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

PUBLIC HEARING

2012-2013 Revised Budget

Pursuant to A.R.S. 15-905 and 15-948 - At the time and place fixed in this notice, the governing board shall hold a public hearing and present the proposed changes to the budget to the persons attending the hearing. The hearing provides any resident or taxpayer an opportunity to address concerns regarding the proposed revision of the budget.

REGULAR MEETING

TIME:  6:00 p.m. – Wednesday, May 15, 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. Dysart High School JROTC Color Guard

3. Pledge of Allegiance

4. 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 __________

5. Summary of Current Events
   • Presentations, Recognitions, Celebrations
     • The Rancho Gabriela Kindergartners under the direction of Susan Wigner will perform.
     • Spotlight Video - Dual Enrollment
   • Superintendent Update
   • Governing Board Update
     • Traci Sawyer-Sinkbeil
     • Jerry Eynon
6. 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 __________

<table>
<thead>
<tr>
<th>ACTION/CONSENT</th>
<th>Submitted By</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Meal Price Changes for Nutrition Services for the 2013-2014 School Year</td>
<td>Dr. Kellis</td>
</tr>
<tr>
<td>2. Recommendation to Approve a Letter of Understanding Between Invent Now, Inc. and Dysart Unified School District and Authorize the Associate Superintendent to Sign the Letter of Understanding</td>
<td>Dr. Miller</td>
</tr>
<tr>
<td>3. Recommendation to Approve the (AVID) Advancement Via Individual Determination Implementation Agreement for Fiscal Year 2013-2014 and Authorize the Associate Superintendent to Sign the Agreement and Affiliated Documents</td>
<td>Dr. Miller</td>
</tr>
<tr>
<td>4. Recommendation to Approve e-IEP-PRO Software License Agreement and Authorize the Associate Superintendent to Sign the Agreement and Any Affiliated Documents</td>
<td>Dr. Miller</td>
</tr>
<tr>
<td>5. Recommendation to Approve Regional Advertising Insertion Order and Agreement with CineMedia, LLC for Advertising and Authorize the Assistant Superintendent of Employee and Community Relations to Sign the Agreement and Affiliated Documents</td>
<td>Mr. Dean</td>
</tr>
<tr>
<td>6. Recommendation to Approve Memorandum of Agreement (MOA) Between Commander, 56th Civil Engineer Squadron and Luke Elementary School, Glendale, AZ and Authorize the Assistant Superintendent to Sign the Agreement</td>
<td>Dr. Pletnick</td>
</tr>
<tr>
<td>7. Recommendation to Approve the Memorandum of Understanding with Nadaburg School District for Fiscal Year 2013-2014 for Tuition Enrollment of Nadaburg Resident High School Students and Authorize the Superintendent to Sign the Agreement and Affiliated Documents</td>
<td>Dr. Pletnick</td>
</tr>
<tr>
<td>8. Recommendation to Approve a Service Agreement with First Advantage Enterprise Screening Corporation for Online Testing of Classified Applicants and Allow the Assistant Superintendent for Employee and Public Relations to Sign the Agreement and Affiliated Documents</td>
<td>Mr. Dean</td>
</tr>
<tr>
<td>9. Recommendation to Approve Retirement Plan Compliance and Administration Services Agreement with TSA Consulting Group, Inc., for Voluntary Retirement Programs and Authorize the Assistant Superintendent of Employee and Public Relations to Sign the Agreement and Affiliated Documents</td>
<td>Mr. Dean</td>
</tr>
</tbody>
</table>
ACTION/CONSENT

10. Recommendation to Approve Personnel Action Items for the Period of May 1, 2013 Through May 15, 2013

11. Recommendation to Approve a Revision to the Classified Salary Placement Schedule for the 2013-2014 School Year

12. Moved to Action / Discussion

13. Item Revised and Moved to Action / Discussion

14. Hearing Officer’s Recommendation(s) Long Term Suspension

15. Professional Growth Credit and Establishment of Supplemental Assignments for Professional Growth Classes for Summer, 2013

16. Support Staff Professional Development Classes for Summer, 2013

17. Out of State Travel for One Valley Vista High School Counselor to Attend the (RMACAC) Rocky Mountain Association for College Admission Counseling Conference in Salt Lake City, UT, May 29-31, 2013

18. Out of State Travel for Seven Shadow Ridge High School (HOSA) Health Occupations Students of America Members, One Advisor and One Chaperone to Attend the HOSA National Leadership Conference in Nashville, TN, June 25-30, 2013

19. Out of State Travel for Up to Sixteen Willow Canyon High School Graphic Arts Production Students and Three Teacher/Advisors to Attend the Power of a Yearbook Training Conference in Boulder, CO, July 19-24, 2013

20. Overnight Travel for Up to Twelve Willow Canyon High School Female Volleyball Players and Two Coaches to Attend NAU Summer Volleyball Team Camp in Flagstaff, AZ, July 25-27, 2013


22. Recommendation for Approval to Issue and Release Invitations for Bid for Educational Poster Design Tools & Supplies

23. Approval/Ratification of Expense Vouchers 1049, 1050 and 1051 in the Amount of $1,812,771.39


ACTION/DISCUSSION

25. Recommendation to Approve the Appointment of Dean of Students

26. Recommendation to Approve 2012-2013 Revised Expenditure Budget

27. Revisions to the Gifted Education Scope and Sequence

12. Approval of the Minutes for the May 1, 2013 Governing Board Meeting

13. Out of State Board Travel to Attend the 2013 Rachel’s Challenge Educational Summit in Dallas, TX, June 27-29, 2013
ACTION/DISCUSSION

28. Discussion and Possible Action Regarding Proposed Political Agenda Items to be Submitted to the Arizona School Boards Association Legislative Committee and Selection of a Delegate and Alternate to Represent the Governing Board at the ASBA Delegate Assembly

Submitted By: Dr. Pletnick

INFORMATION

29. Connect2Compete – Initiative to Promote Broadband Adoption and Digital Literacy in Disadvantaged Communities

Submitted By: Dr. Pletnick

30. Reports on Advisory Committees: Career & College Readiness, Safety and Capital Plan

Submitted By: Dr. Pletnick

31. 2012-2013 Report on the Continuous Improvement Plan (CIP) for Community Outreach and IT Departments

Submitted By: Dr. Pletnick

32. Recommendation for Revision of Governing Board Policy Section 5.15 – Walkers and Riders – First Reading

Submitted By: Dr. Pletnick

CALL FOR EXECUTIVE SESSION

Call for Executive Session Pursuant to ARS 38-431.03 A.3 and A.4

It is recommended the Governing Board establish an Executive Session to be held immediately during a recess in the Regular Meeting for discussion/consultation with its attorney and to receive legal advice and to instruct its attorney regarding negotiations of the Superintendent’s Contract.

A.3 and A.4 – Superintendent’s Contract

Motion ___________ Second ___________ Vote ___________

RECESSING FOR EXECUTIVE SESSION

EXECUTIVE SESSION

GENERAL FUNCTIONS

A. Call to Order and Roll Call

Time In ________

B. Confidentiality Statement

All persons present are hereby reminded that it is unlawful to disclose or otherwise divulge to any person who is not now present, other than a current member of the Board, anything that has transpired or has been discussed during this executive session. To do so is a violation of ARS 38-431.03 unless pursuant to a specific statutory exception.

C. Executive Session

A.3 and A.4 Superintendent’s Contract

RECONVENE REGULAR MEETING

REQUESTS FOR FUTURE AGENDA ITEM(S)

ADJOURNMENT

Motion ________________ Second __________________ Vote ________
AGENDA ITEM: *Meal Price Changes for Nutrition Services for the 2013-2014 School Year

ACTION/CONSENT X ACTION/DISCUSSION _______ INFORMATION _______ SUPPORTING DATA _______

Cost: _______ N/A _______ Funding Source: _______ 510 _______

EXECUTIVE SUMMARY:
Currently at Dysart, the Nutrition Department runs the National School Lunch Program (NSLP) and School Breakfast Program (SBP), and the After School Snack Program. The child nutrition programs are non-profit and all food service operations are conducted principally for the benefit of the school child. It is proposed the price for Elementary, High School and Adult lunch served under the NSLP will increase for the 2013-2014 school year. The recommended 13-14 school year prices are listed below:

<table>
<thead>
<tr>
<th>Grade Levels</th>
<th>Full-Price Breakfast</th>
<th>Full-Price Lunch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary</td>
<td>1.00</td>
<td>2.50</td>
</tr>
<tr>
<td>High School</td>
<td>1.00</td>
<td>2.75</td>
</tr>
<tr>
<td>Adult</td>
<td>1.75</td>
<td>3.25</td>
</tr>
</tbody>
</table>

The Child Nutrition Department is proposing that meal prices increase due to rising food costs and an increase in costs associated with the recent passing of the Healthy, Hunger Free Kids Act of 2010. Section 205 of the Healthy, Hunger-Free Kids Act of 2010 (Public Law 111-296), requires school food authorities (SFAs) participating in the National School Lunch Program to ensure that schools are providing the same level of support for lunches served to students who are not eligible for free or reduced price lunches (i.e., paid lunches) as they are for lunches served to students eligible for free lunches.

The Act directs SFAs to compare the average price charged for lunches served to students not eligible for free or reduced price lunches (i.e., students receiving “paid lunches”) to the difference between the higher Federal reimbursement provided for free lunches and the lower Federal reimbursement provided for paid lunches. If the average paid lunch price is less than the difference, an SFA must either gradually adjust average prices or provide non-Federal funding to cover the difference.

Current meal prices are as follows: Elementary school lunch $2.25, high school lunch $2.50 and adult lunch $3.00. It is recommended that paid lunch meal pricing increase $.25 for the 13-14 school year, as listed in the table above.

BOARD ACTION REQUESTED:
It is recommended the Governing Board approve a $.25 per meal increase for elementary, high school and adult lunch meals for the 13-14 school year.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _______ Second: _______ Vote: _______ AGENDA ITEM: _______
**AGENDA ITEM:** *Recommendation to Approve a Letter of Understanding Between Invent Now, Inc. and Dysart Unified School District and Authorize the Associate Superintendent to Sign the Letter of Understanding*

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

**Cost:** $21,600.00  
**Funding Source:** Title I

**EXECUTIVE SUMMARY:**

It is recommended the Governing Board approve the Letter of Understanding between Invent Now, Inc. and Dysart Unified School District. The Letter of Understanding facilitates the purchase of curricula and course materials for summer enrichment programs offered the week of June 3, 2013.

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 Letter of Understanding between Invent Now, Inc. and Dysart Unified School District and authorize the Associate Superintendent to sign the Letter of Understanding and any affiliated documents.

**SUBMITTED BY:** Cyndi Miller  
**SUPERINTENDENT:** Nail Potamick

**ACTION BY BOARD:** Motion:  
Second:  
Vote:  
**AGENDA ITEM:** 2
Re: Letter of Understanding

February 11, 2013

Dear Ms. Sperling:

The purpose of this letter is to confirm our understanding ("Letter") between Invent Now, Inc. ("IN"), and Dysart Unified School District No. 89 ("SD") regarding IN providing certain curricula and course materials for use by SD in a summer education enrichment program during the week of June 3, 2013

(a) **Terms.** All terms used in this Letter with initial capital letters are defined on Exhibit A.

(b) **IN Obligations.** IN will provide to SD IN Materials for the Program.

(c) **SD Obligations**

(i) SD agrees to license three sets of the following IN Create™ Programming.

(ii) SD agrees to provide at least five weeks' prior written notice to IN so that IN may order, purchase, receive, pack and ship IN Materials and each Module

(iii) SD agrees (1) to be responsible for providing appropriate facilities and staff to present the Program; (2) to allow access to the Program by IN observers, such visits to be scheduled at mutually agreeable times;

(iv) SD is solely responsible for all marketing-related communications, enrollment and registration procedures and related matters in connection with the Program.
(d) SD agrees to pay IN a license fee of $7,200.00 for each of the three (3) program materials. IN shall invoice SD the $21,600.00 fee for the Program at the time of delivery. SD shall pay all invoices within [30 days] of receipt of the invoice. If payments are overdue more than [60 days], IN may elect to terminate this Letter. Any termination by IN does not relieve SD of its obligations to pay all unpaid invoices due.

2. LICENSES

(a) Grant of License. Subject to the terms and conditions in this Letter, IN grants to SD a non-exclusive royalty bearing right and license, to use the IN Materials solely in connection with the Program and related promotional materials. No other rights or licenses, express or implied, other than those granted in this Section 2(a), are granted to SD in and to any IN Materials. Except as otherwise set forth in this Letter, SD is expressly prohibited from reproducing, distributing or utilizing any of the IN Materials, without IN’s express prior written approval.

(b) Ownership. SD acknowledges and agrees that: (i) the IN Materials are the sole and exclusive property of IN; (ii) SD does not acquire any right, title or interest in or to the IN Materials as a result of this Letter (other than the license expressly granted it hereunder); and (iii) that all use of the IN Materials and all goodwill generated thereby inures to the benefit of IN. As between the parties, IN retains the worldwide right, title and interest in and to IN Materials, including, without limitation, any copyrights and trademarks therein. This Section 2(b) survives any termination of this Letter.

3. TERM AND TERMINATION

(a) Term. Unless earlier terminated as set forth below, this Letter commences on the date first written above and continues until the Program is completed in 2013.

(b) Earlier Termination. Either party may elect to terminate this Letter for its convenience at any time upon [60] days’ prior written notice to the other party.

(c) Effect of Termination. Upon any termination of this Letter, SD will have no further right or licenses to use any of the IN Materials. SD shall pay all amounts owing under this Letter. The parties agree that SD may keep for its own records its copies of any IN Materials in its possession at the time of termination.

4. MISCELLANEOUS

(a) Applicable Law; Jurisdiction. This Letter is governed by and construed in accordance with the laws of The State of Arizona, without giving effect to its conflict of laws principles.

(b) General Limitations. SD acknowledges and agrees that all IN Materials are provided “AS IS.” SD hereby releases IN from any liability for claims that may result from or relate to SD’s use of any of IN Materials, including, without limitation, administering the Program at any SD School.

(c) Mutual Obligations. SD and IN agree to collaborate on external communications such as news releases and other media activities. Neither party shall issue a press release without the other party’s prior written approval, not to be unreasonably withheld or delayed.
(d) Acknowledgment. SD acknowledges that IN’s education enrichment program development efforts would not be possible without the support of its sponsors. SD will permit the recognition of sponsor support of IN’s Program, such sponsor recognition to be mutually agreed to by the parties.

If the following terms and conditions are acceptable, please sign an enclosed copy of this Letter and return it to my attention. We look forward to working with SD on an educational program that is sure to be a great success.

Agreed to and Accepted this ____ day of ________, 2013.

Name of Location
Signature: ________________________________

Name: ______________________________________
Title: ______________________________________
Address: ____________________________________
E-mail: _____________________________________

Billing Information

Name of Location

Date to Send Invoice: _______________________

Name: ______________________________________
Title: ______________________________________
Address: ____________________________________
City: ___________________ State: ____________
Phone: ___________________ Fax: _____________
Preferred Method for Receiving Invoice: 
[ ] Email [ ] Fax [ ] US Mail

Very truly yours,

Name: Dawn Hosni
Title: Director of Elementary School Programs
Address: Camp Invention, 3701 Highland Park NW, North Canton, OH 44720
E-mail: dhosni@invent.org
EXHIBIT A

PROGRAM DETAILS

1. List of IN Materials: Modules, Curricula, Supplies: [IN to provide]

2. IN Materials Delivery Schedule: [tbd]

3. List of Participating SD Schools: [tbd]

4. Definitions
   (a) "Module" means age appropriate integrated curricula for students currently in Grades 1-6, focusing on hands-on science, including, without limitation, all text, graphics, manuals, teaching supplies, audio and video and any other materials. A module is designed to cover five sessions of approximately one and one half hour programming. Five sessions comprise a complete Program.
   (b) "IN Materials" means the Curricula, Modules, IN Trademarks and the following marketing materials: a flyer template for SD to reproduce, at its election, all as identified above in Paragraph 1 above in this Exhibit A.
   (c) "IN Trademarks" means IN’s trademarks, trade names, service marks and logos.
   (d) "Program" means an education enrichment program designed to be run for five days for approximately six and one half hours per day, or run for 10 days if split into ten one half day sessions. The program consists of four different curriculum modules, designed to serve up to 60 students per complete program. The program will be run during the week of June 3, 2013 by SD schools listed above in Paragraph 3 of Exhibit A.
"Exceeding standards, future ready"

GOVERNING BOARD ITEM

AGENDA ITEM: *Recommendation to Approve the (AVID) Advancement Via Individual Determination Implementation Agreement for Fiscal Year 2013-2014 and Authorize the Associate Superintendent to Sign the Agreement and Affiliated Documents

Action/Consent X Action/Discussion Information Supporting Data
Cost: $3,385.00 Funding Source: Title I

EXECUTIVE SUMMARY:

It is recommended the Governing Board approve the (AVID) Advancement Via Individual Determination Implementation Agreement for professional membership, materials and training to increase school wide/district wide learning and performance for the 2013-2014 school year. The mission of the AVID program is to close the achievement gap by preparing all students for college readiness and success in a global society.

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 (AVID) Advancement Via Individual Determination implementation agreement for membership, materials, and training for the 2013-2014 school year and authorize the Associate Superintendent to sign the agreement and affiliated documents.

SUBMITTED BY: SUPERINTENDENT: 

ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM: 3
AVID® IMPLEMENTATION AGREEMENT

This AVID Implementation Agreement ("Agreement") for AVID membership, materials, and training is entered into by and between the AVID Center, a California non-profit corporation ("AVID Center") and the school system named in Attachment A ("School System").

Article I. AVID Membership Benefits

1.1 AVID Mission and Purpose:

AVID's mission is to close the achievement gap by preparing all students for college readiness and success in a global society.

AVID Center is a non-profit corporation formed to strengthen and support the AVID community through: a focus on service to schools to ensure the quality implementation of the AVID College Readiness System; national leadership in education; and innovation through current research.

1.2 AVID Membership:

"AVID Members" or "AVID Member School Sites" are those School Sites listed in Attachment A as implementing one or more AVID programs—Elementary and/or Secondary—and with a Site Status of either "New" or "Existing". Annual membership runs concurrently with the Term of this Agreement. Sites listed in Attachment A as "planning" are not considered AVID Members and are not eligible for membership.

1.3 AVID College Readiness System and Materials:

School System is entitled to implement the applicable AVID program(s) only at the AVID Member School Sites listed in Attachment A, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member School Sites' AVID College Readiness System pursuant to the provisions of this Agreement.

Sections with "Secondary" or "District Director" in the header title herein will only apply if Secondary is listed in any AVID Member School Site's Program Name on Attachment A. Sections with "Elementary" or "Elementary Liaison" in the header title herein will only apply if Elementary is listed in any AVID Member School Site's Program Name on Attachment A.
1.4 AVID Center Support for Secondary:

AVID Center agrees to provide support to School System for its Secondary AVID Member School Sites through the District Director and in conjunction with AVID Center’s national and/or divisional offices. Membership for School System and Member School Sites implementing the Secondary Program includes support from AVID Center’s national and/or divisional offices in the following ways:

- access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute;
- access to training for the District Director through the two-year AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute;
- access to other quality continuing professional learning trainings or services such as AVID Path Trainings, AVID Weekly, AVID Test Prep, and others;
- coordination with School System’s District Director to collect, report, and analyze data from School System and Member School Sites;
- review the quality of implementation through the Certification process;
- access to ongoing AVID College Readiness System development through various divisional workshops and online offerings;
- permission to use the AVID Trademarks as described in Section 4.2 below;
- electronic newsletters and access to the resources available through the password-protected MyAVID area of AVID Center’s website;
- an AVID yearbook and ACCESS academic journals for each Member School Site listed in Attachment A as implementing the Secondary Program; and
- assistance in disseminating information about AVID to potential new AVID middle school and high school sites within School System.

1.4a AVID Center Support for AVID Elementary:

AVID Center agrees to provide support to School System for its Elementary AVID Member School Sites through the Elementary Liaison and in conjunction with AVID Center national and/or divisional offices. AVID Elementary support includes:

- access to training for the AVID Elementary site team(s) through AVID Summer Institute;
- access to training for the AVID Elementary Liaison at AVID Summer Institute and through the two-year AVID Elementary Leadership Training;
- coaching and implementation guidance during coaching visits;
- AVID Center technical assistance for the Elementary Liaison;
- coordination with School System’s Elementary Liaison to collect, report, and analyze data from Member School Sites;
- permission to use the AVID Trademarks as described in Section 4.2 below;
- Elementary AVID Weekly membership, an AVID yearbook, and ACCESS academic journals for each Member School Site listed in Attachment A as implementing the Elementary program; and
- assistance in disseminating information about AVID to potential new AVID Elementary sites within School System.
1.5 **AVID Reports:**

AVID Center agrees to provide School System with reports on AVID data collected in School System.

1.6 **AVID Summer Institute:**

AVID Center agrees to provide School System and its listed AVID Member School Sites access to AVID Summer Institute. School System and its listed AVID Member School Sites may attend strands at AVID Summer Institutes including the implementation strands appropriate for their level of implementation (i.e. Elementary and/or Secondary). Planning districts and sites are restricted from attending any of the implementation strands offered but can attend all other strands offered for their program level.

1.7 **Licensing Benefits:**

Membership includes a license to use the AVID Trademarks to promote the Member School Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Agreement. Licensing runs concurrently with the Term of this Agreement.

1.8 **Annual Membership/License Fee:**

School System agrees to pay AVID Center an annual membership/license fee based on the total number of Member School Sites in School System's AVID program according to the pricing schedule set forth in Attachment A.

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**Article II. School System Responsibilities**

2.1 **AVID Secondary Methodology:**

School System agrees to implement AVID according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks, and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. School System will implement the AVID Methodologies in the AVID elective class and in academic subject area classes. School System will not materially deviate from the AVID Methodologies without the prior written consent of the Executive Director of AVID Center. School System is responsible for each of its AVID Member School Sites' compliance with this Agreement.
2.1a **AVID Elementary Methodology:**

AVID Elementary classrooms will embed the AVID Methodologies across the curriculum and school day as designated in the implementation resources. School System will not materially deviate from the AVID Methodologies without the prior written consent of the Executive Director of AVID Center.

2.2 **AVID Secondary Student Selection:**

School System agrees to select students for AVID in accordance with the selection criteria established in the AVID Eleven Essentials. AVID Eleven Essentials may be modified and/or updated by AVID from time to time at AVID's sole discretion. Any modifications or updates will be made available to the School System and its AVID Member School Sites via the MyAVID portal.

2.2a **AVID Elementary Student Selection:**

AVID Elementary serves all students of the AVID Member School Sites listed on Attachment A as implementing the Elementary program and does not require a student selection process.

2.3 **AVID Secondary Qualified Staff:**

School System agrees to maintain, at its expense, at least one AVID District Director. The District Director will enroll in and complete or have previously completed the two year AVID District Leadership (ADL) training. School System also agrees to pay the ADL training, materials and support cost ("District Director Professional Learning Services Price") set forth in Attachment A for its District Director(s). AVID District Director responsibilities are listed in Article III below. School System will ensure that its District Director(s) comply with all of the provisions of Article III below.

2.3a **AVID Elementary Qualified Staff:**

School System agrees to maintain, at its expense, at least one Elementary Liaison. AVID Center recommends that the School System maintains one Elementary Liaison for every 10-15 AVID Member School Sites implementing the AVID Elementary program. The Elementary Liaison will receive training at an AVID Summer Institute and will enroll in and complete the two year AVID Elementary Leadership Training. School System also agrees to pay the AVID Elementary Leadership training, materials, and support cost ("Elementary Liaison Professional Learning Services Price") set forth in Attachment A. AVID Elementary Liaison responsibilities are listed in Article III below and include providing AVID Member School Sites implementing the AVID Elementary program with on-site support, articulation and data collection as it relates to AVID Elementary.
2.4 **AVID Secondary Staff Training:**

School System agrees to provide, at its expense, ongoing training for site coordinators and AVID site teams at AVID Member School Sites.

A. **AVID Summer Institute:** School System agrees to ensure that each secondary site in their initial year of implementing AVID and listed as "new" on Attachment A send a team of eight (8) members to an AVID Summer Institute. AVID Center recommends sending a site team that includes the principal, counselor, AVID coordinator, and core subject area teachers. AVID Center recommends AVID Member School Sites implementing the second year of the Secondary program send teams of at least five (5) members and encourages AVID Member School Sites to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites. The AVID District Director may attend at no additional cost and shall not be included in the minimum number of participants required per site team.

The AVID Summer Institute has three different registration rates—"Early Bird," "Regular," and "Late." All rates can be found online at www.avjd.org. If School System signs and returns this Agreement on or after May 2, 2013, the Regular Registration rate will apply to each participant listed on Attachment A. School System understands that travel, lodging, per diem costs and any other costs are not included in the price of the participant registration.

B. **School System Professional Learning:** School System agrees to conduct AVID professional learning for AVID Member School Sites in the School System based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for professional learning sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agendas provided in the AVID District Leadership training materials, and on the content areas related to educational reform initiatives in public schools in School System's state.
2.4a AVID Elementary Staff Training:

School System agrees to provide at its expense, ongoing training for all AVID Elementary administrators, classroom teachers and support staff through AVID Summer Institute teams.

A. AVID Summer Institute: All AVID Member School Sites in Year 1 or Year 2 of implementing the AVID Elementary program will send a minimum of four (4) members to an AVID Summer Institute. The AVID Elementary site team will include a site administrator and lead teachers. The AVID Elementary Liaison may attend at no additional cost and shall not be included in the minimum number of participants required per site team.

The AVID Summer Institute has three different registration rates, “Early Bird,” “Regular,” and “Late.” All rates can be found online at www.avid.org. If School System signs and returns this Agreement on or after May 2, 2013, the Regular Registration rate will apply to each participant listed on Attachment A. School System understands that travel, lodging, per diem costs and any other costs are not included in the price of the participant registration.

B. AVID Elementary Coaching Package: School Systems that have AVID Member School Sites in Year 1 and/or Year 2 of implementation of the AVID Elementary program will be required to schedule an AVID Elementary Coaching Package. This package of two (2) consecutive on-site days allows for individualized coaching to address unique needs of each district and Elementary Liaison. AVID Center will work with the Elementary Liaison to schedule the days. The School System may request additional days at the rate of $1,800.00 per day.

2.5 Data Collection:

On at least an annual basis, according to the timeline established by AVID Center, School System shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. School System shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center’s data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by School System as “privileged” or “confidential” before School System delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. School System reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Paragraph 2.5 in a manner that would violate, or cause School System to violate, any applicable provision of FERPA.
2.6 AVID Curriculum Library:

The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. Each type of Curriculum Library—Elementary, Middle Level, High School—consists of a set of AVID publications and materials.

2.6a Curriculum Library, Secondary:

School System agrees to purchase at least one (1) complete AVID Curriculum Library for each AVID Member School Site implementing the Secondary program and listed as “new” in Attachment A prior to each AVID Member School Site’s initial implementation of AVID. AVID Curriculum Library prices are set forth in Attachment A. School System shall be entitled to use AVID Secondary libraries only at the AVID Member School Sites listed in Attachment A with the Program Name including Secondary and for which the materials were originally purchased. AVID libraries are non-transferable. School System and its individual AVID Member School Sites agree to ensure that each AVID classroom has adequate AVID materials. The use of the AVID Curriculum Libraries, which are part of the AVID Materials, will also be subject to the provisions of Article IV below.

2.6b Curriculum Library, Elementary:

School System agrees to purchase at least one (1) complete AVID Elementary Implementation Library for each AVID Member School Site implementing the Elementary program and listed as “new” in Attachment A prior to each AVID Member School Site’s initial implementation of AVID. Curriculum Library prices are set forth in Attachment A. School System shall be entitled to use AVID Elementary Implementation Libraries only at the AVID Member School Sites listed in Attachment A with the Program Name including Elementary and for which the materials were originally purchased. AVID Elementary Implementation Libraries are non-transferable. School System and its AVID Member School Sites agree to ensure that each AVID classroom has adequate AVID materials. The use of the Curriculum Libraries, which are part of the AVID Materials, will also be subject to the provisions of Article IV below.
2.6c Curriculum Shipment(s):

AVID Center will ship curriculum libraries upon full execution of this agreement, once materials have been produced, if conditions of Article VII herein are fulfilled, and in accordance with the delivery date requested by School System as indicated on Attachment A as the “Requested Delivery Date”. Curriculum will be shipped to the addresses listed on Attachment A as provided by School System. School System confirms that this date and location reflect the best time and location for receipt of shipment. School System should allow a few weeks on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center’s receipt of a fully executed copy of this Agreement. The Requested Delivery Date is provided for School System’s convenience only. AVID Center’s collection and School System’s provision of such date does not constitute an affirmation of fact or promise nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. School System agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials.

Article III. AVID District Director (Secondary) and/or Elementary Liaison

3.1 Role of the AVID District Director (Secondary):

In order to disseminate the AVID Secondary program effectively and to build a strong District AVID College Readiness System, AVID Center coordinates training and networking of district leaders known as AVID District Directors. The primary role of the AVID District Director is to coordinate support for the AVID Secondary program within School System. These individuals accept responsibility for ensuring the implementation of the AVID Secondary program according to the AVID Methodologies and for facilitating the development of site conditions that ensure effective AVID implementation. AVID District Directors attend four (4) sequential AVID District Leadership trainings (ADL) in various locations to be announced throughout a two-year period. Included in ADL Sessions 1-4 are site visits to AVID Member School Sites and curriculum which develop district and regional capacity to deepen existing programs, build new programs, and provide ongoing support and professional learning to the AVID College Readiness System and coordinators.
3.1a **Role of the AVID Elementary Liaison:**

In order to implement quality grade level effectiveness and to build strong AVID Feeder Patterns, AVID Center coordinates training and networking of district leaders known as Elementary Liaisons. The primary role of the Elementary Liaison is to coordinate support and provide articulation opportunities for AVID Elementary sites. These individuals accept responsibility for ensuring the implementation of AVID Elementary key components according to the AVID Elementary Essentials and for facilitating the development of AVID Feeder Patterns and site conditions that ensure effective elementary implementation. Elementary Liaisons attend four (4) sequential AVID Elementary Leadership trainings throughout a two-year period. Trainings consist of AVID Methodologies, understanding the role and responsibilities of the Elementary Liaison, and learning about AVID's online resources, data collection, certification, and continued professional learning. Elementary Liaisons attend the Elementary Administrator and/or Elementary Liaison Strands at AVID Summer Institute with their teams and help develop the feeder patterns vision and plan for quality implementation. The Elementary Liaison attends and supports ongoing professional learning through AVID Coaching Packages.

3.2 **Time Allocation for the AVID District Director:**

The ability of the District Director to plan and conduct AVID activities is impacted by what proportion of the Director’s job responsibilities is designated for AVID. Should School System have five (5) or more AVID Member School Sites, AVID Center recommends that a substantial portion of the District Director’s time be allocated to AVID oversight. AVID Center recommends that full-time allocation or multiple District Directors be considered for rural districts with ten (10) or more AVID Member School Sites, and for urban or suburban districts with twenty (20) or more AVID Member School Sites.

3.2a **Time Allocation for the AVID Elementary Liaison:**

The ability of the Elementary Liaison to plan and conduct AVID activities is impacted by what proportion of the Elementary Liaison’s job responsibilities is designated for AVID. Should School System have five (5) or more AVID Member School Sites, AVID Center recommends that a substantial portion of the Elementary Liaison’s time be allocated to AVID Elementary oversight. AVID Center recommends that full-time allocation or multiple AVID Elementary Liaisons be considered for rural districts with ten (10) or more AVID Elementary Sites and for urban or suburban districts with twenty (20) or more AVID Elementary Sites.

3.3 **Secondary Professional Learning:**

The District Director coordinates workshops for AVID coordinators, training for AVID tutors, site team conference(s) for AVID site teams, and site team participation in the AVID Summer Institute(s).
3.3a Elementary Professional Learning:

The Elementary Liaison coordinates feeder pattern articulation meetings (with administrators, teachers, and support staff), site support, and participates in the AVID Summer Institute(s) according to the elementary training cycle.

3.4 Secondary Technical Support to Sites:

The District Director periodically visits each AVID Member School Site, at minimum, once per academic quarter. A site visit includes AVID classroom observation and coaching of the AVID coordinator, observation of subject area teachers who have participated in AVID professional learning, meeting with the AVID site team to facilitate progress towards goals identified in the Site Team Plan, and meeting with the principal to promote administrative support for and institutionalization of AVID.

3.4a Elementary Technical Support to Sites:

The Elementary Liaison visits sites, observes classrooms, coaches administration, teachers and support staff to facilitate progress toward goals identified, and to promote institutionalization of AVID Elementary Essentials. The Elementary Liaison attends AVID Elementary Leadership Training and provides ongoing professional learning for all AVID Elementary sites.

3.5 Data Collection and Research:

The District Director and/or Elementary Liaison coordinates the collection of data as requested by the national AVID Center, and uses resources within the School System or region, as available, in order to monitor progress and success of regional AVID College Readiness Systems.

3.6 Building a Structure of Support:

The District Director and/or Elementary Liaison coordinates the establishment of an AVID District team or advisory group that is made up of top-level district administration, site-level representation and representatives from local post-secondary institutions. The AVID District team or advisory group ensures the implementation and fidelity of the AVID system and collaborates on issues regarding student access to, and success in, rigorous college preparatory courses.

3.7 Outreach:

The District Director and/or Elementary Liaison responds to inquiries from his or her community regarding AVID dissemination by providing information sessions and publicity.
3.8 Secondary Partnerships with Postsecondary Institutions:

The District Director works with college and university staff to coordinate student outreach, tutor employment, AVID summer bridge programs, and support for secondary AVID students at AVID Member School Sites enrolling at the postsecondary institutions.

3.9 Secondary Special Events:

The District Director facilitates AVID events (e.g. AVID student writing contest, AVID student conference, AVID family conference).

3.9a Elementary Special Events:

The Elementary Liaison facilitates AVID elementary events (e.g. end of year recognition events, transition events and feeder pattern articulation meetings).

3.10 Partnership with AVID Center:

The District Director and/or Elementary Liaison coordinates communication with AVID Center regarding contracts for consultant services, technical assistance for district or regional planning, and the AVID certification process. The District Director also maintains open communication and collaboration with AVID Center by mailing information about regional AVID activities, by participating in AVID conferences, by networking via phone/ FAX/ email, by contributing to the AVID international academic journal, etc.
3.11 AVID District Leadership Training for District Directors (Secondary):

AVID District Leadership Training (ADL) Sessions are designed to prepare and support the AVID District Director. The four sessions are taken in sequential order over a two year period at various facilities throughout the country (the School System should periodically check www.avid.org or their divisional contact for listings). The District Director is to maintain a portfolio and additionally participate in online and web-hosted meetings coordinated by AVID Center. Upon completion of all four sessions, the District Director becomes certified by AVID as a District Director and continues their training by attending ongoing national, divisional, or state AVID Center meetings.

A. AVID provides AVID District Leadership (ADL) Training as part of the District Director Professional Learning Services fee. ADL training is for district level personnel responsible for start-up and quality assurance of the AVID Secondary program as described above and takes place over two years. ADL includes two small-group trainings per year which consist of AVID methodologies, understanding the role and responsibilities of the District Director; and learning about our online resources, data collection, certification, and continued professional learning.

The District Director Professional Learning Services Fee is $15,000.00 per District Director, payable over two years at $9,000.00 for the first year and $6,000.00 for the second year. If additional district level training is required due to turnover or supplemental support, the School System may be eligible to receive a discount at the discretion of AVID Center. The service fee does not include travel, meals, or any other expenses.

The ADL Training Schedule is split into two years. Year 1 of training includes Summer Institute, Session 1, and Session 2. Time allocated for these trainings consists of three (3) days over the summer for Summer Institute and two and a half (2½) days for each session, one (1) in the fall and one (1) in the spring. Year 2 of training includes two (2) Summer Institutes, Session 3, and Session 4. Time allocated for these trainings consists of three (3) days over the summer between training years, and two and a half (2½) days for each session, one (1) in the fall and one (1) in the spring, followed by a final three (3) days over the summer.

B. Summer Institute – District Director leads the district’s AVID site team facilitation at the AVID Summer Institute. The District Director attends Summer Institute as part of their ongoing training; therefore, the Summer Institute registration fee for the District Director is included in the total District Director Professional Services Price.

C. Materials – After attending the first ADL session, the District Director will be provided with a sample set of all Middle Level and High School curriculum, materials, binders, CDs, and supplemental materials needed for district support.

D. AVID National Office & Divisional Support – AVID Center will provide support from our national office, divisional offices, and state offices. This support will consist of phone calls, emails, and district visits at the discretion of AVID Center.
3.11a AVID Elementary Leadership Training:

AVID Elementary Leadership Training Sessions are designed to prepare and support the Elementary Liaison. The four sessions are taken in sequential order over a two year period. The location of the trainings may vary (the School System should periodically check www.avid.org or contact the AVID Elementary team for listings).

A. AVID provides the following services to the district for start-up and quality assurance of the program: AVID Elementary Leadership Training is for the designated Elementary Liaison and takes place over two years. AVID Elementary Leadership Training includes two small-group trainings per year which consist of AVID methodologies, understanding the role and responsibilities of the Elementary Liaison, and learning about the AVID College Readiness System, as well as our online resources, data collection, certification, and professional learning opportunities.

The Elementary Liaison Professional Learning Services Fee is $9,000.00 per Liaison, payable over two years at $5,400.00 for the first year and $3,600.00 for the second year. The service fee does not include travel, meals, or any other expenses.

The Elementary Leadership Training Schedule is split into two years. Year 1 of training includes Summer Institute, Session 1, and Session 2. Time allocated for these trainings consist of three (3) days over the summer for Summer Institute and two and a half (2½) days for each session, one (1) in the fall and one (1) in the spring. Year 2 of training includes two (2) Summer Institutes, Session 3, and Session 4. Time allocated for these trainings consist of three (3) days over the summer between both training years, and two and a half (2½) days for each session, one (1) in the fall and one (1) in the spring, followed by a final three (3) days over the summer.

B. Summer Institute - The Elementary Liaison is required to attend Summer Institute with new implementing elementary sites. The Elementary Liaison attends Summer Institute as part of their ongoing training; therefore, the Summer Institute registration fee for the Elementary Liaison is included in the total Elementary Liaison Professional Learning Services Price.

C. Materials - the Elementary Liaison will be provided with an Elementary Implementation Library set at about the same time the site(s) will get their order per the signed Agreement.

D. AVID National, Divisional, State Office Support - AVID Center will provide support from our national office, divisional offices, state offices, and/or independent consultants. This support will consist of phone calls, emails, and visits at the discretion of AVID Center.

Article IV. Licenses and Proprietary Rights
4.1 Copyright License:

Subject to School System's performance of all the provisions of this Agreement, AVID Center hereby grants to School System during the Term a non-exclusive, non-transferable, license, without the right to sublicense, to use the AVID Materials and the AVID Methodologies solely to implement the AVID program at the specific school sites listed in Attachment A, and for no other purpose. School System and its individual school sites will not photocopy, reproduce or otherwise duplicate all or any part of the AVID Materials or AVID methodologies without AVID Center's prior written consent, except as required to implement the AVID program at the individual school sites listed on Attachment A or except as required to otherwise perform School System's obligations under this Agreement. School System and its individual school sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. School System also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement the AVID program under the provisions of this Agreement. School System will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than a specific school site for which such materials were originally licensed. In addition, School System and its individual school sites agree not to sell, sublicense, transfer, lease, give away, disclose, distribute or otherwise dispose of any of the AVID Materials or AVID Methodologies to any third person or entity at any time. Notwithstanding the foregoing, School System may, if requested to do so, disclose such information regarding the AVID program as it determines in good faith that it is required to disclose according to the Public Records laws of the State of Arizona.
4.2 Trademark License:

Subject to School System's performance of all the provisions of this Agreement, AVID Center hereby grants to School System during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID® trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by School System or the AVID Member School Sites listed in Attachment A in order to promote and implement AVID at those Member School Sites. School System agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. School System agrees that it or its individual school sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. School System further acknowledges and agrees that it and its AVID Member School Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. School System cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member School Sites listed in Attachment A consistent with the above license. School System and its AVID Member School Sites will always use the proprietary symbol © immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If School System or its Member School Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article IV.

4.3 Rights Reserved:

Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to School System shall be reserved and remain always with AVID Center.

4.4 Proprietary Rights:

The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). School System shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. School System also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.
4.5 *Enforcement:*

The parties agree that except to the limited extent expressly set forth in Paragraphs 4.1 and 4.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event School System breaches any material provision of Article IV. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against School System without the requirement to post a bond, in addition to any other remedies available to AVID Center, for School System's breach of any provision of this Agreement.

4.6 *Proprietary Notices:*

School System agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof. AVID Center acknowledges that School System may not promote or advertise vendors. If compliance with the requirements of this section might result in impermissible promotion or advertising of the AVID program, the parties will attempt in good faith to find a means of protecting the AVID Materials without promoting or advertising the AVID program.

4.7 *Infringement:*

School System agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. School System agrees to provide AVID Center with all information and assistance reasonably requested by AVID Center for purposes of such a legal action.

4.8 *Compliance with Laws:*

School System agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over School System and its educational programs.

**Article V. Quality Control Procedures**

5.1 *Quality Standards:*

To ensure the successful implementation of AVID, School System agrees to comply with the quality standards described in the AVID Materials and in the AVID training sessions or otherwise established by AVID Center from time to time (collectively “AVID Quality Standards”).
5.2 Annual Certification:
School System agrees to participate in AVID Center’s annual certification process whereby each AVID Member School Site completes a self-study that is certified by School System’s AVID District Director. AVID Center will train School System’s AVID District Director in the certification process and will provide consultation and review. School System will forward the results of this annual certification to AVID Center in a timely fashion. AVID Center will make the final determination of each Member School Site’s certification status.

5.3 AVID Quality Assurances:
AVID Center has the right in its sole discretion to review School System’s compliance with the AVID Quality Standards, including, without limitation, the annual certification process described above. The Certification process provides a two-year timeline to encourage program improvement, if necessary, in individual schools. If as part of the Annual Certification process or otherwise AVID Center reasonably suggests certain changes be made to School System’s AVID program, School System agrees to implement such changes. As per Certification guidelines, AVID school sites that do not meet the AVID Quality Standards or do not implement AVID Center’s suggested changes may be designated “affiliate” schools. AVID school sites and/or school districts which do not meet the AVID Quality Standards or do not implement AVID Center’s suggested changes for multiple years may be asked to discontinue the AVID program at the end of a school year.

Article VI. Period of Agreement

6.1 Term:
The Term (“Term”) of this Agreement shall be as set forth in Attachment A unless earlier terminated as provided herein.

6.2 Cessation of the AVID College Readiness System:
AVID Center requests that if School System determines that it will permanently cease using or implementing the AVID College Readiness System at the end of the school year, School System should notify AVID Center in writing by May 31 of that year. AVID Center retains the right to verify that any School System that conducted the AVID College Readiness System in prior years but has indicated it is discontinuing or has discontinued AVID has: (a) ceased to offer the particular AVID Program at the school site(s), (b) ceased any further use of the AVID Materials and AVID Methodologies, and (c) ceased any further use or display of the AVID Trademarks.

Article VII. Compensation
7.1 Agreement and Purchase Order:

School System must include, along with this signed Agreement, a fully and completely executed Purchase Order for the entire Agreement as detailed on Attachment A and any other applicable and incorporated attachments. AVID Center will not fulfill any services or materials, including the shipment of any libraries without a fully executed Purchase Order and this signed Agreement. The terms and conditions of this Agreement shall control for all Purchase Orders issued pursuant to this Agreement; no terms and conditions on Purchase Orders will apply to this Agreement.

7.2 Fulfillment, Invoicing, Payment Terms:

AVID Center will invoice School System for the entire Agreement upon receiving this executed Agreement and the executed Purchase Order as detailed in Attachment A and any other applicable and incorporated attachments. School System hereby agrees to pay AVID Center for any and all fees detailed in Attachment A and any other applicable and incorporated attachments. The School System agrees to pay the total invoice amount which is due net 30 days from the date of the invoice. If School System requires any special invoicing other than as indicated above, School System MUST request so in writing at the time of execution of this Agreement.

7.3 Fulfillment, Invoicing, Payment Terms: If No Purchase Order Is Required by School System:

If the policy of the School System states that no Purchase Order is required for purchases or that this executed Agreement suffices as the School System's authorization for purchase, the School System must initial below representing and warranting to AVID Center that the School System is fully able to pay any and all fees as invoiced on Attachment A and any other applicable and incorporated attachments without an additional Purchase Order. AVID Center will invoice School System for the entire Agreement, as detailed on Attachment A and any other applicable and incorporated attachments, upon receiving this executed Agreement. The School System agrees to pay the total invoice amount which is due net 30 days from the date of the invoice. If School System requires any special invoicing other than as indicated above, School System MUST request so in writing at the time of execution of this Agreement.

INITIALS

Article VIII. Status of Parties
8.1 **Independent Contractors:**

AVID Center and School System are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

**Article IX. Authority**

9.1 **AVID Center Warranty:**

AVID Center warrants that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement. AVID Center warrants that it is a 501 (c)(3) non-profit educational corporation and the developer and sole source distributor of the AVID College Readiness System.

9.2 **School System Warranty:**

School System warrants that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of School System warrants that he or she has the authority to enter into this Agreement on behalf of School System and to bind School System to perform all of its obligations under this Agreement.

**Article X. Termination**

10.1 **Termination for Cause:**

Subject to the last sentence of this Paragraph 10.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement (including, but not limited to, School System being materially out of compliance with the intellectual property licenses and related provisions of this Agreement, or with the AVID Quality Standards) and (i) fails to cure that breach within thirty (30) days (or ten (10) days in the case of a breach involving the nonpayment of fees) of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. Any termination under this Paragraph 10.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any breach by School System of any of the provisions of Article IV shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon the breach by School System of its obligations under Article IV.
10.2 Other Terminations:

As required by A.R.S. 38-511, the parties acknowledge and agree that any party may, within three years after its execution, cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of any party is, at anytime while the contract or any extension of the contract, in effect an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. Notwithstanding any other provision of this Agreement, it shall not be a breach of this Agreement if School System’s Governing Board discontinues offering the AVID program. Any decision to discontinue offering the AVID program shall not relieve School System of its financial obligations under this Agreement.

10.3 Cessation of Use:

Upon termination or expiration of this Agreement: (a) the licenses in Article IV shall automatically terminate and revert to AVID Center, (b) School System shall thereafter immediately discontinue AVID in all of its school sites, and cease using the AVID Materials, AVID Methodologies or the AVID Trademarks in any way, and (c) School System shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.

10.4 Cumulative Remedies:

All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Sections 4.3, 4.4, 4.5, 4.6, 7.1, 7.2, 7.3 and all of the provisions of Articles X and XI shall survive the termination or expiration of this Agreement.

Article XI. General Provisions

11.1 Governing Law and Venue: Term intentionally deleted by mutual consent of School System and AVID Center.

11.2 Entire Agreement:

All Attachments to this Agreement are fully incorporated herein. This Agreement, including Attachments, constitutes the entire agreement between the parties regarding this subject matter herof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.
11.3 Limitation of Liability:

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.

11.4 Severability:

If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

11.5 Attorney's Fees:

In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, in addition to other relief to which it is entitled.

11.6 Assignment:

Neither School System nor AVID Center shall have the right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without the other party's prior written consent, which can be withheld in its discretion.

11.7 Notice:

All notices, requests or other communications under this Agreement shall be in writing, and shall be sent to the designated representatives of the parties at the addresses set forth below their signatures on this Agreement or in Attachment A, and shall be deemed to have been duly given on the date of service if sent by facsimile (provided a hard copy is sent in one of the manners specified herein), or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. Each party is required to notify the other party in the above manner of any change of address.

Notices to Dysart Unified School District should be sent to:

The Office of the Superintendent

Dysart Unified School District #89

15802 North Parkview Place

Surprise, Arizona 85374
11.8 Counterparts:

This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.

11.9 Waiver:

The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.

11.10 Facsimile and Electronic Signatures:

The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format; they will in a timely manner send the other party the countersigned signature page(s).

Article XII. Additional Terms and Conditions Required by School System

12.1 Scrutinized Business Operations:

As required by A.R.S. §§ 35-391.06 and 35-393.06, AVID Center certifies that it does not have a scrutinized business operation in either Sudan or Iran.

12.2 Registered Sex Offender Restriction:

Pursuant to this contract, the named vendor agrees by acceptance of this contract that no employee of the vendor or a subcontractor of the vendor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The vendor further agrees by acceptance of this contract that a violation of this condition shall be considered a material breach and may result in a cancellation of the contract at the District's discretion.
12.3 **Compliance with Immigration Laws:**

As required by A.R.S. § 41-4401, AVID Center certifies that it and all of its subcontractors, if any, are in compliance with federal immigration laws and regulations that relate to their employees and with A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of this agreement and shall be subject to penalties up to and including termination of this agreement. District shall have the right to inspect the papers of AVID Center and of any subcontractors to ensure that Contractor and any subcontractors are complying with this warranty.
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their respective signatures, but such dates shall not alter the Term of this Agreement as specified in Attachment A.

AVID Center, a California Non-Profit Corporation 501(c)(3)  

Signature: AVID Center Authorized

Printed or Typed Name

Title

Date

AVID Center
9246 Lightwave Avenue, Suite 200
San Diego, CA 92123
Employer ID # 33-0522594

Dysart Unified School District #89 AZ

Signature: Superintendent or Designee

Printed or Typed Name

Title of Designee

Date
Attachment A
AVID Implementation Pricing Schedule:

1. School System:
   - Legal Name of Entity: Dysart Unified School District #89
   - Federal Employer ID #: 86-6000520
   - District NCES #: 402690

2. Term of Agreement:
   - July 1, 2013 to June 30, 2014

3. Agreement Processing and Billing Procedures:
   - Contact for Contracts: Mary Simmons
     - Title: District Records Manager
     - District Name: Dysart Unified School District #89
     - Business Address: 15802 North Parkview Place
     - City, State, Zip Code, Country: Surprise, AZ, 85374, USA
     - Telephone: 623-876-7024
     - E-Mail: mary.simmons@dysart.org
   - Billing Contact: Chris Borders
     - Title: Office Manager
     - District Name: Dysart Unified School District #89
     - Business Address: 11425 N. Dysart Road
     - City, State, Zip Code, Country: El Mirage, AZ, 85335, USA
     - Telephone: 623-876-7501
     - E-Mail: chris.borders@dysart.org
Attachment A (Continued)

4. District Director:

<table>
<thead>
<tr>
<th>AVID District Director (DD):</th>
<th>Tim Rockey</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Instructional Coach</td>
</tr>
<tr>
<td>District Name:</td>
<td>Dysart Unified School District #89</td>
</tr>
<tr>
<td>Business Address:</td>
<td>10909 N. Perryville Road</td>
</tr>
<tr>
<td>City, State, Zip Code, Country:</td>
<td>Surprise, AZ, 85388, USA</td>
</tr>
<tr>
<td>Telephone:</td>
<td>623-876-7917</td>
</tr>
<tr>
<td>E-mail:</td>
<td><a href="mailto:trockey@dysart.org">trockey@dysart.org</a></td>
</tr>
</tbody>
</table>

2/1/2013
5. Member Schools:

School System will offer the AVID program in one (1) total school(s) during the 2013 - 2014 school year.

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades AVID Program Implemented</th>
<th>Program Name</th>
<th>Site Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dysart High School</td>
<td>9, 10, 11, 12</td>
<td>Secondary</td>
<td>Existing</td>
</tr>
</tbody>
</table>

Subtotal Schools

<table>
<thead>
<tr>
<th>Secondary</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Schools</td>
<td>1</td>
</tr>
</tbody>
</table>
6. **Fee Schedule:**

<table>
<thead>
<tr>
<th># of Schools</th>
<th>AVID Secondary Membership/License Fee per School Site</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 to 9</td>
<td>$3,385.00</td>
</tr>
<tr>
<td>10 to 19</td>
<td>$3,095.00</td>
</tr>
<tr>
<td>20 to 29</td>
<td>$2,820.00</td>
</tr>
<tr>
<td>30 to 39</td>
<td>$2,155.00</td>
</tr>
<tr>
<td>40 to 59</td>
<td>$2,010.00</td>
</tr>
<tr>
<td>60 to 79</td>
<td>$2,010.00</td>
</tr>
<tr>
<td>80 to 99</td>
<td>$1,850.00</td>
</tr>
<tr>
<td>100 to 119</td>
<td>$1,850.00</td>
</tr>
</tbody>
</table>

One (1) Secondary school(s) X $3,385.00 = $3,385.00
Total Membership Price = $3,385.00

7. **District Director Professional Learning Services:**

- **District Director(s)**
  - Tim Rockey:

  Tim Rockey:  
  Total District Director Professional Learning Services Price = $0.00

**ADL Training Status**
- Completed ADL Training
- No Charge

**TOTAL 2013-2014 IMPLEMENTATION PRICE**
- Contract signed and returned on or before May 1, 2013 $3,385.00 Plus applicable taxes
- Contract signed and returned between May 2, 2013 and late fee start date $3,385.00 Plus applicable taxes
AGENDA ITEM: *Recommendation to Approve e-IEP-PRO Software License Agreement and Authorize the Associate Superintendent to Sign the Agreement and Any Affiliated Documents

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

Policy Reference: BBA Cost: $25,000 est. Funding Source: Funding

EXECUTIVE SUMMARY:

Administration recommends Governing Board approval of e-IEP Pro Software and License Agreement which facilitates special education data management and administration.

The agreement has been reviewed and released by District legal counsel.

BOARD ACTION REQUESTED:

It is recommended that the Governing Board approve the e-IEP PRO software license agreement for the 2013-2014 school year and authorize the Associate Superintendent to sign the agreement and any affiliated documents.

SUBMITTED BY: ACTION BY BOARD: Motion: ___ Second: ___ Vote: ___ AGENDA ITEM: ___
e-IEP PRO Software License Agreement

MediaNet Solutions, Inc. (hereinafter "MSI"), owner of e-IEP PRO Software, (hereinafter "Software") produces the Software that is used in special education data management and administration.

Software License Agreement - Dysart Unified School District (hereinafter "Licensee") desires to license Software for its own internal use, and MSI is willing to grant Licensee such a license, subject to the terms and conditions of this Agreement. The Software is licensed (not sold) under yearly subscriptions allowing Licensee to use the Software during the specified subscription period.

Grant of Software License - By subscribing to the Software, the Licensee is hereby granted a nontransferable, nonexclusive license to use the Software for the term of the subscription. Licensee agrees that it will not assign, sublicense, or transfer Licensee's rights under this Agreement, or pledge, lease, rent, lend or sell Licensee's copy of the Software to others. Software is defined as the e-IEP PRO computer program and interface used to view, input, and print data for special education student management or other documents and information. It also includes any updates or maintenance releases to the Software during the subscription term.

Term - The term of this Agreement shall run from July 1, 2013 through June 30, 2014, (12-months) and then for each annual period for which the Software subscription is renewed. This Agreement is effective upon receipt of Software and shall continue until terminated. This Agreement will terminate automatically if Licensee does not renew the annual subscription and pay the associated fees, billed annually after the first year.

User Login and Passwords - All Licensee staff using the Software to complete, review and print special education reports and forms, or any other reports or data included in Software modules will be entitled to log onto the Software and view and/or manipulate data. Passwords are to be kept confidential and not shared with persons or entities outside Licensee's institution. This protects the integrity of Licensee’s information. Anyone with a valid set of user/group names and password can log in and manipulate the Software's data. It is the responsibility of the Licensee to ensure that individual and/or group passwords are managed in compliance with the requirements of Family Educational Rights and Privacy Act (FERPA) and Health Insurance Portability and Accountability Act (HIPAA) as appropriate.

Copyright - All title and copyrights in and to Software (including but not limited to any images, photographs, animations, video, audio, music, text, and applets incorporated into the product), the accompanying printed materials, and any copies of the Software are owned by MSI and consider proprietary and confidential to MSI. The Software contains MSI trade secrets, and Licensee may not decompile, reverse engineer, disassemble or otherwise reduce the Software to human perceivable form. Licensee may not modify, adapt, translate, rent, sublicense, assign, loan, resell for profit, distribute, or recreate the Software. Licensee also may not create derivative works based on the Software or any part thereof.

Restrictions on Use - The license granted by MSI to Licensee to use the Software is subject to the following restrictions:

- The Software may be used only by Licensee for its internal business purposes and only for the direct benefit of Licensee.

- The Software may be used at any point in time only by the number of persons and/or for the number of students for whom a license fee has been paid; all such use may only be by those persons using the Software for the benefit of Licensee in the course and scope of their employment with Licensee.

- Access to the Software can only be provided to outside agencies and/or entities as approved and accepted by MSI.
**Service Level Commitment** - MSI is committed to providing superior service and support. MSI's service level commitment provides security, uptime guarantee, system response time guarantee, and product support to the Licensee.

(A) **Security** - The student data created by Licensee is owned exclusively by Licensee. MSI will never use Licensee's data or make the data available to any third party without written permission. MSI ensures the privacy of Licensee's data by utilizing industry best-practices for security such as password protection, data encryption and secure networks. Data is stored using Microsoft SQL Server on Windows 2008 servers housed in a state-of-the-art Data Center that follows FERPA data security policies and procedures. The transfer of sensitive data, such as student data, is accomplished over a secure network using secure socket layers (SSL). Components of the system, where technically feasible, are redundant and fault tolerant.

(B) **Uptime Guarantee** - The portions the Software services which are operated by MSI will have at least 99% uptime, as measured monthly, excluding planned downtime. MSI will notify Licensee within two business hours of any known and verified unscheduled downtime and update the status to Licensee periodically until the service is restored. MSI will notify Licensee when the service is restored. Planned downtime will be no greater than eight hours monthly and will occur at a regularly scheduled time during off-peak periods.

(C) **Product Support** - Technical support for Software is provided as part of the subscription fee for each subscription. For any issues related to use of the Software for the purpose(s) intended, MSI staff are available for phone or e-mail support for the Licensee's designated technical support Primary Contacts (hereinafter "PC") as deemed necessary by MSI personnel and subscribed for and designated by Licensee. PCs are a pre-defined limited set of Licensee staff that are authorized to receive technical support from MSI in the use of the Software. Technical support services are available through toll-free phone and e-mail Monday through Friday (except major holidays) from 8:00 am to 5:00 pm (GMT-Arizona) with response times within 2 business hours.

**Termination** - This Agreement is effective from the start date set forth in the "Term" section through the end date as set forth in the "Term" section and shall remain in effect for each annual period for which the Software subscription is renewed. Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches any obligation and fails to cure such breach within thirty (30) days after receiving notice; provided, however, that, (a) for any noncompliance with this Agreement or the Terms of Service, MSI may terminate this Agreement in a shorter period of time if such termination is necessary for MSI to avoid liability or (b) for Licensee's failure to timely pay fees due, MSI may immediately terminate this Agreement and discontinue the Software. Termination of this agreement is automatic if the annual Maintenance and Support fees are not received by MSI within sixty (60) days of invoice. Notwithstanding anything to the contrary in this Agreement, either party shall have the right to immediately terminate this Agreement in the event the other party: (a) terminates or suspends its business; (b) becomes subject to any bankruptcy or insolvency proceeding under United States Federal or state statutes that is not cured within sixty (60) days; (c) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority; or (d) has wound up liquidated, voluntarily or otherwise ceased to conduct its business in the normal course.

Upon termination or expiration of this Agreement, Licensee shall immediately pay all amounts due to MSI as of the date of termination or expiration (and all unpaid charges will be deemed to immediately become due), and immediately cease all use of the Software. Termination of this Agreement shall not bar MSI from seeking any other remedy it may have available against Licensee for breach of the Agreement. Licensee shall hold MSI harmless for any loss or other consequences of a termination of the License under this Agreement.

Except as otherwise expressly provided herein, all Licensee's rights under this Agreement will immediately terminate upon the termination or expiration of this Agreement. Any and all provisions, promises and warranties contained herein which by their nature or effect are required or intended to be observed, kept or performed after termination of this Agreement will survive the termination or expiration of this Agreement and remain binding upon and for the benefit of the parties hereto.
Cancellation/Refund - If a subscription and/or this Agreement is cancelled or terminated by Licensee after the commencement of the subscription year, there will be no full or partial refunds. If a subscription and/or this Agreement is cancelled or terminated by MSI, a pro-rated portion equal to the fees paid by Licensee minus the costs incurred by MSI will be refunded to the Licensee.

Limited Warranty - MSI warrants that the Software will perform substantially in accordance with its defined purpose during the course of the subscription period.

Disclaimer of Warranties - Except as provided herein, this Software and any related services are provided "as-is", and to the maximum extent permitted by applicable law, Software disclaims all other representations and warranties, express or implied, regarding this software, the related materials and any services rendered in conjunction with the Software, including their fitness for a particular purpose, their quality, their merchantability, or their non-infringement. MSI does not warrant that the Software is free from bugs, viruses, errors, free from interruption, or other program limitations. MSI makes no warranty regarding the accuracy, completeness, sequence, timeliness or availability of the software or any part thereof, including any information or other materials transmitted by licensee or authorized third parties using the software.

Access to Service - The parties acknowledge that, since the Internet is neither owned nor controlled by any particular entity, MSI can make no guarantee that any given user will be able to access the Software at any given time. There are also no assurances that access and service will be available at all times or be uninterrupted, and MSI shall not be liable to Licensee for failure of accessibility to the Software, including due to failures of the computer which it is installed on or for other causes beyond MSI's reasonable control.

Indemnification - Licensee agrees to completely indemnify, hold harmless and defend MSI, including its officers, directors, shareholders, and agents, against any and all claims, including claims by third parties, agents or employees of Licensee, which arise directly or indirectly out of this Agreement, out of Licensee's use or operation of the Software, or out of exporting, sending, transmitting and/or sharing of Software data, except for the sole and/or gross negligence of MSI or the intentional and willful misconduct of MSI.

Limitation of Liability and Assumption of Risk - MSI shall not be responsible or liable for any incidental, actual, or consequential damages suffered by Licensee through the uses or operation of the Software, whether or not such damages or the risk of such damages were disclosed to MSI or reasonably foreseen. The entire risk of use and consequences of use of the Software including, but not limited to, lack of compliance with State or Federal rules or regulations, is assumed by and falls completely on Licensee. MSI shall not be liable in any respect for any claims, loss or injury alleged to have resulted from use of or in reliance on the Software.

The Software provides features that can be used to send, export and/or share Software data with external computer systems owned by the Licensee or contracted by the Licensee with other entities related to the Licensee's needs that include but are not limited to state, federal and/or Medicaid reporting requirements. MSI shall not be responsible or liable for any incidental or consequential damages suffered by Licensee in the exporting, sending, transmitting and/or sharing of Software data, whether or not such risks or damages were disclosed to MSI or otherwise reasonably foreseen. The quality and usefulness of the Software data is solely the responsibility of the Licensee to assess and maintain. The entire risk and consequences of exporting, sending, transmitting and/or sharing of Software data is assumed by and falls completely on the Licensee and it shall hold MSI harmless in any respect for any claims, loss or injury alleged to have resulted from use of or in reliance on the Software's data. In this respect, Licensee agrees to completely indemnify MSI including its officers, directors, shareholders, and agents, and defend against any and all claims, including claims by third parties, agents or employees of Licensee, which arise directly or indirectly out of exporting, sending, transmitting and/or sharing of Software data.
Limitation of Damages – The parties agree that any claim for damages against MSI arising directly or indirectly out of this Agreement or the use of the Software is limited to and shall not exceed the most recent amount paid by Licensee for a 12 month license to use the Software. In no event shall MSI be liable for any indirect, incidental, consequential, special, multiple, punitive or exemplary damages or lost data, loss of goodwill, work stoppage, hardware failure or malfunction, or loss of federal or state benefits including Medicaid reimbursements or privileges, even if MSI has been advised of the possibility of such damages, whether arising out of tort, contract, warranty or strict liability, and even if the limited warranty remedy fails of its essential purpose. This limitation of liability does not apply if liability arises as a result of MSI’s intentional misconduct or willful or gross negligence.

Assignment - MSI shall have the right to assign this Agreement, and all of its rights and privileges under this agreement, to any other person, firm or corporation without Licensee’s prior consent; provided that the assignee shall expressly assume and agree to perform the obligations and the functions of MSI relative to this agreement. Licensee may not assign this Agreement, or any rights granted to Licensee under this Agreement.

Complete Agreement - This Agreement sets forth MSI’s entire liability and Licensee’s exclusive remedy with respect to the Software. The Licensee acknowledges that this Agreement is a complete statement of the Agreement between Licensee and MSI, and that there are no other contemporaneous understandings, promises, representations, or descriptions regarding the Software or any related services. This Agreement does not limit any rights that MSI may have under trade secret, copyright, patent, or other laws. The representatives of MSI are not authorized to make modifications to this Agreement, or to make any additional representations, commitments, or warranties binding on MSI, other than in writing signed by an officer of MSI. Accordingly, such additional statements are not binding on MSI, and the Licensee should not rely on such statements. If any provision of this Agreement is invalid or unenforceable under applicable law, then it is, to that extent, deemed omitted and the remaining provisions will continue in full force and effect.

Jurisdiction and Governing Law - The validity and performance of this Agreement shall be governed by Arizona law, except as to copyright and trademark matters, which are governed by federal law. The parties agree that the exclusive venue for any legal actions arising out of this agreement shall be filed in the courts of Maricopa County in and for the State of Arizona.

Cancellation for Conflict of Interest - Per A.R.S. 38-511 the Licensee may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when MSI receives written notice of the cancellation unless the notice specifies a later time.

Contract’s Employment Eligibility - By entering the contract, MSI warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. The Licensee may request verification of compliance from any contractor or subcontractor performing work under this contract. The Licensee reserves the right to confirm compliance in accordance with applicable laws. Should the Licensee suspect or find that MSI or any of its subcontractors are not in compliance, the Licensee may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of MSI. All costs necessary to verify compliance are the responsibility of MSI.

Terrorism Country Divestments - Per A.R.S. 35-392, the Licensee is prohibited from purchasing from a company that is in violation of the Export Administration Act.
Scrutinized Business operations - Per A.R.S. 35-391, the Licensee is prohibited from purchasing from a company with scrutinized business operations in Sudan. Per A.R.S. 35-393, the Licensee is prohibited from purchasing from a company with scrutinized business operations in Iran.

Fingerprint Checks - A Contractor, Subcontractor, Vendor, or any employee of a Contractor, Subcontractor, or Vendor, who is contracted to provide services at least once a month for two or more months during the fiscal year at an individual school, shall obtain a valid fingerprint clearance card pursuant to A.R.S. 41-1758 et seq. The Superintendent or Superintendent approved designee(s) may exempt the fingerprint requirement upon determining that the Contractor, Subcontractor, Vendor, or any employee of a Contractor, Subcontractor, or Vendor is not likely to have independent access or unsupervised contact with students as part of their normal job duties while performing services at the school.

Offshore Performance - Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

Except for the conditions set in the "Limitation of Liability and Assumption of Risk" section of this Agreement, the Dysart Unified School District Contract No. 14-003A shall prevail in the event any part of this Agreement conflicts with the specifications and/or terms and conditions of said Dysart contract.

Authorization:

MediaNet Solutions, Inc.

By: ________________________________
   (Signature)

Printed Name: Jeffrey S. Kline

Its: President

On this ____ day of _____________, 2013

Licensee: Dysart Unified School District
Licensee CTDS #: 07-02-89-000

By: ________________________________
   (Signature)

Printed Name: Cyndi Miller

Title: Associate Superintendent

On this 15th day of May, 2013
AGENDA ITEM: *Recommendation to Approve Regional Advertising Insertion Order and Agreement with CineMedia, LLC for Advertising and Authorize the Assistant Superintendent of Employee and Public Relations to Sign the Agreement and Affiliated Documents

Action/Consent X Action/Discussion Information Supporting Data X
Cost: $2,650.00 Funding Source: M&O

EXECUTIVE SUMMARY:

It is recommended the Governing Board approve the Regional Advertising Insertion Order and Agreement with CineMedia, LLC for advertising. The agreement facilitates advertising of Dysart Unified School District at Ultrastar Theaters.

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 Regional Advertising Insertion Order and Agreement with CineMedia, LLC for advertising and authorize the Assistant Superintendent for Employee and Public Relations to sign the agreement and any affiliated documents.

SUBMITTED BY: [Signature]
SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM: 5
CONTRACT ADDENDUM

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

**Term.** The term of the underlying Agreement shall be for one year only, or until June 30, 2014. The parties may agree to renew this agreement on an annual basis for up to four additional one year terms.

**Indemnity (replacing paragraph 10 of NCM’s terms and conditions).** To the extent permitted by law, each party (as "Indemnitor") agrees to defend and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person including death or property damage but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

**Arizona Law (modifying paragraph 14 of NCM’s terms and conditions).** 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 to 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 contact, but only as an emergency fiscal measure.

**E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the parties warrant their compliance with all federal immigration laws and regulations that
relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). A party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The parties each retain the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the other party's random inspections including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

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. (replacing paragraph 13 of NCM’s terms and conditions). 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: Jimm Dean
SIGNATURE: ____________________________
TITLE: Assistant Superintendent

CONTRACTOR

NAME: ____________________________
SIGNATURE: ____________________________
TITLE: ____________________________
REGIONAL ADVERTISING INSERTION ORDER AND AGREEMENT

Advertiser desires to place advertisements with National CineMedia, LLC ("NCM") for exhibition at the Locations specified, and upon the terms set forth herein, including the Insertion Order Agreement Terms and Conditions set forth on page 2. It is agreed as follows:

<table>
<thead>
<tr>
<th>ADVERTISER INFORMATION:</th>
<th>BILLING INFORMATION:</th>
<th>Agency</th>
<th>Account No.: STEVE BELL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact POLLY CORSINO</td>
<td>Contact POLLY CORSINO</td>
<td></td>
<td></td>
</tr>
<tr>
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TOTAL MEDIA $2,690.00

TOTAL DUE $2,650.00

Promotional items are non-commissionable. Special effects, customized placement, rush charges, and changes are extra. All duplication, creative services, and network implementation fees are at advertiser's expense. Fulfillment costs are estimated and final costs may vary. Payment is due when the flight ends.

Advertiser Name/X: X

Note: NCM Media Services Fees $250.00

SUBTOTAL $2,650.00

Less Deposit $-

TOTAL DUE $2,650.00

***Internal Office Use Only***
REGIONAL ADVERTISING INSERTION ORDER AND AGREEMENT

Terms & Conditions [LO, Page 3]

(8) the Advertiser Content and Advertising do not contain any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, deceptively interfere with, surreptitiously intercept, or expropriate any system, data, information, or property of another; (7) the Advertiser Content, Advertising and Promotional Materials are not, in whole or in part, pornographic, obscene, abusive, threatening, indecent, vulgar, defamatory, harassing, do not otherwise constitute trade libel, a violation of the right of publicity or an invasion of privacy, do not violate any other laws relating to advertising, and are not otherwise objectionable or unlawful; (6) the Advertiser Content, Advertising, and Promotional Materials are not false or misleading; (5) the Advertiser Content, Advertising and Promotional Materials do not infringe, violate or misappropriate any third party copyright, trademark, right of or to privacy, publicity or likeness, or other intellectual property or proprietary right; and (1) the Advertiser Content, Advertising and Promotional Materials will be free from defects, materials or workmanship. If Advertiser exercises this contract as an agency or media buyer for a client, such Advertiser and its client shall be jointly and severally responsible for all payments hereunder. Advertiser covenants that if Advertiser at any time fails to have all rights necessary to enable NCM to perform its obligations and exercise its rights under this Agreement, Advertiser will obtain all such rights, and will be solely responsible for any liability of either party arising out of any claim, allegation, suit or proceeding alleging that either party does not have such rights.

9. Disclaimer and Limitation of Liability. NCM PROVIDES ALL NCM CONTENT AND ALL SERVICES PERFORMED BY NCM UNDER THIS AGREEMENT "AS-IS" AND "AS AVAILABLE." NCM MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE NCM CONTENT OR SUCH SERVICES, AND ADVERTISER HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF NCM REGARDING THE NCM CONTENT OR SUCH SERVICES. NCM EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE NCM CONTENT AND SUCH SERVICES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NCM'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO NCM UNDER THIS AGREEMENT DURING THE 3 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL NCM BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES RELATING TO LOST DATA, LOST REVENUE OR PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF NCM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Indemnification. Advertiser is responsible for and will indemnify, defend, and hold harmless NCM and its subsidiaries and affiliates, and their owners, officers, directors, employees and agents, from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any: (1) actual or alleged breach of any provision of this Agreement; (2) negligence or willful misconduct on the part of Advertiser; (3) exhibition, distribution, display, performance, reproduction, or other use by NCM of the Advertising, Advertiser Content or Promotional Materials; or (4) damage to property or injury to or death of any person directly or indirectly caused by any use or misuse of any Advertiser Content or Advertising, including, without limitation, and promotional materials or other packaging materials used in connection therewith. NCM will provide Advertiser with notice of any claim or allegation, and NCM has the right to participate in the defense of any such claim at its expense.

11. Termination and Remedies. NCM may terminate this Agreement immediately upon any breach by Advertiser of this Agreement (in addition to any other available remedy) or upon not less than 30 days notice to Advertiser for any other reason. Upon termination by breach by Advertiser, all fees paid for Advertising which has not been exhibited will be forfeited by Advertiser. Upon any termination, NCM is not required to preserve or maintain any Advertiser Content or Advertising. If Advertiser desires NCM to provide Advertiser with a copy of any Advertiser Content or Advertising, Advertiser must notify NCM in writing within 60 days of the last exhibition of the Advertising (such copy to be provided at Advertiser's sole expense).

12. Cancellation. Advertiser may not modify or cancel this Agreement except by written consent of NCM.

13. Insurance. Advertiser will provide a general liability insurance policy (or policies) covering such advertising, with no unusual exclusions, and with policy limits of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate. Advertiser will also obtain an advertising errors and omissions policy with similar coverage. NCM and its affiliates will be named as additional insured's on such policy (or policies), and the policy (or policies) will provide that it (or they) will not be subject to modification or cancellation without at least thirty (30) days prior written notice to NCM. Upon request, Advertiser will furnish NCM with a certificate of insurance evidencing the foregoing coverage before the advertising is exhibited.

14. Additional Terms. Advertiser may assign or otherwise transfer this Agreement or any of Advertiser's rights hereunder without the prior permission of NCM. Any attempt to do so in violation of the foregoing sentence will be null and void. This Agreement will be binding on the parties and upon their heirs, personal representatives, executors, administrators, successors and assigns. The parties agree for themselves and their heirs, personal representatives, executors, administrators, successors or assign to execute any Instruments to perform any acts that may be necessary or proper to carry out the purposes of this Agreement. This Agreement will be governed by the laws of the State of Colorado excluding its conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction and venue in the state and federal courts sitting in Denver, Colorado for any dispute concerning the interpretation or effect of this Agreement. In all such disputes arising under this Agreement, the parties expressly waive all constitutional and statutory rights to trial by jury. In any actions to enforce the terms of this Agreement, the prevailing party will be entitled to recover all of its costs relating thereto, including, without limitation, reasonable attorneys' fees, court costs and any other costs of collection. The relationship between the parties under this Agreement is one of independent contractors. The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other or subsequent breach. If any provision of this Agreement is deemed unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Any failure or delay in performance by NCM will be excused (and will not constitute a breach of this Agreement) to the extent due to any cause not reasonably within NCM's control, including, without limitation, third party acts, collisions or failures, casualty, labor disputes, governmental action or acts of God. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter of this Agreement.
The Agreement between NCM and Advertiser will include, and all Advertising exhibited by NCM for Advertiser will be subject to, the following Terms and Conditions:

1. NCM Services. Subject to the terms of this Agreement, NCM will arrange for the Advertising to be exhibited as specified in each Order entered into under this Agreement. Notwithstanding the foregoing, the exhibition of the Advertising, and performance by NCM of its obligations under this Agreement, will be subject to the extent that (and may be delayed if) Advertiser fails to perform its obligations under this Agreement in a timely manner or otherwise fails to comply with the terms of this Agreement. Any unexcused failure by NCM to perform any obligation under this Agreement will affect only the obligation with respect to which the failure occurred and will not in any way affect any other obligations of NCM under this Agreement or Advertiser’s sole and exclusive remedy for any such unexcused failure by NCM will be limited to NCM’s reperformance solely of those obligations with respect to which the failure occurred in a reasonable time period following notice of the failure from Advertiser and will not affect any other obligations of NCM under this Agreement.

2. In-Theatre Advertising. All In-Theatre Advertising or other content subject to this Agreement will be subject to any audience or advertising restrictions or limitations imposed on NCM by motion picture studios, producers, distributors, exhibitors or other third parties. In addition, on a site and absolute discretion, NCM may elect to not exhibit or present any In-Theatre Advertising or other content before any motion picture or movie rating. Any screen count or theatre locations for In-Theatre Advertising set forth on an Order are approximate and the actual screen count and theatre locations will be mutually agreed upon by the parties pursuant to this Agreement.

3. Internet and Online Advertising. The American Association of Advertising Agencies (AAAA)/Interactive Advertising Bureau (IAB) Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0 (the "Terms"), a copy of which is available upon request from NCM, are incorporated into this Agreement for all Internet and online Advertising purchased under this Agreement. "Colorado" and "Denver County, Colorado" are inserted into the respective placeholders in Section XVII(b) of the Terms. If there is no Agency for this Insertion Order, "Agency" replaces "Agency" in all instances in the Terms and Section III(c) of the Terms is deleted. The terms of this Agreement will control over any contradictory terms set forth in the Terms in the event of conflict between this Agreement and the Terms.

4. Fees and Payment. Advertiser will pay all fees as specified on each Order under the terms set forth on that Order and in these Terms and Conditions. If Advertiser fails to pay NCM any undisputed amount when due, Advertiser will be obligated to pay interest on the unpaid amount from the date such unpaid amount was due until it is paid at the rate of 12% per annum. Advertiser Obligations. In addition to the other obligations of Advertiser set forth in this Agreement, Advertiser will, at its expense, and at its risk of loss, provide NCM with the Advertising as required by NCM at least 7 to 20 business days (dependent upon Advertising vehicle selected) in advance of the date scheduled by NCM for transfer of the materials for use or production as Advertising.

5. Content. 6.1 Advertiser Content. All advertising, information, data, text, photographs, video, images, audio, call to action, and other content ("Content") provided by Advertiser for use in the Advertising ("Advertiser Content"), as well as the Advertising itself, is subject to prior approval by NCM. Advertiser Content must be in compliance with the Media Specifications, Creative Deadlines and Advertising Guidelines at http://adspecs.ncm.com. Advertiser Content shall not include the exhibition or display of any trademark, service mark, logo or other branding of a third party without prior written approval of NCM. NCM may reject any Advertiser Content or Advertising for any reason, provided that NCM has no obligation to review any Advertiser Content or Advertising for compliance with this Agreement or any applicable law, rule, or regulation. Advertiser will remain solely responsible for any liability arising from the Advertiser Content or Advertising, including but not limited to any laws relating to obscenity, defamation, trade libel, the right of publicity or likeness, the right of or to privacy, any laws relating to intellectual property, and any laws relating to advertising. If any Advertiser Content or Advertising is rejected by NCM, Advertiser will promptly replace the Advertiser Content or Advertising acceptable to NCM so as not to delay the schedule for the display of the Advertising. Advertiser will maintain back-up copies of all Advertiser Content and Advertising and NCM will not be liable for loss or damage to any Advertiser Content or Advertising. Advertiser agrees to and hereby does grant to NCM all rights, authorizations, consents, licenses, and clearances (collectively, "Licenses") necessary or appropriate for the exhibition of the Advertising and the performance by NCM of the other obligations under this Agreement, including, without limitation, all Licenses necessary for the public performance of musical compositions. Advertiser also grants NCM a limited license to use and display portions of the Advertising solely in connection with the performance of NCM's business.

6.2 NCM Content. NCM Content includes, but is not limited to, advertising materials distributed or to be distributed by or on behalf of Advertiser as part of or in connection with the Advertising, including, without limitation, text, images, audio, video, and other materials ("Promotional Materials") will be delivered to locations (at the sole expense of Advertiser and with Advertiser bearing all risk of loss) in accordance with the procedures, specifications, deadlines and other terms and conditions ("Promotional Material") as determined by NCM. Certain Promotional Materials, including, without limitation, lobby displays, are subject to NCM and theatre/affiliate approval, and their final placement is determined by theatre management. At its discretion, NCM may require the distribution of Promotional Materials. Certain Promotional Material, as determined by NCM, will contain the following statement: "THIS PROMOTION IS NOT ENDORSED BY NCM. THIS THEATRE OPERATOR OR ANY OF THEIR AFFILIATES. BY FILING OUT THIS FORM YOU WILL OR CAN BE SOLICITED."

7. Promotional Materials. NCM may require the display of Promotional Materials or other materials furnished by Advertiser. All materials distributed or to be distributed by or on behalf of Advertiser shall be distributed in accordance with the terms and conditions of this Agreement and the Terms, and the other activities of Advertiser and Obligations of NCM under this Agreement will not violate, applicable local, state and federal laws, rules, and regulations, including, without limitation, laws and regulations governing privacy and electronic communications, or any self-regulatory rules or guidelines that are applicable to, or which affect the Advertiser, the Advertiser Content, or the Advertising. NCM may require the display of Promotional Materials in its discretion. NCM may require Advertiser or any third party to provide Advertiser Content and to perform any other activity incidental to the performance of this Agreement. Advertiser agrees that NCM will retain sole and exclusive title to all NCM Content and agrees to hereby make all assignments necessary to provide NCM such sole and exclusive title. Advertiser receives no rights or licenses in or to any NCM Content (or in or to any NCM trademarks) under this Agreement and NCM expressly reserves all such rights.

8. Representations and Warranties. Advertiser represents and warrants to NCM that: (1) Advertiser has the legal right to enter into this Agreement and to perform its obligations under this Agreement; (2) Advertiser is capable of entering into this Agreement; (3) the exhibition and other use of the Advertiser Content and the distribution and other use of the Promotional Materials, and the other activities of Advertiser of NCM under this Agreement will not violate, applicable local, state and federal laws, rules, and regulations, including, without limitation, laws and regulations governing privacy and electronic communications, or any self-regulatory rules or guidelines that are applicable to, or which affect the Advertiser, the Advertiser Content, or the Advertising. NCM may require Advertiser and any third party to provide Advertiser Content and to perform any other activity incidental to the performance of this Agreement. Advertiser agrees that NCM will retain sole and exclusive title to all NCM Content and agrees to hereby make all assignments necessary to provide NMC such sole and exclusive title. Advertiser receives no rights or licenses in or to any NCM Content (or in or to any NCM trademarks) under this Agreement and NCM expressly reserves all such rights.
AGENDA ITEM: *Recommendation to Approve Memorandum of Agreement (MOA) Between Commander, 56th Civil Engineer Squadron and Luke Elementary School, Glendale, AZ and Authorize the Assistant Superintendent to Sign the Agreement

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

Cost: n/a Funding Source: n/a

EXECUTIVE SUMMARY:


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 Memorandum of Agreement (MOA) Between Commander, 56th Civil Engineer Squadron and Luke Elementary School, Glendale, AZ and authorize the Assistant Superintendent to sign the agreement.

SUBMITTED BY: SUPERINTENDENT:

ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM:
MEMORANDUM OF AGREEMENT (MOA)
BETWEEN
COMMANDER, 56TH CIVIL ENGINEER SQUADRON
AND
LUKE ELEMENTARY SCHOOL, GLENDALE, AZ


2. AUTHORITY: DoDI 4000.19, Inter-service and Intra-governmental Support, para 4.6., reimbursement, is not encompassed in this MOA as it is inapplicable.

3. GENERAL: Luke Elementary School maintenance personnel will access Luke AFB once every quarter or on an emergency basis for the purposes of cleaning out a sewage line that services the wastewater from the school to the main wastewater distribution system. The sewage man-hole is located on Luke AFB proper.

4. DISCUSSION: On June 29, 2012, Luke Elementary School completed a fence project on the eastern edge of Luke AFB. This fence will provide access to a sewer man-hole that is periodically serviced by school maintenance personnel. For years, base personnel have had to escort maintenance personnel to the man-hole, but with the new fence and a service gate on the school’s side, this allows school maintenance personnel ready access to the man-hole.

5. TERMINATION AND REVOCATION:
This MOA may be terminated, in whole or in part, by the Commander, 56th Civil Engineer Squadron for failure by Luke Elementary School to comply with the terms of this MOA. Termination in accordance with this Condition 5 shall create no liability on the part of the United States Air Force (USAF) for Luke Elementary School’s equipment, maintenance or transportation mishaps and such costs will not be recoverable from USAF.

6. MAINTENANCE:
That Luke Elementary School, at their own expense and without cost or expense to the USAF, maintains and keeps in good repair and condition the premises herein authorized to be used.

7. DAMAGES:
That any interference with or damage to property under control of the USAF incident to the privileges herein granted shall be promptly corrected by Luke Elementary School to the satisfaction of the Commander, 56th Civil Engineer Squadron or his/her representative.
8. **CONDITION OF PREMISES:**

Luke Elementary School has inspected and knows the condition of the Premises. It is understood that they are granted in an "as is, where is" condition without any warranty, representation, or obligation on the part of the USAF to make any alterations, repairs, improvements, or corrections to conditions or to defects whether patent or latent. The Parties will jointly perform and sign or otherwise authenticate a Physical Condition Report at the beginning of this MOA period to document the condition of the Premises.

9. **PROTECTION OF PREMISES:**

Luke Elementary School shall, at all times, protect the premises. Luke Elementary School shall exercise due diligence in protecting the Premises against damage or destruction by fire, encroachment, vandalism, theft, weather, contamination, or other causes. Any property on the Installation damaged or destroyed by Luke Elementary School incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by Luke Elementary School to the satisfaction of the Commander, 56th Civil Engineer Squadron or his/her representative.

10. **ALTERATIONS OF THE PREMISES:**

   a. Any and all future alterations, additions, construction, installation, maintenance, and repair (herein "alterations") of any type whatsoever must comply with this MOA. Luke Elementary School shall make no alterations of the Premises without the prior written consent of the Commander, 56th Civil Engineer Squadron or his/her representative.

   b. Luke Elementary School shall neither place nor display advertising of any kind whatsoever on the Premises nor on its property located on the Premises, nor suffer any advertising of any kind whatsoever to be placed on its property located on the Premises.

11. **AGREEMENT AND ADMINISTRATION:**

The effective date of this MOA is the date of signature of each party as indicated below. This MOA will terminate upon mutual consent by both parties.

12. **ENTIRE AGREEMENT:**

It is expressly agreed that this written agreement embodies the entire agreement between the parties regarding the use and maintenance of the subject facility and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this MOA. This MOA may only be modified or amended by mutual agreement of the Parties in writing signed by each Party.
The above agreement, including all its conditions, is hereby accepted this ___ day of May, 2013.

QUINN KELLIS  
Assistant Superintendent  
Dysart Unified School District  
Date: __________________________

CHAD B. BONDURANT, Lt Col, USAF  
Commander  
56th Civil Engineer Squadron  
Date: __________________________
Re-route fencing to provide Luke Elementary School access to the sewer clean-out manhole that services the wastewater from the school to the main wastewater distribution system. Install two double-wide swing gates, one providing access from the Luke Elementary School side, and the other providing access from the Luke AFB side. See attached proposed plan.

Luke Elementary School will provide funds and execute contract.

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9. BRIEF JUSTIFICATION FOR WORK TO BE ACCOMPLISHED (Not required for maintenance and repair)

Luke Elementary School periodically services the sewer clean-out that routes the wastewater from the school. The sewer clean-out resides on Luke AFB property and Luke Elementary School maintenance personnel currently have to be escorted into the base to service it. Allowing the fencing to be re-routed with a gate that provides access to the sewer clean-out will enable Luke Elementary School personnel ready access to service it and respond in emergencies, as well as reduce CE manpower for escorts. The re-routing of the fencing will only allow access to the clean-out and not to any other portion of the base.

10. DONATED RESOURCES

X FUNDS  LABOR  MATERIAL  X CONTRACT BY REQUESTER  NONE

11. NAME OF REQUESTER

Maj Todd Inouye

12. GRADE OF REQUESTER

Major

13. SIGNATURE OF REQUESTER (See Reverse of Form)

[Signature]

14. COORDINATION

OX-CEAN 04-09
OX-CCE 04-12
OX-CCE 04-12
OX-CEAN 10-04-12
OX-CEAN 10-04-12
OX-CEAN 5-06-12
OX-CEAN 5-06-12
OX-CEAN 5-06-12

15. WORK ORDER (Place an "X" in the appropriate box.)

- IN-SERVICE
- SELF-HELP
- CONTRACT
- SABER

16. DIRECT SCHEDULED WORK (Place an "X" in the appropriate box.)

- EMERGENCY
- URGENT
- ROUTINE
- SELF-HELP
- M/C

17. SELF-HELP (Place an "X" in the appropriate box.)

- BRIEFING REQUIRED
- ADEQUATE COORDINATION
- INSPECTION REQUIRED

18. WORK CLASS

19. PRIORITY

20. ESTIMATED HOURS

21. ESTIMATED FUNDED COST

22. ESTIMATED TOTAL COST

23. THERE IS NO NEED FOR AN ENVIRONMENTAL ASSESSMENT (AFR 19-2)

24. A WRITTEN ASSESSMENT IS REQUIRED HAS BEEN PROCESSED

25. APPROVED

26. DISAPPROVED

27. REMARKS

[Remarks]

CA00 - CATX - A2 - 3.1.

SECTION IV - APPROVING AUTHORITY

28. NAME AND GRADE (Please Type or Print)

29. SIGNATURE

30. DATE
AGENDA ITEM: *Recommendation to Approve the Memorandum of Understanding with Nadaburg School District for Fiscal Year 2013-2014 for Tuition Enrollment of Nadaburg Resident High School Students and Authorize the Superintendent to Sign the Agreement and Affiliated Documents

EXECUTIVE SUMMARY:

It is recommended the Governing Board approve the Memorandum of Understanding with Nadaburg School District for the enrollment of Nadaburg resident high school students.

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 Memorandum of Understanding with Nadaburg School District for tuition enrollment of Nadaburg resident high school students and to authorize the Superintendent to sign the agreement and affiliated documents.

SUBMITTED BY: [Signature]

SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 7
MEMORANDUM OF UNDERSTANDING
BETWEEN
DYSART UNIFIED SCHOOL DISTRICT
AND
NADABURG UNIFIED SCHOOL DISTRICT

This agreement will define and clarify the relationship between the Dysart Unified School District No. 89 (hereinafter referred to as “Dysart”) and the Nadaburg Unified School District No. 81 (hereinafter referred to as “Nadaburg”) regarding tuition charges for Nadaburg residential high school students attending Dysart in accordance with A.R.S. §15-824.

1. This agreement is only applicable to Nadaburg residential high school aged students.

2. Beginning with the 2013-2014 school year, Dysart will enroll and educate Nadaburg resident high school students, at a cost identified in Schedule A of this agreement. Cost per student will be calculated annually based on the actual cost per student from the prior fiscal year.

3. Nadaburg USD will provide transportation for the regular school day to and from the designated Dysart high school. Dysart will allow Nadaburg resident students attending a Dysart high school to utilize any inter-school or special activity transport that is provided for Dysart resident high school students at no additional cost to Nadaburg.

4. Nadaburg high school students will be required to adhere to all applicable Governing Board policies and will be subject to the Dysart Unified School District Student Handbook.

5. Dysart reserves the right to determine which Dysart high school Nadaburg high school students will attend (specifying a single high school which will remain in effect for the duration of the agreement).

6. Tuition costs for Nadaburg high school students enrolled after the first day of Dysart’s academic calendar will be prorated based upon the 180 day calendar.

7. Dysart will identify Nadaburg as the district of residence for its high school students attending a Dysart high school on all SAIS/state reports that impact funding.

8. At the beginning of each school year, and as individual students enroll during the course of a school year, Dysart will provide to Nadaburg for verification purposes, a list of physical addresses for all students claiming Nadaburg resident status.

9. Dysart will provide an updated Schedule A based on current year 100th day ADM by May 1st for budgeting purposes; and will revise Schedule A by April 15th of that budget year.

10. The terms of this agreement shall be for three school years: 2013-2014, 2014-2015, and 2015-2016. Either party may cancel this agreement with sixty days’ notice to the other party.
11. Any parent and/or legal guardian of a student affected by this tuition agreement may choose not to send their student(s) to Dysart high school.

12. This agreement is subject to cancellation pursuant to A.R.S. §38-511.

Gail Pletnick, PhD.
Superintendent, Dysart Unified School District

Date

Ben Goodman
Superintendent, Nadaburg School District

Date
AGENDA ITEM: *Recommendation to Approve a Service Agreement with First Advantage Enterprise Screening Corporation for Online Testing of Classified Applicants and Allow the Assistant Superintendent for Employee and Public Relations to Sign the Agreement and Affiliated Documents

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

Cost: $13,500.00
Funding Source: M&O

EXECUTIVE SUMMARY:

Administration recommends Governing Board approval of the service agreement with First Advantage Enterprise Screening Corporation. The service agreement provides professional services for online testing of applicants considered for classified positions.

The agreement has been reviewed and released by legal counsel.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the service agreement with First Advantage Enterprise Screening Corporation for on-line testing of classified applicants and allow the Assistant Superintendent for Employee and Public Relations to sign the agreement and any affiliated documents.

SUBMITTED BY: [Signature]
SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM: 8
FIRST ADVANTAGE ENTERPRISE SCREENING CORPORATION

ASSESSMENTS: ONLINE TESTING &/ OR PROFESSIONAL SERVICES AGREEMENT

This agreement ("Agreement") is entered into as of March 27, 2013 (the "Effective Date") by and between First Advantage Enterprise Screening Corporation, a Delaware corporation ("Service Provider") and Dysart Unified School District ("Client") with its principal place of business at 12950 West Vammey Road, El Mirage AZ 85335-3184

WITNESSETH:

WHEREAS, Client desires to purchase from Service Provider, and Service Provider desires to provide to Client, certain services as described in Section 1 below; and,

NOW, THEREFORE, Client and Service Provider agree as follows:

1. Scope of Services ("SOS"). Services provided pursuant to this Agreement may include (i) "Professional Services," as further described in the Statement of Work ("SOW" or "Exhibit A") attached to this Agreement, and/or (ii) a limited license to use the First Advantage online testing account ("Account") (services hereafter referred to as "Online Testing Services") on a subscription basis as further set forth in this Agreement and the Scope of Services ("SOS"). The Professional Services and Online Testing Services are referred to collectively herein as the "Services."

2. Service Fee; Invoicing
   a) In consideration for all Online Testing Services provided pursuant to this Agreement, Service Provider will invoice Client for use of the Account immediately upon signing this Agreement unless otherwise noted in Exhibit A, the attached SOS. In consideration for the Professional Services provided pursuant to this Agreement, Client shall pay to Service Provider such amounts as set forth in Exhibit A. Service Provider will send Client an invoice for Services rendered to Client. Client shall make payment within thirty (30) days of date of such invoice. . Amounts not paid after forty-five (45) days when due may accrue interest at a rate of 15% per annum, provided however, that Client's total liability for interest pursuant to this Section 2 shall not exceed the limits imposed by applicable law. Any interest paid in excess of those limits shall be refunded to Client by application of the amount of excess interest paid against any amounts outstanding in such invoice as Service Provider may require. If the amount of excess interest paid against any amounts outstanding, the portion exceeding those amounts shall be refunded to Client.
   b) The prevailing party in any action to enforce the terms of this Agreement shall be entitled to an award of reasonable attorneys' fees and costs.
   c) Service Provider shall have the right to terminate this Agreement or suspend access to the Account immediately upon (i) Client’s failure to pay all amounts due and payable pursuant to this Agreement within five (5) days after Client's receipt of notice of the nonpayment thereof, or (ii) Client's failure to timely pay amounts due and payable pursuant to this Agreement for three (3) successive calendar months or for five (5) months during any twelve (12) month period as the case may be.
   d) In the event Service Provider, in its reasonable discretion believes that Client is a credit risk, Service Provider may require prepayment or may suspend Client’s account until adequate security of payment is provided.

3. Taxes. Client understands that the charges and rates specified do not include any amounts for taxes including without limitation, any and all municipal, county, state or federal sales, excise, personal property, consumption, value-added or other taxes, but excluding any taxes upon the income of Service Provider. To the extent such taxes are or may become due in connection with the Services or any payments offered under this Agreement, Client agrees to pay such taxes. Client further agrees to reimburse Service Provider for any and all such taxes Service Provider or one of its Affiliates is required to pay to applicable taxing authorities.

4. Client - Service Provider Obligations
   a) Both parties acknowledge that the accuracy of the Professional Services is dependent upon the accuracy and completeness of the information and data supplied by Client. Client shall be solely responsible for errors in the Professional Services resulting from inaccurate or incomplete data supplied by Client or at Client’s direction.
   b) Client agrees that it will provide the data necessary for the performance of the Professional Services in the form agreed upon. Client understands and agrees that if it submits data in a form other than the form agreed upon, Client shall pay Service Provider the reasonable expenses incurred by Service Provider in merging or converting the data to the agreed upon form, in
addition to the fees otherwise set forth herein or in the attached SOS.

c) Services provided pursuant to this Agreement are not of a legal nature, and Service Provider will in no event give, or be required to give, any legal opinion or provide legal representation to Client.

5. **Term.** The term of this Agreement shall commence upon the Effective Date and shall continue thereafter for the period of time or finite number of program operations as specified in the attached SOS (the "Term"). The Term and all licenses granted hereunder shall automatically and immediately terminate if Client fails to comply with the provisions of this Agreement.

6. **Early Termination.** At the conclusion of the Term, if Client does not pay for continuation of service or make other arrangements with Service Provider, the Account will be rendered inoperable. Service Provider shall have the right to terminate this Agreement immediately if Client fails to comply with any of the terms and conditions herein, or if Client fails to comply with any law applicable to the Services provided to Client pursuant to this Agreement. This Agreement shall automatically terminate and be of no further force and effect if Client files a voluntary petition under any bankruptcy, reorganization or insolvency law of any jurisdiction, consents to or applies for appointment of a trustee, receiver, custodian or similar official for itself or any bankruptcy, reorganization or insolvency law of any jurisdiction, consents to or applies for appointment of a trustee, receiver, custodian or similar official for itself or all or substantially all of its assets, makes any assignment for the benefit of creditors or other arrangement or composition under any laws for the benefit of insolvent, adopts a resolution for discontinuance of its business or if an order for relief is entered against Client under any bankruptcy, reorganization or insolvency law or any jurisdiction or any case, proceeding or other action seeking such order remains un-dismissed for 30 days after its filing.

7. **Online Testing Account Warranty.** Service Provider will use commercially reasonable efforts, according to industry standards, to provide Account access on a 24-hour-a-day, 7-days-per-week, 365-days-per-year basis. Service Provider does not warrant that the Account will be provided without interruption or that the Account is error free or that it shall meet all of Client's needs. Notification of known downtimes for maintenance purposes shall be provided to Client at least three (3) business days before the occurrence of such known downtimes. Client is solely responsible for the accuracy and integrity of its own data, reports, documentation, and security. Client is solely responsible for maintenance and upkeep of non-Service Provider components that are not part of the Account or Software.

8. **Disclaimer of Warranties.** The express warranties and express representations set forth in this Agreement are in lieu of, and LICENSOR DISCLAIMS, ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE ACCOUNT, SOFTWARE OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE. IN ADDITION, LICENSOR EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN LICENSEE WITH RESPECT TO THE ACCOUNT OR ANY PART THEREOF.

9. **Exclusive Remedies for Online Testing Account.** Notwithstanding anything stated elsewhere in this Agreement, the exclusive remedy of Client and Service Provider's sole obligation, in the event of any warranty claim regarding the Account or Software associated with the Account or any other contract deficiency regarding the Account or Software associated with the Account shall be for Service Provider to repair or replace the defect, or, if such repair or replacement is not provided or does not correct the defective item, to refund an equitable part of the Client's payments for the defective item determined in reference to prior use and impact of the defect.

10. **Indemnification.** Service Provider is not responsible for any action or inaction of the requesting Client. Client irrevocably waives any claim against Service Provider, its officers, directors, employees, representatives, agents, subsidiaries and affiliates with respect to the same. Client assumes all risk and liability associated in any way with the use of the Account and the taking of any test or the use of the results of any test. To the extent provided by law, Client agrees to defend, indemnify and hold harmless Service Provider, its officers, directors, employees, representatives, agents, subsidiaries and affiliates from any and all claims, liabilities, demands and damages of every kind or nature, known or unknown, disclosed or undisclosed, arising out of, or in any way connected with Client's use of the Account, or otherwise in connection with the Client's negligence, willful misconduct, or breach of any covenant set forth in this Agreement or any SOS.

11. **License of Online Testing Account.** If Online Testing Services are within the scope of this Agreement, Service Provider grants to Client a non-transferable, non-exclusive, limited license to use Account on a subscription basis as set forth in this Agreement. The Account allows Client access to the "Software," defined as the Service Provider-owned source code and compiled code used as part of the Account. All references made throughout this Agreement to the Account shall also be inclusive of the Software, unless otherwise specified. This license allows Client to
access the Account and administer tests for the
Client's internal business purposes subject to the
terms and license limitations noted herein.

Except to the extent required or permitted by law, Client shall not (and shall not permit any employee or other third party to) copy, use, analyze, reverse engineer, decompile, disassemble, translate, convert, or apply any procedure or process to the Account in order to ascertain, derive and/or appropriate for any reason or purpose, the source code or source listings for the Software or any trade secret information or process contained in the Account or Software. Client shall not alter or remove any notices, graphics or text contained on or in the Account, or modify the Account in any manner, without the express written permission of Service Provider. Client may not rent, lease or sublicense the Account to others not bound by this Agreement, in any way whatsoever.

The Account may be used by Client only to meet
Client's internal business requirements, including
testing Client's employees or potential job candidates,
either locally or remotely, and for performing
administrative functions pertaining thereto, and for no other purpose. Except as expressly permitted herein, Client agrees not to sublicense, license, rent, sell, loan, give or otherwise perform marketing activities to make available all or any part of the Account to any third party. The Account may not be incorporated into any third-party product or service without the express written permission of Service Provider.

12. Ownership. Client acknowledges and agrees that Service Provider is the sole owner of any and all right, title or interest of any kind, anywhere in the world, whether now existing or created in the future, in any or all of the software, screen designs, user interfaces, ideas, concepts methodologies, know-how, systems, data, documentation and processes it utilizes in performing the Services pursuant to this Agreement, including without limitation any copyright, patent or trade secret rights that belong to Service Provider. Service Provider will have no right, title, or interest in any data which is confidential information of the Client, or its affiliates as their interest may appear. Service Provider will not retain any data for any purpose other than a single copy to perform its obligations pursuant to this Agreement. Any deliverables produced as a result of the Services performed under this Agreement may not be distributed, repackaged, or resold by Client without Service Provider's prior written consent.

Client's rights in the Account and the Software are limited to those expressly granted in this Agreement. Service Provider reserves all rights and licenses in and to the Account and the Software not expressly granted to Client hereunder.

13. Limitation of Liability. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SERVICE PROVIDER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF DATA (INCLUDING SOFTWARE), WHETHER INCURRED AS A RESULT OF NEGLIGENCE OR OTHERWISE, IRRESPECTIVE OF WHETHER SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF THE INCURRENCE BY CLIENT OF ANY SUCH DAMAGES. SERVICE PROVIDER'S LIABILITY DAMAGES INCURRED IN CONNECTION WITH SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING AS A RESULT OF ANY NEGLIGENCE ON THE PART OF THE SERVICE PROVIDER OR ITS AFFILIATES, SHALL NOT EXCEED THREE TIMES THE AMOUNT PAID BY CLIENT TO SERVICE PROVIDER FOR THE PARTICULAR SERVICE GIVING RISE TO SUCH DAMAGES.

14. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of Arizona, without regard to its principles of conflicts of laws. In the event of any dispute arising out of or relating to this Agreement, the parties consent to the exclusive jurisdiction of the federal and state courts sitting in Phoenix, Arizona for the purposes of resolving said dispute, except for claims for injunctive relief, which may be brought in any venue having jurisdiction over the parties hereto. For the avoidance of doubt, the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

15. Force Majeure. Service Provider shall not be responsible for failure to perform in a timely manner under this Agreement when its failure results from any of the following causes: Acts of God or public enemies, terrorism, civil war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or work interruption or any cause beyond its reasonable control.

16. Notices. Any notice or other communication required or permitted under this Agreement shall be sufficiently given if delivered in person or sent by facsimile, by overnight courier of national reputation or by registered or certified mail, postage prepaid, and addressed to the Service Provider at the address provided herein, and such notice or communication shall, if properly addressed be deemed to have been given as of the date delivered in person or sent by facsimile, one day
after deposition with an overnight courier or 4 business days after deposition into the US mail.

FIRST ADVANTAGE ENTERPRISE SCREENING CORPORATION
Attn: Contract Compliance
9800 Crosspoint Blvd., Suite 300
Indianapolis, IN 46256

with a copy to:
First Advantage Corporation
Attn: Legal Department
140 Fountain Parkway North, Suite 410
St. Petersburg, FL 33716

17. **Severability.** If any provision of this Agreement is held to be unenforceable, the remaining provisions shall be unaffected. Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of remedies is severable from and independent of any other provision.

18. **Waiver; Amendment.** No change, waiver or discharge of this Agreement will be valid unless in writing and executed by both parties. A waiver by either of the parties of any provision or breach shall not be a waiver of a preceding or subsequent breach of the same or any other provision nor shall it be a waiver of any other provisions or breach. This Agreement may not be amended orally but may only be amended in writing signed by both parties.

19. **Survival.** The provisions of Sections 8, 9, 10, 12, 13, 14, 16, 17, 18, 19, and 25 of this Agreement shall survive any termination or expiration of this Agreement.

20. **Relationship of Parties.** Service Provider is acting only as an independent contractor. Neither party shall act nor represent itself, directly or by implication, as an agent of the other. Each party shall be responsible for the direction and control of its employees, subcontractors, and/or consultants and nothing under this Agreement shall create any relationship between the employees, subcontractors and/or consultants of Service Provider and Client respectively.

21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument and may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties hereto shall not affect the validity hereof.

22. **Affiliates.** Each party shall ensure that each of its affiliates accepts and complies with all of the terms and conditions of this Agreement as if each such affiliate were a party to this Agreement.

23. **Assignment.** Neither party may assign or transfer this Agreement or any rights or obligations under this Agreement without the prior written consent of the non-assigning party, which shall not be unreasonably withheld.

24. **No Third Party Beneficiaries.** Except as set forth in this Section 25, this Agreement is for the benefit of the parties hereto and thereto and are not intended to confer any rights or benefits on any third party, including any employee, shareholder or client of either party hereto, and that no other person or entity shall have or acquire any right by virtue of this Agreement. The foregoing notwithstanding, the affiliates of Service Provider are hereby expressly made third party beneficiaries of Sections 8 and 13 of this Agreement.

25. **Preservation of Rights.** The exercise of any rights of enforcement or other remedies stated herein shall not preclude, or be deemed a waiver of, any other enforcement rights or remedies available to either Client or Service Provider under applicable law or otherwise, and each party expressly reserves its rights in respect of such additional rights and remedies.

26. **Captions.** The captions in this Agreement are solely for convenience of reference and shall not be given any effect in the construction or interpretation of this Agreement.

27. **Representation of Authority.** Both parties hereby represent and warrant that this Agreement has been duly executed and delivered by each of them and that this Agreement constitutes a legal valid and binding obligation of each of them, enforceable against both parties in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or similar laws and equitable principles relating to or affecting the right of creditors generally from time to time in effect.

28. **Facsimile Signature.** The parties agree that this Agreement, and all agreements and other documents to be entered into in connection with this Agreement will be considered executed when the signature of a party is delivered by facsimile transmission. Such facsimile signature shall be treated in all respects as having the same effect as an original signature.

29. ** Entire Agreement.** This Agreement and the exhibits attached hereto and thereto constitute the final, entire, and exclusive agreement between the parties with respect to the subject matter contained herein and therein. There are no representations, warranties, understandings or agreements among the parties with
respect to the subject matter contained herein and therein, which are not fully expressed in this Agreement, and the exhibits attached hereto and thereto. This Agreement and the exhibits attached hereto and thereto supersede all prior agreements and understandings between the parties with respect to such subject matter.

30. Conflict of Interest –

This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Client may cancel this Agreement, within three years after its execution, without penalty or further obligations by the Client or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Client or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee 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.

31. E-Verify Requirements –

To the extent applicable under ARIZ. REV. STAT. § 41-4401, Service Provider and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Service Provider’s or its subcontractors’ breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Client. The Client retains the legal right to randomly inspect the papers and records of Service Provider or its subcontractor employee who work on this Agreement to ensure that Service Provider and its subcontractors are complying with the above-mentioned warranty.

IN WITNESS WHEREOF, Service Provider and Client each have caused this Agreement to be signed and delivered by its duly authorized representative.

Service Provider: First Advantage Enterprise Screening Corporation

Signature: __________________________
Print Name: __________________________
Title: __________________________
Date: __________________________

Client: Dysart Unified School District

Signature: __________________________
Print Name: Jim Dean
Title: Assistant Superintendent
Date: May 15, 2013
Exhibit A

Scope of Services

Assessment Online Testing

OVERVIEW

This Scope of Service ("SOS") defines the scope and fees of professional services to be performed. All professional services provided under this SOS are subject to the terms and conditions set forth in the preceding Addendum or Addenda, Amendment(s) and/or Master Service Agreement ("MSA").

<table>
<thead>
<tr>
<th>Services Provided</th>
<th>Assessment Online Testing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Platform</td>
<td>Online Assessment Platform</td>
</tr>
<tr>
<td>Client Name</td>
<td>Dysart Unified School District</td>
</tr>
<tr>
<td>Billing Contact</td>
<td>Connie Lataille, <a href="mailto:connie.lataille@dysart.org">connie.lataille@dysart.org</a>, 623-876-7996</td>
</tr>
<tr>
<td>Term</td>
<td>12 Months</td>
</tr>
<tr>
<td>Start Date</td>
<td>3/28/2013</td>
</tr>
</tbody>
</table>

CLIENT ADMINISTRATION CONTACT / ACCOUNT ADMINISTRATION

The Client Administration Contact is the individual(s) with prescribed authority to manage the account of client.

<table>
<thead>
<tr>
<th>Client Administration Contact</th>
<th>First Name</th>
<th>Last Name</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tamara Ansbach</td>
<td>Tamara</td>
<td>Ansbach</td>
<td><a href="mailto:Tamara.ansbach@dysart.org">Tamara.ansbach@dysart.org</a></td>
</tr>
</tbody>
</table>

SERVICES SCOPE & COST SUMMARY

- **Account Implementation**
  Service Provider will setup the specified online testing account including permissions, specified tests, and specified user level(s) within four business days of the execution of this agreement, unless otherwise documented in the agreement. Once the account has been setup, the designated Client administrator will receive emails containing account credentials, login instructions and a system usage manual.

- **Testing System Access**
  Client will have access to the Service Provider Online Testing System for the term of the agreement, noted above. During the term, Client will have access to testing administrations per the schedule noted below. At the end of the term, if no additional agreements or amendments have been made, Service Provider will discontinue access of the account.

- **Technical Support Access**
  Service Provider will provide access to a multi-level Client Support Team for technical issue resolution. Support is available for the agreement term, and is available for direct use by both client users and test takers. Hours of support operation are from 8:30 a.m. to 7 p.m. ET, M-F. Support can be accessed by phone at 650-403-4815 or by email at support@fadvassessments.com.

- **Web-Based Training**
  Client will have access to recorded online training sessions located inside the Online Testing System during the term. Custom training is available based on discovery of custom scope and a separate agreement.

- **CUSTOMER SUPPORT POLICY**
  Service Provider shall provide both online and telephonic support only to licensed users whose names and e-mail addresses have been provided to Service Provider.
Service Description | Item Price | Quantity | Total Price
--- | --- | --- | ---
• Metered Inventory Purchase, Online Testing  
  o Specific inventory purchase of online testing administrations as noted  
  o Inventory purchased is available within the online testing account for 12 months  
  o After 12 months, if no additional purchases are made, inventory will be zeroed out, and no refunds will be given. | $9.00 | 1500 | $13,500.00

All disputes over fees must be submitted in writing to the Service Provider within one (1) year of the date invoiced for the service in order to be reviewed by Service Provider.

DELIVERABLES

Outlined below is a listing of all deliverables associated with this SOS and the responsible parties for completion.

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Online Testing System Account Setup Sheet</td>
<td>SERVICE PROVIDER/CLIENT</td>
</tr>
<tr>
<td>Online Testing System User's Guide</td>
<td>SERVICE PROVIDER</td>
</tr>
</tbody>
</table>

ASSUMPTIONS

• Client will assign a client project lead who will be the key contact person to facilitate communication with Service Provider. This individual will have the authority to resolve client open issues quickly and will also coordinate the deployment of client resources to support the project as needed.

• Client will respond in a timely manner to requests by Service Provider regarding information requests and reviews of documents for feedback or sign-off. Project tasks that are Client's responsibility or Service Provider's responsibility may impact delivery of deliverables. Service Provider is not responsible for missed deadlines if client fails to respond to information requests in a timely fashion.

• The project team working language will be U.S. English and all documentation/materials will be provided in U.S. English.

CHANGE MANAGEMENT PROCESS

Changes to this Scope of Services ("SOS") must be agreed upon by both parties through a signed Amendment to the overarching agreement to this SOS and may result in additional fees.

TRAINING


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cc-06501014 Confidential and Proprietary to First Advantage 7 - 7 122.104.082 – V# 122011
AGENDA ITEM: *Recommendation to Approve Retirement Plan Compliance and Administration Services Agreement with TSA Consulting Group, Inc., for Voluntary Retirement Programs and Authorize the Assistant Superintendent of Employee and Public Relations to Sign the Agreement and Affiliated Documents

EXECUTIVE SUMMARY:

It is recommended the Governing Board approve the Retirement Plan Compliance and Administration Services Agreement with TSA Consulting Group, Inc., for consulting and administration services. The agreement facilitates employee participation in voluntary retirement programs.

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 Retirement Plan Compliance and Administration Services Agreement with TSA Consulting Group, Inc., for voluntary retirement programs and authorize the Assistant Superintendent for Employee and Public Relations to sign the agreement and any affiliated documents.
Retirement Plan Compliance and Administration Services Agreement

PREAMBLE: The following constitutes a binding “Agreement,” effective as of July 1, 2013 between TSA Consulting Group, Inc., a Florida Corporation, (hereinafter referred to as “TSA”) whose principal place of business is 15 Yacht Club Drive NE, Ft. Walton Beach, Florida 32548 and the Dysart Unified School District #89, 15802 N. Parkview Place, Surprise, AZ 85374, hereinafter referred to as “Plan Sponsor.”

PURPOSE: Plan Sponsor wishes to retain the services of TSA to provide compliance administration services to the Plan Sponsor for the Plan Sponsor’s voluntary retirement programs under Sections 403(b) and/or 457(b) of the Internal Revenue Code (“403(b)/457(b)”) and TSA is willing to provide such services.

1. TSA agrees that for a period of twelve (12) months, commencing with the effective date of this Agreement, it will, consistent with its other obligations, render to the Plan Sponsor such consulting and administration services set forth in Exhibits A-1 “Compliance Edge Services,”; Exhibit A-2, “Plan Administration Agreement”; Exhibit A-2.1 “Plan Administration Fee Schedule”; Exhibit A-3, “EPARS Subscription Agreement”; and Exhibit A-3.1 “EPARS Subscription Adoption Agreement,” all of which are attached and incorporated herein. This Agreement may be renewed at the end of each contract year by mutual agreement of both parties for four (4) additional one-year periods. TSA must notify the Plan Sponsor at least 120 days prior to the end of each term period and the Plan Sponsor will have 60 days after notification by TSA to notify TSA whether or not it will be renewing this Agreement. Any proposed draft Agreement must be provided to Plan Sponsor within 30 days of Plan Sponsor’s notification to TSA but in any event will be provided by TSA to Plan Sponsor at least 60 days prior to the end of each initial or renewal term for Plan Sponsor’s review.

2. Plan Sponsor agrees that, for the term of this Agreement, it will render to TSA all reasonable assistance and information necessary to accomplish services set forth in Exhibits A-1, A-2, A-2.1 and A-3.1. The Plan Sponsor shall provide all information including, yet not limited to, items set forth in Exhibit B, attached and incorporated herein. Transmission of all information from the Plan Sponsor to TSA shall be performed on a timely basis relative to services provided and service dates set forth in this Agreement.

3. Plan Sponsor agrees to remunerate TSA for such consulting and administration services, also known as Compliance Edge®, at the stated rate and methods shown in Exhibit C, attached and herein incorporated by reference.

4. TSA shall act as an independent consultant and/or administrator and not as an agent or employee of the Plan Sponsor and TSA shall make no representation as an agent or employee of the Plan Sponsor. TSA shall furnish evidence of business liability and errors and omissions insurance in such limits of liability and written by an insurance company licensed in the state of Florida and acceptable to the Plan Sponsor upon execution of this Agreement. 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. TSA shall be responsible for all taxes on amounts it receives as an independent consultant and/or administrator. TSA shall have no authority to bind the Plan Sponsor or incur other obligations on behalf of the Plan Sponsor.
5. TSA agrees to hold in confidence all employee information received from the Plan Sponsor in connection with this Agreement and necessary to complete the scope of services outlined in Exhibits A-1, A-2, A-2.1 and A-3.1. TSA shall protect all information received from the Plan Sponsor from misuse, espionage, loss or theft and in accordance with federal laws. This information will not be transmitted or used for the purpose of solicitation in any form, and upon request all information held by TSA will be returned to the Plan Sponsor in a timely manner.

6. TSA warrants that it is under no obligation to any other entity that in any way conflicts with this Agreement and that it is free to enter into this Agreement.

7. This Agreement and all extensions and modifications hereof and all questions relating to its validity and interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Arizona, and shall incorporate by reference all mandatory contract provisions of state agencies required by statute or executive order, unless preempted by federal law. If there is a dispute, which is subject to the mandatory arbitration provisions of A.R.S. § 12-133, the parties shall submit the matter to binding arbitration in compliance with A.R.S. § 12-1518.

8. All parties agree that proper venue for any lawsuit arising out of this Agreement shall be in Maricopa County, AZ.

9. TSA agrees that it will indemnify and hold harmless the Plan Sponsor, individual members of the Plan Sponsor, its representatives and employees, from any claim, demand or suit which may arise from, be connected with, or be made due to the negligence or failure to satisfy the requirements of this Agreement. This indemnification shall include all related costs, including but not limited to, attorneys’ fees, consultant fees, fees for other professional service providers, as well as court costs, fines, penalties or other similar charges against the Plan Sponsor, provided that the Plan Sponsor notifies TSA, in writing, no later than 30 calendar days after receipt of such claim or demand. Notwithstanding the preceding, this indemnification shall not cover any portion of the claim or demand that is based on erroneous information provided by the Plan Sponsor, its employees or other representatives. Any other provision of this Agreement to the contrary notwithstanding, the parties acknowledge that the Plan Sponsor is a public institution and any indemnification or hold harmless provision is limited as required by Arizona law, including without limitation Article 9, Sections 5 and 7 of the Arizona Constitution and Sections 35-154 and 41-621 of the Arizona Revised Statutes.

10. This Agreement may be modified, amended or terminated by either party upon 60 days written notice to the other party, provided that no such modification, amendment or termination shall affect the liability of either party incurred prior to such event; and provided that any changes to the fee schedule shall be subject to mutual agreement by the parties. In the event that a modification or amendment is not acceptable to the other party, then within the initial 60 day period the non-amending party may provide a 60 day notification of termination to the amending party and such amendment shall not be imposed for the remaining term of the Agreement.

11. This Agreement may be executed in any number of counterparts, each of which, including any reliable copies or facsimiles thereof, will be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
12. If any provision of this agreement shall be held or declared to be illegal, invalid or unenforceable, such illegal, invalid or unenforceable provisions shall not affect any other provision of this Agreement, and the remainder of this Agreement shall continue in full force and effect as though such provisions had not been contained in this Agreement. If the scope of any provision in this agreement is found to be too broad to permit enforcement of such provision to its fullest extent, the parties consent to judicial modification of such provision and enforcement to the maximum extent permitted by law.

13. Iran/Sudan. The parties hereby warrant, and represent 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 defined under A.R.S. § 35-391 et seq.

14. Compliance with Immigration Laws. As required by Arizona Revised Statutes Section 41-4401 (Government procurement; E-verify requirement; definitions) each Party warrants that it complies with all federal immigration laws and regulations, that it shall verify, through the U.S. Department of Homeland Security's E Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the other Party. Each Party acknowledges that a breach of this warranty by the Party or by any subcontractor or sub-subcontractor under this Agreement shall be deemed a material breach of this Agreement, and is grounds for penalties, including termination of this Agreement, by the non-breaching Party. Each Party retains the legal right to inspect the papers of any Party, subcontractor and sub-subcontractor employee who performs work under this Agreement, and to conduct random verification of the employment records of the Party and each subcontractor and sub-subcontractor who works on this Agreement during normal business hours, to ensure that the Party and each subcontractor and sub-subcontractor is complying with the warranties set forth above. 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. Each Party shall defend, indemnify and hold harmless the other Party, its Governing Board members, officers, employees and agents from and against any and all claims and demands of any nature, including fines, penalties and expenses of litigation, for which the party is found, or is alleged to be, liable arising out of the breach of any warranties of the breaching Party or any subcontractor or sub-contractor as specified in this paragraph subject to the same limitation of indemnification under Arizona law as stated in Section 9 of this Agreement.

15. Cancellation For Conflict of Interest. This Agreement may be canceled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

16. Service Marks and Trademarks. Neither party shall use any service marks, trademarks, logos or other marks of the other party without the express written approval of the other party.

17. Failure of Legislature to Appropriate. Both parties' performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then either party may provide written notice of this to the other and cancel this Agreement without further obligation. Appropriation is a legislative act and is beyond the control of either party.

18. Compliance With Applicable Laws. Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal, State, and Local governments whether or not specifically referenced herein.
19. Exhibit A-I, Exhibit A-2, Exhibit A-3, and Exhibit A-3.1, the attached 403(b) Investment Provider Service Agreement, and the Plan Administration Agreement are incorporated into and comprise the entire Retirement Plan Compliance and Administration Services Agreement between the Parties. In the event of a conflict among the documents listed within this section, the documents shall govern in the following order of priority:

1. Retirement Plan Compliance and Administration Services Agreement, and its attached Exhibits
2. Plan Administration Agreement
3. 403(b) Investment Provider Service Agreement

We, the undersigned as duly authorized representatives, agree to all the terms and conditions stated above, and by our signatures, place this Agreement into full force and effect as of the date first above-written.

DYSART UNIFIED SCHOOL DISTRICT #89

By: _____________________________
Name: _____________________________
Title: _____________________________
Federal Tax Identification Number:
86-6000520

TSA CONSULTING GROUP, INC.

By: _____________________________
Name: Janet Williamson
Title: VP, Chief Operations Officer
Federal Tax Identification Number:
59-3451677
EXHIBIT A-1

Compliance Edge® Services

In accordance with the Agreement between the Plan Sponsor and TSA, the following services will be provided by TSA:

1. Maximum Allowable Contribution (MAC) calculations will be developed and maintained for all employees eligible to participate in the employer’s authorized 403(b) and/or 457(b) plans. These calculations shall include limits applicable to 403(b) and/or 457(b) plans under applicable Sections of the Internal Revenue Code. Such calculations shall be performed in accordance with accepted standards and subject to the prevailing Internal Revenue Codes, Regulations, Revenue Rulings and procedures (“IRS rules”) at that time. MAC’s will be based on information obtained from the Plan Sponsor and/or the employee and any statement or guarantee of accuracy by TSA will be contingent on the accuracy of the information delivered by the Plan Sponsor and/or the employee.

2. TSA shall provide an annual review and audit of the previous year’s contributions for all employees. TSA shall notify the Plan Sponsor of all non-compliant contributions and provide the necessary data to facilitate notification to employees affected and completion of correction procedures as required by current Revenue Procedures.

3. A master file of MAC calculations will be maintained by TSA during the term of this Agreement.

4. TSA will administer the plan with respect to processing participant requests for loans, distributions, transfers, qualified domestic relations orders, and rollovers, including interactions with other investment providers necessary to administer the plan subject to the terms and conditions included in Exhibit A-2.

5. Electronic remittance services will be available to the Plan Sponsor through the Electronic Process for Automated Remittance Services (“EPARS”) maintained by TSA. These services are subject to the terms and conditions included in the EPARS Subscription Agreement – Section I and the EPARS Subscription Adoption Agreement – Section II included as Exhibit A-3.

6. Employee communications components (handbooks) will be prepared and delivered to the Plan Sponsor once annually in sufficient quantities for all eligible employees. The employee awareness and educational materials shall be generic in content regarding 403(b) and/or 457(b) requirements, and will also address the specific policies and procedures of the Plan Sponsor relative to all retirement programs maintained by the Plan Sponsor. Components will be revised annually to facilitate changes in IRS rules or changes in the Plan Sponsor’s policies and procedures.

7. Video presentations will be produced and available via online stream by TSA once annually. Video presentations shall be generic and topical in nature concerning the 403(b) and/or 457(b) programs.

8. Web pages specific to the Plan Sponsor will be made available and will be maintained by TSA for information on their retirement plans.

9. TSA shall provide ongoing administrative support to the Plan Sponsor, including, but not limited to, the development of appropriate policies and/or procedures regarding all employee retirement programs. Such administrative support includes research and development of any new programs and/or vendors that either TSA or the Plan Sponsor may regard as beneficial to the Plan Sponsor and the employees of the Plan Sponsor.
10. TSA expressly agrees to cooperate with and offer assistance to the Plan Sponsor in the event of any audit of the 403(b) and/or 457(b) plans by the IRS.
This Administrative Agreement (hereinafter “Agreement”) is executed this 1st day of July, 2013 by TSA Consulting Group, Inc. (“TSA”) and Dysart Unified School District #89 (Plan Sponsor).

WHEREAS, Plan Sponsor has established a 403(b) Plan and/or a 457(b) Plan and is authorized to appoint service providers; and
WHEREAS, Plan Sponsor desires to appoint TSA as the administrator of the Plan(s) established and indicated herein; and
WHEREAS, TSA is authorized to accept the appointment as administrator and desires to provide such services subject to the terms and conditions set forth herein;
WHEREAS, TSA and Plan Sponsor have entered into a Retirement Plan Compliance and Administration Services Agreement executed as of the same day as this Agreement (“Compliance and Administration Agreement”), of which this Agreement is incorporated into and of which takes priority to this Agreement in the event of any conflict;
NOW THEREFORE, the parties agree as follows:

1.0 Designation of TSA as Administrator.
   Plan Sponsor hereby appoints TSA as Administrator of the plan(s) established and indicated herein.

2.0 Responsibilities of TSA. TSA will provide the recordkeeping and related plan administrative services, which services shall include the following:
   2.1 Plan Documents: TSA will provide appropriate Plan Documents to the Plan Sponsor, for review, comment and approval. These documents shall govern the plan(s).
   2.2 Meaningful Notice: TSA will assist the Plan Sponsor in developing and distributing employee communications material including specific information on eligibility and enrollment procedures. These communications shall be developed and distributed at least once each calendar year.
   2.3 Forms and Procedures: TSA will develop standardized administrative forms for use by the Plan Sponsor and participants for the purposes of enrollment and asset transactions under the Plan(s).
   2.4 Participant Records: TSA will establish and maintain a record for each participant reflecting the date, amount and type of each transaction in the participant's account based on information provided to TSA from the Plan Sponsor, employees and product providers. Records maintained by TSA shall include all information necessary to comply with applicable regulations, rulings and procedures established by the Internal Revenue Service for the plan types indicated herein. The Plan Sponsor will determine eligibility requirements for employees and TSA shall be entitled to rely on the Plan Sponsor's eligibility determinations.
   2.5 Participant Inquiries: TSA will provide adequate access to participants regarding their records and transactions recorded by TSA. Access shall include, at a minimum, customer service representatives during normal business hours to assist participants with information and transactions under the Plan(s).
   2.6 Aggregation of Data: TSA will assist the Plan Sponsor with the development and execution of agreements between the Plan Sponsor and each investment product provider under the Plan(s) regarding the sharing and aggregation of participant data necessary to facilitate recordkeeping and administration duties for the Plan(s). TSA will exercise its best efforts to cooperate with each provider that maintains participant accounts under the Plan(s) that are subject to the recordkeeping requirements of applicable Internal Revenue Service regulations, rulings and procedures.
   2.7 Plan Sponsor Reports: TSA will prepare Plan reports as necessary for the Plan Sponsor including, yet not limited to, contribution auditing and excess contribution corrections.
   2.8 Technical Assistance: TSA will provide technical and consulting assistance to the Plan Sponsor upon request and under terms mutually agreeable between TSA and the Plan Sponsor.
2.9 **Other Assistance:** TSA will provide other assistance to the Plan Sponsor upon mutual agreement between both parties.

3.0 **Responsibilities of the Plan Sponsor.** Plan Sponsor acknowledges that it is responsible for the following:

3.1 **Plan and Participant Data:** Plan Sponsor will provide all necessary plan and participant data required by TSA to accomplish TSA's proper plan administration duties including, yet not limited to, Plan Sponsor providing existing plan documents, policies and procedures, contribution history and all other data as may be reasonably requested by TSA.

3.2 **Fee Billing and Payment:** Plan Sponsor agrees that TSA will charge fees for its services in accordance with the Plan Administration Fee Schedule below, in Exhibit A-2-1. The fee schedule shall remain in effect for a term identical to the term of the Plan Administration Agreement provided in Exhibit A-2 in effect between TSA and the Plan Sponsor, under which TSA is providing recordkeeping services. Any changes to the fee schedule will subject to mutual agreement between TSA and the Plan Sponsor and require notice of at least sixty (60) days prior to the change effective date.

4.0 **Miscellaneous.**

4.1 **Termination:** Plan Sponsor or TSA may terminate this agreement at any time upon sixty (60) days prior written notice to the other party. TSA agrees to deliver to the Plan Sponsor or its designee, all records reasonably necessary for the continuing recordkeeping of the Plan.

4.2 **Notices:** Notices or other communications given pursuant to this agreement shall be hand delivered, mailed by first class mail service, addressed as follows, or as changed by notice:

   a) **To TSA:**
      
      TSA Consulting Group, Inc.
      15 Yacht Club Drive NE
      Fort Walton Beach, FL 32548

   b) **To Plan Sponsor:**
      
      Dysart Unified School District #89
      15802 N. Parkview Place
      Surprise, AZ 85374

4.3 **Entire Agreement:** Supplements and Amendments. This agreement generally constitutes the entire agreement between the parties, merging all prior presentations, discussions and negotiations subject to the provisions of the Compliance and Administration Agreement between the parties.

4.4 **Assignment:** Some of the rights and duties of TSA hereunder may be assigned to an affiliate, or to any successor through merger, reorganization, or sale of assets. Some duties of TSA may be performed by others under subcontract, without the release of TSA for responsibility for such services. Otherwise, no party may assign this agreement nor any rights or duties hereunder without the prior written consent of the other party.

4.5 **Legal Provisions:** Sections 6-19 of the Compliance and Administration Agreement govern this Agreement and in the event of any conflict the Compliance and Administration Agreement prevails.
EXHIBIT A-2-1

PLAN ADMINISTRATION FEE SCHEDULE

Plan Sponsor hereby agrees that TSA, in remuneration for administrative and recordkeeping services for the Plan(s) indicated in the Retirement Plan Compliance and Administration Services Agreement and dated July 1, 2013 ("Compliance and Administration Agreement") shall be entitled to collect the following fees from the Plan Sponsor and/or each authorized investment product provider ("Investment Product Provider") under the plan:

PLAN SPONSOR FEES:

Plan Sponsor fees are designated in the above referenced Retirement Plan Compliance and Administration Services Agreement between Plan Sponsor and TSA.

INVESTMENT PRODUCT PROVIDER FEES:

Recordkeeping – (Per Participant * Account) $24.00 per year billed monthly

Estimated Billing Effective Date**: August 1, 2013

**"Participant" is defined as any individual that maintains one or more accounts with assets under the Plan

** The "Billing Effective Date" will be the billing cycle that is at least 30 days following the execution date of the Plan Administration Fee Schedule (i.e., a January 15 execution date would trigger a March 1 billing date).

Required Provider Fees: Plan Sponsor further agrees and stipulates that each authorized Investment Product Provider is required to pay the fees described herein directly to TSA unless otherwise modified by the Plan Sponsor upon notice to the Investment Product Provider. Each authorized Investment Product Provider must agree to the fee schedule set forth herein as a condition of participation under the Plan(s).

Method of Payment: Investment Product Providers shall remit the fees described herein in a timely manner and according to a reasonable method of remittance as determined by TSA.

Basis for Invoicing – Provider Fees: TSA shall bill each Investment Product Provider monthly according to the number of participants that maintain one or more accounts under the Plan. The actual number of participant accounts will be determined according to the participant data files generated by the Provider as required under the Investment Provider Service Agreement between the Plan Sponsor and the Provider.

Provider Discretion – Investment Product Pricing: The Plan Sponsor intends to maintain a high quality array of investment products and providers under the Plan for the benefit of participants. Plan Sponsor recognizes and agrees that Investment Product Providers have sole discretion regarding the pricing of their investment products and the generation of revenue models sufficient to offset expenses related to participation in the Plan Sponsor Plan.

Plan Sponsor Reports: TSA shall be responsible for submitting reports to the Plan Sponsor regarding fees assessed to and collected from Investment Product Providers. TSA shall not attempt to collect any fees from Investment Product Providers other than those expressed in this fee schedule.

Legal Provisions. Sections 6-19 of the Compliance and Administration Agreement govern this Agreement and in the event of any conflict the Compliance and Administration Agreement prevails.

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

PLAN SPONSOR: DYSART UNIFIED SCHOOL DISTRICT #89

By: ___________________________

Title: ___________________________

Execution Date: ___________________

ADMINISTRATOR: TSA CONSULTING GROUP, INC.

By: ___________________________

Title: VP, Chief Operations Officer

Execution Date: ___________________
TSA Consulting Group Inc. is owner of a software product known as Electronic Process for Automated Remittance Services or “EPARS,” which, among other things as of the date set forth on the Adoption Form, is designed to support and facilitate: (i) the input and transmittal of Employer and/or Participant Data, and (ii) the transfer of Employer and/or Participant Contribution Remittances through banking institutions as regulated by the Federal Reserve System, as licensed pursuant to this Schedule.

1. **Definitions** The following definitions are used in this Schedule as defined below:

   “**Subscription Adoption Agreement**” shall mean Section II outlining the specific administrative guidelines selected by the Licensee with regard to the transmission of Employer and Participant Data and Contribution Remittances to Authorized Provider Companies, error correction and transaction fees applicable to the Authorized Provider Companies and/or the Licensee.

   “**Authorized Provider Companies**” shall mean any organization authorized by the Employer to provide products and/or services pursuant to an established Employer/User benefit program.

   “**Bank Transfer Agent**” shall mean the bank listed in section 8 below, “Bank Transfer Agent” and subsequently responsible for the transfer of data and funds received from the Licensee to Authorized Provider Companies.

   “**Contribution Remittances**” shall mean monetary employer contributions and/or employee contributions to Authorized Provider Companies or payments to Designated Entities.

   “**Designated Entities**” shall mean any person, organization or governmental agency to whom the Licensee or Employee is bound by authorization or legal order to remit payments.

   “**Employee**” shall mean the employee of Employer/User participating in the Employer/User benefit program.

   “**Employer/User**” shall mean the party executing the EPARS Subscription Adoption Agreement – Section II.

   “**Employer Data**” shall mean information specific to the Licensee and pertinent to the accurate remittance of Employer or Participant remittances.

   “**Licensee**” shall mean the Employer/User of the EPARS software product.

   “**Licensed Materials**” means the software program and hard copy materials provided by EPARS to Employer/User.

   “**Participant**” shall mean the Employee for whom payroll deduction or reduction remittances are processed or for whom Employer Contribution Remittances are made.

   “**Participant Data**” shall mean information specific to the Participant and pertinent to the accurate remittance of Employer or Participant remittances.

   “**Transaction**” shall mean any transmission initiated by the Employer via EPARS in which a Contribution Remittance and Employer and Participant Data is delivered to an Authorized Provider Company.
2. **Restrictions on Use** Licensee shall only use the Licensed Materials for its own internal business purposes. Without derogating the generality of the foregoing, (i) Licensee shall not use or allow others to use the Licensed Materials in a multiple-use arrangement or as a part of a service bureau without the prior written consent of TSA Consulting Group, Inc.

3. **Licensee's Obligations**

a) Licensee is obligated to abide by the EPARS Subscription Adoption Agreement provisions selected by the Licensee during the term of the Subscription Agreement.

b) The Licensee acknowledges that the provisions of the Adoption Agreement must be congruent with the policies and guidelines established for the employee benefit programs supported by EPARS.

c) The Licensee acknowledges the role and responsibilities of TSA Consulting Group to install and maintain the EPARS software for the Licensee and the need for the Licensee to communicate changes regarding Authorized Provider Companies or bank relationships to TSA Consulting Group on a timely basis.

d) The Licensee acknowledges the need to communicate with both TSA Consulting Group and Authorized Provider Companies regarding the resolution of errors or omissions that may occur during the Licensee's preparation and submission of Employer and Participant Data or the application of the Employer and Participant Data by the Authorized Provider Company.

4. **Licensed Software Limitations** Neither TSA Consulting Group nor the Bank Transfer Agent guarantees that remittances will be credited to participant accounts within any specified period of time after transfer of the data and funds to Authorized Provider Companies although TSA Consulting Group and the Bank Transfer Agent agree to act in a commercially reasonable manner and in any event, provided that both file data and funds are received in good order, remittances will be credited at least 5 business days after transfer of data and funds. Licensee acknowledges the role and responsibilities of the Licensee with respect to the use of EPARS and the preparation of Employer and Participant Data and the role and responsibilities of the Authorized Provider Companies regarding the proper application of data and funds transferred using EPARS.

5. **Use of Licensed Software** Licensee will use the Licensed Software to submit Employer and Participant Data to the Bank Transfer Agent and Authorized Provider Companies. Licensed Software is intended to allow the Licensee to transfer bundled Employer and Employee Data via a secure Internet site to Authorized Provider Companies. The Licensed Software will separate Employer and Participant Data and transfer said Data specific to each Authorized Provider Company. The Licensed Software will also allow the Licensee to provide instructions to the Bank Transfer Agent regarding funds transfer to each specific Authorized Provider Company.

6. **Compliance with Law** Licensee understands that it is responsible for complying with any applicable federal, state or local statutes, regulations or ordinances governing or regulating the remittance of Employer and Participant Data and Contributions.
7. **Recordkeeping** Licensee acknowledges and agrees that it may be required to maintain records of certain data pursuant to federal or state laws and regulations. Licensee understands and agrees that: (i) it bears sole responsibility for such obligation; (ii) it may need to download data into its own systems storage facilities or print out hard copies of such data from the Licensed Software in order to generate or obtain information necessary to meet such recordkeeping requirements; and (iii) in no event will TSA Consulting Group be responsible for maintaining any such data for Licensee. TSA Consulting Group will make every reasonable attempt to assist the Licensee in the maintenance and retrieval of records pertaining to Employer and Participant Data and Contribution Remittances.

8. **Bank Transfer Agent** TSA Consulting Group, Inc. assumes sole responsibility for the maintenance of EPARS. Therefore, the Bank Transfer Agent may be changed at any time as deemed necessary by TSA Consulting Group, Inc. to ensure the proper function and viability of EPARS. Notice of any changes shall be forwarded to the Employer and Authorized Provider Company at least 30 days prior to the effective date of any changes.

**Designated Bank Transfer Agent**

Wells Fargo, N.A.
Treasury Services Department
225 Water Street, 2nd Floor FL0120
Jacksonville, FL 32202

9. **Restrictions** Licensee shall not directly, or permit others to: (i) disassemble, decompile or otherwise derive source code from the Licensed Software; (ii) reverse engineer the Licensed Software or the services; (iii) copy the Licensed Software; (iv) use the Licensed Software or services in any manner that infringes the intellectual property or other rights of another party; or (v) transfer the Licensed Software or any copy thereof or access to the Services to another party without the express prior written consent of TSA Consulting Group, Inc.

10. **Term and Termination** This Agreement is effective upon the Licensee’s assent to its terms and conditions and shall continue for the period agreed upon by the Licensee and TSA Consulting Group. This Agreement may be modified, amended only by a written amendment signed by both parties hereto. This Agreement may be terminated, without cause, by either party upon 60 days written notice to the other party. No modification, amendment, or termination of this Agreement shall affect the liability of either party incurred prior to such event.

11. **Confidentiality** All data processed through EPARS is considered confidential, including, without limitation, the information pertaining to the Licensed Software. The Licensee and TSA Consulting Group, Inc. agree to hold all data and information in confidence both during the term of this Agreement and thereafter. The parties further agree, unless required by law, not to make data or information available in any form to any third party for any purpose other than the implementation of this Agreement.

12. **Survival** If any provision of this agreement shall be held or declared to be illegal, invalid or unenforceable, such illegal, invalid or unenforceable provisions shall not affect any other provision of this agreement, and the remainder of this agreement shall continue in full force and effect as though such provisions had not been contained in this agreement. If the scope of any provision in this agreement is found to be too broad to permit enforcement of such provision to its fullest extent, the parties consent to judicial modification of such provision and enforcement to the maximum extent permitted by law. Any provisions of this Agreement that contemplate their continuing
effectiveness, including, without limitation, Sections 4, 6, 7, 8, 9 and 11 shall survive any termination of this Agreement.

13. **Legal Provisions** Sections 6-19 of the Retirement Plan Compliance and Administration Agreement dated July 1, 2013 govern this Agreement and in the event of any conflict the Retirement Plan Compliance and Administration Agreement prevails.
EXHIBIT A-3.1  EPARS Subscription Adoption Agreement – Section II

The Agreement (Agreement) sets forth the administrative guidelines selected by the Licensee with regard to the transmission of Employer and Participant Data and Contribution Remittances to Authorized Provider Companies (APC), error correction and transaction fees applicable to the Authorized Provider Companies and/or the Licensee.

I. **Licensee/Employer:** Name: Dysart Unified School District #89
   Address: 15802 N. Parkview Place, Surprise, AZ 85374

II. **EPARS Guidelines:**

A. **Transmission of Employer and Participant Data**
   The Licensee requires Authorized Provider Companies to accept data in the following manner(s):
   - EPARS transmission to APC secure File Transfer Protocol (FTP) site.
   - APC retrieval of Data from EPARS secure FTP site.
   - Encrypted e-mail or attachment to data transmitted to APC.

B. **Contribution Remittance/Funds Transmittal Requirements**
   The Licensee requires Authorized Provider Companies to accept Contribution Remittance Funds in one of the following methods:
   - ACH transfers of funds to APC bank. (Direct Deposit) and/or
   - Paper check mailed to APC via regular mail (Digital Signature Required)

✓ Plan Sponsor elects to implement EPARS
☐ Plan Sponsor elects to postpone implementation of EPARS indefinitely.

**DYSART UNIFIED SCHOOL DISTRICT #89**

By: ________________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________
EXHIBIT B

In accordance with the Agreement between TSA and the Dysart Unified School District #89, the following information and services will be provided by the Plan Sponsor to TSA:

1. All available data necessary to complete the services provided by TSA as outlined in Exhibits A-1, A-2, A-2.1, A-3 and A-3.1. Such data shall include, yet not be limited to, Plan Sponsor policies and procedures regarding all qualified plans offered by the Plan Sponsor, participating vendor information, employee data pertinent to MAC calculations to the extent possible for current and prior years’ service, and all additional information deemed necessary to complete the scope of work as defined by the Agreement. Data required for MAC calculations shall be supplied electronically by the Plan Sponsor in a format mutually agreed upon by both parties to the Agreement.

2. Distribution of all employee and worksite materials on a timely basis

3. All other appropriate, commonly accepted, efforts necessary for TSA to develop and maintain compliance with existing or amended Internal Revenue Codes regarding the retirement plans offered by the Plan Sponsor.

4. The Plan Sponsor shall require all providers of investment products and services to the retirement plans to cooperate with TSA by providing any information needed to complete the terms of this Agreement.

5. The Plan Sponsor shall instruct staff to cooperate fully with TSA regarding the compliance review and in obtaining all necessary information for TSA to complete the duties described in this Agreement. The Plan Sponsor realizes that any delay in providing data and information to TSA may impede completion of services as described in this Agreement.
EXHIBIT C

BASIS OF REMUNERATION: Annual compensation for all services provided by TSACG subject to the Agreement shall be invoiced at stated rate including an initial setup fee in the first year.

Standard Fees for all services listed in the Compliance Edge® Program:

Comprehensive Program - The Compliance Edge®
Total Cost of basic services

- All services described in this Agreement including Exhibits A-1 “Compliance Edge Services,”; Exhibit A-2, “Plan Administration Agreement”; Exhibit A-2.1 “Plan Administration Fee Schedule”; Exhibit A-3, “EPARS Subscription Agreement”; and Exhibit A-3.1 “EPARS Subscription Adoption Agreement of this contract-

$24.00 per year per Plan participant* billed monthly to the Authorized Investment Providers.

* “Plan Participant” is defined as any individual who maintains one or more accounts with assets under the Plan.

All services shall be billed monthly beginning August 1, 2013 at the equivalent rates shown above. Fees described above are based on total number of employees for this employer. Rates for larger or smaller groups may vary according to current published rate schedules established by TSACG.

This Exhibit to the Retirement Plan Compliance and Administrative Services Agreement is acknowledged by;

DYSART UNIFIED SCHOOL DISTRICT #89

By: __________________________
Name: ________________________
Title: _________________________
Date: _________________________

TSA CONSULTING GROUP, INC.

By: __________________________
Name: Janet Williamson
Title: VP, Chief Operations Officer
Date: _________________________
AGENDA ITEM: *Recommendation to Approve Personnel Action Items for the Period of May 1, 2013 Through May 15, 2013

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 May 1, 2013 through May 15, 2013 as presented.

SUBMITTED BY: ___________________________ SUPERINTENDENT: ________________

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 10
### NEW HIRE

**CERTIFIED STAFF**

<table>
<thead>
<tr>
<th>NAME</th>
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<tbody>
<tr>
<td>Carrillo, Annette</td>
<td>Teacher 2013-2014 School Year</td>
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<td>Teacher 2013-2014 School Year</td>
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**CLASSIFIED STAFF**

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Entorf, Mary</td>
<td>Bus Driver</td>
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<tr>
<td>Gallo, Janell</td>
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<td>Weyker, Brian</td>
<td>Records Specialist</td>
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**CLASSIFIED EXEMPT STAFF**

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<tr>
<td>Rossi, Francesca</td>
<td>Applications Developer</td>
</tr>
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</table>

### REQUEST FOR LEAVE OF ABSENCE WITHOUT PAY

**CLASSIFIED STAFF**

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<th>NAME</th>
<th>DATES</th>
<th>ASSIGNMENT</th>
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</thead>
<tbody>
<tr>
<td>Coates, Karen</td>
<td>08/05/2013 – 05/23/2014</td>
<td>Instructional Assistant</td>
</tr>
</tbody>
</table>
May 15, 2013 Governing Board Meeting

RESIGNATION

ADMINISTRATIVE STAFF

<table>
<thead>
<tr>
<th>NAME</th>
<th>REASON</th>
<th>EFFECTIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fisher, Debora</td>
<td>Professional Advancement/ Administration Supports Waiver of Liquidated Damages</td>
<td>06/11/2013</td>
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</table>

CERTIFIED STAFF

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Akita, Dale</td>
<td>Personal</td>
<td>05/24/2013</td>
</tr>
<tr>
<td>Becher, Stephanie</td>
<td>Personal</td>
<td>05/24/2013</td>
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<td>Boyle, Thomas</td>
<td>Personal</td>
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</tr>
<tr>
<td>Chelini, Sonia</td>
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<td>05/24/2013</td>
</tr>
<tr>
<td>Denny, Charleen</td>
<td>Relocation</td>
<td>05/24/2013</td>
</tr>
<tr>
<td>Dicke, Megan</td>
<td>Personal</td>
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</tr>
<tr>
<td>Giuliani, Graig</td>
<td>Personal</td>
<td>05/24/2013</td>
</tr>
<tr>
<td>Hannam, John</td>
<td>Relocation</td>
<td>05/24/2013</td>
</tr>
<tr>
<td>Harris, Christopher</td>
<td>Did Not Return Contract</td>
<td>05/24/2013</td>
</tr>
<tr>
<td>Haven, Mandie</td>
<td>Other Employment</td>
<td>05/24/2013</td>
</tr>
<tr>
<td>Kalcevich, Kristin</td>
<td>Personal</td>
<td>05/24/2013</td>
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<tr>
<td>Leyva, Jeriestell</td>
<td>Did Not Return Contract</td>
<td>05/24/2013</td>
</tr>
<tr>
<td>Lopez, Christina</td>
<td>Relocation</td>
<td>05/24/2013</td>
</tr>
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<td>Lopez, Madelaine</td>
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</tr>
<tr>
<td>Matthias, Haley</td>
<td>Relocation</td>
<td>05/24/2013</td>
</tr>
<tr>
<td>Oehler, Cheryl</td>
<td>Phased Retirement</td>
<td>05/24/2013</td>
</tr>
<tr>
<td>Panneton, Teresa</td>
<td>Personal</td>
<td>05/24/2013</td>
</tr>
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<td>Romero, Michelle</td>
<td>Other Employment</td>
<td>05/24/2013</td>
</tr>
<tr>
<td>Sherlock, Kelly</td>
<td>Personal</td>
<td>05/24/2013</td>
</tr>
<tr>
<td>Simpson, Ranae</td>
<td>Personal</td>
<td>05/24/2013</td>
</tr>
<tr>
<td>Suhler, Christopher</td>
<td>Mutually Agreed/Administration Supports Waiver of Liquidated Damages</td>
<td>05/06/2013</td>
</tr>
<tr>
<td>Taylor, Terri</td>
<td>Other Employment</td>
<td>05/24/2013</td>
</tr>
<tr>
<td>Ulloa, Rosa</td>
<td>Personal</td>
<td>05/24/2013</td>
</tr>
<tr>
<td>Wells, Alysia</td>
<td>Personal</td>
<td>05/24/2013</td>
</tr>
<tr>
<td>Wescott, Mikal</td>
<td>Did Not Return Contract</td>
<td>05/24/2013</td>
</tr>
<tr>
<td>Wieber, Brian</td>
<td>Other Employment</td>
<td>05/24/2013</td>
</tr>
<tr>
<td>Wigner, Susan</td>
<td>Other Employment</td>
<td>05/24/2013</td>
</tr>
<tr>
<td>Wilke, Jason</td>
<td>Personal</td>
<td>05/24/2013</td>
</tr>
</tbody>
</table>
### SUBSTITUTE TEACHER

<table>
<thead>
<tr>
<th>NAME</th>
<th>REASON</th>
<th>EFFECTIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jones, Amy</td>
<td>Relocation</td>
<td>05/08/2013</td>
</tr>
</tbody>
</table>

### CLASSIFIED STAFF

<table>
<thead>
<tr>
<th>NAME</th>
<th>REASON</th>
<th>EFFECTIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anaya, Sandra</td>
<td>Other Employment</td>
<td>04/26/2013</td>
</tr>
<tr>
<td>Campbell, Jill</td>
<td>Personal</td>
<td>05/23/2013</td>
</tr>
<tr>
<td>Mendoza, Maria</td>
<td>Personal</td>
<td>05/23/2013</td>
</tr>
<tr>
<td>Noseworthy, Maritza</td>
<td>Personal</td>
<td>05/06/2013</td>
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<td>Publicover, Marijane</td>
<td>Relocation</td>
<td>05/31/2013</td>
</tr>
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<td>Serna, Deanna</td>
<td>Relocation</td>
<td>05/24/2013</td>
</tr>
<tr>
<td>Torkelson, Luann</td>
<td>Retirement</td>
<td>05/24/2013</td>
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### CLASSIFIED EXEMPT STAFF

<table>
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<tr>
<th>NAME</th>
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<th>EFFECTIVE</th>
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</thead>
<tbody>
<tr>
<td>Blake, Carol</td>
<td>Personal</td>
<td>05/10/2013</td>
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</table>

### CLASSIFIED SUBSTITUTE

<table>
<thead>
<tr>
<th>NAME</th>
<th>REASON</th>
<th>EFFECTIVE</th>
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</thead>
<tbody>
<tr>
<td>Gilligan, William</td>
<td>Inactive Status</td>
<td>07/01/2012</td>
</tr>
</tbody>
</table>

### TERMINATION CORRECTION

<table>
<thead>
<tr>
<th>NAME</th>
<th>REASON</th>
<th>EFFECTIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spearman, Caprice</td>
<td>Correction of Termination Date</td>
<td>05/08/2013</td>
</tr>
</tbody>
</table>

### SUPPLEMENTAL COMPENSATION

Staff will be paid per MOU for Teaching and Tutoring.

Allen, Angela    | Bean, Megan           | Bohon, Robert  |
Arias, Nadine   | Becko, Ashley         | Brekke, Melissa |
Atchley, Jamie  | Behling, Erin         | Carrasco, Celia |
Attilio, Mario  | Bernard, Kamyle       | Carson, Ivory   |
Barkley, Sarah  | Blanco, Lucy          | Cornell, Melissa |
Staff will be paid per MOU for After School Coordinator.

- Garcia, Christina
- Green, Stacy
- Shernicoff, Jennifer
- Webb, Heather

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

- Day, Michelle
- Espinoza, Shawn
- Marinelli, Danae
- Palmer, Justean

Staff will be paid per MOU for Curriculum Writing.

- Addabbo, Cheryl
- Allen, Angela
- Alley, Margaret
- Also, Larry
- Aranda, Martha
- Arias, Nadine
- Atchley, Jamie
- Banks, Latoya
- Barkley, Sarah
- Barnett, Maureen
- Barrera De Hernandez, Maricela
- Barter, Susan
- Behling, Erin
- Bejarano, Holly
- Bell, Matthew
- Benavides, Yvette
- Bennett, Eric
- Bernard, Kamyle
- Bernardi, Denise
- Blogg, Erica
- Bolitho, Jonathan
- Braden, John
- Brady, Kathy
- Bragg, Craig
- Brown, Christopher
- Brown, Daniel
- Butcher, Cheryl
- Campbell, Todd
- Campbell-Hernandez, Kelley
- Caywood, Jeana
- Chamberlain, Bonnie
- Chambers, Katharine
- Christie, Denise
- Chura, Joseph
- Cisneros, Rosalva
- Clark, Angelique
- Clark, Charleen
- Costa, Kevin
- Cozza, Daniel
- Davis, Paige
- Day, Michelle
May 15, 2013 Governing Board Meeting

Staff will be paid per MOU for Additional Hours Certified.

Bustamante, Donna  Malecki, Kristy  Walker, Michael
Green, Stacy  Que, Katie

Staff will be paid for Additional Hours Classified.

Ameele, Vicki  Garcia, Mayra  Pieratt, Lorrie
Borges, Crystal  Herbert, Cynthia
Dabney, Michelle  Larsen, Marisa

Staff will be paid per MOU for Online Course Creator.

Thorson, Greg  Wilbert, Arthur

Staff will be paid per MOU for High School Activities.

Forrest, Kurwin

Staff will be paid per MOU for Additional Days High School Counselor.

Bracey, Damien  Luzier, Lori  Soto-Gomez, Gianna
Hart, Mary Louise  Scaife, Richard  Webb, Heather

Staff will be paid per MOU for Additional Days High School Library Media Specialist.

Anderson, Tracy

Staff will be paid through Community Education for Childcare Camp Aide.

Edwards, Emma  Ramirez, Rachel  Sanchez, Sarah
Laborin, Helen  Rusnac, Sophia-Elizabeth  Washington, Alta

Staff will be paid through Community Education for Assistant Child Care Facilitators for Summer Camp.

Horton, Jennifer  Ly, Helen  Valle, Sandra
Isrow, Dawn  Perez, Leticia

Staff will be paid through Community Education for Summer Camp Instructional Assistant.

Dempsey, Melissa  Pedroza, Yesenia
Houston, Rosa Maria  Soliz, Ofelia

Staff will be paid through Community Education for Summer Camp Preschool Specialist.

Arizmendez, Yolanda  Holmlund, Margaret
May 15, 2013 Governing Board Meeting

Staff will be paid through Grants for Special Education Summer School ESY.

<table>
<thead>
<tr>
<th>Babcock, Katie</th>
<th>Krupp, Dorothy</th>
<th>Shadley, Amber</th>
</tr>
</thead>
<tbody>
<tr>
<td>Biswell, Karin</td>
<td>Lininger, Heather</td>
<td>Wright, Cassandra</td>
</tr>
<tr>
<td>Brown, Julianne</td>
<td>Miller, Brandy</td>
<td></td>
</tr>
<tr>
<td>Kostreva, Katie</td>
<td>Scheeler, Laura</td>
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</table>

Staff will be paid through Grants for Instructional Assistants for Summer School ESY.

<table>
<thead>
<tr>
<th>Boelter, Sandra</th>
<th>Grant, Marion</th>
<th>Rizea, Ana</th>
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<tbody>
<tr>
<td>Butler, Jennifer</td>
<td>Killen, Howard</td>
<td>Swanson, Bonnie</td>
</tr>
<tr>
<td>Frankel, Randy</td>
<td>Mead, Joyce</td>
<td>Yanes, Grace</td>
</tr>
<tr>
<td>Fuller, Tammy</td>
<td>Milow, Brenda</td>
<td>Yates, Jessica</td>
</tr>
<tr>
<td>Goodman, Jennifer</td>
<td>Raven, Valerie</td>
<td></td>
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</tbody>
</table>

Staff will be paid through Grants for Instructional Assistants for Summer School.

<table>
<thead>
<tr>
<th>Deffinbaugh, April</th>
<th>Palacios, Elinor</th>
<th>Van Doren, Beth</th>
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</thead>
<tbody>
<tr>
<td>Fultz, Candy</td>
<td>Shamley, Christie</td>
<td></td>
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</tbody>
</table>

Staff will be paid through Grants for Homebound ESY Summer.

| Biswell, Karin          |                        |                      |

Staff will be paid through Grants for Summer Evaluations.

<table>
<thead>
<tr>
<th>Bustamante, Donna</th>
<th>Muto, Amy</th>
<th>Scudder, Leigh</th>
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<tbody>
<tr>
<td>Gladieux, Kelli</td>
<td>Neidert, Erin</td>
<td>Whitaker, Jennifer</td>
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<td>Jensen, Rebecca</td>
<td>Oechslin, Mary Jo</td>
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<tr>
<td>Leuhring, Matthew</td>
<td>Reynolds, Stephanie</td>
<td></td>
</tr>
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</table>

Staff will be paid through Community Education for Summer School Coordinator.

| Bedolla, Torrie         |                        |                      |
|-------------------------|-------------------------|                      |
| Kramer, Amilee          |                        |                      |
AGENDA ITEM: *Recommendation to Approve a Revision to the Classified Salary Placement Schedule for the 2013-2014 School Year

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

Cost: ___________ Funding Source: Various

EXECUTIVE SUMMARY:

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

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve a revision to the classified salary placement schedule for the 2013-2014 school year as presented.
<table>
<thead>
<tr>
<th>GRADE</th>
<th>MINIMUM</th>
<th>MAXIMUM ENTRY</th>
<th>MAXIMUM</th>
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<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>
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<tr>
<td>E</td>
<td>$10.74</td>
<td>$11.38</td>
<td>$17.09</td>
</tr>
<tr>
<td>F</td>
<td>$11.58</td>
<td>$12.27</td>
<td>$18.40</td>
</tr>
<tr>
<td>G</td>
<td>$11.87</td>
<td>$12.58</td>
<td>$18.86</td>
</tr>
<tr>
<td>H</td>
<td>$12.15</td>
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<tr>
<td>I</td>
<td>$12.47</td>
<td>$13.22</td>
<td>$19.83</td>
</tr>
<tr>
<td>J</td>
<td>$12.77</td>
<td>$13.54</td>
<td>$20.32</td>
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<td>K</td>
<td>$13.10</td>
<td>$13.89</td>
<td>$20.83</td>
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<tr>
<td>L</td>
<td>$13.44</td>
<td>$14.25</td>
<td>$21.36</td>
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<td>M</td>
<td>$13.76</td>
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<tr>
<td>N</td>
<td>$14.11</td>
<td>$14.96</td>
<td>$22.43</td>
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<tr>
<td>O</td>
<td>$14.48</td>
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<td>$23.00</td>
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<tr>
<td>P</td>
<td>$14.83</td>
<td>$15.72</td>
<td>$23.58</td>
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<tr>
<td>Q</td>
<td>$15.20</td>
<td>$16.11</td>
<td>$24.16</td>
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<tr>
<td>R</td>
<td>$15.58</td>
<td>$16.51</td>
<td>$24.76</td>
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<tr>
<td>S</td>
<td>$15.97</td>
<td>$16.93</td>
<td>$25.38</td>
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<tr>
<td>T</td>
<td>$16.37</td>
<td>$17.35</td>
<td>$26.03</td>
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<td>U</td>
<td>$17.64</td>
<td>$18.70</td>
<td>$28.05</td>
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<tr>
<td>V</td>
<td>$19.46</td>
<td>$20.63</td>
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<tr>
<td>W</td>
<td>$20.44</td>
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<tr>
<td>X</td>
<td>$22.57</td>
<td>$23.92</td>
<td>$28.11</td>
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</table>

NEW EMPLOYEES: Employees new to the district will be placed at the minimum salary.

**INITIAL HOURLY RATE = ENTRY HOURLY RATE PLUS EXPERIENCE CREDIT PLUS EDUCATION CREDIT**

<table>
<thead>
<tr>
<th>Estimate Your Initial Salary Placement Here</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Entry Grade Hourly Rate</strong></td>
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<tr>
<td>$</td>
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<tr>
<td><strong>Experience Credit</strong></td>
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<tr>
<td>$</td>
</tr>
<tr>
<td><strong>Education Credit</strong></td>
</tr>
<tr>
<td>$</td>
</tr>
<tr>
<td><strong>Initial Hourly Rate</strong></td>
</tr>
<tr>
<td>$</td>
</tr>
</tbody>
</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 April 17, 2013; Revised May __, 2013
“Exceeding standards, future ready”

GOVERNING BOARD ITEM

AGENDA ITEM:  *Approval of the Minutes for the May 1, 2013 Governing Board Meeting

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

Cost: N/A  Funding Source:  N/A

EXECUTIVE SUMMARY:

It is recommended the Governing Board approve the minutes of the May 1, 2013 Governing Board meeting.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the minutes of the May 1, 2013 Governing Board meeting.

SUBMITTED BY:  ______________________  SUPERINTENDENT:  ______________________

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

AGENDA ITEM: Out of State Travel for the Governing Board President to Accept an Award on Behalf of the Superintendent at the 2013 Rachel’s Challenge Educational Summit in Dallas, TX, June 27-29, 2013

EXECUTIVE SUMMARY:

WHO: Governing Board President

WHAT: Rachel’s Challenge Educational Summit

WHERE: Dallas, TX

WHEN: June 27-29, 2013

WHY: Dr. Gail Pletnick was selected as a 2013 Rachel’s Challenge Hero and will be honored at the 2013 Rachel’s Challenge Educational Summit. Dr. Pletnick cannot attend due to a scheduling conflict. The Governing Board President will represent Dysart and accept the award as well as attend the conference sessions.

COST: The approximate cost of $1,300.00 includes airfare, lodging and meals. The no charge registration is compliments of Rachel’s Challenge.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the out of state travel of the Governing Board President to attend the 2013 Rachel’s Challenge Educational Summit in Dallas, TX, June 27-29, 2013.

SUBMITTED BY: ___________________ SUPERINTENDENT: ___________________

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: ______
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, 10.30 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):

HOR1213-033

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) HOR1213-033.
<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>
</tr>
</thead>
<tbody>
<tr>
<td>HOR1213-033</td>
<td>5/2/2013</td>
<td>Barbara Surloff</td>
<td>DHS</td>
<td>Drug Distribution</td>
<td>Long-Term Suspension</td>
<td>Remainder of 2012-2013 School Year through First Semester of 2013-2014 School Year</td>
<td>N/A</td>
<td>1/6/14</td>
</tr>
</tbody>
</table>
AGENDA ITEM: *Professional Growth Credit and Establishment of Supplemental Assignments for Professional Growth Classes for Summer, 2013

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

Cost: $3,000.00  Funding Source: M & O (Professional Development)

EXECUTIVE SUMMARY:

In accordance with Governing Board Policy Section 7.39, the Superintendent may establish local in-service training courses for teachers. Professional growth credit may be awarded for staff development classes that are recommended by the Superintendent and approved by the Governing Board.

Ongoing professional training is essential to the continued development of teachers and administrators. Through the District’s Professional Growth program, teachers have the opportunity to participate in relevant training and workshops throughout the year for professional growth credit that is aligned to the long-term professional development plan. Courses are reviewed by the Educational Services Department Professional Development to ensure alignment with the district professional development plan.

The list of 2013 Summer professional development growth classes is attached.

BOARD ACTION REQUESTED:

It is recommended that the Governing Board approve the professional growth classes, supplemental assignments and professional growth credit for certified staff participating in these programs.

SUBMITTED BY: Asteller  SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion:  Second:  Vote:  AGENDA ITEM: 15
Professional Development Certified Summer Catalog 2013

NOTE: ONLINE REGISTRATION BEGINS MAY 16TH, 2013
SUMMER CLASS DESCRIPTIONS
EDUCATIONAL SERVICES DEPARTMENT

EDUCATIONAL TECHNOLOGY COURSES

BUILDING ADMIN SESSIONS:

Admin Session: Educational Technology Resources - QR Code Adventure

Facilitator(s): Technology Training Team
Date(s) of Class: June 3rd
Time: 3:30 p.m. - 5:00 p.m.
Location: District Office - Main Board Room
Description: Have you noticed the code consisting of black modules arranged in a square pattern on a white background? Those are QR codes! This class will familiarize participants with QR codes.

Admin Session: All about BYOD

Facilitator(s): Technology Training Team
Date(s) of Class: June 13th
Time: 3:30 p.m. - 5:00 p.m.
Location: District Office - Main Board Room
Description: As students bring mobile devices to school, new strategies must be employed to take advantage of them. This course will guide participants as they explore and develop classroom procedures and management techniques specific to mobile devices. Participants will examine research on the use of mobile devices in the classroom and develop strategies to support student learning.

Admin Session: All about the Dysart eBookshelf

Facilitator(s): Technology Training Team
Date(s) of Class: June 11th
Time: 3:30 p.m. - 5:00 p.m.
Location: District Office - Main Board Room
Description: Come and explore the Dysart eBookshelf available to students and staff as well as the variety of ways it can be used. Participants will need to bring a Laptop.
Admin Session: All about Edmodo

Facilitator(s): Technology Training Team
Date(s) of Class: June 6th
Time: 3:30 p.m. - 5:00 p.m.
Location: District Office - Main Board Room
Description: Edmodo is a District approved secure website for teachers and students. It is a blog and so much more. Edmodo offers a chance for collaboration and communication in a secure environment. This class will explore Edmodo and how it works. There are new features that you may not know about. Participants will also take a look at creative ways to use Edmodo in the classroom. Participants will need to bring a Laptop.

Admin Session: Google Docs and Drive

Facilitator(s): Technology Training Team
Date(s) of Class: June 4th
Time: 3:30 p.m. - 5:00 p.m.
Location: District Office - Main Board Room
Description: This class will provide participants with the knowledge to utilize Google Docs to store, collaborate, and share documents. This class will cover management strategies, documents, spreadsheets, presentations, forms and drawing and explore options to create documents that can be used with staff and school artifacts site.

Admin Session: Presentation Tools you Can Use with Your Staff [Polleverywhere, Prezi, Padlet, Socrative, Todays Meet, Locamoda]

Facilitator(s): Technology Training Team
Date(s) of Class: June 12th
Time: 3:30 p.m. - 5:30 p.m.
Location: District Office - Main Board Room
Description: There are many tools available for spicing up your presentations to your staff. In this session, we will show you how to use various online presentation and interactive resources. These will keep your staff engaged and assist you in getting feedback on the topics you present. Participants will need to bring a Laptop.

Admin Session: Reviewing Teacher Google Sites

Facilitator(s): Technology Training Team
Date(s) of Class: June 10th
Time: 10:00 a.m. - 11:30 a.m.
Location: District Office - Educational Services Conference Room
Description: Participants will review the District teacher website rubric and resources and review their teacher websites for tips and support.
GENERAL EDUCATIONAL TECHNOLOGY COURSES

BYOD—Bring Your Own Device

Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment - May 28th through June 7th
(All classes close on June 13th)
Time: 6 Hours Total
Location: Online classes via iSchool
Description: As students bring mobile devices to school, new strategies must be employed to take advantage of them. This course will guide participants as they explore and develop classroom procedures and management techniques specific to mobile devices. Participants will examine research on the use of mobile devices in the classroom and develop strategies to support student learning.

Facilitator(s): Technology Training Team
Date(s) of Class: June 4th
Time: 9:00 a.m. - 12:00 p.m.
Location: El Mirage Elementary - Media Center
Description: As students bring mobile devices to school, new strategies must be employed to take advantage of them. This course will guide participants as they explore and develop classroom procedures and management techniques specific to mobile devices. Participants will examine research on the use of mobile devices in the classroom and develop strategies to support student learning.

Citelighter Strategies

Facilitator(s): Technology Training Team
Date(s) of Class: TBD
Time: TBD
Location: TBD
Description: Research made easy! Citelighter is a web-based tool that allows for simple collection of resources and instant citation creation. With a free account, all websites in your research are saved in one place, and a paper can be created and saved as well. This tool allows you to access your paper and resources from anywhere. This class is great for teachers who teach research papers and DBQs and is designed for middle school and high school teachers (especially English and Social Studies).
Communication and Collaboration: Get connected as a New Century Educator

Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment - May 28th through June 7th
(All classes close on June 13th)
Time: 2 Hours Total
Location: Online classes via iSchool
Description: What are these New Century Learner skills anyway? How can you get connected with other educators and learning communities to enhance digital age teaching? Explore tips on taking online classes like iSchool, finding online professional resources like webinars, and discovering resources to support you as a New Century Learner and as a New Century Educator.

Copyright and Fair Use Guidelines in the Classroom

Facilitator(s): Technology Training Team
Date(s) of Class: June 13th
Times: 1:30 p.m. - 3:00 p.m.
Location: District Office - IT Training Lab
Description: Copyright and Fair Use guidelines are abstract concepts to students. Helping them to navigate through the endless supply of information can be tricky, especially if you are not sure yourself. Join us as we simplify and delineate the best practices in the education setting and explore resources that make the process of citing a piece of cake.

Google Docs: Create, Collaborate and Share

Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment - May 28th through June 7th
(All classes close on June 13th)
Time: 7 hours Total
Location: Online classes via iSchool
Description: This class will provide participants with the knowledge to utilize Google Docs to store, collaborate, and share documents that can be used to invigorate the classroom experience. Participants will be provided with a best practice utilization of this online application in order to integrate Google Docs as a tool for curriculum management and instruction. This class will cover management strategies, documents, spreadsheets, presentations, forms and drawing.

Google Sites

Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment - May 28th through June 7th
(All classes close on June 13th)
Time: 2 Hours Total
Location: Online classes via iSchool
Description: This course will guide participants through the construction and design of a Google Site. It will begin with how to create a site and take participants through publishing a site.
Got a MacBook?

Facilitator(s): Technology Training Team  
Date(s) of Class: May 29th  
Time: 9:00 a.m. - 11:00 a.m.  
Location: Canyon Ridge Elementary - Media Center  
Description: If you have acquired an Apple computer, this class will show you how it works. Participants will learn basic operation and maintenance, and how to use the applications that come with your Apple computer. The applications that will be covered are iMovie, iTunes, iPhoto, Garageband and Photo Booth. Participants will need to bring an Apple laptop.

Got Edmodo?

Facilitator(s): Technology Training Team  
Date(s) of Class: June 3rd  
Time: 9:00 a.m. - 11:00 a.m.  
Location: Canyon Ridge Elementary - Media Center  
Description: Edmodo is a District approved secure website for teachers and students. It is a blog and so much more. Edmodo offers a chance for collaboration and communication in a secure environment. This class will explore Edmodo and how it works. There are some new features that you may not know about. Participants will take a look at creative ways to use Edmodo in your classroom. Participants will need to bring a laptop.

Facilitator(s): Technology Training Team  
Date(s) of Class: June 4th  
Time: 1:00 p.m. - 3:00 p.m.  
Location: Canyon Ridge Elementary - Media Center  
Description: Edmodo is a District approved secure website for teachers and students. It is a blog and so much more. Edmodo offers a chance for collaboration and communication in a secure environment. This class will explore Edmodo and how it works. There are some new features that you may not know about. Participants will take a look at creative ways to use Edmodo in your classroom. Participants will need to bring a laptop.

Got iPods/iPad Devices?

Facilitator(s): Technology Training Team  
Date(s) of Class: June 4th  
Time: 9:00 a.m. - 11:00 a.m.  
Location: Canyon Ridge Elementary - Media Center  
Description: The Apple devices are great to have in the classroom; however, there is a lot to learn. This class will focus on all aspects of the iPod and iPad. Participants will work with apps and other programs that are on the devices. Participants will also go over how to sync the devices and learn some classroom management strategies. This class is designed to be an open-ended learning experience. Bring your devices and questions and we will work with you so that you can best use these amazing devices with your students. Participants will need to bring an Apple Device.
Facilitator(s): Technology Training Team  
Date(s) of Class: June 5th  
Time: 1:00 p.m. - 3:00 p.m.  
Location: Canyon Ridge Elementary - Media Center  
Description: The Apple devices are great to have in the classroom; however, there is a lot to learn. This class will focus on all aspects of the iPod and iPad. Participants will work with apps and other programs that are on the devices. Participants will also go over how to sync the devices and learn some classroom management strategies. This class is designed to be an open-ended learning experience. Bring your devices and questions and we will work with you so that you can best use these amazing devices with your students. Participants will need to bring an Apple Device.

### How to Troubleshoot in Your Own Classroom

Facilitator(s): Technology Training Team  
Date(s) of Class: May 28th  
Time: 9:00 a.m. - 10:00 a.m.  
Location: Canyon Ridge Elementary - Media Center  
Description: There is a lot of technology in your classroom and sometimes it doesn’t all work like it should. This class will show you basic techniques for keeping your equipment up and running. It will also show you how to be an informed Helpdesk caller. By doing a minimal amount of basic troubleshooting, you can often get your technology working or at least give the technician some good information so that the helpdesk can get your equipment going much sooner.

### Multi-Media Resources for Your Classroom

Facilitator(s): Technology Training Team  
Date(s) of Class: Open Enrollment - May 28th through June 7th  
(All classes close on June 13th)  
Time: 1 Hour Total  
Location: Online classes via iSchool  
Description: Showing a movie clip in your classroom can be a valuable activity for your students. But where do you find these clips and what activities can be done to accompany these clips that tie to Common Core State Standards? This class will provide valuable multi-media resources to you and will allow time to create activities to support the standards.

### Near Pod Use and Strategies

Facilitator(s): Technology Training Team  
Date(s) of Class: June 5th  
Time: 9:00 a.m. - 11:00 a.m.  
Location: Canyon Ridge Elementary - Media Center  
Description: Bring the classroom to life with interactive mobile presentations that teachers create and customize themselves. Participants will need to bring a Laptop and iPad.
New Century Learning: Communication and Collaboration in the Dysart Classroom

Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment - May 28th through June 7th
(All classes close on June 13th)
Time: 6 Hours Total
Location: Online via iSchool
Description: Help students understand and participate in digital media and environments to communicate and collaborate with others in an increasingly global and technical world. Topics will include: effective digital communication tools, contributions towards team projects, and global and cultural connections. Participants will examine research, strategies and tools that can help students communicate and collaborate with others.

New Century Learning: Creativity and Innovation in the Dysart Classroom

Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment - May 28th through June 7th
(All classes close on June 13th)
Time: 6 Hours Total
Location: Online via iSchool
Description: Help students understand and demonstrate the use of creative thinking to construct knowledge and develop innovative products and processes using technology. Topics will include: generating new ideas, models and simulations, trends and possibilities, and original products. Participants will examine research, strategies and tools that can help students to create and innovate in the Dysart classroom.

New Century Learning: Critical Thinking, Problem Solving and Decision Making in the Dysart Classroom

Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment - May 28th through June 7th
(All classes close on June 13th)
Time: 6 Hours Total
Location: Online via iSchool
Description: Participants will explore strategies and resources that help students use critical thinking skills to plan and conduct research, manage projects, solve authentic problems, and make informed decisions using appropriate digital resources.
New Century Learning: Digital Citizenship in the Dysart Classroom

Facilitator(s): Technology Training Team  
Date(s) of Class: Open Enrollment - May 28th through June 7th  
(All classes close on June 13th)  
Time: 6 Hours Total  
Location: Online via iSchool  
Description: Help students to understand and participate in an increasingly global and technical world. Participants will examine topics such as: copyright and fair use, online etiquette and ethics, internet awareness, global trends in technology and their impact. Participants will examine research strategies and tools that can help students to be more responsible Twenty-First Century citizens.

New Century Learning: Research and Information Fluency in the Dysart Classroom

Facilitator(s): Technology Training Team  
Date(s) of Class: Open Enrollment - May 28th through June 7th  
(All classes close on June 13th)  
Time: 6 Hours Total  
Location: Online via iSchool  
Description: Today’s students have access to an unprecedented volume of data and information. Participants will examine strategies and resources for helping them locate, organize, analyze, evaluate, synthesize, and ethically use information from a variety of sources and media.

New Century Learning: Technology Operations and Concepts in the Dysart Classroom

Facilitator(s): Technology Training Team  
Date(s) of Class: Open Enrollment - May 28th through June 7th  
(All classes close on June 13th)  
Time: 6 Hours Total  
Location: Online via iSchool  
Description: Participants will examine and explore research, strategies and resources to support students as they incorporate an understanding of technology concepts, systems, and operations in the classroom.
Online Facilitator Training Class

Facilitator(s): Chad Turley
Date(s) of Class: Ongoing Enrollment
Time: 60 Hours Total
Location: Online classes via iSchool
Description: This course is designed for teachers who are interested in becoming online facilitators. This course is a prerequisite for employees who will be creating, leading and facilitating online professional development. This class provides an introduction to the pedagogy of online learning, presents best practices for teaching in web-enhanced and distance learning education environments, and offers the opportunity to discuss concepts and practice techniques that will be used in facilitating courses.

QR Codes

Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment - May 28th through June 7th
Time: 1 Hour Total
Location: Online classes via iSchool
Description: Have you noticed the code consisting of black modules arranged in a square pattern on a white background? Those are QR codes! This class will familiarize participants with QR codes.

Student Creativity Tools That Make Class Projects Fun

Facilitator(s): Technology Training Team
Date(s) of Class: June 12th
Time: 1:00 p.m. - 4:00 p.m.
Location: District Office - IT Training Lab
Description: This will be a hands-on course focusing in on all of the creativity tools available online and in the Dysart toolkit. Learn to animate, create comics, and online posters as well as edit video, pictures, sound effects and music using a wide variety of tools. Learn also how to operate within copyright and fair use guidelines. Tools include: Comic Life, Pixie, Frames, Windows Movie Maker, OneTrueMedia, Stupeflix, Splice, Soundzabound, Zamzar, SoundSnap, DomoGoanimate, and ExtraNormal.

Facilitator(s): Technology Training Team
Date(s) of Class: June 13th
Time: 9:00 a.m. - 12:00 p.m.
Location: District Office - IT Training Lab
Description: This will be a hands-on course focusing in on all of the creativity tools available online and in the Dysart toolkit. Learn to animate, create comics, online posters as well as edit video, pictures, sound effects and music using a wide variety of tools. Learn also how to operate within copyright and fair use guidelines. Tools include: Comic Life, Pixie, Frames, Windows Movie Maker, OneTrueMedia, Stupeflix, Splice, Soundzabound, Zamzar, SoundSnap, DomoGoanimate, and ExtraNormal.
Taking the Interactive Whiteboard to the Next Level

Facilitator(s): Technology Training Team
Date(s) of Class: May 28th
Time: 9:00 a.m. - 11:00 a.m.
Location: Canyon Ridge Elementary - Room 149
Description: The SMARTboard has many resources that may be going untapped if you are not aware of them. This class will show participants how to get the most out of their SMARTboard. From hidden tools to creative techniques and organizational strategies, this class will teach you how to get the most out of your SMARTboard. Participants will need to bring a laptop.

Facilitator(s): Technology Training Team
Date(s) of Class: May 29th
Time: 1:00 p.m. - 3:00 p.m.
Location: Canyon Ridge Elementary - Room 149
Description: The SMARTboard has many resources that may be going untapped if you are not aware of them. This class will show participants how to get the most out of their SMARTboard. From hidden tools to creative techniques and organizational strategies, this class will teach you how to get the most out of your SMARTboard. Participants will need to bring a laptop.

Teacher Google Websites

Facilitator(s): Technology Training Team
Date(s) of Class: June 11th
Time: 9:00 a.m. - 11:00 a.m.
Location: Valley Vista High - Media Center
Description: This course will walk participants through the construction and design of their Google Site. Come spend some time working on next steps on your school website and get your site ready to go. It will be a time to ask questions and build your site.

Technology in the Primary Classroom

Facilitator(s): Noelle Downs
Date(s) of Class: Open Enrollment - June 3rd through August 1st
(Time: Online Self-paced [6 hours]
Location: Online classes via iSchool
Description: This class is for K-3 teachers who want to develop new ways to infuse technology into the Common Core Standards. Participants will discover ways to provide opportunities for students to demonstrate creative thinking, construct knowledge, and develop innovative products and processes using technology. Participants will have the opportunity to: learn about cool tools to implement in the classroom, learn how to implement these tools into centers and plan lessons and activities for their own classroom.
**General**

**Foster Innovation with STEM**

Facilitator(s): Noelle Downs  
Date(s) of Class: Ongoing Open Enrollment  
Time: Online Self-paced [24 hours]  
Location: Online via iSchool  
Description: Welcome to Inspiring Students with STEM! In this course, you will explore topics, ideas and teaching strategies related to STEM education and careers. After completing this course, you should have a solid grasp on how to incorporate STEM components into your instruction in all disciplines.

**The First Days of School**

Facilitator(s): Alanna Eimers, Taylor Rich & Alyssa Moon  
Date(s) of Class: June 19th - 21st  
Time: 8:00 a.m. - 12:00 p.m.  
Location: Cimarron Springs Elementary - Media Center  
Description: Teachers will participate in a 3-day exploration of Harry Wong's The First Days of School. Videos from The Effective Teacher and portions of The First Days of School book will be critiqued and discussed to identify effective management and teaching techniques. Learners will evaluate their current class set-up, management, and procedures, then revise them to create the most effective learning environment for their students starting the first day of school. Participants will need to bring a current classroom management plan, procedures and the First Days of School book by Harry Wong (if possible).

**Integrating STEM**

Facilitator(s): Carlos Perla  
Date(s) of Class: July 8th - 11th  
Time: 8:00 a.m. - 12:00 p.m.  
Location: Canyon Ridge Elementary - Media Center  
Description: Teachers will develop a working definition of STEM and participate in hands on STEM units. They will work with New Generation Science Standards and Common Core State Standards to develop a unit to teach in their classroom.

Facilitator(s): Carlos Perla  
Date(s) of Class: July 15th - 18th  
Time: 8:00 a.m. - 12:00 p.m.  
Location: Canyon Ridge Elementary - Media Center  
Description: Teachers will develop a working definition of STEM and participate in hands on STEM units. They will work with New Generation Science Standards and Common Core State Standards to develop a unit to teach in their classroom.
Math

Common Core Math Games

Facilitator(s): Monica Dennis
Date(s) of Class: Open Enrollment - June 3rd through August 1st
(Class close on July 22nd)
Time: 6 hours Total
Location: Online classes via iSchool
Description: This class is for teachers who are interested in learning how to create academic
math games aligned with Common Core Standards.

Reading

Common Core Literacy Games

Facilitator(s): Monica Dennis
Date(s) of Class: Open Enrollment - June 3rd through August 1st
(Class close on July 22nd)
Time: 6 hours Total
Location: Online classes via iSchool
Description: This class is for teachers who are interested in learning how to create academic
literacy games aligned with Common Core Standards.

DIBELS Next Training

Facilitator(s): Susan Knutson & Kristine Gerhart
Date(s) of Class: June 6th
Time: 8:30 a.m. - 3:00 p.m.
Location: TBD
Description: Participants will learn how to administer the DIBELS (Dynamic Indicator of Basic
Early Literacy Skills). Benchmark assessments include: First Sound Fluency, Letter
Naming Fluency, Phoneme Segmentation Fluency, Nonsense Word Fluency, Oral
Reading Fluency, and Retell Fluency. There will also be instruction in the DAZE
comprehension measure.

Facilitator(s): Susan Knutson & Kristine Gerhart
Date(s) of Class: June 29th
Time: 8:30 a.m. - 3:00 p.m.
Location: TBD
Description: Participants will learn how to administer the DIBELS (Dynamic Indicator of Basic
Early Literacy Skills). Benchmark assessments include: First Sound Fluency, Letter
Naming Fluency, Phoneme Segmentation Fluency, Nonsense Word Fluency, Oral
Reading Fluency, and Retell Fluency. There will also be instruction in the DAZE
comprehension measure.
Houghton Mifflin Harcourt Training (Grades K-1)
Facilitator(s): Cheryl Addabbo, Sharon Harrigan, and Brenda Petersen
Date(s) of Class: June 6th
Time: 8:30 a.m. - 10:00 a.m.
Location: DO-East Board Room
Description: Participants will become familiar with the newly adopted materials and the framework of the Teacher's Guide. Emphasis will be on Common Core State Standards, small group instruction, and daily instructional expectations.

Houghton Mifflin Harcourt Training (Grades 2-3)
Facilitator(s): Cheryl Addabbo, Sharon Harrigan, and Brenda Petersen
Date(s) of Class: June 6th
Time: 10:30 a.m. - 12:00 p.m.
Location: DO-East Board Room
Description: Participants will become familiar with the newly adopted materials and the framework of the Teacher's Guide. Emphasis will be on Common Core State Standards, small group instruction, and daily instructional expectations.

Pathways to Common Core-Reading, Writing, Listening and Speaking in the K-3 Classroom
Facilitator(s): Sharla Jewett
Date(s) of Class: June 10th - 13th
Time: 9:00 a.m. - 12:00 p.m.
Location: Canyon Ridge Elementary - Media Center
Description: This class is for K-3 teachers who would like to dig deeper into the Common Core State Standards using Lucy Calkins book, Pathways to the Common Core, as a guide to ELAS standards. The class will include discussion as well as the development of anchor lessons, rubrics and exemplar writing texts to use in the classroom. Participants will need to bring a laptop, ELAS Standards and Pathways to the Common Core by Lucy Calkins.

Pathways to Common Core-Reading, Writing, Listening and Speaking in the 4-8 Classroom
Facilitator(s): Sharla Jewett
Date(s) of Class: June 10th - 13th
Time: 12:30 p.m. - 3:30 p.m.
Location: Canyon Ridge Elementary - Media Center
Description: This class is for 4-8 teachers who would like to dig deeper into the Common Core State Standards using Lucy Calkins book, Pathways to the Common Core, as a guide to ELAS standards. The class will include discussion as well as the development of anchor lessons, rubrics and exemplar writing texts to use in the classroom. Participants will need to bring a laptop, ELAS Standards and Pathways to the Common Core by Lucy Calkins.
Templates

Facilitator(s): Susan Knutson, Kristine Gerhart, Charleen Clark & Amy Martin
Date(s) of Class: May 30th
Time: 8:30 a.m. - 4:30 p.m.
Location: TBD
Description: Participants will learn instructional strategies for reading that incorporate direct explanations, modeling, guided practice, feedback and application. Participants will understand how to effectively instruct struggling students in concepts of print, letter recognition, connecting sounds to letters, and high frequency words. They will also understand how to effectively instruct students in phonemic awareness including blending, segmenting, and manipulating phonemes. Effective instructional techniques will be modeled to participants. Participants will have time to practice techniques during the class. Any participant that has used the templates is encouraged to bring those templates to the training. If you are currently using Templates, please bring any templates that you are using.

Facilitator(s): Susan Knutson, Kristine Gerhart, Charleen Clark & Amy Martin
Date(s) of Class: June 5th
Time: 8:30 a.m. - 4:30 p.m.
Location: TBD
Description: Participants will learn instructional strategies for reading that incorporate direct explanations, modeling, guided practice, feedback and application. Participants will understand how to effectively instruct struggling students in concepts of print, letter recognition, connecting sounds to letters, and high frequency words. They will also understand how to effectively instruct students in phonemic awareness including blending, segmenting, and manipulating phonemes. Effective instructional techniques will be modeled to participants. Participants will have time to practice techniques during the class. Any participant that has used the templates is encouraged to bring those templates to the training. If you are currently using Templates, please bring any templates that you are using.

Science

Building Scientific Classroom Discourse Communities

Facilitator(s): April Holton
Date(s) of Class: May 29th - 31st and June 3rd - 4th
Time: 8:30 a.m. - 3:30 p.m.
Location: Support Facility - Training Rooms 1, 2, 3
Description: This professional development program will focus on the interrelationships among the ELA Common Core Standards for Science and Technical Subjects for grades 6-12 only. This is a classroom implementation program that frames essential factors for successful classroom implementation around three big ideas:
• Transform the discourses from the ELA Common Core Standards into instruction through creating a Classroom Discourse Community™ focused on investigation.
• Target argumentation which equips students with the skills about how to make a claim, present it, and back it up with evidence and logical reasoning.
• Translate key learning principles from How Students Learn Science in the Classroom to foster deep processing of content through talking, writing, and reading.
This class is for certified 6-12 grade Science and Language Arts teachers.
AGENDA ITEM: *Support Staff Professional Development Classes for Summer, 2013

EXECUTIVE SUMMARY:

In accordance with Governing Board Policy Section 7.60, support staff can participate in the Professional Growth Incentive Plan to take additional training to improve their competence and performance for the purpose of receiving financial incentives. The program will return benefits to the District in the form of an increasingly better trained and more highly motivated work force. Points will be awarded only for workshops attended outside of the work day. If an employee is paid their hourly rate of pay to take the course, no points/hours will be awarded.

The list of 2013 Summer support staff professional development classes is attached.

BOARD ACTION REQUESTED:

It is recommended that the Governing Board approve the professional growth classes and professional growth points for support staff participating in the programs outside their work day.

SUBMITTED BY:  superintendent:  
ACTION BY BOARD:  Motion:  Second:  Vote:  AGENDA ITEM:  
Page 1 of 1
Professional Development Support Staff Summer Catalog 2013

NOTE: ONLINE REGISTRATION BEGINS MAY 16, 2013
Copyright and Fair Use Guidelines in the Classroom

Facilitator(s): Technology Training Team
Date(s) of Class: June 13th
Times: 1:30 p.m. - 3:00 p.m.
Location: District Office - IT Training Lab
Description: Copyright and Fair Use guidelines are abstract concepts to students. Helping them to navigate through the endless supply of information can be tricky, especially if you are not sure yourself. Join us as we simplify and delineate the best practices in the education setting. Explore resources that make the process of citing a piece of cake.

Dmail and Calendar Overview

Facilitator(s): Technology Training Team
Date(s) of Class: June 5th
Time: 9:00 a.m. - 11:00 a.m.
Location: TBD
Description: This session will be an overview of the new Dmail and Calendar features. Participants will have the opportunity to learn and explore some of the features that Google offers. These features will include threaded conversations, labels, labs, calendar invites, settings, archive, and search as well as additional overview information and questions from the dysart.org/dmailtransition website. Participants will need to bring a laptop.

Google Docs: Create, Collaborate and Share

Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment - May 28th through June 7th
(All classes close on June 13th)
Time: 7 hours Total
Location: Online classes via iSchool
Description: This class will provide participants with the knowledge to utilize Google Docs to store, collaborate, and share documents that can be used for Support Staff. Participants will be provided with a best practice utilization of this online application in order to integrate Google Docs as an office tool. This class will cover management strategies, documents, spreadsheets, presentations, forms and drawing.
Google Sites
Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment - May 28th through June 7th
(All classes close on June 13th)
Time: 2 Hours Total
Location: Online classes via iSchool
Description: This course will guide participants through the construction and design of a Google Site. It will begin with how to create a site and take participants through publishing a site.

Got a Macbook?
Facilitator(s): Technology Training Team
Date(s) of Class: May 29th
Time: 9:00 a.m. - 11:00 a.m.
Location: Canyon Ridge Elementary - Media Center
Description: If you have acquired an Apple computer, this class will show you how it works. Participants will learn basic operation and maintenance, and how to use the applications that come with your Apple computer. The applications that will be covered are iMovie, iTunes, iPhoto, Garageband and Photo Booth. Participants will need to bring an Apple laptop.

Got Edmodo?
Facilitator(s): Technology Training Team
Date(s) of Class: June 3rd
Time: 9:00 a.m. - 11:00 a.m.
Location: Canyon Ridge Elementary - Media Center
Description: Edmodo is a District approved secure website for teachers and students. It is a blog and so much more. Edmodo offers a chance for collaboration and communication in a secure environment. This class will explore Edmodo and how it works. There are some new features that you may not know about. Participants will take a look at creative ways to use Edmodo. Participants will need to bring a laptop.
GENERAL

**CPR/First Aid Certification Course**

**Facilitator(s):** Saundra Goulet & Margaret Snider  
**Date(s) of Class:** TBD  
**Time:** TBD  
**Location:** TBD  
**Description:** This class is for all support staff requiring new certification or re-certification. The class is limited to 20 attendees and attendees should bring a check to Community Outreach no later than June 5th for $20.00. Please contact Community Outreach to complete the registration. This cost will cover the training and certification card. The checks should be issued to "DUSD-Community Outreach." For further information, contact the Community Outreach Office at 623-876-7056.

COMMUNITY OUTREACH

**Growth & Development-Welcoming All Children**

**Facilitator(s):** Sharon Boersma  
**Date(s) of Class:** August 20th  
**Time:** 6:30 p.m. - 8:30 p.m.  
**Location:** TBD  
**Description:** Children arrive at child care programs with a variety of abilities and developmental skills. The diversity of abilities and skills presents both challenges and benefits for providers, children and families. This session provides opportunities for providers to examine their beliefs about creating caring communities that include children with disabilities, and to begin to identify strategies for success.

**Health & Safety-Children and Trauma**

**Facilitator(s):** Sharon Boersma  
**Date(s) of Class:** August 24th  
**Time:** 8:00 a.m. - 10:00 a.m.  
**Location:** TBD  
**Description:** Recent statistics indicate that three out of ten children require medical help as a result of an accident. What makes these statistics so startling is that most of these injuries could have been prevented. By applying and maintaining health, safety and child-proofing measures, child care providers can make their sites secure and safe for the children in their care.
Health & Safety - First Aid/CPR

Facilitator(s): Sharon Boersma
Date(s) of Class: August 3rd
Time: 9:00 a.m. - 12:00 p.m.
Location: TBD
Description: If First Aid/CPR is a requirement for your Community Outreach position, the district does not compensate participants for attendance; however, Community Outreach will cover the cost of the instructor fees and the training will be offered at no cost provided, that one Community Outreach training has been completed. (Community Outreach Employees Only)
GOVERNING BOARD ITEM

AGENDA ITEM: *Out of State Travel for One Valley Vista High School Counselor to Attend the (RMACAC) Rocky Mountain Association for College Admission Counseling Conference in Salt Lake City, UT, May 29-31, 2013

EXECUTIVE SUMMARY:

WHO: One Valley Vista High School Counselor, Mr. Damien Bracey

WHAT: Rocky Mountain Association for College Admission Counseling Conference

WHEN: May 29-31, 2013

WHERE: Salt Lake City, UT

WHY: The purpose of the travel is for professional development and exposure to the colleges and universities who will attend.

COST: There is no cost to the District for the travel. The teacher received a scholarship from RMACAC to attend.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the out of state travel of one Valley Vista High School counselor to attend the Rocky Mountain Association for College Admission Counseling Conference in Salt Lake City, UT, May 29-31, 2013.
AGENDA ITEM: *Out of State Travel for Seven Shadow Ridge High School (HOSA) Health Occupations Students of America Members, One Advisor and One Chaperone to Attend the HOSA National Leadership Conference in Nashville, TN, June 25-30, 2013

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

Cost: $15,070.00  Funding Source: Student Activities, West-MEC

EXECUTIVE SUMMARY:

WHO: Up to seven SRHS HOSA members, one female advisor and one male chaperone

WHAT: HOSA National Leadership Conference

WHEN: June 25-30, 2013

WHERE: Nashville, TN

WHY: Students will compete in the National Finals Competition. The students will showcase their leadership skills, communication skills and participate in career development activities while doing role-playing activities.

COST: The approximate cost of $15,070.00 includes registration, lodging, meals, airfare and ground transportation. Student’s contribution not to exceed $100.00 with the remainder to be paid by Student Activities and West-MEC funds.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the out of state travel of seven Shadow Ridge High School Health Occupations Students of America members, one advisor and one chaperone to attend the HOSA National Leadership Conference in Nashville, TN, June 25-30, 2013.

SUBMITTED BY: Miller  SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion:  Second:  Vote:  AGENDA ITEM: 18
AGENDA ITEM:  *Out of State Travel for Up to Sixteen Willow Canyon High School Graphic Arts Production Students and Three Teacher/Advisors to Attend The Power of a Yearbook Training Conference in Boulder, CO, July 19-24, 2013

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

Cost:  $17,233.00  Funding Source:  West-MEC, Club Funds

EXECUTIVE SUMMARY:

WHO:  Up to sixteen Willow Canyon High School Graphic Arts Production students, one male and two female teacher/advisors

WHAT:  The Power of a Yearbook Training Conference

WHEN:  July 19-24, 2013

WHERE:  Boulder, CO

WHY:  Students will attend training sessions covering leadership, design, photography and writing. The conference will also offer the students the opportunity to participate in workshop sessions that will allow them to create a yearbook cover, theme, ladder and content layouts for the 2013-2014 WCHS yearbook. All student work from the training sessions will be evaluated and eligible for awards.

COST:  The approximate cost of $17,233.00 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 sixteen Willow Canyon High School Graphic Arts Production students and three teacher/advisors to attend The Power of a Yearbook Training Conference in Boulder, CO, July 19-24, 2013.

SUBMITTED BY:  SUPERINTENDENT:  

ACTION BY BOARD:  Motion:  _____  Second:  _____  Vote:  _____  AGENDA ITEM:  19
AGENDA ITEM: *Overnight Travel for Up to Twelve Willow Canyon High School Female Volleyball Players and Two Coaches to Attend NAU Summer Volleyball Team Camp in Flagstaff, AZ, July 25-27, 2013

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

Cost: $2,300.00 Funding Source: Volleyball Booster Club, Student Contribution

EXECUTIVE SUMMARY:

WHO: Up to twelve Willow Canyon High School female Volleyball players and two coaches

WHAT: NAU Summer Volleyball Camp

WHERE: Flagstaff, AZ

WHEN: July 25-27, 2013

WHY: Team camp gives coaches and players the opportunity to work and compete together before the start of the new season. The tournament style format will address the team’s strengths and weaknesses before starting training in August.

COST: The estimated cost of $2,300.00 includes registration, transportation meals, lodging, and a camp T-shirt. Student’s contribution not to exceed $100.00 with the remainder to be paid by the Volleyball Booster Club. The coaches’ tuition is waived by the camp. Students will travel to the event via white bus.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the overnight travel for up to twelve Willow Canyon High School female volleyball players and two coaches to attend NAU Summer Volleyball Team Camp in Flagstaff, AZ, July 25-27, 2013.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: _____
Overnight Travel for Up to Sixty Valley Vista High School Football Players and Ten Coaches to Attend Football Team Camp in Payson, AZ, July 16-19, 2013

WHO: Up to sixty Valley Vista High School football players and ten coaches

WHAT: Football Team Camp

WHEN: July 16-19, 2013

WHERE: Payson, AZ

WHY: The team will be going as a program to build team chemistry and work on football fundamentals in preparation for the 2013 season.

COST: The cost of $10,300.00 includes registration fees, lodging, meals and transportation. Student's contribution not to exceed $100.00 with the remainder to be paid by Valley Vista Football Booster and Tax Credit funds. Students will travel to the event via yellow buses.

BOARD ACTION REQUESTED:
It is recommended the Governing Board approve the overnight travel of up to sixty Valley Vista High School football players and ten coaches to attend Football Team Camp in Payson, AZ, July 16-19, 2013.
AGENDA ITEM: *Recommendation for Approval to Issue and Release Invitations for Bid for Educational Poster Design Tools & Supplies

Action/Consent X Action/Discussion Information Supporting Data
Cost: $62,000 estimate Funding Source: M&O, Capital, Grants, Student Activities, Auxiliary, Tax Credit, Donations

EXECUTIVE SUMMARY:

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.C.C.) put into operation by the State Board of Education pursuant to A.R.S. §15-213, the Purchasing Department is recommending the Governing Board approve the use of sealed bids to procure Educational Poster Design Tools & Supplies for the 2013-2014 fiscal year, with option to renew annually for up to five (5) total fiscal years.

The decision to require sealed offers was determined by analyzing the anticipated needs for the 2013-2014 fiscal year. The Purchasing department has estimated the annual cost for these items to be $62,000.

A.R.S. §15-213 specifies that the procurement rules shall apply to purchases that exceed $50,000 for the procurement of construction, materials or services. That being the case, the District is required to solicit formal sealed offers. If approved as recommended, the Invitation for Bid will be released May 2013. Once the evaluations are complete, the Purchasing Department will prepare recommendations for award resulting from the IFB process for the Governing Board to approve.

Pursuant to R7-2-1093, it is hereby resolved that a multi-term contract is appropriate because:

a. Estimated requirements cover the period of the contract and are reasonable and continuing.

b. Such a contract will serve the best interest of the District by encouraging effective competition or otherwise promoting economies in school district procurement.

c. If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the materials or services delivered under the contract or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations available for such purposes.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the issue and release multi-term invitations for bid for Educational Poster Design Tools & Supplies for the 2013-2014 fiscal year.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: [Signature] Second: [Signature] Vote: [Signature] AGENDA ITEM: [Signature]
AGENDA ITEM: *Approval/Ratification of Expense Vouchers 1049, 1050 and 1051 in the Amount of $1,812,771.39

**Executive Summary:**

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**Board Action Requested:**

It is recommended the Governing Board approve/ratify expense vouchers 1049, 1050 and 1051 in the amount of $1,812,771.39.

**Submitted By:** [Signature]

**Superintendent:** [Signature]

**Action by Board:** Motion: [Blank] Second: [Blank] Vote: [Blank] Agenda Item: 23
DYSART UNIFIED VOUCHER

Voucher No: 1049  Voucher Date: 04/25/2013  Prepared By:  

Printed: 04/24/2013 02:06:30 PM

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $927,739.52 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

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$927,739.52
DYSART UNIFIED VOUCHER

Voucher No: 1050  Voucher Date: 04/26/2013  Prepared By: ncochran

Printed: 04/26/2013 01:33:21 PM

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $74.19 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 (A.R.S. 15-321) 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

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$74.19
**DYSART UNIFIED VOUCHER**

**Voucher No:** 1051  **Voucher Date:** 05/02/2013  **Prepared By:** ncochran

Printed: 05/02/2013 07:05:55 AM

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $884,957.68 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.

[Signature]

TRACI SAWYER-SINKBEIL  PRESIDENT

JERRY EYNON  CLERK

CHRISTINE PRITCHARD  MEMBER

BONNIE SCHROADER  MEMBER

JENNIFER TANNER  MEMBER

DYSART UNIFIED

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**Total**: $884,957.68
AGENDA ITEM: *Approval/Ratification of Payroll Vouchers 7521, 47, 7522, 48, 7523, 49, 7524, 50, 7525 and 51 in the Amount of $10,420,411.45

**EXECUTIVE SUMMARY:**

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**TOTAL** $10,420,411.45

**BOARD ACTION REQUESTED:**

It is recommended the Governing Board approve/ratify payroll vouchers 7521, 47, 7522, 48, 7523, 49, 7524, 50, 7525 and 51 in the amount of $10,420,411.45.

**SUBMITTED BY:**

**SUPERINTENDENT:**

**ACTION BY BOARD:** Motion: __________ Second: __________ Vote: __________ AGENDA ITEM: __________
DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $4,741,817.97 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.

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**Total:** $4,741,817.97
DYSART UNIFIED VOUCHER

Voucher No: 47  Voucher Date: 04/26/2013  Prepared By: 

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $156,883.00 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, 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

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**Total:** $156,883.00
DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $254.97 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 (AR.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 AR.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

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DYSART UNIFIED VOUCHER

Voucher No: 48  Voucher Date: 04/26/2013  Prepared By:

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED, funds for the sum of $436.62 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 2 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.

[Signature]

TRACI SAWYER-SINKBEIL  PRESIDENT

JERRY EYNON  CLERK

CHRISTINE PRITCHARD  MEMBER

BONNIE SCHROADER  MEMBER

JENNIFER TANNER  MEMBER

DYSART UNIFIED

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Created By: jmorin  Posted By: jmorin  Date: 04/26/2013 08:27:33  Page: 1
DYSART UNIFIED VOUCHER

Voucher No: 7523  Voucher Date: 04/29/2013  Prepared By: 

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $144,116.80 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

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Created By: jmorin  Posted By: jmorin  Date: 04/26/2013 14:40:37  Page: 1
DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $258,689.52 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.

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$258,689.52
DYSART UNIFIED VOUCHER

Voucher No: 7524  Voucher Date: 05/03/2013  Prepared By: 

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $748.43 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

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Created By: jmorin  Posted By: jmorin  Date: 05/02/2013 14:46:50  Page: 1
DYSART UNIFIED VOUCHER

Voucher No: 50  Voucher Date: 05/03/2013  Prepared By:

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $1,351.85 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

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$1,351.85
DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $4,960,381.20 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.

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TRACI SAWYER-SINKBEIL          PRESIDENT

JERRY EYNON                  CLERK

CHRISTINE PRITCHARD          MEMBER

BONNIE SCHROADER              MEMBER

JENNIFER TANNER              MEMBER

DYSART UNIFIED
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| 354   | 21ST CENTURY COMM LEARNING CTR-Yr1  
| 356   | JROTC  
| 377   | SAFE SCHOOLS/HEALTHY STUDENTS (08/13)  
| 482   | STATE TUTORING - SPRING (12/13)  
| 493   | AZ K-12 CENTER MASTER TEACHER(EdServ)  
| 510   | FOOD SERVICE  
| 515   | CIVIC CENTER  
| 520   | COMMUNITY SCHOOL  
| 525   | AUXILIARY OPERATIONS  
| 530   | GIFTS AND DONATIONS  
| 570   | INDIRECT COSTS  
| 596   | WEST MEC  
| 850   | STUDENT ACTIVITIES  

**Total:** $4,960,381.20
DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $155,731.09 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.

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<td>$29.86</td>
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<tr>
<td>526</td>
<td>EXTRACURRICULAR ACTIV. TAX CREDIT</td>
<td>$254.95</td>
</tr>
<tr>
<td>530</td>
<td>GIFTS AND DONATIONS</td>
<td>$205.85</td>
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<tr>
<td>570</td>
<td>INDIRECT COSTS</td>
<td>$0.00</td>
</tr>
<tr>
<td>596</td>
<td>WEST MEC</td>
<td>$1,355.47</td>
</tr>
<tr>
<td>850</td>
<td>STUDENT ACTIVITIES</td>
<td>$155.77</td>
</tr>
</tbody>
</table>

Subtotal: $155,731.09
AGENDA ITEM: Recommendation to Approve the Appointment of Dean of Students

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

Cost: N/A  Funding Source: M&O

EXECUTIVE SUMMARY:

Administration is proud to present a recommendation for Dean of Students. Kristie Franco is being recommended for the assignment at Mountain View School for the 2013-2014 school year.

Ms. Franco received her Master’s degree in Educational Administration from Arizona State University West. She has two (2) years of experience as an instructional growth teacher and four (4) years of experience as a classroom teacher in the Dysart Unified School District. Ms. Franco also has eight (8) years of experience as a classroom teacher in the Peoria Unified and Cartwright school districts. Ms. Franco will receive a salary and benefits commensurate with the position, her education and experience. Her résumé is attached for Board review and consideration.

A comprehensive selection process was used to identify Ms. Franco for this position. The community and staff were presented with information about the selection process. The position was posted internally and externally for a sufficient length of time for candidates to apply. A paper screening was conducted, and a pool of qualified candidates was determined through an administrative team interview process. The administrative team included: associate superintendent Dr. Cyndi Miller, assistant superintendent Dr. Quinn Kellis, principal Dr. Shelley Isai, and director Jim Braden.

Those candidates who qualified for the pool then interviewed with a team consisting of building-level administrators and staff. The interview team representing Mountain View Elementary included: parent Caroline Oglesby, student Haley Provo, certified staff Jessica Darney and John Day, classified staff Amber Henley, assistant principal Stacie Brown, and principal Gail Miller. In addition, candidates completed a performance task that included data analysis and a written report. Consideration was also given to each candidate’s years of related leadership experience, teaching experience, professional training and education.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the appointment of Kristie Franco as Dean of Students.

SUBMITTED BY: 

SUPERINTENDENT:

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 15
Objective: To obtain an Administrative position in the Dysart Unified School District.

Experiences

**Instructional Growth Teacher, Riverview Elementary School, El Mirage, AZ**  
5/2011-present

- Professional Development Planning and Facilitating Leadership Team
- Data Analysis District Assessment Work
- Instructional Coach District Curriculum Work
- Observation/Conference of Teacher Instruction DIBELS Assessment Team
- Model Best Instructional Practices Certified Superintendent's Council Member
- Intervention Groups Middle School Leadership Cadre
- Practice AIMS Coordinator Assisting IGT at El Mirage
- Research/Resource Collection Dysart Professional Instructor Learning Summit Instructor

**Teacher, Sunset Hills Elementary School, Surprise, AZ**  

- AAC Member/Career Ladder Mentor Teacher
- Dysart Professional Learning Summit Instructor Grade Chair
- Designed and Presented PD at District Level DIBELS Assessment Team
- Chairperson of Character Counts Committee District Curriculum Work Math, Social Studies
- DIBELS Coordinator Diversity Cadre
- LEGO Club Creator and Chair PTO Liaison
- Cooperative Learning Trained Certified Superintendent's Council Member
- Bully Prevention Liaison Bobcat Learning League Instructor

**Teacher, Peoria Unified School District, Glendale, AZ**  
8/1999-6/2003

- Grade Level Leader Designed and Delivered PD Workshops
- A+ Recognition Committee Member Four Block Trained
- Career Ladder Prevention Liaison
- Student Teacher Mentor Middle School Basketball Coach
- High School Student Mentor Volunteer Committee
- Spalding Trained Family Science Committee

**Cartwright School District, Phoenix, AZ**  
Teacher  
1995-1999

**Education & Credentials**

- **M.Ed. Administration, 4.0, Magna Cum Laude**  
  - 1998-2002 Arizona State University West Glendale, AZ

- **B.A. Elementary Education, Cum Laude**  
  - 1993-1995 Arizona State University Tempe, AZ
  - 1990-1992 Purdue University West Lafayette, IN

- Arizona Department of Education Principal Certificate
- Arizona Department of Education Standard Elementary Education K-8
- Structured English Immersion Endorsement

**Honors and Awards**

- Phi Kappa Phi, National Honor Society
- Kappa Delta Pi, International Honor Society
- Golden Key National Honor Society
AGENDA ITEM: Recommendation to Approve 2012-2013 Revised Expenditure Budget

EXECUTIVE SUMMARY:

Arizona Revised Statutes (A.R.S.) §15-905 requires school districts make all revisions that would result in a decrease in budget limits; and that districts may make any of the described revisions that result in an increase in budget limits.

The District has completed the budget revision and verified all requirements are satisfied. Here is a summary of the major adjustments to the Maintenance & Operations and Capital sections.

A summary of the major increases to the 2012-2013 Maintenance & Operations (M&O) and Capital Budget are:

- Adjusted Student Growth Increase in M&O
  - $2.9 Million
- Adjusted Student Growth Increase in Unrestricted Capital
  - $800,000

Total Changes to M&O and Capital Budgets:
  - $3.7 Million

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the Revised Expenditure Budget for Fiscal Year 2012-2013.

SUBMITTED BY:  
SUPERINTENDENT:  
ACTION BY BOARD: Motion:  Second:  Vote:  AGENDA ITEM: 26
## REVENUES AND PROPERTY TAXATION

(This section is not applicable to budget revisions)

1. Total Budgeted Revenues for Fiscal Year 2012: $122,555,862

2. Estimated Revenues by Source for Fiscal Year 2013 (excluding property taxes):

<table>
<thead>
<tr>
<th>Source</th>
<th>Estimated Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local</td>
<td>$10,114,840</td>
</tr>
<tr>
<td>Intermediate</td>
<td>$7,559,400</td>
</tr>
<tr>
<td>State</td>
<td>$32,445,334</td>
</tr>
<tr>
<td>Federal</td>
<td>$12,978,236</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$112,933,612</strong></td>
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</table>

3. District Tax Rates for Current and Budget Fiscal Years (A.R.S. §15-903.0.4)

<table>
<thead>
<tr>
<th>Current FY 2012</th>
<th>Est. Budget FY 2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Tax Rate</td>
<td>3.4104</td>
</tr>
<tr>
<td>Secondary Tax Rates:</td>
<td></td>
</tr>
<tr>
<td>M&amp;O Override</td>
<td>1.4594</td>
</tr>
<tr>
<td>Special K-3 Program Override</td>
<td>0.000</td>
</tr>
<tr>
<td>Special Program Override</td>
<td>0.000</td>
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<tr>
<td>Capital Override</td>
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<tr>
<td>Class A Bonds</td>
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<tr>
<td>Class B Bonds</td>
<td>0.000</td>
</tr>
<tr>
<td>JTED</td>
<td>0.000</td>
</tr>
<tr>
<td><strong>Total Secondary Tax Rate</strong></td>
<td><strong>2.5820</strong></td>
</tr>
</tbody>
</table>

## A. TOTAL AGGREGATE SCHOOL DISTRICT BUDGET LIMIT (A.R.S. §15-605.H)

1. General Budget Limit (from Budget, page 7, line 10) $142,241,577
2. Unrestricted Capital Budget Limit (from Budget, page 8, line A.12) $2,109,861
3. Soft Capital Allocation Limit (from Budget, page 8, line B.12) $975,118
4. Subtotal (line A.1 + A.2 + A.3) $145,416,556
5. Federal Projects (from Budget page 6, line A, Federal Projects, line 16) $14,022,760
6. Title VIII Impact Aid (from Budget, page 6, Federal Projects, line 16) $7,513
7. Total Aggregate School District Budget Limit (line A.4 + A.5 + A.6) $159,931,803

## B. BUDGETED EXPENDITURES

1. Maintenance and Operation (from Budget page 1, line 30) $142,241,577
2. Unrestricted Capital Outlay (from Budget page 4, line 10) $2,109,861
3. Soft Capital Allocation (from Budget page 4, line 15) $975,118
4. Total Budget Subject to Budget Limits (line B.1 + B.2 + B.3) $140,854,041

(This line cannot exceed line A.4)
1. Student Count

<table>
<thead>
<tr>
<th>FY 2012</th>
<th>FY 2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Year</td>
<td>Budget Year</td>
</tr>
<tr>
<td>2011 ADM</td>
<td>2012 ADM</td>
</tr>
<tr>
<td>Resident</td>
<td>23,031.185</td>
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<tr>
<td>Attending</td>
<td>23,277.874</td>
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</table>

2. Tax Rates:

<table>
<thead>
<tr>
<th>FY</th>
<th>Resident</th>
<th>Secondary Rate*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current FY</td>
<td>3.4104</td>
<td>2.5820</td>
</tr>
<tr>
<td>Budget FY</td>
<td>4.6547</td>
<td>2.7317</td>
</tr>
</tbody>
</table>


| Maintenance & Operation | Classroom Site | Unrestricted Capital Outlay | Soft Capital Allocation |
|-------------------------|----------------|----------------------------|
| 142,241,577             | 6,725,773      | 2,199,851                  | 975,118                  |

### MAINTENANCE AND OPERATION EXPENDITURES

<table>
<thead>
<tr>
<th>Salaries and Benefits</th>
<th>Other</th>
<th>TOTAL</th>
<th>% Inc/Decr from Current/FY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current FY</td>
<td>Budget FY</td>
<td>Current FY</td>
<td>Budget FY</td>
</tr>
<tr>
<td>-----------------</td>
<td>---------</td>
<td>------------</td>
<td>------------</td>
</tr>
<tr>
<td>100 Regular Education</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1000 Classroom Instruction</td>
<td>59,206,365</td>
<td>60,848,939</td>
<td>1,888,443</td>
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<tr>
<td>2000 Support Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2100 Students</td>
<td>4,601,870</td>
<td>4,919,654</td>
<td>335,840</td>
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<tr>
<td>2200 Instructional Staff</td>
<td>2,286,422</td>
<td>2,173,988</td>
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<tr>
<td>2300, 2400, 2500 Administration</td>
<td>12,129,525</td>
<td>12,537,555</td>
<td>2,161,125</td>
</tr>
<tr>
<td>2600 Oper./Maint. of Plant</td>
<td>4,703,588</td>
<td>4,675,925</td>
<td>12,888,682</td>
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<tr>
<td>2900 Other</td>
<td>300,916</td>
<td>301,796</td>
<td>9,168</td>
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<td>3000 Oper. of Noninstructional Services</td>
<td>114,479</td>
<td>118,000</td>
<td>0</td>
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<tr>
<td>610 School-Sponsored Cocurric. Activities</td>
<td>1,378,716</td>
<td>1,478,515</td>
<td>141,600</td>
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<tr>
<td>620 School-Sponsored Athletics</td>
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<td>0</td>
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<tr>
<td>630, 700, 800, 900 Other Programs</td>
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<td>17,134,137</td>
<td>17,764,177</td>
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<tr>
<td>Regular Education Subsection Subtotal</td>
<td>13,672,221</td>
<td>13,207,875</td>
<td>2,898,514</td>
</tr>
<tr>
<td>1000 Classroom Instruction</td>
<td>13,672,221</td>
<td>13,207,875</td>
<td>2,898,514</td>
</tr>
<tr>
<td>2000 Support Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2100 Students</td>
<td>4,828,124</td>
<td>3,829,739</td>
<td>4,564,849</td>
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<td>2200 Instructional Staff</td>
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<td>566,896</td>
<td>15,552</td>
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<td>2300, 2400, 2500 Administration</td>
<td>43,937</td>
<td>41,430</td>
<td>2,081</td>
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<td>2600 Oper./Maint. of Plant</td>
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<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2900 Other</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3000 Operation of Noninstructional Services</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Special Education Subsection Subtotal</td>
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<td>2,898,514</td>
</tr>
<tr>
<td>1000 Classroom Instruction</td>
<td>13,672,221</td>
<td>13,207,875</td>
<td>2,898,514</td>
</tr>
<tr>
<td>2000 Support Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2100 Students</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2200 Instructional Staff</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2300, 2400, 2500 Administration</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2600 Oper./Maint. of Plant</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2900 Other</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3000 Operation of Noninstructional Services</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Special Education Subsection Subtotal</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>400 Pupil Transportation</td>
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<td>6,555,150</td>
<td>2,659,689</td>
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<tr>
<td>510 Desegregation</td>
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<td>0</td>
<td>0</td>
</tr>
<tr>
<td>520 Special K-3 Program Override</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>530 Dropout Prevention Programs</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>540 Joint Career and Technical Education and Vocational Education Center</td>
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<td>0</td>
<td>0</td>
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<tr>
<td>550 K-3 Reading Program</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>TOTAL EXPENDITURES</td>
<td>110,397,242</td>
<td>111,338,027</td>
<td>27,004,821</td>
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</table>
### TOTAL EXPENDITURES BY FUND

<table>
<thead>
<tr>
<th>FUND</th>
<th>Budgeted Expenditures</th>
<th>$ Increase (Decrease) from Current FY</th>
<th>% Increase (Decrease) from Current FY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Current FY</td>
<td>Budget FY</td>
<td></td>
</tr>
<tr>
<td>Maintenance &amp; Operation</td>
<td>138,302,063</td>
<td>142,241,577</td>
<td>3,939,514</td>
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<tr>
<td>Instructional Improvement</td>
<td>1,500,000</td>
<td>1,600,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Structured English Immersion</td>
<td>128,778</td>
<td>7,256</td>
<td>(121,518)</td>
</tr>
<tr>
<td>Compensatory Instruction</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Classroom Site</td>
<td>3,934,286</td>
<td>6,729,573</td>
<td>2,795,285</td>
</tr>
<tr>
<td>Federal Projects</td>
<td>9,203,404</td>
<td>14,522,760</td>
<td>5,319,356</td>
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<tr>
<td>State Projects</td>
<td>243,075</td>
<td>415,483</td>
<td>172,408</td>
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<td>Unrestricted Capital Outlay</td>
<td>692,344</td>
<td>2,199,561</td>
<td>1,507,217</td>
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<td>Soft Capital Allocation</td>
<td>988,773</td>
<td>975,118</td>
<td>(13,655)</td>
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<tr>
<td>Building Renewal</td>
<td>7,506</td>
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<tr>
<td>New School Facilities</td>
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<td>0</td>
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<tr>
<td>Adjacent Ways</td>
<td>2,000,000</td>
<td>0</td>
<td>(2,000,000)</td>
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<tr>
<td>Debt Service</td>
<td>14,607,125</td>
<td>14,501,376</td>
<td>(105,750)</td>
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<td>School Plant Funds</td>
<td>400,715</td>
<td>735,266</td>
<td>334,553</td>
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<tr>
<td>Auxiliary Operations</td>
<td>700,000</td>
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<tr>
<td>Bond Building</td>
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<td>0</td>
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<tr>
<td>Food Service</td>
<td>9,549,430</td>
<td>10,125,451</td>
<td>576,021</td>
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<tr>
<td>Other</td>
<td>27,284,447</td>
<td>28,810,085</td>
<td>1,525,638</td>
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</table>

### M&O FUND SPECIAL EDUCATION PROGRAMS BY TYPE

<table>
<thead>
<tr>
<th>PROGRAM (ARS § 15-761)</th>
<th>Current FY</th>
<th>Budget FY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Autism</td>
<td>1,442,205</td>
<td>1,161,023</td>
</tr>
<tr>
<td>Emotional Disability</td>
<td>3,517,185</td>
<td>3,475,944</td>
</tr>
<tr>
<td>Hearing Impairment</td>
<td>502,151</td>
<td>518,662</td>
</tr>
<tr>
<td>Other Health Impairments</td>
<td>199,193</td>
<td>145,569</td>
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<tr>
<td>Specific Learning Disability</td>
<td>199,753</td>
<td>236,562</td>
</tr>
<tr>
<td>Mild Moderate or Severe Intellectual Disability</td>
<td>4,656,990</td>
<td>4,913,638</td>
</tr>
<tr>
<td>Multiple Disabilities</td>
<td>912,783</td>
<td>900,833</td>
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<tr>
<td>Multiple Disabilities with S.S.I.</td>
<td>117,227</td>
<td>81,893</td>
</tr>
<tr>
<td>Orthopedic Impairment</td>
<td>205,204</td>
<td>172,887</td>
</tr>
<tr>
<td>Developmental Delay</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Preschool Severe Delay</td>
<td>3,376,706</td>
<td>3,457,745</td>
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<tr>
<td>Speech / Language Impairment</td>
<td>8,161,664</td>
<td>7,825,423</td>
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<tr>
<td>Traumatic Brain Injury</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Visual Impairment</td>
<td>253,429</td>
<td>254,781</td>
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<td>Subtotal</td>
<td>23,844,490</td>
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<tr>
<td>Gifted Education</td>
<td>762,341</td>
<td>886,000</td>
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<td>Remedial Education</td>
<td>0</td>
<td>0</td>
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<tr>
<td>ELL Incremental Costs</td>
<td>238,042</td>
<td>182,000</td>
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<tr>
<td>ELL Compensatory Instruction</td>
<td>0</td>
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<tr>
<td>Vocational and Technological Education</td>
<td>1,507,460</td>
<td>1,353,516</td>
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<tr>
<td>Career Education</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>26,352,333</td>
<td>26,305,516</td>
</tr>
</tbody>
</table>

### PROPOSED STAFFING SUMMARY

<table>
<thead>
<tr>
<th>Staff Type</th>
<th>No. of Employees</th>
<th>Staff-Pupil Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Certified</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Superintendent, Principals</td>
<td>66</td>
<td>1 to 362.9</td>
</tr>
<tr>
<td>Other Administrators</td>
<td>1244</td>
<td>1 to 19.3</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>1447</td>
<td>1 to 16.6</td>
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<tr>
<td><strong>Classified</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Managers, Supervisors, Directors</td>
<td>62</td>
<td>1 to 292.1</td>
</tr>
<tr>
<td>Teachers Aides</td>
<td>343</td>
<td>1 to 69.8</td>
</tr>
<tr>
<td>Other</td>
<td>596</td>
<td>1 to 40.3</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td>1020</td>
<td>1 to 23.5</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>2467</td>
<td>1 to 9.7</td>
</tr>
<tr>
<td><strong>Special Education</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Teacher</td>
<td>174.37</td>
<td>1 to 16.0</td>
</tr>
<tr>
<td>Staff</td>
<td>251.41</td>
<td>1 to 6.0</td>
</tr>
</tbody>
</table>
AGENDA ITEM: Revisions to the Gifted Education Scope and Sequence

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

Cost: N/A  
Funding Source: N/A

EXECUTIVE SUMMARY:
Administration will provide the Governing Board information on revisions to the Gifted Education Scope and Sequence.

BOARD ACTION REQUESTED:
It is recommended the Governing Board approve the revisions to the Gifted Education Scope and Sequence as presented.

SUBMITTED BY:  
SUPERINTENDENT:  
ACTION BY BOARD: Motion: Second: Vote:  
AGENDA ITEM: 27
Gifted Scope & Sequence
May 15, 2013

Gifted Committee 2012

- Reviewed program delivery
- Recommended changing self-contained program:
  - Parents preferred staying in home school reducing number in self-contained
  - Transportation cost—district pays with no state funding
  - Inequitable class sizes
  - No statistical difference in student achievement
- Recommended pilot 2012-13
  - Cluster grouping model grades K-8
  - Content enrichment grades 4-6

Pilot Evaluation: Research Design

Research Questions:
- To what extent did the Duke University and Northwestern University courses meet the objectives of the Gifted Program?
- What was the impact of participation on student achievement?
- To what extent were students and parents satisfied with their overall experience?
- What was the impact of the study on the professional practice of the gifted specialists?

Data Collection:
- Interviews with gifted specialists and district administrators
- Classroom observations (Grades 4-6, Math and ELA) at each of the four participating schools before and during the pilot study
- Observations of gifted specialist PLC meetings
- Student and parent online surveys
Pilot Evaluation: Findings

Meeting Gifted Program Objectives:
- Duke courses offer opportunities for differentiated instruction through a variety of course topics, instructional activities, and an online learning community for DUSD students.

Student Achievement:
- In total, 27 of 31 Duke students responded to the survey.
- Of those who responded, majority of students taking Duke courses agreed or strongly agreed that participating in their online enrichment program helped them succeed in their other classes.

Student and Parent Satisfaction:
- Of those who responded to the survey, vast majority (91%) of students taking Duke courses rated their overall experience as good or excellent.

Professional Practice of the Gifted Specialists:
- Opportunities for the gifted specialists to mentor students are directly built into the Duke courses.

Pilot Evaluation Recommendations:
- A mandatory block of time
- Designated space and computer access
- Continued collaboration between general education teachers and gifted specialists
- Frequent and consistent communication between administrators, gifted specialists, general education teachers, parents, and students
- Technological planning and implementation

Next Steps
- Board approval
  - updated scope & sequence for submission to ADE
  - Duke courses for enrichment
- Training
  - Spring gifted specialist workshops
  - Summer leadership academy
  - Teacher fall workshop (Dysart University video)
- Communication
  - Parent meetings - Back to School Nights
  - Website - video
- Implementation
  - Across all K-8 campuses fall 2013
- New Scope & Sequence committee
SCOPE AND SEQUENCE

GIFTED PROGRAM

Special Education and Gifted Department Exceptional Student Services
Dysart Unified School District
15802 N. Parkview Place
Surprise, AZ. 85374

Governing Board Approved
June 24, 2009
Governing Board Approved Revision
XX XX, 2013
GATE Scope and Sequence
2012 Committee Members

Dina Bruelles, Facilitator
Cyndi Miller, Associate Superintendent
Juliann McCarthy, Director
Melodie Brewer, Teacher
Jerry Kotnour, Community Member
Roberta Moore, Assistant Principal
Kathryn Schooler, Gifted Specialist
Hilary Brown, Parent
Leonnesia Herd, Parent
Tami Hartley, Parent
Sean McKeever, Parent
Lori Murphy, Teacher

GATE Scope and Sequence
2013 Review Team

Christine A. Lunn, Parent
Justina R. Reilly, Parent
Jennifer Schulte, Parent
Kristen Binazeski, Parent
Kathleen Anderson, Gifted Specialist
Kristen Edwards, Gifted Specialist
Vicky Rodriguez, Gifted Specialist
Alice Lee, Gifted Specialist
Josephine Russo-Prunier, Gifted Specialist
Joy McCain, Director
Cyndi Miller, Associate Superintendent
Scope and Sequence Criteria

<table>
<thead>
<tr>
<th>QUESTION:</th>
<th>What is your district’s definition of a gifted student and gifted education?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Gifted refers to a student who is of lawful school age, and who, due to superior intellect or advanced learning ability or both, needs special instruction, special ancillary services, or both, to achieve at levels commensurate with his/her intellect.</td>
</tr>
<tr>
<td></td>
<td>Students who score at or above the 97th percentile on national norms in any one of three areas-verbal, nonverbal, or quantitative reasoning on any test from the State Board-approved list are eligible for gifted services in DUSD. of tests.</td>
</tr>
<tr>
<td></td>
<td>An alternative process that incorporates a matrix is also utilized to determine eligibility. The matrix combines point values for cognitive ability scores and standardized achievement test scores to determine eligibility. It is most effective applicable when cognitive ability scores fall between the 90th and 96th percentile.</td>
</tr>
</tbody>
</table>
# Program Design

<table>
<thead>
<tr>
<th>QUESTION: Describe the philosophy and goals for your gifted program.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Statement of Purpose:</strong> Based on the unique needs and characteristics of students identified as gifted, the mission of the DUSD is to provide an array of services to meet the academic, social, and emotional needs of these students in our community.</td>
</tr>
<tr>
<td><strong>Mission:</strong> To deliver educational programs designed to assist gifted individuals to achieve their full potential in intellectual pursuits, community leadership, and creativity. This mission is achieved through the use of sound differentiated instructional strategies that include but are not limited to: complexity, depth, novelty, pacing, independent study, and acceleration. Professional expertise is fostered and exemplary resources are utilized to develop intellectual rigor, humane values, and creativity. The program recognizes and responds to the diverse gifts and talents in children and youth from all cultures, racial and ethnic backgrounds, and socioeconomic groups.</td>
</tr>
</tbody>
</table>
## Program Design

<table>
<thead>
<tr>
<th>QUESTION: How do you group and deliver services to your K-2 students?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Children in grades K and 1-2 are provided services that are identified in an Individual Gifted Learning Plan (IGLP). Children in grades 1-2 may continue to also receive services through cluster grouping. An ILP or they may attend a self-contained gifted classroom if they meet the eligibility requirements in all three areas (verbal, quantitative, nonverbal) on an appropriate state-approved test.</td>
</tr>
</tbody>
</table>

The Individual Gifted Learning Plan addresses the individual student's strengths, weaknesses and interest areas, and the differentiated process, products, content, and environment that will be utilized and developed for each student. Cluster grouping is utilized to enable gifted students the opportunity to work with other gifted students.

The self-contained program has its own curriculum guide that includes the process, product and content for second-grade.
### How do you group and deliver services to your 3-6 students?

Children in grades 3-6 are serviced through an Individual Gifted Learning Plan if they meet the qualifying score in one or two areas. Students who achieve the qualifying score in all three areas—(verbal, quantitative, nonverbal)—on an appropriate state-approved test are offered the option of attending a self-contained gifted classroom.

The Individual Gifted Learning Plan addresses the individual student’s strengths, weaknesses and interest areas, and the differentiated process, products, content, and environment that will be utilized and developed for each student. Cluster grouping is utilized to enable gifted students the opportunity to work with other gifted students.

The self-contained program has its own curriculum guide that includes the process, product and content for grades 3-6.

In grades 4-6 students participate in an enrichment program facilitated by the Gifted Specialists.

The Dysart Unified School District also offers signature academies like Cambridge and the Arts that meet the unique learning needs of all students.
## Program Design

<table>
<thead>
<tr>
<th>QUESTION</th>
<th>How do you group and deliver services to your 7-8 students?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Children in grades 7-8 are serviced through an Individual Gifted Learning Plan if they meet the qualifying score in one or two areas. Students who achieve the qualifying score in all three areas (verbal, quantitative, nonverbal) on an appropriate state approved test are offered the option of attending a self-contained gifted classroom.</td>
</tr>
<tr>
<td></td>
<td>The Individual Gifted Learning Plan addresses the individual student's strengths, weaknesses and interest areas, and the differentiated process, products, content, and environment that will be utilized and developed for each student. Cluster grouping is utilized to enable gifted students the opportunity to work with other gifted students.</td>
</tr>
<tr>
<td></td>
<td>The self-contained program has its own curriculum guide that includes the process, product and content for grades 7-8.</td>
</tr>
<tr>
<td></td>
<td>The Dysart Unified School District also offers signature academies like Cambridge and the Arts that meet the unique learning needs of all students.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>QUESTION</th>
<th>How do you group and deliver services to your 9-12 students?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Advanced Placement, Honors, Cambridge, Dual Enrollment and the International Baccalaureate Program are available to students in grades 9-12.</td>
</tr>
</tbody>
</table>
**Program Design**

<table>
<thead>
<tr>
<th>QUESTION: Describe how you integrate your program standards with the Arizona State Standards at each grade level.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Self-contained gifted curriculum guide is aligned with state standards at each grade level, assuring that the content of the standards is covered and providing for enriched content to meet the needs of gifted students. Individual Gifted Learning Plans include tiering and compacting to assure that state standards have been met and allowing for content, process and products to be adapted to the individual needs of the student.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>QUESTION: How do you involve parents in your program?</th>
<th></th>
</tr>
</thead>
</table>
| - GATE Brochure  
- News Releases  
- GATE link on district web site  
- Newsletter  
- Periodic meetings with the GATE community of parents  
- Parent representation on committees |  |
### Curriculum and Instruction

<table>
<thead>
<tr>
<th>QUESTION</th>
<th>How do you differentiate instruction (pace and pedagogy) to  K-2 students? Please list several sample activities</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Professional development provided to all teachers with a focus on differentiated instruction, including the use of flexible grouping</td>
</tr>
<tr>
<td></td>
<td>• Self-contained curriculum guide outlines the content, process and product for grade 2.</td>
</tr>
<tr>
<td></td>
<td>• Individual Gifted Learning Plans identify the differentiated process, product, content, and environment for each student. Teachers are provided assistance and resources needed to meet the needs of the student as identified on the IGLP. These are designed and implemented for each gifted student K-2</td>
</tr>
<tr>
<td></td>
<td>• Use of DRA/DIBELS assessment information to form appropriate instructional groups</td>
</tr>
<tr>
<td></td>
<td>• Gifted Specialists provide professional support to teachers</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>QUESTION</th>
<th>How do you differentiate instruction (pace and pedagogy) to 3-6 students? Please list several sample activities</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Professional development provided to all teachers with a focus on differentiated instruction, including the use of flexible grouping</td>
</tr>
<tr>
<td></td>
<td>• Self-contained curriculum guide outlines the content, process and product for grade 3-6.</td>
</tr>
<tr>
<td></td>
<td>• Individual Gifted Learning Plans identify the differentiated process, product, content, and environment for each student. Teachers are provided assistance and resources needed to meet the needs of the student as identified on the IGLP. These are designed and implemented for each gifted student 3-6</td>
</tr>
<tr>
<td></td>
<td>• Use of DRA/DIBELS and district benchmarks assessment information to form appropriate instructional groups</td>
</tr>
<tr>
<td></td>
<td>• Enrichment courses facilitated by the Gifted Specialists for students in grades 4-6</td>
</tr>
</tbody>
</table>
## Curriculum and Instruction

<table>
<thead>
<tr>
<th>QUESTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>How do you differentiate instruction (pace and pedagogy) to 7-8 students? Please list several samples activities to illustrate your description.</td>
</tr>
</tbody>
</table>

- Professional development provided to all teachers with a focus on differentiated instruction, including the use of flexible grouping
- Self-contained curriculum guide outlines the content, process and product for grade 7-8.
- Individual Gifted Learning Plans identify the differentiated process, product, content, and environment for each student. Teachers are provided assistance and resources needed to meet the needs of the student as identified on the IGPL. These are designed and implemented for each gifted student 7-8
- Use of district benchmarks assessments for 7-8 grade students, in order to identify instructional groupings
Curriculum and Instruction

<table>
<thead>
<tr>
<th>QUESTION</th>
<th>How do you differentiate instruction (pace and pedagogy) to 9-12 students? Please list several samples activities to illustrate your description.</th>
</tr>
</thead>
</table>
|          | • Professional development provided to all teachers with a focus on differentiated instruction, including the use of flexible grouping.  
• Honors, Advanced Placement, Cambridge, Dual Enrollment and International Baccalaureate Programs. Teachers assigned to teach these courses attend training specific to the implementation of expectations within them.  
• Each high school assigns a counselor to oversee the unique needs of 9-12 gifted students. Each student receives an Education and Career Action Plan (e-CAP) that incorporates the students' strengths and interests into an individual four year course guide. The e-CAP is reviewed and updated annually. The counselor meets regularly with the students to assure that the plan continues to meet the gifted student's unique needs. Counselors are provided training in the characteristics and needs of gifted students and advocating for their needs to teachers. Counselors work with gifted specialists/teachers to provide a smooth matriculation from 8th grade to high school for gifted students. The gifted student's Individual Gifted Learning Plan from K-8, is used as a base for building the first e-CAP. |
<table>
<thead>
<tr>
<th>QUESTION:</th>
<th>What curricular materials do you use for grades K-2? Be specific</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>DUSD K-2 curriculum</td>
</tr>
<tr>
<td></td>
<td>Houghton Mifflin Math and Reading, DUSD adopted text books for</td>
</tr>
<tr>
<td></td>
<td>science and social studies</td>
</tr>
<tr>
<td></td>
<td>DUSD Governing Board adopted supplemental instructional</td>
</tr>
<tr>
<td></td>
<td>materials: list attached</td>
</tr>
<tr>
<td>QUESTION:</td>
<td>What curricular materials do you use for grades 3-6? Be specific</td>
</tr>
<tr>
<td></td>
<td>Houghton Mifflin Math and Reading, DUSD adopted text books for</td>
</tr>
<tr>
<td></td>
<td>science and social studies</td>
</tr>
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<td></td>
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</tr>
<tr>
<td>QUESTION:</td>
<td>What curricular materials do you use for grades 7-8? Be specific</td>
</tr>
<tr>
<td></td>
<td>DUSD adopted text books</td>
</tr>
<tr>
<td></td>
<td>DUSD K-12 curriculum</td>
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<tr>
<td>QUESTION:</td>
<td>What curricular materials do you use for grades 9-12? Be specific</td>
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<td>DUSD Governing Board adopted supplemental instructional</td>
</tr>
<tr>
<td></td>
<td>materials: list attached</td>
</tr>
</tbody>
</table>
### Identification

<table>
<thead>
<tr>
<th>QUESTION</th>
<th>Describe how your referral process for identification involves parents and staff</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Referral form is available at each school site and on-line</td>
</tr>
<tr>
<td></td>
<td>• Transferring in parents are provided a form at time of registration that allows them to indicate whether their student had previous gifted services. Those forms are forwarded to the District Department of Special Education and Gifted Specialist assigned to the school where the documents are requested and reviewed upon receipt. Parents are notified in writing of the student’s eligibility and given referral for testing information if appropriate.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>QUESTION</th>
<th>Describe your process for the identification of K-12 students, including how your process addresses the variety of student environmental backgrounds</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Referrals for testing are accepted from parents, teachers, administrators and the students. All referred students are tested. Testing is conducted four three times each year. One testing date is set aside specifically for Kindergarten students. Testing dates are set in advance and published on the district web site and other district publications. Parents are notified as soon as possible, once the testing window has closed, of the results of the testing.</td>
</tr>
<tr>
<td></td>
<td>• Use of matrix that assigns points value to scores on cognitive measure and scores on standardized achievement tests</td>
</tr>
<tr>
<td></td>
<td>• Matrix also allows for discretionary points to be added when student is a member of an at-risk group</td>
</tr>
<tr>
<td></td>
<td>• Nonverbal tests are used for ELL students</td>
</tr>
</tbody>
</table>
### Identification

**QUESTION** Please list all the testing instruments and data points you use for gifted student identification and explain why you use those instruments.

- CogAt-normed for the population under examination, group administered, addresses all three areas of service: verbal, nonverbal, quantitative
- Universal Nonverbal Intelligence Test: culturally sensitive, completely nonverbal, individually administered
- State approved test list: compliance with the law, flexibility in accepting results from other locations
- Matrix: allows for consideration of additional factors for those students who nearly met the 97 percentile or who represent a special population

**QUESTION** How do you inform parents and staff of your referral and identification process?

- Web site
- Brochure
- Parent meetings
- Governing board presentations
- Newsletters: gifted and school
<table>
<thead>
<tr>
<th>QUESTION: Once eligibility is determined, how do you inform parents of the decision and then handle an appeal of that decision?</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Parents are notified of test results and eligibility through a formal letter</td>
</tr>
<tr>
<td>• A consent for placement form is included and signature required for all eligible students</td>
</tr>
<tr>
<td>• Parent appeals are handled on an individual basis beginning with the Asst. Director of Special Education and Gifted Exceptional Student Services</td>
</tr>
<tr>
<td>• Consultation with gifted teacher/specialist, principal, classroom teacher, and parent</td>
</tr>
</tbody>
</table>
### Social and Emotional Development

**QUESTION**

How do you provide for the unique affective needs of your gifted students K-6?

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>
|   | - Social Emotional Needs of the Gifted (SENG) conference for social workers  
- Training for school-counselors staff specifically addressing the needs of gifted  
- Social-emotional issues addressed through newsletter  
- Self-contained classrooms  
- Clustering  
- School Psychologists training and conference-attendance |


# Social and Emotional Development

<table>
<thead>
<tr>
<th>QUESTION:</th>
<th>How do you provide for the unique affective needs of your gifted students 7-8?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Social Emotional Needs of the Gifted (SENG) conference for social workers</td>
</tr>
<tr>
<td></td>
<td>• Training for school counselors staff specifically addressing the needs of gifted</td>
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<td></td>
<td>• Social-emotional issues addressed through newsletter</td>
</tr>
<tr>
<td></td>
<td>• Self-contained classrooms</td>
</tr>
<tr>
<td></td>
<td>• Clustering</td>
</tr>
<tr>
<td></td>
<td>• School Psychologists training and conference attendance</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>QUESTION:</th>
<th>How do you provide for the unique affective needs of your gifted students 9-12?</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>• Social Emotional Needs of the Gifted (SENG) conference for social workers</td>
</tr>
<tr>
<td></td>
<td>• Training for school counselors specifically addressing the needs of gifted</td>
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<td></td>
<td>• Social-emotional issues addressed through newsletter</td>
</tr>
<tr>
<td></td>
<td>• Self-contained</td>
</tr>
<tr>
<td></td>
<td>• Clustering</td>
</tr>
<tr>
<td></td>
<td>• School Psychologists training and conference attendance</td>
</tr>
<tr>
<td></td>
<td>• Honors, AP and IB programs</td>
</tr>
</tbody>
</table>
# Social and Emotional Development

<table>
<thead>
<tr>
<th>QUESTION</th>
<th>What specific orientation activities do you provide for parents and teachers regarding students affective needs?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Social-Emotional Needs of the Gifted (SENG) conference for social workers</td>
</tr>
<tr>
<td></td>
<td>• Training for school-counselors staff specifically addressing the needs of gifted</td>
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<td>• Self-contained</td>
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<td></td>
<td>• Clustering</td>
</tr>
<tr>
<td></td>
<td>• School Psychologists training and conference attendance</td>
</tr>
<tr>
<td>QUESTION</td>
<td>How do you monitor, identify and provide assistance to “at-risk” gifted students?</td>
</tr>
<tr>
<td>----------</td>
<td>--------------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>• Referral process established for all students for counseling and/or social worker services</td>
</tr>
<tr>
<td></td>
<td>• Implement 504 referral/assessment/accommodation plans as needed</td>
</tr>
<tr>
<td></td>
<td>• Counseling provided on an as-needed basis (individual, small group: focusing on social skills, conflict resolution, family issues)</td>
</tr>
<tr>
<td></td>
<td>• Partnerships with community organizations for intervention: Jewish Family Services for classroom prevention lessons and small groups at elementary and high school; Teen OutReach Pregnancy, City of Surprise Victim Advocacy, FAST program (elementary) with Southwest Behavioral Health, Maricopa County Mobile Crisis Team, referral sources for local mental health agencies and social services provided to parents, referrals to Child Help, Child Protective Services</td>
</tr>
<tr>
<td></td>
<td>• Credit recovery A+ program at the high school level</td>
</tr>
<tr>
<td></td>
<td>• Dual enrollment offered to high school students through local community colleges</td>
</tr>
<tr>
<td></td>
<td>• Competency testing offered at the high school level</td>
</tr>
<tr>
<td></td>
<td>• Next-Step Program</td>
</tr>
<tr>
<td></td>
<td>• Academic contracts</td>
</tr>
<tr>
<td></td>
<td>• Behavior contracts</td>
</tr>
<tr>
<td></td>
<td>• Functional Assessments</td>
</tr>
<tr>
<td></td>
<td>• Behavior Intervention Plans</td>
</tr>
<tr>
<td></td>
<td>• Interpretation of cognitive, aptitude, and achievement tests</td>
</tr>
<tr>
<td></td>
<td>• Threat Assessments</td>
</tr>
<tr>
<td></td>
<td>• Chronic Illness plans</td>
</tr>
<tr>
<td></td>
<td>• Advancement through Individual Determination (AVID)</td>
</tr>
<tr>
<td></td>
<td>• Homebound services</td>
</tr>
<tr>
<td></td>
<td>• Universal Prevention: K-8 classroom prevention lessons facilitated by counselors; Career exploration at 7th and 8th grade using AzCIS; Educational Career Action Plan (e-CAP) at the high school; Graduation checks; honors testing; college applications and letters of recommendation</td>
</tr>
</tbody>
</table>
**Professional Development**

<table>
<thead>
<tr>
<th>QUESTION:</th>
<th>How do you regularly provide opportunities for regular classroom teachers and gifted teachers to receive specialized training about working with gifted students?</th>
</tr>
</thead>
</table>
|           | - Inservice provided by gifted specialist  
- Teacher designed workshops provided to and by gifted self-contained teachers specialists  
- Fund attendance at state AAGT conference  
- Fund attendance at workshops with a gifted focus  
- Provide necessary instructional materials. Identification of needed resources is embedded in the IGLP process. Self-contained teachers identify needed resources through the Self-Contained Curriculum Guide |


<table>
<thead>
<tr>
<th>QUESTION: Please list the titles of the training you conducted last year those planned for the current year.</th>
</tr>
</thead>
<tbody>
<tr>
<td>• AAGT Conference (2006 and 2007, 2008)</td>
</tr>
<tr>
<td>• National Association for Gifted Children Conference-2006, 2008</td>
</tr>
<tr>
<td>• Social and Emotional Needs of Gifted Students Conference–SENNG)2006</td>
</tr>
<tr>
<td>• Counselor Training for the Gifted and Talented-2006</td>
</tr>
<tr>
<td>• AAGT-Southern Regional Conference-2006</td>
</tr>
<tr>
<td>• Book study</td>
</tr>
<tr>
<td>• Middle Level Learner Academy for both teachers and administrators</td>
</tr>
<tr>
<td>• Knowing the Learner</td>
</tr>
<tr>
<td>• Assessment for Learning</td>
</tr>
<tr>
<td>• Content/Process/Product</td>
</tr>
<tr>
<td>• Building Academic Vocabulary</td>
</tr>
<tr>
<td>• Summarizing and Note-Taking</td>
</tr>
<tr>
<td>• Identifying Similarities and Differences</td>
</tr>
<tr>
<td>• Non Linguistic Representations</td>
</tr>
<tr>
<td>• Individualized Learning Plans</td>
</tr>
<tr>
<td>• Instructional Strategies for Gifted Students</td>
</tr>
<tr>
<td>• Writing Strategies for Gifted Students</td>
</tr>
<tr>
<td>• Math Strategies for Gifted Students</td>
</tr>
<tr>
<td>• Reading Strategies for Gifted Students</td>
</tr>
<tr>
<td>• Portfolios</td>
</tr>
<tr>
<td>• Geometer Sketch Pad</td>
</tr>
<tr>
<td>• Learn to Use 3-D Modeling Software to Create Engaging Lessons</td>
</tr>
<tr>
<td>• Duke TIP Mentoring Classes</td>
</tr>
</tbody>
</table>
## Professional Development

<table>
<thead>
<tr>
<th>QUESTION</th>
<th>Have your training events targeted the needs of administrators, counselors, psychologist and support staff?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Administrators and psychologists funded to attend the AAGT conference.</td>
</tr>
<tr>
<td></td>
<td>• Counselors funded to attend Counselor Training for the Gifted and Talented.</td>
</tr>
<tr>
<td></td>
<td>• Social workers funded to attend Social-Emotional Needs of the Gifted (SENG) conference.</td>
</tr>
<tr>
<td></td>
<td>• Professional Development specifically geared to counselors:</td>
</tr>
<tr>
<td></td>
<td>How to Communicate with Difficult People</td>
</tr>
<tr>
<td></td>
<td>Bully-Free Classroom</td>
</tr>
<tr>
<td></td>
<td>• In-service provided to building administrators and instructional coaches on the cluster model.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>QUESTION</th>
<th>Describe the feedback received from post training evaluations. What did the participants say about the effectiveness?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Teachers reported that the IGLP training was helpful. They specifically commented on using an example of an IGLP from which to learn</td>
</tr>
<tr>
<td></td>
<td>• On a rating scale of 1-5, with five being excellent, the average rating was a 4 regarding Instructional Strategies for Gifted Students. Similarly high ratings were received from the Identifying Similarities and Differences training</td>
</tr>
<tr>
<td></td>
<td>• Teachers commented that they liked working with Inspiration and KidSpiration</td>
</tr>
<tr>
<td></td>
<td>• Teachers found the use of their time purposeful and the information useful</td>
</tr>
<tr>
<td>QUESTION</td>
<td>How do you make your program philosophy, goals and recruitment procedures available to all parents?</td>
</tr>
<tr>
<td>----------</td>
<td>-------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>- Web site (<a href="http://www.dysart.org">www.dysart.org</a>)</td>
</tr>
<tr>
<td></td>
<td>- Brochure</td>
</tr>
<tr>
<td></td>
<td>- Newsletters</td>
</tr>
<tr>
<td></td>
<td>- Parent meetings</td>
</tr>
<tr>
<td></td>
<td>- Governing board presentations</td>
</tr>
<tr>
<td></td>
<td>- Parent/teacher conferences</td>
</tr>
<tr>
<td></td>
<td>- News releases</td>
</tr>
<tr>
<td></td>
<td>- Parental participation in the development of the IGLP</td>
</tr>
</tbody>
</table>
## Professional Development

<table>
<thead>
<tr>
<th>QUESTION</th>
<th>How do you provide access to your scope and sequence for all parents?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Parents will be provided access through our internet links.</td>
</tr>
<tr>
<td></td>
<td><a href="http://www.dyart.org">www.dyart.org</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>QUESTION</th>
<th>Describe how you incorporate parents into a support or advisory group.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Periodic meetings with gifted parents</td>
</tr>
<tr>
<td></td>
<td>• Notification of parental input sent through news releases, posted on web site</td>
</tr>
<tr>
<td></td>
<td>• DUSD support of the development of a parent support group</td>
</tr>
<tr>
<td></td>
<td>• Parental participation on committees</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>QUESTION</th>
<th>How do you involve parents and the gifted community in the evaluation of your program?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Governing Board presentations</td>
</tr>
<tr>
<td></td>
<td>• Site Councils</td>
</tr>
<tr>
<td></td>
<td>• Parent Surveys have been developed as part of a comprehensive program evaluation process. Parents survey will first be has been utilized in since the Spring 2009</td>
</tr>
<tr>
<td></td>
<td>• Teacher Surveys have been developed as part of a comprehensive program evaluation process. Teacher survey will first be has been utilized in since the Spring 2009</td>
</tr>
</tbody>
</table>
### Program Assessment

**QUESTION**  
What data sources do you use to assess your program's effectiveness?

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Disaggregate AIMS and Terra Nova assessment data for individual gifted students and as a group</td>
<td>• Progress data mined from the results of DRA and DIBELS assessment data.</td>
</tr>
<tr>
<td>• Compare outcomes of gifted students between self-contained and ILP and compare to non-identified population</td>
<td>• Use and review of benchmark assessments</td>
</tr>
<tr>
<td>• Scores on college entrance examinations such as the Scholastic Aptitude Test (SAT) or American College Testing Program (ACT)</td>
<td>• Participation in academic competitions</td>
</tr>
<tr>
<td>• Enrollment in Advanced Placement and International Baccalaureate programs</td>
<td>• Scholarship awards</td>
</tr>
</tbody>
</table>

**QUESTION**  
How do you use informal measures like surveys, open forums and teacher interviews to gather data?

Program Assessment is an ongoing process. Gifted specialists work with classroom teachers to develop portfolios strategies for each IGLP student. Surveys of parents and teachers provide input into the strengths of the program and needed improvement areas. Gifted Specialists meet regularly to align services throughout the district. Parents and teachers are partners in the development of the IGLP.
Program Assessment

<table>
<thead>
<tr>
<th>QUESTION</th>
<th>What are your key indicators that your program is positively affecting students?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Informal parental input</td>
</tr>
<tr>
<td></td>
<td>• Principals review grades</td>
</tr>
<tr>
<td></td>
<td>• Retention of gifted students</td>
</tr>
<tr>
<td></td>
<td>• Enrollment in AP and IB classes</td>
</tr>
<tr>
<td></td>
<td>• Scholarships</td>
</tr>
<tr>
<td></td>
<td>• Merit scholarships</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>QUESTION</th>
<th>Describe performance standards you have for all gifted students.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Gifted students will exceed the standard in their area of qualification</td>
</tr>
<tr>
<td></td>
<td>• Students IGLPs will be fully implemented and portfolios will reflect student progress</td>
</tr>
<tr>
<td></td>
<td>• Gifted students will demonstrate leadership qualities within their school communities demonstrated through involvement in student government, clubs, mentoring, and social service organizations</td>
</tr>
<tr>
<td></td>
<td>• Gifted students will participate in various academic competitions throughout the district, community and state</td>
</tr>
<tr>
<td></td>
<td>• Gifted students will receive numerous academic awards and scholarships</td>
</tr>
</tbody>
</table>
Individual Learning Plan (IGLP) services specify special accommodations and differentiated instruction within the students' regular classroom based on the student's strengths, interests, and needs. Clustering of these students within the grade level regular education classrooms is the preferred method of service delivery.

Self-contained classrooms are provided at grade levels 2-8. A separate curriculum guide has been developed for this program which addresses the differentiated approach to instruction utilized in these classrooms.

<table>
<thead>
<tr>
<th>QUESTION</th>
<th>88% of supplemental allocation is spent on direct services to students including materials and testing supplies. 12% is spent on professional development.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>QUESTION</th>
<th>Describe the structure of your gifted education staffing including the ratio of teaching staff to the number of identified gifted students.</th>
</tr>
</thead>
</table>
| Self-Contained: 1:16  
Individual Learning Plan: 1:24  
IGLP Services specify special accommodations and differentiated instruction within the students' regular classroom based on the student’s strengths, interests, and needs. Clustering of these students within the grade level regular education classrooms is the preferred method of service delivery. | Self-contained classrooms are provided at grade levels 2-8. A separate curriculum guide has been developed for this program which addresses the differentiated approach to instruction utilized in these classrooms. |
<table>
<thead>
<tr>
<th>QUESTION</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>To what extent does the district support the funding of our gifted program? Please elaborate; be specific as to staff and financial resources</td>
<td></td>
</tr>
<tr>
<td>• District fully funds self-contained classrooms, equitably-equipped</td>
<td></td>
</tr>
<tr>
<td>• District fully funds the salaries for self-contained classroom teachers and gifted specialists</td>
<td></td>
</tr>
<tr>
<td>• District fully funds the administrative position in charge of GATE</td>
<td></td>
</tr>
<tr>
<td>• The district provides the funding for all in-district professional development</td>
<td></td>
</tr>
</tbody>
</table>
AGENDA ITEM: Approval of the Minutes for the May 1, 2013 Governing Board Meeting

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

Cost: N/A  Funding Source: N/A

EXECUTIVE SUMMARY:

It is recommended the Governing Board approve the minutes of the May 1, 2013 Governing Board meeting.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the minutes of the May 1, 2013 Governing Board meeting.

SUBMITTED BY:  SUPERINTENDENT:  

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

Page 1 of 1
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, Ms. Jennifer Tanner, Mr. Jerry Eynon and Mrs. Bonnie Schroader.

2. Ms. Traci Sawyer-Sinkbeil 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
     • The Dysart Education Foundation was recognized for their $10,000 grant award to support Rachel’s Challenge.
     • The City of Surprise Sundancers were recognized for their $1,571 donation made to support Rachel’s Challenge in the district.
     • The Board recognized the hosts of the New Century Learner Showcase; Dysart Elementary, El Mirage, Riverview and the Early Childhood Center
     • The Board recognized the Rancho Gabriela Show Choir and thanked them for performing during the retiree reception.
     • Retirees were recognized for their service to the district.
     • The District Poetry Winners were recognized.
   • Superintendent Update – The district has had a series of committee meetings to engage stakeholders from across our district and communities in collaborative processes that produced very valuable recommendations to help in our planning including strategic planning. We will include an information item in a future agenda to provide more detailed information on the work of these critical committees that include Career and College Ready Advisory, Safety and Capital Planning.
   • Governing Board Update – Board members thanked the Dysart Education Foundation and the City of Surprise Sundancers for their donations in support of the District Rachel’s Challenge Initiative. They also thanked retirees for their service and contributions to District students.
     • Traci Sawyer-Sinkbeil attended the Dysart Education Foundation Parent Organization Awards Dinner on April 18th as well as the April 22nd EdLeader21 presentation at the Career and College Advisory Committee meeting.
     • Christine Pritchard attended the Mock Crash Event at Dysart High School.
     • Jennifer Tanner attended the Mock Crash Events at Shadow Ridge High School and Dysart High School.
Bonnie Schroader had the opportunity to accompany 2nd graders to the Pioneer Village where they learned about pioneer life as well as what it was like to attend school in a one-room school house.

5. Audience with Individuals or Groups - NONE

ACTION/CONSENT

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

1. Approval for Arizona State University to Conduct Research with the District's Early Childhood Special Education Classrooms
   Approved UNANIMOUS

2. Recommendation for Approval to Award Contract No. 14-502-002 Art Supplies and Equipment for the 2013-2014 Fiscal Year
   Approved as presented UNANIMOUS

3. Recommendation for Approval to Award Contract No. 14-602-003 Athletic P.E. Uniforms and Miscellaneous Apparel for the 2013-2014 Fiscal Year
   Approved as presented.

4. Recommendation for Approval to Award Contract No. 14-3801-004 Musical Instruments Supplies and Equipment for the 2013-2014 School Year
   Approved as presented.

5. Recommendation for Approval to Award Contract No. 14-4902-006 Science Supplies and Equipment for the 2013-2014 Fiscal Year
   Approved as presented.

6. Recommendation to Approve Personnel Action Items for the Period of April 17, 2013 Through May 1, 2013
   Approved. Appendix A

7. Recommendation to Terminate Employment – Classified Staff – 2012-2013 School Year
   Approved the termination of Robert Bongiovanni effective May 1, 2013

8. Recommendation to Terminate Employment – Classified Staff – 2012-2013 School Year
   Approved the termination of Caprice Spearman effective May 1, 2013.

9. Approval of the Minutes for the April 17, 2013 Governing Board Meeting
   Approved UNANIMOUS
   Approved

11. Out of State Travel for the Superintendent to Attend the AASA 2013 Legislative Advocacy Conference in Arlington, VA, July 9 – 11, 2013
   Approved

12. Overnight Travel for One Shadow Ridge High School Athletic Trainer to Attend the AZ Athletic Trainers Association 2013 Annual Summer Clinical Symposium in Flagstaff, AZ, July 13-14, 2013
   Approved

13. Out of State Travel for One Shadow Ridge High School Architecture Program Teacher to Develop a Partnership for the Rensselaer Medal Scholarship for the Architecture Program Students with the Rensselaer Polytechnic Institute of Troy, NY, May 8-10, 2013
   Approved

   Approved

15. Overnight Travel for Thirteen Shadow Ridge High School Drama Club Members and Two Advisors to Attend the Arizona State Thespian Leadership Camp in Heber, AZ, July 9-12, 2013
   Approved

   Approved

17. Out of State Travel for Five Willow Canyon High School Health Occupations Students of America (HOSA) Students, Two Advisors to Attend and Participate in the 2013 HOSA National Leadership Conference in Nashville, TN, June 25-30, 2013
   Approved

18. Acceptance of Donations, Gifts and Grants
   Accepted

19. Approval/Ratification of Payroll Vouchers 7518, 44, 7520 and 46 in the Amount of $4,881,435.49
   Approved/Ratified
20. Approval of Expense Vouchers 1046, 1047 and 1048 in the Amount of $3,458,682.10
   Approved

   **ACTION/DISCUSSION**

21. Recommendation to Approve the Appointment of an Interim Executive Director of Business Services for the 2013-2014 School Year
   A motion by Sawyer-Sinkbeil/Schroader was entered to approve the appointment of Jeff Gadd as Interim Executive Director of Business Services for the 2013-2014 school year.
   **UNANIMOUS**

22. Recommendation to Approve the Appointment of K-8 Assistant Principal
   A motion by Eynon/Schroader was entered to approve the appointment of Castonia McKnight as K-8 Assistant Principal. Assignment: Parkview Elementary
   **UNANIMOUS**

23. Recommendation to Approve the Appointment of K-8 Assistant Principal
   A motion by Tanner/Schroader was entered to approve the appointment of Sherri Hedges as K-8 Assistant Principal. Assignment: Ashton Ranch
   **UNANIMOUS**

24. Recommendation to Approve the Appointment of K-8 Assistant Principal
   A motion by Pritchard/Tanner as entered to approve the appointment of Alicia Ormsbee as K-8 Assistant Principal. Assignment: Cimarron Springs
   **UNANIMOUS**

25. Recommendation to Approve the Appointment of K-8 Assistant Principal
   A motion by Schroader/Sawyer-Sinkbeil was entered to approve the appointment of Melissa Garland as K-8 Assistant Principal. Assignment: Kingswood
   **UNANIMOUS**

26. Recommendation to Approve the Appointment of K-8 Assistant Principal
   A motion by Schroader/Tanner was entered to approve the appointment of Andrew Griese as K-8 Assistant Principal. Assignment: Thompson Ranch
   **UNANIMOUS**

27. Recommendation to Appoint Trustees to the Employee Benefits Trust Board
   A motion by Sawyer-Sinkbeil/Eynon was entered to reappoint Edward Christy and Matthew Kinney as trustees to the Employee Benefits Trust Board as presented.
   **UNANIMOUS**

28. Recommendation for the Reemployment of Classified Staff and Issuance of Notices of Employment for the 2013-2014 School Year
   A motion by Pritchard/Tanner was entered to approve the issuance of Notices of Employment to classified staff in their current positions at the 2013-2014 salary level with benefits commensurate with the position.
   **UNANIMOUS**

29. Recommendation for Approval of Substitute Employee Notification of Reasonable Assurance Language for the 2013-2014 School Year
   A motion by Sawyer-Sinkbeil/Schroader was entered to approve the substitute employee Notification of Reasonable Assurance language for the 2013-2014 school year.
   **UNANIMOUS**
30. Recommendation for Authorization to Issue Notification of Reasonable Assurance to Substitute Employees for the 2013-2014 School Year
A motion by Schroader/Eynon was entered to approve the issuance of notifications of reasonable assurance to eligible substitute employees as listed for the 2013-2014 school year. **UNANIMOUS**

31. Recommendation for Revision of Governing Board Policy Section 10.12 – Open Enrollment – Second Reading
A motion by Schroader/Sawyer-Sinkbeil was entered to approve revision of Governing Board Policy Section 10.12 – Open Enrollment. Second Reading **UNANIMOUS**

32. Recommendation to Rescind Governing Board Recognition of Parent Support Organizations for the Remainder of the 2012-2013 School Year
A motion by Schroader/Pritchard was entered to rescind recognition of the listed Parent Support Organizations for the remainder of the 2012-2013 school year; (Willow Canyon High School Boys Soccer Booster, Willow Canyon High School Swim & Dive Booster, and Willow Canyon High School Baseball Booster). **UNANIMOUS**

**INFORMATION**

33. Governing Board Development Opportunities and Related Travel
Dr. Pletnick provided the Board with a brief summary of current Board Policy and guidelines for travel. Policy Section 2.23 and Board action taken at its September 5 and December 5, 2012 meetings guide travel decisions by establishing a total travel budget of $10,000 ($2,000 per individual) and specifies the where and what in terms of identifying ASBA and NSBA conferences as approved opportunities. Board members wishing to attend conferences other than these or members who have exceeded their $2,000 travel budget must request Board approval. Pursuant to Board policy, members requesting approval to attend other conferences or workshops and/or when the individual travel budget is exceeded would be considered based on the merit of that request.

Traci Sawyer-Sinkbeil advocated for and encouraged Board members to attend as many conferences and workshops as possible to build relationships and connections for the District. Board members should encourage one another rather than reprimand when travel requests are submitted.

Jennifer Tanner and Bonnie Schroader expressed concern that a possible conflict of interest exists when members employed by other school districts attend workshops and conferences when registration and travel expenses are paid by Dysart.

Dr. Pletnick shared that policy language for comparison districts such as Deer Valley, Peoria, Scottsdale, and Chandler are almost identical as this language is an ASBA model. That model encourages Board Members to attend training and workshops and if monies are limited to use guidelines to limit travel. There are no limits or guidelines on who, when, where or what.

Dr. Pletnick suggested a change could be made to Policy to eliminate misunderstandings. Mr. Eynon suggested the Board may need to discuss the issue during a workshop.
34. Discussion on Scheduling Summer Workshops

The Governing Board collaborated with Dr. Pletnick in suggesting topics and dates for summer workshops as follows:

Wednesday, June 5, 2013 – 4:00-6:00 PM
- Timeline for 13-14 Board agendas and items to be included
- Discussion regarding the use of Regional CIP Workshops
- Feedback on the District Website Redesign

Wednesday, June 19, 2013 – 4:00-6:00 PM
- Strategic Plan Goal D, Objective 17 – Board Self-Evaluation and monitoring
- Board Member Development Opportunities (Board Travel)
- 2013 Survey Results
- Goal Setting with the Superintendent

July 17, 2013 – Tentative based on progress of June workshops.

REQUESTS FOR FUTURE AGENDA ITEMS - NONE

ADJOURNMENT

On a motion entered by Sawyer-Sinkbeil/Tanner and by a unanimous vote, the meeting ended at 7:49 p.m.

Signed: 
Date: May 15, 2012
AGENDA ITEM: Out of State Board Travel to Attend the 2013 Rachel’s Challenge Educational Summit in Dallas, TX, June 27-29, 2013

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

Cost: $1,300.00 each  Funding Source: M & O

EXECUTIVE SUMMARY:

WHO: Governing Board Member(s)

WHAT: Rachel’s Challenge Educational Summit

WHERE: Dallas, TX

WHEN: June 27-29, 2013

WHY: Dr. Gail Pletnick was selected as a 2013 Rachel’s Challenge Hero and will be honored at the 2013 Rachel’s Challenge Educational Summit. Dr. Pletnick cannot attend due to a scheduling conflict. Board members will represent Dysart and accept the award as well as attend the conference sessions.

COST: The approximate cost of $1,300.00 includes airfare, lodging and meals for one member. No charge registration, compliments of Rachel’s Challenge, is available for up to two (2) Board Members.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the out of state travel of Governing Board Member(s) to attend the 2013 Rachel’s Challenge Educational Summit in Dallas, TX, June 27-29, 2013.
AGENDA ITEM: Discussion and Possible Action Regarding Proposed Political Agenda Items to be Submitted to the Arizona School Boards Association Legislative Committee and Selection of a Delegate and Alternate to Represent the Governing Board at the ASBA Delegate Assembly

Action/Consent  Action/Discussion  X  Information  Supporting Data  X

Cost: N/A  Funding Source: N/A

EXECUTIVE SUMMARY:

The Board has an opportunity to craft and submit issues for consideration by the ASBA Legislative Committee for inclusion in the ASBA 2014 Political Agenda. Issues will be considered in three (3) areas: 1) Long-Term Issues which need to be addressed over 5-10 years; 2) Short-Term Issues to be accomplished over 3-5 years and; 3) 2014 Session-Specific Issues for bill introduction in 2014. The deadline to submit items to the ASBA is May 24, 2013.

In addition, the Board will take action to select a delegate and alternate to represent the Board at the ASBA Delegate Assembly on Saturday, September 7, 2013.

BOARD ACTION REQUESTED:

It is recommended the Governing Board:

Approve submission of proposed issues for consideration by the ASBA Legislative Committee to be included as part of the ASBA 2014 Political Agenda as follows:

1. ___________________________  2. ___________________________  3. ___________________________

and

Approve the selection of ___________________________ as the delegate and ___________________________ as the alternate to attend the ASBA Delegate Assembly on Saturday, September 7, 2013.

SUBMITTED BY:  SUPERINTENDENT:

ACTION BY BOARD:  Motion:   Second:   Vote:   AGENDA ITEM:  28
ISSUES FOR LEGISLATIVE COMMITTEE CONSIDERATION – 2014 POLITICAL AGENDA

The Governing Board of ________________________________ School District presents the following issue(s) to the ASBA Legislative Committee as adopted by the Governing Board on ________________________________

Long-Term Issues – These should be core beliefs and/or issues that need to be addressed over 5-10 years (example: Uphold local control or completely revise the school finance formula)

1. 
2. 
3. 

Short-Term Issues – These should be issues that can be accomplished over 3-5 years. (example: Phase-in voluntary, statewide full-day kindergarten over 3-5 years)

1. 
2. 
3. 

2014 Session-Specific Issues – These should be specific items for bill introduction in 2014. (example: Change “override” to “local support”)

1. 
2. 
3. 

PLEASE RETURN BY: MAY 24, 2013

ASBA FAX #: 602.254.1177 OR EMAIL: esanchez@azsba.org
To complete and submit this form online, go to: http://goo.gl/ZyrBx

www.azsba.org

Quality leadership and advocacy for children in public schools
MEMORANDUM

TO: GOVERNING BOARD MEMBERS AND SUPERINTENDENTS

FROM: ANNE GREENBERG, Legislative Committee Chair

DATE: April 10, 2013

SUBJECT: CHANGES TO THE DELEGATE ASSEMBLY/POLITICAL AGENDA PROCESS AND SUBMISSION OF PROPOSED ISSUES FOR FY 2014

ASBA has been embarking on a number of changes to more effectively represent you. Part of that change begins this year with a streamlined Delegate Assembly process and more focused Political Agenda.

First, I want to share with you the new timeframe for issue submission and the Delegate Assembly. The Governmental Relations Team also will hold a webinar to discuss the process and answer any questions. The timeline is as follows:

- **Friday, April 26th** at 9 a.m. – Webinar on New Process – Register at www.azsba.org
- **Friday, May 24th** – Proposed Items Due
- **Friday, June 7th** – Legislative Committee meets
- **Week of June 17th** – Legislative Committee Recommendations sent to all governing board members and superintendents
- **Saturday, September 7th** – Delegate Assembly (will be in the morning and follow the Law Conference; location: Camelback Inn, Phoenix)
- **Friday, November 8th** – ASBA/AASBO/ASA Legislative Workshop (location: TBD)

Second, your input to the Legislative Committee is critical. In transforming our Political Agenda, we will now ask for issue submissions that fall into three categories – long-term, short-term, and 2014 Session-specific legislation. Once submitted, these proposals will be compiled by staff and provided to the ASBA Legislative Committee for consideration. The Committee will then create a draft document that will be circulated to all governing boards and superintendents. This will be the basis for discussion at the official Delegate Assembly on Saturday, September 7.

Please find attached a sample form that will allow you to submit issues of importance in three categories – long-term, short-term, and 2014 Session-specific. You are not limited in the number of submissions you propose and they may be in any or all of the categories.

As a reminder, you should schedule any proposed submissions on an upcoming Board agenda for discussion, as any items submitted must reflect the collective will of your Board. These proposals are due by the close of business on May 24, 2013.
As you are aware, the 2013 Delegate Assembly will determine the positions of the Arizona School Boards Association for any future Special Sessions of the current legislature and for the Second Regular Session of the Fifty-first Legislature. Your board not only has the opportunity to help craft ASBA’s advocacy stances with the submission of your proposals, but also by registering your district’s delegate to the Delegate Assembly, a critical policy-determining meeting where your district’s views can be presented and discussed. The Delegate Assembly will be held on Saturday, September 7, at The Camelback Inn.

Please continue to monitor the Daily In-Session Updates either through the EDLEGNET list serve or on ASBA’s website www.azsba.org to receive the most current information.

Thank you for your active participation in ASBA. If you have any questions, please call Janice Palmer, Director of Governmental Relations and Public Affairs, at 602-254-1100 or email jpalmer@azsba.org; she will be happy to help you. **Once again, all proposals are due by May 24, 2013.**
AGENDA ITEM: Connect2Compete – Initiative to Promote Broadband Adoption and Digital Literacy in Disadvantaged Communities

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

Cost: N/A Funding Source: N/A

EXECUTIVE SUMMARY:

The Federal Communications Commission (FCC) established Connect2Compete (C2C), a nonprofit organization focused on promoting broadband adoption and digital literacy in disadvantaged communities throughout the U.S. This nonprofit organization has over 80 partners, including Cox Communication.

Ms. Ann Newman with Cox Communications will present information regarding Cox’s partnership with Connect2Compete.

BOARD ACTION REQUESTED:

It is recommended the Governing Board accept the information provided.
The Predicament

Americans are failing behind for homeland security as well. The 1994 law increased the national security threat, but only 47% have a digital identification. The solution is to adopt new technology.

The Response

connect2 COMPete

Our platform offers a national platform for digital opportunity.
National not-for-profit initiative, working to bring
digital opportunity to unconnected Americans through
free and low-cost Internet and computer offers and
free digital training.

- Cox Communications was the first cable company to
work with Connect2Compete and the FCC to conduct a
pilot test of the program in 2012.
- As proven through our trials, the engagement and
commitment from schools and district are critical for
success.

Cox High Speed Internet Offer

- Broadband by Cox

  ✓ $9.95 Starter CHSI for 2 years
  ✓ Free cable modem rental
  ✓ Free professional or self install
  ✓ No deposit and no contract

- Other C2C Partner Offers

  ✓ Refurbished Computer (GoodPC)
  ✓ Digital Literacy Training (Varies by community)

Who Qualifies?

- Families with at least 1 child receiving free lunch in the
  National Free School lunch Program

- Other broadband qualification

  ✓ Live in a Cox service area
  ✓ Have not subscribed to Cox Internet in the preceding 3 months
  ✓ Do not have any outstanding past-due payments to Cox
Timeline

- National Launch – April 23
- Review Principal's Toolkit
- Communicate to families
- Facilitated Enrollment events
- Back-to-School Promotions

Principal's Toolkit

http://www.connect2compete.org/pso/kit-materials.php

Materials for School Marketing/Outreach Efforts.

- National Launch
- Principal's Toolkit
- Communicate to families
- Facilitated Enrollment events
- Back-to-School Promotions

See if you're eligible!
Visit www.Connect2Compete.org/Cox
Or call toll-free 1-855-222-3252
AGENDA ITEM: Reports on Advisory Committees: Career & College Readiness, Safety and Capital Plan

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

Cost: N/A  _______  Funding Source: N/A  _______

EXECUTIVE SUMMARY:

Administration will provide the Governing Board with information regarding input and recommendations received from stakeholders during meetings with advisory committees for Career & College Readiness, Safety and Capital Plan.

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:  31
CAREER AND COLLEGE READY ADVISORY COMMITTEE REPORT

An overview of the recommendations for ensuring Dysart students will graduate career and college ready and equipped with the new century skills necessary to be successful.
CAREER AND COLLEGE READY ADVISORY TEAM OVERVIEW

The Dysart Unified School District Governing Board established a strategic plan focused on raising the relevance and rigor of education in the Dysart District. Insuring students are equipped with the skills necessary to meet the challenges and opportunities in a 21st century global society are at the heart of the plan. The goal is to graduate all students ready for college, career and a productive life in this new century. Dysart is dedicated to going beyond providing preschool through grade 12 students with just the educational basics. To accomplish the strategic plan goals the district must work collaboratively with all stakeholders and actively involve parents and community members as partners. To help accomplish this task a College and Career Readiness Advisory Committee was established in April, 2013.

The committee process was designed to generate a profile of the Dysart graduate who is fully prepared for college or a career when they leave the system. The Career and College Ready (CCR) Advisory Committee was composed of business and community leaders, government leaders, representatives from higher education, parents, students, teachers, administrators and staff tasked with analyzing information about what skills are needed to prepare students for success in college or in 21st century careers.

The following objectives were set forth and accomplished by the CCR Advisory Committee:

- to create a dialogue among stakeholders regarding the skills and knowledge necessary to prepare Dysart students to be successful in a career or in college.
- to develop a shared understanding of where the district is currently with addressing that goal.
- to develop a profile of a Dysart graduate who is equipped with the necessary skills and knowledge to be successful in the new century.
- to create a report to be utilized for strategic planning.

The remainder of this document provides a final report of the process and the recommendations of the CCR Advisory Team. This work would not be possible without the dedicated members of the Advisory Committee. In addition, credit must be given to the administration and staff at the campuses and departments across the Dysart District who contributed to the work of this group. Finally, the Dysart Governing Board Members must be applauded for their vision and support of this critical work.
Advisory Team Members

- Todd Aakhus, Higher Education
- Valerie Roderick, Higher Education
- EJ Anderson, Higher Education
- Amanda Burke, Higher Education
- Michael Hawkins, Principal
- James Greishaber, Principal
- Shelly Isai, Principal
- Amy Hartjen, Assistant Principal
- Michele Caruso, Parent
- Nanette Burnett, Parent
- Donya Davis-Seay, Parent
- April Beck, Counselor
- Kristie Martorelli, Teacher
- Holly Johnston, Teacher
- Eric Bennett, Teacher
- John Williams, Government Leader
- Christina Ramirez, Government Leader
- Lynn Selby, Government Leader
- Spencer Isom, Government Leader
- Romony Heng, Support Staff
- John Andrews, Support Staff Administrator
- Gabe Loyer, Support Staff
- Julia Ebel, Support Staff
- AB Jackson, Business
- Matt Kinney, Business
- Karston Pound, Student
- Analisa Mendez, Student
- Hector Gonzales, Student
- Ryan Verpooten, Student
Facilitators

- Thom Dickerson, Director of Career and Technical Education
- Teresa Heatherly, Director of Curriculum and Assessment
- Dr. Gail Pletnick, Superintendent
- Christy Diaz, Technology Training Specialist

Sessions

The sessions planned for the CCR Advisory Committee were interactive, engaging and resulted in compelling conversation between informed stakeholders. The two sessions were designed to build and expand on the knowledge and dialogue needed to accomplish the CCR Advisory Committee’s objectives. The information below provides an overview of each CCR Advisory Committee meeting.

Session 1: Career and College Ready-Planning the Future: External and Internal Information
Date: April 22, 2007  6:00 PM - 8:00 PM
Location: Dysart Learning Center, Board Room

Presenters:

The Global Perspective
Ken Kay, CEO
EdLeader 21

The Arizona Perspective
Information provided by the Greater Phoenix Education and Economic Development Council

Outcome: Understand the skills and knowledge needed from the global and local perspectives
Session 2: Insuring Dysart Students Graduate Career and College Ready: Reflect, Analyze, Synthesize and Recommend

Dates: April 30, 2007  6:00 PM – 8:00 PM

Overview of the Work Being Done in Dysart
Teresa Heatherly, Director of Curriculum and Assessment
Thom Dickerson, Director of Career and Technical Education
Dysart Unified School District

Facilitated Activities:

Reflection
Committee members were assigned to small groups for the reflection activity utilizing a discussion organizer to facilitate the conversation. Reflections focused on the following:
Based on the definition of college and career ready provided, what are the essentials to be considered? The speaker’s information, research articles and other resources and committee members own experience and expertise should be utilized to reflect on this question from a
• Global perspective
• Arizona perspective, and
• Dysart perspective.

Analyze
Using the information discussed as part of the reflection activity the small groups analyzed the information utilizing a discussion organizer to facilitate the conversation. The following questions were addressed:
What is currently in place in Dysart to accomplish the goal of graduating all students career and college ready?
What gaps have been identified that need to be addressed to accomplish this goal in Dysart?

Synthesize
Groups worked through facilitated processes to build a profile of a DUSD graduate who is career and college ready. The focus question was:
What is the profile of a career and college ready graduate?
Recommendations
As a whole group the committee answered the following question:
What should we expect to see in our schools if we are successfully preparing all DUSD graduates to be career and college ready?

The group made recommendations about what must be implemented in Dysart to achieve the goal of career and college readiness.

Outcomes: Develop a profile of a Dysart graduate prepared for career and college and make recommendations on how to prepare students that can be utilized to inform the strategic plan process (See Appendix)
Resources and References

Speakers

Ken Kay, CEO, EdLeader21
Thom Dickerson, Director of Career and Technical Education
Teresa Heatherly, Director of Curriculum and Assessment

Additional Resources

Welcome to the Digital Generation (4:26), from Edutopia, reminds us of all the technological changes since the World Wide Web became widely available less than 20 years ago, and how different our children’s lives are as a result.

Rethinking Learning: The 21st Century Learner (4:00), from the MacArthur Foundation, lets us hear from some of the most influential innovators in digital learning.


PROFILE OF A DYSART GRAD CAREER AND COLLEGE READY

And Recommendations

Appendix Contents

- Profile- Appendix A
- Recommendations- Appendix B
APPENDIX A

Profile of a Dysart Unified School District Career and College Ready Graduate

The committee reviewed research and data and engaged in facilitated consensus building that included reflection, analysis, and synthesis activities. The CCR Advisory Committee produced a profile of a Dysart Unified School District graduate who is career and college ready.
APPENDIX B

CCR Advisory Committee's Recommendations For Implementation

- Determine common definitions for the profile skills and establish how to assess the skills
- Determine the connections to what is currently in place in the district
- Communicate the profile and build community consensus of what this profile means for a Dysart student
- Embed the profile skills throughout the curriculum, through professional development and training and in instructional resources across all grade levels and content areas
- Recognize and utilize training resources and staff to support delivery of education that addresses profile skills
- Establish common and coordinated expectations for the skills to be embedded across all learning environments
- Provide for continual research and collaboration with effective models for addressing these profile skills
School Safety Advisory Committee Report
School Safety Planning Advisory Committee Overview

The Dysart Unified School District Governing Board established a strategic plan focused on school safety. The continued focus on school safety has been the unfortunate effect of too many violent acts at school sites. Throughout the country schools are researching solutions to the often unforeseeable threats to students and staff. While violent school intrusion is typically reported in the media, there are many aspects of day to day school operations and facilities that must be reviewed. The School Safety Planning Advisory Committee, including local law enforcement, parents, administrators and staff, was established to address facility and procedural solutions to school safety.

This document provides a summary report of the committee's recommendations. Also included are recommendations from Dysart Administration. While current conditions do not allow for full implementation of these recommendations, several items will be completed via phased implementation as funding become available.

School Safety Planning Advisory Committee Members

Quinn Kellis, Assistant Superintendent/Facilitator  
Matt Kuffel, Assistant Principal  
Steven Pierce, Assistant Principal  
Maria Montero, Security  
Sarah Cox, Director of Food Services  
Bob Young, Director of Maintenance and Facilities  
Jim Braden, Director of Student Services and Athletics  
Jeff Cook, Assistant Director of Transportation  
John Andrews, Chief Information Officer  
DJ Vodicka, Security  
Amanda Samaniego, Security  
Tyrus Timbrooks, Assistant Principal  
Brenda Rosalez, Administrative Assistant  
Dave Dumon, Director of Federal Projects and Community Outreach  
Jayson Black, Principal  
Randy Rody, City of Surprise Police  
David Stoever, Principal  
Terry McDonald, City of El Mirage Police  
Brent Martineau, Parent  
Meagan Martineau, Parent
School Safety Planning Advisory Committee Recommendations

The work of the Committee was to identify facility and procedural improvement that should be made within the Dysart District to ensure safety at each location. Once the safety solutions were identified, each participant was asked to rank those items that should be of highest priority. The list below reflects these activities. The number beside each item represents the number of participants who ranked that item as a priority.

Facility Improvements
- Taller fences (3)
- Unobstructed cameras
- Surveillance Cameras (15)
- Safety lighting (3)
- SRO at each elementary (or even Security) (9)
- Counselor at each school (12)
- Alarm all outside door (22)
- Pull-station dye (1)
- Upgrade security radios (1)
- Swipe card access on all doors
- Full-time video surveillance monitoring (Staffed central monitoring station) (7)

Procedural Improvements
- Strict adherence to Policies (8)
- Don’t wait until tomorrow! (1)
- Visible police cars
- Adequate Police protection at events
- Dysart University (Online training) (2)
- Scenario-based drills (6)
- Active shooter bus drills (1)
- More security staff training (6)
- Security PLC’s
- Officer friendly schools – invite Police onto campus (1)
- Protecting for the underclassmen against hazing
Safe Schools Text Line (Replace/Add to the Safe Schools Hot Line) (6)
Training for Southwest Food staff - Include on school leadership team
1st Period "lunch" drill (2)
Before/After school traffic control
Absolute compliance to procedures (evaluation) (8)
Regular security audits (3)

Additional Recommendations from Dysart Administration
- Tie intercom systems into phone system for all-call capabilities throughout the school site
- Front alarm key pads announce door openings
- Intruder locks for all classrooms
- High School Office doors, panic devises, door closures
- K-8 office security wall and hardware/electronics
- Service yard man door hardware
- Peek holes in all outside doors
- Observation mirrors to view hallways
- Panic devices on art, music, library, band, etc. to lock doors from inside
- Additional outdoor security lighting

School Safety Planning Advisory Committee Next Steps

Each of the safety improvement recommendations listed above will now be evaluated to determine feasibility and practicality of implementing the recommendation. The final priorities will be incorporated into the Dysart 2014-2017 Strategic Plan, and if needed, included in the Dysart Capital Plan for long-term funding solutions.
School Safety Planning Advisory Committee Resources


December, 2012, “Planning for and Managing the School Crisis You Hope Never Comes” National School Boards Association


Dysart Draft Capital Plan Review Committee Report

An Overview of the District’s Preliminary Five Year Capital Plan

May 15, 2013
DISTRICT DRAFT FIVE YEAR CAPITAL PLAN OVERVIEW

The Dysart Unified School District Governing Board approved a strategic plan that includes Goal H which states: “Allocate available District level resources to support the Strategic Plan goals where they will have the greatest impact on student academic achievement and instruction”.

One of the objectives to accomplish this goal is to design and implement a comprehensive long term capital resource plan including facilities and technology. (Goal H, Objective 29)

The main purpose of the committee was to review and provide input and recommendations regarding the content of the Draft Five Year Capital Plan. Possible funding sources were also discussed.

The committee accomplished its work through the dedication of its members and their commitment to student achievement.
Five Year Capital Plan Review Committee Members

Chuck Andrews, Parent, Western Peaks
Sarahi Arrivillaga, Parent, Thompson Ranch
Jayson Black, Principal, Countryside
Karie Burns, Principal, Surprise Elementary
Jodi Calandra, Parent, Marley Park
Natalie Camba, Parent, Canyon Ridge
Anthony Capuano, Principal, Willow Canyon High School
Michelle Click, Instructional Growth Teacher, Mountain View
Steven Daigle, Director, Transportation
Dave Duman, Director, Community Education
Jaune Farrar, Parent, El Mirage Elementary
Debora Fisher, Assistant Principal, Rancho Gabriela
Rosalind Fisher, Principal, Parkview
Aimee Fleming, Parent, DECDC
Jeff Gadd, Support Staff Administrator, Business Services
Jayme Gillen, Parent, Riverview
Kelly Gray, Parent, Mountain View
Amy Hartjen, Assistant Principal, Dysart High School
Diana Hawari, Support Staff Administrator, Technology
Michael Hawkins, Principal, Shadow Ridge High School
Kathy Hill, Principal, Luke Elementary
Jean Hunt, Principal, Western Peaks
Shelley Isai, Principal, Canyon Ridge
Monez Jefferson, Parent, Dysart Elementary
David Jeffries, Support Staff Administrator, Maintenance
Dana Kaye, Principal, Marley Park
Amy Kennedy, Assistant Principal, Dysart Elementary
Scott Kerr, Principal, Rancho Gabriela
Christopher Kieffer, Principal, West Point

Janet Korink, Parent, Willow Canyon High School
Matt Kuffel, Assistant Principal, Shadow Ridge High School
Larry Lawerence, Principal, El Mirage Elementary
Miranda Linzey, Parent, Kingswood
Robert Lockhart, Principal, DHS/Valley Vista High School
Michelle Love, Assistant Principal, Countryside
Veronica Lowe, Support Staff, Luke Elementary
Connie Martz, Parent, Sunset Hills
Lori Mathis, Parent, Valley Vista High School
Wade McRae, Principal, Cimarron Springs
Gail Miller, Principal, Mountain View
Kelly Moncivich, Parent, Luke Elementary
Gloria Navarro, Parent, El Mirage Elementary
Stephen Nevers, Assistant Principal, Thompson Ranch
Jennifer Oltman, Parent, Rancho Gabriela
Steve Pierce, Assistant Principal, Valley Vista High School
Marcie Rodriguez, Support Staff Administrator, Finance
Shara Rose, Coordinator, DECDC
Kimberly Rosevear, Parent, Parkview
Linda Shaw, Principal, Dysart Elementary
Jeremy St. Germain, Assistant Principal, Canyon Ridge
David Stoeve, Principal, Ashton Ranch
Becky Taylor, Parent, Sonoran Heights
Marilee Timbrooks, Principal, Kingswood
Therese Tipton, Principal, Sonoran Heights
Jayne Wieferich, Principal, Desert Moon
Andrea Willingham, Principal, Riverview
Karen Winterstein, Principal, Sunset Hills
Bob Young, Support Staff Administrator, Maintenance

Capital Plan Review Committee
April, 2013
Facilitators

Jeff Gadd, Interim Executive Director of Business Services
Marcie Rodriguez, Director of Finance
Steve Daigle, Director of Transportation
Bob Young, Director of Maintenance and Facilities
David Jeffries, Day Supervisor, Maintenance and Facilities
Diana Hawari, Chief Technology Officer

Sessions

- Session 1: April 24, 2013, District Support Facility Center, 6 p.m. to 8 p.m.
  - Review enrollment projections prepared by demographer
  - Review draft detailed Five Year Capital Plan
  - Possible funding sources

Presentations by all Facilitators

- Session 2: April 30, 2013, District Office, West Board Room, 6 p.m. to 8 p.m.
  - Summary review of Session 1
  - Group Activity – Discussion Questions
  - General input

Capital Plan Review Committee
April, 2013
APPENDIX CONTENTS

- Enrollment Projections – Appendix A
- Draft Capital Plan Summary – Appendix B
- Possible Funding Sources – Appendix C
- Review Committee’s Recommendations for Implementation – Appendix D
# Appendix A

## Enrollment Projections

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<td>575</td>
<td>28</td>
</tr>
<tr>
<td>Desert Moon</td>
<td>287</td>
<td>295</td>
<td>310</td>
<td>344</td>
<td>425</td>
<td>577</td>
<td>826</td>
<td>1,165</td>
<td>1,583</td>
<td>2,036</td>
<td>2,462</td>
<td>290</td>
</tr>
<tr>
<td>Riverview</td>
<td>986</td>
<td>1,013</td>
<td>1,010</td>
<td>1,022</td>
<td>1,034</td>
<td>1,040</td>
<td>1,039</td>
<td>1,014</td>
<td>994</td>
<td>973</td>
<td>48</td>
<td>4.9%</td>
</tr>
<tr>
<td>Out-of-District</td>
<td>361</td>
<td>381</td>
<td>400</td>
<td>414</td>
<td>418</td>
<td>439</td>
<td>443</td>
<td>445</td>
<td>446</td>
<td>444</td>
<td>442</td>
<td>78</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>18,172</td>
<td>18,744</td>
<td>19,231</td>
<td>19,766</td>
<td>20,323</td>
<td>20,989</td>
<td>21,783</td>
<td>22,689</td>
<td>23,754</td>
<td>24,614</td>
<td>25,276</td>
<td>2,817</td>
</tr>
</tbody>
</table>


* Based on the residence location of the student.
## Appendix B

### Draft Capital Plan Summary

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technology</td>
<td>$18,938,601</td>
</tr>
<tr>
<td>School Maint. Projects</td>
<td>$23,944,540</td>
</tr>
<tr>
<td>School Capital Projects</td>
<td>$1,290,200</td>
</tr>
<tr>
<td>Security and Safety *</td>
<td>$3,819,750</td>
</tr>
<tr>
<td>Pupil Transportation</td>
<td>$6,579,500</td>
</tr>
<tr>
<td>Curriculum *</td>
<td>$6,800,000</td>
</tr>
<tr>
<td>Maintenance Equipment</td>
<td>$2,828,000</td>
</tr>
<tr>
<td>Athletics</td>
<td>$980,000</td>
</tr>
<tr>
<td>New Elementary School</td>
<td>$18,000,000</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>$83,180,591</strong></td>
</tr>
</tbody>
</table>

*Detailed plan currently being developed*
Appendix C

Possible Funding Sources

- $86.8 Million in Bonds

- $86.8 Million in Capital Override

Note: $86.8M is the available calculated limit for the District with expanded bonding capacity currently being considered by the legislature.
Appendix D

Review Committee's Recommendations for Implementation

- Proceed with finalizing five year plan for Safety and Security and Curriculum
- Emphasize technology funding as much as possible
- Provide for student growth and associated facility implications
- Maintain current facilities to a high standard
- Replace equipment (buses) that have high repair costs and decreased reliability due to age
- Encourage legislation that increases bonding capacity is needed and restores reduced annual capital allocation
- Study possible funding sources in light of finalized legislation
- Must provide for District capital needs — convince community of absolute need for funding in light of enrollment growth, technology, and facility maintenance
AGENDA ITEM: 2012-2013 Report on the Continuous Improvement Plan (CIP) for Community Outreach and IT Departments

EXECUTIVE SUMMARY:
Administration will provide information regarding the Continuous Improvement Plans for Community Outreach and IT Departments.

BOARD ACTION REQUESTED:
It is recommended the Governing Board accept the information presented.
Federal Projects & Community Outreach - FedCO

- FedCO staff: 11
- Den Club staff: 34
- Child Development Center staff: 12
- Total number of Child Care Programs: 17
- Total number of 21st Century Learning Centers: 6

Federal Projects & Community Outreach - FedCO

- Jumpstarts (Title 1 pre-schools): 7
- Jumpstarts 13-14: 8
- Elemiddle Sports: 10
- Students participating: 2,568
- Coaches: 226

Community Outreach
Federal Projects

- Title I, II, III
- 21st Century Learning Center (6 schools)
- Safe Schools and Healthy Students (18)
- McKinney Vento

Goals & Actions

- Strengthen schools instructional programs including intervention and extension opportunities
  - Summer planning & frequent planning w/ Title Leadership Teams
- Increase opportunities for community engagement and support
  - Expand partnership with Hands on Greater Phoenix

Goals

- FedCO will continue to find innovative ways to support DUSD schools in attaining academic excellence and lifelong success by maximizing all resources available (fiscal and human).
- Increase quality and participation of all programs.
FEDERAL PROJECTS & COMMUNITY OUTREACH

FedCO CIP 2012-2013

Vision

Power in the Preparation...Excellence in the Journey...Success for a Lifetime...

Mission

The mission of Dysart Unified School District is to create a safe, diversified and engaging learning environment where every student attains academic excellence and is empowered to achieve life-long success.

Through relevant and challenging curriculum, expanded learning opportunities and collaborative partnerships, our students will be:

• effective communicators
• critical and creative thinkers
• informed problem solvers and decision makers
• responsible leaders
• Productive citizens

District Goal #1: Each school will achieve a state accountability label of A or within the top 2 categories under the new state accountability system.

District Goal #2: All students will meet or exceed State Standards as measured by state assessments at mandated grade levels.

District Goal #3: 90-100% of students achieve one year’s growth (OYG) in all classes.
GOAL 1 (Strategic Plan A.5): **Title I schools will achieve a state accountability label within the top 2 categories under the new state accountability system based on the Spring 2013 AIMs results.**

<table>
<thead>
<tr>
<th>Strategy #1</th>
<th>Action Step</th>
<th>Timeframe/Target Dates (Beginning – End)</th>
<th>Who is Responsible?</th>
<th>Monitor/Evaluation / Evidence of Success</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Strengthen schools instructional programs including intervention and extension opportunities</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Support 21st Century implementation and continuation at our Title I Schools.</td>
<td>February 2013-May 2017</td>
<td>Academic Program Manager</td>
<td>$2,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Support Response to Intervention (RtI) model on all Title I campuses by providing Interventionist &amp;/or tutors in areas of need at all Title 1 schools</td>
<td></td>
<td>Dave Dumon, Fran Sperling</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Support Response to Intervention (RtI) model on all Title I campuses by providing 8 Data School Improvement Specialist at Title I schools and 2 Academic Interventionist Specialist</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Redesign/Extend the school day, week, year to provide interventions and enrichment opportunities</td>
<td></td>
<td>Dave Dumon, Fran Sperling, Academic Program Manager</td>
<td>$250,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Provide the highest quality before and after school program that encourages students to learn and play in a safe, caring, environment. 45 – 60 minutes of academics i.e. homework, reading</td>
<td></td>
<td>Howard Stanton</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Provide campuses with camps academic focus during intersessions available for Dysart students</td>
<td></td>
<td>Howard Stanton</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Expand Jumpstart into all Title I elementary schools (8)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Increase enrichment opportunities at all schools. i.e. STEM, CHESS, Camp/Club Invention, Fencing, Camp Invention</td>
<td></td>
<td>Ian Wallace, Howard Stanton</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Strategy #2

Support Response to Intervention (RtI) model

<table>
<thead>
<tr>
<th>Action Steps</th>
<th>Timeframe/Target Dates (Beginning – End)</th>
<th>Who is Responsible?</th>
<th>Monitor/Evaluation / Evidence of Success</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide 22 Interventionist/tutors in areas of need at all Title I schools</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide additional support positions at all Title I schools</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Train and Implement First in Math before and after school math program to be utilize by all District Elementary Schools</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Train and Implement Knewton Math at all Title schools</td>
<td></td>
<td>Fran Sperling</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Strategy #3

Continue Implementation of Teaching Strategies GOLD & PK Curriculum

<table>
<thead>
<tr>
<th>Action Steps</th>
<th>Timeframe/Target Dates (Beginning – End)</th>
<th>Who is Responsible?</th>
<th>Monitor/Evaluation / Evidence of Success</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Continue training on Teaching Strategies GOLD</td>
<td>Ongoing Monday’s</td>
<td>Shara Rose</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Continue training on Houghton Mifflin</td>
<td>July 2012, On Going Monday’s, January 28, 2013</td>
<td>PD Coordinator, Shara Rose, Dave Dumon</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Summer Professional Development –BOOT CAMP</td>
<td>3 days summer 2013, June 10-13</td>
<td>Dave Dumon</td>
<td></td>
<td>$500</td>
</tr>
<tr>
<td>Complete curriculum mapping for all 4 instructional cycles</td>
<td>Ongoing 2012-2013</td>
<td>Dave Dumon</td>
<td></td>
<td>$5,000</td>
</tr>
</tbody>
</table>
GOAL 2 (Strategic Plan A.1): **Students will meet or exceed state standards as measured by state assessments at mandated grade levels.**

<table>
<thead>
<tr>
<th>Strategy #1</th>
<th>Timeframe/Target Dates (Beginning – End)</th>
<th>Who is Responsible?</th>
<th>Monitor/Evaluation / Evidence of Success</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Increase opportunities for community engagement and support</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Action Step</strong></td>
<td><strong>Timeframe/Target Dates (Beginning – End)</strong></td>
<td><strong>Who is Responsible?</strong></td>
<td><strong>Monitor/Evaluation / Evidence of Success</strong></td>
<td><strong>Budget</strong></td>
</tr>
<tr>
<td>Partner with Hands On Greater Phoenix to provide volunteers in 3 of our Dysart Schools (El Mirage, Riverview and Sunset Hills)</td>
<td></td>
<td>Sharon Boersma</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Continue to seek and place volunteers at all Dysart Schools</td>
<td></td>
<td>Sharon Boersma</td>
<td></td>
<td></td>
</tr>
<tr>
<td>McKinney Vento/Homeless liaison will ensure that all identified homeless students will have necessary resources</td>
<td></td>
<td>Academic Program Manager</td>
<td></td>
<td>$20,000</td>
</tr>
<tr>
<td>To expand list of surrogate parents to represent wards of the state to participate in Individual Education Plans (IEP)</td>
<td></td>
<td>Fran Sperling, Sharon Boersma</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To increase Tax Credit donations district wide and to implement an online donation system</td>
<td>On going</td>
<td>Kristen Cunius, Dave Dumon, Ian Wallace, Howard Stanton</td>
<td></td>
<td>$100,000</td>
</tr>
<tr>
<td>Continue to provide premier Elemiddle sports programming</td>
<td>On going</td>
<td>Ian Wallace</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
GOAL 3 (Strategic Plan B.8): 90-100% of students will achieve one year’s growth (OYG) in reading and mathematics.

<table>
<thead>
<tr>
<th>Strategy #1</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>All English Language Learners will become proficient in English by meeting the Annual Measurable Achievement Objectives (AMAO’s) by reclassifying 30% of all our students District wide and school wide</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Action Step</th>
<th>Timeframe/Target Dates (Beginning – End)</th>
<th>Who is Responsible?</th>
<th>Monitor/Evaluation / Evidence of Success</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Language Acquisition mentors will be provided for each campus to monitor Individual Learning Plans</td>
<td>2012-13</td>
<td>Fran Sperling</td>
<td></td>
<td>$140,000</td>
</tr>
<tr>
<td>Data Compliant Specialist will be provided to administer and collect AZELLA data</td>
<td></td>
<td>Fran Sperling</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Implement and train LAMs on: ILLP, AZELLA Directive, Teaching Strategies, Rosetta Stone</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Continue Teacher Training for Language Acquisition Mentors</td>
<td></td>
<td>Fran Sperling</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Our Vision

Our vision is to create an environment where all students, staff and community have easy access to technology resources and information, and to provide an infrastructure that supports the goals of the District’s Strategic Plan.

Our Mission

The mission of the Information Technology Department is to build a quality and comprehensive technology infrastructure, establish and maintain an effective operational environment, and deliver quality, prompt, cost effective and reliable technology services.

The Information Technology Department and the 4 C’s

- Collaboration
- Communication
- Creativity
- Critical Thinking
Goal: Collaboration and Communication with all Departments and Schools

• Frequent Technology Tips via Email
• Network status and outages
• Initiative promotion (e.g. BYOD)
• Helpdesk updates
• I.T. Facebook Page
• I.T. Site

Goal: Optimize Resources to Support Student Achievement

**iASSESS**
- Collaboration with Educational Services
  - Personalized Reports
  - User Friendly Web-based
  - MCC Data Comparison

**iPLAN**
- Collaboration with Educational Services
  - User Friendly Interface
  - Grade Level: Dimension Areas
  - Initiative Navigation

**CES**
- Collaboration with Human Resources
  - Web-based Observation System
  - Categorization of evidence
  - Transparency for Teacher Evaluation
  - Timely Professional Dialogue

**DYSART**
- Website Redesign
  - User Friendly Interface
  - Dynamic Slides
  - Responsive Design
  - Smart Content
  - Customized Google Powered Search

**Mobile Apps**
- 2 JWIC Applications
- 7 Staff Applications
- 2000 User Installations
Creative Solutions

- Vendor evaluation process
  - No multiple year contracts
  - Year evaluation
  - Invite new vendors to demonstrate new technologies
  - Repurpose equipment ($190,000 of equipment re-purposed during 2012-2013)
  - Plan approval for purchase
  - Customizing purchases to meet classroom needs
  - 3 year warranty devices
  - Established demo process to test new technologies and provide recommendations
  - E-Rate
    - Priority one (-$250k raised for telephony and internet access)
  - Priority two ($612k for wireless upgrades at 5 of our eligible schools)

Next Steps...

- BYOD
  - Bus WiFi on Sundown routes
  - Connect2Compete rollout
  - High School Wireless Upgrades
  - MVS Satellite technology model
  - New open enrollment software
  - Software for time keeping for volunteers
  - Improved parent portal and access of information such as access to Meal Pay balances for students

Continued Challenges

- Funding to support new technology purchases.
  - Aging Classroom Technology Equipment and Network infrastructure.
  - Meeting the technology requirements for PARCC assessments.
  - Meeting the technology needs of a growing school district.
  - Maintaining the District status as the leader in educational technology.
AGENDA ITEM: Recommendation for Revision of Governing Board Policy Section 5.15 – Walkers and Riders – First Reading

EXECUTIVE SUMMARY:
Administration recommends revision of Governing Board Policy 5.15; new text is underlined and text to be removed is shown as strikethrough text.

BOARD ACTION REQUESTED:
It is recommended the Governing Board accept the information presented.
Section 5 – Support Services

Section 5.15 – Walkers and Riders

Within the constraints of the approved budget, the Superintendent shall not fail to provide regular school bus transportation to and from school for the following categories:

- Students with disabilities who require transportation, as indicated in their respective individual education programs.

- Students living within a one (1) mile radius of the school where hazardous or difficult routes exist and where no safe school route exists.

- Kindergarten (K) students who are residents within a school attendance area and who live more than one half (1/2) mile from school.

- Grade one (1) Kindergarten (K) through eight (8) students who are residents within a school attendance area and who live more than one (1) mile from school.

- Grade nine (9) through twelve (12) students who are residents within a school attendance area and who live more than one and one-half (1 1/2) miles from school.

- Transportation for homeless students to their school of enrollment, if it is the school of origin, will be arranged as needed by the school liaison for homeless students.

Activity Bus

At the discretion of the Superintendent, transportation may be provided for students involved in practice sessions for extracurricular activities.

Interscholastic Extracurricular Programs

At the discretion of the Superintendent, transportation from the campus and returning to the campus will be provided for interscholastic competition that is a regularly scheduled commitment to the competing school.