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 https://www.dysart.org/GBAgendas/.

DYSART UNIFIED SCHOOL DISTRICT
GOVERNING BOARD MEETING AGENDA

REGULAR MEETING/EXECUTIVE SESSION

REVISED

REGULAR MEETING

TIME: 6:00 p.m. – Wednesday, February 5, 2014

Individuals wishing to address the Governing Board must fill out a request form available in the Lobby and turn it in to the Board Clerk, Superintendent or Board Secretary prior to the start of the meeting. Those who have asked to speak will be called upon to address the Board at the appropriate time. Persons with a disability or who need an interpreter may request a reasonable accommodation, such as a translator or sign language interpreter, by contacting the Governing Board Secretary at 623-876-7002. Requests should be made at least 48 hours in advance to arrange the service.

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

2. Pledge of Allegiance

3. Approval of the Agenda Form

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

   Motion ____________ Second ________________ Vote ____________

4. Summary of Current Events
   • Presentations, Recognitions, Celebrations
     • Lobby Visual Arts Display of student work hosted by Countryside; Mita Desai, Art Teacher
   • Superintendent Update
   • Governing Board Update
     • Traci Sawyer-Sinkbeil
     • Bonnie Schroader
     • Jennifer Tanner
     • Jerry Eynon
     • Blossom Tande

5. Audience with Individuals or Groups
   This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda. Pursuant to A. R. S. §38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later date. In order to facilitate accomplishing the business of the District in a timely manner, a time limit of three (3) minutes will be imposed for each individual or group addressing the Board. When you approach the podium, please state your name for the record.
MOTION TO APPROVE CONSENT AGENDA ITEMS

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

Motion ______________  Second ________________  Vote __________

ACTION/CONSENT AGENDA ITEMS

1. Recommendation to Approve Service Agreement with SmartSchoolsPlus, Inc. and Authorize the Assistant Superintendent for Employee and Public Relations to Sign the Agreement and any Affiliated Document
   Submitted By Mr. Dean

2. Recommendation for Approval of the Listed Cooperative Purchase Over the $100,000 Threshold for the 2013-2014 Fiscal Year
   Mr. Eaton

   Mr. Dean

4. Approval of the Minutes of the January 22, 2014 Governing Board Meeting
   Dr. Pletnick

5. Hearing Officer’s Recommendation(s) for Long Term Suspension
   Dr. Kellis

6. Recommendation to Approve Overnight and Out-of-State Travel
   Drs. Kellis/Miller

7. Revision of Dates for the Overnight Travel of Twenty-five Dysart High School JROTC Students and Three Chaperones to Attend the Spring Encampment at Fort Huachuca, AZ, April 25-29, 2014
   Dr. Miller

8. Approval/Ratification of Expense Vouchers 1031, 1032 and 1033 in the Amount of $2,666,057.38
   Mr. Eaton

9. Approval/Ratification of Payroll Vouchers 7569 and 38 in the Amount of Mr. Eaton $5,471,645.12
   Mr. Eaton

ACTION/DISCUSSION AGENDA ITEMS

10. Recommendation for Authorization to Issue Notice of Intent Not to Re-employ Certificated Staff for the 2014-2015 School Year
    Mr. Dean

INFORMATION AGENDA ITEMS

11. IT Update
    Dr. Pletnick

13. Report From the Dysart Liaison to the City of El Mirage on the January 27, 2014 Meeting
    Dr. Pletnick

CALL FOR EXECUTIVE SESSION

Call for Executive Session: Pursuant to ARS 38-431.03 A.3 and A.1
It is recommended that the Governing Board establish an Executive Session to be held immediately during a recess in the Regular Meeting for discussion of:

Session I
(A)(3) Consultation with legal counsel regarding the District’s Public Concerns/Complaint about Personnel process and Governing Board legal options when considering a complaint filed against a district employee.

Session II
(A)(1) Discussion of Formal Complaint FC-1408 filed against a district employee.
RECESSING FOR EXECUTIVE SESSION

EXECUTIVE SESSION

GENERAL FUNCTIONS

A. Call to Order and Roll Call

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:

Session I
(A)(3) Consultation with legal counsel regarding the District’s employee grievance process and Governing Board legal options when considering a grievance filed against a district employee.

Session II
(A)(1) Discussion of Formal Complaint FC-1408 filed against a district employee.

RECONVENE REGULAR MEETING

ACTION/DISCUSSION AGENDA ITEMS - Continued

12. Direction from the Board to the Superintendent Regarding Action Related to Formal Complaint FC-1408

Dr. Pletnick

REQUESTS FOR FUTURE AGENDA ITEM(S)

ADJOURNMENT

Motion _______________ Second _______________ Vote __________

Page 3 of 3
AGENDA ITEM: *Recommendation to Approve Service Agreement with SmartSchoolsPlus, Inc. and Authorize the Assistant Superintendent for Employee and Public Relations to Sign the Agreement and any Affiliated Document

Action/Consent: X  Action/Discussion: ___  Information: ___  Supporting Data: X
Cost: N/A  Funding Source: N/A

EXECUTIVE SUMMARY:

Administration recommends Governing Board approval of the service agreement with SmartSchoolsPlus, Inc. The service agreement provides professional education services through provider employee staffing of qualified teachers, administrators and classified staff.

The agreement has been reviewed and released by legal counsel.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the service agreement with SmartSchoolsPlus, Inc. and authorize the Assistant Superintendent of 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: [Blank]
SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement") is entered into this 5th day of February, 2014 between smartschoolsplus, inc, an Arizona corporation ("Provider"), and Dysart Unified School District ("District").

RECITALS

A. Provider is a corporation engaged in the business of providing professional educational services to schools and school districts, including employee staffing services;

B. Provider's employees include qualified staff, teachers, substitute teachers and school administrators;

C. District is a school district within the State of Arizona that requires qualified staff, teachers, substitute teachers and administrators.

D. District is authorized to enter into this Agreement pursuant to A.R.S. § 15-502(A).

E. District desires to obtain services, as more fully described in Exhibit A, attached hereto ("Services") from Provider and Provider is willing to provide Services to District upon the terms and conditions contained in this Agreement, pursuant to RFP #12E-0217 Best and Final Offer and the associated contract issued by Mohave Educational Services Cooperative available to District which supersedes Entire Agreement language.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Provider and District agree as follows:

1. Provider Employees.

   A. Employment Agreements. Provider shall enter, or has previously entered, into employment agreements ("Employment Agreements"), substantially in the form of Exhibit B, attached hereto, with staff, teachers, substitute teachers, and administrators (each, a “Provider Employee” and, collectively, "Provider Employees") to provide the educational services required by District at District schools (the "Schools"). A copy of each Employment Agreement shall be provided to District as soon as available.

   B. Provider Employees. The roster of Provider Employees and Fee Schedule for Provider Employees is attached hereto as Exhibit C. District shall have the right to reject any of the Provider Employees, without cause, as long as written notice of rejection is provided to Provider within ten (10) days of District's receipt of the Provider Employee's Employment Agreement.

   C. Provider Responsibility. Provider shall take steps to assure that each Provider Employee performs in accordance with his or her Employment Agreement. Provider shall ensure that Provider Employees possess all certifications and qualifications necessary to enable them to perform their assignments and that Provider Employees have satisfied any legal prerequisites to the performance of their assignments including, but not limited to, fingerprint checks and possession of any necessary licenses.
D. Wages. Provider Employees will receive wages solely through Provider. It is a material breach of this Agreement for District to pay any Provider Employee in cash or by any other means for any services rendered. Any individual whom District pays directly for any services rendered will not be considered a Provider Employee for any purpose under this Agreement as to the services for which District provides payment.

2. Compensation. District agrees to compensate Provider for the Services ("Service Fee") in accordance with Exhibit D, attached hereto. Provider shall invoice District monthly; invoices shall be due and payable within thirty (30) days of receipt of the invoice.

3. Supervision. Provider Employees shall be required to adhere to all rules, guidelines, policies, procedures and regulations concerning the operation of District and the applicable Schools and delivery of educational services to District and the applicable Schools. Provider Employees shall be required to perform all duties as assigned by the applicable Schools and District and to meet the minimum scoring requirements ("Scoring Requirements") of the applicable evaluation instrument utilized by District and the applicable Schools under the Arizona Framework for Measuring Educator Effectiveness, as adopted by the Arizona State Board of Education pursuant to A.R.S. § 15-203(A)(38). Provider will provide general direction, supervision and control of each Provider Employee in the performance of Provider Employee’s duties, as more fully described in Exhibit A. District and the applicable Schools will provide daily monitoring of Provider Employees and will report to Provider on an ongoing regular basis. Provider and not District or the Schools will be responsible for discipline and training of Provider Employees.

4. Term. The term of this Agreement shall commence as of July 1, 2014 and shall end on June 30, 2015, unless earlier terminated pursuant to the provisions hereof, and may be renewed annually for up to two (2) additional fiscal years unless terminated pursuant to the provisions hereof. District acknowledges and agrees that prior to any renewal, the Exhibits will be adjusted to account for changes in the duties, responsibilities and wages for Provider Employees. Provider shall provide revised copies of the Exhibits to District at least thirty (30) days prior to the end of the then-current term.

5. Insurance.

A. Workers’ Compensation.

(i) Except as otherwise provided in this Agreement, Provider will be considered the “employer” of all Provider Employees for the purposes of providing workers’ compensation insurance within the meaning of Ariz. Rev. Stat. § 23-901. Provider shall provide workers’ compensation and employer’s liability insurance in accordance with the statutory requirements of the State of Arizona, including Employer’s Liability insurance with limits of liability of not less than $500,000 each accident and $500,000 bodily injury or disease. The workers’ compensation policy shall be endorsed to include the Alternate Employer Endorsement and shall include a waiver of subrogation in favor of District from the workers’ compensation insurer. Upon termination of this Agreement, Provider shall, upon District’s request, provide to District records regarding the loss experience for workers’ compensation insurance provided to Provider Employees pursuant to this Agreement.

(ii) District and Provider agree that no individual will be covered by Provider’s workers’ compensation insurance, or be issued a payroll check, unless and until that individual has, prior to commencing work for District hereunder, satisfied the following requirements: (a) is employed by Provider in Arizona to work in Arizona; (b) is performing services for District pursuant to this Agreement; (c) is listed on Exhibit C, as such Exhibit may be amended, from time to time, by Provider; (d) has completed Provider’s required enrollment forms and, where applicable, is certified to be an administrator or teacher or licensed as required by law for the position in which employed by Provider; (e) has completed necessary criminal background checks, including fingerprinting; (f) has entered into an Employment Agreement; (g) has provided all data required by Provider for payroll processing and workers’ compensation coverage; and (h) has been entered onto Provider’s payroll system.
(iii) District understands and agrees that the workers' compensation insurance that Provider will provide under this Agreement will only cover individuals who are listed on Exhibit C, as such Exhibit may be amended, from time to time, by Provider, and that such workers' compensation insurance will not cover other individuals who might perform services for District, whether as employees, independent contractors, or otherwise. The parties agree that a percentage of the Service Fee paid by District shall be for payment of workers' compensation insurance premiums. District agrees to provide workers' compensation insurance or maintain a program of approved self-insurance covering District's own employees.

B. District Liability Insurance. District will provide liability indemnity protection to Provider Employees who provide services to District under this Agreement, but only if those Provider Employees are acting within the course and scope of the authorization granted by Provider and District. The coverage provided will be made available to Provider Employees as an additional covered party under the terms of District's participation agreement with the Arizona School Risk Retention Trust, Inc. ("Trust"). Coverage will be made available by the Trust to Provider Employees on the same terms and conditions as coverage is made available to employees of District. Provider shall be named an additional covered party to the Trust coverage agreement, but only to the extent that Provider is vicariously liable for the acts of Provider Employees while Provider Employees are performing services for District, but not for any actual or alleged wrongful act, error or omission of Provider in its own right (e.g. claims of negligent hiring, supervision or retention, employment discrimination, etc.). In no event, however, shall the provision of liability indemnity protection be construed as evidence that the relationship between the parties and Provider Employees is other than specifically provided for and agreed to in this Agreement.

C. Medical Insurance. Provider shall make available to Provider Employees medical coverage ("Medical Insurance") that is affordable, provides minimum value, and meets the requirements of minimum essential coverage, as those terms are defined for purposes of the Affordable Care Act if Provider Employees are full time employees as defined by that Act. The Provider Employee portion of the premium for the Medical Insurance will not exceed 9.5% of the Provider Employee's W-2 wages, as reflected in Box 1 of the W-2 form. District shall reimburse Provider for Provider's out-of-pocket costs for the Medical Insurance in excess of the portion of the premium paid by Provider Employees who elected to accept the Medical Insurance.

D. Other Insurance. Provider shall maintain in full force and effect at all times during the term of this Agreement the following:

(i) Commercial General Liability ("CGL") Insurance. The CGL policy shall provide for limits of not less than $1,000,000 per occurrence and, if such CGL policy contains a general aggregate limit of liability, the limit shall be no less than $2,000,000. The CGL policy shall be written on an occurrence form and shall cover liability arising from the independent negligence or other wrongful act, error or omission of Provider or its employees that is not the direct consequence of the services provided by Provider Employees under the terms of this Agreement. District shall be named an additional insured on the CGL policy, but only to the extent that the covered liability-causing event is not related to the Services provided for under the terms of this Agreement.

(ii) Unemployment Insurance. Provider shall provide unemployment insurance coverage to the extent required by law.

6. Termination. Provider or District may terminate this Agreement, with respect to any or all of Provider’s Employees, without cause or justification of any kind, by providing the other party with written notice of such termination at least thirty (30) days prior to the effective date of termination. Notwithstanding the foregoing, District shall have the right to terminate this Agreement, as it relates to a particular Provider Employee, upon written notice to Provider (or its successor-in-interest) upon the occurrence of any of the following:
(a) A Provider Employee: (i) embezzles, steals or misappropriates funds or property of District or defrauds District; (ii) is convicted of a felony; (iii) has his or her teaching certification revoked or suspended; (iv) commits an act or omission which constitutes unprofessional conduct or which adversely affects the reputation of District; or fails to meet the Scoring Requirements;

(b) A Provider Employee dies at any time during the term of this Agreement, in which event this Agreement (as it relates to that Provider Employee) shall terminate as of the date of death;

(c) A Provider Employee becomes permanently disabled at any time during the term of this Agreement. For purposes of the foregoing, a Provider Employee shall be deemed to be permanently disabled if, by reason of any physical or mental condition, Provider Employee is unable substantially to perform his or her duties hereunder during either (i) any continuous period of thirty (30) days, in which event this Agreement (as it relates to that Provider Employee) shall terminate as of the first day following the end of such thirty (30)-day period or (ii) an aggregate of forty-five (45) days within a twelve (12)-month period, in which event this Agreement (as it relates to that Provider Employee) shall terminate as of the first day following the forty-fifth (45th) day;

(d) A Provider Employee is unwilling, unable or fails satisfactorily to comply with the rules, guidelines, policies, procedures and regulations promulgated by District and the applicable Schools during the term of Provider Employee’s Employment Agreement; provided, however, that termination for cause shall not occur unless written notice of the alleged non-compliance is first given to Provider and Provider fails to cure the non-compliance within ten (10) days following receipt of such written notice; or

(e) A Provider Employee has made any material misrepresentations or has failed to provide any material representations in connection with the employment application that such Provider Employee had submitted to Provider.

7. Independent Contractor. The relationship created by this Agreement shall be deemed and construed to be, and shall be, that of principal and independent contractor. Neither party has the authority to enter into any contract or incur any liability on behalf of the other party. Provider Employees are not intended to be and shall not be considered employees of Schools or District. Except as otherwise provided in this Agreement, Provider retains full control over the employment, direction, supervision, compensation, discipline and discharge of all Provider Employees.

8. Non-Exclusive Use. Provider acknowledges and agrees that District may enter into agreements with other provider organizations to supply educational and support services to District and that Provider is not the exclusive organization with which District may contract to provide such services.

9. Notice. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when hand delivered to the party or upon the date noted upon the receipt for registered or certified mail, first class postage prepaid, return receipt requested, addressed as set forth below:

If to Provider:
smartschoolsplus, inc.
P.O. Box 11618
Tempe, AZ 85284-0027

With a copy to:
Perkins Coie LLP
2901 N. Central Avenue, Suite 2000
Phoenix, AZ 85012
Attention: Judith K. Weiss, Esq.
If to District:
Dysart Unified School District No. 89
15802 North Parkview Place
Surprise, Arizona 85374
Attention: Jim Dean

With a copy to:
Gust Rosenfeld P.L.C.
One East Washington Street, Suite 1600
Phoenix, AZ 85004-2553
Attn: Jennifer N. MacLennan, Esq.

Either party may alter the address or addresses to which communications or copies are to be sent to such party by giving notice of such change of address in conformity with the provisions of this Section.

10. Attorney’s Fees. Should any litigation be commenced between the parties hereto concerning the terms of this Agreement, or the rights and duties of the parties under this Agreement, the prevailing party in such litigation shall be entitled to, and in addition to any other relief that may be granted, the prevailing party’s attorneys’ fees and costs.

11. Binding Nature of Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

12. Entire Agreement. This Agreement, including the Recitals and Exhibits, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to its subject matter, including, but not limited to, the Service Agreement dated January 2, 2013, between Provider and District, which is hereby superseded and replaced by this Agreement in its entirety.

13. Waiver. Neither the failure nor delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such rights, remedies, powers or privileges with respect to any other occurrence.

14. Costs and Expenses. Each party shall bear its own costs, including counsel fees and accounting fees, incurred in connection with the negotiation, drafting and consummation of this Agreement and the transactions contemplated hereby, and all matters incident thereto.

15. Headings. All Sections and descriptive headings of Sections and subsections in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

16. Construction, Interpretation; Modification. This Agreement is intended to express the mutual intent of the parties, and no rule of strict construction shall be applied against the drafting party. In this Agreement, the singular includes the plural, and the plural the singular; words imparting gender include both genders; references to “writing” include printing, typing and other means of reproducing words in a tangible visible form; the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.” The term “person” shall include an individual, corporation, joint venture, partnership, trust, estate, association or any other entity. This Agreement may not be modified or amended other than by a writing signed by the party to be charged with such modification or amendment.

17. Survival. Sections 5, 7, 9, 10, 18, 19, 20, 22 and 23 shall survive the expiration or termination of this Agreement.
18. **Governing Law; Forum; Venue.** This Agreement is executed and delivered in the State of Arizona; and the substantive laws of the State of Arizona (without reference to choice of law principles) shall govern its interpretation and enforcement. Any action brought to interpret or enforce any provisions of this Agreement, or otherwise relating to or arising from this Agreement, shall be commenced and maintained (i) if applicable, in accordance with the procedures set forth in A.R.S. § 41-2611, et seq., or, if such procedures are not applicable, then (ii) in a federal, state or local court located within Maricopa County, Arizona.

19. **Knowing Covenants.** The parties hereby represent to each other that the covenants and agreements provided for in this Agreement have been knowingly and voluntarily granted after thorough consultation with counsel as to the binding and irrevocable effect thereof. Based upon consultation with counsel, each of the parties hereby represents and warrants to the other that this Agreement is binding upon and enforceable against such party in accordance with its terms.

20. **Indemnification.** Provider agrees to indemnify, defend and hold harmless the Schools and District, its board members, officers, directors and employees for and hold them harmless from all suits, claims, liabilities, costs, expenses and debt, including reasonable attorneys’ fees, incurred by District arising from, attributable to or caused by acts or omissions of Provider (or its officers, directors, shareholders or agents) or any Provider Employee in the performance of or related to the performance of the duties of Provider Employee as described in the Employment Agreement (including, but not limited to, injuries to Provider Employees that may or may not be covered by workers’ compensation insurance) except to the extent such claims, liabilities, costs, expenses and debt result from acts or omissions of District or its board members, officers, directors, employees, insurers, indemnitors or agents. This indemnification provision shall apply to claims, suits, liabilities, costs, expenses and debt that are not otherwise covered by District’s Liability Insurance provided for by the Trust.

21. **Conflict of Interest.** The parties expressly acknowledge that, pursuant to A.R.S. Section 38-511, District has the option of canceling this Agreement within three (3) years from the date of execution, without any further penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of District is at any time during the term or any extension thereof, an employee or agent of Provider or a consultant to Provider. Provider acknowledges the potential for a current District employee to become a Provider Employee and recognizes the applicability of A.R.S. Section 38-511.

22. **Compliance with Immigration Laws and Regulations.**

   A. **Warranty.** Pursuant to the provisions of A.R.S. § 41-4401, each party warrants to the other party that it is in compliance with all Arizona and Federal Immigration laws and regulations that relate to its employees and with the E-Verify Program under A.R.S. § 23-214(A). Each party acknowledges that its breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement. Each party retains the legal right to inspect the papers of any employee of the other Party or any independent contractor who works on this Agreement to ensure compliance with this warranty.

   B. **Verification.** A party may conduct random verification of the employment records of the other party to ensure compliance with this warranty.

   C. **Contracts for Services.** The provisions of this Section must be included in any contract a party enters into with any and all of its employees or independent contractors who provide services under this Agreement or any subcontract. As used in this Section, “services” are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

23. **Prohibition on Doing Business with Sudan and Iran.** Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each party hereby certifies to the other party that the certifying party does not have
"scrutinized" business operations, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran. The certifying party acknowledges that, in the event either of the certifications contained in this paragraph is determined by the other party to be false, that party may terminate this Agreement and exercise other remedies as provided by law, in accordance with A.R.S. §§ 35-391.06 and 35-393.06.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first above written and effective as of the date hereinabove stated.

Provider:

______________________________
smartschoolsplus, inc.
By: Sandra McClelland
Its: President

District:

Dysart Unified School District No. 89
By: Jim Dean
Its: Assistant Superintendent for Employee and Public Relations
Exhibit "A"
Scope of Services

The following services and/or activities are offered by smartschoolplus, inc. in fulfillment of its obligations under the terms of the Agreement:

a. Recruit, hire, train, evaluate, supervise, discipline, and terminate individuals who are professionally and technically qualified to perform the duties of school staff, teachers, substitute teachers, administrators, and any other school employee.

b. Maintain a recruiting and hiring program that is in compliance with federal and state laws, rules and regulations, equal opportunity and anti-discrimination policies applicable to, and restricting, the hiring and selection process, including, but not limited to, Title VII of the Civil Rights Act of 1964 ("Title VII"), the Americans With Disabilities Act ("ADA"), the Age Discrimination in Employment Act ("ADEA"), the Fair Credit Reporting Act ("FCRA"), and the Arizona Employment Protection Act ("AEPA").

c. Maintain a system of statewide personal background checks on all Provider Employees provided to the Schools and District to include pre-screening, credentialing, licensure, personal history, qualifications, work history, references, statewide criminal background check, and fingerprinting. Provider shall ensure that all Provider Employees possess all certifications and qualifications necessary to enable them to perform their assignments.

d. Maintain a system of performance evaluation for each Provider Employee consistent with the evaluation instrument utilized by District and the applicable Schools under the Arizona Framework for Measuring Educator Effectiveness, as adopted by the Arizona State Board of Education pursuant to A.R.S. § 15-203(A)(38).

e. Maintain a program of supervision that enforces the policies and procedures of District. In order to maintain the program, Provider shall designate one or more on-site staff as the supervisor and/or Provider contact who will be responsible for addressing and responding to Provider Employees. The designated on-site supervisor and/or Provider contact shall be trained by Provider in regard to (i) applicable workers’ compensation laws; (ii) applicable equal employment opportunity laws, regulations and policies, including reporting procedures; and (iii) workplace violence prevention, including the detection of early warning signs of violence and the proper reporting of threats and acts of violence. The supervisor and/or Provider contact shall promptly notify District and the applicable Schools of any human-resource-type issue raised by a Provider Employee that may affect District or such Schools, such as threats of violence, harassment, discrimination or retaliation.

f. Provide to Provider Employee information regarding his or her obligation to comply with all of District’s safety, drug/alcohol, work policies, anti-harassment, anti-discrimination and anti-retaliation policies. Provider will establish a complaint and/or reporting procedure for violations of policies and instruct Provider Employees on the use of the procedure. Provider shall obtain written acknowledgement from the Provider Employee that s/he has read, understood and agrees to abide by those policies and procedures.

g. Provide annual harassment, discrimination, retaliation, abuse and neglect training for all Provider Employees, or ensure Provider Employees participate in similar training provided by District. Provider shall maintain a record of all such training.

h. Inform Provider Employee in writing that s/he is employed by Provider, not District.

i. Inform Provider Employee in writing that job-related illness/injury reports are to be made to the supervisor or Provider contact and provide information on where and how reports are to be made to the Provider contact.
j. Prepare and distribute an Employee Handbook to Provider Employees that identifies and explains Provider's policies and procedures that will be followed during the course of Provider Employees' employment with Provider.

k. Notify Provider Employees in writing that the only benefits they will receive will be from Provider, and that they are not entitled to any benefits from District.

l. Be solely responsible for administrative employment matters regarding Provider Employees including, but not limited to, all payroll and payroll income tax withholding matters, payment of workers' compensation premiums and funding of appropriate fringe benefit programs. Provider agrees to hold harmless District from any and all taxes, assessments or governmental charges in connection with its employment of Provider Employees. District will immediately forward to Provider any garnishment orders, involuntary deduction orders, notices of IRS liens, and other forms of legal process received by District affecting payment of wages to Provider Employees and will cooperate with Provider in responding thereto.

m. Comply, and be responsible for, Provider Employees' compliance with all health and safety laws, regulations, ordinances, directives, and rules imposed by controlling federal, state, or local governments, and report all work-related accidents involving a Provider Employee within 24 hours to District. Provider will provide, or ensure that all Provider Employees use, personal protective equipment as required by federal, state, local law, regulations, ordinances, directive or rule. Provider reserves the right to audit safety activities. Provider or its workers' compensation carrier has the right to inspect District's premises and operation, but is not obligated to conduct any inspections and either may give reports to District on the conditions found at District's worksites. District will supply documentation related to safety activities as prescribed by law (e.g. safety meeting, training, maintaining OSHA log). Neither Provider's insurer nor Provider warrants the result of the inspections or the absence thereof, or that the operations or premises are in compliance with any laws, regulations, codes or standards.

n. Pay Provider Employees in compliance with applicable wage and hour laws including, but not limited to, the Fair Labor Standards Act ("FLSA") and Arizona Labor Code. Provider shall maintain complete and accurate records of all wages paid to a Provider Employee assigned to provide services to District. Provider shall be exclusively responsible for and will comply with applicable law governing the reporting and payment of wages, payroll-related and unemployment taxes attributable to wages paid to Provider Employees assigned to provide services to District.

o. Be responsible for the quality, adequacy and safety of the Services provided by Provider Employees pursuant to this Agreement, and the acts, errors or omissions of Provider Employees at all times.

p. Be responsible for, and hold District harmless from, claims of Provider Employees arising from any act, error or omission of Provider allocated to Provider or shared by Provider and District under this Agreement.

q. Assist District to comply with A.R.S. § 15-512(h) by providing to District, or directing Provider Employees to visit District's Human Resources Department to provide, a set of identify-verified fingerprints for submission to the Arizona Department of Public Safety for the purpose of obtaining a current criminal history report for Provider Employees.
Exhibit "B"

Employee Agreements
(copies to be attached)
Exhibit "C"
Fee Schedule
Exhibit "D"
Provider Compensation Schedule

Compensation: Provider Compensation is computed by number of days Provider Employees work during designated month, times their Daily Rate of Pay. Refer to Exhibit "C". Provider will invoice the District monthly, at agreed upon offered contractual salary at 80% of exit salary for internal Provider Employees and agreed upon offered contractual salary for external Provider Employees, and Service Fee (4%) plus all applicable direct payroll costs (e.g., Fica & Medicare, AZ Unemployment, Federal Unemployment, Worker's Compensation (professional/classified), payable within seven (7) days of receipt of invoice.

Addendum Pay: The District will pay the Provider for Provider Employees that have qualified for additional compensation and/or additional duties, such as coaching, department chair, sponsor of student club, etc. Provider will invoice the District, for agreed upon Addendum Pay at 80% for Provider Employees and Service Fee (4%) plus all applicable direct payroll costs (e.g., Fica & Medicare, AZ Unemployment, Federal Unemployment, Worker's Compensation (professional/classified). The method and timing of payment of such "Addendum Pay" shall be in accordance with the performance of such service.

Holiday Pay: Staff for nine (9), ten (10), and twelve (12) month positions will receive holiday pay consistent with the District's employees in similar positions, and upon approval from Provider and the District.

Reimbursement:

(a) The District will pay provider for provider employee travel consistent with District procedures.
(b) District will reimburse Provider for Provider's out-of-pocket costs to provide Medical Insurance coverage to Provider Employees pursuant to Section 5(c) of this Agreement.

Discretionary Leave Days: The District will provide substitute coverage for each Provider Employee, 10 days (10) upon the initial placement of a Provider Employee. Employees of Provider will report their discretionary leave days according to District guidelines. In the event a Provider Employee exceeds ten leave days, the Provider will invoice the District less the daily rate of pay per Provider Employee absence for each day missed greater than ten (10) days.

Vacation Days: The District will pay provider for Provider Employee vacation days consistent with District employees in similar positions. Provider may then grant such vacation time to its Provider Employees as deemed appropriate. Provider employees will schedule their vacation days according to District guidelines. In the event a Provider Employee exceeds allocated vacation days, the Provider will invoice the District less the daily rate of pay per Provider Employee absence for each day missed greater than the allocated days.

Electronic Access: The District will provide each Provider Employee access to electronic and technological tools allowing for participation and function of normal District duties (e.g., e-mail, internet, cell phones etc.). Provider Employees agree to follow all District guidelines and policies regarding use of the same, understanding the use of electronic and technological tools are to be used for business use only.

Use of District Vehicles: Subject to authorization by Provider Employee's District supervisor, the District will provide Provider Employee with access to and use of a District owned vehicle for the purpose of conducting District business. Any and all expenses, liabilities and insurance relating to the use of the District vehicle by Provider Employee will be the sole responsibility of the District. Provider will provide Provider Employee with information regarding [his] [her] obligation to maintain a current Arizona driver's licenses and to comply with all of District’s safety policies and guidelines concerning use of District vehicles authorized for use by Provider Employee, as well as federal, state and local laws and regulations, if any, applicable to such use.
Dysart Unified School District  
February 5, 2014  
Regular Governing Board Meeting

“Exceeding standards, future ready”

GOVERNING BOARD ITEM

AGENDA ITEM:  *Recommendation for Approval of the Listed Cooperative Purchase Over the $100,000 Threshold for the 2013-2014 Fiscal Year

<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></td>
</tr>
<tr>
<td>Cost: See Below</td>
<td></td>
<td>Funding Source: M&amp;O</td>
<td></td>
</tr>
</tbody>
</table>

EXECUTIVE SUMMARY:

It is recommended the Governing Board approve the following Cooperative Purchase over the $100,000 threshold for the 2013-2014 fiscal year.

ESTIMATED ANNUAL PURCHASE

- Humanus Corporation – GPPCS
  Special Education Teacher
  $262,000

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the listed Cooperative Purchase over the $100,000 threshold for the 2013-2014 fiscal year.

SUBMITTED BY: [Signature]  
SUPERINTENDENT: [Signature]  
ACTION BY BOARD: Motion:  
Second:  
Vote:  
AGENDA ITEM:  

Page 1 of 1

Action/Consent X  Action/Discussion  Information  Supporting Data X

Cost:  
Funding Source:  M&O, Title Funds, 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 January 22, 2014 through February 5, 2014 as presented.

SUBMITTED BY:  
SUPERINTENDENT:  

ACTION BY BOARD:  Motion:  Second:  Vote:  AGENDA ITEM: 3
NEW HIRE

**CLASSIFIED STAFF**

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eaton, Craig</td>
<td>Maintenance Worker</td>
</tr>
<tr>
<td>Hickey, Thomas</td>
<td>Maintenance Worker</td>
</tr>
<tr>
<td>Nissen, Allen</td>
<td>Field Technician</td>
</tr>
<tr>
<td>Safdary, Yasin</td>
<td>Bus Driver</td>
</tr>
<tr>
<td>Shreeve, Kent</td>
<td>Skilled Maintenance Worker</td>
</tr>
<tr>
<td>Strickland, Lorna</td>
<td>Instructional Assistant SPED SAT</td>
</tr>
<tr>
<td>Taylor, Josef</td>
<td>Field Technician</td>
</tr>
<tr>
<td>Thibault, Michaela</td>
<td>Crossing Guard</td>
</tr>
<tr>
<td>Tomlinson, Dean</td>
<td>Instructional Assistant 1:1</td>
</tr>
</tbody>
</table>

**SUBSTITUTE TEACHERS**

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

Carberry, Patricia
Denham, Debbie
Garner, Michelle
Lawson, Rebecca
Young, Ronald

REQUEST FOR LEAVE OF ABSENCE WITHOUT PAY

**CERTIFIED STAFF**

<table>
<thead>
<tr>
<th>NAME</th>
<th>DATES</th>
<th>ASSIGNMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Palik, Susan</td>
<td>08/01/2014 – 05/22/2015</td>
<td>Teacher</td>
</tr>
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</table>

REQUEST FOR EXTENDED LEAVE

**CLASSIFIED STAFF**

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<thead>
<tr>
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<th>DATES</th>
<th>ASSIGNMENT</th>
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</thead>
<tbody>
<tr>
<td>Gonzalez, Cynthia</td>
<td>09/30/2013 – 02/27/2014</td>
<td>Bus Aide</td>
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</table>

RESIGNATION

**ADMINISTRATIVE STAFF**

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<thead>
<tr>
<th>NAME</th>
<th>REASON</th>
<th>EFFECTIVE</th>
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<tbody>
<tr>
<td>Truett, Dannene</td>
<td>Retirement</td>
<td>06/30/2014</td>
</tr>
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CERTIFIED STAFF

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<th>EFFECTIVE</th>
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<tbody>
<tr>
<td>Beagin, Patricia</td>
<td>Not Returning from LOA</td>
<td>05/23/2014</td>
</tr>
<tr>
<td>Brown, Zachary</td>
<td>Personal</td>
<td>05/23/2014</td>
</tr>
<tr>
<td>Calvert, Ann</td>
<td>Mutually Agreed/Administration Supports Waiver of Liquidated Damages</td>
<td>01/24/2014</td>
</tr>
<tr>
<td>Garcia, Stephanie</td>
<td>Personal</td>
<td>05/23/2014</td>
</tr>
<tr>
<td>Gohn, John</td>
<td>Personal</td>
<td>05/23/2014</td>
</tr>
<tr>
<td>LeBlanc, Kimberly</td>
<td>Not Returning from LOA</td>
<td>05/23/2014</td>
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<td>Maldonado, Wendy</td>
<td>Personal</td>
<td>05/23/2014</td>
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<td>Watson, Todd</td>
<td>Personal</td>
<td>05/23/2014</td>
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SUBSTITUTE TEACHER

<table>
<thead>
<tr>
<th>NAME</th>
<th>REASON</th>
<th>EFFECTIVE</th>
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<tbody>
<tr>
<td>Young, Raya</td>
<td>Personal</td>
<td>01/24/2014</td>
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</table>

CLASSIFIED STAFF

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<tr>
<th>NAME</th>
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</thead>
<tbody>
<tr>
<td>Daugherty, Carmen</td>
<td>Personal</td>
<td>01/31/2014</td>
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<tr>
<td>Gacey, Nan</td>
<td>Retirement</td>
<td>05/22/2014</td>
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<tr>
<td>Hebert, Cynthia</td>
<td>Personal</td>
<td>01/31/2014</td>
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<tr>
<td>Kearney, Samantha</td>
<td>Personal</td>
<td>02/28/2014</td>
</tr>
<tr>
<td>Smith, Traci</td>
<td>Personal</td>
<td>01/31/2014</td>
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</tbody>
</table>

SUPPLEMENTAL COMPENSATION

Staff will be paid for Additional Hours Classified.

Adamoli, Rebecca         Flores, Esperanza   Lomeli, Mary
Camacho, Maria           Flores, Rosa        Lowry, Seth
Camacho, Sandra          Flores, Socorro      Ly, Helen
Castaneda, Elizabeth     Gallegos, Lisa      Marhenke, Mary
Cross, Cynthia           Gomez, Maria         Mendoza, Irma
Dabney, Michelle         Gomez, Sara          Munoz, Guillermima
Diaz, Patricia           Hernandez, Irma       Oliva, Maria
Ducusin, Alexis          Himmelstein Alessi, Doretta | Oliveira, Maria
Eccles, Eryn D           Holliday, Betty      Parker, Tammy
Evans, Christine         Levario, Teresa      Pearce, Vicki
Falcon, Marylou          Lewandowski, Melinda  Pellerin, Courtney
Fischer, Yelena          Lindley, Melissa     Province, Constance
Raymond, Diana          Turchin, Christina          Yacob, Mona
Reish, Jeanette          Vera, Olga

**Staff will be paid per MOU for Teaching and Tutoring.**

| Burnett, Carmen | Jones, Lisa | Szlanfuch, Cynthia |
| Chantarojwong, Thasaneek | Kaylor, Sara | Thompson, Aza |
| Clark, Angelique | Ketschek, Frank | Vandeusen, Andrea |
| Dancer, Jennifer | Kinane, Tracy | Wiley, Kimberly |
| Gonzalez, Elena | Nietert, Arrick |
| Hunley, Lindsay | Porretta, Julie |

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

| Anaya, Heather | Fontana, Carol | Mendoza, Henry |
| Atkinson, Karen | Hanks, Cynthia | Mulvey, Marissa |
| Church, Michael | Kellner, Judith | Rich, Taylor |
| Ellison, Jeffrey | Kostreva, Katie | Salahuddin, Eyshon |
| Estep, Lynn | Leon, Jennifer | Srebernak, Paul |
| Flanigan, Keely | Martin, Jennifer | Thornton, Maryann |

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

| Altamirano, Annette | Isherwood, Debra | Reed, Monica |
| Anaya, Heather | Keough, Tracee | Renteria, Elisabeth |
| Barteski, Karen | Lawler, Susan | Scholtz, Brandon |
| Blackburn, Makenzie | McCleery, Randal | Schrader, Susan |
| Braun, Jeff | McNeese, Chantell | Sherman, Joshua |
| Collier, Matthew | Minnesota, Dorothy | Stockton, Amanda |
| Conklin, Amber | Nebel, Pamela | Toniazza, Joseph |
| Donajkowski, Amanda | Perla, Juan | Trest, Kristin |
| Fleming, Patricia | Platzbecker, Eileen |
| Hein, Jessica | Plitzuweit, Rachel |

**Staff will be paid per MOU for AIA State Play-offs Coach.**

| Evans, Jeff | Garcia, Bernice | Tipton, Enrico |
| Frazer, Theron | Long, Matthew |

**Staff will be paid per MOU for Game Worker Assignments.**

Cooney, Christopher

**Staff will be paid per MOU for Game Supervisor.**

Bedolla, Xavier          Boersma, Sharon

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

| Eimers, Alanna | Moon Dyke, Alyssa | Smith, Dawn |
| McClaine, Christine | Rich, Taylor |
February 5, 2014 Governing Board Meeting

Staff will be paid per MOU for High School 6th Section.
Korpan, Dennis          Paine, Katelynn
Ostrus, David           Wood, Kurt

Staff will be paid per MOU for Online Course Creator.
Larsen, Thomas          Malic, Jennifer         Miller, Cathi

Staff will be paid per MOU for Curriculum Writing.
Larsen, Thomas

Staff will be paid per MOU for National Board Certification.
Boore, Danielle
AGENDA ITEM:  *Approval of the Minutes of the January 22, 2014 Governing Board Meeting

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

Cost:  N/A  Funding Source:  N/A

EXECUTIVE SUMMARY:

It is recommended the Governing Board approve the minutes of the January 22, 2014 Governing Board Meeting.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the minutes of the January 22, 2014 Governing Board Meeting.

SUBMITTED BY:  

SUPERINTENDENT:  

ACTION BY BOARD:  Motion:  _____  Second:  _____  Vote:  _____  AGENDA ITEM:  4
DYSART UNIFIED SCHOOL DISTRICT #89
MINUTES: GOVERNING BOARD – STUDY SESSION & REGULAR MEETING
2013-2014
January 22, 2014
Location: Nathaniel Dysart Education Center

STUDY SESSION

The study session was called to order at 4:00 PM and concluded at 5:50 PM. A quorum of Board members was present; namely, Traci Sawyer-Sinkbeil, Jennifer Tanner, and Bonnie Schroader. Blossom Tande and Jerry Eynon were absent. Information regarding the listed schools’ continuous improvement plans was presented in two parts. The Director of Research & Accountability presented a summary of data analysis and targeted areas of focus. The site administrators presented information regarding understanding site needs, as well as actions needed for improvement. Appendix A.

Valley Vista High School
Surprise School
West Point School
Ashton Ranch School
Countryside School
Thompson Ranch School

I. REGULAR MEETING - GENERAL FUNCTION

1. Ms. Traci Sawyer-Sinkbeil, Governing Board President, called the regular meeting to order at 6:02 p.m. Governing Board members constituting a quorum were present; Traci Sawyer-Sinkbeil, Jennifer Tanner, and Bonnie Schroader. Jerry Eynon and Blossom Tande were absent.

2. Ms. Sawyer-Sinkbeil led the Pledge of Allegiance.

3. A motion by Sawyer-Sinkbeil/Tanner 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 Valley Vista Monsoon Unified Special Olympics Flag Football team was recognized for their participation in a National Invitational Tournament on November 16th and 17th held at the University of Maryland. During the inaugural Unified Football season, Valley’s team of 12 partners and athletes were undefeated in conference play. They carried their competitive momentum into the National Tournament and continued their unbeaten streak to win the Championship.
     • All the partners involved in the development and completion of the District’s 10.4 megawatt solar panel project were recognized; Kennedy Partners, Constellation Construction, Gilleland Brubaker Architects and
     • The Spotlight Video, Math Practices, was shown.
   • Superintendent Update – Dr. Pletnick shared additional information regarding the January 30-31, 2014 Wyoming Educators visit to Dysart and Vail districts. The purpose of the visit is to learn more about 21st Century Learner initiatives with a focus on the use of technology and innovative options to support student success. She also shared information about an upcoming opportunity to share Rachel’s Challenge with local faith-based groups in an effort to make it a community-wide initiative. Daryl Scott, Rachel’s father, will be in Arizona on February 20th and is available to speak to the group. She announced February 3-7 is National Counseling Week.
• Governing Board
  • Ms. Traci Sawyer-Sinkbeil attended Sundown's Information Night at Peter Piper Pizza. In addition, she participated in a webinar on working with your state legislator to advocate for education.
  • Bonnie Schroader attended Valley Vista's Freshman night. It was very well attended.
  • Jennifer Tanner congratulated district staff for pursuing and achieving National Board Certification.

5. Audience with Individuals or Groups
Mr. Anthony Chavez addressed the Governing Board with his concerns regarding Community Outreach practices in facilitating the rental of district facilities.

ACTION/CONSENT

A motion by Schroader/Sawyer-Sinkbeil was entered to approve the consent items as **UNANIMOUS** presented.

**ACTION/CONSENT**

1. Recommendation to Approve the Contract Proposals for Consulting Services with Clark Consulting and Training, Inc., for English Language Acceleration/AZELLA Prep Consulting Services at El Mirage and Thompson Ranch Schools and Authorize the Associate Superintendent for Academic Services to Sign the Agreement and Any Affiliated Documents
   Approved **UNANIMOUS**

2. Recommendation to Approve the License Agreement with Global Spectrum-University of Phoenix Stadium for Graduation Services and Authorize the Assistant Superintendent for Employee and Public Relations to Sign the Agreement and Any Affiliated Documents
   Approved **UNANIMOUS**

3. Recommendation to Approve the Student Teaching Affiliation Agreement With Grand Canyon University and Authorize the Assistant Superintendent for Employee and Public Relations to Sign the Agreement and Any Affiliated Documents
   Approved **UNANIMOUS**

4. Recommendation to Approve the Vehicle Use Agreement With Event Management Consultants, LLC and Authorize the Assistant Superintendent for Support Services to Sign the Agreement and Any Affiliated Documents
   Approved **UNANIMOUS**

5. Revision of the District School Calendar for the 2013-2014 School Year
   Approved **UNANIMOUS**

6. Recommendation to Approve the Non-Renewal of Contracts for Administrative Staff for the 2014-2015 School Year
   Approved **UNANIMOUS**
Approved the non-renewal of administrative staff as listed (Betty Jean Hunt and Larry Lawrence) for the 2014-2015 school year and authorized the Assistant Superintendent for Employee and Public Relations on behalf of the Governing Board to provide written notice of non-renewal prior to April 5, 2014.

   Approved

8. Approval of the Minutes of the January 8, 2014 Governing Board Meeting
   Approved

9. Recommendation Regarding Concerns and Complaints About Personnel – Formal Complaint FC-1406
   Upheld the Superintendent’s Findings in the Matter of Formal Complaint FC-1406.

10. Hearing Officer’s Recommendation(s) for Long Term Suspension
    Accepted the Hearing Officer’s recommendation to long term suspend students in the matter of Student Discipline Hearings HOR1314-010 and HOR1314-012.

11. Recommendation to Approve Overnight and Out-of-State Travel
    Approved as listed. Appendix B

12. Revision of Student Attendees for the Out of State Travel of Valley Vista High School Spiritline Members and Chaperones to Attend the USA West Coast Spirit Nationals Competition in Anaheim, CA, March 27-31, 2014
    Approved the out of state travel of twenty-seven Valley Vista High School Spiritline members and four chaperones to attend the USA West Coast Spirit Nationals Competition in Anaheim, CA, March 27-31, 2014.

13. Acceptance of Donations, Gifts and Grants
    Accepted

14. Extra-Curricular Tax Credit Fund and Student Activities Fund Reports for the Month of December 2013
    Acknowledged receipt of the Extra Curricular Tax Credit Fund and the Student Activities Fund reports for the month of December 2013.

15. Approval/Ratification of Payroll Vouchers 34, 7566, 35, 7567, 36. 7568 and 37 in the Amount of $9,232,991.50
    Approved/Ratified

16. Approval/Ratification of Expense Vouchers 1028, 1029 and 1030 in the Amount of $1,583,790.81
    Approved/Ratified

**ACTION/DISCUSSION**
17. Approval of Statement of Charges Recommending Dismissal of Certificated Teacher M. Bucesek-Edmunds
   A motion was entered by Schroader/Tanner to adopt the Statement of Charges and Notice of Intent to Dismiss Marusea Bucesek-Edmunds – Certificated Teacher.
   UNANIMOUS

18. Approval of Statement of Charges Recommending Dismissal of Certificated Teacher E. Behling
   A motion was entered by Tanner/Schroader to adopt the Statement of Charges and Notice of Intent to Dismiss Erin M. Behling – Certificated Teacher
   UNANIMOUS

19. Recommendation for Approval of the Dysart District Reorganization Plan
   After discussion a motion by Sawyer-Sinkbeil/Tanner was entered to approve the Dysart District Reorganization Plan. Mrs. Schroader cast the dissenting vote.
   MOTION CARRIES 2 – YES 1 – NO

Dr. Gail Pletnick presented information regarding the direction taken by the district since 2007 in developing and implementing programs and initiatives to develop new century learners, increase student achievement and graduate students ready for college, career and life in a globally competitive economy. The next step as defined in the 2014-2017 Strategic Plan is to prepare 21st century students who exhibit collaboration, communication, creativity and critical thinking. The reorganization plan provides for personalized 21st century instructional support to promote and facilitate the comprehensive integration of 21st century skills such as collaboration, communication, creativity, critical thinking and problem solving into curricula, professional development, and instructional practices. Appendix C

Ms. JoMarie Russo-Prunier, Kingswood Gifted Specialist, addressed the Governing Board and expressed her concern that eliminating the Gifted Specialist position will be detrimental to the Gifted Program.

The Governing Board asked clarifying questions and expressed concerns regarding elimination of some positions.

20. Recommendation to Approve the Non-Renewal of Contracts for Certificated Staff for the 2014-2015 School Year
   A motion by Tanner/Sawyer-Sinkbeil was entered to approve non-renewal of certificated staff as listed (Monica Chagolla and Jennifer DiNello) for the 2014-2015 school year and authorized the Assistant Superintendent for Employee and Public Relations on behalf of the Governing Board to provide written notice of non-renewal prior to April 15, 2014.
   UNANIMOUS

**INFORMATION - NONE**
CALL FOR EXECUTIVE SESSION

A motion by Sawyer-Sinkbeil/Schroader was entered to recess to executive session for discussion of A.R.S. 38.431.03 and A.R.S. §15-843 UNANIMOUS

A.R.S. 15-843 - To review the hearing officer’s recommendation for expulsion and take action in the matter of Discipline Hearing HOR13-14-011.

RECESSING OF REGULAR MEETING FOR EXECUTIVE SESSION – 7:57 – 8:12 p.m.

The executive session was called to order at 8:00 p.m. The following individuals were present; Traci Sawyer-Sinkbeil, Jennifer Tanner, Bonnie Schroader, Gail Pletnick, Quinn Kellis, Amy Hartjen and Linda Price, recording secretary.

Pursuant to A.R.S. 38-431.03, Ms. Sawyer-Sinkbeil read the confidentiality statement.

The executive session concluded at 8:12 p.m.

RECONVENE REGULAR MEETING

REQUESTS FOR FUTURE AGENDA ITEM(S) – NONE

ADJOURNMENT

On a motion entered by Sawyer-Sinkbeil/Tanner and by a unanimous vote, the meeting ended at 8:14 p.m.

Signed

February 5, 2014
AGENDA ITEM:  *Hearing Officer’s Recommendation(s) for Long Term Suspension

EXECUTIVE SUMMARY:

The Hearing Officer for the Dysart Unified School District, conducted discipline hearings for violation of Governing Board Policy Section(s) 10.22 and the student “Informational Handbook” and recommends the student(s) in the matter of Student Discipline Hearing(s) listed be long term suspended.

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

HOR1314-013

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) HOR1314-013.

SUBMITTED BY:  
SUPERINTENDENT:  

ACTION BY BOARD:  Motion:  Second:  Vote:  AGENDA ITEM:  5
<table>
<thead>
<tr>
<th>DISCIPLINE HEARING NO.</th>
<th>HEARING DATE</th>
<th>HEARING OFFICER</th>
<th>SCHOOL</th>
<th>CHARGES</th>
<th>HEARING OFFICER'S ORDER</th>
<th>TERM</th>
<th>ASSIGNMENT TO ALTERNATIVE PROGRAM</th>
<th>RETURN TO SCHOOL</th>
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<tbody>
<tr>
<td>HOR1314-013</td>
<td>1/16/2014</td>
<td>B. Surloff</td>
<td>KGWES</td>
<td>Assault and Death Threat with Weapon</td>
<td>Long Term Suspension</td>
<td>Remainder of 2013-2014</td>
<td>N/A</td>
<td>8/8/14</td>
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GOVERNING BOARD ITEM

AGENDA ITEM: *Recommendation to Approve Overnight and Out-of-State Travel

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

Cost: See Attached  Funding Source: See Attached

EXECUTIVE SUMMARY:
Administration recommends approval of the listed overnight and out-of-state travel requests.

BOARD ACTION REQUESTED:
It is recommended the Governing Board approve the overnight and out-of-state travel as listed.

SUBMITTED BY: [Signature]  SUPERINTENDENT: [Signature]

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

Page 1 of 1
<table>
<thead>
<tr>
<th>Site</th>
<th>Date</th>
<th>Event</th>
<th>Purpose</th>
<th>Attendees</th>
<th>Cost</th>
<th>Funding</th>
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</thead>
<tbody>
<tr>
<td>Dysart High School</td>
<td>March 27-31, 2014</td>
<td>USA WestCoast Spirit Nationals Competition, Anaheim, CA</td>
<td>Participate in the USA Regional Competition</td>
<td>51 students, 4 coaches and 3 chaperones</td>
<td>$31,850</td>
<td>Club Funds, Booster, Sponsor Donations, Student Contribution</td>
</tr>
<tr>
<td>Dysart High School</td>
<td>March 2-4, 2014</td>
<td>DECA 2014 Arizona Career Development Conference, Phoenix, AZ</td>
<td>Participate in state level competition; a qualifying event for the International Conference</td>
<td>25 students, 3 chaperones</td>
<td>$6,100</td>
<td>West-MEC, DECA Club and Student Contribution</td>
</tr>
<tr>
<td>Valley Vista High School</td>
<td>April 10-12, 2014</td>
<td>2014 FCCLA State Leadership Conference, Tucson, AZ</td>
<td>Participate in competitive events and career development activities</td>
<td>12 students, 1 advisor and 2 chaperones</td>
<td>$6,960</td>
<td>West-MEC, FCCLA Club and Student Contribution</td>
</tr>
<tr>
<td>Valley Vista High School</td>
<td>March 7-8, 2014</td>
<td>Wrangler Round-Up Softball Tournament, Wickenburg, AZ</td>
<td>Tournament Play</td>
<td>20 students and 4 coaches</td>
<td>$1,100</td>
<td>Softball Booster, Student Contribution and Athletic Funds</td>
</tr>
<tr>
<td>Willow Canyon and Valley Vista High Schools</td>
<td>May 2-7, 2014</td>
<td>2014 DECA International Career Development Conference, Atlanta, GA</td>
<td>Participate in International Competition and receive leadership/officer training</td>
<td>35 students and four advisors / chaperones</td>
<td>$47,808</td>
<td>West-MEC, DECA, Student Contribution and Tax Credit</td>
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<tr>
<td>District Office</td>
<td>February 17-19, 2014</td>
<td>Gates Foundation Elevating and Celebrating Effective Teaching and Teachers Convening, Salt Lake City, UT</td>
<td>Deepen knowledge of 21st Century skills and practices and obtain information to be used to create future professional development for teachers</td>
<td>Kristie Martorelli</td>
<td>No Cost to the District</td>
<td>Not Applicable</td>
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# Overnight and/or Out-of-State Travel

**February 5, 2014**

**Consent Agenda**

<table>
<thead>
<tr>
<th>Site</th>
<th>Date</th>
<th>Event</th>
<th>Purpose</th>
<th>Attendees</th>
<th>Cost</th>
<th>Funding</th>
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<tr>
<td>Sunset Hills School</td>
<td>March 12-15, 2014</td>
<td>2014 Teaching and Learning Conference, Washington D.C.</td>
<td>Enhance Dysart's National Board Candidate program by obtaining information to be used for future district workshops</td>
<td>Teacher of the Year</td>
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<td>M&amp;O Professional Development Funds</td>
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<td>Valley Vista High School</td>
<td>March 10-14, 2014</td>
<td>2014 U.S. Marine Corps Educators' Workshop, San Diego, CA</td>
<td>Gather information to better advise students interested in military careers</td>
<td>Assistant Principal</td>
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AGENDA ITEM:  *Revision of Dates for the Overnight Travel of Twenty-five Dysart High School JROTC Students and Three Chaperones to Attend the Spring Encampment at Fort Huachuca, AZ, April 25-29, 2014

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

Cost:  ______  $0.00  Funding Source:  ______  United States Army  

EXECUTIVE SUMMARY:

At its January 8, 2014 meeting, the Governing Board approved the overnight travel of twenty-five Dysart High School JROTC students and three chaperones to attend the Spring Encampment at Fort Huachuca, AZ, February 28-March 1, 2014. Since that meeting, the ROTC group was notified that the dates for the travel have changed. It is requested the Governing Board approve the attendance of twenty-five ROTC Dysart High School JROTC members and three chaperones to attend the Spring Encampment at Fort Huachuca, AZ, April 25-29, 2014.

BOARD ACTION REQUESTED:

It is recommended that the Governing Board approve the overnight travel of twenty-five Dysart High School JROTC students and three chaperones to attend the Spring Encampment at Fort Huachuca, AZ, April 25-29, 2014.
AGENDA ITEM:  *Approval/Ratification of Expense Vouchers 1031, 1032 and 1033 in the Amount of $2,666,057.38

EXECUTIVE SUMMARY:

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<tr>
<th>DATE</th>
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<th>AMOUNT</th>
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<td>$1,239,895.27</td>
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<td>01/16/14</td>
<td>1032</td>
<td>$1,438.07</td>
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<tr>
<td>01/23/14</td>
<td>1033</td>
<td>$1,424,724.04</td>
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<td></td>
<td></td>
<td>TOTAL $2,666,057.38</td>
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BOARD ACTION REQUESTED:
It is recommended the Governing Board approve/ratify expense vouchers 1031, 1032 and 1033 in the amount of $2,666,057.38.

SUBMITTED BY:  [Signature]  SUPERINTENDENT:  [Signature]  ACTION BY BOARD:  Motion:   Second:   Vote:   AGENDA ITEM:   8
DYSART UNIFIED VOUCHER

Voucher No: 1031  Voucher Date: 01/16/2014  Prepared By: [Signature]

Printed: 01/15/2014 09:12:38 AM

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $1,239,791.27 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2013 to June 30, 2014 (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

BONNIE SCHROADER  CLERK

JENNIFER TANNER  MEMBER

BLOSSOM TANDE  MEMBER

JERRY EYNON  MEMBER

DYSART UNIFIED

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<td>STUDENT ACTIVITIES</td>
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<td>960</td>
<td>SELF INSURANCE</td>
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**Total Amount:** $1,239,791.27
DYSART UNIFIED VOUCHER

Voucher No: 1032  Voucher Date: 01/16/2014  Prepared By: [Signature]

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $1,438.07 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2013 to June 30, 2014 (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

BONNIE SCHROADER  CLERK

JENNIFER TANNER  MEMBER

BLOSSOM TANDE  MEMBER

JERRY EYNON  MEMBER

DYSART UNIFIED

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$1,438.07
DYSART UNIFIED VOUCHER

Voucher No: 1033  Voucher Date: 01/23/2014  Prepared By: [Signature]

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $1,424,724.04 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2013 to June 30, 2014 (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

BONNIE SCHROADER  CLERK

JENNIFER TANNER  MEMBER

BLOSSOM TANDE  MEMBER

JERRY EYNON  MEMBER

DYSART UNIFIED

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**Total Amount:** $1,424,724.04


**GOVERNING BOARD ITEM**

**AGENDA ITEM:** *Approval/Ratification of Payroll Vouchers 7569 and 38 in the Amount of $5,471,645.12*

<table>
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<tr>
<th>Action/Consent</th>
<th>Action/Discussion</th>
<th>Information</th>
<th>Supporting Data</th>
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**EXECUTIVE SUMMARY:**

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<th>AMOUNT</th>
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<td>01/31/14</td>
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<td>$ 175,382.08</td>
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<td><strong>TOTAL</strong></td>
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<td><strong>$ 5,471,645.12</strong></td>
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**BOARD ACTION REQUESTED:**

It is recommended the Governing Board approve/ratify payroll vouchers 7569 and 38 in the amount of $5,471,645.12.

**SUBMITTED BY:** [Signature]  **SUPERINTENDENT:** [Signature]

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

Voucher No: 7569  Voucher Date: 01/31/2014  Prepared By: [Signature]

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $5,296,263.04 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2013 to June 30, 2014 (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

BONNIE SCHROADER  CLERK

JENNIFER TANNER  MEMBER

BLOSSOM TANDE  MEMBER

JERRY EYNON  MEMBER

DYSART UNIFIED

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$5,296,263.04
DYSART UNIFIED VOUCHER

Voucher No: 38  Voucher Date: 01/31/2014  Prepared By: [Signature]

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $175,382.08 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2013 to June 30, 2014 (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.

[Signature]

TRACI SAWYER-SINKBEIL  PRESIDENT

BONNIE SCHROADER  CLERK

JENNIFER TANNER  MEMBER

BLOSSOM TANDE  MEMBER

JERRY EYNON  MEMBER

DYSART UNIFIED

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<td>GIFTS AND DONATIONS</td>
<td>$0.00</td>
</tr>
<tr>
<td>570</td>
<td>INDIRECT COSTS</td>
<td>$0.00</td>
</tr>
<tr>
<td>596</td>
<td>WEST MEC</td>
<td>$1,232.84</td>
</tr>
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</table>

$175,382.08
Dysart Unified School District

“Exceeding standards, future ready”

GOVERNING BOARD ITEM

AGENDA ITEM: Recommendation for Authorization to Issue Notice of Intent Not to Re-employ Certificated Staff for the 2014-2015 School Year

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

Cost: _______________ Funding Source: __________________

EXECUTIVE SUMMARY:

Administration requests the Governing Board authorize the issuance of a Notice of Intent Not to Re-employ the certificated staff members listed below, currently on district-approved leaves of absence. According to Governing Board Policy 7.28, an employee on a leave of absence is required to provide notification of intent to resume employment in writing no later than February 1 of the school year for which leave is granted. Multiple attempts have been made to contact the certificated staff members with no response.

Arrowood, Deean
Densford, Sharon
Duffield, Joshua
Leyva, Jeriell
Rahn, Holly
Spindler, Julie
Williams, Heather
Teacher SPED Resource
Teacher
Teacher
Teacher PE
Teacher
Teacher
K-8 Interventionist

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the non-renewal of contracts as listed, and authorize the Assistant Superintendent for Employee and Public Relations on behalf of the Governing Board to provide written notice of non-renewal prior to April 15, 2014.

SUBMITTED BY: ___________________ SUPERINTENDENT: ____________________

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 10
“Power in the preparation...Excellence in the journey...Success for a lifetime...”

GOVERNING BOARD ITEM

AGENDA ITEM: IT Update

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

Cost: N/A Funding Source: N/A

EXECUTIVE SUMMARY:

Mr. John Andrews will provide information regarding the performance of the new district website including student, staff, parent and community applications, school websites and the roll out of a new mobile application.

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: [1]
AGENDA ITEM: Report From the Dysart Liaison to the City of El Mirage on the January 27, 2014 Meeting

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

Cost: N/A  Funding Source: N/A

EXECUTIVE SUMMARY:

Jennifer Tanner, Liaison, and Gail Pletnick, Superintendent, met with the Mayor of El Mirage and a council person to discuss a variety of topics related to City and School collaborations. This report will provide a summary of topics discussed.

BOARD ACTION REQUESTED:

It is recommended the Governing Board accept the information presented.
Information Technology Department

Online Software Updates

Parent Portal

• Process description
• Security

8849 Accounts with access to 19733 Students
School Websites

- Process
- Accountability
- Future plans
- Timelines

Dysart.org Site update

- Feature Review
- Content Organization
- Future Organization
- Timelines
- Traffic Statistics
Most Visited Pages

- Browse Schools
- iSchool
- School Year Calendars
- Open Enrollment FAQ's
- School Boundaries
- Elemiddle Sports

Approximately 16,000 Visits/day
Since 10/1 the site welcomed:
291k Unique visitors
2.35 Pages/Visit
4:54 Avg. Visit Duration

Open Enrollment

- Process evaluation
- What's next?

Total Families 2058
Total Students 3354
Dysart Students 2634
New Students 720
iPAL or shall I say iPALS

- Getting iPAL ready for the world
- Adding a new software: iShare
- Timelines

New Dysart Mobile App

- Features
- Availability
- Communication to parents
- Added features in the future
GOVERNING BOARD ITEM

AGENDA ITEM: Direction from the Board to the Superintendent Regarding Action Related to Formal Complaint FC-1408

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

Cost: N/A  Funding Source: N/A

EXECUTIVE SUMMARY:

The Governing Board may direct the Superintendent to take action regarding Formal Complaint FC-1408 filed against a District employee.

BOARD ACTION REQUESTED:

It is recommended the Governing Board

SUBMITTED BY:  SUPERINTENDENT:

ACTION BY BOARD:  Motion: _____  Second: _____  Vote: _____  AGENDA ITEM: 12