bond and Certificate shall show both the date of the issue and the date of such Bond’s or Certificates authentication and registration.

The Bonds and Certificates are prohibited from being converted to coupon or bearer form without the consent of the Board and approval of Bond Counsel.

Section 7. Execution of Bonds and Other Documents.

A. The Bonds and Certificates. The Bonds and the Certificates shall be executed for and on behalf of the District by the President and attested by the Clerk of the Board and
countersigned by the Treasurer by their manual or facsimile signature. In the event the Board does not have a designated Clerk, any member of the Board is hereby designated as Clerk of the District solely for the purpose of attesting the President’s signature on the Bonds. If an officer whose signature is on a Bond no longer holds that office at the time the Bond is authenticated and registered, such Bond shall nevertheless be valid. Neither a Bond nor Certificate shall not be valid or binding until authenticated by the manual signature of an authorized representative of the Registrar. The signature of the authorized representative of the Registrar shall be conclusive evidence that such Bond or Certificate has been authenticated and issued pursuant to this resolution.

B. Agreement. The Agreement between the District and the Treasurer, substantially in the form presented to this Board at the meeting at which this resolution was adopted and on file with the District is approved and the Superintendent of the District is authorized to execute and deliver such Agreement at the time the Bonds are initially registered.

C. Treasurer Bond Purchase Agreement. The form of the Treasurer Bond Purchase Agreement presented to this Board at the meeting at which this resolution was adopted and on file with the District is approved and the Superintendent of the District is hereby authorized to execute the Treasurer Bond Purchase Agreement on behalf of the District. The Superintendent or Director of Finance of the District shall cause the Treasurer Bond Purchase Agreement to be completed and reflect the terms of the Bonds and Certificates sold to the Treasurer, including the price at which the Bonds and Certificates are sold. Execution and delivery of the Treasurer Bond Purchase Agreement by the Superintendent of the District shall be conclusive evidence of approval of such final terms and provisions.

D. Private Investor Bond Purchase Agreement. The form of the Private Investor Bond Purchase Agreement presented to this Board at the meeting at which this resolution was adopted and on file with the District is approved and the Superintendent of the District is hereby authorized to execute the Private Investor Bond Purchase Agreement on behalf of the District. The Superintendent or Director of Finance of the District shall cause the Private Investor Bond Purchase Agreement to be completed and reflect the terms of the Bonds and Certificates sold to the Private Investor, including the price at which the Bonds and Certificates are sold. Execution and delivery of the Private Investor Bond Purchase Agreement by the Superintendent of the District shall be conclusive evidence of approval of such final terms and provisions.

E. Registrar Contract. The form of registrar's contract as presented to this Board concerning duties of the Registrar and Paying Agent with respect to Bonds sold to the Private Investor is hereby approved and the Superintendent of the District is hereby directed to execute such contract on behalf of the District with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing the documents and cause such respective contract to be delivered. Execution by the Superintendent shall constitute conclusive evidence of such approval.

F. Depository Trust Agreement. The Depository Trust Agreement in substantially the form presented to this Board at the meeting at which this resolution was adopted and on file with the District, concerning the refunding of the Bonds Being Refunded is hereby approved and the Superintendent of the District is hereby directed to execute such contract on behalf of the District with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing the documents.
Execution by the Superintendent shall constitute conclusive evidence of such approval and cause such respective contract to be delivered.

Section 8. Mutilated, Lost or Destroyed Bonds and Certificates. In case any Bond or Certificate becomes mutilated or destroyed or lost, the Registrar shall cause to be executed and delivered a new Bond or Certificate of like date and tenor in exchange and substitution for and upon the cancellation of the mutilated Bond or Certificate or in lieu of and in substitution for the Bond or Certificate destroyed or lost, upon the owner’s paying the reasonable expenses and charges of the District in connection therewith and, in the case of the Bond or Certificate destroyed or lost, filing with the Registrar and the Treasurer evidence satisfactory to the Registrar and the Treasurer that such Bond or Certificate was destroyed or lost, and furnishing the Registrar and the Treasurer with a sufficient indemnity bond pursuant to A.R.S. § 47-8405.

Section 9. Acceptance of Offer; Sale of Bonds and Certificates. The Board hereby delegates to the Superintendent and the Director of Finance the authority to accept any offer by the Treasurer and/or Private Investor to purchase the Bonds and/or Certificates within the parameters set forth in this Resolution in accordance with the terms of the respective proposal.

The President of this Board is hereby authorized and directed to cause the Bonds and Certificates to be delivered to or upon the order of the Treasurer and/or the Private Investor as the case may be, upon receipt of payment therefor and satisfaction of the other conditions for delivery thereof in accordance with the terms of the sale. Any other provisions of this resolution to the contrary notwithstanding, the Bonds and shall not be sold for less than par and no premium on the Bonds shall exceed the net premium permitted by A.R.S. § 35-473.01.

Section 10. Registrar and Paying Agent of the Bonds Purchased by Treasurer. The District will maintain an office or agency where Bonds purchased by the Treasurer may be presented for registration or transfer and an office or agency where Bonds may be presented for payment. The District may appoint one or more co-registars or one or more additional Paying Agents. The Registrar and Paying Agent may make reasonable rules and set reasonable requirements for their respective functions with respect to the owners of the Bonds.

Initially, the Maricopa County Treasurer is appointed to act as Registrar and Paying Agent with respect to the Bonds purchased by the Treasurer. The District or the Maricopa County Treasurer may change the Registrar or Paying Agent without notice to or consent of owners of the Bonds and the District may act in any such capacity.

The Registrar may appoint an authenticating agent acceptable to the District to authenticate the Bonds. An authenticating agent may authenticate Bonds whenever the Registrar may do so. Each reference in this resolution to authentication by the Registrar includes authentication by an authenticating agent acting on behalf and in the name of the Registrar and subject to the Registrar’s direction.

The Registrar shall keep a register for the Bonds which will show the registered owners of the Bonds and of transfer of the Bonds. When Bonds are presented to the Registrar or a co-registrar with a request to register transfer, the Registrar shall register the transfer on the registration books if its requirements for transfer are met and shall authenticate and deliver one or more Bonds registered in the name of the transferee of the same principal amount, maturity and rate of interest as the surrendered Bonds. All transfer fees and costs shall be paid by the transferor. The “Record Date” for the Bonds shall be the close of business of the Registrar on the fifteenth day of the
month preceding an interest payment date or principal payment date, as applicable. The Registrar may, but shall not be required to, transfer or exchange any Bonds during the period commencing on the Record Date to and including the respective Interest Payment Date. If the Registrar transfers or exchanges Bonds within the period referred to above, interest on such Bonds shall be paid to the person who was the registered owner at the close of business of the Registrar on the Record Date as if such transfer or exchange had not occurred.

The Registrar shall authenticate Bonds for original issue up to $26,000,000 in aggregate principal amount. The Registrar shall keep a register of the Bonds and of their transfer. The aggregate principal amount of Bonds outstanding at any time may not exceed that amount except for replacement Bonds as to which the requirements of the Registrar and the District are met.

Section 11. Registrar and Paying Agent of the Bonds Purchased by Private Investor. The District will maintain an office or agency where the Bonds purchased by the Private Investor will be recorded in the registration books and such Bonds may be presented for registration or transfer. The District will maintain an office or agency where Bonds purchased by the Private Investor may be presented for payment. Bonds purchased by the Private Investor shall be paid by the Paying Agent in accordance with Section 2E of this Resolution. The Superintendent or Director of Finance shall select the Registrar and Paying Agent for the Bonds purchased by the Private Investor. The Registrar and Paying Agent may make reasonable rules and set reasonable requirements for their respective functions with respect to the Owners of the Bonds.

Each Paying Agent shall be required to agree in writing that the Paying Agent will hold in trust for the benefit of the Owners of the Bonds all moneys held by the Paying Agent for the payment of principal of and payment of the interest on the Bonds.

The Registrar may appoint an authenticating agent acceptable to the District to authenticate Bonds. An authenticating agent may authenticate Certificates whenever the Registrar may do so. Each reference in this resolution to authentication by the Registrar includes authentication by an authenticating agent acting on behalf and in the name of the Registrar and subject to the Registrar's direction.

If the Book-Entry-Only System is discontinued, the Registrar shall keep a register for the Bonds owned by the Private Investor and of transfer of the Bonds. When Bonds are presented to the Registrar or a co-registrar with a request to register transfer, the Registrar shall register the transfer on the registration books if its requirements for transfer are met and shall authenticate and deliver one or more Bonds registered in the name of the transferee of the same principal or payment amount, maturity or payment date and rate of interest as the surrendered Bonds. All transfer fees and costs shall be paid by the transferor.

The Record Date for the Bonds shall be the close of business of the Registrar on the fifteenth day of the month preceding an interest payment date or principal payment date, as applicable. The Registrar may, but shall not be required to, transfer or exchange any Bonds during the period commencing on the Record Date to and including the respective Interest Payment Date.
The Registrar shall authenticate Bonds for original issue up to the aggregate payment amount approved hereunder upon the written request of the Registrar. The aggregate payment amount of Bonds outstanding at any time may not exceed the amounts authorized herein except for replacement Bonds as to which the requirements of the Bonds Registrar and the District are met.

**Section 12. Resolution a Contract.** This resolution shall constitute a contract between the District and the owners of the Bonds and the Certificates and shall not be repealed or amended in any manner which would impair, impede or lessen the rights of the registered owners of the Bonds or the Certificates then outstanding. The performance by the Governing Board of the obligations in this resolution and in the Bonds and Certificates is hereby authorized and approved.

**Section 13. Investment of Moneys.** Pursuant to A.R.S. §§ 15-1024 and 15-1025, subject to the provisions of Section 12 hereof, this resolution shall be construed as a request and continuing consent of this Board to invest moneys in the Debt Service Fund established for the Bonds and the proceeds of the Bonds deposited in the Bond Building Fund pending use, in (i) any of the securities allowed by A.R.S. § 15-1025 and (ii) the local government investment pool established under A.R.S. § 35-326, so long as the pool only invests in securities allowed by A.R.S. § 15-1025. This resolution shall constitute the continuing consent of this Board to such investment and no further annual consent need be given; provided, however, that the District, acting through its Superintendent or Director of Finance, may at any time provide written investment instructions to the Treasurer during any fiscal year and the Treasurer, to the extent such investments are lawful, is hereby directed to invest the moneys designated in the written instructions in the investments set forth in such instructions.

**Section 14. Ratification of Actions.** All actions of the officers and agents of the District, the Treasurer or the County which conform to the purposes and intent of this resolution and which further the issuance and sale of the Bonds and Certificates as contemplated by this resolution whether heretofore or hereafter taken are hereby ratified, confirmed and approved. The proper officers and agents of the District, the Treasurer and the County are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the District as may be necessary to carry out the terms and intent of this resolution.

**Section 15. Qualified Tax-Exempt Obligations.** In the event the Superintendent or the President of the Board determines that the District reasonably expects to issue less than $10,000,000 in principal amount of tax-exempt obligations in this calendar year, the District hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. The President of the Board, the Superintendent or the Associate Superintendent for Business Services shall certify in the closing certificates that it is reasonably anticipated that the aggregate amount of qualified tax-exempt obligations (as defined in Section 265(b)(3)(B) of the Code) which shall be issued for or by the District in the current calendar year shall not exceed $10,000,000.

**Section 16. Bonds Being Refunded.** The Board orders that the amount of the Bonds Being Refunded and the times that the Bonds Being Refunded will be redeemed will be determined by the Superintendent or Director of Finance and will be as set forth in the Purchase Agreement. The weighted average maturity of the Bonds shall be at least 75% of the weighted average maturity of the Bonds Being Refunded.
<table>
<thead>
<tr>
<th>Issue (Dated Date)</th>
<th>Name</th>
<th>Original Principal Amount</th>
<th>Maturities Being Refunded</th>
<th>Maturity or Redemption Date</th>
<th>Redemption Price on Bonds Being Refunded (% of principal)</th>
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<tbody>
<tr>
<td>6/26/03</td>
<td>School Improvement Bonds, Project of 2002, Series A (2003)</td>
<td>$1,250,000</td>
<td>2014</td>
<td>2013</td>
<td>0%</td>
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<tr>
<td></td>
<td></td>
<td>1,300,000</td>
<td>2015</td>
<td>2013</td>
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<td></td>
<td>1,350,000</td>
<td>2016</td>
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<td></td>
<td></td>
<td>1,425,000</td>
<td>2017</td>
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<td></td>
<td></td>
<td>1,500,000</td>
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<td>2013</td>
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<tr>
<td></td>
<td></td>
<td>1,600,000</td>
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<tr>
<td></td>
<td></td>
<td>1,675,000</td>
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<td>1,750,000</td>
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<td>11/30/04</td>
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<td>65,000</td>
<td>2016</td>
<td>2014</td>
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<tr>
<td></td>
<td></td>
<td>1,800,000</td>
<td>2017</td>
<td>2014</td>
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<td></td>
<td>1,875,000</td>
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<td>1,955,000</td>
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<td>2017</td>
<td>2015</td>
<td>0%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1,000,000</td>
<td>2018</td>
<td>2015</td>
<td>0%</td>
</tr>
</tbody>
</table>

**Section 17. Other Moneys.** The Treasurer is authorized and directed to transfer such amounts of money from the District's Principal and Interest Redemption Funds as are or may be necessary to complete the refunding of the Bonds Being Refunded.

**Section 18. Bond Insurance or Credit Enhancement.** The Treasurer is hereby authorized to expend or cause to be expended Bond or Certificate proceeds to purchase bond insurance or other credit enhancements for the Bonds and Certificates if deemed to be in the District's best interest.

**Section 19. Severability.** If any section, paragraph, subdivision, sentence, clause or phrase of this resolution is for any reason held to be illegal, invalid or unenforceable, such decision will not affect the validity of the remaining portions of this resolution. The Board hereby declares that it would have adopted this resolution and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the issuance of the Bonds and Certificates pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this resolution may be held illegal, invalid or unenforceable.

**Section 20. Issuance and Post-Issuance Compliance Procedures.** The form of the Issuance and Post-Issuance Compliance Procedures Relating to Tax-Exempt Bonds, Tax Credit Bonds, Build America Bonds (Direct Pay), and Tax Credit Bonds (Direct Pay), as presented to the Board at the meeting at which this resolution was adopted as described in

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JTG:akr 19361214 4/5/2013
Exhibit C attached hereto, and on file with the Board, is hereby approved and District staff shall follow the procedures set forth therein as it relates to issuance and post-issuance compliance procedures required by the Bonds, or any bonds of the District.

[SIGNATURE ON FOLLOWING PAGE]
PASSED, ADOPTED AND APPROVED by the Governing Board of Dysart Unified School District No. 89 of Maricopa County, Arizona, on April 17, 2013.

____________________________
President

CERTIFICATION

I, ________________________, the duly appointed and acting Clerk of the Governing Board of Dysart Unified School District No. 89 of Maricopa County, Arizona, do hereby certify that the above and foregoing Resolution was duly passed by the governing body of the District, at a regular meeting held on April 17, 2013, and the vote was ___ aye’s, ___ nay’s, ___ were absent, ___ abstained and ___ members of the Governing Board were present thereat.

DATED: April 17, 2013.

____________________________
Clerk

Exhibit A  Form of Bond
Exhibit B  Form of Certificate
Exhibit C  Issuance and Post-Issuance Compliance Procedures
Number: R---

EXHIBIT A-1
(Form of Taxable Bond)

Denomination:

DYSART UNIFIED SCHOOL DISTRICT NO. 89 OF MARICOPA COUNTY, ARIZONA
TAXABLE REFUNDING BOND, SERIES 2013

Interest Rate
Maturity Date
% July 1, ___

Original Dated Date
___ 1, 2013

Registered Owner: ____________________________________________

Principal Amount: ____________________ AND NO/100 DOLLARS ($_______ .00)

DYSART UNIFIED SCHOOL DISTRICT NO. 89 OF MARICOPA COUNTY, ARIZONA (the
"District"), for value received, hereby promises to pay to the registered owner identified above, or registered assigns
as provided herein, on the maturity date set forth above, the principal amount set forth above, and to pay interest on
the unpaid principal amount at the interest rate shown above.

The Bonds are not subject to call for redemption prior to their stated maturity dates without the consent of
the registered owner.

Interest is payable on January 1 and July 1 of each year commencing January 1, ____, and will accrue from
the most recent date to which interest has been paid, or, if no interest has been paid, from the original dated date set
forth above. Interest will be computed on the basis of a year comprised of 360 days consisting of twelve (12)
months of thirty (30) days each. The interest income on the Bonds is exempt from State of Arizona income taxes.

Principal of and interest on this bond are payable in lawful money of the United States of America. Interest
payments and principal payments that are part of periodic principal and interest payments shall be received by the
Registered Owner in same-day funds on each interest or principal payment date.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and laws of
the State of Arizona to exist, to occur and to be performed precedent to and in the issuance of this bond exist, have
occurred and have been performed and that the series of bonds of which this is one, together with all other
indebtedness of the District, is within every debt and other limit prescribed by the Constitution and laws of the State
of Arizona, and that due provision has been made for the levy and collection of a direct, annual, ad valorem tax upon
all of the taxable property in the District for the payment of this bond and of the interest hereon as each becomes
due, as limited as described herein.

This bond is one of an issue of general obligation refunding bonds in the aggregate principal amount of
$_______ of like tenor except as to amount, maturity date, interest rate and number, issued by the District to
provide funds to refund certain previously issued and outstanding bonds of the District, pursuant to a resolution of
the Governing Board of the District duly adopted prior to the issuance hereof (the "Resolution"), and pursuant to the
Constitution and laws of the State of Arizona relative to the issuance and sale of school district refunding bonds, and
all amendments thereto, and all other laws of the State of Arizona thereunto enabling.

For the punctual payment of this bond and the interest hereon and for the levy and collection of ad valorem
taxes on all taxable property within the District sufficient for that purpose, the full faith and credit of the District are
hereby irrevocably pledged; provided, however, that the total aggregate of taxes levied to pay principal and interest
on the issue of bonds of which this bond is one, in the aggregate shall not exceed the total aggregate principal and

JTG:akr 1936121.3 4/4/2013

A-1-1
interest to become due on the bonds being refunded from the date of issuance of the issue of bonds of which this bond is a part to the final date of maturity of the bonds being refunded; and subject, further, to the rights vested in the owners of the bonds being refunded by the bonds of this issue to the payment of such bonds being refunded from the same tax source in the event of a deficiency in the moneys and obligations issued by or guaranteed by the United States of America purchased from the proceeds of the sale of the bonds of this issue and placed in trust for the purpose of providing for payment of principal of and interest on the bonds being refunded. The owner of this bond must rely on the sufficiency of the moneys and obligations placed irrevocably in trust for payment of the bonds being refunded.

The registrar or paying agent may be changed by the District or the Treasurer of Maricopa County, Arizona without notice.

This bond is transferable by the registered owner in person or by attorney duly authorized in writing at the designated office of the registrar, which on the original issue date is the Treasurer of Maricopa County, Arizona. Bonds of this issue are issuable only in fully registered form in the denomination of $100,000 or greater thereof.

The District, the registrar and the paying agent may treat the registered owner of this bond as the absolute owner for the purpose of receiving principal and interest and for all other purposes and none of them shall be affected by any notice to the contrary.

The District has caused this bond to be executed by the President and attested by the Clerk of its Governing Board and countersigned by the Treasurer of Maricopa County, Arizona, which signatures may be facsimile signatures. This bond is not valid or binding upon the District without the manually affixed signature of an authorized representative of the registrar. This bond is prohibited from being issued in coupon or bearer form without the consent of the Governing Board of the District, and the occurrence of certain other conditions.

DYSART UNIFIED SCHOOL DISTRICT NO. 89 OF MARICOPA COUNTY, ARIZONA

President, Governing Board

Attest:

Clerk, Governing Board

COUNTERSIGNED:

Treasurer, Maricopa County, Arizona
DATE OF AUTHENTICATION AND REGISTRATION: 

AUTHENTICATION CERTIFICATE 

This bond is one of the Dysart Unified School District No. 89 of Maricopa County, Arizona Taxable Refunding Bonds, Series 2013, described in the resolution mentioned herein.

, as Registrar

Authorized Representative

(INSERT INSURANCE STATEMENT HERE, IF APPLICABLE)

FORM OF ASSIGNMENT

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship
and not as tenants in common

UNIF GIFT/TRANS MIN ACT- Custodian

(Cust) (Minor)

under Uniform Gifts/Transfers to Minors Act (State)

Additional abbreviations may also be used though not in list above

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Name and Address of Transferee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints , attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated

Signature Guaranteed:

Firm or Bank

Authorized Signature

The signature(s) should be guaranteed by an eligible guarantor institution pursuant to SEC Rule 17Ad-15

Note: The signature(s) on this assignment must correspond with the name(s) as written on the within registered bond in every particular without alteration or enlargement or any change whatsoever.

ALL FEES AND TRANSFER COSTS SHALL BE PAID BY THE TRANSFEROR

JTG:akr 1936121.4 4/5/2013 A-1-3
EXHIBIT A-2
(Form of Tax-Exempt Bond)

Number: R-____

Denomination: ________

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the District or its agent for registration of transfer, exchange, or payment, and any Certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

DYSART UNIFIED SCHOOL DISTRICT NO. 89 OF MARICOPA COUNTY, ARIZONA
TAX-EXEMPT REFUNDING BOND, SERIES 2013

Interest Rate

Maturity Date

Original Dated Date

%  July 1, _____  1, 2013

Registered Owner: ________________________________

Principal Amount: __________ AND NO/100 DOLLARS ($________.00)

DYSART UNIFIED SCHOOL DISTRICT NO. 89 OF MARICOPA COUNTY, ARIZONA (the "District"), for value received, hereby promises to pay to the registered owner identified above, or registered assigns as provided herein, on the maturity date set forth above, the principal amount set forth above, and to pay interest on the unpaid principal amount at the interest rate shown above.

[Insert Redemption Provision.]

Interest is payable on January I and July 1 of each year commencing January 1, _____, and will accrue from the most recent date to which interest has been paid, or, if no interest has been paid, from the original dated date set forth above. Interest will be computed on the basis of a year comprised of 360 days consisting of twelve (12) months of thirty (30) days each. The interest income on the Bonds is exempt from State of Arizona income taxes.

Principal of and interest on this bond are payable in lawful money of the United States of America. Interest payments and principal payments that are part of periodic principal and interest payments shall be received by the Registered Owner in same-day funds on each interest or principal payment date.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and laws of the State of Arizona to exist, to occur and to be performed precedent to and in the issuance of this bond exist, have occurred and have been performed and that the series of bonds of which this is one, together with all other indebtedness of the District, is within every debt and other limit prescribed by the Constitution and laws of the State of Arizona, and that due provision has been made for the levy and collection of a direct, annual, ad valorem tax upon all of the taxable property in the District for the payment of this bond and of the interest hereon as each becomes due, as limited as described herein.

This bond is one of an issue of general obligation refunding bonds in the aggregate principal amount of $_______ of like tenor except as to amount, maturity date, interest rate and number, issued by the District to provide funds to refund certain previously issued and outstanding bonds of the District, pursuant to a resolution of the Governing Board of the District duly adopted prior to the issuance hereof (the "Resolution"), and pursuant to the Constitution and laws of the State of Arizona relative to the issuance and sale of school district refunding bonds, and all amendments thereto, and all other laws of the State of Arizona thereunto enabling.

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For the punctual payment of this bond and the interest hereon and for the levy and collection of ad valorem taxes on all taxable property within the District sufficient for that purpose, the full faith and credit of the District are hereby irrevocably pledged; provided, however, that the total aggregate of taxes levied to pay principal and interest on the issue of bonds of which this bond is one, in the aggregate shall not exceed the total aggregate principal and interest to become due on the bonds being refunded from the date of issuance of the issue of bonds of which this bond is a part to the final date of maturity of the bonds being refunded; and subject, further, to the rights vested in the owners of the bonds being refunded by the bonds of this issue to the payment of such bonds being refunded from the same tax source in the event of a deficiency in the moneys and obligations issued by or guaranteed by the United States of America purchased from the proceeds of the sale of the bonds of this issue and placed in trust for the purpose of providing for payment of principal of and interest on the bonds being refunded. The owner of this bond must rely on the sufficiency of the moneys and obligations placed irrevocably in trust for payment of the bonds being refunded.

The registrar or paying agent may be changed by the District or the Treasurer of Maricopa County, Arizona without notice.

This bond is transferable by the registered owner in person or by attorney duly authorized in writing at the designated office of the registrar, which on the original issue date is the Treasurer of Maricopa County, Arizona. Bonds of this issue are issuable only in fully registered form in the denomination of $100,000 or greater thereof.

The District, the registrar and the paying agent may treat the registered owner of this bond as the absolute owner for the purpose of receiving principal and interest and for all other purposes and none of them shall be affected by any notice to the contrary.

The District has caused this bond to be executed by the President and attested by the Clerk of its Governing Board and countersigned by the Treasurer of Maricopa County, Arizona, which signatures may be facsimile signatures. This bond is not valid or binding upon the District without the manually affixed signature of an authorized representative of the registrar. This bond is prohibited from being issued in coupon or bearer form without the consent of the Governing Board of the District, and the occurrence of certain other conditions.

DYSART UNIFIED SCHOOL DISTRICT NO. 89 OF MARICOPA COUNTY, ARIZONA

______________________________
President, Governing Board

Attest:

______________________________
Clerk, Governing Board

COUNTERSIGNED:

______________________________
Treasurer, Maricopa County, Arizona
DATE OF AUTHENTICATION AND REGISTRATION:

AUTHENTICATION CERTIFICATE

This bond is one of the Dysart Unified School District No. 89 of Maricopa County, Arizona Taxable Refunding Bonds, Series 2013, described in the resolution mentioned herein.

__________________________, as Registrar

Authorized Representative

__________________________

(INsert INSurance STATEMENT HERE, IF APPLICABLE)

FORM OF ASSIGNMENT

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship
and not as tenants in common

UNIF GIFT/TRANS MIN ACT- Custodian
(Cust) (Minor)
under Uniform Gifts/Transfers to Minors Act
(State)

Additional abbreviations may also be used though not in list above

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

__________________________, (Name and Address of Transferee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints ______________________, attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated ______________________

Note: The signature(s) on this assignment must correspond with the name(s) as written on the within registered bond in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

Authorized Signature:
The signature(s) should be guaranteed by an eligible guarantor institution pursuant to SEC Rule 17Ad-15

ALL FEES AND TRANSFER COSTS SHALL BE PAID BY THE TRANSFEROR
EXHIBIT B
(Form of Certificate)

Number: R-C- Denomination: $________

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the District or its agent for registration of transfer, exchange, or payment, and any Certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Certificate of Ownership of
Supplemental Interest Payment
DYSART UNIFIED SCHOOL DISTRICT NO. 89
OF MARICOPA COUNTY, ARIZONA
REFUNDING BONDS, SERIES 2013

Certificate Payment Date: __________ 1, 20___

Registered Owner: ____________________________________________________________

SUPPLEMENTAL INTEREST AMOUNT: __________ AND NO/100 DOLLARS ($_____.00)

DYSART UNIFIED SCHOOL DISTRICT NO. 89 OF MARICOPA COUNTY, ARIZONA (the "District"), for value received, hereby promises to pay to the Registered Owner identified above, or registered assigns as provided herein, on the Certificate Payment Date specified above, the Supplemental Interest Amount specified above. Such amount represents a portion of the supplemental interest payments authorized by the resolution of the Governing Board of the District authorizing the issuance of $________ aggregate principal amount of Dysart Unified School District No. 89 of Maricopa County, Arizona, Refunding Bonds, Series 2013 (the "Bonds"). The Supplemental Interest Amount represents a portion of the interest at the supplemental interest rate on the outstanding principal amount of the Bonds, for the period commencing on the January 1 or July 1, as applicable, immediately preceding the Certificate Payment Date specified above (or the shorter period commencing on the date of initial authentication and delivery, if later) and ending on the day immediately preceding the Certificate Payment Date specified above. Supplemental interest payments that are part of periodic interest payments shall be received by Cede & Co., as nominee of DTC, or its registered assigns in same-day funds no later than the time established by DTC on the Certificate Payment Date in accordance with existing arrangements between the District and DTC.

For the punctual payment of this certificate and for the levy and collection of ad valorem taxes sufficient for that purpose, the full faith and credit of the District are hereby irrevocably pledged.

The owner of this certificate shall have no claim to the payment of principal or non-supplemental interest on the Bonds unless such person shall also be the owner of such Bonds at such Bonds' maturity. This certificate is not subject to payment prior to its scheduled Certificate Payment Date.

So long as the book-entry-only system is in effect, this Certificate is non-transferable. If the book-entry-only system is discontinued, this Certificate is transferable by the registered owner in person or by attorney duly authorized in writing and at the designated office of the registrar, which on the original issue date is the corporate trust office of ______________________ upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates of the same Certificate Payment Date and aggregate Supplemental Interest Amount will be issued to the transferee in exchange. The registrar and paying agent may be changed by the District without notice to the owner of this Certificate.
The District, the registrar and the paying agent may treat the registered owner of this Certificate as the absolute owner for the purpose of receiving payment hereof and for all other purposes and none of them shall be affected by any notice to the contrary.

The District has caused this certificate to be executed by the President of its Governing Board, which signature may be a facsimile signature. This certificate is not valid or binding upon the District without the manually affixed signature of an authorized representative of the registrar. This certificate is prohibited from being issued in bearer form without the consent of the Governing Board of the District and the occurrence of certain other conditions.

DYSART UNIFIED SCHOOL DISTRICT NO. 89
OF MARICOPA COUNTY, ARIZONA

(facsimile)
President, Governing Board

COUNTERSIGNED:

Treasurer, Maricopa County, Arizona

DATE OF AUTHENTICATION AND REGISTRATION: _____________

AUTHENTICATION CERTIFICATE

This Certificate of Ownership of Supplemental Interest Payment is one of the certificates authorized to be issued in conjunction with the issuance of Dysart Unified School District No. 89 of Maricopa County, Arizona Refunding Bonds, Series 2013.

____________________________, as Registrar

____________________________
Authorized Representative

____________________________

INSERT INSURANCE STATEMENT, IF APPLICABLE

____________________________

FORM OF ASSIGNMENT

The following abbreviations, when used in the inscription on the face of this certificate shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT/TRANS MIN ACT-______ Custodian______
(Cust) (Minor)
under Uniform Gifts/Transfers to Minors Act
(State)

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B-2
Additional abbreviations may also be used though not in list above.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Name and Address of Transferee)

the within certificate and all rights thereunder, and hereby irrevocably constitutes and appoints ____________________________, attorney to transfer the within certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated ____________________________

Note: The signature(s) on this assignment must correspond with the name(s) as written on the face of the within registered certificate in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

Firm or Bank

Authorized Signature

Signature guarantee should be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other program acceptable to the Registrar

ALL FEES AND TRANSFER COSTS SHALL BE PAID BY THE TRANSFEROR
EXHIBIT C

ISSUANCE AND POST-ISSUANCE COMPLIANCE PROCEDURES RELATING TO TAX-EXEMPT BONDS, TAX CREDIT BONDS, AND OTHER TAX-EXEMPT FINANCINGS FOR THE DYSART UNIFIED SCHOOL DISTRICT NO. 89 OF MARICOPA COUNTY, ARIZONA

Date of Implementation: April 17, 2013.

INTRODUCTION

Many conditions, restrictions and requirements must be complied with to permit and preserve the tax-exempt, tax credit or direct federal subsidy treatment of general obligation bonds, revenue bonds, lease-purchase agreements, and other tax-exempt financings by the Dysart Unified School District No. 89 of Maricopa County, Arizona (the “District”). Prior to issuance, the District and its bond counsel will review the facts and the reasonable expectations to determine if the issue will comply with these conditions, restrictions and requirements at the time of issuance. There are certain actions the District must perform after issuance to preserve the favorable tax treatment and certain actions of the District after issuance can adversely affect the tax treatment. In addition, the District must maintain proper records to demonstrate compliance. Because tax benefits may be critical to the investors' decision to purchase the bonds or other obligations, the District covenants to the bond purchasers to comply with all of the conditions, restrictions and requirements throughout the life of the bonds.

Failure to comply may cause the District to be (a) liable to the bondholders, (b) subject to enforcement action by the Internal Revenue Service (the "IRS"), (c) subject to a loss of all or part of any applicable direct federal subsidy, and (d) subject to enforcement action by the U.S. Securities and Exchange Commission. Therefore, it is important that the District take the necessary action to ensure compliance with the conditions, restrictions and requirements applicable to each bond or other financing.

To ensure compliance, the District must identify a single person with overall compliance responsibility. The Superintendent and/or Business Manager, or his or her designee, will be the
responsible person and is referred to in these procedures as the “Bond Compliance Official.” Anyone with any questions about the bonds, the proceeds of the bonds, the facilities financed with the bonds or compliance with the conditions, restrictions and requirements should discuss them with the Bond Compliance Official who shall, as necessary, discuss them with bond counsel. The Bond Compliance Official shall meet with bond counsel to discuss these requirements and from time to time any changes in these requirements. In the event the District fails to comply with these procedures, the Bond Compliance Official shall meet with bond counsel as soon as practicable after the discovery of the failure to comply in order to discuss the steps required to correct the noncompliance.

1. INVESTMENT OF PROCEEDS UNTIL EXPENDED.

Detailed records of investments and earnings will be made and kept by the District with respect to all bond proceeds.

Generally, proceeds of bonds cannot be invested at a yield higher than the bond yield unless during certain specific temporary periods. Therefore, prior to closing, the Bond Compliance Official will determine with bond counsel which funds do or do not qualify for a temporary period. Qualifying information will be set out in a tax certificate. No proceeds will be invested at a yield higher than the bond yield unless they qualify. If the actual facts regarding the use of proceeds changes from what was reasonably expected at closing, the Bond Compliance Official will discuss those changes with bond counsel to see if the temporary periods are changed.

Bond proceeds include the amount received from the sale of the bonds, amounts held in a payment or reserve fund for the bonds and investment earnings on those amounts.

The proceeds will not be invested in any investment where a yield cannot be determined.

Any investment in a guaranteed investment contract or similar investment agreement will only be made in compliance with the bidding requirements as reviewed by bond counsel.

Bond proceeds from each issue will be invested so that they can be tracked separately from any other funds of the District. The District will work with the County Treasurer to be sure that invested earnings are properly allocated between bond proceeds and other funds,
and that interest earnings on tax-exempt bonds are tracked separately from interest earnings on
tax credit and direct pay bonds.

2. **USE OF PROCEEDS.**

   Detailed records will be made and kept by the District with regard to the use of
   bond proceeds and shall be kept on a series by series basis. For each expenditure the amount,
date of and purpose will be recorded. If the project is also funded with non-bond proceeds, the
   records will reflect an allocation of expenditures between bond proceeds and other funds. No
   proceeds will be used to reimburse an expenditure made prior to the issue date of the bonds
   unless the reimbursement requirement, including the prior declaration of intent to reimburse, has
   been fully complied with and evidence of such compliance is maintained. The District’s
   Governing Board by taking action, or the Superintendent or Business Manager is authorized to
   complete the declaration of intent to reimburse.

   The District is expected to exercise diligence to expend the proceeds, to enter into
   within six months of the issue date a binding contract to expend at least 10% of the proceeds and
to have expended most of the proceeds within three years. After the third anniversary of the
   issue, any remaining proceeds in the construction account must be yield restricted. Any
   remaining Qualified School Construction Bond proceeds must be used to redeem bonds after
   three years.

   The Bond Compliance Official shall periodically review the progress of the
   projects and the expenditure of proceeds to ensure timely expenditure of proceeds.

3. **USE OF BOND FINANCED FACILITIES.**

   Detailed records of the use of proceeds will identify those facilities that are
   financed in whole or in part with bond proceeds and must reflect the allocation of bond proceeds
   and other funds used. Any sale or lease to, or other agreement for use by, a private party in a
   trade or business can adversely affect the tax status of the bonds. The District will not sell or
   lease any bond financed property or enter into any agreement with non-governmental entities for
   use or management of any bond financed property without a thorough review by the Bond
   Compliance Official and bond counsel. While not a comprehensive list, the Bond Compliance
   Official will review the following types of transactions with bond counsel prior to entering into
any agreement with non-governmental entities or persons: (a) the sale or lease of any bond financed property, (b) any management contracts with a food service provider or book store, (c) any research agreement and (d) public-private partnerships. The Bond Compliance Official shall periodically review the use of all bond financed facilities to ensure compliance with the private use restrictions. In the event the District takes action that causes the bonds to meet the private business tests or private loan financing test, the Bond Compliance Official shall meet with bond counsel as soon practicable after the issue is discovered to discuss the steps required to correct the noncompliance, including, if necessary, redeeming or defeasing all of the bonds that meet the private business tests or private loan financing test.

4. ARBITRAGE REBATE.

Any time that bond proceeds are permitted to be invested at a yield higher than the bond yield, the amount earned over the bond yield is arbitrage. With certain exceptions, the District is obligated to pay over (rebate) to the United States any arbitrage earned. The District will keep complete and accurate records of all investments of bond proceeds and all information supporting any applicable exceptions to the rebate requirement and will retain or ensure that the County Treasurer has retained a professional rebate consultant to review the records and prepare a report so that the District or the County Treasurer can make any necessary rebate payments. Unless exempt, the District must, at a minimum, make payments at every fifth anniversary of the issue and upon final payment. The Bond Compliance Official will review any exemption prior to each fifth anniversary and upon final payment to determine if any facts have changed which might eliminate the exemption.

5. RECORD RETENTION.

All records concerning the bond issue, including
a) the transcript of the original proceedings,
b) investment of proceeds,
c) use and allocation of proceeds, including the declaration of intent to reimburse,
d) non-governmental use of bond financed property,
e) payment of principal and interest on the bonds,
f) the interest rate or rates on the bonds from time to time, if variable,
g) compliance with reimbursement requirements,
h) refunding of all or part of the bonds,
i) payment of arbitrage rebate or information supporting any exemption to rebate, and
j) evidence of compliance with special requirements for Tax Credit Bonds, Build America Bonds (Direct Pay), or Tax Credit Bonds (Direct Pay) including Qualified School Construction Bonds (Direct Pay)

shall be kept for the life of the bonds plus three years and, if the bonds are refunded, for the life of all of the refunding bonds plus three years (and in compliance with any State of Arizona records retention policies).

6. SPECIAL REQUIREMENTS FOR TAX CREDIT AND CERTAIN TAX CREDIT (DIRECT PAY) BONDS.

If the District issues any Qualified School Construction Bonds, Qualified Zone Academy Bonds, Qualified Forestry Conservation Bonds, New Clean Renewable Energy Bonds, or Qualified Energy Conservation Bonds (the "Tax Credit Bonds"), the following additional requirements will be met:

a) Capital Expenditure Requirement. All of the proceeds, including investment earnings, must be spent on capital expenditures (and not working capital) except that up to 2% of the proceeds can be spent on costs of issuance and proceeds can fund a reasonably required reserve fund. The Bond Compliance Official shall consult with bond counsel prior to issuance to determine that the 2% costs of issuance limit will not be exceeded, that any reserve fund complies with requirements, and that the balance of the proceeds will be spent on capital expenditures. The Bond Compliance Official will review all expenditures to ensure compliance.

b) Use of Proceeds for Tax Credit Bonds. At the date of issuance, the District must reasonably expect to
   (i) spend 100% or more of the proceeds for one or more qualified purposes within the 3-year period beginning on the date of issuance, and
   (ii) have a binding commitment with a third party to spend at least 10% of such proceeds within the 6-month period beginning on the date of issuance.
If the District does not spend 100% of the proceeds within the 3-year period from the date of issuance, the District shall redeem all of the nonqualified bonds within 90 days after the end of the 3-year period. The District may be able to receive an extension prior to the expiration of the 3-year period if the District establishes that failure to spend the proceeds is due to a reasonable cause and the District will continue to proceed to spend the proceeds with due diligence.

The Bond Compliance Official shall periodically review the progress of the projects and the expenditure of proceeds to ensure timely expenditure of proceeds. If the Bond Compliance Official believes that the District will not spend 100% of the proceeds within the 3-year period beginning the date of issuance, the Bond Compliance Official will contact bond counsel as soon as possible.

A qualified purpose for a:

(i) Qualified School Construction Bonds is the construction, rehabilitation or repair of a public school facility or for the acquisition of land on which such a facility is to be constructed with part of the proceeds;

(ii) Qualified Zone Academy Bonds is a qualified purpose with respect to a qualified zone academy established by an eligible local education agency;

(iii) Qualified Forestry Conservation Bond is one or more qualified forestry conservation purposes;

(iv) New Clean Renewable Energy Bond is one or more qualified renewable energy facilities; and

(v) Qualified Energy Conservation Bonds is one or more qualified conservation purposes.

The Bond Compliance Official shall review the qualified purpose of the applicable Tax Credit Bonds to ensure compliance. Additionally, the Bond Compliance Official shall review the use of proceeds periodically to ensure continued compliance to spend 100% of the proceeds for the applicable qualified purpose.

c) Reserve Fund. The requirements of a reserve fund must be met, including the requirement that the yield on the reserve cannot exceed the discount rate determined on the date the Bond Purchase Agreement is signed and pursuant to the Treasury Rules set forth daily
on www.treasurydirect.gov. The Bond Compliance Official shall review these requirements with bond counsel to ensure compliance and review this periodically to ensure continued compliance.

d) **Maximum Term.** The bonds cannot exceed the maximum term permitted for Tax Credit Bonds. The maximum term will be determined on the date the bonds are sold or on the date the Bond Purchase Agreement is signed and pursuant to the Treasury Rules set forth daily on www.treasurydirect.gov. The Bond Compliance Official shall review this requirement with bond counsel to ensure compliance.

e) **Financial conflicts of Interest.** The District must certify that all applicable conflicts of interest are satisfied. The Bond Compliance Official shall review this requirement with bond counsel to ensure compliance.

f) **Irrevocable Election.** To qualify the Tax Credit Bond as one of the applicable Tax Credit Bonds (Direct Pay), the District must make an irrevocable election to have the applicable Tax Credit Bond (Direct Pay) section apply and to have Section 6431(f)(3)(B) apply to the bonds. The Bond Compliance Official shall ensure that the elections have been made and are evidenced in the transcript at the time of closing.

g) **Authorize District Board and Superintendent and/or Business Manager to Act.** The District Board and Superintendent and/or Business Manager or other authorized person to do all things necessary to take any action within its power and authority which would, other than as a result of the application of Section 6431(f) of the Code, prevent the interest income on the bonds from becoming includable in gross income for federal income tax purposes and to do all things necessary to continue to qualify as the applicable Tax Credit Bonds (Direct Pay) under the applicable Tax Credit Bond (Direct Pay) section and 6431(f) to receive the direct subsidy payment. The Bond Compliance Official shall ensure that such authorization has been granted and is evidenced in the transcript at the time of closing.

h) **Filing for Subsidy.** An 8038-TC will be prepared by bond counsel, executed by the Bond Compliance Official or other authorized signer, filed promptly after closing and included in the transcript. For each interest payment, the Bond Compliance Official will prepare, sign and file an 8038-CP to request the payment of the direct pay credit from the United States. With respect to fixed rate bonds, the form must be filed no more than 90 days and not less than 45 days prior to the interest payment date. With respect to variable interest rate bonds, the credit payment will be aggregated on a quarterly basis and the 8038-CP must be filed.
for reimbursement in arrears not more than 45 days after the last interest payment date within that quarter.

Additionally, the Bond Compliance Official will discuss the requirements to appropriately reduce the amount of the subsidy and shall ensure that the amount of the subsidy requested is appropriately reduced for New Clean Renewable Energy Bonds and Qualified Energy Conservation Bonds (Direct Pay) on the 8038-TC and subsequent 8038-CPs.

i) **De Minimis Premium.** No Tax Credit Bond (Direct Pay) can be reoffered at an issue price which includes a premium which exceeds .25% of the stated redemption price at maturity, multiplied by the number of complete years to the earlier of maturity, mandatory redemption of first optional redemption date, if applicable. Prior to closing, the Bond Compliance Official shall review the pricing information with its bond underwriter to determine that this requirement has been complied with. The bond purchaser or underwriter will certify at the closing what the reoffering prices were reasonably expected to be to establish the amount of premium for each maturity.

j) **Davis Bacon.** If the District issues any New Clean Renewable Energy Bonds, Qualified Energy Conservation Bonds, Qualified Zone Academy Bonds or Qualified School Construction Bonds, the District must comply with the Davis Bacon requirements. The Bond Compliance Official shall ensure that the District complies with this requirement and files required quarterly filings.

7. **SPECIAL REQUIREMENTS FOR BUILD AMERICA BONDS (DIRECT PAY).**

If the District issues any Build America Bonds (Direct Pay), the following additional requirements will be met:

a) **Capital Expenditure Requirement.** All of the sales proceeds, including investment earnings, must be spent on capital expenditures (and not working capital) except that up to 2% of the proceeds can be spent on costs of issuance and proceeds can fund a reasonably required reserve fund. The Bond Compliance Official shall consult with bond counsel prior to issuance to determine that the 2% costs of issuance limit will not be exceeded, that any reserve fund complies with requirements, and that the balance of the sales proceeds will be spent on
capital expenditures. The Bond Compliance Official will review all expenditures to ensure compliance.

b) **De Minimis Premium.** No Build America Bonds can be reoffered at an issue price which includes a premium which exceeds .25% of the stated redemption price at maturity, multiplied by the number of complete years to the earlier of maturity, mandatory redemption or first optional redemption date, if applicable. Prior to closing, the Bond Compliance Official shall review the pricing information with its bond underwriter to determine that this requirement has been complied with. In addition, the District shall review trading information available at [http://www.emma.msrb.org](http://www.emma.msrb.org) to monitor all trading activity up to the closing date of the bonds. The bond purchaser or underwriter will certify at the closing what the reoffering prices were reasonably expected to be to establish the amount of premium for each maturity.

c) **Irrevocable Election.** To qualify an issue as Build America Bonds, the District must make an irrevocable election to have Section 54AA (BABs) and Section 54AA(g) (BABs Direct Pay) of the Code apply to the bonds. The Bond Compliance Official shall ensure that the elections have been made and are evidenced in the transcript at the time of closing.

d) **Authorize District Board and Superintendent and/or Business Manager to Act.** The Authorizing Resolution must authorize the District Board and Superintendent and/or Business Manager or other authorized person to do all things necessary to take any action within its power and authority which would, other than as a result of the application of Section 54AA(g) of the Code, prevent the interest income on the bonds from becoming includable in gross income for federal income tax purposes and to do all things necessary to continue to qualify as BABs – Direct Pay under Sections 54AA and 54AA(g) to receive the direct subsidy payment. The Bond Compliance Official shall ensure that such authorization has been granted and is evidenced in the transcript at the time of closing.

e) **Filing for Subsidy.** An 8038-B will be prepared by bond counsel, executed by the Bond Compliance Official or other authorized signer, filed promptly after the closing and included in the transcript. For each interest payment, the Bond Compliance Official will prepare, sign and file an 8038-CP to request the payment of the direct pay credit from the United States. With respect to fixed rate bonds, the form must be filed not more than 90 days and not less than 45 days prior to the interest payment date. With respect to variable interest rate
bonds, the credit payment will be aggregated on a quarterly basis and the 8038-CP must be filed for reimbursement in arrears not more than 45 days after the last interest payment date within that quarter.

Prior to closing, the District will determine to whom the credit payment will be sent and will obtain the necessary information to properly direct the payment.
AGENDA ITEM: Recommendation for Revision of Governing Board Policy Section 12.2 – Relations with Education Research Agencies – Second Reading

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

Cost: N/A Funding Source: N/A

EXECUTIVE SUMMARY:

At its September 5, 2012 meeting, the Governing Board took action to adopt Section 12.2 – Relations with Education Research Agencies. At this time, Administration recommends inclusion of text omitted from the adopted section. The following text will be added:

The following activities require direct annual notification to parents at the beginning of the school year of the specific or approximate dates when scheduled, if scheduled in accordance with the Protection of Pupil Rights Amendment.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve revision of Governing Board Policy Section 12.2 – Relations with Education Research Agencies. Second Reading
Section 12 – Education Agency Relations

Section 12.2 – Relations with Education Research Agencies

The Superintendent shall not fail to engage in appropriate cooperative activities with colleges, universities, and other recognized research agencies in promoting potentially useful research. Because of the requirements in the Protection of Pupil Rights Amendment (20 U.S.C. § 1232h) it may be necessary to limit the number and establish guidelines for the approval of studies.

Decisions in connection with research involving students, teachers, or other employees will be influenced by the following factors:

- The objectives of the research should be clearly stated and the design should produce valid and reliable results that will then be made available to the District.
- The research should be expected to contribute to the improvement of education or the general welfare of students.
- Data derived from school records, interviews, surveys or questionnaires that have potential for invasion of the privacy of students or their families must have advance written authorization of parents or guardians even though the collecting and reporting of data are to be conducted under conditions of anonymity.
- Research proposals should be of sufficient scope and depth to justify the time and effort.
- In general, instructional activities will not be interrupted unless there is a clear significance for the educational program of the schools.
- Projects involving student researchers must have prior written approval by a faculty member of the institution in which the student is enrolled. This faculty member must have direct responsibility related to the student's research.

*The following activities require direct annual notification to parents at the beginning of the school year of the specific or approximate dates when scheduled, if scheduled in accordance with the Protection of Pupil Rights Amendment:*

- Activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing that information to others for that purpose).
- The administration of any survey containing one or more items described below.
  - Political affiliations or beliefs of the student or the student’s parent.
  - Mental or psychological problems of the student or the student's family.
- Sex behavior or attitudes.
- Illegal, anti-social, self-incriminating, or demeaning behavior.
- Critical appraisals of other individuals with whom respondents have close family relationships.
- Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers.
- Religious practices, affiliations, or beliefs of the student or the student's parent.
- Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

- Any nonemergency, invasive physical examination or screening that is:
  - required as a condition of attendance;
  - administered by the school and scheduled by the school in advance; and
  - not necessary to protect the immediate health and safety of the student, or of other students.
AGENDA ITEM: District Demographic Information Update

EXECUTIVE SUMMARY:

Mr. Rick Brammer of Applied Economics will present information on the latest demographic data and the potential future impact to student growth.

BOARD ACTION REQUESTED:

It is recommended the Governing Board accept the information as presented.
Dysart Unified School District
Demographic and Enrollment Update

Governing Board Presentation

April 17, 2013

District Enrollment Trends

- Renewed growth after the recession is accelerating
- 3.8 percent year-over-year increase at the 100th day
- First increase in enrollment between the 40th day and the 100th day since 2006/07
Elementary Attendance Areas

<table>
<thead>
<tr>
<th>Attendance Area</th>
<th>2012/13</th>
<th>Change This Year</th>
<th>Change During Year**</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number</td>
<td>Percent</td>
<td>Number</td>
</tr>
<tr>
<td>Dysart</td>
<td>894</td>
<td>9.8%</td>
<td>27</td>
</tr>
<tr>
<td>El Mirage</td>
<td>899</td>
<td>-3.7%</td>
<td>-24</td>
</tr>
<tr>
<td>Lake</td>
<td>873</td>
<td>-0.8%</td>
<td>14</td>
</tr>
<tr>
<td>Surprise</td>
<td>877</td>
<td>0.7%</td>
<td>15</td>
</tr>
<tr>
<td>Kingswood</td>
<td>804</td>
<td>-0.3%</td>
<td>25</td>
</tr>
<tr>
<td>West Point</td>
<td>747</td>
<td>-3.0%</td>
<td>-58</td>
</tr>
<tr>
<td>Countryside</td>
<td>930</td>
<td>-1.4%</td>
<td>9</td>
</tr>
<tr>
<td>Ashton Ranch</td>
<td>1,165</td>
<td>-3.2%</td>
<td>-27</td>
</tr>
<tr>
<td>Cimarron Springs</td>
<td>1,134</td>
<td>-2.6%</td>
<td>-32</td>
</tr>
<tr>
<td>Marley Park</td>
<td>760</td>
<td>2.1%</td>
<td>116</td>
</tr>
<tr>
<td>Thompson Ranch</td>
<td>961</td>
<td>1.7%</td>
<td>22</td>
</tr>
<tr>
<td>Rancho Gabriela</td>
<td>1,205</td>
<td>6.2%</td>
<td>110</td>
</tr>
<tr>
<td>Soronan Heights</td>
<td>617</td>
<td>7.9%</td>
<td>41</td>
</tr>
<tr>
<td>Western Peaks</td>
<td>840</td>
<td>3.9%</td>
<td>62</td>
</tr>
<tr>
<td>Parley West</td>
<td>832</td>
<td>-2.2%</td>
<td>-15</td>
</tr>
<tr>
<td>Mountain View</td>
<td>1,274</td>
<td>14.7%</td>
<td>119</td>
</tr>
<tr>
<td>Canyon Ridge</td>
<td>533</td>
<td>0.6%</td>
<td>17</td>
</tr>
<tr>
<td>Desert Moon</td>
<td>287</td>
<td>-6.0%</td>
<td>-22</td>
</tr>
<tr>
<td>River Bluffs</td>
<td>999</td>
<td>-1.1%</td>
<td>27</td>
</tr>
<tr>
<td>Outside</td>
<td>365</td>
<td>17.8%</td>
<td>10</td>
</tr>
<tr>
<td>TOTAL</td>
<td>18,172</td>
<td>0.8%</td>
<td>499</td>
</tr>
</tbody>
</table>

* 40th day enrollment by attendance area (place of residence).
** Change during year is the difference between the 40th and 100th day counts.

86% of increase over the last five years occurred this year
300 more students during the year
Nearly every attendance area increased during the year

Residential Development

- Total housing permits in 2012 increased 98% over 2011.
- Nearly all were single family.
- The 531 single family permits taken out in 2012 is more than in 2010 and 2011 combined.
- Surprise Farms has 613 single family lots remaining.
- Mountainside has 168 single family lots remaining.
- Cortessa and White Tank Foothills Phase 1 have 310 total single family lots remaining.
Asante: expect house closings in early 2014, probably only about 50 per year initially.

Marley Park: next phase of 556 lots to start construction in late 2013.

Zanjero Trails: expect house construction in late 2014.

Loop 303 is planned to open in late 2015.

It will be a significant factor in development timing.

The southwestern part of the District will benefit most from the transportation corridor.

District Projections by Level

- Growth next two years similar to this year
- Continued shift back to growth in the earlier grades with the return of new home construction
Attendance Area Projections

Near term growth will be in the fast-emerging southwest area, and in the re-bounding east-central area
Five-year growth expands to include northwest area

Conclusions

- Enrollment will continue to grow, but the growth may not accelerate dramatically for about two years
- While still dependent on the economic fortunes of the metropolitan area, the District is in prime position for further growth over the next 10 to 15 years
- Completion of the Loop 303 in 2015, and the new commercial development it will bring, will likely provide a strong catalyst for housing growth in the western part of the District
- Near-term growth will be concentrated in re-bounding established areas in the east-central area, and in new developments in the southwest
- New development in Marley Park and Thompson Ranch will add significant enrollment to these relatively established areas
- Longer-term growth expands to include the northwest portion of the District again, eventually rivaling the southwest area in terms of housing growth
<table>
<thead>
<tr>
<th>Area</th>
<th>2012/13 Attend</th>
<th>2012/13 Reside</th>
<th>Diff</th>
<th>Since 2008/09</th>
<th>Change This Year</th>
<th>Change During Year**</th>
<th>By 2017/18</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2012/13</td>
<td>Diff</td>
<td>Number</td>
<td>Percent</td>
<td>Number</td>
<td>Percent</td>
<td>Number</td>
</tr>
<tr>
<td>Dysart</td>
<td>934</td>
<td>50</td>
<td>884</td>
<td>9</td>
<td>0.3%</td>
<td>27</td>
<td>3.2%</td>
</tr>
<tr>
<td>El Mirage</td>
<td>895</td>
<td>-4</td>
<td>899</td>
<td>-148</td>
<td>-3.7%</td>
<td>-24</td>
<td>-2.6%</td>
</tr>
<tr>
<td>Luke</td>
<td>778</td>
<td>-95</td>
<td>873</td>
<td>-29</td>
<td>-0.8%</td>
<td>14</td>
<td>1.6%</td>
</tr>
<tr>
<td>Surprise</td>
<td>915</td>
<td>-57</td>
<td>972</td>
<td>25</td>
<td>0.7%</td>
<td>35</td>
<td>3.7%</td>
</tr>
<tr>
<td>Kingswood</td>
<td>732</td>
<td>-72</td>
<td>804</td>
<td>-11</td>
<td>-0.3%</td>
<td>25</td>
<td>3.2%</td>
</tr>
<tr>
<td>West Point</td>
<td>817</td>
<td>-70</td>
<td>747</td>
<td>-292</td>
<td>-7.9%</td>
<td>-58</td>
<td>-7.2%</td>
</tr>
<tr>
<td>Countryside</td>
<td>859</td>
<td>-71</td>
<td>930</td>
<td>-42</td>
<td>-1.1%</td>
<td>9</td>
<td>1.0%</td>
</tr>
<tr>
<td>Ashton Ranch</td>
<td>1,061</td>
<td>-104</td>
<td>1,165</td>
<td>-93</td>
<td>2.1%</td>
<td>-27</td>
<td>-2.3%</td>
</tr>
<tr>
<td>Cimarron Springs</td>
<td>901</td>
<td>-113</td>
<td>1,014</td>
<td>-121</td>
<td>-2.8%</td>
<td>-37</td>
<td>-3.5%</td>
</tr>
<tr>
<td>Marley Park</td>
<td>1,091</td>
<td>331</td>
<td>760</td>
<td>60</td>
<td>2.1%</td>
<td>116</td>
<td>18.0%</td>
</tr>
<tr>
<td>Thompson Ranch</td>
<td>938</td>
<td>-23</td>
<td>961</td>
<td>64</td>
<td>1.7%</td>
<td>22</td>
<td>2.3%</td>
</tr>
<tr>
<td>Sunset Hills</td>
<td>1,147</td>
<td>-81</td>
<td>1,228</td>
<td>-56</td>
<td>-1.1%</td>
<td>50</td>
<td>4.2%</td>
</tr>
<tr>
<td>Rancho Gabriela</td>
<td>1,164</td>
<td>-41</td>
<td>1,205</td>
<td>259</td>
<td>6.2%</td>
<td>110</td>
<td>10.0%</td>
</tr>
<tr>
<td>Sonoran Heights</td>
<td>895</td>
<td>-23</td>
<td>961</td>
<td>64</td>
<td>1.7%</td>
<td>22</td>
<td>2.3%</td>
</tr>
<tr>
<td>Western Peaks</td>
<td>779</td>
<td>-61</td>
<td>840</td>
<td>103</td>
<td>3.3%</td>
<td>62</td>
<td>8.0%</td>
</tr>
<tr>
<td>Parkview</td>
<td>750</td>
<td>-82</td>
<td>832</td>
<td>-78</td>
<td>-2.2%</td>
<td>-15</td>
<td>-1.8%</td>
</tr>
<tr>
<td>Mountain View</td>
<td>1,239</td>
<td>-35</td>
<td>1,274</td>
<td>537</td>
<td>14.7%</td>
<td>119</td>
<td>10.3%</td>
</tr>
<tr>
<td>Canyon Ridge</td>
<td>937</td>
<td>-17</td>
<td>954</td>
<td>-14</td>
<td>-0.8%</td>
<td>17</td>
<td>3.3%</td>
</tr>
<tr>
<td>Desert Moon</td>
<td>376</td>
<td>-22</td>
<td>398</td>
<td>-81</td>
<td>-6.0%</td>
<td>-22</td>
<td>-7.1%</td>
</tr>
<tr>
<td>Riverview</td>
<td>964</td>
<td>-22</td>
<td>986</td>
<td>-46</td>
<td>-4.9%</td>
<td>25</td>
<td>2.6%</td>
</tr>
<tr>
<td>Outside</td>
<td>0</td>
<td>-361</td>
<td>361</td>
<td>174</td>
<td>17.9%</td>
<td>10</td>
<td>2.8%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>18,172</td>
<td>0</td>
<td>18,172</td>
<td>582</td>
<td>0.8%</td>
<td>499</td>
<td>2.8%</td>
</tr>
</tbody>
</table>

* 40th day enrollment by attendance area (place of residence).
** Change during year is the difference between the 40th day and 100th day counts.
"Exceeding standards, future ready"

GOVERNING BOARD ITEM

AGENDA ITEM: 2012-2013 Report on the Continuous Improvement Plan (CIP) for Thompson Ranch Elementary, Transportation Department and Maintenance Department

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

Cost: N/A Funding Source: N/A

EXECUTIVE SUMMARY:

Administration will provide information regarding the Continuous Improvement Plans for Thompson Ranch Elementary, Transportation Department and Maintenance Department.

BOARD ACTION REQUESTED:

It is recommended the Governing Board accept the information presented.

SUBMITTED BY: SUPERINTENDENT:  

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 24
GOAL  Student Achievement

Goal #1: Thompson Ranch will achieve a state accountability label within the top 2 categories under the new state accountability system.

Goal #2: Students who attend Thompson Ranch will meet or exceed state standards as measured by state assessments at mandated grade levels.

Goal 3: (Strategic Plan B.8): 90-100% of students will achieve one year’s growth (OYG) in reading and mathematics. Students will demonstrate substantial growth on the AIMS Reading and Mathematics tests as measured from prior years’ performance. The measure of One Year’s Growth is based on AIMS FAME performance assignments. (The following criteria are used to determine OYG eligibility: (1) a student may not be at the Falls Far Below Level on the most current AIMS test, (2) a student may not decline in his/her FAME performance level, and (3) a student may not remain at the Approaching FAME level for two consecutive years. All other FAME alignments qualify for OYG designation.)

STRATEGY  Academic Support and Intervention

Intervention programs targeting specific individual student deficits in math and reading will be established campus-wide before school, during school, and after school and taught by HQ Teachers and Interventionists. Other supports will be in place to assist in maintaining proficiency in math and reading, as well.

ACTION STEP  21st Century Tutoring and Enrichment

Students will participate in the 21st Century Program, tutoring for math and reading based on AIMS/SAT-10/District Benchmark scores and teacher recommendations.

ACTION STEP  Interactive Student Notebooks
GOAL  Student Achievement

STRATEGY  Academic Support and Intervention

ACTION STEP  Interactive Student Notebooks

All teachers K-8 will use interactive student notebooks in math, reading, social studies, or science to write processes, vocabulary, and reflections.

<table>
<thead>
<tr>
<th>Status</th>
<th>In Progress 08/17/2011</th>
<th>Filing Cabinet Count</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start-End Dates</td>
<td>08/09/2011 - 05/19/2013</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Timeline Notes</td>
<td>Students will use their ISN's daily. The Leadership Teams will serve as a support for teachers using ISNs. Evidence: Students will maintain an ISN, the subject in which it is being used for will show a level of proficiency via grades, Benchmark scores or other assessments.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ACTION STEP  Math Interventionists

Math interventionists will use benchmark and AIMS data to create intervention groups for grades 3-8. Based on the data, interventionists will use math navigator modules for small group intensive instruction throughout the school day. One interventionist will service 7-10 groups of 4-6 students a day.

<table>
<thead>
<tr>
<th>Status</th>
<th>In Progress 08/17/2011</th>
<th>Filing Cabinet Count</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start-End Dates</td>
<td>08/09/2011 - 05/19/2013</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Timeline Notes</td>
<td>Daily instruction. Evidence: Students will be progress monitored, teacher and interventionist will communicate about the student's progress/class grades and make necessary adjustments, PLC discussions on student progress</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tags</td>
<td>PD, ELL, SPED, TECH</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
GOAL  Student Achievement

STRATEGY  Academic Support and Intervention

ACTION STEP  Strengthen Engagement Strategies

Leadership Teams will discuss the different structures that can be used to reinforce content instruction, particularly in reading and math. The teams will provide and perform model lessons, as well as assist teachers one-on-one.

<table>
<thead>
<tr>
<th>Status</th>
<th>In Progress 08/17/2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start-End Dates</td>
<td>09/06/2011 - 05/05/2013</td>
</tr>
<tr>
<td>Timeline Notes</td>
<td>Leadership teams will have at least 1 meeting a month. Teams will also engage in a book study, focusing on the best means to engage students while covering the common core standards. Evidence: Teacher lesson plans, examples of lesson plans with embedded student engagement, Leadership Teams and IGT modeling engagement strategies during PD, students being able to self-regulate their structured engagement during instruction.</td>
</tr>
<tr>
<td>Tags</td>
<td>PD, ELL, SPED, TECH</td>
</tr>
</tbody>
</table>

ACTION STEP  Technology Integration
GOAL  Student Achievement

STRATEGY  Academic Support and Intervention

ACTION STEP  Technology Integration

IPADs, IPODs, Desktops, laptops, projectors, & student response systems, SMART slates are available tools for students. These technology tools assist educators in transforming their classrooms into engaging and authentic learning environments where students experience higher-order thinking supported by transforming uses of high tech tools. Some classrooms are testing driving tech items and tracking the contribution to the learning environment.

<table>
<thead>
<tr>
<th>Status</th>
<th>In Progress 08/17/2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start-End Dates</td>
<td>08/09/2011 - 05/19/2013</td>
</tr>
<tr>
<td>Timeline Notes</td>
<td>Technology will be embedded throughout the instructional lesson/day.</td>
</tr>
</tbody>
</table>

Evidence: Teachers will embed technology into their lesson plans and academic centers/stations, allowing opportunity for students to use technology at least 3 times a week; Students will use Study Island, Knewton Math, and other online, computer-based academic support, Technology Team will provide support to teachers, students, and families.

Tags  PD, ELL, SPED, TECH

ACTION STEP  Reading Interventionists

Reading Interventionist will provide small group intensive instruction throughout the school day. One interventionist will service 7-10 groups of 4-6 students a day. Intensive and FFB students will be identified through DIBELS, STAT10, AIMS, and teacher recommendations to create intervention groups, K-2 and 3-8. Reading interventionists will use Just words, Metacognitive Strategies, Fundations, Phonics for Reading, and reading strategies daily with identified students.

<table>
<thead>
<tr>
<th>Status</th>
<th>Not Begun 08/12/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start-End Dates</td>
<td>08/06/2012 - 05/24/2013</td>
</tr>
<tr>
<td>Timeline Notes</td>
<td>Evidence: Evidence: Students will be progress monitored, teacher and interventionist will communicate about the student's progress/class grades and make necessary adjustments, PLC discussions on student progress</td>
</tr>
</tbody>
</table>

ACTION STEP  Read Around The Ranch
Goal: Student Achievement

Strategy: Academic Support and Intervention

Action Step: Read Around The Ranch

Read Around The Ranch is an initiative to motivate and increase reading at TRES. It encourages students to utilize the school and local libraries and create a culture of readers.

<table>
<thead>
<tr>
<th>Status</th>
<th>Not Begun 08/12/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start-End Dates</td>
<td>08/06/2012 - 05/24/2013</td>
</tr>
<tr>
<td>Timeline Notes</td>
<td>Evidence: An increase in students carrying a book with them and reading around campus, DIBELS and reading Benchmark scores</td>
</tr>
</tbody>
</table>

Timeline Notes: Evidence: An increase in students carrying a book with them and reading around campus, DIBELS and reading Benchmark scores

Action Step: Read 180 and System 44

This is dedicated time to implement a reading program for students who require support in efforts to improve their reading proficiency.

<table>
<thead>
<tr>
<th>Status</th>
<th>Not Begun 08/12/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start-End Dates</td>
<td>08/06/2012 - 05/24/2013</td>
</tr>
<tr>
<td>Timeline Notes</td>
<td>Evidence: Maintain required minutes, increase in student's reading level via benchmark scores and content grades</td>
</tr>
</tbody>
</table>

Timeline Notes: Evidence: Maintain required minutes, increase in student's reading level via benchmark scores and content grades

Action Step: Increase Attendance

TRES will achieve at least 95% attendance rate. This will be supported by intrinsic and extrinsic rewards, as well as the use of the CUTS and CUTS Lite Programs.

<table>
<thead>
<tr>
<th>Status</th>
<th>Not Begun 08/12/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start-End Dates</td>
<td>08/06/2012 - 05/24/2013</td>
</tr>
<tr>
<td>Timeline Notes</td>
<td>Evidence: Names of homeroom teachers with perfect attendance will be determined daily, school attendance percentage will be determined every Friday</td>
</tr>
</tbody>
</table>

Timeline Notes: Evidence: Names of homeroom teachers with perfect attendance will be determined daily, school attendance percentage will be determined every Friday

Action Step: Jump Start (Preschool)
GOAL  Student Achievement

STRATEGY  Academic Support and Intervention

ACTION STEP  Jump Start (Preschool)

Dysart is implementing a jump start program (preschool) for 4 year old children living within the boundaries of Thompson Ranch. Students will be screened and accepted based on academic need and Free and Reduced Lunch qualifications in efforts to develop academic achievement early in the child’s life.

<table>
<thead>
<tr>
<th>Status</th>
<th>Not Begun 08/27/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start-End Dates</td>
<td>08/06/2012 - 05/24/2014</td>
</tr>
<tr>
<td>Timeline Notes</td>
<td>Evidence: Attendance, academic achievement, Kinder DIBELS scores</td>
</tr>
</tbody>
</table>

STRATEGY  Strengthen Instruction

Campus and district initiatives will be implemented using a defined plan for teacher training, ongoing embedded professional development, time allocated for collaboration through professional learning communities and feedback based on data collected during classroom walk-through observations.

ACTION STEP  Peer Observations

Instructional Growth Teachers will facilitate peer observations and debrief with teachers immediately following each visitation using the Dysart Guiding Pupil Success Walkthrough protocol. This will allow for teacher reflection.

<table>
<thead>
<tr>
<th>Status</th>
<th>In Progress 03/20/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start-End Dates</td>
<td>08/08/2011 - 05/16/2013</td>
</tr>
<tr>
<td>Timeline Notes</td>
<td>Teachers will observe peers once a semester.</td>
</tr>
<tr>
<td>Evidence: Scripts, meetings with IGT, new ideas gathered from observations listed in lesson plans for implementation</td>
<td></td>
</tr>
<tr>
<td>Tags</td>
<td>PD, ELL, SPED, TECH</td>
</tr>
</tbody>
</table>

ACTION STEP  Reading Leadership Team
GOAL  Student Achievement

STRATEGY  Strengthen Instruction

ACTION STEP  Reading Leadership Team

This team is comprised of at least one teacher per grade level, school administration, Instructional Growth Teachers, and reading interventionists. The RLT is a Professional Learning Community which examines student work, analyzes data, shares best practices, and explores current research.

<table>
<thead>
<tr>
<th>Status</th>
<th>In Progress 09/17/2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start-End Dates</td>
<td>08/06/2012 - 05/18/2013</td>
</tr>
<tr>
<td>Timeline Notes</td>
<td>RLT will meet at least 1 time a month.</td>
</tr>
</tbody>
</table>

Evidence: Members will complete a book study, focusing on the common core standards. Members will design and lead PD second semester during designated school PD days. Teachers will embed information into their lesson plans/instruction.

ACTION STEP  Math Leadership Team

This team is comprised of at least one teacher per grade level, school administration, Instructional Growth Teachers, and math interventionists. The MLT examines student work, analyzes data, shares best practices, and explores current research.

<table>
<thead>
<tr>
<th>Status</th>
<th>Not Begun 08/12/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start-End Dates</td>
<td>08/06/2012 - 05/24/2013</td>
</tr>
<tr>
<td>Timeline Notes</td>
<td>MLT will meet at least 1 time a month.</td>
</tr>
</tbody>
</table>

Evidence: Members will complete a book study, focusing on the common core standards. Members will design and lead PD second semester during designated school PD days. Teachers will embed information into their lesson plans/instruction.

ACTION STEP  Co-Teaching
GOAL: Student Achievement

STRATEGY: Strengthen Instruction

ACTION STEP: Co-Teaching

An instructional and learning strategies inclusion model to support all students in the class, with two certified teachers.

- **Status**: Not Begun 08/12/2012
- **Start-End Dates**: 08/06/2012 - 05/24/2013
- **Timeline Notes**: Evidence: Teachers will plan together in efforts to deliver instruction together. Teachers will attend PD, as offered. Student achievement will increase as noted via formative assessments and benchmark scores

ACTION STEP: Professional Development

Staff will be surveyed, and a professional development plan will be created to reflect the needs of the campus as well as the needs of the individual. Delivery will be through a differentiated, tiered model which will include specialists, IGT, administration, team leaders, interventionists, and leadership teams, allowing more teachers the opportunity to lead and participate in meaningful PD opportunities.

- **Status**: Not Begun 08/12/2012
- **Start-End Dates**: 08/06/2012 - 05/24/2013
- **Timeline Notes**: Evidence: Surveys, design and implementation of PD based on survey results, application of topics covered in PD, PD surveys on ILEARN, student achievement

STRATEGY: ELD Student Achievement

Develop an individual plan for each child to ensure that English Language Learners will become proficient in English and reach high academic standards in English reading/writing, math, science and social studies.

- **Filing Cabinet Count**: 0

ACTION STEP: Professional Development For ELD Teachers
**SCHOOL CONTINUOUS IMPROVEMENT PLAN**

**Thompson Ranch Elementary - 070289117**

**GOAL**  
**Student Achievement**

**STRATEGY**  
**ELD Student Achievement**

**ACTION STEP**  
**Professional Development For ELD Teachers**

<table>
<thead>
<tr>
<th>Status</th>
<th>In Progress 09/17/2011</th>
<th>Filing Cabinet Count 0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Timeline Notes</td>
<td>Evidence: Throughout the school year, Instructional Growth Teachers as well as school and district leadership will offer professional development on research-based instructional strategies, best practices and pedagogy, monitored through walk-through feedback, teacher reflection, student growth and evaluation. Students will improve their oral language, written communication, Reading Comprehension via PLCs, Peer observations, book studies, and analyzing AZELLA results</td>
<td></td>
</tr>
<tr>
<td>Tags</td>
<td>ELL</td>
<td></td>
</tr>
</tbody>
</table>

**ACTION STEP**  
**ILLP or Self Contained ELL classes**

<table>
<thead>
<tr>
<th>Status</th>
<th>Completed 05/17/2012</th>
<th>Filing Cabinet Count 0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start-End Dates</td>
<td>08/06/2012 - 05/20/2013</td>
<td></td>
</tr>
<tr>
<td>Timeline Notes</td>
<td>Evidence: Teachers will maintain ILLPs for their identified students and document process accordingly. Support will be provided by the ELL Leadership Team, offering support to fill out ILLPs with the intent to have each child achieve academic success.</td>
<td></td>
</tr>
<tr>
<td>Tags</td>
<td>PD, ELL, SPED, TECH</td>
<td></td>
</tr>
</tbody>
</table>
GOAL  Student Achievement

STRATEGY  Community Engagement

Thompson Ranch seeks to maintain and strengthen relationships with families and community members, organizations, and businesses to support our students, academically and socially.

ACTION STEP  Community Helpers

Continue to reach out to organizations and groups who service TRES and the El Mirage/Surprise area. (Lord of Life Lutheran Church, Kiwanis, Rotary, Luke Air Force Base, Stitch and Sew, etc.)

<table>
<thead>
<tr>
<th>Status</th>
<th>Start-End Dates</th>
<th>Status</th>
<th>Start-End Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completed</td>
<td>03/20/2012</td>
<td>In Progress</td>
<td>09/17/2011</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>11/01/2011 - 05/29/2013</td>
</tr>
</tbody>
</table>

ACTION STEP  PTSA

Ensure that every PTSA meeting has an academic focus.

<table>
<thead>
<tr>
<th>Status</th>
<th>Start-End Dates</th>
<th>Status</th>
<th>Start-End Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>In Progress</td>
<td>09/17/2011</td>
<td>In Progress</td>
<td>09/17/2011</td>
</tr>
<tr>
<td></td>
<td>08/01/2011 - 05/31/2013</td>
<td></td>
<td>08/01/2011 - 05/31/2013</td>
</tr>
</tbody>
</table>

ACTION STEP  Increase Communication

Update webpages, provide links from email page, FB school page, change Marquee timely, Monthly Newsletters, utilize Auto dailer.

<table>
<thead>
<tr>
<th>Status</th>
<th>Start-End Dates</th>
<th>Status</th>
<th>Start-End Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>In Progress</td>
<td>09/17/2011</td>
<td>Not Begun</td>
<td>08/13/2012</td>
</tr>
<tr>
<td></td>
<td>08/01/2011 - 05/31/2013</td>
<td></td>
<td>08/06/2012 - 05/24/2013</td>
</tr>
</tbody>
</table>

ACTION STEP  Communities in Schools

A full-time staff member from AmeriCorps will be at Thompson Ranch to support in planning community events and providing community support to our students and families in efforts to help attain academic and social excellence.

<table>
<thead>
<tr>
<th>Status</th>
<th>Start-End Dates</th>
<th>Status</th>
<th>Start-End Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not Begun</td>
<td>08/13/2012</td>
<td></td>
<td></td>
</tr>
<tr>
<td>08/06/2012  - 05/24/2013</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
GOAL  Student Achievement

STRATEGY  Social and Emotional Excellence

Supports will be in place to encourage our students to make thoughtful decisions, serving as a reflection of their character.

<table>
<thead>
<tr>
<th>ACTION STEP</th>
<th>After School Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Programs via 21st Century, DRAFT, Student Council, Builders Club, NJHS, and similar supports will be offered to strengthen and celebrate student character and decision making.</td>
<td></td>
</tr>
<tr>
<td>Status</td>
<td>Not Begun 08/12/2012</td>
</tr>
<tr>
<td>Start-End Dates</td>
<td>08/06/2012 - 05/24/2013</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ACTION STEP</th>
<th>Character Education</th>
</tr>
</thead>
<tbody>
<tr>
<td>Every week Thompson Ranch will focus on a quality of good character to practice and discuss during Advisory. Other programs/learning opportunities, such as Social Responsibility, will be shared with students in class, via assemblies, and morning announcements.</td>
<td></td>
</tr>
<tr>
<td>Status</td>
<td>Not Begun 08/12/2012</td>
</tr>
<tr>
<td>Start-End Dates</td>
<td>08/06/2012 - 05/24/2013</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ACTION STEP</th>
<th>Teacher Mentor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher Mentor program is a school initiative, pairing students with a teacher that they feel comfortable with. The program will identify students who could benefit from 1-on-1 adult/staff interactions, where the adult would serve as a mentor/means of support while at school.</td>
<td></td>
</tr>
<tr>
<td>Status</td>
<td>Not Begun 08/12/2012</td>
</tr>
<tr>
<td>Start-End Dates</td>
<td>08/06/2012 - 05/24/2013</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ACTION STEP</th>
<th>Academic and Social Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Students, grades 3-8 will learn how to use their agenda. Grades 7-8 will use Responsibility Cards, receiving incentives and consequences for their behavior. Middle school students will also complete the EXPLORE and use results as part of their goal folders. In addition, they will complete the ECAPS as they prepare for high school and take ownership of their education. All students will learn how to create and use goal folders, along with reading and understanding a progress report.</td>
<td></td>
</tr>
<tr>
<td>Status</td>
<td>Not Begun 08/12/2012</td>
</tr>
<tr>
<td>Start-End Dates</td>
<td>08/06/2012 - 05/24/2013</td>
</tr>
</tbody>
</table>
## SCHOOL CONTINUOUS IMPROVEMENT PLAN
Thompson Ranch Elementary - 070289117

<table>
<thead>
<tr>
<th>TOTAL PLAN FUNDS:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Budgeted</td>
<td>$0.00</td>
</tr>
<tr>
<td>Actual</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Generated by ALEAT | August 29, 2012 5:57 PM
<table>
<thead>
<tr>
<th>Data Teams</th>
<th>(Literacy) Coaching</th>
<th>Cyclical Training</th>
<th>(Common) Core Training</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supporting Staff:</td>
<td>Supporting Staff:</td>
<td>Supporting Staff:</td>
<td>Supporting Staff:</td>
</tr>
<tr>
<td>Administration: Will review student data at least monthly with teachers IGT: Will conduct biweekly meetings with grade levels to review various types of data to inform instruction Interventionists: Will review progress of students being served and share with classroom teacher at least once a month (formally) and at least once a week (informally). Team Leaders: Will support in guiding teachers in various types of data to review to inform instruction. PLCs: Time will be used to determine means to collect data and the manner in which it will be reviewed. In addition, time will be spent discussing the trends/information gathered from the data collected. K12 Coach: Will meet with teachers and guide the MLT to lead a book study and inform practice.</td>
<td>Administration: Will review reading benchmark and DIBELS scores and discuss results with teachers and interventionists for action. Reading Interventionist: Will lead the RLT and guide teachers through a book study to inform practice. IGT: Will lead PD and discussions during Monday time and biweekly grade level meetings Specialists: Will come to school site to deliver PD on means to embed reading and writing in all subject areas. Members of Reading Leadership Team: Will deliver PD to grade levels based on what was discussed and shared during meetings.</td>
<td>Administration: Will determine topics of focus for staff, based on need and teacher feedback. Admin. will also design and deliver PD. IGT: Will design and deliver PD. Focus will be given to new teachers to TRES and to the profession. Team Leaders: Will design and deliver PD, providing more attention to the new(er) members of their grade level teams. K12 Coach: Will design and deliver PD, particularly in (common core) math. Leadership Teams: Will design and deliver PD, based on CIP and need of the school.</td>
<td>Administration: Will support in delivering PD. Will review lesson plans and instruction to ensure the delivery of the common core standards. Reading and Math Interventionist: Will provide PD on Tier 1-3 interventions, based on common core standards. K12 Coach: Will provide support to new teachers, particularly on math instruction using the common core standards. IGT: Will design and deliver PD to support teachers in using common core standards to design instruction. Will also visit and observe teachers to document addition needs of support, related to common core standards.</td>
</tr>
<tr>
<td>Budget:</td>
<td>Budget:</td>
<td>Budget:</td>
<td>Budget:</td>
</tr>
<tr>
<td>BEGIN DATE</td>
<td>EN D DATE</td>
<td>PROFESSIONAL DEVELOPMENT OPPORTUNITIES</td>
<td>TARGETED GOAL</td>
</tr>
<tr>
<td>------------</td>
<td>-----------</td>
<td>---------------------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>August</td>
<td></td>
<td>Writing Student Friendly Objectives, based on Standards</td>
<td>Strengthen Instruction</td>
</tr>
<tr>
<td>September</td>
<td></td>
<td>Embedded Technology</td>
<td>Academic Support and Intervention</td>
</tr>
<tr>
<td>August</td>
<td></td>
<td>Strengthening Instruction with the Common Core</td>
<td>Strengthen Instruction</td>
</tr>
<tr>
<td>September</td>
<td></td>
<td>Leading Adults/Being a Strong Team Leader</td>
<td>Strengthen Instruction</td>
</tr>
<tr>
<td>October</td>
<td></td>
<td>6 Shifts</td>
<td>Strengthen Instruction</td>
</tr>
<tr>
<td>September</td>
<td></td>
<td>Engagement Strategies</td>
<td>Academic Support and Intervention</td>
</tr>
<tr>
<td>September</td>
<td></td>
<td>Interactive Student Notebooks</td>
<td>Academic Support and Intervention</td>
</tr>
<tr>
<td>September</td>
<td></td>
<td>ELD/ILLP Support</td>
<td>Academic Support and Intervention</td>
</tr>
<tr>
<td>September</td>
<td></td>
<td>How To Be a Mentor</td>
<td>Social and Emotional Excellence</td>
</tr>
<tr>
<td>August</td>
<td></td>
<td>Strengthening Community Involvement</td>
<td>Community Engagement</td>
</tr>
</tbody>
</table>
Building a Foundation

Vision Statement: Thompson Ranch Elementary School is a...
- Trusting community that is
- Responsible for honoring our pillars of character and
- Empowers everyone to
- Strive for excellence every day in every way.

Mission Statement:
The Thompson Ranch Elementary School Community will ensure that every student
will reach his/her highest academic and social goals by reflectively using data to plan
rigorous, relevant, differentiated lessons that will enhance learning and collaboration
for all students.

Collecting & Examining Data

Established in 2004
A+ School of excellence in 2011
940 currently enrolled students
Free and Reduced Lunch: 87%
119 English Language Learners
16 gifted students
94% attendance rate
124 SPED students, 29 students in Speech,
1 self-contained room with 11 students
9 teachers new to TRES this year

Current Reality
Analyze Data

Celebrations
- 28% growth in 8th grade math on 2012 AIMS
- 29% growth in 8th grade reading on 2012 AIMS
- Extensive Community involvement (such as Rotary, ELKS, Luke AFB, Lord of Life Lutheran Church)
- Rodel Exemplary Teacher Finalist

Areas of Concern
- Decrease in percent of students meeting/exceeding math standards
- Decrease in percent of students meeting/exceeding reading standards
- Minimal growth in percentage of SPED students meeting/exceeding standards

<table>
<thead>
<tr>
<th></th>
<th>2011</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Math</td>
<td>63</td>
<td>55</td>
</tr>
<tr>
<td>Reading</td>
<td>66</td>
<td>67</td>
</tr>
</tbody>
</table>

CIP Goals
District Non-negotiables

Goal #1: Thompson Ranch will achieve a state accountability label within the top 2 categories under the new state accountability system.

Goal #2: Students who attend Thompson Ranch will meet or exceed state standards as measured by state assessments at mandated grade levels.

Goal 3: 90-100% of students will achieve one year’s growth (OYG) in reading and mathematics.

Action Planning

<table>
<thead>
<tr>
<th>Academic Support and Intervention</th>
<th>Strengthen Instruction</th>
<th>Social and Emotional Excellence</th>
</tr>
</thead>
<tbody>
<tr>
<td>21st Century tutoring and enrichment</td>
<td>peer observations</td>
<td>after school activities</td>
</tr>
<tr>
<td>interactive student notebooks</td>
<td>reading and math leadership</td>
<td>character education</td>
</tr>
<tr>
<td>reading interventions</td>
<td>co-teaching</td>
<td>Mentor Matters</td>
</tr>
<tr>
<td>technology integration</td>
<td>professional development</td>
<td>academic and social responsibilities</td>
</tr>
<tr>
<td>Read 180 &amp; System 44</td>
<td>content specialists</td>
<td>Monday behavior meeting with administrators</td>
</tr>
<tr>
<td>Read Around the Ranch</td>
<td></td>
<td></td>
</tr>
<tr>
<td>increase attendance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jump Start (preschool)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>math and reading tutors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Saturday school</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Luke airman volunteers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Howcast Math</td>
<td></td>
<td></td>
</tr>
<tr>
<td>one-on-one goal setting with principal</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
DYSART UNIFIED SCHOOL DISTRICT
TRANSPORTATION

TO PROVIDE SAFE, RELIABLE AND
PROMPT TRANSPORTATION SERVICE, TO SATISFY THE SPECIFIC
NEEDS OF OUR STUDENTS, THEIR FAMILIES, THEIR SCHOOLS AND
COMMUNITIES, WHILE MAINTAINING THE TOWN OF DYSART.

HIGHLIGHTS 2012-2013
✓ 2012 LARSON QUALITY AWARD WINNER
✓ SAFETY TOWN
✓ CONTINUOUS DPS SAFETY INSPECTION
IMPROVEMENT
✓ CONTINUOUS ACCIDENT REDUCTION
✓ NEW TRANSPORTATION ADMINISTRATOR—JEFF COOK

BENCHMARK AND YEARLY
COMPARISONS

<table>
<thead>
<tr>
<th></th>
<th>2007</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Routes</td>
<td>117</td>
<td>117</td>
<td>118</td>
<td>111</td>
<td>112</td>
<td>117</td>
</tr>
<tr>
<td>Total Miles per Day</td>
<td>10018</td>
<td>10188</td>
<td>11563</td>
<td>10141</td>
<td>9606</td>
<td>9249</td>
</tr>
</tbody>
</table>
| Students per Day
  Eligible    | 13322 | 13608 | 13634 | 12406 | 10662 | 11054 |
  Actual      | 9262  | 9621  | 9768  | 8346  | 9299  | 7863  |
| Cost per Bus per Day
  $238.18   | $235.41 | $237.40 | $249.34 | $234.87 | $231.24 |
| Total Hours per Day
  1103      | 1103   | 1400   | 864    | 760    | 940    |
SAFETY RECORD

<table>
<thead>
<tr>
<th>Year</th>
<th>Preventable</th>
<th>Non Preventable</th>
<th>Total Dollar</th>
<th>Avg per Accident</th>
<th>DUSD Driver Ticketed</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009-2010</td>
<td>18/64%</td>
<td>10/36%</td>
<td>$12723.83</td>
<td>$452.42</td>
<td>3</td>
</tr>
<tr>
<td>2010-2011</td>
<td>14/58%</td>
<td>10/42%</td>
<td>$21010.83</td>
<td>$875.45</td>
<td>2</td>
</tr>
<tr>
<td>2011-2012</td>
<td>7/50%</td>
<td>7/50%</td>
<td>$10464.08</td>
<td>$747.43</td>
<td>1</td>
</tr>
<tr>
<td>2012-2013</td>
<td>6/38%</td>
<td>10/56%</td>
<td>$14383.94</td>
<td>$799.10</td>
<td>3</td>
</tr>
</tbody>
</table>

DPS ANNUAL BUS SAFETY INSPECTION

<table>
<thead>
<tr>
<th>School Year</th>
<th>Total Buses</th>
<th>Failed</th>
<th>Total Minor</th>
<th>Total Majors</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008-2009</td>
<td>168</td>
<td>9</td>
<td>74</td>
<td>34</td>
</tr>
<tr>
<td>2009-2010</td>
<td>168</td>
<td>17</td>
<td>20</td>
<td>18</td>
</tr>
<tr>
<td>2010-2011</td>
<td>168</td>
<td>1</td>
<td>17</td>
<td>9</td>
</tr>
<tr>
<td>2011-2012</td>
<td>168</td>
<td>0</td>
<td>15</td>
<td>9</td>
</tr>
<tr>
<td>2012-2013</td>
<td>168</td>
<td>10</td>
<td>8</td>
<td>10</td>
</tr>
</tbody>
</table>

TRANSPORTATION GOALS

- Preventable accidents
- Continued Training
- Driver Awareness
- Situational Recognition
- DPS Safety Inspections
- Thorough Pre-inspections
- Aggressive Preventive Maintenance
- Continued Training
- Fiscal Management
- Budget responsibility
- Aggressive Stakeholder Involvement
What We Do....

Provide students, staff, and community with a clean, safe, and healthy learning environment.

Maintain over 3,300,000 square feet of educational, office, warehouse, and fleet maintenance space.

Maintain 567 acres of turf, granite, planter and hard scape areas.

10 Skilled Maintenance Staff maintain:
- H.V.A.C./Cooling Tower, Doors/Hardware, Plumbing, Gas Lines,
- Building Envelope, Energy Management, Kitchen Equipment,
- Electrical, and all preventative maintenance.

Work Orders:
- 15,880 WO's completed last year; This year to date: 12,240.
- 30,107 SFB preventative maintenance tasks completed.
- National median square feet maintained by FTE maintenance: 92,074.
- District: 330,000 sq. ft. per skilled maintenance.

Grounds 17 Grounds Maintenance maintain:
- 567 acres of turf, granite, planter and hard scape areas. Cut, trim, fertilize, maintain turf areas. Control weeds and growth in all areas. Assist with sports fields preparations. Maintain all equipment, vehicles, time clocks, irrigation systems.

- National median amount of acres maintained per FTE grounds: 31.
- District maintains 33 per FTE.
ENERGY SAVINGS PROJECTS

Dysart District with the assistance of an SFB energy grant contracted with Trane Building Services to perform an energy savings retrofit to reduce energy costs. The program consisted of;

- Change out of 51,771 various light bulbs to energy savings bulbs.
- Change out of 4,438 ballasts to energy savings ballasts.
- Add 1,832 motion sensors for lighting.
- Replace the 24 year old central plant at Kingswood with two high efficiency chillers, cooling towers, chilled water pumps, variable frequency drives, exhaust fans and refrigerant monitors.
- Add solar panels for hot water at all kitchens.

These measures are anticipated to provide an annual savings of;
- Energy savings of 4,532,478,335 BTU's.
- Dollar savings of $143,307.00

2013 Solar Photovoltaic Projects

This year the District is adding solar energy producing systems on twenty one school sites. The first of these projects is currently under construction at Dysart Elementary School. The District does not provide any funding for these projects and is only responsible for the lighting maintenance associated with the structures. These projects are anticipated to;
- Generate 21 million kilowatt hours of energy annually.
- Reduce APS grid dependency by 75%.
- Save the District 15 million dollars in energy costs over the 20 year life of this agreement.
- Provide 1 million square feet of shade.
- The EPA Greenhouse Gas Equivalency Calculator also shows this project will reduce:
  - Equivalent to the reduction of CO2 emissions from 1,653,093 gallons of gas used.
  - Equivalent to the reduction of CO2 emissions from electricity use in 1,699 homes for one year.
  - Equivalent to the reduction of CO2 emissions from burning 86.7 rail cars of coal.
  - Equivalent to greenhouse gas emissions avoided by recycling 5,138 tons of waste instead of sending to a landfill.

Expectations

Management will...
- Establish a continuous training cycle for all staff in baseline compliance issues and preventative maintenance.
- Increase productivity with proper equipment and procedures.
- Comply with all state, federal, local laws and regulations.
- Keep all facilities properly maintained with preventative maintenance guidelines required by the Arizona School Facilities Board and District standards.

Maintenance and grounds staff will...
- Have sufficient materials, supplies and equipment to perform his/her work.
- Be trained to complete their tasks with the supplies and materials available.
- Demonstrate their ability to maintain the standards using the available supplies and materials.
- Be aware of management’s expectations.
- Be regularly evaluated to determine adherence to these standards.

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 were procured to conduct the audit and prepare the following documents.

1. Financial and Compliance Audit for the Fiscal Year Ending June 30, 2012
   b. Single Audit Reporting Package for Year Ending June 30, 2012
   d. Audit successes and areas for improvement

2. Expenditures Analysis Fiscal Year Ending June 30, 2012
   a. Dysart Expenditure Analysis
   b. Arizona Auditor General's Classroom Dollars Report

BOARD ACTION REQUESTED:

It is recommended the Governing Board review the Financial information for the Fiscal Year ending June 30, 2012.

SUBMITTED BY: [Signature]

ACTION BY BOARD: Motion: ______ Second: ______ Vote: ______ AGENDA ITEM: ______
FINANCIAL REPORTS

April 17, 2013
Annual Financial Audit Highlights

- Many successes
  - Cash Handling 29 out of 29 Excellent
  - Student activity 11 out of 11 Excellent
  - Expenditures 68 out of 68 Excellent

- Overall rating
  - The District received a Compliance rating on 277 out of 281 areas- a 98.6% success rate!
  - This is the best compliance audit the Dysart District has received in its history!!!!!

- CONGRATULATIONS TO ALL STAFF RESPONSIBLE FOR THIS RECORD SUCCESS!!!!
Annual Financial Audit Highlights

- **Areas of Improvement**
  - Accounting Records
  - Capital Assets
  - Payroll
  - Student Attendance
  
  We have put processes in place to minimize these findings in the future.
Classroom Dollars Analysis

Published Annually by Arizona Auditor General’s Office for all districts
Other Expenditure Categories

![Bar chart showing expenditure categories for Support Services, Administration, Plant Operations, Food Service, and Transportation. The chart compares Dysart 2012, State Avg., and National Avg.](chart.png)

Published Annually by Arizona Auditor General’s Office for all districts
Questions?
### UNIFORM SYSTEM OF FINANCIAL RECORDS COMPLIANCE QUESTIONNAIRE SUMMARY

**FISCAL YEAR 2011-2012**

<table>
<thead>
<tr>
<th>USFR COMPLIANCE QUESTIONNAIRE CATEGORY</th>
<th>TOTAL # OF ITEMS</th>
<th># OF ITEMS WITH &quot;YES&quot; or N/A</th>
<th># OF ITEMS WITH &quot;NO&quot; (FINDING)</th>
<th>% OF ITEMS WITH &quot;YES&quot;</th>
<th>% OF ITEMS WITH &quot;NO&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budgeting</td>
<td>9</td>
<td>9</td>
<td>0</td>
<td>100.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Accounting Records</td>
<td>11</td>
<td>10</td>
<td>1</td>
<td>90.91%</td>
<td>9.09%</td>
</tr>
<tr>
<td>Cash</td>
<td>29</td>
<td>29</td>
<td>0</td>
<td>100.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Supplies Inventory</td>
<td>8</td>
<td>8</td>
<td>0</td>
<td>100.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Capital Assets</td>
<td>21</td>
<td>20</td>
<td>1</td>
<td>95.24%</td>
<td>4.76%</td>
</tr>
<tr>
<td>Revenues</td>
<td>8</td>
<td>8</td>
<td>0</td>
<td>100.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Expenditures</td>
<td>68</td>
<td>68</td>
<td>0</td>
<td>100.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Classroom Site Fund</td>
<td>9</td>
<td>9</td>
<td>0</td>
<td>100.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Payroll</td>
<td>14</td>
<td>13</td>
<td>1</td>
<td>92.86%</td>
<td>7.14%</td>
</tr>
<tr>
<td>Travel</td>
<td>4</td>
<td>4</td>
<td>0</td>
<td>100.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Financial Reporting</td>
<td>8</td>
<td>8</td>
<td>0</td>
<td>100.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Information Technology</td>
<td>9</td>
<td>9</td>
<td>0</td>
<td>100.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Cooperative Agreements And Regional Services</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>100.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Student Attendance Reporting</td>
<td>37</td>
<td>36</td>
<td>1</td>
<td>97.30%</td>
<td>2.70%</td>
</tr>
<tr>
<td>Transportation Support</td>
<td>3</td>
<td>3</td>
<td>0</td>
<td>100.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Records Management</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>100.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Food Service Fund</td>
<td>9</td>
<td>9</td>
<td>0</td>
<td>100.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Auxiliary Operations Fund</td>
<td>8</td>
<td>8</td>
<td>0</td>
<td>100.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Student Activities Fund</td>
<td>11</td>
<td>11</td>
<td>0</td>
<td>100.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>General Long-Term Debt</td>
<td>7</td>
<td>7</td>
<td>0</td>
<td>100.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Governing Board/Management Procedures</td>
<td>4</td>
<td>4</td>
<td>0</td>
<td>100.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td><strong>281</strong></td>
<td><strong>277</strong></td>
<td><strong>4</strong></td>
<td><strong>98.58%</strong></td>
<td><strong>1.42%</strong></td>
</tr>
</tbody>
</table>
# Dysart Unified Financial and Compliance Audit for Fiscal Year 2011-2012

## Accounting Records

<table>
<thead>
<tr>
<th>USFR Compliance Questionnaire Question</th>
<th>USFR Compliance Questionnaire Auditor Comments by Number</th>
<th>District Action Taken</th>
<th>Finding in FY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. If transfers were made, were they limited to those authorized by A.R.S. or the USFR? (See Chart of Accounts §II-F for complete list of authorized transfers.)</td>
<td>During the process of cleaning grant funds a journal entry was completed that was in error. Additional safeguards have been put in place to prevent such an error from occurring.</td>
<td>Yes No No No No</td>
<td></td>
</tr>
</tbody>
</table>

## Capital Assets

<table>
<thead>
<tr>
<th>USFR Compliance Questionnaire Question</th>
<th>USFR Compliance Questionnaire Auditor Comments by Number</th>
<th>District Action Taken</th>
<th>Finding in FY</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Capital assets valued at $824,160 associated with the District's energy savings project were not added to the District's capital asset listing, as the related expenditures were not processed through the District's general ledger. However, the District subsequently made corrections to the listing in order to properly record the assets.</td>
<td>An energy savings lease was entered into during the year. This lease is paid over time but the full amount must be realized for fixed assets purposes the year the work was completed. The Fixed Asset Technician will be involved in any future lease projects to avoid this oversight.</td>
<td>No No No Yes No</td>
<td></td>
</tr>
</tbody>
</table>

## Payroll

<table>
<thead>
<tr>
<th>USFR Compliance Questionnaire Question</th>
<th>USFR Compliance Questionnaire Auditor Comments by Number</th>
<th>District Action Taken</th>
<th>Finding in FY</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. For one of five employees reviewed, the personnel file did not include the Form I-9.</td>
<td>The extensive audit was conducted of the I-9 files for the district and all missing or incomplete documents were addressed as a part of this audit.</td>
<td>Yes No No No Yes</td>
<td></td>
</tr>
</tbody>
</table>

## Student Attendance Reporting

<table>
<thead>
<tr>
<th>USFR Compliance Questionnaire Question</th>
<th>USFR Compliance Questionnaire Auditor Comments by Number</th>
<th>District Action Taken</th>
<th>Finding in FY</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. For one of seven student attendance records reviewed, absences were not reported correctly resulting in a net understatement of 0.25 absences.</td>
<td>The error was reviewed with high school staff; error resulted from a miscalculation of 7 minutes.</td>
<td>No No Yes Yes No</td>
<td></td>
</tr>
</tbody>
</table>
DYSART UNIFIED SCHOOL DISTRICT NO. 89

Uniform System of Financial Records

Compliance Questionnaire

For Fiscal Year Ended June 30, 2012
# Table of Contents

<table>
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<th>Page</th>
</tr>
</thead>
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<td>2</td>
</tr>
<tr>
<td>ACCOUNTING RECORDS</td>
<td>3</td>
</tr>
<tr>
<td>CASH</td>
<td>3</td>
</tr>
<tr>
<td>SUPPLIES INVENTORY</td>
<td>5</td>
</tr>
<tr>
<td>CAPITAL ASSETS</td>
<td>5</td>
</tr>
<tr>
<td>REVENUES</td>
<td>6</td>
</tr>
<tr>
<td>EXPENDITURES</td>
<td>7</td>
</tr>
<tr>
<td>CLASSROOM SITE FUND</td>
<td>13</td>
</tr>
<tr>
<td>PAYROLL</td>
<td>13</td>
</tr>
<tr>
<td>TRAVEL</td>
<td>14</td>
</tr>
<tr>
<td>FINANCIAL REPORTING</td>
<td>15</td>
</tr>
<tr>
<td>INFORMATION TECHNOLOGY (IT)</td>
<td>15</td>
</tr>
<tr>
<td>COOPERATIVE AGREEMENTS AND REGIONAL SERVICES</td>
<td>16</td>
</tr>
<tr>
<td>STUDENT ATTENDANCE REPORTING</td>
<td>16</td>
</tr>
<tr>
<td>TRANSPORTATION SUPPORT</td>
<td>20</td>
</tr>
<tr>
<td>RECORDS MANAGEMENT</td>
<td>20</td>
</tr>
<tr>
<td>FOOD SERVICE FUND</td>
<td>21</td>
</tr>
<tr>
<td>AUXILIARY OPERATIONS FUND</td>
<td>21</td>
</tr>
<tr>
<td>STUDENT ACTIVITIES FUND</td>
<td>22</td>
</tr>
<tr>
<td>GENERAL LONG-TERM DEBT</td>
<td>22</td>
</tr>
<tr>
<td>GOVERNING BOARD/MANAGEMENT PROCEDURES</td>
<td>23</td>
</tr>
</tbody>
</table>

---

1 This questionnaire must be used for fiscal year (FY) 2010 audits and thereafter. The questionnaire dated 7/09 must be used for FY 2009 audits.
INSTRUCTIONS

Arizona Revised Statutes (A.R.S.) §15-271 requires the Office of the Auditor General to inform any school district failing to establish and maintain the requirements prescribed by the Uniform System of Financial Records (USFR) that it has 90 days to correct the cited deficiencies. To assist the Office of the Auditor General in determining whether a district has attained an acceptable degree of compliance with the requirements of the USFR, the audit firm must complete this USFR Compliance Questionnaire. A copy of the completed questionnaire must be submitted with the audit reporting package to the Office of the Auditor General and the Arizona Department of Education (ADE).

In addition, A.R.S. §§15-213(F) and 15-914(G) require districts to have a systematic review of their purchasing practices and average daily membership (ADM), respectively, performed in conjunction with their audit. The purpose of the review is to determine whether the District is in compliance with the applicable procurement and student attendance laws and rules of the State of Arizona. Districts meet these requirements by having their audit firm complete Expenditures questions 7 through 16 and Student Attendance Reporting questions 3 through 21 using the guidelines established by the Office of the Auditor General. Additional instructions, including required sample sizes, are specified in this questionnaire on pages 7 and 9 for purchasing practices and 15 through 18 for ADM.

Further, A.R.S. §41-1279.21(A)(4) authorizes the Office of the Auditor General to prescribe minimum audit standards for school district audits and to determine if audits meet those standards. The following prescribed minimum audit standards for completing the USFR Compliance Questionnaire must be used for all school district audits. Audits not meeting these standards may be rejected by the Office of the Auditor General.

♦ Sufficient, appropriate evidence must be obtained annually for each question to satisfactorily determine whether the District is in compliance with the USFR, and the evidence must be included in the audit documentation.

♦ Evidence may be obtained through test work, observation, examination, and client assertion. However, client assertion alone is not adequate evidence to support “Yes” answers to the questionnaire.

♦ Population size should be considered in determining the number of items to test, and the items selected should be representative of the population. However, for Expenditures questions 7, 10, and 11, the specified numbers of items to be tested must be used as described in the additional instructions on page 7, and for Expenditures questions 8 and 13, the specified numbers of items in the questions must be tested. Likewise, for Student Attendance Reporting questions 3 through 17, the specified numbers of items must be tested as described in the additional instructions preceding each section.

♦ The number of items tested must be sufficient to determine whether a deficiency was the result of an isolated incident or a recurring problem. Therefore, testing one transaction, record, or item is not sufficient.

♦ The sample size should be expanded if the audit firm cannot clearly determine whether the District is in compliance with the USFR on that question.

♦ If sufficient evidence has been obtained and documented during the current audit, that evidence may be referenced to answer questions.

♦ A “Yes” answer indicates that the audit firm has determined that the District is in compliance with the USFR on that question and a “No” answer indicates the District does not comply. However, the final determination of compliance on each question, as well as overall compliance with the USFR, is made by the Office of the Auditor General based on the evidence presented in the questionnaire, audit reports, the audit documentation, and any other sources of information available.

♦ All “No” and “N/A” answers must be adequately explained in the comments column or in an attachment. Deficiencies must be described in sufficient detail to enable the Office of the Auditor General to determine the nature and significance of the deficiency for: (a) assessing compliance with the USFR, (b) appropriately describing the deficiency in a report and (c) testing compliance during a status review. The description should include the number of items tested and the number of exceptions noted. Comments such as “See LOR” are not adequate.

The resulting audit documentation supporting the audit firm’s answers on the questionnaire must be made available on request for review by the Office of the Auditor General, and ADE. To facilitate this review, the audit firm may wish to include in the audit documentation a copy of the questionnaire with references to the audit procedures performed for each question.
<table>
<thead>
<tr>
<th>BUDGETING</th>
<th>YES/NO</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Was a copy of the proposed expenditure budget filed with the Superintendent of Public Instruction and the County School Superintendent (CSS) no later than July 5 or the date of publication or mailing of the notice of public hearing? A.R.S. §15-905(A)</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>2. Did the District publish, mail, or post on ADE’s website, a copy of the proposed expenditure budget or summary of the proposed budget and the notice of the public hearing and board meeting no later than 10 days before the meeting to consider the budget? If published, was publication in a newspaper of general circulation within the District? If mailed, was a copy mailed to each household in the District? A.R.S. §15-905(C)</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>3. If the District did not post its proposed expenditure budget on ADE’s website, was the publisher’s affidavit of publication or affidavit of mailing, of the proposed expenditure budget filed by the Governing Board with the Superintendent of Public Instruction within 30 days after publication or mailing? A.R.S. §15-905(C)</td>
<td>N/A</td>
<td>Posted on ADE’s website.</td>
</tr>
<tr>
<td>4. Were the total budgeted expenditures on the adopted budget for the Maintenance and Operation (M&amp;O), Unrestricted Capital Outlay and Soft Capital Allocation Funds less than or equal to the budgeted amounts on the published proposed budget for each individual fund, respectively? A.R.S. §15-905(E)</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>5. Was the adopted expenditure budget mathematically accurate, did it include all funds, and was it signed at a public hearing on or before July 15 and filed with the CSS and the Superintendent of Public Instruction (electronically) by July 18? A.R.S. §15-905(B) and (E)</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>6. If the governing board received notification that the budget was in excess of the general budget limit, the unrestricted capital budget limit or the soft capital allocation limit by 1 percent of the general budget limit or $100,000, whichever is less, did it give notice and hold a public meeting, and adopt a revised budget before December 15 which did not exceed those limits and file it with the CSS and the Superintendent of Public Instruction (electronically) by December 18?</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>7. If the District revised the adopted expenditure budget, was the revision completed before May 15 (July 15, 2010 for FY 2010 only) and filed with the CSS and the Superintendent of Public Instruction (electronically) by May 18 (July 15, 2010 for FY 2010 only)?</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>8. Were the total budgeted expenditures for the M&amp;O Fund within the general budget limit; were the total budgeted expenditures for the Unrestricted Capital Outlay Fund within the unrestricted capital budget limit and were the total budgeted expenditures for the Soft Capital Allocation Fund within the soft capital allocation limit? A.R.S. §15-905(E)</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>9. If the District had an over-expenditure in the prior year, did the District reduce its budget by the prior year’s over-expenditure (or a portion of the prior year’s over-expenditure, as approved by the Superintendent of Public Instruction) or was the District actively correcting its prior year’s data pursuant to A.R.S. §15-915, which would reduce or eliminate the prior year’s over-expenditure? A.R.S. §15-905(M)</td>
<td>N/A</td>
<td>No prior year over-expenditure.</td>
</tr>
</tbody>
</table>
**USFR COMPLIANCE QUESTIONNAIRE**

<table>
<thead>
<tr>
<th>ACCOUNTING RECORDS</th>
<th>YES/NO</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Were responsibilities separated so that one individual did not have complete authority over an entire financial transaction? If this was not possible due to the District’s limited staff size, were adequate review procedures in place?</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>2. Was accounting information traceable from source documents to the financial statements?</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>3. Was the ability to revise the accounting records restricted to authorized individuals?</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>4. Were accounting records maintained in accordance with the USFR Chart of Accounts?</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>5. Were journal entries supported by documentation, approved by someone other than the preparer, and numerically controlled?</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>6. If transfers were made, were they limited to those authorized by A.R.S. or the USFR? (See Chart of Accounts §III-F for a complete list of authorized transfers.)</td>
<td>NO</td>
<td>See Appendix A #1.</td>
</tr>
</tbody>
</table>

**If the District was on-line with the CSS (Question 7)**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>7. Did the District periodically review and document its review of transactions initiated by the CSS for propriety?</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**If the District was not on-line with the CSS (Questions 8 & 9)**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>8. Did the District properly reconcile its records of cash balances by fund monthly with the CSS, and was the reconciliation properly supported?</td>
<td>N/A</td>
</tr>
<tr>
<td>9. Did the District properly reconcile its records of revenues, expenditures, expenses, and cash balances (as applicable), by fund, program, function, and object code at least at fiscal year end with the CSS, and was the reconciliation properly supported?</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Whether the District was on-line or not (Questions 10 & 11)**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>10. Were the District’s records of cash balances reconciled to the County Treasurer’s records at least monthly, by either the CSS or the District?</td>
<td>YES</td>
</tr>
<tr>
<td>11. Were any differences that resulted from reconciliations with the CSS or County Treasurer’s records researched and resolved in a timely manner?</td>
<td>YES</td>
</tr>
</tbody>
</table>

**CASH**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Were only the following authorized bank accounts maintained:</td>
<td></td>
</tr>
<tr>
<td>b. Miscellaneous Receipts clearing account(s)? A.R.S. §15-341(A)(20)</td>
<td>YES</td>
</tr>
<tr>
<td>c. Food Service Fund clearing account? A.G. Opinion I60-35</td>
<td>YES</td>
</tr>
<tr>
<td>e. Auxiliary Operations Fund account? A.R.S. §15-1126</td>
<td>YES</td>
</tr>
<tr>
<td>g. Student Activities Fund accounts? A.R.S. §15-1122</td>
<td>YES</td>
</tr>
<tr>
<td>h. Student Activities Fund revolving account? A.R.S. §15-1124</td>
<td>N/A</td>
</tr>
<tr>
<td>i. Federal Savings Bond Withholdings account? A.R.S. §15-1221</td>
<td>N/A</td>
</tr>
</tbody>
</table>
### USFR COMPLIANCE QUESTIONNAIRE

<table>
<thead>
<tr>
<th>Question</th>
<th>YES/NO</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>k. Employee Insurance Programs Withholdings account?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.R.S. §15-1223</td>
<td>N/A</td>
<td>No account.</td>
</tr>
<tr>
<td>l. Grants and Gifts to Teachers account?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.R.S. §15-1224</td>
<td>N/A</td>
<td>No account.</td>
</tr>
<tr>
<td>m. Federal Payroll Tax Withholdings account?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>USFR page VI-H-8</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>n. Principals' Supplies account(s)?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.R.S. §15-354</td>
<td>N/A</td>
<td>No account.</td>
</tr>
<tr>
<td>o. Electronic Payments clearing account?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.R.S. §15-1221</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>p. Payroll Direct Deposits clearing account?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.R.S. §15-1221</td>
<td>YES</td>
<td></td>
</tr>
</tbody>
</table>

2. List the name and purpose of any unauthorized bank accounts below.     |        | No unauthorized accounts. |
<table>
<thead>
<tr>
<th>Name</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Were the authorized bank accounts used as prescribed by the applicable statutes? | YES |          |

4. Were unauthorized and inactive bank accounts closed? | N/A | No such accounts. |

5. Were cash-handling and recordkeeping responsibilities separated among employees? If this was not possible due to the District's limited staff size, were adequate review procedures in place? | YES |          |

6. Were all employees who handle significant amounts of cash adequately bonded? | YES |          |

7. Were cash receipts deposited intact daily, when significant, or at least weekly? | YES |          |

8. Were validated deposit slips or treasurer's receipts retained and agreed to applicable copies of bank deposit slips or treasurer's receipts maintained on file? | YES |          |

9. Were cash disbursements from authorized bank accounts made by prenumbered and numerically-controlled checks and was supporting documentation maintained for each disbursement? | YES |          |

10. Were disbursements from the Miscellaneous Receipts clearing bank account(s) made only by check payable to the County Treasurer? | YES |          |

11. Were checks properly completed prior to issuance and not written payable to cash or bearer? | YES |          |

12. Were unused checks physically safeguarded and access to them limited to authorized personnel who were not check signers or did not have access to signature stamps, facsimile plates, or electronic signatures? | YES |          |

13. Were the signature stamps, facsimile plates, or electronic signatures physically safeguarded and was access to them limited to a minimum number of employees who did not have access to the blank checks? | YES |          |

14. Were bank accounts reconciled monthly by an employee not involved in handling cash receipts or disbursements or were reconciliations reviewed by an independent employee? | YES |          |
### SUPPLIES INVENTORY

1. Were the responsibilities of receiving, issuing, accounting for, and controlling inventory properly separated among employees? If this was not possible due to the District's limited staff size, were adequate review procedures in place?  
   - **YES**

2. Did the District properly safeguard supplies inventory from unauthorized use, theft, and damage?  
   - **YES**

3. Were supply requisitions properly approved and were supplies released from storerooms only with approved requisitions?  
   - **YES**

4. Was a complete physical inventory of supplies taken at least annually for periodic inventories and at least once every 3 years for perpetual inventories?  
   - **YES**

5. Were written instructions developed, distributed, and reviewed with all personnel participating in the physical inventory?  
   - **YES**

6. If a perpetual inventory was maintained, were supplies inventory records investigated and adjusted to account for significant physical count differences when an actual physical inventory was performed?  
   - **N/A**

7. Was a supplies inventory list that included item and unit descriptions, purchase document numbers, quantities, unit costs, extended costs, page totals, and a grand total prepared at the end of each fiscal year for all supplies, including donated items?  
   - **YES**

8. Was adequate documentation maintained to support the actual cost recorded on the supplies inventory list?  
   - **YES**

### CAPITAL ASSETS

1. Did the District prepare a capital assets list that included all equipment with unit costs of $5,000 or more and useful lives of 1 year or more, and all land, buildings, and related improvements with a cost of $5,000 or more? (Lower threshold amounts may be used if adopted by the Governing Board.)  
   - **YES**

2. Does the capital assets list include the following information:
   - a. Location (school, department, building, etc.)?  
     - **YES**
   - b. Identification number (tag number, serial number, or other number that specifically identifies the item)?  
     - **YES**
   - c. Description (model number, size, color, etc.)?  
     - **YES**
   - d. Method of acquisition (purchase, donation, construction, trade, or lease-purchase)?  
     - **YES**
   - e. Source of funding?  
     - **YES**
   - f. Acquisition date (month and year of acquisition)?  
     - **YES**
   - g. Purchase document number (purchase order, voucher, or other document number that can be used to trace to the supporting documentation)?  
     - **YES**
   - h. Actual cost, estimated historical cost, or fair market value at the date of donation?  
     - **YES**

3. Did the District maintain a stewardship list for items costing at least $1,000 but less than $5,000 (or the District's capitalization threshold if less than $5,000)? Did the list include the description, identification number (tag number), location of the item, and the month and year of acquisition?  
   - **YES**
## USFR COMPLIANCE QUESTIONNAIRE

<table>
<thead>
<tr>
<th></th>
<th>YES/NO</th>
<th>COMMENTS</th>
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</thead>
<tbody>
<tr>
<td>4.</td>
<td>Was the capital assets list maintained by separate asset category (i.e., land and improvements, buildings and improvements, and equipment)?</td>
<td>YES</td>
</tr>
<tr>
<td>5.</td>
<td>Did the capital assets list or other schedule include the useful life, residual value, function code for reporting depreciation, and annual and accumulated depreciation for land improvements that deteriorate with use or the passage of time, buildings, building improvements, and equipment, including vehicles in excess of $5,000?</td>
<td>YES</td>
</tr>
<tr>
<td>6.</td>
<td>Did the District update the stewardship and capital assets lists at least annually for acquisitions and disposals?</td>
<td>YES</td>
</tr>
<tr>
<td>7.</td>
<td>Were assets recorded on the capital assets list at actual cost including ancillary charges, or at estimated historical cost if actual cost was not determinable?</td>
<td>NO</td>
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<tr>
<td>8.</td>
<td>Was proper supporting documentation retained for all items recorded on the capital assets list?</td>
<td>YES</td>
</tr>
<tr>
<td>9.</td>
<td>Were equipment items recorded on the stewardship and capital assets list identified by a tag, marked with an identifying number, or specifically identified by some other means?</td>
<td>YES</td>
</tr>
<tr>
<td>10.</td>
<td>Was a physical inventory of items taken at least every 3 years and reconciled to the stewardship and capital assets lists?</td>
<td>YES</td>
</tr>
<tr>
<td>11.</td>
<td>Did the District follow R7-2-1131(C) when disposing of stewardship and capital asset items?</td>
<td>YES</td>
</tr>
<tr>
<td>12.</td>
<td>Did the District reconcile capitalized acquisitions to capital expenditures at least annually? Were differences properly resolved?</td>
<td>YES</td>
</tr>
<tr>
<td>13.</td>
<td>Did the District reconcile the current year's capital assets list to the previous year's list?</td>
<td>YES</td>
</tr>
<tr>
<td>14.</td>
<td>Did the District maintain adequate insurance coverage for all insurable school property, as required by A.R.S. §15-341(A)(6)?</td>
<td>YES</td>
</tr>
</tbody>
</table>

## REVENUES

<table>
<thead>
<tr>
<th></th>
<th>YES/NO</th>
<th>COMMENTS</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Were the responsibilities of receiving, depositing, and recording revenues separated among employees? If this was not possible due to the District’s limited staff size, were adequate review procedures in place?</td>
<td>YES</td>
</tr>
<tr>
<td>2.</td>
<td>Were prenumbered and numerically-controlled cash receipt forms prepared for all cash, checks, and warrants received at the District?</td>
<td>YES</td>
</tr>
<tr>
<td>3.</td>
<td>Were daily cash receipt summaries prepared to provide a reconciliation of the amount of cash, checks, and warrants on hand to issued receipts?</td>
<td>YES</td>
</tr>
<tr>
<td>4.</td>
<td>Were all monies received by the District deposited with the County Treasurer at least monthly, unless deposited in a bank account authorized by statute?</td>
<td>YES</td>
</tr>
<tr>
<td>5.</td>
<td>Were all monies deposited with the County Treasurer by the District accompanied by a prenumbered and numerically-controlled deposit transmittal form or a treasurer's receipt?</td>
<td>YES</td>
</tr>
<tr>
<td>6.</td>
<td>Were validated treasurer's receipts received and maintained on file by the District for all District revenues deposited with the County Treasurer?</td>
<td>YES</td>
</tr>
</tbody>
</table>
USFR COMPLIANCE QUESTIONNAIRE

<table>
<thead>
<tr>
<th>QUESTION</th>
<th>YES/NO</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. Were validated treasurer’s receipts for all deposits reconciled to the accounting records and to copies of deposit transmittals or treasurer’s receipts?</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>8. Were Federal Impact Aid revenues deposited in the following funds: M&amp;O Fund (001-4800) for FY 2010 only, Impact Aid Fund (3XX-4800) for FY 2011 and thereafter, Federal Impact Aid - Construction Fund (699-4300), or Impact Aid Revenue Bond Debt Service Fund (720-4800), as applicable?</td>
<td>YES</td>
<td></td>
</tr>
</tbody>
</table>

EXPENDITURES

<table>
<thead>
<tr>
<th>QUESTION</th>
<th>YES/NO</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Were the responsibilities of expenditure processing (voucher preparation, recordkeeping, and authorization) separated among employees? If this was not possible due to the District’s limited staff size, were adequate review procedures in place?</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>2. Did the Governing Board obtain voter approval for the construction of buildings and purchase of school sites unless otherwise exempted by A.R.S. §15-342(25)?</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>3. Did the Governing Board ensure that sufficient cash was available in cash-controlled funds and budget capacity was available in budget-controlled funds, except as authorized in A.R.S. §§15-207, 15-304, 15-907, and 15-916 before authorizing expenditures from them?</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>4. Were prenumbered and numerically-controlled purchase orders prepared for all District expenditures (except for exempted items such as salaries and related costs, utilities, and in-state travel, or when a written contract was otherwise prepared), and were they approved by personnel authorized by the Governing Board before issuance to vendors?</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>5. Were purchase orders prepared before the goods or services were ordered?</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>6. If the District used blanket purchase orders, did they cover a definite time period and specify an expenditure limit?</td>
<td>YES</td>
<td></td>
</tr>
</tbody>
</table>

For Expenditures questions 7, 10, and 11, the audit firm must select and test a specified number of transactions based on the District’s ADM as shown in the table below. The listed sample sizes represent the minimum level of required test work. The audit firm should use their judgment in determining whether a larger sample is needed.

<table>
<thead>
<tr>
<th>District ADM</th>
<th>Sample Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;1,000</td>
<td>5</td>
</tr>
<tr>
<td>1,000-5,000</td>
<td>10</td>
</tr>
<tr>
<td>&gt;5,000</td>
<td>15</td>
</tr>
</tbody>
</table>

In the parentheses provided in questions 7, 10, and 11, indicate the actual number of transactions tested. If all transactions were tested, indicate such in the “Comments” column. For question 7, at least 40 percent of the number of expenditures tested must be for purchases made through competitive sealed bids and at least 40 percent of the number of expenditures tested must be for purchases made through competitive sealed proposals. If these 40 percent thresholds cannot be met due to an inadequate population size, the audit firm must test all expenditures made through competitive sealed bids or made through competitive sealed proposals. Of the expenditures selected above, at least one expenditure should be for traditional construction (design-bid-build), and at least one expenditure should be for construction-manager-at-risk, design-build, job-order-contracting (question 7.b.13), or qualified select bidders list (question 7.d), if applicable.

7. Based upon review of (7) expenditures [4 invitation for bids (IFB’s) and 3 requests for proposals (RFP’s)] for the procurement of construction, materials, and services that exceeded $33,689 ($50,000, effective for purchases after April 26, 2010) did the District follow the School District Procurement Rules (R7-2-1001 et seq)? Population exhausted.
### USFR COMPLIANCE QUESTIONNAIRE

<table>
<thead>
<tr>
<th>YES/NO</th>
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</table>

**a. For purchases made through competitive sealed bidding, did the District:**

1) Give adequate notice of the IFB? R7-2-1022
   - **YES**

2) Compile and maintain a list of prospective bidders (that requested to be added to a list of prospective bidders, if any)? R7-2-1023
   - **YES**

3) Issue the IFB at least 14 days before the time and date set for bid opening unless a shorter time was determined necessary, and did the IFB include all required information, including purchase specifications? R7-2-1024
   - **YES**

4) Stamp sealed bids with the time and date upon receipt and store bids unopened until the time and date set for bid opening? R7-2-1029
   - **YES**

5) Award contracts to the lowest responsible and responsive bidder whose bid conformed, in all material respects, to the requirements and evaluation criteria set forth in the IFB? R7-2-1031
   - **YES**

6) If a multiple award\(^2\) was made, determine, with the specific reason(s) in writing, that a single award was not advantageous to the District?
   - a) Maintain documentation that supported the basis for a multiple award?
     - **YES**
   - b) Limit contract awards to the least number of suppliers necessary to meet the requirements of the District?
     - **YES**

7) For contracts where only one responsive bid was received, determine that the price submitted was fair and reasonable, and that either other prospective bidders had reasonable opportunity to respond or there was not adequate time for resolicitation? R7-2-1032
   - **YES**

8) Maintain documentation that supported the basis for the determination in 7) above?
   - **YES**

**b. For purchases made through competitive sealed proposals, did the District:**

1) Determine that the use of competitive sealed bids was either not practicable or not advantageous to the District based on one or more of the criteria in R7-2-1041?
   - **YES**

2) Maintain documentation that supported the basis for the determination in 1) above?
   - **YES**

3) Include all applicable factors in the RFP? R7-2-1042(A)
   - **YES**

4) Give adequate notice of the RFP? R7-2-1042(C)
   - **YES**

5) Compile and maintain a list of prospective bidders (that requested to be added to a list of prospective bidders, if any)? R7-2-1023
   - **YES**

6) Issue the RFP at least 14 days before the closing date and time for receipt of proposals unless a shorter time was determined necessary? R7-2-1042(B)
   - **YES**

---

\(^2\) Examples of multiple awards include—

- Incremental awards—made only if it is necessary to obtain the required quantity or delivery terms.
- Regional awards—made if materials or services are required in widely scattered locations or a particular requirement is of a local nature.
### USFR COMPLIANCE QUESTIONNAIRE

<table>
<thead>
<tr>
<th>Question</th>
<th>YES/NO</th>
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</tr>
</thead>
<tbody>
<tr>
<td>7) Stamp sealed proposals with the time and date upon receipt and store proposals unopened until the closing date and time for receipt of proposals? R7-2-1045</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>8) Award the contract to the offeror whose proposal was determined, with specific reason(s) in writing, to be most advantageous to the District based on the factors set forth in the RFP? R7-2-1050</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>9) Maintain documentation that supported the basis for the determination in 8) above?</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>10) If a multiple award was made, determine, with the specific reason(s) in writing, that a single award was not advantageous to the District?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Maintain documentation that supported the basis for a multiple award?</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>b) Limit contract awards to the least number of suppliers necessary to meet the requirements of the District?</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>11) For contracts where only one responsive proposal was received, determine that the price submitted was fair and reasonable, and that either other prospective bidders had reasonable opportunity to respond or there was not adequate time for resolicitation? R7-2-1045(C)</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>12) Maintain documentation that supported the basis for the determination in 11) above?</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>13) If the District used construction-manager-at-risk, design-build, or job-order-contracting to procure construction services, did the District comply with the requirements of R7-2-1116 and, for procurements commenced after July 29, 2010, Laws 2010, Chapter 283?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. If the District used an advisor(s) to assist with the specifications or procurement in specific areas, did the District comply with the requirements of R7-2-1007?</td>
<td>N/A</td>
<td>No such procurements.</td>
</tr>
<tr>
<td>d. If the District used a qualified select bidders list to procure construction services, did the District comply with the requirements of R7-2-1110?</td>
<td>N/A</td>
<td>No such procurements.</td>
</tr>
<tr>
<td>e. If the District procured goods and information services using electronic, on-line bidding, did the District comply with the requirements of Title 41, Chapter 23, Article 13 and the rules adopted by the Arizona Department of Administration (ADOA) in implementing that article until the Arizona State Board of Education adopts rules for these procurements, after which the District should comply with those rules?</td>
<td>N/A</td>
<td>No such procurements.</td>
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<tr>
<td>f. For purchases made through the Simplified School Construction Procurement Program (R7-2-1033), did the District:</td>
<td></td>
<td></td>
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<tr>
<td>1) Ensure that construction costs did not exceed the maximum amount specified in A.R.S. §15-213(A)(2)?</td>
<td>N/A</td>
<td>No Simplified School Construction Procurement.</td>
</tr>
<tr>
<td>2) Submit solicitations to bid and all other information related to the project to all vendors included in a list maintained by the CSS?</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

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3 Examples of multiple awards include—
- Incremental awards—made only if it is necessary to obtain the required quantity or delivery terms.
- Regional awards—made if materials or services are required in widely scattered locations or a particular requirement is of a local nature.
<table>
<thead>
<tr>
<th></th>
<th>YES/NO</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>3)</td>
<td>Open the bids at a public opening?</td>
<td>N/A</td>
</tr>
<tr>
<td>4)</td>
<td>Keep the bids confidential until the public opening?</td>
<td>N/A</td>
</tr>
<tr>
<td>5)</td>
<td>Encourage competition to the maximum extent possible?</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Complete question 8 if the District acted as the lead district (i.e., obtained bids/proposals) in a purchasing cooperative.

8. Based upon review of at least 2 purchases in question 7 for which the District was the lead District in a procurement for a group of districts, or by selecting additional lead district procurements that total 2, did the District follow the procurement procedures required for competitive sealed bidding or competitive sealed proposals, as applicable, and take into consideration the total estimated volume of purchases for all districts in the group? N/A District did not act as the lead.

9. Did the District refrain from purchasing goods or services using another district's or cooperative's contract in which it was not a part of the original invitation/request where the additional purchase by the District would have materially increased the estimated volume stated in the original invitation/request? YES

10. Based upon review of (15) purchases costing at least $5,000 but less than $15,000 ($25,000 for purchases after September 22, 2010), did the District obtain and document oral price quotations from at least 3 vendors and follow the guidelines governing competitive purchasing prescribed by the USFR? YES

11. Based upon review of (14) purchases costing at least $15,000 ($25,000 for purchases after September 22, 2010), but less than $33,689 ($50,000 for purchases after April 26, 2010), did the District obtain written price quotations from at least 3 vendors and follow the guidelines governing competitive purchasing prescribed by the USFR? YES Population exhausted.

12. Did the District document an analysis of the known requirements for an item or a collection of items that, in the aggregate, would require the purchase of the item or items through the use of oral quotations, written quotations, or formal competitive bids/proposals? YES

13. Based upon review of all emergency and sole source procurements:
   a. Did the District maintain a written statement for each emergency procurement documenting the basis for the emergency, the selection of the particular contractor, and why the price paid was reasonable, and was such statement signed by the individual authorized to initiate emergency procurements? R7-2-1057 N/A No emergency procurements.
   b. Did the District retain written documentation of the Governing Board's determination that there was only one source for required materials, service, or construction items purchased through sole source procurement? (For sole source procurements below the bidding threshold, the District may follow the guidelines in #10 and #11 above or the requirements for sole source outlined in R7-2-1053) YES

14. Were purchases under current General Services Administration (GSA) contracts authorized by the Governing Board? N/A No such purchases.
<table>
<thead>
<tr>
<th>Question</th>
<th>YES/NO</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>15. Did the Governing Board determine in writing that all of the criteria listed in A.R.S. §15-213(J) applied to a GSA contract before authorizing purchases under the contract?</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>16. Did the District perform adequate due diligence for each cooperative the District purchased through during the audit period to help ensure that those purchases were in compliance with the School District Procurement Rules? (Note: Indicate below each cooperative the District purchased through and whether due diligence was adequate based on the guidelines provided in USFR Memorandum No. 248.)</td>
<td>YES</td>
<td></td>
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<tr>
<td>Cooperative:</td>
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<td>Mohave</td>
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<td>WISCA</td>
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<tr>
<td>17. Were receiving reports prepared for all goods and services received, except for exempted items? Was the date of receipt, quantity received, and signature of the recipient noted on each receiving report?</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>18. Did the accounts payable function include maintaining documentation and matching receiving reports, vendor invoices, and purchase orders before payment?</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>19. Did the Governing Board establish and maintain formal, written policies in accordance with USFR pages VI-G-7 and 8 governing the use of credit cards?</td>
<td>N/A</td>
<td>No credit cards.</td>
</tr>
<tr>
<td>For question 20, the audit firm must judgmentally select at least 3 monthly credit card (including fuel card) statements in total (from different cards/accounts, if the district has more than 1 card/account) and scan the statements for unusual or inappropriate purchases, or purchases not made within the District's policies and procedures. Then judgmentally select at least 5 individual transactions in total to review from the statements selected above, in addition to any unusual or inappropriate purchases noted on the statements selected.</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>20. Based on a scan of the statements and a review of the judgmentally selected credit card transactions, were credit card purchases only for expenditures requiring immediate payment, for authorized school purposes, within the dollar limits set by the Governing Board, and supported by appropriate receipts that clearly identify the employee making the purchase? (Note: If the answer is &quot;No&quot;, the &quot;Comments&quot; should clearly indicate which of the above requirements were not complied with.)</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>21. If the District used purchasing cards (p-cards), were policies and procedures in place to monitor transactions and identify misuse (including ensuring transactions were for authorized school purposes, within dollar limits set by the Governing Board, and limited to applicable vendors)?</td>
<td>YES</td>
<td></td>
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</tbody>
</table>
USFR COMPLIANCE QUESTIONNAIRE

For question 22, the audit firm must judgmentally select at least 3 monthly p-card (including fuel card) statements in total (from different cards/accounts, if the District has more than 1 card/account) and scan the statements for unusual or inappropriate purchases, or purchases not made within the District's policies and procedures. Then judgmentally select at least 5 individual transactions in total to review from the statements selected above, in addition to any unusual or inappropriate purchases noted on the statements selected.

<table>
<thead>
<tr>
<th>Question</th>
<th>YES/NO</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>22. Based on a scan of the statements and a review of the judgmentally selected p-card transactions, were p-card expenditures only for authorized school purposes, within dollar limits set by the Governing Board, limited to applicable vendors, and supported by appropriate receipts that clearly identify the employee making the purchase? (Note: If the answer is “No”, the “Comments” column should clearly indicate which of the above requirements were not complied with.)</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>23. Were credit card and p-card statements paid timely to avoid finance charges and late fees?</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>24. Were warrants compared to the applicable voucher and warrant register before distribution?</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>25. Were vouchers and supporting documentation, including invoices, stamped “paid” or otherwise marked to help prevent duplicate payments?</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>26. Did the District prepare, for all levy funds, a list of liabilities by fund and program for goods or services received but not paid for by June 30 and file an Advice of Encumbrance based on the list with the CSS by July 18?</td>
<td>N/A</td>
<td>District participates in the Accounting Responsibility Program.</td>
</tr>
<tr>
<td>27. Was the amount encumbered on the Advice of Encumbrance for each levy fund equal to or less than the fund’s unexpended budget balance?</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>28. Did the District expend extracurricular activities fees tax credit monies only for activities that qualify as eligible activities under A.R.S. §§43-1089.01 and 15-342(24) [i.e., is the activity school sponsored, for enrolled students, educational, optional, and noncredit; and does the school charge a fee for the activity?]</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>29. If the District used building renewal monies for routine preventative maintenance,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Did the expenditures meet the definition of “routine preventative maintenance” as defined in A.R.S. §15-2031?</td>
<td>N/A</td>
<td>No routine preventative maintenance.</td>
</tr>
<tr>
<td>b. Did the District limit spending out of the Building Renewal Fund for routine preventative maintenance to 8 percent of the building renewal amount calculated in A.R.S. §15-2031?</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>c. Did the District use the monies to supplement and not supplant expenditures from other funds for the maintenance of school buildings?</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>30. If the School Facilities Board found the District’s facilities were inadequately maintained pursuant to the District’s routine preventative maintenance guidelines, did the District use Building Renewal monies pursuant to A.R.S. §15-2031 to return the facilities to compliance with the guidelines?</td>
<td>N/A</td>
<td>District facilities adequately maintained.</td>
</tr>
<tr>
<td>31. Did the District deposit monies received from a Joint Technical Education District (JTED) into a separate fund and expend the monies from that fund only for vocational education?</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>32. Did the District use monies received from a JTED to supplement, YES rather than supplant, its base year vocational education spending (see USFR Memorandum No. 219 for guidance on determining JTED supplanting)?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
USFR COMPLIANCE QUESTIONNAIRE

CLASSROOM SITE FUND

1. Did the District properly allocate total Classroom Site Fund (CSF) revenues among the following funds: 011 - Base Salary (20%), 012 - Performance Pay (40%), and 013 - Other (40%), as required by A.R.S. §15-977?

   YES

   YES

2. For Fund 011, were expenditures only for teacher base salary increases, employment-related expenses, and registered warrant expense?

   YES

3. For Fund 012, were expenditures only for performance-based teacher compensation increases, employment-related expenses, and registered warrant expense, in accordance with the performance pay plan adopted by the Governing Board as required by A.R.S. §15-977?

   YES

4. For Fund 013, were expenditures only for class size reduction, teacher compensation increases, AIMS intervention programs, teacher development, dropout prevention programs, teacher liability insurance premiums, and registered warrant expense?

   YES

5. For Fund 013, were monies spent for class size reduction, AIMS intervention, and dropout prevention programs used only for instructional purposes as defined under the instruction function in the USFR Chart of Accounts and not used for school sponsored athletics?

   N/A

   No Fund 013 monies spent for class size reduction, AIMS intervention, or dropout programs.

6. Did the District record CSF revenues and expenditures in the separate CSFs (011-013) throughout the fiscal year, as monies were received and expended, rather than at year end?

   YES

7. Did the District use CSF monies to supplement, rather than supplant, existing funding from all other sources (see USFR Memorandum No. 194 for guidance on CSFs)?

   YES

8. If the District coded expenditures to any of the individual CSFs (011-013) that caused the District to exceed the CSF budget limit or the appropriate percentage allocation for the individual funds, did the District reclassify the expenditures to the M&O or other Special Revenue Funds?

   N/A

   No over-expenditures.

9. If the District had a budget balance remaining at year-end in any of the three CSFs (011-013), were balances carried forward in the same funds to ensure that the restrictions placed on the original allocation of revenues is applied in future years?

   YES

PAYROLL

1. Were payroll processing responsibilities (payroll preparation, payroll authorization, and warrant distribution) adequately separated among employees? If this was not possible due to the District’s limited staff size, were adequate review procedures in place?

   YES

2. Were written personnel and payroll policies and procedures established by the Governing Board and available to employees?

   YES

3. Did the District establish a delayed payroll system so that employees were paid only the amount actually earned?

   YES

4. Did the District have adequate controls in place, in addition to a delayed payroll system, to ensure that the annual compensation of employees receiving prorated wage payments (for both continuing employees and employees that terminated employment during the year) was equal to the amount actually earned?

   YES
5. Were adjustments to the annual compensation of hourly employees who were receiving prorated wage payments based on the employee's official hourly rate of pay that was used to calculate the original annual compensation amount? **YES**

6. Did individual personnel files include appropriate supporting documentation, as listed on USFR pages VI-H-2 through 4? **NO** See Appendix A #3.

7. Was state retirement withheld from the salaries of all participating employees who worked at least 20 weeks in the fiscal year and at least 20 hours a week, as defined in A.R.S. §38-711? **YES**

8. Did the District maintain a system to account for the accrual and use of vacation, sick leave, and compensatory time for all employees on an ongoing basis? **YES**

9. Did the District's policies governing leave time include prescribed accrual rates for specified years of service, maximum amounts to be accrued, and disposition of accrued time upon termination of employment? **YES**

10. Were individual time sheets, or equivalent, prepared for each hourly employee (for each pay period), signed by the employee, and approved by the employee's supervisor? **YES**

11. Was all overtime pay paid no later than 16 days after the end of the most recent pay period, in accordance with A.R.S. §23-351(C)(3)? **YES**

12. Were payroll registers supported by properly authorized notifications of employment, terminations, pay rate changes, withholding and voluntary deduction authorization forms, and work attendance records? **YES**

13. Were completed payroll registers or prepayroll registers reviewed and approved by the business manager or other responsible employee? **YES**

14. Were payroll warrants compared to the payroll register on a test basis prior to distribution to employees? **YES**

**TRAVEL**

1. Did the Governing Board prescribe policies and procedures for reimbursing lodging and per diem expenditures incurred for District purposes, and were the amounts (exclusive of taxes) within the maximums established by the Director of ADOA (see the latest USFR Memorandum regarding travel expenditures)? **YES**

2. Did the District reimburse mileage at the standard rate established by ADOA? **YES**

3. Were all meal reimbursements for travel with no overnight stay or no substantial sleep/rest reported as a taxable employee benefit (see the latest USFR Memorandum regarding travel expenditures)? **N/A** No such reimbursements.

4. Although not allowed by statute, if amounts exceeded the limits set by ADOA, did the District include amounts in excess of the Internal Revenue Service limits authorized in IRS Publication 1542 in employees' income on Form W-2? **N/A** District did not exceed limits.
## USFR COMPLIANCE QUESTIONNAIRE

### FINANCIAL REPORTING

<table>
<thead>
<tr>
<th>Yes/No</th>
<th>Comments</th>
</tr>
</thead>
</table>

1. Was the annual financial report (AFR), and the AFR summary (if one was prepared), sent to the CSS and the Superintendent of Public Instruction by October 15? A.R.S. §15-904(A)  
   - Yes

2. Was the AFR or the AFR summary published, mailed, or transmitted electronically to ADE on or before November 15? If published, was publication in a newspaper of general circulation within the District or in the County’s official newspaper? If mailed, was a copy mailed to each household in the District? If transmitted electronically to ADE, was a link provided on the District’s Web site to ADE’s Web site that contained the AFR?  
   - Yes

3. Was the publisher’s affidavit of publication filed within 30 days of publication or was a screen shot of the web link emailed to the Superintendent of Public Instruction by November 15?  
   - Yes

4. Was the AFR signed by a majority of Governing Board members, and did the President of the Governing Board complete and sign the certification on the AFR summary (if one was prepared)?  
   - Yes

5. Did budgeted expenditures as reported on the AFR agree with the District’s most recently revised, adopted expenditure budget?  
   - Yes

6. Did actual revenues and expenditures as reported on the AFR agree with the District’s accounting records?  
   - Yes

7. Was all required information included in the AFR?  
   - Yes

8. Was adequate documentation retained to support amounts reported on the AFR and in the financial statements?  
   - Yes

### INFORMATION TECHNOLOGY (IT)

<table>
<thead>
<tr>
<th>Yes/No</th>
<th>Comments</th>
</tr>
</thead>
</table>

1. Was adequate separation of responsibilities maintained for the authorization, programming, and operation of the IT system? If this was not possible due to the District’s limited staff size, were adequate review procedures in place?  
   - Yes

2. Were IT system software and hardware physically safeguarded from improper access, theft, and environmental hazards, and did backup procedures ensure uninterrupted operations and minimal loss of data?  
   - Yes

3. Was data properly authorized and approved prior to processing, and was the processing of data periodically reviewed by a designated employee to ensure the completeness and accuracy of processed data?  
   - Yes

4. Did the IT system generate error reports for data submitted for processing, and were these reports reviewed and the necessary corrections submitted for approval?  
   - Yes

5. Was there written documentation of IT policies and procedures for programming, operating, and modifying the system, and was such documentation available to the appropriate personnel?  
   - Yes

6. Were system permission controls used to restrict access to programs and data files through the use of user names and passwords and were passwords required to be updated periodically?  
   - Yes

7. Were output control totals or processing control totals used to control processing activities?  
   - Yes

8. Did an audit trail enable tracing of electronic transactions from inception to final disposition?  
   - Yes

9. Were application and general controls adequate to safeguard the integrity of financial data?  
   - Yes
## COOPERATIVE AGREEMENTS AND REGIONAL SERVICES

<table>
<thead>
<tr>
<th></th>
<th>YES/NO</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Did the District have a fully executed copy of each intergovernmental agreement (IGA) on file?</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>2. If the District was the fiscal agent, were the IGA monies maintained in the appropriate fund at the County Treasurer, and was a monthly financial report of receipts and disbursements provided to participants?</td>
<td>N/A</td>
<td>District was not the fiscal agent.</td>
</tr>
</tbody>
</table>

## STUDENT ATTENDANCE REPORTING

If test work performed in questions 3–17, and 20 of this section discloses a net overstatement or understatement of membership and/or absence days, report the net overstatement or understatement in the “Comments” column next to each applicable question.

1. Was school in session for at least 180 days or 144 days for districts operating on a 4-day week, or did the governing board adopt a calendar with an equivalent number of minutes of instruction per school year based on a different number of days of instruction and were membership and attendance recorded electronically for each day school was in session? A.R.S. §§15-902(H), (I) and (J), and 15-341.01

2. Did the District ensure that [A.R.S. §15-901(A)(2)]:
   - Instructional hours do not include periods of the day in which an instructional program or course of study is not being offered, including, but not limited to lunch, recesses, home room periods, study hall periods, and early release or late start hours. ADE’s *School Finance Procedures Manual*
   - a. Preschool children with disabilities were enrolled in a program that met at least 360 minutes a week? YES
   - b. Kindergarten was in session for at least 356 hours? YES
   - c. Grades 1 through 3 were in session for at least 712 hours? YES
   - d. Grades 4 through 6 were in session for at least 890 hours? YES
   - e. Grades 7 and 8 were in session for at least 1,068 hours for FY 2010 (1,000 hours for FY 2011 and thereafter)? YES
   - f. For high school, a full-time instructional program meets at least 720 hours during the minimum number of days required? YES
   - g. For high school, a full-time instructional program includes at least four subjects, each of which if taught each school day for the minimum number of days required in a school year, would meet a minimum of 123 hours a year; or any number of subjects totaling at least 20 hours per week, prorated for any week with fewer than 5 school days? YES
USFR COMPLIANCE QUESTIONNAIRE

For Student Attendance Reporting questions 3-17, the audit firm must select and test the specified number of transactions (records, entries, withdrawals, or days) as shown in the sample size instructions before each section. Those samples should include 3 or more grade levels and 3 or more schools, where applicable. The listed sample sizes represent the minimum level of required test work. The audit firm should use its judgment in determining whether a larger sample is needed. All student attendance records tested in steps 3-12 and 17 should be selected from the 100th day reporting period.

In the parentheses provided in questions 3-17, write the actual number of transactions tested. If all transactions were tested, indicate such in the “Comments” column.

For questions 3-5, select at least 3 student attendance records.

3. If the District had an early (pre-) kindergarten program, based upon review of (3) early (pre-) kindergarten students’ attendance records, does the District only calculate and submit ADM for this program for students with disabilities, in accordance with ADE’s School Finance Procedures Manual? A.R.S. §15-901(A)(2)(a)(i), and USFR Memorandum No. 175

4. Based upon review of (3) students’ attendance records in kindergarten programs with instructional time between 356 and 692 hours a year, were students not in attendance for at least three-quarters of the day counted as being absent? If the instructional time for the year was 692 hours or more, were students not in attendance at least one-half of the day counted as being absent? A.R.S. §§15-901(A)(2)(a)(i) and 15-901(A)(6)(a)(i)

5. If the District had an early first grade program, based upon review of (___) early first grade students’ attendance records, did the District calculate and submit ADM for this program as it would for kindergarten in accordance with ADE’s School Finance Procedures Manual? A.R.S §15-901(A)(2)(b)(i) and USFR Memorandum No. 175

For questions 6 and 7, use the following sample sizes:

<table>
<thead>
<tr>
<th>Student Attendance District ADM</th>
<th>Records</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;1,000</td>
<td>5</td>
</tr>
<tr>
<td>1,000-5,000</td>
<td>10</td>
</tr>
<tr>
<td>&gt;5,000</td>
<td>15</td>
</tr>
</tbody>
</table>

6. Based upon review of (15) students’ attendance records at elementary and junior high schools in which attendance was based on half days, were students in attendance for less than one-half the day counted as being absent for one full day? Were students in attendance for at least one-half day, but less than three-quarters of a day, counted as being absent for one-half day? Were students in attendance for at least three-quarters of a day counted in attendance for a day? A.R.S. §15-901(A)(6)(b)(ii)

7. Based upon review of (___) students’ attendance records at elementary and junior high schools where attendance was based on quarter days, were students in attendance for more than three-quarters of the day or less counted in attendance for each quarter of the day in attendance? A.R.S. §15-901(A)(6)(b)(i)

9/10
For questions 8–14, use the following sample sizes:

<table>
<thead>
<tr>
<th>District ADM Records</th>
<th>Student Attendance Records</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;1,000</td>
<td>3</td>
</tr>
<tr>
<td>1,000–5,000</td>
<td>5</td>
</tr>
<tr>
<td>&gt;5,000</td>
<td>7</td>
</tr>
</tbody>
</table>

8. Based upon review of (_J_) high school students’ attendance records whose attendance was reported in terms of absences, for all absence days reported in a 1 month period, did the District report absences in accordance with the method(s) provided in ADE’s School Finance Procedures Manual?  

NO  

See Appendix A #4.

9. For schools approved to report minutes of attendance, based upon review of the attendance records for a 1 month period for (_J_) students whose attendance was reported in minutes, did the District report minutes of attendance only for actual classroom instruction attended by the students in accordance with ADE’s School Finance Procedures Manual?  

N/A  

Attendance reported in terms of absences.

10. Based upon review of (_J_) high school students’ attendance records, did the District prorate the membership of the students enrolled in less than four subjects or the equivalent as provided in ADE’s School Finance Procedures Manual?  

YES

11. For students enrolled in a program provided by a JTED in a facility owned or operated by a school district in which the student is enrolled:

a. For school districts - Based on a review of (_J_) students’ attendance records, did the District report the actual enrollment and attendance data for only the District classes the student was enrolled in at that school (excluding JTED program classes) under the District’s CTDS number?  

YES

b. For school districts - Based on the review of (_J_) students’ attendance records for all absence days reported in a 1 month period, did the District calculate absences in accordance with the chart and scenarios provided in ADE’s School Finance Procedures Manual based on the number of District classes the student was enrolled in and attended (excluding JTED program classes)?

YES

c. For JTED satellite classes—Based on a review of (_J_) students’ attendance records, did the JTED report actual enrollment and attendance data for only the JTED program classes the student was enrolled in at that satellite location (excluding school district classes)?

YES

(Note: ADE’s system calculates the allocation of membership ensuring that the total membership claimed for the school district and the JTED satellite locations did not exceed 1.25.)

12. Based on a review of (_J_) students’ attendance records for students enrolled in a course that meets for at least 150 minutes per class period, at a centralized campus owned and operated by a JTED, did the District report average daily membership for those students at 0.75? A.R.S. §15-393(O)

N/A  

Not a JTED centralized campus.

13. For school districts offering an Arizona Online Instruction (AOI) Program, based upon review of (_J_) AOI students’ attendance records for 4 weeks:

a. Was the guardian-approved or District computer-generated daily log describing the amount of time spent by the student on academic tasks maintained by the participating AOI school?

YES  

Population exhausted.
USFR COMPLIANCE QUESTIONNAIRE

YES/NO
YES

b. Did the hours reported to ADE agree to the guardian-approved or District computer-generated daily log?

Yes/No Comments

YES
Population exhausted.

14. Based upon review of (7) students’ attendance records (all grades) for students withdrawn for having ten consecutive unexcused absences, was the student only counted in membership through the last day of actual attendance? A.R.S. §15-901(A)(2)

YES

For questions 15 and 16, use the following sample sizes:

<table>
<thead>
<tr>
<th>District ADM Entries/Withdrawals</th>
<th>&lt;1,000</th>
<th>1,000-5,000</th>
<th>&gt;5,000</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5</td>
<td>10</td>
<td>15</td>
</tr>
</tbody>
</table>

15. Based upon review of (15) entries (Note: Enrollment forms are not required for continuing students at the same school):

a. Were entry dates entered into the District’s computerized attendance system within 5 working days after the actual date of entry and was documentation maintained to support the date of data entry?

Yes/No Comments

YES

b. Did the entry date in the computerized attendance system agree to the entry form?

Yes/No Comments

N/A
Computerized system.

c. Did the teachers’ attendance registers, if used, and other documentation support the entry date in the computerized attendance system?

Yes/No Comments

YES

16. Based upon review (15) withdrawals:

a. Were the withdrawal dates entered into the District’s computerized attendance system within 5 working days after the actual day of withdrawal and was documentation maintained to support the date of data entry? (Note: “Day of withdrawal” means: a. the later of the student’s withdrawal date or the day the District was notified the student will not be returning; or b. the 10th day of non-attendance for students withdrawn for having ten consecutive unexcused absences.)

Yes/No Comments

YES

b. Did the withdrawal date in the attendance system agree to the withdrawal form? (Note: If the computerized attendance system requires the District to input the first day of non-attendance for a student to be counted in membership through the last day of actual attendance, the withdrawal date on the system should be the school day following the withdrawal date on the form.)

Yes/No Comments

N/A
Computerized system.

c. Did the teachers’ attendance registers, if used, and other supporting documentation support the withdrawal date in the computerized attendance system?

Yes/No Comments

N/A
Computerized system.
**USFR COMPLIANCE QUESTIONNAIRE**

<table>
<thead>
<tr>
<th>YES/NO</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td></td>
</tr>
</tbody>
</table>

**For question 17, use the following sample sizes:**

<table>
<thead>
<tr>
<th>District ADM</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;1,000</td>
<td>3</td>
</tr>
<tr>
<td>1,000-5,000</td>
<td>5</td>
</tr>
<tr>
<td>&gt;5,000</td>
<td>7</td>
</tr>
</tbody>
</table>

17. Based upon review of (___) days for various schools, grades, and classes in the computerized attendance system, did the student absences from each day agree to the teachers’ attendance registers, absence slips, or other supporting documentation, if used? N/A District used only a computerized attendance system.

18. Did the District have adequate electronic or manual controls in place to ensure that any changes to the original record of student attendance data were properly authorized and documented, including the names or identification numbers of the persons making and authorizing the changes? YES

19. Was the District’s membership/absence information submitted to ADE electronically at least once every 20 school days through the last day of instruction (With the first 20 day period beginning on the first day of school or the opening of SAIS for current fiscal year data submission, whichever is later)? A.R.S. §15-1042(H) YES

20. Based upon review of the District’s 40th and 100th day information uploaded to ADE, did the membership and absences agree to the District’s computerized attendance system records? (Note: For an AOI Program, review year-end attendance information.) YES

21. Did student counts reported on the Budget Work Sheets agree with the student counts on ADE’s Recalculated State Aid ADM Counts Report (ADMS 46-1)? YES

**TRANSPORTATION SUPPORT**

If test work performed in questions 2 and 3 of this section discloses a net under/overstatement of eligible students, and/or overstatement of route miles or bus token and pass expenditures, report the net amount of the under/overstatement in the “Comments” column next to each applicable question.

1. Did the District retain documentation to support the amounts entered on the Transportation Route Report submitted to ADE? YES

2. Did the students reported as eligible students on the Transportation Route Report meet the definition in A.R.S. §15-901(A)(9)? YES

3. Did the approved daily route miles, number of eligible students transported, annual expenditure for bus tokens and passes, and the handicapped extended school year route miles reported on Budget Work Sheet D agree with the ADE Transportation Route Report (TRAN 55-1)? YES

**RECORDS MANAGEMENT**


2. Did the District have policies and procedures to address the maintenance and disposition of confidential records, such as, student information and social security numbers? YES
# USFR COMPLIANCE QUESTIONNAIRE

## FOOD SERVICE FUND

<table>
<thead>
<tr>
<th>NO.</th>
<th>QUESTION</th>
<th>YES/NO</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Was cash adequately safeguarded?</td>
<td><strong>YES</strong></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Was all cash received in the operation of the District's food service</td>
<td><strong>YES</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>program deposited either in the Food Service Fund clearing bank</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>account or directly with the County Treasurer daily, if practicable,</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>or at least weekly?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>If a Food Service Fund revolving bank account was used, was the</td>
<td>N/A</td>
<td>No such</td>
</tr>
<tr>
<td></td>
<td>amount of the revolving fund limited to $500, was the account used</td>
<td></td>
<td>account.</td>
</tr>
<tr>
<td></td>
<td>only for statutorily prescribed purposes, and were checks signed by</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>two bonded employees appointed by the Governing Board?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Were meal cards or tickets prenumbered, numerically controlled,</td>
<td>N/A</td>
<td>No such</td>
</tr>
<tr>
<td></td>
<td>and adequately safeguarded prior to issuance?</td>
<td></td>
<td>items.</td>
</tr>
<tr>
<td>5.</td>
<td>If a computerized system was used for meal cards, were proper controls</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>in place?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Were daily reports prepared that document a reconciliation of meal</td>
<td><strong>YES</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>sales to cash collections, and were cash overages and shortages</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>resolved?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Were checks drawn on the Food Service Fund clearing account made</td>
<td><strong>YES</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>payable only to the County Treasurer?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Did the actual expenditures as reported in the M&amp;O Fund 001 and</td>
<td><strong>YES</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Capital Projects Funds 610 &amp; 625 columns on the Food Service page of the</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>AFR agree with the District's accounting records?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Were expenditures reported in the M&amp;O Fund 001 and Capital</td>
<td><strong>YES</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Projects Funds 610 &amp; 625 columns on the Food Service page of the AFR</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>classified in accordance with the USFR Chart of Accounts?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## AUXILIARY OPERATIONS FUND

<table>
<thead>
<tr>
<th>NO.</th>
<th>QUESTION</th>
<th>YES/NO</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Did the Auxiliary Operations Fund include all monies raised in connection</td>
<td><strong>YES</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>with the activities of school bookstores and athletics?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Did the District use an auxiliary operations ticket log to control the</td>
<td><strong>YES</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>issuance of tickets for athletic events?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Were receipt forms and tickets prenumbered and numerically controlled?</td>
<td><strong>YES</strong></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Did the District prepare daily sales summaries of bookstore operations</td>
<td><strong>YES</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>and athletic ticket sales that provided a reconciliation between</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>recorded sales and actual cash collected?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Were cash receipts deposited intact daily, if material, or at least</td>
<td><strong>YES</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>weekly?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Were bank reconciliations prepared monthly by an employee not involved</td>
<td><strong>YES</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>with cash-handling and recordkeeping? If this was not possible due to the</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>District’s limited staff size, were adequate review procedures in place?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Were checks signed by two employees designated by the Governing Board?</td>
<td><strong>YES</strong></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Were Auxiliary Operations Fund revolving bank accounts and petty cash</td>
<td>N/A</td>
<td>No such</td>
</tr>
<tr>
<td></td>
<td>funds established from the Auxiliary Operations Fund in amounts approved</td>
<td></td>
<td>accounts.</td>
</tr>
<tr>
<td></td>
<td>by the Governing Board, and operated on an imprest basis?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**USFR COMPLIANCE QUESTIONNAIRE**

<table>
<thead>
<tr>
<th>STUDENT ACTIVITIES FUND</th>
<th>YES/NO</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Did the Governing Board appoint a student activities treasurer and, if applicable, assistant student activities treasurers?</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>2. Did the Student Activities Fund include only monies of student clubs, organizations, school plays, or other student entertainment that were raised through the efforts of students with the approval of the Governing Board? (Note: Raffles, bingo, and other forms of gambling are not legal events for student clubs.)</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>3. Were all Student Activities Fund monies deposited in a bank account designated as the Student Activities Fund bank account?</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>4. Were monies deposited daily, if material, or at least weekly?</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>5. Were reports prepared that reconciled sales to cash collected at student activities' events? (When applicable, sales should be documented using tickets, prenumbered cash receipts, a cash register, or count of items on hand before and after a sale.)</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>6. Were bank reconciliations prepared monthly by an employee not involved with cash-handling and recordkeeping? If this was not possible due to the District's limited staff size, were adequate review procedures in place?</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>7. Was cash available in the student club accounts verified before disbursements were made?</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>8. Were disbursements from the Student Activities Fund bank account properly authorized by or on behalf of the student members of a particular club and documented in the club minutes?</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>9. Were checks drawn on the Student Activities Fund bank account signed by the student activities treasurer or assistant treasurer and one other person authorized by the Governing Board? A.R.S. §15-1122</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>10. Were intrafund transfers (transfers of monies among student clubs) properly authorized?</td>
<td>YES</td>
<td></td>
</tr>
</tbody>
</table>

**GENERAL LONG-TERM DEBT**

<table>
<thead>
<tr>
<th></th>
<th>N/A</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Was class B bonded indebtedness for a nonunified district less than the greater of $1,500 per student count or 5 percent of the assessed valuation of taxable property used for secondary property tax purposes within the District? A.R.S. §15-1021(B)</td>
<td>Unified district.</td>
<td></td>
</tr>
<tr>
<td>2. Was class B bonded indebtedness for a unified district less than the greater of $1,500 per student count or 10 percent of the assessed valuation of taxable property used for secondary property tax purposes within the District? A.R.S. §15-1021(D)</td>
<td>However, no class B bonds issued in the 2011-12 fiscal year.</td>
<td></td>
</tr>
<tr>
<td>3. Was total bonded indebtedness for a nonunified district 15 percent or less, or for a unified district 30 percent or less of the assessed valuation of taxable property used for secondary property tax purposes within the District? A.R.S. §15-1021 (B) and (D)</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>4. Did the District refrain from expending bond proceeds for items having useful lives less than the average useful life of the bonds issued or 5 years? A.R.S. §15-1021(F)</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>5. If the District had outstanding bonded indebtedness and a balance remained in the Bond Building Fund after the acquisition or construction of facilities for which the bonds were issued, did the Governing Board transfer the balance to the Debt Service Fund? A.R.S. §15-1024(B)</td>
<td>N/A</td>
<td>No Bond Building Fund.</td>
</tr>
</tbody>
</table>
### USFR COMPLIANCE QUESTIONNAIRE

<table>
<thead>
<tr>
<th>YES/NO</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>No Bond Building Fund.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>YES/NO</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>No Bond Building Fund.</td>
</tr>
</tbody>
</table>

#### GOVERNING BOARD/MANAGEMENT PROCEDURES

1. Were written minutes prepared or a recording made of Governing Board meetings? A.R.S. §38-43l.01(B)  
   - YES

2. Did the District maintain a conflict of interest file for employees and Governing Board members who have made such conflicts known to the District? A.R.S. §38-509  
   - YES

3. If any purchases were made from vendors identified on documents in the conflict of interest file, did the individual with the conflict refrain from voting upon or otherwise participating in any manner in such purchase?  
   - N/A

4. Did the District’s management appropriately resolve all allegations of theft, fraud, or misuse of District monies and assets in a timely manner? (Note: If the answer is other than “N/A”, the “Comments” column should include a summary of the allegation and action taken by District management.)  
   - N/A

No allegations of theft, fraud, or misuse identified during fiscal year 2011-12.

This questionnaire was completed in accordance with the minimum audit standards of the Office of the Auditor General as set forth in the instructions on page 1.

HEINFELD, MEECH & CO., P.C.  
Audit Firm  
December 17, 2012  
Date

Jennifer L. Shields, CPA, CGFM  
Preparer (AUDIT FIRM Representative)  
Partner  
Title
1. The District recorded an unallowable transfer of $1,440 from the Gifts and Donations Fund to the Limited English and Immigrant Students Fund.

2. Capital assets valued at $824,160 associated with the District's energy savings project were not added to the District's capital asset listing, as the related expenditures were not processed through the District's general ledger. However, the District subsequently made corrections to the listing in order to properly record the assets.

3. For one of five employees reviewed, the personnel file did not include the Form 1-9.

4. For one of seven student attendance records reviewed, absences were not reported correctly resulting in a net understatement of 0.25 absences.
GOVERNING BOARD ITEM

AGENDA ITEM: Information on the Principal Evaluation Process and Documentation

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

Cost: N/A  Funding Source: N/A

EXECUTIVE SUMMARY:

Administration will provide information regarding the process and documents used for the principal’s evaluation pilot.

BOARD ACTION REQUESTED:

It is recommended the Governing Board accept the information presented.

SUBMITTED BY: [Signature]  SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: ______  Second: ______  Vote: ______  AGENDA ITEM: 26
Principal Evaluation

Pilot Year

- HB 2823 and A.R.S. 15-203(A)(38) requires at least 33% student achievement and 67% professional practice
- Committee developed rubric to measure professional practice
  - ISLLC standards adopted by the National Policy Board for Educational Administration
- Training July Leadership Academy
  - Sources for Evidence Collection

<table>
<thead>
<tr>
<th>ISLLC Standards</th>
<th>Sources for Evidence Collection</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

1. Title of Building: Principal Evaluation
2. Description of Evaluation:
3. Evaluation Criteria:
4. Evaluation Methodology:
5. Evaluation Results:
6. Evaluation Findings:
7. Evaluation Recommendations:
8. Evaluation Action Plan:
9. Evaluation Follow-up:
10. Evaluation Approval:

Electronic Signature: [Signature]
Date: 4/9/2013
Process

- Fall goal setting conference
- Evidence gathering
  - Online portfolio for artifacts
  - Observation - multiple settings
- Mid-year evaluation
- Final evaluation
  - Conference regarding progress on goals & standards prior to July 1
  - Final summary post-AIMS
    - SAGS for subsequent year goals
    - PIA if warranted

Evidence Collection Tools

- Online portfolio
Next Steps

- Aggregate data from 2011-2013
- Calculate points for both components
- Determine cut scores and ratings
- Evaluate pilot
- Make appropriate revisions
- Continue to work on consistency
- Training July Leadership Academy
- Implementation Fall 2013
**ISSLC Standards - Sources for Evidence Collection**

<table>
<thead>
<tr>
<th>ISSLC Standards and Functions</th>
<th>Impact Evidence - Data Sources</th>
<th>Practice Evidence - Observable Practice</th>
</tr>
</thead>
</table>
| **1. Vision** - An education leader promotes the success of every student by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by all stakeholders. **Functions:**  
1. Collaboratively develop and implement a shared vision and mission  
2. Collect and use data to identify goals, assess organizational effectiveness, and promote organizational learning  
3. Create and implement plans to achieve goals  
4. Promote continuous and sustainable improvement  
5. Monitor and evaluate progress and revise plans | • School Mission / Vision statement, and references to that statement in documents that show its impact; e.g., program of studies, board minutes, leadership team meetings  
• Records detailing the development of the school’s mission/vision  
• Meeting agendas, minutes.  
• Data analysis,  
• CIP plans demonstrate alignment to mission  
• Implementation plan and progress reports  
• Teacher student surveys  
• School artifacts; transcripts, program of studies, school profiles, publications, web-sites  
• Student achievement results for students and teachers | • Leadership team and faculty meetings  
• Data analysis meetings  
• PLC meetings developing goals and plans  
• Principal interaction with individual teachers  
• Community meetings / forums  
• Classroom visits / shadowing students  
• Student forums  
• School events (open house, athletic/fine arts, others)  
• Communication to include mission  
• Preparation of data displays to aid in monitoring student achievement progress  
• Review of CIP at various meetings  
• Meetings to develop vision/mission |
| **2. Culture for learning** - An education leader promotes the success of every student by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional growth. **Functions:**  
1. Nurture and sustain a culture of collaboration, | • Evaluation documents  
• Evidence of monitoring student learning class by class  
• Scheduling data/master schedules  
• Curriculum documents, program of studies | • Faculty and PLC meetings  
• Teacher evaluation conferences  
• Curriculum meetings, staff development sessions  
• The “school building” – what’s posted, what’s on walls, what’s |
<table>
<thead>
<tr>
<th>ISLLC Standards and Functions</th>
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</tr>
</thead>
<tbody>
<tr>
<td>trust, learning, and high expectations</td>
<td>• Guidance curriculums / program guides</td>
<td>focused on, is student work or achievement evident in the building?</td>
</tr>
<tr>
<td>2. Create a comprehensive, rigorous, and coherent curricular program</td>
<td>• Grading data, end of course assessment data</td>
<td>• RTI process</td>
</tr>
<tr>
<td>3. Create a personalized and motivating learning environment for students</td>
<td>• Teacher / department grading criteria</td>
<td>• Use of technology in classroom and in communication throughout building</td>
</tr>
<tr>
<td>4. Supervise instruction</td>
<td>• Assessment data, attendance data</td>
<td>• Classroom observations</td>
</tr>
<tr>
<td>5. Develop assessment and accountability systems to monitor student progress</td>
<td>• Instructional policies and guidelines</td>
<td>• Rigorous targets set in PLC goals</td>
</tr>
<tr>
<td>6. Develop the instructional and leadership capacity of staff</td>
<td>• Observation data</td>
<td>• Notes from PLC meetings</td>
</tr>
<tr>
<td>7. Maximize time spent on quality instruction</td>
<td>• Observers’ / Principals’ results of calibration assessments</td>
<td>• Use of formative assessments to guide instruction and monitor progress</td>
</tr>
<tr>
<td>8. Promote the use of the most effective and appropriate technologies to support teaching and learning</td>
<td>• Percent of students meeting achievement targets</td>
<td>• Monitoring student plans</td>
</tr>
<tr>
<td>9. Monitor and evaluate the impact of the instructional program</td>
<td>• Percent of teachers rating effective on district protocol</td>
<td>• Monitoring for rigor with multiple measures</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Monitoring career and college readiness using multiple data (National Clearinghouse, graduation rates, ECAPs, regional counseling outcomes)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Progress monitoring individual student intervention and enrichment plans</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Use of Hess and other rubrics to measure rigor</td>
</tr>
</tbody>
</table>

3. Management - An education leader promotes the success of every student by ensuring management of the organization, operation, and resources for a safe, efficient, and effective learning environment.

<table>
<thead>
<tr>
<th>Impact Evidence - Data Sources</th>
<th>Practice Evidence - Observable Practice</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Budgeting, human resource management (staff allocation etc).</td>
<td>• Building condition and maintenance safety and security</td>
</tr>
<tr>
<td>• Schedule</td>
<td>• Communication to teachers</td>
</tr>
<tr>
<td>ISLLC Standards and Functions</td>
<td>Impact Evidence - Data Sources</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>---------------------------------</td>
</tr>
<tr>
<td>Functions:</td>
<td></td>
</tr>
<tr>
<td>1. Monitor and evaluate the management and operational systems</td>
<td>• Building and grounds management plans and schedules</td>
</tr>
<tr>
<td>2. Obtain, allocate, align, and efficiently utilize human, fiscal, and technological resources</td>
<td>• Building/facility inspection documents</td>
</tr>
<tr>
<td>3. Promote and protect the welfare and safety of students and staff</td>
<td>• Student/faculty handbooks</td>
</tr>
<tr>
<td>4. Develop the capacity for distributed leadership</td>
<td>• Due date compliance</td>
</tr>
<tr>
<td>5. Ensure teacher and organizational time is focused to support quality instruction and student learning</td>
<td></td>
</tr>
</tbody>
</table>

4. **Collaboration** - An education leader promotes the success of every student by collaborating with faculty and community members, responding to diverse community interests and needs, and mobilizing community resources.

**Functions:**

1. Collect and analyze data and information pertinent to the educational environment
2. Promote understanding, appreciation, and use of the community's diverse cultural, social, and intellectual resources
3. Build and sustain positive relationships with families and caregivers
4. Build and sustain productive relationships with community partners

**Impact Evidence - Data Sources**

- Meeting agendas, minutes,
- How parents are organized, volunteers, community programs
- Community Partnership agreements
- Communications with parents and community
- Community surveys
- Data on student backgrounds, income, etc
- Community involvement plans

**Practice Evidence - Observable Practice**

- Parent organization meetings
- Community meetings
- Parent conferences
- PLC conference notes
- Use of results
- Monitoring student plans
- Review of multiple data sources
- Data days

5. **Integrity and Fairness** - An education leader promotes the success of every student by acting with integrity, fairness, and in an ethical manner.

**Functions:**

- Principal written reflection on various aspects of the school, CIP plans, student data
- Principal monitors teacher

**Impact Evidence - Data Sources**

- Observation of principal in different settings
- Evaluation feedback to teachers
- Use of National Clearinghouse data
<table>
<thead>
<tr>
<th>ISLLC Standards and Functions</th>
<th>Impact Evidence – Data Sources</th>
<th>Practice Evidence – Observable Practice</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Ensure a system of accountability for every student's academic and social success</td>
<td>reflections on individual student progress</td>
<td>and other post-secondary data to monitor progress and measure results</td>
</tr>
<tr>
<td>2. Model principles of self-awareness, reflective practice, transparency, and ethical behavior</td>
<td>Disaggregation of school data to show gaps and progress of groups within the school</td>
<td></td>
</tr>
<tr>
<td>3. Safeguard the values of democracy, equity, and diversity</td>
<td>Number and nature of staff, parent and community complaints and resolution</td>
<td></td>
</tr>
<tr>
<td>4. Consider and evaluate the potential moral and legal consequences of decision-making</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Promote social justice and ensure that individual student needs inform all aspects of schooling</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Current context - An education leader promotes the success of every student by understanding, responding to, and influencing the political, social, economic, legal, and cultural context.</td>
<td>Letters, memos</td>
<td>Participation in administrative meetings with focus on future planning,</td>
</tr>
<tr>
<td>Functions:</td>
<td>RTI meeting minutes and plans</td>
<td>Presentations</td>
</tr>
<tr>
<td>1. Advocate for children, families, and caregivers</td>
<td>Documents related to participation in professional organizations</td>
<td>Using student achievement outcomes to plan for the future</td>
</tr>
<tr>
<td>2. Act to influence local, district, state, and national decisions affecting student learning</td>
<td>Documentation of participation in school-level PLC refinement process</td>
<td></td>
</tr>
<tr>
<td>3. Assess, analyze, and anticipate emerging trends and initiatives in order to adapt leadership strategies</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Dysart Unified School District Principal Evaluation

#### ISSLC STANDARDS – OBSERVATION RECORD

<table>
<thead>
<tr>
<th>ISSLC STANDARDS &amp; FUNCTIONS</th>
<th>OBSERVABLE PRACTICE</th>
<th>OBSERVATION EVENT/NOTES</th>
<th>OBSERVATION DATE/TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Vision</strong> - An education leader promotes the success of every student by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by all stakeholders. <strong>Functions:</strong></td>
<td><strong>Observation Event/Notes:</strong></td>
<td><strong>Observation Date/Time:</strong></td>
<td></td>
</tr>
</tbody>
</table>
| 1. Collaboratively develop and implement a shared vision and mission | • Leadership team and faculty meetings  
• Data analysis meetings  
• PLC meetings developing goals and plans  
• Principal interaction with individual teachers  
• Community meetings / forums  
• Classroom visits / shadowing students  
• Student forums  
• School events (open house, athletic/fine arts, others)  
• Communication to include mission – site council, parent groups, students and staff  
• Preparation of data displays to aid in monitoring student achievement progress  
• Review of CIP at various meetings  
• Meetings to develop vision/mission | | |
| 2. Collect and use data to identify goals, assess organizational effectiveness, and promote organizational learning | | | |
| 3. Create and implement plans to achieve goals | | | |
| 4. Promote continuous and sustainable improvement | | | |
| Monitor and evaluate progress and revise plans | | | |
| **2. Culture for learning** - An education leader promotes the success of every student by advocating, nurturing, and | **Observation Event/Notes:** | **Observation Date/Time:** |
|  | • Faculty and PLC meetings  
• Teacher evaluation conferences | | |
### ISSLC Standards & Functions

Sustaining a school culture and instructional program conducive to student learning and staff professional growth.

**Functions:**

1. Nurture and sustain a culture of collaboration, trust, learning, and high expectations
2. Create a comprehensive, rigorous, and coherent curricular program
3. Create a personalized and motivating learning environment for students
4. Supervise instruction
5. Develop assessment and accountability systems to monitor student progress
6. Develop the instructional and leadership capacity of staff
7. Maximize time spent on quality instruction
8. Promote the use of the most effective and appropriate technologies to support teaching and learning
9. Monitor and evaluate the impact of the instructional program

<table>
<thead>
<tr>
<th>ISSLC Standards &amp; Functions</th>
<th>Observable Practice</th>
<th>Observation Event/Notes</th>
<th>Observation Date/Time</th>
</tr>
</thead>
</table>
| **Sustaining a school culture and instructional program conducive to student learning and staff professional growth.** | • Curriculum meetings, staff development sessions  
• The “school building” — what’s posted, what’s on walls, what’s focused on, is student work or achievement evident in the building?  
• RTI process  
• Use of technology in classroom and in communication throughout building  
• Classroom observations  
• Rigorous targets set in PLC goals  
• Notes from PLC meetings  
• Use of formative assessments to guide instruction and monitor progress  
• Monitoring student plans  
• Monitoring for rigor with multiple measures  
• Monitoring career and college readiness using multiple data (National Clearinghouse, graduation rates, ECAPs, regional counseling outcomes)  
• Progress monitoring individual student intervention and enrichment plans  
• Use of Hess and other rubrics to measure rigor | | |

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Page 2
<table>
<thead>
<tr>
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<th>OBSERVABLE PRACTICE</th>
<th>OBSERVATION EVENT/NOTES</th>
<th>OBSERVATION DATE/TIME</th>
</tr>
</thead>
</table>
| 3. Management - An education leader promotes the success of every student by ensuring management of the organization, operation, and resources for a safe, efficient, and effective learning environment. | • Building condition and maintenance safety and security  
• Communication to teachers explaining the system for evaluation  
• Use of the evaluation system  
• Training and use of iPAL, Galileo, and gradebooks | | |
| Functions:  
1. Monitor and evaluate the management and operational systems  
2. Obtain, allocate, align, and efficiently utilize human, fiscal, and technological resources  
3. Promote and protect the welfare and safety of students and staff  
4. Develop the capacity for distributed leadership  
5. Ensure teacher and organizational time is focused to support quality instruction and student learning | | | |
| 4. Collaboration - An education leader promotes the success of every student by collaborating with faculty and community members, responding to diverse community interests and needs, and mobilizing community resources. | • Parent organization meetings  
• Community meetings  
• Parent conferences  
• PLC conference notes  
• Use of results  
• Monitoring student plans  
• Review of multiple data sources  
• Data days | | |
and information pertinent to the educational environment
2. Promote understanding, appreciation, and use of the community’s diverse cultural, social, and intellectual resources
3. Build and sustain positive relationships with families and caregivers
4. Build and sustain productive relationships with community partners

5. Integrity and fairness - An education leader promotes the success of every student by acting with integrity, fairness, and in an ethical manner.

**Functions:**

1. Ensure a system of accountability for every student’s academic and social success
2. Model principles of self-awareness, reflective practice, transparency, and ethical behavior
3. Safeguard the values of democracy, equity, and diversity

<table>
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<th>OBSERVATION DATE/TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>and information pertinent to the educational environment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Promote understanding, appreciation, and use of the community’s diverse cultural, social, and intellectual resources</td>
<td></td>
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</tr>
<tr>
<td>3. Build and sustain positive relationships with families and caregivers</td>
<td></td>
<td></td>
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<tr>
<td>4. Build and sustain productive relationships with community partners</td>
<td></td>
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</tbody>
</table>
| 5. Integrity and fairness - An education leader promotes the success of every student by acting with integrity, fairness, and in an ethical manner. | - Observation of principal in different settings  
  - Evaluation feedback to teachers  
  - Use of National Clearinghouse data and other post-secondary data to monitor progress and measure results | | |
<table>
<thead>
<tr>
<th>ISSLC STANDARDS &amp; FUNCTIONS</th>
<th>OBSERVABLE PRACTICE</th>
<th>OBSERVATION EVENT/NOTES</th>
<th>OBSERVATION DATE/TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. Consider and evaluate the potential moral and legal consequences of decision-making</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>5. Promote social justice and ensure that individual student needs inform all aspects of schooling</td>
<td></td>
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</tr>
<tr>
<td>6. <strong>Current context</strong> - An education leader promotes the success of every student by understanding, responding to, and influencing the political, social, economic, legal, and cultural context. <strong>Functions:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Advocate for children, families, and caregivers</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>2. Act to influence local, district, state, and national decisions affecting student learning</td>
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<td></td>
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</tr>
<tr>
<td>3. Assess, analyze, and anticipate emerging trends and initiatives in order to adapt leadership strategies</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Participation in administrative meetings with focus on future planning,</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Presentations</td>
<td></td>
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<tr>
<td></td>
<td>Using student achievement outcomes to plan for the future</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Dysart Administrator Evaluation

Administrator: ____________________________ Assignment: ____________________________

Fall Conference Date: ____________________________ CIP Approved Date: ____________________________

Review Date: ____________________________ Final Evaluation: ____________________________

Placed on Plan of Improvement: ____________________________ Review Plan of Improvement: ____________________________

Recommend Reassignment: ____________________________ Assigned to: ____________________________

Recommend Termination: ____________________________

Dysart Site Administrator Final Evaluation Summary

Performance Rubric Score (67% of total score) ____________________________

Achievement Component Score (33% of total score) ____________________________

Total Evaluation Score ____________________________

<table>
<thead>
<tr>
<th>Final Evaluation Score Rating</th>
<th>Point Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Highly Effective</td>
<td>Point Range</td>
</tr>
<tr>
<td>Effective</td>
<td>Point Range</td>
</tr>
<tr>
<td>Developing</td>
<td>Point Range</td>
</tr>
<tr>
<td>Ineffective</td>
<td>Point Range</td>
</tr>
</tbody>
</table>

Final Evaluation Rating ____________________________

_____________________________ Employee Signature ______________________________ Evaluator Signature
**Dysart School District Principal**  
**Final Evaluation Rubric Summary**

<table>
<thead>
<tr>
<th>ISSLC Standard</th>
<th>HE (3)</th>
<th>E (2)</th>
<th>D (1)</th>
<th>I (0)</th>
<th>Overall Scoring Guide</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Standard 1:</strong> A school administrator is an educational leader who promotes the success of all students by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by the school community.</td>
<td></td>
<td></td>
<td></td>
<td>15 – 18 points - Highly Effective</td>
<td></td>
</tr>
<tr>
<td><strong>Final Standard 1 Score (points):</strong></td>
<td></td>
<td></td>
<td></td>
<td>11 – 14 points - Effective</td>
<td></td>
</tr>
<tr>
<td><strong>Standard 2:</strong> A school administrator is an educational leader who promotes the success of all students by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional growth.</td>
<td></td>
<td></td>
<td></td>
<td>7 – 10 points - Developing</td>
<td></td>
</tr>
<tr>
<td><strong>Final Standard 2 Score (points):</strong></td>
<td></td>
<td></td>
<td></td>
<td>0 – 6 points - Ineffective</td>
<td></td>
</tr>
<tr>
<td><strong>Standard 3:</strong> A school administrator is an educational leader who promotes the success of all students by ensuring management of the organization, operations, and resources for a safe, efficient, and effective learning environment.</td>
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</tr>
<tr>
<td><strong>Final Standard 3 Score (points):</strong></td>
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<tr>
<td><strong>Standard 4:</strong> An education leader promotes the success of every student by collaborating with faculty and community members, responding to diverse community interests and needs, and mobilizing community resources.</td>
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<tr>
<td><strong>Final Standard 4 Score (points):</strong></td>
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</tr>
<tr>
<td><strong>Standard 5:</strong> A school administrator is an educational leader who promotes the success of all students by acting with integrity, fairness, and in an ethical manner.</td>
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</tr>
<tr>
<td><strong>Final Standard 5 Score (points):</strong></td>
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</tr>
<tr>
<td><strong>Standard 6:</strong> An education leader promotes the success of every student by understanding, responding to, and influencing the political, social, economic, legal, and cultural context.</td>
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<td></td>
</tr>
<tr>
<td><strong>Final Standard 6 Score (points):</strong></td>
<td></td>
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</tr>
</tbody>
</table>

**Employee Signature:** __________________________ **Date:** __________ **Evaluator Signature:** __________________________
# Dysart Principal Evaluation Rubric

## Standard 1

A school administrator is an educational leader who promotes the success of all students by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by the school community.

**Objective 1a:** School administrator collaboratively develops the school's vision, mission, values and goals to reflect the mission, vision, values and goals of the Dysart Unified School District. Such development is indicative of a collaborative, stakeholder endeavor including facilitation of integration throughout the community.

<table>
<thead>
<tr>
<th>Highly Effective</th>
<th>Effective</th>
<th>Developing</th>
<th>Ineffective</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Effective plus...</strong></td>
<td>Establishes continuous improvement goals for students and staff that are:</td>
<td>Vision, mission, values and continuous improvement goals of the school are:</td>
<td>Vision, mission, values and continuous improvement goals of the school do not display:</td>
</tr>
<tr>
<td>School culture is such that teachers' instructional plans reflect the continuous improvement goals of the school, leading students to achieve expected outcomes</td>
<td>Reviewed and updated each year</td>
<td>Aligned to the district mission, vision and values</td>
<td>Evidence of community involvement and/or collaboration of all stakeholder groups</td>
</tr>
<tr>
<td>School leadership team is integral in the successful collaborative process to review and update the school's vision, mission and continuous improvement goals</td>
<td>Based on the analysis of multiple sources of data</td>
<td>Reflective of a collaborative staff and community process</td>
<td>Integration into the school culture</td>
</tr>
<tr>
<td>School culture provides staff the responsibility for implementing the school's vision, mission and continuous improvement goals</td>
<td>Aligned with the District's vision, mission, values and goals</td>
<td>Focused on student achievement and based on school achievement data</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Readily available to community stakeholders</td>
<td>Evident in the school culture including communications with staff and other stakeholders</td>
<td></td>
</tr>
</tbody>
</table>

**Objective 1b:** School administrator facilitates a structure that implements the school's commitment to a continuous improvement plan that identifies strategies for the success of all students, effectively monitors student achievement progress and is based on school achievement data.

<table>
<thead>
<tr>
<th>Highly Effective</th>
<th>Effective</th>
<th>Developing</th>
<th>Ineffective</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Effective plus...</strong></td>
<td>Establishes clear and consistent processes and systems to:</td>
<td>Communication efforts regarding the continuous improvement plan identify:</td>
<td>Processes for planning and managing the design and implementation of the continuous improvement plan are not evident</td>
</tr>
<tr>
<td>School culture establishes processes and procedures that:</td>
<td>Monitor the continuous improvement plan goals, objectives and student achievement</td>
<td>Personal commitment to the continuous school and District improvement</td>
<td>School administrator does not utilize a collaborative process to develop the continuous improvement plan</td>
</tr>
<tr>
<td>Implement all aspects of the continuous improvement plan</td>
<td>Regularly revise continuous improvement goals and outcomes based on data analysis and instructional endeavors</td>
<td>Components of school's improvement plan</td>
<td>Monitoring of student and school progress toward achievement of the continuous improvement plan goals is limited and does not extend to classroom instructional strategies</td>
</tr>
<tr>
<td>Collaboratively develop effective instructional and assessment strategies to identify and address obstacles to the successful completion of the school continuous improvement plan</td>
<td>Monitoring the progress of all students</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Objective 1c: School administrator uses collaborative processes to effectively identify processes that lead to increased student achievement for all students.

<table>
<thead>
<tr>
<th>Highly Effective</th>
<th>Effective</th>
<th>Developing</th>
<th>Ineffective</th>
</tr>
</thead>
</table>
| **Effective plus...**  
Empowers and establishes expectations for staff that:  
Share leadership with continuous improvement planning endeavors  
Assess obstacles to student achievement and identify areas of successful change  
Identify and implement research-based instructional strategies, aligned to successful progress monitoring that address student achievement needs | **Developing plus...**  
Establishes clear and effective processes to:  
Appropriately identify the members of the school's leadership team  
Provide opportunities for all staff to engage in school improvement efforts that lead to increased student achievement  
Facilitate effective tracking of student performance through district-designed systems | **Embraces the need for continual review and monitoring to identify areas of change**  
Provides support for change efforts within the school  
Assists with the instructional coaching of staff in leading change | Processes to effectively plan for increases in student achievement, effective campus-wide instructional strategies and progress monitoring are not evident or not consistently implemented  
School systems do not provide opportunities for consistent review of achievement data |

Objective 1d: School administrator collectively utilizes shared leadership.

<table>
<thead>
<tr>
<th>Highly Effective</th>
<th>Effective</th>
<th>Developing</th>
<th>Ineffective</th>
</tr>
</thead>
</table>
| **Effective plus...**  
School staff are consistently responsible for:  
Effectively implementing research-based instructional strategies that result in increased student achievement  
Monitoring student achievement data to adjust instructional strategies when necessary  
Leadership efforts throughout the school that lead to the accomplishment of the school’s mission, vision and continuous improvement goals | **Developing plus...**  
School culture allows staff to routinely be a part of:  
Identifying and implementing effective research-based instructional strategies that lead to student achievement  
Progress monitoring student achievement, leading to the accomplishment of the school continuous improvement plan  
Developing and implementing the school’s mission, vision and continuous improvement goals | **School staff and community stakeholders are routinely involved in the school continuous improvement process**  
School staff and community feedback is used in the school decision-making process  
School administrator makes unilateral decisions in appropriate situations | School administrator does not allow school staff or community stakeholders the opportunity to play a substantial role in the school continuous improvement process  
Input from staff and community stakeholders is consistently ignored in the school decision-making process |
A school administrator is an educational leader who promotes the success of all students by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by the school community.

| Objective 1a: School administrator collaboratively develops the school's vision, mission, values and goals to reflect the mission, vision, values and goals of the Dysart Unified School District. Such development is indicative of a collaborative, stakeholder endeavor including facilitation of integration throughout the community. |
|-------------------|---|---|---|---|-------------------------------|
| Objective 1b: School administrator facilitates a structure that implements the school’s commitment to a continuous improvement plan that identifies strategies for the success of all students, effectively monitors student achievement progress and is based on school achievement data. |
| Objective 1c: School administrator uses collaborative processes to effectively identify processes that lead to increased student achievement for all students. |
| Objective 1d: School administrator collectively utilizes shared leadership. |

**Total Standard Score:**

**Evaluator Comments (including artifacts for standard 1) – administrator to attach reflection on separate sheet**
Standard 2

A school administrator is an educational leader who promotes the success of all students by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional growth.

Objective 2a: School administrator promotes the success of all students through the monitoring and support of research-based instructional strategies which effectively align the curriculum and assessment of the grade level or subject area.

<table>
<thead>
<tr>
<th>Highly Effective</th>
<th>Effective</th>
<th>Developing</th>
<th>Ineffective</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Effective plus...</strong></td>
<td><strong>Developing plus...</strong></td>
<td>CES is used consistently as a tool for evaluating effective instruction through regular formal and informal classroom observations</td>
<td>Classroom instruction is not routinely monitored for effective instructional strategies</td>
</tr>
<tr>
<td>Assures that curriculum standards are aligned with district curriculum standards and aligned horizontally and vertically throughout the school</td>
<td>Regular meetings with teachers include feedback from CES based on formal and informal classroom observations</td>
<td>School culture provides teachers direction to assure alignment of curriculum and assessment resulting in increased student achievement</td>
<td>CES is not used to monitor instruction</td>
</tr>
<tr>
<td>Effectively communicates with the school community regarding curriculum and assessment initiatives</td>
<td>Facilitates a school culture that provides time for curriculum and assessment monitoring through the effective use of PLC time and leadership</td>
<td></td>
<td>School-wide instructional strategies do not align with district curriculum as demonstrated through assessment systems</td>
</tr>
</tbody>
</table>

Objective 2b: School administrator facilitates systems of assessment to effectively monitor student achievement.

<table>
<thead>
<tr>
<th>Highly Effective</th>
<th>Effective</th>
<th>Developing</th>
<th>Ineffective</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Effective plus...</strong></td>
<td><strong>Developing plus...</strong></td>
<td>Leads discussion related to student progress, growth and achievement in appropriate PLC setting</td>
<td>Fails to facilitate leadership in school and district PLC’s designed to analyze data related to student achievement and growth</td>
</tr>
<tr>
<td>Continuously monitors school achievement data to determine trends and gaps to identify areas of intervention</td>
<td>Analyzes school achievement data throughout the year to monitor the effectiveness of instructional strategies</td>
<td>Limits interruptions to instruction and assessment endeavors throughout the school day</td>
<td>Allows interruptions to instruction throughout the day</td>
</tr>
<tr>
<td>School culture is such that students consistently set individual goals, reflect on the goals and monitor progress</td>
<td>Facilitates instructional change opportunities for teachers, based on achievement data, to effectively restructure instructional strategies to drive student achievement</td>
<td>Manages school schedule so that time for teaching and learning are protected and remain the top priority</td>
<td>Allows an assessment structure that is not consistent in routinely monitoring student progress</td>
</tr>
<tr>
<td>Implements a master schedule that maximizes planning and collaboration time for all teachers</td>
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</tbody>
</table>
Objective 2c: School administrator leads school-wide professional learning community dialogue regarding effective instructional strategies and assessment strategies that drive continually improving student achievement.

<table>
<thead>
<tr>
<th>Highly Effective</th>
<th>Effective</th>
<th>Developing</th>
<th>Ineffective</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Effective plus</strong>...</td>
<td><strong>Developing plus</strong>...</td>
<td><strong>Supports some coaching and development efforts to lead instructional staff in the effective use of instruction</strong></td>
<td>Fails to lead school staff in the effective establishment of a professional learning community</td>
</tr>
<tr>
<td>School-wide PLC culture develops consistent procedures that engage staff in:</td>
<td>Leads the school-wide professional learning community to effectively implement an instructional approach that:</td>
<td>Identifies the need for a school-wide professional learning community and establishes its structure but is not an engaged participant</td>
<td>Allows other staff to solely lead conversations regarding instructional leadership, effective strategies and the appropriate use of assessment</td>
</tr>
<tr>
<td>Using research-based instructional strategies that increase student achievement</td>
<td>Focuses on improving student performance</td>
<td>Provides timely and useful feedback to teachers regarding their performance</td>
<td></td>
</tr>
<tr>
<td>Facilitating instructional dialogue that influence the school’s continuous improvement plan</td>
<td>Aligns with student achievement growth and increased performance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Effectively and collaboratively monitor student achievement and identify areas of intervention</td>
<td>Utilizes appropriate technologies</td>
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</tr>
</tbody>
</table>

School-wide PLC's are facilitated to value the input of staff with expertise in grade levels and content areas

Objective 2d: School administrator effectively manages the implementation of a well-defined recruiting system, retaining and training a stable, yet-improving, well-balanced workforce assuring the most highly qualified and best suited staff for employment.

<table>
<thead>
<tr>
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<th>Effective</th>
<th>Developing</th>
<th>Ineffective</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Effective plus</strong>...</td>
<td><strong>Developing plus</strong>...</td>
<td><strong>School culture is reflective of the district strategic plan to retain 85 – 90% of effective staff each year</strong></td>
<td>School culture is indicative of a high turn-over rate each year</td>
</tr>
<tr>
<td>Effectively staffs the school each year through the use of data when making changes to grade levels, departments or subjects</td>
<td>Provides multiple means of assistance to teachers that need improvement through the use of all school and district resources</td>
<td>School administrator supports new hires through the use of professional development and effective CES walk-through data</td>
<td>Staffing decisions are made without regard to the school vision, mission or continuous improvement plan</td>
</tr>
<tr>
<td>Staffing decisions are made solely on the instructional needs of the students in the school community</td>
<td>Follows district policies and protocols in the dismissal or non-renewal of teachers</td>
<td>School administrator effectively uses plans of improvement to address improvement needs of staff</td>
<td>New hires are not supported by the school administrator in their instructional or system endeavors</td>
</tr>
<tr>
<td>Participates in district recruiting endeavors to hire excellent, highly qualified staff</td>
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</table>

School administrator supports new hires through the use of professional development and effective CES walk-through data

School administrator effectively uses plans of improvement to address improvement needs of staff

Staffing decisions relate directly to the school vision, mission and continuous improvement plan and adhere to governing board policies, state and federal laws

Staffing decisions are made without regard to the school vision, mission or continuous improvement plan

New hires are not supported by the school administrator in their instructional or system endeavors
A school administrator is an educational leader who promotes the success of all students by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional growth.

<table>
<thead>
<tr>
<th>Objectives</th>
<th>HE (3)</th>
<th>E (2)</th>
<th>D (1)</th>
<th>T (0)</th>
<th>Standard Scoring Guide</th>
</tr>
</thead>
<tbody>
<tr>
<td>Objective 2a: School administrator promotes the success of all students through the monitoring and support of research-based instructional strategies which effectively align the curriculum and assessment of the grade level or subject area.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10 – 12 points - Highly Effective</td>
</tr>
<tr>
<td>Objective 2b: School administrator facilitates systems of assessment to effectively monitor student achievement.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7 – 9 points - Effective</td>
</tr>
<tr>
<td>Objective 2c: School administrator leads school-wide professional learning community dialogue regarding effective instructional strategies and assessment strategies that drive continually improving student achievement.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4 – 6 points - Developing</td>
</tr>
<tr>
<td>Objective 2d: School administrator effectively manages the recruiting and retention of a highly effective staff.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0 – 3 points - Ineffective</td>
</tr>
</tbody>
</table>

Overall Standard Rating:

Evaluator Comments (including artifacts for standard 2) – administrator to attach reflection on separate sheet
A school administrator is an educational leader who promotes the success of all students by ensuring management of the organization, operations, and resources for a safe, efficient, and effective learning environment.

Objective 3a: School administrator leads processes that effectively utilize school resources to positively impact student achievement.

<table>
<thead>
<tr>
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<th>Effective</th>
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</thead>
<tbody>
<tr>
<td><strong>Effective plus…</strong></td>
<td></td>
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<tr>
<td>Effectively seeks out additional funding opportunities, including grants, partnerships and donations to fund school initiatives that result in student achievement</td>
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</tr>
<tr>
<td><strong>Developing plus…</strong></td>
<td></td>
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</tr>
<tr>
<td>Monitors fiscal and personnel resources to accomplishment goals in the school continuous improvement plan</td>
<td></td>
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</tr>
<tr>
<td>Effectively monitors the school budget and prioritizes time and fiscal resources that align to the school’s vision and mission</td>
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</tr>
<tr>
<td>Identifies instructional improvement endeavors that effectively impact student achievement and allocates funds to continue successful use</td>
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</tr>
<tr>
<td>School resources are used for items or activities that support the school’s continuous improvement plan</td>
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<tr>
<td>School budget processes clearly follow the district’s accounting procedures (EPAR and Visions)</td>
<td></td>
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<tr>
<td>School resources are appropriately allocated according to priority needs based on the school’s vision, mission and continuous improvement plan</td>
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</tbody>
</table>

Objective 3b: School administrator promotes and protects the welfare and safety of all students and staff.

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>Effective plus…</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Uses school-wide and community data to anticipate potential problems</td>
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<tr>
<td>Facilitates discussion with staff, students and stakeholders to build school safety expectations and establish them within the school culture</td>
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</tr>
<tr>
<td><strong>Developing plus…</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Establishes appropriate rapport and relationships with staff, students and other stakeholders to identify potential problematic situations</td>
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<tr>
<td>Resolves issues in a timely manner to prevent potential problems</td>
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<tr>
<td>Effectively communicates with staff, students and stakeholders regarding campus safety initiatives and the use of the student discipline matrix</td>
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</tr>
<tr>
<td>Establishes school-wide expectations of student and staff safety including the successful implementation of safety processes, rules and procedures</td>
<td></td>
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<tr>
<td>Facilitates effective conflict management programs to promote campus safety</td>
<td></td>
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<tr>
<td>Consistently uses the Dysart Student Discipline Matrix when resolving discipline situations</td>
<td></td>
<td></td>
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<tr>
<td>Fails to develop school-wide processes, rules and procedures that result in a safe campus</td>
<td></td>
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</tr>
<tr>
<td>Fails to lead in building relationships and conflict management skills to avoid problematic situations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fails to consistently implement the use of the Dysart Student Discipline Matrix</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
Objective 3c: School administrator monitors and evaluates the management of operational systems for compliance with the Dysart School District Governing Board Policies and administrative procedures and state and federal laws.

<table>
<thead>
<tr>
<th>Highly Effective</th>
<th>Effective</th>
<th>Developing</th>
<th>Ineffective</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Effective plus...</strong>&lt;br&gt;Facilitates opportunities for self and staff to participate in committees that review and revise district administrative procedures</td>
<td><strong>Developing plus...</strong>&lt;br&gt;Communicates with students, staff, parents and other stakeholders regarding school systems and changes to district policy, administrative procedures, state or federal laws</td>
<td>School systems are in compliance with district policies and administrative procedures</td>
<td>School systems do not comply with or are inconsistent with district policies and procedures</td>
</tr>
<tr>
<td>School systems are in compliance with state and federal laws</td>
<td>School systems are in compliance with state and federal laws</td>
<td>School systems do not comply with or are inconsistent with state and federal laws</td>
<td></td>
</tr>
</tbody>
</table>

Objective 3d: School administrator facilitates effective communication with staff, students and stakeholders

<table>
<thead>
<tr>
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<th>Effective</th>
<th>Developing</th>
<th>Ineffective</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Effective plus...</strong>&lt;br&gt;Stakeholders are invited to play an active role in school communication initiatives through meetings such as coffee with the principal, etc.</td>
<td><strong>Developing plus...</strong>&lt;br&gt;Communication efforts are consistent and use a variety of formats to effectively inform all stakeholders of school endeavors</td>
<td>Consistently communicates with all stakeholders through school newsletters that contain timely information regarding school events and endeavors</td>
<td>School communication to staff, students and parents is not done in a timely manner, is inconsistent or non-existent</td>
</tr>
<tr>
<td>School website is continually updated and contains meaningful information for the community</td>
<td>School administrator replies promptly to messages or email</td>
<td>School website is not updated on a regular basis</td>
<td>School website is not updated on a regular basis</td>
</tr>
<tr>
<td>School newsletters are infrequent or do not contain meaningful information</td>
<td>School administrator does not reply to messages or emails in a timely manner</td>
<td>School newsletters are infrequent or do not contain meaningful information</td>
<td>School administrator does not reply to messages or emails in a timely manner</td>
</tr>
</tbody>
</table>
A school administrator is an educational leader who promotes the success of all students by ensuring management of the organization, operations, and resources for a safe, efficient, and effective learning environment.

<table>
<thead>
<tr>
<th>Objectives</th>
<th>HE (3)</th>
<th>E (2)</th>
<th>D (1)</th>
<th>I (0)</th>
<th>Standard Scoring Guide</th>
</tr>
</thead>
<tbody>
<tr>
<td>Objective 3a: School administrator leads processes that effectively utilize school resources to positively impact student achievement.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10 – 12 points - Highly Effective</td>
</tr>
<tr>
<td>Objective 3b: School administrator promotes and protects the welfare and safety of all students and staff.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7 – 9 points - Effective</td>
</tr>
<tr>
<td>Objective 3c: School administrator monitors and evaluates the management of operational systems for compliance with the Dysart School District Governing Board Policies and administrative procedures and state and federal laws.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4 – 6 points - Developing</td>
</tr>
<tr>
<td>Objective 3d: School administrator facilitates effective communication with staff, students and stakeholders</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0 – 3 points - Ineffective</td>
</tr>
</tbody>
</table>

### Total Standard Score:

Evaluator Comments *(including artifacts for standard 3) – administrator to attach reflection on separate sheet*
**Standard 4**

An education leader promotes the success of every student by collaborating with faculty and community members, responding to diverse community interests and needs, and mobilizing community resources.

**Objective 4a:** School administrator builds and sustains positive relationships with families.

<table>
<thead>
<tr>
<th>Highly Effective</th>
<th>Effective</th>
<th>Developing</th>
<th>Ineffective</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Effective plus...</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>School culture is reflective of a community-based school resulting in parents playing an active role within all aspects of the school community</td>
<td>School families are provided multiple opportunities to be involved in school efforts through items such as site council, PTA/PTO, school committees, etc.</td>
<td>School administrator provides opportunities for school families to play a meaningful role in the development of the school continuous improvement plan</td>
<td>Fails to engage school families in the vision, mission or culture of the school</td>
</tr>
<tr>
<td></td>
<td>School front-office culture is such that employees proactively seek solutions to assist parents with school endeavors</td>
<td>School activities that involve family opportunities are given a high priority in the school’s communication endeavors</td>
<td>Families do not have the opportunity to contribute to the development of the school continuous improvement plan</td>
</tr>
<tr>
<td></td>
<td>School front-office environment is welcoming and friendly to those visiting the school</td>
<td>School front-office environment is not welcoming or is unfriendly to school visitors</td>
<td></td>
</tr>
</tbody>
</table>

**Objective 4b:** School administrator is a collaborative, positive member of the district community that understands the importance of serving as a resource to colleagues.

<table>
<thead>
<tr>
<th>Highly Effective</th>
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<th>Developing</th>
<th>Ineffective</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Effective plus...</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Establishes membership in local, state and national organizations, seeking to broaden the influence of collaboration and building of professional network</td>
<td>Builds positive and collaborative relationships with colleagues and community stakeholders</td>
<td>Effectively serves on district committees</td>
<td>Fails to work collaboratively with colleagues through district PLC’s, administrative council meetings, feeder school endeavors or other collaborative administrative opportunities</td>
</tr>
<tr>
<td></td>
<td>Seeks out and develops partnerships with outside agencies to enhance the opportunities provided to students, staff and families of the school community</td>
<td>Exhibits the understanding of the need to work collaboratively with peers and colleagues for the betterment of the school and organization</td>
<td>Fails to play a role in district committees</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Seeks out opportunities for peer collaboration to successfully problem-solve school issues or situations</td>
<td></td>
</tr>
</tbody>
</table>
Objective 4c: School administrator promotes an understanding and appreciation of the school's diverse community interests and needs

<table>
<thead>
<tr>
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</tr>
</thead>
</table>
| **Effective plus...**  
Seeks out activities that enhance diversity and embeds them into the school culture  
Implements successful ventures that identify and successfully communicate the importance of meeting the school's continuous improvement plan and the role that such success plays within the community. | **Developing plus...**  
Understands the diverse community values, interests and needs  
Involves leaders of diverse community stakeholders  
Identifies and implements some school activities that support community diversity and student achievement. | Provides opportunities for all community members to be involved in school activities, taking into account the community's diverse needs  
Takes steps to address the cultural needs of the community through proactive initiatives. | Fails to demonstrate an understanding and need for systems to address the diversity of the community  
Does not provide opportunities for all stakeholders to be involved in school activities (e.g., does not take into account community needs while facilitating community opportunities). |
An education leader promotes the success of every student by collaborating with faculty and community members, responding to diverse community interests and needs, and mobilizing community resources.

<table>
<thead>
<tr>
<th>Objectives</th>
<th>HE (3)</th>
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<th>I (0)</th>
<th>Standard Scoring Guide</th>
</tr>
</thead>
<tbody>
<tr>
<td>Objective 4a: School administrator builds and sustains positive relationships with families.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8 – 9 points - Highly Effective</td>
</tr>
<tr>
<td>Objective 4b: School administrator is a collaborative, positive member of the district community that understands the importance of serving as a resource to colleagues</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6 – 7 points - Effective</td>
</tr>
<tr>
<td>Objective 4c: School administrator promotes an understanding and appreciation of the school’s diverse community interests and needs.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3 – 5 points - Developing</td>
</tr>
</tbody>
</table>

Overall Standard Rating:

Total Standard Score:

Evaluator Comments (including artifacts for standard 4) – administrator to attach reflection on separate sheet
Standard 5

A school administrator is an educational leader who promotes the success of all students by acting with integrity, fairness, and in an ethical manner.

Objective 5a: School administrator upholds the district’s mission and vision, “Power in the Preparation, Excellence in the Journey, Success for a Lifetime.”

<table>
<thead>
<tr>
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<th>Effective</th>
<th>Developing</th>
<th>Ineffective</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Effective plus...</strong></td>
<td><strong>Developing plus...</strong></td>
<td><strong>Developing</strong></td>
<td><strong>Ineffective</strong></td>
</tr>
<tr>
<td>Stakeholders are an integral part of the development and continual review of the school mission, vision and continuous improvement plan and its connectivity to the district mission and vision</td>
<td>Provides stakeholders forums to share the relationship between the district and school mission and vision</td>
<td>School continuous improvement plan is reflective of the district mission and vision</td>
<td>School improvement endeavors are disconnected from the district mission and vision</td>
</tr>
<tr>
<td><strong>Effective plus...</strong></td>
<td><strong>Developing plus...</strong></td>
<td><strong>Developing</strong></td>
<td><strong>Ineffective</strong></td>
</tr>
<tr>
<td>Facilitates opportunities for self and staff to participate in committees that review and revise district administrative procedures</td>
<td>Communicates with students, staff, parents and other stakeholders regarding school systems and changes to district policy, administrative procedures, state or federal laws</td>
<td>School administrator consistently displays characteristics of integrity, fairness and ethics in handling all school and district-related matters</td>
<td>School administrator operates in an inconsistent manner in matters pertaining to integrity, fairness and ethics</td>
</tr>
<tr>
<td><strong>Effective plus...</strong></td>
<td><strong>Developing plus...</strong></td>
<td><strong>Developing</strong></td>
<td><strong>Ineffective</strong></td>
</tr>
<tr>
<td>School culture is reflective of processes that assure integrity, fairness and high ethics</td>
<td>School culture is established and maintained based on collaboration between all stakeholders</td>
<td>Parents are an integral part of the decision-making endeavors of the school in regard to site council and continuous improvement plan endeavors</td>
<td>School culture is such that parents and visitors are not welcomed through initial visits or as a part of school events</td>
</tr>
<tr>
<td>All staff members are held accountable to a high ethical manner of operation</td>
<td>School administrator treats all students in a fair and consistent manner</td>
<td>School administrator appropriately addresses staff, student or parent acts that conflict with the commitment to integrity, fairness and high ethics</td>
<td>School culture does not reflect a community-oriented approach to collaboration; decisions are made in isolation</td>
</tr>
</tbody>
</table>
A school administrator is an educational leader who promotes the success of all students by acting with integrity, fairness, and in an ethical manner.

<table>
<thead>
<tr>
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<th>Standard Scoring Guide</th>
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</thead>
<tbody>
<tr>
<td>Objective 5a: School administrator upholds the district’s mission and vision, “Power in the Preparation, Excellence in the Journey, Success for a Lifetime.”</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8 – 9 points - Highly Effective</td>
</tr>
<tr>
<td>Objective 5b: School administrator facilitates leadership with integrity, fairness and in an ethical manner.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6 – 7 points - Effective</td>
</tr>
<tr>
<td>Objective 5c: School administrator establishes a school culture that is reflective of integrity, fairness and high ethics.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3 – 5 points - Developing</td>
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<td>0 – 2 points - Ineffective</td>
</tr>
</tbody>
</table>

Evaluator Comments (including artifacts for standard 5) – administrator to attach reflection on separate sheet
Standard 6

An education leader promotes the success of every student by understanding, responding to, and influencing the political, social, economic, legal, and cultural context.

Objective 6a: School administrator advocates for the school throughout the community and district.

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>Effective plus...</strong></td>
<td><strong>Developing plus...</strong></td>
<td>Parents are an integral part of the decision-making endeavors of the school in regard to site council and continuous improvement plan endeavors</td>
<td>Fails to understand the climate of the community resulting in school programs that do not meet community needs</td>
</tr>
<tr>
<td>Is an advocate for the school through state organizations</td>
<td>Establishes community partnerships, advocating for school programs, funding and recognition opportunities</td>
<td>Seeks out input from key community members regarding school programs</td>
<td>Fails to engage members of the community in school continuous improvement endeavors</td>
</tr>
<tr>
<td>Facilitates school activities that draw community members to play an active participant role in the school</td>
<td></td>
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</tr>
</tbody>
</table>


Standard 6 Rubric Score

An education leader promotes the success of every student by understanding, responding to, and influencing the political, social, economic, legal, and cultural context.

<table>
<thead>
<tr>
<th>Objectives</th>
<th>HE (3)</th>
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<th>D (1)</th>
<th>I (0)</th>
<th>Standard Scoring Guide</th>
</tr>
</thead>
<tbody>
<tr>
<td>Objective 6a: School administrator advocates for the school throughout the community and district.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3 points - Highly Effective</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2 points - Effective</td>
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<tr>
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<td></td>
<td></td>
<td></td>
<td>1 point - Developing</td>
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<td></td>
<td></td>
<td></td>
<td>0 points - Ineffective</td>
</tr>
</tbody>
</table>

Overall Standard Rating:

Evaluator Comments (including artifacts for standard 6) – administrator to attach reflection on separate sheet
Executive Summary:

The Cabinet has worked to develop a rubric that can be utilized to determine if fully funded staff travel requests made to the district should be approved. Based on the results of the rubric, the district would determine which staff's travel for training or conferences are eligible to include payment for lodging and transportation as well as registration. Currently, the district only pays for registration unless the travel is required for mandatory certification (i.e., Advanced Placement, AVID, etc.) or required as part of a grant (i.e., CTE). The rubric developed is based on the rubric the Governing Board worked on to guide their travel requests. The travel, of course, would only be approved if school or department budgets had monies to fund such travel. All other Board or Cabinet level approvals of travel would continue, but this rubric would set consistent and rigorous standards by which administration could make those travel recommendations.

The rubric is presented to the Board for information and will be implemented starting in the 2013-14 school year. A limited pilot was done utilizing the rubric at the end of this school year to determine its effectiveness. Adjustments were made based on that pilot.
<table>
<thead>
<tr>
<th>Areas of Consideration</th>
<th>3 Points</th>
<th>2 Points</th>
<th>1 Point</th>
</tr>
</thead>
<tbody>
<tr>
<td>District Recognition</td>
<td>District Being Honored or Presenting on Behalf of District</td>
<td>District Recognition or Critical Training/Information for Implementing Goals</td>
<td>Valuable Training Related to Strategic Plan Goals</td>
</tr>
<tr>
<td>Conference Recognition Level</td>
<td>International or Nationally Recognized Education Organization</td>
<td>National or State Recognized Education Organization</td>
<td>Affiliate</td>
</tr>
<tr>
<td>Relevance to Strategic Plan Goals/Objectives</td>
<td>Sessions aligned to more than 3/4 of district goals &amp; objectives as confirmed by Cabinet</td>
<td>Sessions aligned to more than 2/3 of district goals &amp; objectives as confirmed by Cabinet</td>
<td>Minimal alignment to Strategic Plan goals and objectives</td>
</tr>
<tr>
<td>Location</td>
<td>Local</td>
<td>State</td>
<td>Outside state</td>
</tr>
<tr>
<td>Professional Development Offering</td>
<td>Only offered at this location/through this conference</td>
<td>Offered in limited locations</td>
<td>Offered in multiple locations</td>
</tr>
<tr>
<td>Total Cost Per Person</td>
<td>Less than $500</td>
<td>Less than $1000</td>
<td>Less than $1,500</td>
</tr>
<tr>
<td>Travel Frequency</td>
<td>0 this year</td>
<td>1 this year</td>
<td>2 this year</td>
</tr>
<tr>
<td>Funding Source</td>
<td>Grant-unrestricted or other available funds outside of M&amp;O</td>
<td>Grant-restricted or other available funds outside of M&amp;O</td>
<td>M &amp; O</td>
</tr>
<tr>
<td>Total Column Points</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Points</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(highest possible points = 24)

Scoring Results:

20 to 24 = should be approved if budget funds available as approved by Cabinet

15 to 19 = should be approved if within travel budget allocation by Cabinet – Supervisor Level

9 to 14 = Cabinet item for further review

0 to 8 = Not recommended for approval

April, 2013
APPROVAL RUBRIC FOR TRAVEL BY DYSART STAFF

- Required training as per a grant or required training and travel for program implementation (i.e., IB or AP required certification) will be approved at the Cabinet level without this documentation.
- This document must be submitted as part of the Board agenda item (if Board approval is required for travel) or the Cabinet level supervisory for final approval if Board approval is not required.
- Excludes Registration Costs

April, 2013
AGENDA ITEM: Arizona Department of Health Services Biennial Administration of the Arizona Youth Risk Behavior Survey and Arizona Youth Tobacco Survey

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

Cost: N/A  Funding Source: N/A

EXECUTIVE SUMMARY:

The Arizona Department of Education, in collaboration with the Arizona Department of Health Services, is coordinating the biennial administration of the Arizona Youth Risk Behavior Survey in selected high schools and the Arizona Youth Tobacco Survey in selected middle schools this spring. ICF Macros, Inc., a nationally recognized research and evaluation organization, will be coordinating the implementation for both state and national samples.

The school selected in Dysart is Sunset Hills Elementary. To keep the burden for the school only a small number of classes (usually 4 – 8) will be randomly selected within each school. Specially trained field staff will visit the school on a mutually convenient date during the spring semester to administer and collect the surveys which take approximately 45 minutes to complete. Survey administration procedures are designed to protect student privacy and allow for anonymous participation.

The parental permission form attached provides parents information about the purpose of the survey, informs parents that participation is voluntary and gives them an opportunity for their child to opt out of participation in the survey. The permission form meets the requirements set forth by the Federal Education Rights & Privacy Act (FERPA) Regulations.

BOARD ACTION REQUESTED:

This information item is provided to the Governing Board regarding participation in the survey.

SUBMITTED BY:  SUPERINTENDENT:

ACTION BY BOARD:  Motion:  Second:  Vote:  AGENDA ITEM: 28
PARENTAL PERMISSION FORM

Our school is taking part in the Arizona Youth Tobacco Survey (YTS). Students in grades 6 through 8 will be asked to fill out a survey about their attitudes, behaviors, and knowledge about tobacco use, intent to use, exposure to tobacco use, and exposure to tobacco marketing/advertising. This survey is supported by the Arizona Department of Education in collaboration with the Arizona Department of Health Services. The survey takes one class period (45 minutes) to complete.

The Arizona YTS has the support of many state and national health and education organizations, such as the Arizona PTA, the Arizona School Boards Association, the American Association of School Administrators, the Council of Chief State School Officers, the National Association of Secondary School Principals, the National PTA, and the National School Boards Association.

Doing this paper and pencil survey will cause little or no risk to your child. The survey has been designed to protect your child’s privacy. Students will not put their names on the survey. Also, no school or student will ever be mentioned by name in a report of the results. Your child may not benefit immediately from taking part in the survey. But the results of the survey will help in the future by guiding the development of programs to decrease tobacco use. We would like all selected students to take part in the survey. However, the survey is voluntary. No action will be taken against the school, you, or your child, if your child does not take part. Students can skip any questions that they do not wish to answer. In addition, students may stop participating in the survey at any point without penalty. A copy of the survey is available for your review at the school.

A review board has approved the survey. If you have any questions about your child’s rights as a participant in this survey or if you feel your child will be harmed in any way by taking part in this survey, please call 1-877-342-6987, leave a message including your name and phone number, and someone will call you back as soon as possible.

Please read the section below and select one of the two options. Then, sign the form and return it to the school within 3 days. Please see the other side of this form for more facts about the survey. If your child’s teacher or principal cannot answer your questions about the survey, call Brenda Clark at: 1-877-342-6987. Thank you.

Child’s name: ____________________________ Grade: ____________________________

I have read this form and know what the survey is about.

[ ] My child may take part in this survey.

[ ] My child may not take part in this survey.

Parent’s signature: ____________________________ Date: ____________________________
ARIZONA YOUTH TOBACCO SURVEY (YTS) FACT SHEET

Q. Why is the Arizona YTS being done?
A. The purpose of the YTS is to measure tobacco use attitudes, beliefs and behaviors among middle school students (grades 6 to 8). Many states have conducted their own YTS and compare their results to the national YTS. Researchers and teachers will use Arizona YTS results to design better approaches to help students avoid or stop tobacco use.

Q. What are the survey questions about?
A. All questions on the survey relate to student's tobacco-related beliefs, attitudes, and behavior.

Q. How was my child picked to be in the survey?
A. Statewide, approximately 5,000 students from about 40 schools were selected to participate in the Arizona YTS. Two to three classes (approximately 50 to 75 students) will be selected at random to take part in each school.

Q. Will student's names be used or linked to the surveys?
A. No. The survey has been designed to protect your child's privacy. The survey is given by trained field staff. Teachers are not involved directly. Students do not put their name on the survey. When students finish the survey, they place the survey in an envelope and seal it shut.

Q. Do students take the survey more than once to see how their behaviors change?
A. No. Students who take part cannot be tracked because their names are not on the survey.

Q. How long does the survey take to fill out?
A. One 45-minute class period is needed to fill out the written survey.
Arizona
Youth Tobacco Survey (YTS)
2013 Questionnaire

This survey is about tobacco. We would like to know about you and things you do that may affect your health. Your answers will be used for programs for young people like yourself.

DO NOT write your name on this survey. The answers you give will be kept private.

NO one will know what you write. Answer the questions based on what you really do and know.

Completing the survey is voluntary. Whether or not you answer the questions will not affect your grade in this class. Try to answer all the questions. If you do not want to answer a question, just leave it blank. There are no wrong answers.

The questions that ask about your background will only be used to describe the types of students completing this survey. The information will not be used to find out your name. No names will ever be reported.

Please read every question. Try to answer all the questions. Fill in the circles in the booklet completely. When you are finished, follow the instructions of the person giving you the survey.

Thank You Very Much For Your Help.
The first questions ask for some background information about you

1. How old are you?
   A. 9 years old
   B. 10 years old
   C. 11 years old
   D. 12 years old
   E. 13 years old
   F. 14 years old
   G. 15 years old
   H. 16 years old
   I. 17 years old
   J. 18 years old
   K. 19 years old or older

2. What is your sex?
   A. Female
   B. Male

3. What grade are you in?
   A. 6th
   B. 7th
   C. 8th
   D. 9th
   E. 10th
   F. 11th
   G. 12th
   H. Ungraded or other grade

4. Are you Hispanic or Latino?
   A. No
   B. Yes, I am Mexican, Mexican American, or Chicano
   C. Yes, I am Puerto Rican
   D. Yes, I am Cuban or Cuban American
   E. Yes, I am some other Hispanic or Latino not listed here

5. What race or races do you consider yourself to be?
   (You can CHOOSE ONE ANSWER or MORE THAN ONE ANSWER)
   A. American Indian or Alaska Native
   B. Asian
   C. Black or African American
   D. Native Hawaiian or Other Pacific Islander
   E. White

6. During the last 30 days, about how much money did you have each week to spend any way you want to?
   A. None
   B. Less than $1
   C. $1 to $5
   D. $6 to $10
   E. $11 to $20
   F. $21 to $50
   G. More than $50

The next six sets of questions ask about your use of certain tobacco products

Cigarettes

7. Have you ever tried cigarette smoking, even one or two puffs?
   A. Yes
   B. No

8. Do you think you will smoke a cigarette in the next year?
   A. Definitely yes
   B. Probably yes
   C. Probably not
   D. Definitely not

9. Do you think that you will try a cigarette soon?
   A. I have already tried smoking cigarettes
   B. Yes
   C. No

10. If one of your best friends were to offer you a cigarette, would you smoke it?
    A. Definitely yes
    B. Probably yes
    C. Probably not
    D. Definitely not
11. How old were you when you first tried cigarette smoking, even one or two puffs?
   A. I have never smoked cigarettes, not even one or two puffs
   B. 8 years old or younger
   C. 9 years old
   D. 10 years old
   E. 11 years old
   F. 12 years old
   G. 13 years old
   H. 14 years old
   I. 15 years old
   J. 16 years old
   K. 17 years old
   L. 18 years old or older

12. About how many cigarettes have you smoked in your entire life?
   A. I have never smoked cigarettes, not even one or two puffs
   B. 1 or more puffs but never a whole cigarette
   C. 1 cigarette
   D. 2 to 5 cigarettes
   E. 6 to 15 cigarettes (about 1/2 a pack total)
   F. 16 to 25 cigarettes (about 1 pack total)
   G. 26 to 99 cigarettes (more than 1 pack, but less than 5 packs)
   H. 100 or more cigarettes (5 or more packs)

13. During the past 30 days, how many cigarettes did you smoke per day?
   A. I did not smoke cigarettes during the past 30 days
   B. Less than 1 cigarette per day
   C. 1 cigarette per day
   D. 2 to 5 cigarettes per day
   E. 6 to 10 cigarettes per day
   F. 11 to 20 cigarettes per day
   G. More than 20 cigarettes per day

14. During the past 30 days, how did you get your own cigarettes? (You can choose one answer or more than one answer)
   A. I did not smoke cigarettes during the past 30 days
   B. I bought them myself
   C. I had someone else buy them for me
   D. I borrowed or bummed them
   E. Someone gave them to me without my asking
   F. I took them from a store or another person
   G. I got them some other way

15. When was the last time you smoked a cigarette, even one or two puffs? (Please choose the first answer that fits)
   A. I have never smoked cigarettes, not even one or two puffs
   B. Earlier today
   C. Not today but sometime during the past 7 days
   D. Not during the past 7 days but sometime during the past 30 days
   E. Not during the past 30 days but sometime during the past 6 months
   F. Not during the past 6 months but sometime during the past year
   G. 1 to 4 years ago
   H. 5 or more years ago

17. Menthol cigarettes are cigarettes that taste like mint. During the past 30 days, were the cigarettes that you usually smoked menthol?
   A. I did not smoke cigarettes during the past 30 days
   B. Yes
   C. No
   D. Not sure

18. During the past 30 days, what brand of cigarettes did you usually smoke? (Choose only one answer)
   A. American Spirit
   B. Camel
   C. GPC, Basic, or Doral
   D. Kool
   E. Lucky Strike
   F. Marlboro
   G. Newport
   H. Parliament
   I. Virginia Slims
   J. Some other brand not listed here

19. During the past 30 days, were the cigarettes that you usually smoked menthol?
   A. I did not smoke cigarettes during the past 30 days
   B. Yes
   C. No
   D. Not sure
19. During the past 30 days, where did you buy your own cigarettes? (You can CHOOSE ONE ANSWER or MORE THAN ONE ANSWER)
   A. I did not buy cigarettes during the past 30 days
   B. A gas station
   C. A convenience store
   D. A grocery store
   E. A drugstore
   F. A vending machine
   G. Over the Internet
   H. Through the mail
   I. Some other place not listed here

20. During the past 30 days, did anyone refuse to sell you cigarettes because of your age?
   A. I did not try to buy cigarettes during the past 30 days
   B. Yes
   C. No

21. Have you ever tried smoking cigars, cigarillos, or little cigars, even one or two puffs?
   A. Yes
   B. No

22. How old were you when you first tried smoking a cigar, cigarillo, or little cigar, even one or two puffs?
   A. I have never smoked cigars, cigarillos, or little cigars, not even one or two puffs
   B. 8 years old or younger
   C. 9 years old
   D. 10 years old
   E. 11 years old
   F. 12 years old
   G. 13 years old
   H. 14 years old
   I. 15 years old
   J. 16 years old
   K. 17 years old
   L. 18 years old
   M. 19 years old or older

23. During the past 30 days, on how many days did you smoke cigars, cigarillos, or little cigars?
   A. 0 days
   B. 1 or 2 days
   C. 3 to 5 days
   D. 6 to 9 days
   E. 10 to 19 days
   F. 20 to 29 days
   G. All 30 days

24. During the past 30 days, how did you get your own cigars, cigarillos, or little cigars? (You can CHOOSE ONE ANSWER or MORE THAN ONE ANSWER)
   A. I did not smoke cigars, cigarillos, or little cigars during the past 30 days
   B. I bought them myself
   C. I had someone else buy them for me
   D. I borrowed or bummed them
   E. Someone gave them to me without my asking
   F. I took them from a store or another person
   G. I got them some other way

25. During the past 30 days, where did you buy your own cigars, cigarillos, or little cigars? (You can CHOOSE ONE ANSWER or MORE THAN ONE ANSWER)
   A. I did not buy cigars, cigarillos, or little cigars during the past 30 days
   B. A gas station
   C. A convenience store
   D. A grocery store
   E. A drugstore
   F. A vending machine
   G. Over the Internet
   H. Through the mail
   I. Some other place not listed here

26. Have you ever used chewing tobacco, snuff, or dip, such as Redman, Levi Garrett, Beechnut, Skoal, Skoal Bandits, or Copenhagen, even just a small amount?
   A. Yes
   B. No
27. How old were you when you used chewing tobacco, snuff, or dip for the first time?
   A. I have never used chewing tobacco, snuff, or dip
   B. 8 years old or younger
   C. 9 years old
   D. 10 years old
   E. 11 years old
   F. 12 years old
   G. 13 years old
   H. 14 years old
   I. 15 years old
   J. 16 years old
   K. 17 years old
   L. 18 years old or older

28. During the past 30 days, on how many days did you use chewing tobacco, snuff, or dip?
   A. 0 days
   B. 1 or 2 days
   C. 3 to 5 days
   D. 6 to 9 days
   E. 10 to 19 days
   F. 20 to 29 days
   G. All 30 days

29. During the past 30 days, how did you get your own chewing tobacco, snuff, or dip? (You can CHOOSE ONE ANSWER or MORE THAN ONE ANSWER)
   A. I did not use chewing tobacco, snuff, or dip during the past 30 days
   B. I bought it myself
   C. I had someone else buy it for me
   D. I borrowed or bummed it
   E. Someone gave it to me without my asking
   F. I took it from a store or another person
   G. I got it some other way

30. During the past 30 days, where did you buy your own chewing tobacco, snuff, or dip? (You can CHOOSE ONE ANSWER or MORE THAN ONE ANSWER)
   A. I did not buy chewing tobacco, snuff, or dip during the past 30 days
   B. A gas station
   C. A convenience store
   D. A grocery store
   E. A drugstore
   F. A vending machine
   G. Over the Internet
   H. Through the mail
   I. Some other place not listed here

31. Have you ever tried smoking tobacco in a pipe, even one or two puffs?
   A. Yes
   B. No

32. During the past 30 days, on how many days did you smoke tobacco in a pipe?
   A. 0 days
   B. 1 or 2 days
   C. 3 to 5 days
   D. 6 to 9 days
   E. 10 to 19 days
   F. 20 to 29 days
   G. All 30 days

33. Have you ever tried smoking any of the following, even one or two puffs:
   A. I have never smoked bidis (small brown cigarettes wrapped in a leaf) or kreteks (clove cigarettes)
   B. Bidis
   C. Kreteks
   D. I have tried both bidis and kreteks

34. During the past 30 days, on how many days did you smoke bidis?
   A. 0 days
   B. 1 or 2 days
   C. 3 to 9 days
   D. 10 to 19 days
   E. 20 to 29 days
   F. All 30 days

35. During the past 30 days, on how many days did you smoke clove cigarettes?
   A. 0 days
   B. 1 or 2 days
   C. 3 to 9 days
   D. 10 to 19 days
   E. 20 to 29 days
   F. All 30 days
36. Which of the following tobacco products have you ever tried, even just one time? (You can CHOOSE ONE ANSWER or MORE THAN ONE ANSWER)
   A. Roll-your-own cigarettes
   B. Flavored cigarettes, such as Camel Crush
   C. Clove cigars
   D. Flavored little cigars
   E. Smoking tobacco from a hookah or a waterpipe
   F. Snus, such as Camel or Marlboro Snus
   G. Dissolvable tobacco products, such as Ariva, Stonewall, Camel orbs, Camel sticks, or Camel strips
   H. Electronic Cigarettes or E-cigarettes, such as Ruyan or NJOY
   I. Some other new tobacco products not listed here
   J. I have never tried any of the products listed above or any new tobacco product

37. In the past 30 days, which of the following products have you used on at least one day? (You can CHOOSE ONE ANSWER or MORE THAN ONE ANSWER)
   A. Roll-your-own cigarettes
   B. Flavored cigarettes, such as Camel Crush
   C. Clove cigars
   D. Flavored little cigars
   E. Smoking tobacco from a hookah or a waterpipe
   F. Snus, such as Camel or Marlboro Snus
   G. Dissolvable tobacco products, such as Ariva, Stonewall, Camel orbs, Camel sticks, or Camel strips
   H. Electronic Cigarettes or E-cigarettes, such as Ruyan or NJOY
   I. Some other new tobacco products not listed here
   J. I have never used any of the products listed above or any new tobacco product

38. How easy would it be for you to get tobacco products if you wanted some?
   A. Very easy
   B. Somewhat easy
   C. Not easy at all

39. Do you believe that tobacco companies try to get young people under 18 to use tobacco products?
   A. Yes
   B. No

40. When you are using the Internet, how often do you see ads for tobacco products?
   A. I do not use the Internet
   B. Never
   C. Rarely
   D. Sometimes
   E. Most of the time
   F. Always

41. When you read newspapers or magazines, how often do you see ads or promotions for cigarettes and other tobacco products?
   A. I do not read newspapers or magazines
   B. Never
   C. Rarely
   D. Sometimes
   E. Most of the time
   F. Always

42. During the past 30 days, did you receive coupons from a tobacco company through... (You can CHOOSE ONE ANSWER or MORE THAN ONE ANSWER)
   A. I did not receive coupons from a tobacco company
   B. The mail
   C. E-mail
   D. The Internet
   E. Facebook
   F. Myspace
   G. A text message
43. During the past 30 days, did you receive ads from a tobacco company through... (You can CHOOSE ONE ANSWER or MORE THAN ONE ANSWER)
   A. I did not receive ads from a tobacco company
   B. The Mail
   C. E-mail
   D. The Internet
   E. Facebook
   F. Myspace
   G. A text message

44. When you go to a convenience store, supermarket, or gas station, how often do you see ads or promotions for cigarettes and other tobacco products?
   A. I never go to a convenience store, supermarket, or gas station
   B. Never
   C. Rarely
   D. Sometimes
   E. Most of the time
   F. Always

45. During the past 30 days, how often did you see an ad for cigarettes or smokeless tobacco that was outdoors on a billboard or could be seen from outside a store?
   A. I did not see an ad for cigarettes or smokeless tobacco during the past 30 days
   B. Never
   C. Rarely
   D. Sometimes
   E. Most of the time
   F. Always

46. When you watch TV or go to the movies, how often do you see actors and actresses using cigarettes or other tobacco products?
   A. I do not watch TV or go to the movies
   B. Never
   C. Rarely
   D. Sometimes
   E. Most of the time
   F. Always

47. What is the name of the cigarette brand of your favorite cigarette ad? (You can CHOOSE ONE ANSWER or MORE THAN ONE ANSWER)
   A. American Spirit
   B. Camel
   C. GPC, Basic, or Doral
   D. Kool
   E. Marlboro
   F. Newport
   G. Some other brand not listed here
   H. I don’t have a favorite cigarette ad
   I. Not Sure

48. A warning label tells you if a product is harmful to you and can be either a picture or words. During the past 30 days, how often did you see a warning label on a cigarette pack?
   A. I did not see a cigarette pack during the past 30 days
   B. Never
   C. Rarely
   D. Sometimes
   E. Most of the time
   F. Always

49. During the past 30 days, how often did you see a warning label on a smokeless tobacco product?
   A. I did not see a smokeless tobacco product during the past 30 days
   B. Never
   C. Rarely
   D. Sometimes
   E. Most of the time
   F. Always

50. During the past 12 months, did you buy or receive anything that has a tobacco company name or picture on it?
   A. Yes
   B. No
51. How likely is it that you would ever use or wear something—such as a lighter, T-shirt, hat, or sunglasses—that has a tobacco company name or picture on it?
   A. Very likely
   B. Somewhat likely
   C. Somewhat unlikely
   D. Very unlikely

52. During the past 12 months, did any doctor, dentist, or nurse ask you if you use tobacco of any kind?
   A. I did not see a doctor, dentist, or nurse during the past 12 months
   B. Yes
   C. No

53. During the past 12 months, did any doctor, dentist, or nurse advise you not to use tobacco of any kind?
   A. I did not see a doctor, dentist, or nurse during the past 12 months
   B. Yes
   C. No

54. Do you want to stop smoking cigarettes for good?
   A. I do not smoke now
   B. Yes

55. I plan to stop smoking cigarettes for good within the next...
   (PLEASE CHOOSE THE FIRST ANSWER THAT FITS)
   A. I do not smoke now
   B. 7 days
   C. 30 days
   D. 6 months
   E. 1 year
   F. I do not plan to stop smoking cigarettes within the next year

56. During the past 12 months, how many times have you stopped smoking for one day or longer because you were trying to quit smoking cigarettes for good?
   A. I did not smoke during the past 12 months
   B. 1 time
   C. 2 times
   D. 3 to 5 times
   E. 6 to 9 times
   F. 10 or more times

57. When you last tried to quit for good, how long did you stay off cigarettes? (PLEASE CHOOSE THE FIRST ANSWER THAT FITS)
   A. I have never smoked cigarettes
   B. I have never tried to quit
   C. Less than a day
   D. 1 to 7 days
   E. More than 7 days but less than 30 days
   F. More than 30 days but less than 6 months
   G. More than 6 months but less than 1 year
   H. 1 year or more

58. Are you seriously thinking about quitting the use of all tobacco?
   A. I have never used tobacco
   B. Yes, within the next 30 days
   C. Yes, within the next 6 months
   D. Yes, within longer than 6 months
   E. I am not thinking about quitting the use of all tobacco

59. In the past 12 months, did you do any of the following to help you quit using tobacco of any kind for good? (You can CHOOSE ONE ANSWER or MORE THAN ONE ANSWER)
   A. I did not use tobacco of any kind during the past 12 months
   B. I did not try to quit during the past 12 months
   C. Attended a program at my school
   D. Attended a program in the community
   E. Called a telephone help line or telephone quit line
   F. Used nicotine gum
   G. Used nicotine patch
   H. Used any medicine to help quit
   I. Visited an Internet quit site
   J. Got help from family or friends
   K. Used another method such as hypnosis or acupuncture
   L. Tried to quit on my own or quit "cold turkey"
60. During the past 7 days, on how many days did someone smoke tobacco products in your home while you were there?
   A. 0 days  
   B. 1 day  
   C. 2 days  
   D. 3 days  
   E. 4 days  
   F. 5 days  
   G. 6 days  
   H. 7 days

61. During the past 7 days, on how many days did you ride in a vehicle where someone was smoking a tobacco product?
   A. 0 days  
   B. 1 day  
   C. 2 days  
   D. 3 days  
   E. 4 days  
   F. 5 days  
   G. 6 days  
   H. 7 days

62. During the past 7 days, on how many days did you breathe the smoke from someone who was smoking a tobacco product at your school, including school buildings, school grounds, and school parking lots?
   A. 0 days  
   B. 1 day  
   C. 2 days  
   D. 3 days  
   E. 4 days  
   F. 5 days  
   G. 6 days  
   H. 7 days

63. During the past 7 days, on how many days did you breathe the smoke from someone who was smoking tobacco products in the place where you work?
   A. I do not have a job  
   B. I have a job but did not work in the past 7 days  
   C. 0 days  
   D. 1 day  
   E. 2 days  
   F. 3 days  
   G. 4 days  
   H. 5 days  
   I. 6 days  
   J. 7 days

64. During the past 7 days, on how many days did you breathe the smoke from someone who was smoking tobacco products in an indoor or outdoor public place? Examples of indoor public places are school buildings, stores, restaurants, and sports arenas. Examples of outdoor public places are school grounds, parking lots, stadiums and parks.
   A. 0 days  
   B. 1 day  
   C. 2 days  
   D. 3 days  
   E. 4 days  
   F. 5 days  
   G. 6 days  
   H. 7 days

65. Inside your home (not counting decks, garages, or porches) is smoking...
   A. Always allowed  
   B. Allowed only at some times or in some places  
   C. Never allowed

66. In the vehicles that you and family members who live with you own or lease, is smoking...
   A. Always allowed  
   B. Sometimes allowed  
   C. Never allowed
67. Does anyone who lives with you now...? (CHECK ALL THAT APPLY).
A. Smoke cigarettes
B. Use chewing tobacco, snuff, or dip
C. Use snus
D. Smoke cigars, cigarillos, or little cigars
E. Smoke tobacco using a hookah or waterpipe
F. Smoke tobacco out of a pipe other than a hookah or waterpipe
G. Smoke bidis (small brown cigarettes wrapped in a leaf)
H. Smoke kreteks (clove cigarettes)
I. Use any other form of tobacco
J. No one who lives with me now uses any form of tobacco

68. How many of your four closest friends smoke cigarettes?
A. None
B. One
C. Two
D. Three
E. Four
F. Not sure

69. How many of your four closest friends use chewing tobacco, snuff, or dip?
A. None
B. One
C. Two
D. Three
E. Four
F. Not sure

70. In your opinion, inside your home, smoking tobacco products should...
A. Always be allowed
B. Be allowed only at some times or in some places
C. Never be allowed

71. In your opinion, in their vehicles, people should...
A. Always allow smoking
B. Sometimes allow smoking
C. Never allow smoking

72. Do you think that breathing smoke from other people's cigarettes or other tobacco products is...?
A. Very harmful to one's health
B. Somewhat harmful to one's health
C. Not very harmful to one's health
D. Not harmful at all to one's health

73. Do you think smoking cigarettes makes young people look cool or fit in?
A. Definitely yes
B. Probably yes
C. Probably not
D. Definitely not

74. Do you think young people who smoke cigarettes have more friends?
A. Definitely yes
B. Probably yes
C. Probably not
D. Definitely not

75. How strongly do you agree with the statement 'All tobacco products are dangerous'?
A. Strongly agree
B. Agree
C. Disagree
D. Strongly disagree

76. During the past 12 months, have your parents or guardians talked with you, even once, about not using any type of tobacco product?
A. Yes
B. No

77. During the past 12 months, have you been involved in any organized activities to keep people your age from using any form of tobacco product?
A. Yes
B. No
During this school year, were you taught in any of your classes about why you should not use tobacco products?
A. Yes
B. No

During the past 30 days, to your knowledge, has anyone, including yourself, smoked a tobacco product on school property when he or she was not supposed to?
A. Yes
B. No

During the past 30 days, to your knowledge, has anyone, including yourself, used some other type of tobacco product (that is, one that is not smoked) on school property when he or she was not supposed to?
A. Yes
B. No

During the past 30 days, how many days did you miss at least one class period because you skipped or "cut" or just did not want to be there?
A. 0 days
B. 1 day
C. 2 to 5 days
D. 6 to 10 days
E. 11 or more days

END OF SURVEY

THANK YOU FOR COMPLETING THE YOUTH TOBACCO SURVEY!!
AGENDA ITEM: Recommendation for Revision of Governing Board Policy Section 10.12 - Open Enrollment - First Reading

EXECUTIVE SUMMARY:
Administration recommends revision of Governing Board Policy 10.12 - Open Enrollment; new text is underlined and text to be removed is shown as strikethrough text.

BOARD ACTION REQUESTED:
It is recommended the Governing Board review recommendation to revise Governing Board Policy Section 10.12 - Open Enrollment. First Reading
Section 10.12 – Open Enrollment

Definitions

*Resident transfer student* means a student who resides in the District and who is enrolled in or seeking enrollment in a school that is within the school district but outside the attendance area of the student’s residence.

*Nonresident student* means a student who resides outside of the District but within the state and who is seeking enrollment in school(s) in the District.

Enrollment Options

District resident students may enroll in another school district or in another school within this District. Resident transfer students and nonresident students may apply for enrollment in schools within this District, subject to the procedures that follow.

Application

The Superintendent shall not fail to develop an open enrollment application process and place this process on the District website or make it available to the public on request.

Admission Criteria

The Superintendent or designee shall not fail to determine if nonresident students and resident transfer students will be admitted in accordance with the following criteria:

1. The school in which the student seeks to enroll has the capacity to serve the student without adversely impacting the educational opportunities for resident students attending their resident school. Factors to be considered in making this determination include, but are not limited to, the following:
   - Physical capacity of the school building and classrooms;
   - Capacity to accommodate an increase in enrollment;
   - Resources and capacity to provide the disability-related services needed by special education students;
   - Availability of staff members to service students at each site;
   - Capacity of grade levels, core and elective courses, and relevant special programs; and
   - Availability of other resources.
2. The student's status in the educational and/or juvenile court system results in the student being ineligible for open enrollment due to the following:

- The student has been expelled from another educational institution or is in the process of being expelled from another educational institution, and/or
- The student has failed to comply with any conditions imposed by a juvenile court.

3. A school shall not admit a pupil if the admission of the pupil would violate the provisions of a court order of desegregation or agreement by a school or district with the United States Department of Education Office for Civil Rights directed toward remediating alleged or proven racial discrimination.

Excess Capacity

The Superintendent shall annually estimate how much excess capacity may exist to accept transfer pupils. The estimate of excess capacity shall be made for each school and grade level and shall take into consideration:

- Resident transfer students who were enrolled in the school the previous year.
- Nonresident students who were enrolled in the school the previous year.
- Children of employees (applicable to employees' worksite only).
- Children of military personnel.
- Siblings of resident transfer students.

Enrollment Priorities

Enrollment priorities and procedures for selection shall be in the order and in accordance with the following:

1. Resident transfer students who were enrolled in the school the previous year and any sibling who would be enrolled concurrently with such students.
2. Nonresident students who were enrolled in the school the previous year and any sibling who would be enrolled concurrently with such students.
3. Resident transfer students who were not enrolled in the school the previous year.
4. Children of employees (applicable to employees' worksite only).
5. Children of military personnel.
6. Nonresident students who were not enrolled in the school the previous year.
If the Governing Board has determined there is excess capacity to enroll additional pupils, such pupils shall be from the pool of resident transfer students who were not enrolled in the school the previous year followed by the pool of nonresident students who were not enrolled in the school the previous year.

The Superintendent shall not fail to develop procedures to address the processing of applications when a school is at capacity under the admission criteria listed above.

Annual Renewal

The open enrollment status of each resident transfer student and nonresident student currently enrolled within a District school will be reviewed annually. The District will determine whether resident transfer students or nonresident students may continue in an open enrolled status based upon the admission criteria listed above. The District may deny continued open enrollment status for the following school year.

Notification

The District shall notify the emancipated student, parent, or legal guardian in writing whether the applicant has been accepted, placed on a waiting list pending the availability of capacity, or rejected. If a student is notified of acceptance under the open enrollment policy, that student must complete an enrollment packet or transfer request form for that school ten (10) calendar days after receiving notification. If the enrollment/transfer request packet is not completed by the tenth calendar day after receiving notification, the open enrollment may automatically be withdrawn by the school. If the student's application is rejected, the reason for the rejection shall be stated in the notification.

Revocation

An approved open enrollment may be revoked at any time if it is determined the provided information has been falsified or if information has been omitted from the application.

Transportation of Students Admitted Through Open Enrollment

The Superintendent shall not fail to develop procedures regarding the transportation of students admitted through open enrollment as required by law or as permitted by the District in its discretion.

District Immunity

As provided by A.R.S. §15-816.07, the District and its employees are immune from civil liability for decisions relative to the acceptance or rejection of the enrollment of a nonresident student when the decisions are based on good faith application of this policy and the applicable statutory requirements and standards.