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/GBM/Agenda.

DYSART UNIFIED SCHOOL DISTRICT
GOVERNING BOARD MEETING AGENDA

REGULAR MEETING

TIME: 6:00 p.m. – Wednesday, February 19, 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
     • Wyoming Department of Education recognition
     • New Century Learning Showcases hosted by Parkview, Early Childhood Center, and Riverview
     • Performance of the Cimarron Springs Choir, under the direction of Danae Marinelli.
     • Lobby Visual Arts Display of student work hosted by Cimarron Springs and Beth Rolfe.
   • 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(I), 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 an Intergovernmental Agreement with Member Dr. Pletnick Districts of the North Valley Education Consortium (NVEC)

2. Recommendation to Approve Settlement Agreement and Release and Custom Dr. Kellis Service Contract with Navistar and Authorize the Assistant Superintendent for Support Services to Sign the Agreement and Any Affiliated Documentation

3. Recommendation for Approval of GSA Contract for Vector Resources, Inc. for Mr. Eaton the 2013-2014 Fiscal Year

4. Recommendation to Approve Personnel Action Items for the Period of February Mr. Dean 5, 2014 Through February 19, 2014

5. Approval of the Minutes of the January 30-31, 2014 Wyoming Educators’ Visit Dr. Pletnick and the February 5, 2014 Governing Board Meeting

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

7. Pilot of Online Instructional Materials for World Languages at Marley Park Dr. Miller Elementary and Countryside Elementary Cambridge Programs and Defined STEM at Canyon Ridge School and Countryside Elementary Programs

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

9. Extra-Curricular Tax Credit Fund and Student Activities Fund Reports for the Mr. Eaton Month of January 2014

10. Acceptance of Donations, Gifts and Grants Mr. Eaton

11. Approval/Ratification of Expense Vouchers 1034, 1035 and 1036 in the Amount Mr. Eaton of $1,781,489.75

12. Approval/Ratification of Payroll Vouchers 7570 and 39 in the Amount of Mr. Eaton $5,066,380.87

ACTION/DISCUSSION AGENDA ITEMS

13. Recommendation for Approval of Administrative, Certified and Licensed Mr. Dean Employee Contract Language for the 2014-2015 School Year

14. Recommendation for Renewal of Eligible Certificated and Licensed Staff, and Mr. Dean Authorization to Issue Employment Contracts for the 2014-2015 School Year

15. Recommendation for Renewal of Eligible Administrative Staff and Mr. Dean Authorization to Issue Employment Contracts for the 2014-2015 School Year

16. Discussion and Possible Action to Provide Direction to the Superintendent Dr. Pletnick Regarding Liaison Meetings with the City of Surprise
INFORMATION AGENDA ITEMS

17. District Demographic Information Update
   Submitted By: Dr. Kellis

18. District Budget Overview
   Submitted By: Mr. Eaton

19. Recommendation for Revision of Governing Board Policies Sections 10.45 and 10.54 – First Reading
   Submitted By: Dr. Kellis

REQUESTS FOR FUTURE AGENDA ITEM(S)

ADJOURNMENT

Motion __________________ Second __________________ Vote ________
AGENDA ITEM:  *Recommendation to Approve an Intergovernmental Agreement with Member Districts of the North Valley Education Consortium (NVEC)

Action/Consent  X  Action/Discussion  ___  Information  ___  Supporting Data  X
Cost:  Determined Annually  Funding Source:  M & O

EXECUTIVE SUMMARY:

It is recommended the Governing Board approve an Intergovernmental Agreement with member districts of the North Valley Education Consortium (NVEC) for the term of five (5) years, 2014-2019.

The purpose of the agreement is to provide cost effective educational programs, activities and services to its member districts and to authorize subsequent agreements for joint exercise of authority in combining resources and facilities to provide services such as (but not limited to) alternative education, joint staff development, and cooperative programs for disabled or exceptional students including work experience programs as authorized by A.R.S. §15-674.E.

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

BOARD ACTION REQUESTED:
It is recommended the Governing Board approve the Intergovernmental Agreement with member districts of the North Valley Educational Consortium (NVEC).

SUBMITTED BY:  [Signature]  SUPERINTENDENT:  [Signature]

ACTION BY BOARD:  Motion:  _____  Second:  _____  Vote:  _____  AGENDA ITEM:  _____ /
NORTH VALLEY
EDUCATIONAL CONSORTIUM

Intergovernmental Agreement
2014-2019

This agreement is entered into between the following school districts as a joint exercise of their powers pursuant to A.R.S. §11-951 et seq.:

I. MEMBER DISTRICTS


II. STATEMENT OF PURPOSE

The purpose of this agreement is to provide cost effective educational programs, activities and services to its member districts and to authorize subsequent Agreements for joint exercise of authority in combining resources and facilities to provide services such as (but not limited to) alternative education, joint staff development, and cooperative programs for disabled or exceptional students including work experience programs as authorized by A.R.S. §15-764.

III. ACTIVITIES

The Consortium shall serve to provide systems to expand and extend the resources of the local member districts through various cooperative endeavors by:

A. Working cooperatively with each other and other educational and governmental organizations, associations and agencies on programs for participating school districts.

B. Undertaking cooperative efforts in the areas of Federal, State and Private funded programs that can benefit the member districts.
C. Combining the expertise and efforts in all the districts to consider state and federal legislation of interest to the school systems and plan cooperatively to meet the laws, rules and mandates resulting from this legislation.

D. Upgrading the level of attainment of all students in all educational areas where commonality exists.

E. Undertaking cooperative programs for the purpose of providing cost-effectiveness in joint programs for the member districts, in such areas as joint purchasing, staff development, computer services, warehousing, curriculum development, special education, alternative education, transportation and so forth.

F. Providing leadership in training programs for both professional and paraprofessional staff as desired by local member districts.

G. Propose and implement separate agreements among consortium districts to carry out the goals of the various activities specialized herein.

IV. TERM

This Agreement shall be effective on the date this Agreement is filed with the Maricopa County Recorder and any other entities as required by Arizona law, and shall continue for a term of five (5) years thereafter, unless earlier terminated as provided herein.

V. GOVERNANCE

The Consortium shall maintain the philosophy that member districts control and guide their own destiny and shall assist and support only those programs identified and desired by member districts.

A. Leadership Council

1. The Consortium will be governed by a Leadership Council that shall be comprised of the Superintendents of the participating school districts. Each district shall be entitled to one vote, which may be cast by the Superintendent, or named designee. Other educational and governmental agencies may be represented at the meetings, but will not have voting rights.

2. The Council will elect a Chairperson and Vice-Chairperson at its annual organizational meeting. The Chairperson will be responsible for setting meeting agendas, presiding at the Council meetings, and establishing those committees, which are needed to carry out the objectives of the Council. The Vice-Chairperson will assume said duties in the absence of the Chairperson.
3. It is understood by all parties to this agreement that decision-making authority with respect to the programs, activities and services of the Consortium is shared equally by all school districts who participate in the intergovernmental agreement and rests with the Leadership Council subject to the duties and responsibilities of the Fiscal Agent as stated above.

B. Powers and Duties of Leadership Council

1. The Leadership Council shall establish annual goals and objectives and implement programs, activities and services to accomplish these goals and objectives.

2. The Leadership Council shall be responsible for evaluating all programs, activities and services undertaken by the Consortium and for recommending the hiring and termination of an executive director and other employees required to carry out said programs, activities and services.

3. The Leadership Council shall annually approve a revenue and fee schedule that will include:
   a) A membership fee for each party to this agreement.
   b) A budget for each program, activity or service based on projected available funding resources.

4. The Leadership Council shall approve new members as outlined by the rules as set forth in this agreement.


6. Recommended changes to the Intergovernmental Agreement will be made on an as needed basis.

VI. MEMBER RIGHTS

The following rights are reserved for each member district:

A. Each Governing Board must approve this agreement for the term of the agreement.

B. A participating member may terminate membership in the Consortium by submitting a written notice to the Council at least ninety (90) days prior to the annual expiration of this agreement.
C. Additional members to the Consortium may be approved with the unanimous vote of members.

D. Members may select to participate in any program, activity, or service of the Consortium.

E. The Consortium may make its particular services available on a contract basis to non-members.

VII. FINANCES

The Consortium shall operate under the following agreements.

A. The annual fee will be determined by the Leadership Council on a per ADM basis. The fee determination will normally take place at the last meeting of the year preceding the year for which the fee is being assessed, though the Leadership Council can vote to assess fee at other times should circumstances dictate a need. The ADM for the year prior to the year for which the fee is being assessed will be used to calculate the assessment.

B. The cost for additional programs, activities and services will be assessed to participating districts on a pro rata basis as determined by Leadership Council.

C. The Consortium may make its particular services available on a contract basis to non-members. The contract shall include the full cost for the non-members.

D. The Paradise Valley Unified School District (hereafter called Fiscal Agent) agrees to be responsible for all accounting and audit functions required by this agreement, including the following duties and responsibilities:

1. Establishing the appropriate accounts with the county treasurer;

2. Preparation and distribution of normal customary financial reports to the Executive Director of the Consortium and the Leadership Council;

3. All payroll functions and activities, including maintenance of records of sick leave, vacation, and other fringe benefit entitlements and reimbursement of approved travel expenses;

4. The Fiscal Agent shall administer all bidding and purchasing of supplies and equipment for the Consortium in conformity with all applicable statutes and regulations governing such activities;
5. The Fiscal Agent will make all of its normal and customary services available to the Consortium, including, but not limited to: printing, duplicating, word processing and warehouse purchasing;

6. The Fiscal Agent will make available office space for the Executive Director and occasional part-time help as approved by the Leadership Council. The Fiscal Agent will provide office supplies and postage and receive reimbursement from the Consortium for the involved cost of such items.

7. In exchange for the provision of the Consortium will pay the Fiscal Agent a fee equal to the approved restricted indirect cost rate as annually adjusted by the ADE. This amount will be assessed against the total expenditures of the Consortium budget, less Capital Outlay, on an annual basis.

8. The Leadership Council will make recommendations to the Fiscal Agent with respect to all matters that must be authorized by the Fiscal Agent, including budget and personnel matters.

VIII. ORGANIZATION AND PROCEDURES

The Leadership Council will adhere to the following principles:

A. Quorum. A majority of the voting members of the Leadership Council shall constitute a quorum for conducting Council business. If a quorum exists at any time during a meeting, a quorum is then determined to exist for the remainder of the meeting, unless challenged by a Leadership Council member.

B. Rules of Order. The business of the Leadership Council shall be conducted under Robert’s Revised Rules of Order, except that the rules may be changed by mutual agreement or a majority vote of the Leadership Council.

C. Voting. Each member (superintendent or designee) of the Leadership Council will have one (1) vote.

D. Calling of Regular Meeting. The Leadership Council will meet bimonthly in accordance with a schedule to be determined by its members. This schedule will be sent to members at the beginning of each school year.

E. Calling of Special Meetings. The Leadership Council shall meet upon three (3) days notice at the call of the Chairman, or any three (3) members of the Council.
IX. LIMITED LIABILITY

No member shall have any additional liability for the debts or obligations of the Consortium except that assessment that has been annually determined by the Leadership Council at its proportionate share, or any other liability the member agrees to assume.

X. MISCELLANEOUS PROVISIONS

A. Nondiscrimination

During the performance of this Agreement, North Valley Educational Consortium and the School District agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, nondiscrimination and affirmative action.

B. Non Appropriations

The North Valley Educational Consortium and the School District recognize that performance by either party hereunder may be dependent upon the appropriation of funds to or by that party. Should either party fail to be appropriated or to appropriate the necessary funds, that party may, with thirty (30) days written notice to the other party, cancel this Agreement without further duty or obligation. Each party agrees to notify the other within fifteen (15) days after the unavailability of such funds comes to the party’s attention.

C. Conflicts of Interest

This agreement is cancelable pursuant to the provisions of A.R.S. § 38-511, the provisions of which are incorporated herein. In the event the work under this Agreement is terminated in whole or in part, the party causing the Agreement to be canceled shall reimburse the other party for its cost and expense specified in such regulation. Both parties will furnish all necessary reports of activities completed or in progress through the date of termination.

D. Insurance

1. Each party shall secure and maintain during the life of this Agreement, statutory worker’s compensation and employer’s liability insurance, commercial general liability, public liability and property damage and automobile liability insurance, including contractual liability, with limits of not less than $1,000,000.00 combined single limit per occurrence and not less than $2,000,000.00 general aggregate. Each party shall retain the option of
discharging this obligation by means of funded self-insurance. Should coverage be provided on a claims-made basis, the reporting period for claims shall be written so that it can be extended for two years. Contractors retained to provide work or service required by the Agreement will maintain Professional Liability Insurance covering acts, errors, mistakes, and omissions arising out of the work or service performed by the Contractor or any person employed by the Contractor, within the limits specified above.

2. The School District shall secure and maintain insurance coverage through Valley Schools Insurance Trust (Paradise Valley Unified, Deer Valley Unified and Peoria Unified only) or shall secure and maintain insurance coverage protecting its personal property against all risk of physical damage or loss for their full replacement cost. The North Valley Educational Consortium shall obtain similar coverage for the personal property it maintains in the School District's Facilities. The School District and the North Valley Educational Consortium hereby mutually waive their respective rights of recovery against each other for any loss insured by property insurance coverage existing for the benefit of the respective parties.

3. All Insurance carriers or carriers contracted by the Valley Schools Insurance Trust shall be approved and shall be in good standing with the Arizona Department of Insurance and possess an A- or better A.M. best rating. Prior to the commencement of this Agreement, the North Valley Educational Consortium and the School District shall provide certificates of insurance evidencing coverage provisions. Each party's coverage shall be endorsed to provide at least thirty (30) days prior written notification of cancellation or material change in coverage.

4. In the event of any third party claim or legal action against both School District and North Valley Educational Consortium, the Parties to this agreement agree to discuss and analyze the benefits of a common but mutual defense against such claim or legal action.

E. Indemnification

To the fullest extent permissible under Arizona law, the Parties shall defend, indemnify, and hold harmless the other, its agents, representatives, officers, director, officials, employees, and volunteers relating to, arising out of, resulting from or alleged to have resulted from any acts related to this Agreement. The Parties duty to defend, indemnify and hold harmless the other, its agents, representatives, officers, directors, officials, employees, and volunteers shall arise in connection with any claim, damage, loss or expense (including, but not limited to attorney’s fees, court costs, and the cost of appellate proceedings) that is attributable to personal or bodily injury, sickness, disease, death, injury to, impairment or destruction of property including the loss of use resulting there from, caused by any act or omission of the Party, their subcontractors, anyone
directly or indirectly employed by them or anyone for whose negligent acts they may be liable arising out of the use of the Facilities. The amounts of insurance coverage requirements set forth above will in no way be construed as limiting the scope of the indemnity to the extent permissible under Arizona law, in these paragraphs.

F. **Time of Essence**

Time is hereby declared to be of the essence for the performance of all conditions and obligations under this Agreement.

G. **Employees: Responsibility**

Employees of the respective parties shall not be considered employees or agents of the other, and the parties agree that they shall retain sole responsibility and authority of the respective employees. Each party agrees that it shall be liable for the acts, errors and omissions of its employees in discharging its obligations under this Agreement.

H. **Assignability** This agreement is non assignable in whole or in part by either party hereto without the written consent of all the Parties.

I. **Authority of Signatory** Each individual executing this Agreement warrants that they are duly authorized to execute and deliver this Agreement.

J. **Choice of Forum** Any suit of actions arising under this Agreement shall be commenced in the Superior Court of the State of Arizona in and for the County of Maricopa, Arizona.

K. **Entire Agreement** This written Agreement and attachments hereto constitutes the entire Agreement between the Parties with respect to the subject matter hereto. It may not be released, discharged, changed or modified, except by an instrument in writing, signed by a duly authorized representative of each of the Parties, except as expressly provided otherwise in this Agreement.

L. **Execution in Counterparts** This agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute by one and the same instrument.

M. **General Compliance with Laws** All Parties are required to comply with all applicable federal and state laws and local ordinances and regulations.

N. **Governing Law** This Agreement shall be construed in accordance with the laws of the State of Arizona.
O. **Headings** The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraph or of this Agreement nor in any way affect this Agreement.

P. **Incorporation of Documents** All documents referred to in this Agreement are hereby incorporated by reference into the Agreement.

Q. **Preparation of Agreement** This Agreement has been prepared by the combined efforts of the Parties and is not to be construed against any Party.

R. **Retention of Records** Pursuant to law, the Parties shall keep and maintain accurate books of records and account in accordance with generally accepted accounting principles of liabilities and obligations incurred under this Agreement and all paper, files, accounts, reports and all other material relating to work under this Agreement and shall make all such materials available at any reasonable time during the term of this Agreement and for five (5) years from the date of termination for audit, inspection and copying upon any Party’s request.

S. **Severability** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

T. **Waiver** Waiver, or the failure of any Party at any time to require performance by the other of any provision herein, shall in no way affect the Party’s subsequent rights and obligations under that provision. Waiver by either Party of a breach of any provision herein shall not be taken or held to be a waiver of any succeeding breach of such provision or waiver of such provision itself.

U. **E-Verify** To the extent applicable under A.R.S. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

V. **Scutinized Business Operations** To the extent applicable under A.R.S. Title 35, Articles 7 through 9, the parties certify that they do not have scrutinized business operations in Sudan or Iran. For the purpose of this Section, the term "scrutinized business operations" shall have the meanings set forth in A.R.S. §§ 35-391 or 35-393, as applicable. If a party determines that the other party submitted a false certification, the party may impose remedies as provided by law including terminating this Agreement.
IN WITNESS WHEREOF the parties, acting by and through their undersigned agents for such purposes, have set their respective hands the days and year set forth below:

GOVERNING BOARD OF PARADISE VALLEY UNIFIED SCHOOL DISTRICT NO. 69

Signature

Print Name

Title

Date

The undersigned attorneys have determined that this agreement is in proper form and is within the power and authority granted under the laws of Arizona.

For: Paradise Valley Unified School District No. 69

Signature

Print Name

Title

Date

GOVERNING BOARD OF DEER VALLEY UNIFIED SCHOOL DISTRICT NO. 97

Signature

Print Name

Title

Date

The undersigned attorneys have determined that this agreement is in proper form and is within the power and authority granted under the laws of Arizona.

For: Deer Valley Unified School District No. 97

Signature

Print Name

Title

Date
GOVERNING BOARD OF
SCOTTSDALE UNIFIED
SCHOOL DISTRICT NO. 48

Signature

Print Name

Title

Date

The undersigned attorneys have determined that this agreement is in proper form and is within the power and authority granted under the laws of Arizona.

For: Scottsdale Unified School District No. 48

Signature

Print Name

Title

Date

GOVERNING BOARD OF
CAVE CREEK UNIFIED
SCHOOL DISTRICT NO. 93

Signature

Print Name

Title

Date

The undersigned attorneys have determined that this agreement is in proper form and is within the power and authority granted under the laws of Arizona.

For: Cave Creek Unified School District No. 93

Signature

Print Name

Title

Date
GOVERNING BOARD OF
FOUNTAIN HILLS UNIFIED
SCHOOL DISTRICT NO. 98

Signature

Print Name

Title

Date

The undersigned attorneys have determined that this agreement is in proper form and is within the power and authority granted under the laws of Arizona.

For: Fountain Hills Unified School District No. 98

Signature

Print Name

Title

Date

GOVERNING BOARD OF
PEORIA UNIFIED SCHOOL
DISTRICT NO. 11

Signature

Print Name

Title

Date

The undersigned attorneys have determined that this agreement is in proper form and is within the power and authority granted under the laws of Arizona.

For: Peoria Unified School District No. 11

Signature

Print Name

Title

Date
The undersigned attorneys have determined that this agreement is in proper form and is within the power and authority granted under the laws of Arizona.

For: Dysart Unified School District No. 89

Signature

Print Name

Title

Date

The undersigned attorneys have determined that this agreement is in proper form and is within the power and authority granted under the laws of Arizona.

For: Buckeye Elementary School District No. 33

Signature

Print Name

Title

Date
The undersigned attorneys have determined that this agreement is in proper form and is within the power and authority granted under the laws of Arizona.

For: Madison Elementary School District No. 38
GOVERNING BOARD ITEM

AGENDA ITEM: *Recommendation to Approve Settlement Agreement and Release and Custom Service Contract with Navistar and Authorize the Assistant Superintendent for Support Services to Sign the Agreement and Contract and Any Affiliated Documentation

Action/Consent X Action/Discussion ____ Information ____ Supporting Data ____
Policy Reference: ____________________ Cost: ____________________ Funding Source: ____________________

EXECUTIVE SUMMARY:

Administration recommends the Governing Board approve the Settlement Agreement and Release and Custom Service Contract for 13 International special needs buses. The Settlement Agreement and Release and the Custom Service Contract have been revised by Navistar in accordance with Dysart requirements.

Legal counsel has reviewed and released the agreement for Governing Board consideration.

BOARD ACTION REQUESTED:

It is recommended that the Governing Board approve the Settlement Agreement and Release and Custom Service Contract and authorize the Assistant Superintendent for Support Services to sign the documents and any other affiliated documents.

SUBMITTED BY: ____________________ SUPERINTENDENT: ____________________

ACTION BY BOARD: Motion: ______ Second: ______ Vote: ______ AGENDA ITEM: ______
SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter referred to as “Agreement”) is entered into by and between Dysart Unified School District (hereinafter referred to as “Releasor”) and Navistar, Inc. (hereinafter referred to as “Navistar”) this 19th day of February, 2014.

RECITALS

WHEREAS, Releasor purchased thirteen (13) CE school buses, with Chassis VIN Nos. 1465 through 1477, inclusive: 9A051465, 9A051466, 9A051467, 9A051468, 9A051469, 9A051470, 9A051471, 9A051472, 9A051473, 9A051474, 9A051475 9A051476, 9A051477 (hereinafter referred to as “Subject Vehicles”);

WHEREAS, IC Bus LLC, a subsidiary of Navistar, manufactured the Subject Vehicle;

WHEREAS, Releasor subsequently claimed to be dissatisfied with certain aspects of the Subject Vehicle’s performance;

WHEREAS, bona fide disputes and controversies exist between Releasor and Navistar, both as to any potential liability and the amount thereof, if any, and by reason of such disputes and controversies, Releasor and Navistar desire to compromise and settle all potential claims and causes of action by and between them arising out of the performance of the Subject Vehicle.

NOW, THEREFORE, in consideration of the following, the parties do hereby agree as follows:

1. Navistar will extend the Customer Confidence warranty, to include both parts and labor, for the specified thirteen model CE (PB105) buses with the last four digits of the VIN numbers 1465 – 1477, for a period of 5 years, pursuant to the terms of the Custom Service Contract No. 217907.

2. Pursuant to the terms of the warranty and this Agreement, Releasor must maintain the units as per the owner’s manuals; failure to do so could result in Navistar, Inc. voiding the extended warranty coverage.
3. Releasor, on behalf of its heirs and assigns, does hereby RELEASE, ACQUIT, REMISE, AND FOREVER DISCHARGE Navistar, and all of their respective corporate predecessors or successors-in-interest, assigns, and present or former directors, officers, agents, employees, shareholders, stockholders, affiliates, subsidiaries, related business entities, partners, representatives, beneficiaries, attorneys, insurers and heirs, from all claims, demands, expenses, costs, attorneys’ fees, debts, and causes of action, known or unknown, past or present, asserted or that could have been asserted, arising out of, or relating to, Navistar, or any of its employees’, partners’, shareholders’, predecessors in interest, or directors’, for the design, manufacture, assembly, purchase, operation, malfunction, or repair or any other issue connected with the Subject Vehicle, or any other action of Navistar, their agents, employees, partners, shareholders or directors, that caused any damages allegedly suffered by Releasor, and any alleged act or omission of Navistar that purportedly interfered with or adversely affected any interest, pecuniary or otherwise, of Releasors.

**No Admission of Liability:** Payments and other concessions pledged by any party to this Agreement are not to be construed as an admission of liability by any party to any other party, the same being expressly denied. This Agreement is a compromise of doubtful and disputed claims and nothing herein, including payment of consideration as required herein or the covenants or future promises included in this document, is to be construed as an admission, either in whole or in part, of any disputed liability on the part of any of the parties or their representatives. It is understood and agreed that Navistar expressly denies any liability to Releasors.

**Authority to Settle:** Releasor represents and warrants that it has the necessary authority to fully settle this matter.

**Review of Agreement:** Releasor represents and warrants that it has thoroughly reviewed this Agreement; that he fully understand the terms and the consequences of this Agreement; and that he has entered into this Agreement knowingly and voluntarily.
**Assignment:** Releasor represents, warrants and guarantees that it has not made, and will not make, any assignment of any claim, cause or right of action or any right of any kind whatsoever embodied in any of the claims and obligations that are released herein, and that no other person or entity of any kind had or has any interest in any of the demands, obligations, actions, causes of action, debts, liabilities, rights, contracts, damages, attorneys' fees, costs, expenses, losses or claims which are released herein.

**Entire Agreement:** Releasor acknowledges that it understands the terms and provisions of this Agreement, and agrees that this Agreement contains the entire understanding between the parties, and supersedes any and all prior agreements, arrangements, or understandings between the parties or their counsel relating to the subject matter herein.

**Complete Agreement:** This Agreement reflects the complete agreement between the parties, and shall not be amended, supplemented, or otherwise modified, except by further written agreement of the parties. Releasor has not been influenced to enter into this Agreement in reliance upon any statements or representations, oral or written, by any party hereto, or by any other person or entity not otherwise contained herein.

**Contractual Nature:** It is expressly understood and agreed that the terms hereof are contractual and not mere recitals.

**Gender and Number:** Within this Agreement, words of any gender shall be held and construed to include any other gender and words in the singular number shall be held and construed to include the plural, and vice versa, unless the context otherwise requires.

**Confidentiality:** In response to any inquiry, the Releasor shall state only that the Releasor is satisfied with the way Navistar treated the Releasor, and that any dispute has been resolved. Except for the above agreed-upon statement in response to inquiries, the Releasor and its attorneys hereby agree, represent, and warrant that the terms of this Settlement Agreement and Release Of All Claims, including the amount of the payments made, shall remain confidential, and shall not be made public, disseminated, given, shown, made available,
communicated or otherwise disclosed by it or anyone under its control and that it will exercise its best efforts to prevent the disclosure of any such information, unless such disclosure is necessary to consult with an attorney, income tax preparer, or as required by state or federal law concerning the release of public records.

**Multiple Counterparts/Facsimile Signatures:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and have the same force and effect of an original, and all of which, taken together, shall constitute and be construed as a single Agreement. A facsimile signature shall be treated as an original.

**No Representations:** RELEASOR WARRANTS AND ACKNOWLEDGES THAT IT HAS BEEN GIVEN A REASONABLE PERIOD OF TIME TO CONSIDER THIS AGREEMENT AND HAS THOROUGHLY REVIEWED IT AND AGREED TO ITS TERMS AND HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF COUNSEL. RELEASOR ACKNOWLEDGES THE CONTESTED AND ADVERSARIAL NATURE OF THE UNDERLYING DISPUTES. RELEASOR ALSO WARRANTS THAT IN EXECUTING THIS AGREEMENT, IT DID NOT RELY AND HAS NOT RELIED UPON ANY REPRESENTATION OR STATEMENT MADE BY ANOTHER PARTY OR ITS AGENTS, REPRESENTATIVES OR ATTORNEYS, WITH REGARD TO (1) FACTS UNDERLYING THIS MATTER, (2) THE SUBJECT MATTER OR EFFECT OF THIS AGREEMENT, AND (3) ANY OTHER FACTS OR ISSUES WHICH MIGHT BE DEEMED MATERIAL TO THEIR DECISION TO ENTER INTO THIS AGREEMENT, OTHER THAN AS SPECIFICALLY STATED IN THIS AGREEMENT.

EXECUTED this ___19th____ day of ___February______, 2014.

---

**Dysart Unified School District**

Subscribed and sworn to before me

this ___19th____ day of ___February______, 2014.
NAVISTAR, INC.
CUSTOM SERVICE CONTRACT FOR
DYSART UNIFIED SCHOOL DISTRICT
MAXXFORCE 7 BASE ENGINE COMPONENTS
120 MONTHS OR 200,000 MILES
CONTRACT NO. 217907

WARRANTY COVERAGE
This Custom Warranty Coverage extends Standard Engine and Emissions Component coverage from 60 months to 120 months or 200,000 miles from vehicle delivery date, whichever comes first, for thirteen (13) CE school buses, with ending Chassis VIN Nos. 1465 through 1477, inclusive: 9A051465, 9A051466, 9A051467, 9A051468, 9A051469, 9A015470, 9A051471, 9A051472, 9A051473, 9A051474, 9A051475, 9A051476, 9A051477. This coverage includes reimbursement for Navistar labor and repair parts expense related to Base Engine components and will be reimbursed per the schedule described below.

COVERAGE HIGHLIGHTS
- 100% Parts and Labor Expense reimbursed for Base Engine component failures.
- 100% Coverage (Parts and Labor Expense), 10 Years/200,000 miles maximum.

- Base Engine Components are defined as follows:
  1. Maxxforce™7 Engines (Engine warranties include the fuel injection system but exclude attaching accessories, thermostats, electrical and filtration systems. Glow plugs, glow plug relay and harness is for 36 months/unlimited mi./km).
  2. All emission control system parts proven defective during normal use.
  3. Diesel Particulate Filter ("DPF") Systems.
  4. Defects or problems caused by or related to malfunctions of the emission control system and/or excess oil pressure caused by the emission control system.

Exceptions are listed herein under What is Not Covered.
To obtain service under this Service Contract, return this vehicle to any Navistar Truck/Bus Dealer or Distributor authorized to service this model vehicle and engine.

As a condition of consideration for claim reimbursement, maintenance records are subject to review for adherence to published maintenance and driveline schedules.

<table>
<thead>
<tr>
<th>Oil Change Interval (Whichever Comes First)</th>
<th>Change primary and secondary fuel filters - Every Other Oil Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>10,000 miles (16,000 km)</td>
<td>20,000 miles (32,600 km)</td>
</tr>
<tr>
<td>350 hours</td>
<td>700 hours</td>
</tr>
<tr>
<td>6 months</td>
<td>12 Months</td>
</tr>
<tr>
<td>1,000 gallons (3785 liters) of fuel</td>
<td>2,000 gallons (7,570 liters) of fuel</td>
</tr>
</tbody>
</table>

WHAT IS NOT COVERED

Components/Items:
- Correction of loose fasteners, squeaks, rattles and unusual noises.
- Adjustments.
- Items warranted by their respective manufacturers (e.g., non-Navistar brand engines).
- Any part that is not a Navistar part number.
- Unauthorized parts.
- Aftermarket parts or service kits.
- Parts requiring routine replacement at inspection or adjustment maintenance intervals for reasons other than being defective.

WHAT IS NOT COVERED

Repairs:
- Non-Navistar labor and non-Navistar parts expenses required to complete covered repairs.
- Maintenance-related items or repairs of normal wear and tear, including tune-ups, and/or other similar procedures/parts.
- Repairs caused by misuse, negligence, improper maintenance, improper operation, or which is the result of an accident.
• Seals (exception: main and rear seals are covered), wheel seals, gaskets, belts, hoses and lubricants, except when required in connection with a warrantable failure.
• Accessories attached to the engine that are not DPF related.
• Failure to maintain correct maintenance schedule.
• Failures or damage resulting from abuse or neglect, but not limited to: operation without adequate coolants or lubricants; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, or improper starting, warm-up, run-in or shutdown practices.
• Accidents, acts of nature beyond control of Navistar.

Other:
• Engines sold and/or operated outside the United States or Canada.
• Engine or Engine components which have had unauthorized alterations or modifications.
• Engines on which the odometer reading has been altered.
• Incidental or consequential costs or expenses which the owner may incur as a result of a malfunction or failure covered by this warranty, such as communication expenses, meals, lodging, overtime, loss of use of engine or vehicle ("downtime"), loss of time, inconvenience, cargo loss or damage, and other similar costs and expenses.
• Replacement of defective parts which were not authorized Navistar equipment when first installed or were not installed by Navistar.
• Towing, unless additionally purchased.

**NOTE TO THE SERVICING LOCATION:** Should there be questions regarding this coverage, call the Warranty Claims Center for clarification. For this purpose, the following phone number is provided to be used weekdays during normal working hours in the 48 contiguous states, Hawaii and Canada, call: 800-336-4500.
Dysart Unified School District  February 19, 2014  Regular Governing Board Meeting

"Exceeding standards, future ready"

GOVERNING BOARD ITEM

AGENDA ITEM:  *Recommendation for Approval of GSA Contract for Vector Resources, Inc. 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>525 Auxiliary &amp; 610</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Capital</td>
</tr>
</tbody>
</table>

Cost:  Aprx. $40,000  

EXECUTIVE SUMMARY:

It is recommended the Governing Board approve the GSA Contract for Vector Resources, Inc. for the 2013-2014 fiscal year.

Pursuant to ARS 15-213 Procurement Practices in School Districts and Charter Schools, Section J-A School District or Charter School may evaluate United States General Services Administration Contracts for materials and services. The Governing Board or Governing Body may authorize purchases under a current contract for materials or services without complying with the requirements of the procurement rules adopted by the State Board of Education if the Governing Board or Governing Body determines in writing that all of the following apply:

1. The price for materials or services is equal to or less than the contractor’s current federal supply contract price with the general services administration.
2. The contractor has indicated in writing that the contractor is willing to extend the current federal supply contract pricing, terms, and conditions to the school district or charter school.
3. The purchase order adequately identifies the federal supply contract on which the order is based.
4. The purchase contract is cost effective and is in the best interest of the school district or charter school.

Vector Resources, Inc. supplies the district with video surveillance, equipment, supplies, cables, software, license, support, and labor. This GSA Contract is specific to Dysart High School, Shadow Ridge High School, and Willow Canyon High School.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve GSA Contract for Vector Resources, Inc. for the 2013-2014 fiscal year.

SUBMITTED BY:  [Signature]  SUPERINTENDENT:  [Signature]

ACTION BY BOARD:  Motion:  Second:  Vote:  AGENDA ITEM:  3
GOVERNING BOARD ITEM


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

Cost: ________________ Funding Source: Grants, IDEA

M&O, Title Funds,

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 February 5, 2014 through February 19, 2014 as presented.

SUBMITTED BY: __________________ SUPERINTENDENT: __________________

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

CERTIFIED STAFF

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dusso, Joanne</td>
<td>Counselor</td>
</tr>
<tr>
<td>Sneed, Gregory</td>
<td>Teacher</td>
</tr>
</tbody>
</table>

CLASSIFIED STAFF

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alicea, Elizabeth</td>
<td>Instructional Assistant SPED</td>
</tr>
<tr>
<td>Bejarano, Brian</td>
<td>Coach</td>
</tr>
<tr>
<td>Darnell, Michelle</td>
<td>Administrative Secretary II</td>
</tr>
<tr>
<td>Kuhlin, Michael</td>
<td>Coach</td>
</tr>
<tr>
<td>LaRocca, Vincent</td>
<td>Coach</td>
</tr>
<tr>
<td>Mathis, Corey</td>
<td>Coach</td>
</tr>
<tr>
<td>McGauhey, Rad</td>
<td>Trainee</td>
</tr>
<tr>
<td>Meyer, Elyscia</td>
<td>Preschool Instructional Assistant</td>
</tr>
<tr>
<td>Miller, Sara</td>
<td>Athletic Trainer</td>
</tr>
<tr>
<td>Palmer, Carl</td>
<td>Trainee</td>
</tr>
<tr>
<td>Peterson, Carl</td>
<td>Trainee</td>
</tr>
<tr>
<td>Schuetz, Fayth</td>
<td>Crossing Guard</td>
</tr>
<tr>
<td>Scott, Sandra</td>
<td>School Aide/Crossing Guard</td>
</tr>
<tr>
<td>Springer, Anthony</td>
<td>Coach</td>
</tr>
<tr>
<td>Sprouse, Buffy</td>
<td>Crossing Guard</td>
</tr>
<tr>
<td>Swartz, Gary</td>
<td>Trainee</td>
</tr>
<tr>
<td>Tomasik, Patricia</td>
<td>Trainee</td>
</tr>
</tbody>
</table>

CLASSIFIED EXEMPT STAFF

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sinex, Matthew</td>
<td>Applications Developer</td>
</tr>
</tbody>
</table>

SUBSTITUTE TEACHERS

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

Donahey, Katrina
Fish, Hasina
Klein, Lauren
Lunn, Christine
Mayer, Carol
McFall, Denise
Morgan, Lisa
Preston, Ami
Rankin, Shannon
Redwood, Tammy
Wilhelm, Ariell
CLASSIFIED SUBSTITUTE STAFF

The following Classified Staff Subs will be paid by M&O per Board Policy.

Blaire, Annie                 Kinney, Megan
Carnahan, Patricia            Metivier, Rebecca

CHANGE IN FTE

CLASSIFIED STAFF

<table>
<thead>
<tr>
<th>NAME</th>
<th>OLD FTE</th>
<th>NEW FTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skoro, Ashley</td>
<td>.650</td>
<td>.875</td>
</tr>
<tr>
<td>Sudberry, Daniqueka</td>
<td>.540</td>
<td>.875</td>
</tr>
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</table>

REQUEST FOR LEAVE OF ABSENCE WITHOUT PAY

CERTIFIED STAFF

<table>
<thead>
<tr>
<th>NAME</th>
<th>DATES</th>
<th>ASSIGNMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Raber-John, Christina</td>
<td>08/01/2014 – 05/22/2015</td>
<td>Teacher</td>
</tr>
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REQUEST FOR EXTENDED LEAVE

CERTIFIED STAFF

<table>
<thead>
<tr>
<th>NAME</th>
<th>DATES</th>
<th>ASSIGNMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cleveland-Dickey, Tara</td>
<td>10/28/2013 – 05/30/2014</td>
<td>Psychologist</td>
</tr>
<tr>
<td>Sarut, Gary</td>
<td>01/21/2014 – 05/23/2014</td>
<td>Teacher</td>
</tr>
<tr>
<td>Smith, Rita</td>
<td>02/10/2014 – 05/23/2014</td>
<td>Teacher</td>
</tr>
<tr>
<td>Wiley, Lynda</td>
<td>11/12/2013 – 05/14/2014</td>
<td>Teacher</td>
</tr>
</tbody>
</table>

CLASSIFIED STAFF

<table>
<thead>
<tr>
<th>NAME</th>
<th>DATES</th>
<th>ASSIGNMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dahlberg, Joyce</td>
<td>08/15/2013 – 05/22/2014</td>
<td>Bus Aide</td>
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</table>

RESIGNATION

ADMINISTRATIVE STAFF

<table>
<thead>
<tr>
<th>NAME</th>
<th>REASON</th>
<th>EFFECTIVE</th>
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<tbody>
<tr>
<td>Neese, Greg</td>
<td>Deceased</td>
<td>02/05/2014</td>
</tr>
<tr>
<td>Sperling, Fran</td>
<td>Retirement</td>
<td>06/30/2014</td>
</tr>
</tbody>
</table>
### Certified Staff

<table>
<thead>
<tr>
<th>Name</th>
<th>Reason</th>
<th>Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christians, Tanya</td>
<td>Not Returning from LOA</td>
<td>05/23/2014</td>
</tr>
<tr>
<td>Dees, Laura</td>
<td>Personal</td>
<td>05/23/2014</td>
</tr>
<tr>
<td>Denman, Deborah</td>
<td>Personal</td>
<td>05/23/2014</td>
</tr>
<tr>
<td>Estep, Lynn</td>
<td>Retirement</td>
<td>05/23/2014</td>
</tr>
<tr>
<td>McCann, Allison</td>
<td>Relocation</td>
<td>05/23/2014</td>
</tr>
<tr>
<td>Mendivil, Arthur</td>
<td>Personal</td>
<td>05/23/2014</td>
</tr>
<tr>
<td>Moga, Victor</td>
<td>Not Returning from LOA</td>
<td>05/23/2014</td>
</tr>
<tr>
<td>Nelson, Curtis</td>
<td>Not Returning from LOA</td>
<td>05/23/2014</td>
</tr>
<tr>
<td>Norris, Cassandra</td>
<td>Not Returning from LOA</td>
<td>05/23/2014</td>
</tr>
<tr>
<td>Oehler, Cheryl</td>
<td>Retirement</td>
<td>05/23/2014</td>
</tr>
<tr>
<td>Shields, Danielle</td>
<td>Relocation</td>
<td>05/23/2014</td>
</tr>
<tr>
<td>Smith, Laura</td>
<td>Personal</td>
<td>05/23/2014</td>
</tr>
<tr>
<td>Smith, Rita</td>
<td>Relocation</td>
<td>05/23/2014</td>
</tr>
<tr>
<td>Valdez, Jeanne</td>
<td>Personal</td>
<td>05/23/2014</td>
</tr>
<tr>
<td>Vantienderen, Aubree</td>
<td>Personal</td>
<td>05/23/2014</td>
</tr>
</tbody>
</table>

### Substitute Teacher

<table>
<thead>
<tr>
<th>Name</th>
<th>Reason</th>
<th>Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hancock, Jeffrey</td>
<td>Other Employment</td>
<td>02/03/2014</td>
</tr>
<tr>
<td>Truman, Carol</td>
<td>Personal</td>
<td>02/05/2014</td>
</tr>
</tbody>
</table>

### Classified Staff

<table>
<thead>
<tr>
<th>Name</th>
<th>Reason</th>
<th>Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cascella, Lisa</td>
<td>Personal</td>
<td>02/21/2014</td>
</tr>
<tr>
<td>Clemente-Cox, Martiza</td>
<td>Personal</td>
<td>02/21/2014</td>
</tr>
<tr>
<td>Frey, Elizabeth</td>
<td>Personal</td>
<td>02/19/2014</td>
</tr>
<tr>
<td>Gamble, Joyce</td>
<td>Relocation</td>
<td>02/21/2014</td>
</tr>
<tr>
<td>Lang, Christine</td>
<td>Personal</td>
<td>06/10/2014</td>
</tr>
<tr>
<td>Lataille, Connie</td>
<td>Other Employment</td>
<td>02/18/2014</td>
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<tr>
<td>Legg, Henry</td>
<td>Personal</td>
<td>02/03/2014</td>
</tr>
<tr>
<td>Lopez, Christopher</td>
<td>Personal</td>
<td>01/31/2014</td>
</tr>
<tr>
<td>McNamara, Charles</td>
<td>Personal</td>
<td>02/07/2014</td>
</tr>
<tr>
<td>Michael, Sharon</td>
<td>Deceased</td>
<td>02/13/2014</td>
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<tr>
<td>Parke, Terri</td>
<td>Relocation</td>
<td>05/23/2014</td>
</tr>
<tr>
<td>Ruiz, Patricia</td>
<td>Retirement</td>
<td>05/22/2014</td>
</tr>
<tr>
<td>Smith, Donnell</td>
<td>Personal</td>
<td>02/28/2014</td>
</tr>
<tr>
<td>Yates, Jessica</td>
<td>Personal</td>
<td>01/31/2014</td>
</tr>
</tbody>
</table>
SUPPLEMENTAL COMPENSATION

Staff will be paid for Additional Hours Classified.

Alcala, Yahzid  Harper, Jessica  Phillips, Ashley
Americo, Angela  Holmlund, Margaret  Phillips, Christina
Arleo, Melissa  Houston, Rosamaria  Ragan, Jennifer
Carranza, Maria  Isrow, Dawn  Ragan, Sheralynn
Clemente-Cox, Maritza  Jackson, Daniel  Register, Dorothea
Delgado, Jazmin  Jackson, Sabrina  Ruiz, Patricia
Dempsey, Melissa  Kokora, Ljubica  Rusnac, Sophia-Elizabeth
Diaz, Emelinda  Laborin, Helen  Shear, Desiree
Falcon, Marylou  Lomeli, Mary  Skoro, Ashley
Flores, Linda  Lopez, Christopher  Soliz, Ofelia
Gallegos, Lisa  Lorentz, Serenity  Sudberry, Daniqueka
Gomez, Sara  Lowry, Seth  Tallant, Liane
Gonzales, Alisha  Lowry, Wendy  Valle, Sandra
Groves, Angel  Ly, Helen  Washington, Alta
Gutierrez, Maria  Mendoza, Irma  Woerner, Christine
Harper, Anita  Mortier-Arnaiz, Jill

Staff will be paid per MOU for Teaching and Tutoring.

Brown, Christina  Gherman, Angela  Pierce, Tammy
Brown, Trent  Gonzalez, Elena  Rutkowski, Helen
Butler, Terrence  Goto, Michael  Schnepf, Jamie
Carr, Rebecca  Mcknight, Alesha  Schommer, Mark
Clemens, Steven  Melvin, Steven  Spisak, Lauren
Dore, Jennifer  Monnet, Sarah  Triolo, Tom
Ferguson, Connie  Morgan, Laura  Turer, Ellen
Garcia, Stephanie  Moseler, Jennifer  Vatsaas, Amanda
Wolcott, Bryce

Staff will be paid per MOU Professional Development Leadership Team.

Kennemer, Christine  Villaorduna, Kathleen
Ordaz, Sylvia  Voegtl, Veronica

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

Hall, Jason  Lent, Shawn
Lafko, Kelly  Rose, Becky

Staff will be paid per MOU for Curriculum Writing.

Gamboa, Nuria

Staff will be paid per MOU High School Additional 6th Section.

McMenemy, Emily  Morrow, Karin  Rankin, Melissa
February 19, 2014 Governing Board Meeting

**Staff will be paid per MOU for High School Coach of 3 Levels.**

Flatten, Mark Soriano, Francisco

**Staff will be paid per MOU for High School Head Varsity Coach.**

Edic, Shane Milobar, Rebecca
Herrington, Kristy Walker, Willie

**Staff will be paid per MOU for High School Varsity Assistant Coach.**

Briggs, Leslee Luna, John Swanson, Nicholas
Jones, Robert Morrow, Karin

**Staff will be paid per MOU for High School JV Coach.**

Ambos, Clint Dudo, Matthew Kolesar, Caitlyn
Cancelli, Danielle Hunley, Lindsay Tremble, Greg

**Staff will be paid per MOU for High School Freshman Coach.**

York, Michael

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

Nebel, Pamela
Dysart Unified School District  
February 19, 2014  
Governing Board Meeting

“Power in the preparation...Excellence in the journey...Success for a lifetime...”

GOVERNING BOARD ITEM

AGENDA ITEM:  *Approval of the Minutes of the January 30-31, 2014 Wyoming Educators’ Visit and the February 5, 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 30-31, 2014 Wyoming Educators’ Visit and the February 5, 2014 Governing Board Meeting.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the minutes of the January 30-31, 2014 Wyoming Educators’ Visit and the February 5, 2014 Governing Board Meeting.

SUBMITTED BY:  [Signature]  SUPERINTENDENT:  [Signature]

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

MINUTES: Wyoming Educators Visit


I. EVENT MINUTES

1. A quorum of Governing Board Members was not present on either day. Ms. Jennifer Tanner and Bonnie Schroader attended the school tours and district office sessions and activities on January 30, 2014. Ms. Traci Sawyer-Sinkbeil, and Ms. Blossom Tande attended the school tours and district office sessions and activities on January 31, 2014.

Signed: ____________________________ Date: ____________________________

__________________________________________ February 19, 2014
DYSART UNIFIED SCHOOL DISTRICT #89

MINUTES: GOVERNING BOARD – STUDY SESSION & REGULAR MEETING

2013-2014 February 5, 2014 Location:
Nathaniel Dysart Education Center

I. REGULAR MEETING - GENERAL FUNCTION

1. Ms. Traci Sawyer-Sinkbeil, Governing Board President, called the regular meeting to order at 6:03 p.m. Governing Board members constituting a quorum were present; Traci Sawyer-Sinkbeil, Jennifer Tanner, Bonnie Schroader and Blossom Tande. Jerry Eynon was absent.


3. A motion by Sawyer-Sinkbeil/Tande 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
     • New Century Learning Showcases were hosted by Sunset Hills, Thompson Ranch, Luke and Ashton Ranch
     • Lobby Visual Arts Display by Countryside, Mita Dessen, Art Teacher
     • Superintendent Update – The superintendent shared that John Andrews was named by the NSBA as one of the “20 to Watch” educators for the 2013-2014 school year. John is one of an elite group of 140 previous educators. The visit by the Wyoming educators group went well and we received positive feedback. The authentic learning, student engagement and the positive learning culture in our district are always areas that stand out when we are visited. She thanked the district team, hosting schools, Shadow Ridge, Mountain View, Dysart High and Marley Park for making it a successful visit. We were recently notified Sundown received the Bronze Award for the implementation of its intervention/prevention program, PBIS. The award criteria were based on completing research-based evaluation assessments and demonstrating measurable student outcomes.
     • Governing Board members shared the Wyoming Educators’ visit was exciting; they heard nothing but good things about the district. It was a pleasure to be able to participate and see the student led activities, authentic learning, student engagement etc. at the schools as well as the presentations made by district staff. It was great to see first-hand that innovation makes a difference.
     • Ms. Traci Sawyer-Sinkbeil attended the National Board Certification presentations. Beth Maloney was the featured speaker.
     • Bonnie Schroader congratulated district employee, Eric Bennett, who was recently named Arizona Athlete of the Year. She also shared a VVHS band student’s Make a Wish Foundation wish to have the high school band play at Disneyland has been granted.
     • Jennifer Tanner attended the liaison meeting with the City of El Mirage on January 27th. Information about the meeting will be shared as part of information item #13.
     • Blossom Tande toured Luke School.

5. Audience with Individuals or Groups - None

Minutes of the February 5, 2014 Governing Board Meeting
ACTION/CONSENT

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

ACTION/CONSENT

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
   Approved UNANIMOUS

2. Recommendation for Approval of the Listed Cooperative Purchase Over the $100,000 Threshold for the 2013-2014 Fiscal Year
   Approved the listed Cooperative Purchase over the $100,000 threshold for the 2013-2014 fiscal year. (Humanus Corporation – GPPCS, $262,000) UNANIMOUS

   Approved UNANIMOUS

4. Approval of the Minutes of the January 22, 2014 Governing Board Meeting
   Approved UNANIMOUS

5. Hearing Officer’s Recommendation(s) for Long Term Suspension
   Accepted the Hearing Officer’s recommendation to long term suspend student(s) in the matter of Student Discipline Hearing(s) HOR1314-013. UNANIMOUS

6. Recommendation to Approve Overnight and Out-of-State Travel
   Approved as listed. Appendix A UNANIMOUS

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
   Approved UNANIMOUS

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

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

Minutes of the February 5, 2014 Governing Board Meeting
ACTION/DISCUSSION

10. Recommendation for Authorization to Issue Notice of Intent Not to Re-employ Certificated Staff for the 2014-2015 School Year
A motion by Schroader/Sawyer-Sinkbeil was entered to 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. UNANIMOUS

INFORMATION - NONE

11. IT Update
John Andrews, CIO, provided a brief summary of the work being done by the IT department to update, maintain and secure on-line functions such as the Parent Portal, school websites, District website, iPAL and mobile apps. He shared statistics regarding Most Visited Pages and Open Enrollment applications submitted. The Governing Board asked questions about the Parent Portal access/security measures, school website content update and user experience regarding the newly updated Open Enrollment application. Appendix B

13. Report From the Dysart Liaison to the City of El Mirage on the January 27, 2014 Meeting
Jennifer Tanner and Gail Pletnick provided a summary of the discussion with the City of El Mirage during the liaison meeting. Topics included:
- Attendance at El Mirage schools
- Partnerships with private or for profit organizations offering social services
- Website link to the City’s website and visa versa
- Use of the YMCA pool by the district
- Fire and Police Educational offerings
- Community Outreach – Rachel’s Challenge, 21st Century learner initiatives etc.
- Transparency of Communication

No other meetings have been scheduled. Next steps include providing additional information regarding the topics discussed.

CALL FOR EXECUTIVE SESSION

A motion by Sawyer-Sinkbeil/Tanner was entered to recess to executive session for discussion of A.R.S. 38.431.03 (A)(3) and (A)(1). UNANIMOUS

RECESSING OF REGULAR MEETING FOR EXECUTIVE SESSION – 7:07 – 7:37 p.m.

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.

Executive Session I was called to order at 7:07 p.m. The following individuals were present; Traci Sawyer-Sinkbeil, Jennifer Tanner, Bonnie Schroader, Blossom Tande, Gail Pletnick, Jennifer MacLennan, legal counsel, and Linda Price, recording secretary.

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

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

Executive Session II was called to order at 7:18 p.m. The following individuals were present; Traci Sawyer-Sinkbeil, Jennifer Tanner, Bonnie Schrader, Blossom Tande, Michael McNutt, parent, Gail Pletnick, Quinn Kellis, Jennifer MacLennan, legal counsel for the Board, Linda Price, recording secretary, Mr. Jarrett Haskovec, legal counsel for the employee, and Ms. Mary Thompson, district employee.

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

The executive session concluded at 7:37 p.m.

RECONVENE REGULAR MEETING

ACTION/DISCUSSION - Continued

12. Direction from the Board to the Superintendent Regarding Action Related to Formal Complaint FC-1408
A motion by Schroader/Sawyer-Sinkbeil was entered to uphold the superintendent’s action related to Formal Complaint FC-1408. UNANIMOUS

REQUESTS FOR FUTURE AGENDA ITEM(S) — NONE

ADJOURNMENT

On a motion entered by Sawyer-Sinkbeil/Schroader and by a unanimous vote, the meeting ended at 7:42 p.m.

Signed                    Date:

_________________________  February 19, 2014
AGENDA ITEM:  *Hearing Officer’s Recommendation(s) for Long Term Suspension

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

Cost:  N/A  Funding Source:  N/A

EXECUTIVE SUMMARY:

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

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

HOR1314-014
HOR1314-016

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) HOR1314-014 & HOR1314-016.
<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>HOR1314-014</td>
<td>1/29/2014</td>
<td>B. Surloff</td>
<td>SRHS</td>
<td>Fight without Weapon</td>
<td>Long Term Suspension</td>
<td>Remainder of 2013-2014 school year</td>
<td>N/A</td>
<td>8/6/14</td>
</tr>
<tr>
<td>HOR1314-016</td>
<td>2/6/2014</td>
<td>B. Surloff</td>
<td>VVHS</td>
<td>Drugs/Distribution</td>
<td>Long Term Suspension</td>
<td>Remainder of 2013-2014 school year</td>
<td>N/A</td>
<td>8/6/14</td>
</tr>
</tbody>
</table>
GOVERNING BOARD ITEM

AGENDA ITEM: *Pilot of Online Instructional Materials for World Languages at Marley Park Elementary and Countryside Elementary Cambridge Programs and Defined STEM at Canyon Ridge School and Countryside Elementary Programs

Action/Consent X Action/Discussion _____ Information _____ Supporting Data _____
Cost: $20,000.00 Funding Source: 610 Soft Capital

EXECUTIVE SUMMARY:

Administration recommends the Pilot of online instructional materials from Middlebury Interactive Languages and Defined STEM. Cambridge students at Marley Park Elementary grades 6-8 and Cambridge students at Countryside Elementary grades 6-7 will participate in the Middlebury Interactive Pilot. Middlebury Interactive is an interactive online language learning resource. The pilot will be evaluated to see if the program meets district needs for world language education.

Students in grades K-8 at Canyon Ridge School and Countryside Elementary School will participate in the Defined STEM Pilot. Defined STEM is a web-based application designed to promote rigorous and relevant connections between classroom content, highlighting STEM content and real-world applications including career pathways, thus providing learning opportunities for students. The Pilot will be evaluated to see if the program meets the needs of STEM education incorporating communication, collaboration, creativity, and critical thinking.

Legal counsel has reviewed and released the agreement for Governing Board consideration.

The approximate cost for the two programs is $20,000.00 to be paid by 610 allocated department funds.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the Pilot of online instructional materials for Middlebury Interactive Languages at Marley Park Elementary and Countryside Elementary Cambridge Programs and Defined STEM at Canyon Ridge School and Countryside Elementary and authorize the Associate Superintendent for Academic Support to sign the documents and any other affiliated documents.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _______ Second: _______ Vote: _______ AGENDA ITEM: 7
Defined Learning Title Access ("Agreement")
Made 01/27/14 between Defined Learning Education, Inc. ("Defined Learning") and Dysart Unified School District ("School District")

1. Defined Learning grants Title Access, to the educators, administrators, and the students that are part of Dysart Unified School District (collectively, "Users") hereto (the "Community") a limited, non-exclusive, terminable, non-transferable license to access Defined STEM via the website currently at www.definedstem.com, or by any other means on which the parties may agree, and to use Defined STEM as set forth in the Terms of Use located at http://www.definedstem.com, as Defined Learning may revise such Terms of Use from time to time (the "Terms of Use").

2. The pricing for this license (the "Fees") shall be as follows:

**Option 1: (1 year license)** The "Term" shall be 01/27/14 through and including 06/01/15.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>List Price Per School</th>
<th>Your Price Per School</th>
<th>Total</th>
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<tbody>
<tr>
<td>2</td>
<td>Defined STEM License</td>
<td>$2,495</td>
<td>$2,495</td>
<td>$4,990</td>
</tr>
</tbody>
</table>

Total $4,990

3. The offer set forth in this Agreement shall be open through 02/14/2014.

4. All other terms and conditions governing this license shall be as set forth in the Terms of Use. In the event of a direct conflict between the terms of this Agreement and the terms of the then-current Terms of Use, the terms of this Agreement shall control.

5. All provisions of this Agreement ("Confidential Information") shall be kept strictly confidential by the parties and may not be disclosed without prior written consent. In the event that School District receives a request for disclosure of Confidential Information under the Open Records Act applicable to School District (as applicable, the "Acts"), School District shall immediately notify Defined Learning Education of such request and forward a copy of such request to Defined Learning Education, attn: Legal Department. School District shall, upon receipt of any such request for disclosure of Confidential Information, use its best efforts to contest the disclosure of Confidential Information under any exceptions and/or exemptions, if any, that are applicable to such Confidential Information under the Acts.

6. School District certifies that School District is exempt from all federal, state, and local taxes and will furnish Defined Learning with copies of all relevant certificates demonstrating such tax-exempt status within 30 days of the execution hereof.

7. 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.

8. The District reserves all rights that it may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-611, as amended.

9. 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.

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

11. 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.

12. This Agreement contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein.

Dysart Unified School District
By: ____________________________
Title: ____________________________
Printed Name: _____________________
Date: ____________________________

Defined Learning
By: ____________________________
Title: ____________________________
Printed Name: JohnJoe Farragher (CEO)
Date: January 27, 2014

Please fax this agreement to Chris Kolar at 847-483-1259.

Please make purchase order out to:
Defined Learning Education
900 Skokie Blvd Suite 118
Northbrook, IL 60062
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:  ____________________  SUPERINTENDENT:  [Signature]

ACTION BY BOARD:  Motion:  _______  Second:  _______  Vote:  _______  AGENDA ITEM:  _______
<table>
<thead>
<tr>
<th>Site</th>
<th>Date</th>
<th>Event</th>
<th>Purpose</th>
<th>Attendees</th>
<th>Cost</th>
<th>Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dysart High School</td>
<td>April 15-17, 2014</td>
<td>Health Occupations Students of America Spring Leadership Conference and Competition, Tucson, AZ</td>
<td>Compete, develop leadership skills and participate in career development activities</td>
<td>40 students and 5 chaperones</td>
<td>$8,600</td>
<td>West-MEC, HOSA, Student Contribution</td>
</tr>
<tr>
<td>Willow Canyon High School</td>
<td>April 9-13, 2014</td>
<td>Future Educators Association National Conference, Minneapolis, MN</td>
<td>Compete at the national level and attend leadership and officer training</td>
<td>11 students and 2 advisors / chaperones</td>
<td>$15,320</td>
<td>West-MEC, FEA and Student Contribution</td>
</tr>
<tr>
<td>Cimarron Springs, Sonoran Heights and Riverview</td>
<td>March 28 - April 1, 2014</td>
<td>National Art Education Association National Conference, San Diego, CA</td>
<td>Presenting and sharing projects in combining writing, traditional art making and technology</td>
<td>3 certificated staff</td>
<td>$900</td>
<td>M &amp; O</td>
</tr>
<tr>
<td>District Office</td>
<td>April 9-13, 2014</td>
<td>Journalism Education Association JEA/NSPA Spring National High School Journalism Convention, San Diego, CA</td>
<td>Presenter, training and judge at the event</td>
<td>Language Arts Specialist</td>
<td>No Cost to the District</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>District Office</td>
<td>April 4-7, 2014</td>
<td>National School Boards Association 74th Annual Conference, New Orleans, LA</td>
<td>Recognition as one of the NSBA's &quot;20 to Watch&quot;</td>
<td>Chief Information Officer</td>
<td>$3,500</td>
<td>M &amp; O</td>
</tr>
</tbody>
</table>
AGENDA ITEM:  *Extra Curricular Tax Credit Fund and Student Activities Fund Reports for the Month of January 2014

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

EXECUTIVE SUMMARY:

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

BOARD ACTION REQUESTED:

It is recommended the Governing Board acknowledge receipt of the Extra Curricular Tax Credit Fund and the Student Activities Fund reports for the month of January 2014.

SUBMITTED BY:  Jake Exner  SUPERINTENDENT:  [Signature]

ACTION BY BOARD:  Motion:  _____  Second:  _____  Vote:  _____  AGENDA ITEM:  _____
### School Designate - 5500

<table>
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<tr>
<th></th>
<th>101-DES</th>
<th>102-ELM</th>
<th>103-LUK</th>
<th>104-SUP</th>
<th>105-KWES</th>
<th>106-WPT</th>
<th>107-CSD</th>
<th>111-ARES</th>
<th>112-CSES</th>
<th>116-MPES</th>
<th>117-TRES</th>
<th>118-SHES</th>
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<tr>
<td>Beg Bal as of 07/01/13</td>
<td>34,741.25</td>
<td>34,796.94</td>
<td>54,403.25</td>
<td>7,686.30</td>
<td>31,639.29</td>
<td>14,122.49</td>
<td>5,710.71</td>
<td>2,092.50</td>
<td>4,780.71</td>
<td>7,758.89</td>
<td>44,286.23</td>
<td>8,613.91</td>
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<tr>
<td>Total Revenue</td>
<td>10,314.05</td>
<td>11,207.57</td>
<td>6,254.20</td>
<td>5,496.05</td>
<td>4,361.81</td>
<td>2,328.14</td>
<td>2,318.30</td>
<td>4,936.11</td>
<td>5,349.67</td>
<td>7,096.15</td>
<td>11,055.53</td>
<td>8,436.18</td>
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<tr>
<td>Total Encumbrances</td>
<td>(15,800.00)</td>
<td>(2,500.00)</td>
<td>(19,500.00)</td>
<td>(2,500.00)</td>
<td>(2,500.00)</td>
<td>(2,500.00)</td>
<td>(2,500.00)</td>
<td>(2,500.00)</td>
<td>(2,500.00)</td>
<td>(2,500.00)</td>
<td>(2,500.00)</td>
<td>(2,500.00)</td>
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<tr>
<td>Total Expenses</td>
<td>(1,233.80)</td>
<td>(2,637.30)</td>
<td>(2,637.30)</td>
<td>(2,637.30)</td>
<td>(2,637.30)</td>
<td>(2,637.30)</td>
<td>(2,637.30)</td>
<td>(2,637.30)</td>
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<td>(2,637.30)</td>
<td>(2,637.30)</td>
<td>(2,637.30)</td>
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<tr>
<td>Ending Balance</td>
<td>45,058.30</td>
<td>44,780.71</td>
<td>45,080.09</td>
<td>13,104.35</td>
<td>30,970.10</td>
<td>16,450.63</td>
<td>8,908.31</td>
<td>6,997.91</td>
<td>10,016.98</td>
<td>12,488.67</td>
<td>44,588.76</td>
<td>15,750.79</td>
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</tbody>
</table>

### Athletics - 5501

|                        | 12,784.38 | 9,039.23 | 5,785.52 | 2,417.18 | 4,128.15 | 1,040.57 | 2,988.94 | 19.21 | 4,504.20 | 5,024.23 | 7,837.96 | 6,032.38 |
| Total Revenue          | 6,035.64 | 5,065.94 | 2,773.95 | 5,678.61 | 5,734.86 | 6,701.91 | 5,139.21 | 6,091.76 | 5,206.66 | 5,411.72 | 9,016.55 | 8,457.51 |
| Total Encumbrances     | (7,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) |
| Total Expenses         | (4,268.93) | (3,526.77) | (2,500.00) | (2,500.00) | (1,858.81) | (3,077.71) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) |
| Ending Balance          | 7,561.09 | 8,818.40 | 4,860.50 | 3,086.19 | 8,280.92 | 3,188.40 | 3,027.85 | 3,119.99 | 4,184.40 | 5,435.35 | 9,605.98 | 7,658.46 |

### Fine Arts - 5502

|                        | 16,717.21 | 3,086.68 | 10,239.98 | 4,084.90 | 3,051.49 | 6,144.95 | 3,022.68 | 1,718.36 | 2,519.28 | 3,096.42 | 5,720.97 | 2,341.64 |
| Total Revenue          | 2,726.26 | 1,705.00 | 1,320.17 | 2,286.11 | 1,016.29 | 3,462.70 | 2,277.89 | 479.02 | 3,230.67 | 4,177.47 | 3,912.95 | 2,490.92 |
| Total Encumbrances     | (551.00) | (551.00) | (551.00) | (551.00) | (551.00) | (551.00) | (551.00) | (551.00) | (551.00) | (551.00) | (551.00) | (551.00) |
| Total Expenses         | (1,237.02) | (2,491.72) | (2,070.25) | (2,605.00) | (2,605.00) | (2,605.00) | (2,605.00) | (2,605.00) | (2,605.00) | (2,605.00) | (2,605.00) | (2,605.00) |
| Ending Balance          | 18,206.45 | 2,270.64 | 10,275.06 | 7,721.11 | 4,107.78 | 6,681.53 | 5,300.64 | 2,188.30 | 3,895.25 | 5,681.53 | 9,106.75 | 3,658.57 |

### Enrichment/Remedial - 5505

|                        | 22,184.90 | 13,322.91 | 4,282.67 | 6,610.88 | 7,209.12 | 6,058.66 | 974.00 | 2,724.89 | 1,220.49 | 1,645.27 | 5,176.19 | 8,862.60 |
| Total Revenue          | 4,742.05 | 5,077.00 | 4,400.90 | 2,163.00 | 1,764.82 | 323.03 | 1,007.81 | 507.06 | 2,102.98 | 1,203.85 | 6,668.49 | 2,547.91 |
| Total Expenses         | (835.17) | (1,255.17) | (2,303.79) | (2,303.79) | (2,303.79) | (2,303.79) | (2,303.79) | (2,303.79) | (2,303.79) | (2,303.79) | (2,303.79) | (2,303.79) |
| Ending Balance          | 26,091.78 | 18,035.25 | 6,265.18 | 6,308.18 | 9,093.94 | 7,045.60 | 1,981.81 | 3,231.92 | 3,323.42 | 2,590.62 | 10,478.44 | 9,391.17 |

### TOTAL BY SCHOOL

|                        | 157,894 | 74,324 | 18,673 | 28,355 | 52,354 | 74,273 | 33,276 | 19,216 | 18,529 | 21,419 | 26,505 | 73,770 | 36,437 |

Submitted by: Jack Edson  
Business Services Executive Director  
Date: 2/10/14
<table>
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<th></th>
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<tr>
<td>Beg Bal as of 07/01/13</td>
<td>8,212.90</td>
<td>8,032.07</td>
<td>7,794.79</td>
<td>9,496.89</td>
<td>12,720.50</td>
<td>166.11</td>
<td>8,155.54</td>
<td>48,322.21</td>
<td>8,468.85</td>
<td>7,293.72</td>
<td>4,581.61</td>
<td>373,198.96</td>
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<td>Total Revenue</td>
<td>2,212.90</td>
<td>3,707.51</td>
<td>1,915.35</td>
<td>1,016.09</td>
<td>3,140.32</td>
<td>4,917.82</td>
<td>1,682.10</td>
<td>16,325.01</td>
<td>5,317.42</td>
<td>4,015.44</td>
<td>779.83</td>
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<tr>
<td>Total Encumbrances</td>
<td>(1,219.24)</td>
<td>(894.28)</td>
<td>(2,993.54)</td>
<td>(3,586.89)</td>
<td>(790.60)</td>
<td>(2,500.00)</td>
<td>(2,062.53)</td>
<td>(2,500.00)</td>
<td>(285.50)</td>
<td>(1,114.57)</td>
<td>(22,240.25)</td>
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<td>Total Expenses</td>
<td>(1,219.24)</td>
<td>(894.28)</td>
<td>(2,993.54)</td>
<td>(3,586.89)</td>
<td>(790.60)</td>
<td>(2,500.00)</td>
<td>(2,062.53)</td>
<td>(2,500.00)</td>
<td>(285.50)</td>
<td>(1,114.57)</td>
<td>(22,240.25)</td>
<td>(28,044.60)</td>
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<td>6,723.84</td>
<td>15,651.93</td>
<td>6,017.93</td>
<td>4,837.73</td>
<td>63,063.22</td>
<td>11,306.77</td>
<td>11,306.16</td>
<td>4,246.87</td>
<td>448,040.05</td>
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| Athletics - 5501 | 2,088.32 | 2,580.91 | 2,394.59 | 4,553.29 | 5,671.36 | 1,999.12 | 1,429.03 | 45,340.29 | 27,015.34 | 55,338.63 | 62,658.45 | 275,629.58 |
| Total Revenue       | 6,575.87 | 3,161.41 | 7,953.85 | 5,905.23 | 5,747.38 | 6,246.73 | 6,920.40 | 40,406.01 | 67,869.41 | 57,426.00 | 64,391.38 | 349,632.45 |
| Total Encumbrances  | (5,000.00) | (2,500.00) | (1,582.21) | (4,171.46) | (2,524.12) | (2,940.00) | (1,802.21) | (4,143.54) | (8,310.23) | (7,987.86) | (22,510.72) | (98,364.78) |
| Total Expenses      | (5,000.00) | (2,500.00) | (1,582.21) | (4,171.46) | (2,524.12) | (2,940.00) | (1,802.21) | (4,143.54) | (8,310.23) | (7,987.86) | (22,510.72) | (98,364.78) |
| Ending Balance       | 4,058.19 | 4,997.32 | 6,009.48 | 3,865.03 | 6,204.40 | 4,029.20 | 6,171.33 | 16,332.40 | 41,967.10 | 90,181.22 | 448,040.05 |

| Fine Arts - 5502 | 4,401.33 | 5,460.21 | 6,555.20 | 866.17 | 5,464.13 | 2,785.81 | 3,156.33 | 13,016.51 | 94,127.58 | 12,339.04 | 2,072.50 | 132,479.42 |
| Total Revenue      | 678.88 | 1,254.66 | 1,997.55 | 1,122.07 | 2,321.90 | 2,962.84 | 537.66 | 8,859.33 | 5,029.70 | 6,075.69 | 5,506.78 | 66,286.00 |
| Total Encumbrances | (488.07) | (54.59) | (320.00) | (514.43) | (1,050.92) | (350.00) | (7,912.84) | (7,912.84) |
| Total Expenses     | (488.07) | (54.59) | (320.00) | (514.43) | (1,050.92) | (350.00) | (7,912.84) | (7,912.84) |
| Ending Balance      | 4,711.84 | 5,521.09 | 7,424.30 | 1,979.64 | 7,666.17 | 4,140.17 | 2,263.71 | 19,616.77 | 17,910.85 | 15,208.68 | 7,437.39 | 168,414.52 |

| Enrichment/Remedial - 5505 | 5,112.59 | 200.00 | 1,927.82 | 3,662.29 | 6,048.90 | 5,832.35 | 4,581.28 | 34,667.19 | 5,323.84 | 5,516.74 | 4,315.54 | 158,402.22 |
| Total Revenue        | 1,010.28 | 2,008.50 | 505.79 | 1,080.23 | 211.84 | 6,322.95 | 706.50 | 6,402.36 | 6,002.29 | 911.00 | 1,878.65 | 91,692.47 |
| Total Encumbrances   | (199.00) | (534.43) | (2,963.40) | (4,320.88) | (1,025.15) | (1,819.24) | (18,912.45) | (18,912.45) |
| Total Expenses       | (199.00) | (534.43) | (2,963.40) | (4,320.88) | (1,025.15) | (1,819.24) | (18,912.45) | (18,912.45) |
| Ending Balance       | 6,122.87 | 2,009.50 | 2,431.81 | 6,616.06 | 8,238.74 | 4,340.23 | 5,691.19 | 36,234.67 | 10,261.09 | 6,426.74 | 6,194.19 | 196,799.87 |

| TOTAL DYSCHOL | 23,258.70 | 33,014.25 | 34,481.37 | 17,037.47 | 14,771.24 | 18,418.81 | 17,048.87 | 115,724.08 | 83,614.48 | 123,276.60 | 58,634.04 | 1,107,101.43 |
## DUSD # 89

**STUDENT ACTIVITIES FUND**

**PERIOD ENDING: JANUARY 2014**

<table>
<thead>
<tr>
<th>Project</th>
<th>Beginning Cash Balance</th>
<th>Income (Deposits/Tfr)</th>
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<th>Month End Including Encumbrances</th>
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<tbody>
<tr>
<td><strong>ELEMENATARY/ALTERNATIVE SCHOOLS:</strong></td>
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**Uncategorized CCM and Check Order**

- 24.03 | 3.02 | 27.05 |

**Totals for Elementary/Alternative Schools**

- $208,739.79 | $3,562.97 | $(8,033.84) | $174,824.96 | $(27,604.26) | $147,220.70

---

**205 - DYSART HIGH SCHOOL**

<table>
<thead>
<tr>
<th>Project</th>
<th>Beginning Cash Balance</th>
<th>Income (Deposits/Tfr)</th>
<th>Expense (Paid Invoices)</th>
<th>Subtotal: Month End Cash Balance</th>
<th>Expense Open POs (Encumbrances)</th>
<th>Month End Including Encumbrances</th>
</tr>
</thead>
<tbody>
<tr>
<td>8004 Anime Club</td>
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## DUSD # 89

### STUDENT ACTIVITIES FUND

**PERIOD ENDING: JANUARY 2014**

<table>
<thead>
<tr>
<th>Project</th>
<th>Beginning Cash Balance</th>
<th>Income (Deposits/Trfr)</th>
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## DUSD # 89

**STUDENT ACTIVITIES FUND**

**PERIOD ENDING: JANUARY 2014**

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<tbody>
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<td><strong>($5,356.11)</strong></td>
<td><strong>$63,235.87</strong></td>
<td><strong>($9,342.12)</strong></td>
<td><strong>$53,893.75</strong></td>
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### 210 - WILLOW CANYON HIGH

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## DUSD # 89
### STUDENT ACTIVITIES FUND
#### PERIOD ENDING: JANUARY 2014

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### 220 - VALLEY VISTA HIGH SCHOOL

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#### Period Ending: January 2014

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### 225 - Shadow Ridge High School

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<tr>
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<th>Income (Deposits/Trfr)</th>
<th>Expense (Paid Invoices)</th>
<th>Subtotal: Month End Cash Balance</th>
<th>Expense Open POs (Encumbrances)</th>
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## DUSD # 89

**STUDENT ACTIVITIES FUND**

**PERIOD ENDING: JANUARY 2014**

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<tr>
<th>Project</th>
<th>Beginning Cash Balance</th>
<th>Income (Deposits/Trfr)</th>
<th>Expense (Paid Invoices)</th>
<th>Subtotal: Month End Cash Balance</th>
<th>Expense Open POs (Encumbrances)</th>
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<tr>
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<td><strong>Totals for Shadow Ridge HS</strong></td>
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**Grand Total**

| | **$588,495.88** | **$36,326.15** | **$(45,844.82)** | **$549,533.25** | **$(87,949.34)** | **$461,583.91** |

X

Submitted by: Jack Eaton

Executive Director of Business, 2/1/2014
**Executive Summary:**

<table>
<thead>
<tr>
<th>Donor</th>
<th>Item</th>
<th>School/Dept</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albertsons Community Partners</td>
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<td>Kingswood Elementary</td>
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<tr>
<td>All-American Publishing, LLC</td>
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<td>APS</td>
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<td>Ashton Ranch PTA</td>
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<td>Box Tops for Education</td>
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<td>Cimarron Springs PTO</td>
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<td>Remdak Enterprises, Inc.</td>
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<td>Surprise T Shirts</td>
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<td>Parkview Elementary</td>
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**Board Action Requested:**

It is recommended the Governing Board accept the donations, gifts and grants as presented.

Submitted by: [Signature]

Superintendent: [Signature]

Action by Board: Motion: ______ Second: ______ Vote: ______ AGENDA ITEM: 10
<table>
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<td>Radiant Church</td>
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<td>Redwood, Tammy</td>
<td>Supplies</td>
<td>Western Peaks Elementary</td>
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*Value assigned by the Donor. Value not verified by the District

Cash donations: $16,234.55
Non-cash donations: $1,250.00
Developer Donations: $0.00

Year-to-date Total $154,508.71
Year-to-date Total $56,372.90
Year-to-date Total $6,500.00

**BOARD ACTION REQUESTED:**

It is recommended the Governing Board accept the donations, gifts and grants as presented.
"Power in the preparation...Excellence in the journey...Success for a lifetime..."

GOVERNING BOARD ITEM

AGENDA ITEM: *Approval/Ratification of Expense Vouchers 1034, 1035 and 1036 in the Amount of $1,781,489.75

<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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Cost: N/A

Funding Source: N/A

EXECUTIVE SUMMARY:

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<td>02/06/14</td>
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BOARD ACTION REQUESTED:

It is recommended the Governing Board approve/ratify expense vouchers 1034, 1035 and 1036 in the amount of $1,781,489.75.

SUBMITTED BY: Jack Eaton
SUPERINTENDENT: Raul Quito

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

Voucher No: 1034  Voucher Date: 01/30/2014  Prepared By:  Cochran

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $1,049,134.08 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, 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

<table>
<thead>
<tr>
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<th>Description</th>
<th>Amount</th>
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<td>SAFE AND SUPPORTIVE SCHOOLS (13/14)</td>
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<td>21st CENTURY COMM LEARNING CTR-Year 2</td>
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Created By: ncochran  Posted By: ncochran  Date: 01/29/2014 16:18:28  Page: 1
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DYSART UNIFIED VOUCHER

Voucher No: 1035  Voucher Date: 02/04/2014  Prepared By: [Signature]

Printed: 02/05/2014 10:13:45 AM

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $100.00 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-SINKEIL  PRESIDENT

BONNIE SCHROADER  CLERK

JENNIFER TANNER  MEMBER

BLOSSOM TANDE  MEMBER

JERRY EYNON  MEMBER

DYSART UNIFIED

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$100.00
DYSART UNIFIED VOUCHER

Voucher No: 1036  Voucher Date: 02/06/2014  Prepared By: [Signature]

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $732,255.67 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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Created By: tsutter  Posted By: tsutter  Date: 02/05/2014 15:27:48  Page: 1
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$732,255.67
AGENDA ITEM: *Approval/Ratification of Payroll Vouchers 7570 and 39 in the Amount of $5,066,380.87

EXECUTIVE SUMMARY:

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<td>39</td>
<td>$168,093.18</td>
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TOTAL $5,066,380.87

BOARD ACTION REQUESTED:
It is recommended the Governing Board approve/ratify payroll vouchers 7570 and 39 in the amount of $5,066,380.87.

SUBMITTED BY: Jack Eates SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 12
DYSART UNIFIED VOUCHER

Voucher No: 39  Voucher Date: 02/14/2014  Prepared By: Candice Crow

Printed: 02/10/2014 10:17:24 AM

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $168,093.18 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.

Jack Lee

TRACI SAWYER-SINKBEIL  PRESIDENT

BONNIE SCHROADER  CLERK

JENNIFER TANNER  MEMBER

BLOSSOM TANDE  MEMBER

JERRY EYNON  MEMBER

DYSART UNIFIED

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$168,093.18
**DYSART UNIFIED VOUCHER**

Voucher No: 7570  
Voucher Date: 02/14/2014  
Prepared By: [Signature]

Printed: 02/10/2014 10:29:33 AM

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $4,898,287.69 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**

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**BONNIE SCHROADER**  
**CLERK**

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**JENNIFER TANNER**  
**MEMBER**

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**BLOSSOM TANDE**  
**MEMBER**

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**JERRY EYNON**  
**MEMBER**

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DYSART UNIFIED

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$4,898,287.69
AGENDA ITEM: Recommendation for Approval of Administrative, Certified and Licensed Employee Contract Language for the 2014-2015 School Year

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

Cost:  ________________  Funding Source:  Various

EXECUTIVE SUMMARY:

Administration is recommending approval of contract language for administrative, certified and licensed employees for the 2014-2015 school year. Licensed employee positions include audiologist, behavior coach, school nurse, occupational therapist, physical therapist, school psychologist, and speech language pathologist.

There are two versions of the administrative contract. Administrative “A” contract will be offered to administrators who were hired into the district prior to July 1, 2012, and who were eligible and enrolled in the Dependent Health Care Coverage Credit option. The administrative “B” contract will be offered to all other administrators. These two versions are necessary since administrators hired on or after July 1, 2012, and administrators hired prior to July 1, 2012, but who elected not to enroll in the Dependent Health Care Coverage Credit option will no longer be eligible for this benefit.

The contract language was developed in concert with Jennifer N. MacLennan, Gust Rosenfeld P.L.C. The additions to the contracts for the 2014-2015 school year are underlined. Items deleted from the 2013-2014 contracts for the 2014-2015 school year are noted with strikethrough.

Attached for review are the following employee contracts for the 2014-2015 school year:

- Contract “A” and “B” for Administrator
- Contract for Certified Employee
- Contract for Licensed Audiologist, Behavior Coach, Occupational Therapist, Physical Therapist and Speech Language Pathologist
- Contract for School Nurse
- Contract for School Psychologist

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve administrative, certified, and licensed employee contract language for the 2014-2015 school year.

SUBMITTED BY:  [Signature]  SUPERINTENDENT:  [Signature]  

ACTION BY BOARD:  Motion:  _____  Second:  _____  Vote:  _____  AGENDA ITEM:  13
Dysart Unified School District

ADMINISTRATIVE EMPLOYEE CONTRACT

Document: CONTRACT
Issued By: Dysart Unified on insert date

Job Title:
Position Information:
Position: ADMIN
FTE: 1.0000
Type: ADMINISTRATIVE EMPLOYEE
Amount: $

1. Employment
1.1 The Board hereby employs Administrator from July 1, 2013 2014 through June 30, 2014 2015, in accordance with the terms and conditions in this Agreement and as referenced in the ____-day Employee calendar for 2013-2014 2014-2015 school year. The District reserves the right to adopt alternative administrative calendars as necessary.

1.2 If the Administrator is certificated, then the Board shall provide notice of the Board’s intention not to renew a contract on or before April 15th. Administrator has no legitimate expectancy of employment beyond the term indicated in Paragraph 1.1.

2. Duties of Administrator
2.1 Administrator agrees to perform such duties as the Board or the District’s Superintendent may assign or reassign the Administrator to perform, and to work in such location or locations as the Board or the Superintendent may from time to time direct. Nothing in this Agreement, in the initial job description, or in any subsequent job descriptions shall be construed to give Administrator a right to any specific job assignment, or to perform any particular kind of work, or to refuse to perform any kind of work, or to work in any particular location.

2.2 The initial job description for and any amendments for Administrator are incorporated herein by reference.

2.3 Administrator agrees to perform assigned duties competently, to comply with all District policies, and to comply with all lawful and valid directives of the Governing Board or Superintendent.

2.4 Administrator’s employment is conditioned upon the possession at all times of a valid Arizona administrator’s certificate for the position being offered and upon the satisfactory completion of any and all background checks and fingerprint clearances that may be required. Administrator agrees to maintain a valid fingerprint clearance card or as otherwise required by law and to hold all requisite endorsements by the commencement date of this Contract. Administrator understands and agrees that Administrator is not entitled to compensation for any period during which such fingerprint clearance, certificate(s) and/or endorsement(s) and/or approved area(s) is/are not maintained and in effect; and in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Administrator for work performed during such period and District may deduct any of that paid to Administrator attributable to such period from any other monies owed to Administrator by District. Administrator’s employment may be terminated if these conditions are not satisfied.

3. Compensation
3.1 Administrator shall be paid the amount identified above as compensation subject to paragraphs 3.2 - 3.10. Additional amounts will be paid in accordance with approved Governing Board Policies in regards to longevity and other approved addendums.
3.2 In addition to the amount listed above, the District shall pay Administrator a one-time stipend between November 1, 2013 and December 31, 2013 if the District is able to carry forward at least three million dollars ($3,000,000) in its maintenance and operations funds for use in the 2013-2014 school year. If applicable, the District shall pay as follows:

a. if Administrator has worked between 1-3 years for the District by July 1, 2013, Administrator shall receive 1.6% of Administrator's base salary listed above as a one time stipend;

b. if Administrator has worked between 4-15 years for the District by July 1, 2013, Administrator shall receive 1.9% of Administrator's base salary listed above as a one time stipend; or

c. if Administrator has worked for over 16 years for the District by July 1, 2013, Administrator shall receive 2.0% of Administrator's base salary listed above as a one time stipend.

3.3 If additional revenues become available to the District through legislative appropriation, state sales tax revenues, or other legal enactment and if those revenues are appropriated, authorized, and/or permitted to be used for salaries during the 2013-2014 2014-2015 school year, Administrator may be given a raise in salary, if so approved by the Governing Board in its sole discretion. Any such salary increase shall be apportioned to administrator in a manner that will be determined by the Governing Board, unless the authorizing enactment specifies the method by which the increase is to be distributed.

3.4 Administrator's salary is contingent upon final approval of the 2014-2015 budget as required by Arizona law (A.R.S. §15-905). The above salary is subject to the condition that funding to the District, as provided in the Arizona revised statutes or otherwise, is not reduced.

3.5 Administrator acknowledges and agrees that at any time after execution of this Contract, the base salary specified above may be reduced by an amount not to exceed two and one-fourth percent (2.25%) of Administrator's salary if any of the following occurs: 1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2014-2014 2014-2015 fiscal year is less or becomes less than that authorized at the beginning of the 2014-2014 2013-2014 fiscal year; 2) the District fails to receive during the 2014-2014 2014-2015 fiscal year funds in the amount initially budgeted for such year; 3) the District does not receive funds that the District anticipates receiving for use in the 2014-2014 2014-2015 fiscal year from the Arizona legislature, federal funds or any other source. Administrator shall be given not fewer than ten (10) calendar days notice of any reduction in base salary that occurs as a result of this paragraph.

3.6 District reserves the right, as part of a salary reduction pursuant to A.R.S. § 15-54422, to decrease Administrator's salary by furloughing Administrator for up to eleven (11) days. The Administrator will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Administrator may not use paid sick leave, vacation leave, and discretionary or other paid leave time on such furlough days. Furlough shall be ordered to be taken in such manner and at such times as to least effect the operation of the District. The decrease to Administrator's salary by furloughing is based on daily rate.

3.7 This contract is conditional upon the school or other work location to which Administrator is assigned remaining open and in full operation for the entire term of this contract. In the event that, pursuant to court order, lack of appropriated or available funds, or for any other reason beyond the control of the District, either the assigned school or other work location is not open in operation for the full contract term or school operations are suspended or reduced below the anticipated level, there shall be a pro rata reduction of compensation under this contract corresponding to the portion of the contract term that suspended or reduced District operations require suspension or reduction of the services of Administrator and funds to pay Administrator are not appropriated or are not lawfully available.

3.8 To the extent appropriate for the occasion and as part of the compensation, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and staff development activities/trainings, in order to foster good working relations and encourage and reward staff participation.

3.9 In the event that the administrator fails to report to his/her assignment or resigns from employment with the District, effective prior to the end of the term of this contract, employee agrees to pay the District the amount of Two Thousand Five Hundred Dollars ($2,500.00) as liquidated damages, and not as a penalty. The Governing Board may waive this payment if the employee's non-performance results from circumstances beyond his/her control or from an agreement for a resignation in lieu of dismissal. The District may withhold all or any part of these liquidated damages from any amount payable to the administrator after receipt of the resignation or a failure to report for duty, and may take any action, including filing suit, to collect the liquidated damages. Administrator shall reimburse the District for
any collection fees, attorney fees, court costs or other reasonable expenses incurred by the District to collect the amount owed as liquidated damages.

3.10 Should Administrator believe there has been a mistake in the Administrator's salary; the Administrator shall have fifteen (15) days to notify District of the mistake. The sum stated above is intended to correspond to Administrator's step and degree placement for the 2013-2014 2014-2015 school year as determined by the Administrator's training and experience on record with the District. If the salary recited in this provision is mistaken and not in accordance with an accurate placement on the salary schedule, the accurate placement on the salary schedule shall govern and the amount shall be adjusted.

4. Fringe Benefits

The Administrator shall receive the following benefits:

4.1 Commensurate with administrative position grade and work calendar.
4.2 Health Care Coverage Credit [if eligible]
   a. If you choose dependent care coverage, the District will provide you with a credit toward the cost of the plan you choose at the rate of the most inexpensive plan offered through the District.
   b. If you decline the credit for dependent care coverage, the District will upgrade your individual coverage to the highest plan, upon request.
4.3 Administration may be entitled to other benefits as per Governing Board Policy.

5. Evaluation

The Superintendent or designee shall give Administrator an evaluation of performance at such times as deemed appropriate by the Superintendent or designee. Administrator shall be evaluated through the use of an evaluation system and instrument adopted and approved pursuant to A.R.S. § 15-203(A)(38). The parties acknowledge and agree that the District's evaluation system and instrument may be amended from time to time during the term of this Contract.

6. Representation, Warranties and Conditions

6.1 Administrator affirms that all Administrator representations in this Contract as well as those contained in the Administrator's application and related documents as submitted to the District are true and accurate. Determination by the Governing Board or its authorized representative that any such representation is not true or is inaccurate may, at District's option, be deemed a material breach of this Contract and constitutes grounds for termination of employment in addition to any other action authorized by law or District policy.

6.2 Administrator represents and warrants that he or she has not committed or been convicted of molestation of a child, sexual conduct with a minor, child abuse or any other dangerous crime against children as defined in A.R.S. § 13-604.01 or any offense described in A.R.S. § 15-534(B). Should Administrator be convicted of such an offense during the term of this Agreement, Administrator shall report the conviction to the Superintendent. This contract of employment shall immediately terminate and employee shall be dismissed without any right to a hearing if employee is arrested for or charged with a non-appealable offence listed in A.R.S. § 41-1758(B) and fails to immediately report the arrest or charge to the employee's supervisor.

6.3 Administrator shall not discriminate against any employee, student, parent, contractor or other member of the public because of that person's sex, race, religion, color, national origin, age, disability, or any other protected category.

6.34 This Contract is subject to cancellation pursuant to A.R.S. § 38-511.

6.5 If Administrator has retired with the Arizona State Retirement System, Administrator acknowledges that District shall not pay contributions on behalf of the Administrator pursuant to A.R.S. §§ 38-736, 38-737 or 38-797.05 during the term of this contract and that the Administrator shall not accrue credited service, retirement benefits or long-term disability program benefits pursuant to Article 2.1 of Title 38 or pursuant to District policy for the period the Administrator returns to work. Administrator acknowledges that the District shall place Administrator on the salary schedule so as to recoup the costs associated with paying an alternative contribution rate pursuant to A.R.S. § 38-766.02.
7. **Acceptance of Contract by Administrator**

The Administrator must sign this Contract and return it to the District's Human Resources Office within thirty (30) days from the date it is issued by the Governing Board, without any additions or deletions, or District's offer of employment shall be automatically revoked. The parties specifically agree that this contract may be accepted and is approved for use by an electronic or digital signature.

8. **Complete Agreement**

This document constitutes the entire agreement with the exception of Governing Board policies and administrative rules and regulations which may be amended from time to time, and are incorporated into this contract by this reference. This contract cancels and supersedes all prior contracts issued for any portion of the term of this contract. Any subsequent amendment or addendum must be in writing.

**ADMINISTRATOR**

__________________________

Date: ______________________

**GOVERNING BOARD**

By: ________________________

__________________________

President

Date: ______________________

4
Dysart Unified School District
ADMINISTRATIVE EMPLOYEE CONTRACT

Document: CONTRACT

Issued By: Dysart Unified on insert date

Job Title:

Position Information:

Position: ADMIN
FTE: 1.0000
Type: ADMINISTRATIVE EMPLOYEE

1. Employment

1.1 The Board hereby employs Administrator from July 1, 2013 2014 through June 30, 2014 2015, in accordance with the terms and conditions in this Agreement and as referenced in the ___-day Employee calendar for 2013-2014 2014-2015 school year. The District reserves the right to adopt alternative administrative calendars as necessary.

1.2 If the Administrator is certificated, then the Board shall provide notice of the Board’s intention not to renew a contract on or before April 15th. Administrator has no legitimate expectancy of employment beyond the term indicated in Paragraph 1.1.

2. Duties of Administrator

2.1 Administrator agrees to perform such duties as the Board or the District’s Superintendent may assign or reassign the Administrator to perform, and to work in such location or locations as the Board or the Superintendent may from time to time direct. Nothing in this Agreement, in the initial job description, or in any subsequent job descriptions shall be construed to give Administrator a right to any specific job assignment, or to perform any particular kind of work, or to refuse to perform any kind of work, or to work in any particular location.

2.2 The initial job description for and any amendments for Administrator are incorporated herein by reference.

2.3 Administrator agrees to perform assigned duties competently, to comply with all District policies, and to comply with all lawful and valid directives of the Governing Board or Superintendent.

2.4 Administrator’s employment is conditioned upon the possession at all times of a valid Arizona administrator’s certificate for the position being offered and upon the satisfactory completion of any and all background checks and fingerprint clearances that may be required. Administrator agrees to maintain a valid fingerprint clearance card or as otherwise required by law and to hold all requisite endorsements by the commencement date of this Contract. Administrator understands and agrees that Administrator is not entitled to compensation for any period during which such fingerprint clearance, certificate(s) and/or endorsement(s) and/or approved area(s) is/are not maintained and in effect; and in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Administrator for work performed during such period and District may deduct any of that paid to Administrator attributable to such period from any other monies owed to Administrator by District. Administrator’s employment may be terminated if these conditions are not satisfied.

3. Compensation

3.1 Administrator shall be paid the amount identified above as compensation subject to paragraphs 3.2 - 3.10. Additional amounts will be paid in accordance with approved Governing Board Policies in regards to longevity and other approved addendums.
3.2 In addition to the amount listed above, the District shall pay Administrator a one time stipend between November 1, 2013 and December 31, 2013 if the District is able to carry forward at least three million dollars ($3,000,000) in its maintenance and operations funds for use in the 2013-2014 school year. If applicable, the District shall pay as follows:

a. If Administrator has worked between 1-3 years for the District by July 1, 2013, Administrator shall receive 1.6% of Administrator’s base salary listed above as a one time stipend;
b. If Administrator has worked between 4-16 years for the District by July 1, 2013, Administrator shall receive 1.95% of Administrator’s base salary listed above as a one time stipend; or
c. If Administrator has worked for over 16 years for the District by July 1, 2013, Administrator shall receive 2.0% of Administrator’s base salary listed above as a one time stipend.

3.3 If additional revenues become available to the District through legislative appropriation, state sales tax revenues, or other legal enactment and if those revenues are appropriated, authorized, and/or permitted to be used for salaries during the 2014-2015 school year, Administrator may be given a raise in salary, if so approved by the Governing Board in its sole discretion. Any such salary increase shall be apportioned to administrator in a manner that will be determined by the Governing Board, unless the authorizing enactment specifies the method by which the increase is to be distributed.

3.4 Administrator’s salary is contingent upon final approval of the 2013-2014 2014-2015 budget as required by Arizona law (A.R.S. §15-905). The above salary is subject to the condition that funding to the District, as provided in the Arizona revised statutes or otherwise, is not reduced.

3.5 Administrator acknowledges and agrees that at any time after execution of this Contract, the base salary specified above may be reduced by an amount not to exceed two and one-fourth percent (2.25%) of Administrator’s salary if any of the following occurs: 1) the District’s Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2013-2014 2014-2015 fiscal year is less or becomes less than that authorized at the beginning of the 2012-2013 2013-2014 fiscal year; 2) the District fails to receive during the 2013-2014 2014-2015 fiscal year funds in the amount initially budgeted for such year; 3) the District does not receive funds that the District anticipates receiving for use in the 2013-2014 2014-2015 fiscal year from the Arizona legislature, federal funds or any other source. Administrator shall be given not fewer than ten (10) calendar days notice of any reduction in base salary that occurs as a result of this paragraph.

3.6 District reserves the right, as part of a salary reduction pursuant to A.R.S. § 15-54422, to decrease Administrator’s salary by furloughing Administrator for up to eleven (11) days. The Administrator will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Administrator may not use paid sick leave, vacation leave, and discretionary or other paid leave time on such furlough days. Furlough shall be ordered to be taken in such manner and at such times as to least effect the operation of the District. The decrease to Administrator’s salary by furloughing is based on daily rate.

3.7 This contract is conditional upon the school or other work location to which Administrator is assigned remaining open and in full operation for the entire term of this contract. In the event that, pursuant to court order, lack of appropriated or available funds, or for any other reason beyond the control of the District, either the assigned school or other work location is not open in operation for the full contract term or school operations are suspended or reduced below the anticipated level, there shall be a pro rata reduction of compensation under this contract corresponding to the portion of the contract term that suspended or reduced District operations require suspension or reduction of the services of Administrator and funds to pay Administrator are not appropriated or are not lawfully available.

3.8 To the extent appropriate for the occasion and as part of the compensation, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and staff development activities/trainings, in order to foster good working relations and encourage and reward staff participation.

3.9 In the event that the administrator fails to report to his/her assignment or resigns from employment with the District, effective prior to the end of the term of this contract, employee agrees to pay the District the amount of Two Thousand Five Hundred Dollars ($2,500.00) as liquidated damages, and not as a penalty. The Governing Board may waive this payment if the employee’s non-performance results from circumstances beyond his/her control or from an agreement for a resignation in lieu of dismissal. The District may withhold all or any part of these liquidated damages from any amount payable to the administrator after receipt of the resignation or a failure to report for duty, and may take any action, including filing suit, to collect the liquidated damages. Administrator shall reimburse the District for
any collection fees, attorney fees, court costs or other reasonable expenses incurred by the District to collect the amount owed as liquidated damages.

3.10 Should Administrator believe there has been a mistake in the Administrator's salary; the Administrator shall have fifteen (15) days to notify District of the mistake. The sum stated above is intended to correspond to Administrator's step and degree placement for the 2013-2014 2014-2015 school year as determined by the Administrator's training and experience on record with the District. If the salary recited in this provision is mistaken and not in accordance with an accurate placement on the salary schedule, the accurate placement on the salary schedule shall govern and the amount shall be adjusted.

4. Fringe Benefits

The Administrator shall receive the following benefits:

4.1 Commensurate with administrative position grade and work calendar.
4.2 Administration may be entitled to other benefits as per Governing Board Policy.

5. Evaluation

The Superintendent or designee shall give Administrator an evaluation of performance at such times as deemed appropriate by the Superintendent or designee. Administrator shall be evaluated through the use of an evaluation system and instrument adopted and approved pursuant to A.R.S. § 15-203(A)(38). The parties acknowledge and agree that the District's evaluation system and instrument may be amended from time to time during the term of this Contract.

6. Representation, Warranties and Conditions

6.1 Administrator affirms that all Administrator representations in this Contract as well as those contained in the Administrator's application and related documents as submitted to the District are true and accurate. Determination by the Governing Board or its authorized representative that any such representation is not true or is inaccurate may, at District's option, be deemed a material breach of this Contract and constitutes grounds for termination of employment in addition to any other action authorized by law or District policy.

6.2 Administrator represents and warrants that he or she has not committed or been convicted of molestation of a child, sexual conduct with a minor, child abuse or any other dangerous crime against children as defined in A.R.S. § 13-604.01 or any offense described in A.R.S. § 15-534(B). Should Administrator be convicted of such an offense during the term of this Agreement, Administrator shall report the conviction to the Superintendent. This contract of employment shall immediately terminate and employee shall be dismissed without any right to a hearing if employee is arrested for or charged with a non-appealable offence listed in A.R.S. § 41-1758(B) and fails to immediately report the arrest or charge to the employee's supervisor.

6.3 Administrator shall not discriminate against any employee, student, parent, contractor or other member of the public because of that person's sex, race, religion, color, national origin, age, disability, or any other protected category.

6.4 This Contract is subject to cancellation pursuant to A.R.S. § 38-511.

6.5 If Administrator has retired with the Arizona State Retirement System, Administrator acknowledges that District shall not pay contributions on behalf of the Administrator pursuant to A.R.S. §§ 38-736, 38-737 or 38-797.05 during the term of this contract and that the Administrator shall not accrue credited service, retirement benefits or long-term disability program benefits pursuant to Article 2.1 of Title 38 or pursuant to District policy for the period the Administrator returns to work. Administrator acknowledges that the District shall place Administrator on the salary schedule so as to recoup the costs associated with paying an alternative contribution rate pursuant to A.R.S. § 38-766.02.

7. Acceptance of Contract by Administrator

The Administrator must sign this Contract and return it to the District's Human Resources Office within thirty (30) days from the date it is issued by the Governing Board, without any additions or deletions, or District's offer of employment
shall be automatically revoked. The parties specifically agree that this contract may be accepted and is approved for use by an electronic or digital signature.

8. Complete Agreement

This document constitutes the entire agreement with the exception of Governing Board policies and administrative rules and regulations which may be amended from time to time, and are incorporated into this contract by this reference. This contract cancels and supersedes all prior contracts issued for any portion of the term of this contract. Any subsequent amendment or addendum must be in writing.

ADMINISTRATOR

---------------------------------------

Date: ______________________________

GOVERNING BOARD

By: ________________________________

__________________________, President

Date: ______________________________
Dysart Unified School District
CERTIFICATED EMPLOYEE CONTRACT

Document: CERTIFIED EMPLOYEE CONTRACT
Issued By: Dysart Unified on insert date

Position Information
Position: Teacher
FTE: 1.0
Amount: $1

This Contract is entered into by Dysart Unified School District No. 89 ("District") and "Teacher."

1. District agrees to employ Teacher for 197 days during fiscal year 2013-2014 2014-2015, commencing on July 1, 2013 August 1, 2014 and ending on May 22, 2014 May 22, 2015. The Contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by the employment contracts without additional compensation to Teacher.

2. Teacher’s employment is conditioned upon the possession at all times of a valid Arizona teacher’s certificate for the position being offered and upon the satisfactory completion of any and all background checks and fingerprint clearances that may be required. Teacher agrees to be "highly qualified" in all assigned core academic subjects or as otherwise required by law and to hold all requisite endorsements by the commencement date of this Contract. Teacher’s employment may be terminated if these conditions are not satisfied.

3. Teacher understands and agrees that Teacher is not entitled to compensation for any period during which such fingerprint clearance, certificate(s) and/or endorsement(s) and/or approved area(s) is/are not maintained and in effect; and, in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Teacher for work performed during such period and District may deduct any of that paid to Teacher attributable to such period from any other monies owed to Teacher by District. In the sole discretion of the District, Teacher may be paid at a substitute teacher rate for a maximum of 120 days per school year.

4. District agrees to pay Teacher a salary listed above. In the event there is a difference between the salary amount stated here and the amount in the District salary schedule, the salary schedule shall govern. Teacher shall also receive performance pay if Teacher qualifies for such pay in accordance with the District’s Performance Pay Plan, subject to any reduction in Classroom Site Funding as described below. The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District’s performance pay plan. Teacher shall also receive such fringe benefits as the Governing Board approves for this fiscal year.

   a. In addition to the base salary and in the event the Teacher’s position qualifies for such monies, Teacher shall receive an additional sum, to be determined for the 2013-2014 2014-2015 school year, as compensation from the District’s funding pursuant to that portion of Proposition 301 funding equaling 20% of the 2013-2014 2014-2015 Classroom Site fund.
   b. In addition to base salary and in the event the Teacher’s position qualifies for such monies, Teacher shall receive an additional sum, to be determined for the 2012-2013 2013-2014 2014-2015 school year, as compensation from the District’s funding pursuant to that portion of Proposition 301 funding equaling 40% of the 2012-2014 2014-2015 Classroom Site fund.
   c. In addition to base salary and in the event the Teacher’s position qualifies for such monies, Teacher shall receive performance pay if Teacher qualifies for such pay as determined by the District in accordance with the District’s Performance Pay Plan. The amount of performance pay, and the method and timing of payment of such monies, shall be specified in the District’s Performance Pay Plan. This addition to base salary shall be paid to Teacher on or about August and December 2012 2013 2014, or within thirty (30) days of receipt of relevant and necessary information, whichever is later or as otherwise approved by the Governing Board. This compensation is funded solely from Proposition 301 funding equaling 40% of the Classroom Site fund for the 2013-2014 2014-2015 school year.
   d. If eligible, Teacher shall be paid additional compensation pursuant to the District Governing Board Policy and the Memorandum of Understanding to include but not limited to: District Longevity Pay, National Board Certification Addendum, and other Governing Board approved amounts as appropriate.
   e. In the event of any conflict between the compensation figure in this Contract and the compensation figure reflected in the salary schedule, the salary schedule shall govern. Should Teacher believe that there is a mistake in the Teacher’s placement on the salary schedule, Teacher must notify the District of the possible mistake within fifteen (15) days following acceptance of this contract by Teacher.
   f. In addition to the amount listed above, the District shall pay Teacher a one-time stipend between November 1, 2013 and December 31, 2013 if the District is able to carry forward at least three million dollars ($3,000,000) in its maintenance and operations funds for use in the 2013-2014 school year. If applicable, the District shall pay as follows:
      i. if Teacher has worked between 1-3 years for the District by July 1, 2013, Teacher shall receive 1.8% of Teacher’s base salary listed above as a one-time stipend;
ii. if Teacher has worked between 4-15 years for the District by July 1, 2013, Teacher shall receive 1.95% of Teacher's base salary listed above as a one-time stipend; or

iii. if Teacher has worked for over 16 years for the District by July 1, 2013, Teacher shall receive 2.6% of Teacher’s base salary listed above as one-time stipend.

5. Pursuant to A.R.S. § 15-977 and provisions of the Classroom Site Fund, the District may or may not receive funds to support supplements to Teacher’s Base Salary. Teacher expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and employee eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment.

6. Teacher acknowledges and agrees that at any time after execution of this Contract, the Base Salary specified above may be reduced by an amount not to exceed two and one-fourth percent (2.25%) of Teacher’s salary if any of the following occurs: 1) the District’s Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2013-2014 2014-2015 fiscal year is less or becomes less than that authorized at the beginning of the 2012-2013 2013-2014 fiscal year; 2) the District fails to receive during the 2013-2014 2014-2015 fiscal year funds in the amount initially budgeted for such year; 3) the District does not receive funds that the District anticipates receiving for use in the 2013-2014 2014-2015 fiscal year from the Arizona legislature, federal funds or any other source. Teacher shall be given no fewer than ten (10) calendar days notice of any reduction in Base Salary that occurs as a result of this paragraph.

7. If additional revenues become available to the District through legislative appropriation, state sales tax revenues, decrease in anticipated cuts or decrease in revenue drop, or other legal enactment and if those revenues are appropriated, authorized, and/or permitted to be used for teacher salaries during the 2013-2014 2014-2015 school year, Teacher may be given a raise in salary, if so approved by the Governing Board in its sole discretion. Any such salary increase shall be apportioned to teachers in a manner that will be determined by the Governing Board, unless the authorizing enactment specifies the method by which the increase is to be distributed.

8. District reserves the right, as part of a salary reduction pursuant to A.R.S. § 15-544, to decrease Teacher’s salary by furloughing Teacher for up to one (1) day. Teacher will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Teacher may not use paid sick leave or other paid leave on such furlough days.

9. Teacher warrants the truth of all representations and statements made by Teacher to District in connection with Teacher’s employment. Any breach of this warranty may be grounds for termination of employment.

10. Pursuant to A.R.S. § 15-550, if Teacher is arrested for or charged with any nonappealable offense listed in A.R.S. § 41-1758.03(B), Teacher shall immediately report the arrest or charge to Teacher’s supervisor. Failure to do so shall result in immediate dismissal.

11. Teacher agrees to teach such grade, grades or subjects as the Teacher may be assigned to teach, and to perform such other duties as may be assigned. Teacher agrees to abide by and be subject to the District’s policies, regulations and rules as are in effect or may be amended during the term of this Contract.

12. Teacher shall be evaluated through the use of an evaluation system and instrument adopted and approved pursuant to A.R.S. § 15-203(A)(38) and § 15-537. The parties acknowledge and agree that the District’s evaluation system and instrument may be amended from time to time during the term of this Contract. The District will not use Teacher’s evaluation as a criteria for establishing compensation other than as required by law for distribution of classroom site funds.

13. If Teacher has retired with the Arizona State Retirement System and returned to work, teacher's employment is not subject to annual renewal and other provisions of Title 15 as specified in A.R.S. § 38-766.01. The District shall not pay retirement contributions on behalf of Teacher during the term of this contract nor shall Teacher accrue credited service, retirement benefits or long term disability program benefits under either state law or by District policy. Teacher acknowledges that the District shall place Teacher on the salary schedule as to so as to recoup the costs associated with paying an alternative contribution rate pursuant to A.R.S. § 38-766.02.

14. Pursuant to A.R.S. § 15-545, any Teacher resignation without prior Governing Board approval shall be deemed to be an unprofessional act. Teacher recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that the teacher does not fulfill his/her obligations under the contract. In the event that the teacher fails to report to his/her assignment or resigns from employment with the District, effective prior to the end of the term of this contract, employee agrees to pay the District the amount of Two Thousand Five Hundred Dollars ($2,500.00) as liquidated damages, and not as a penalty. The Governing Board may waive this payment if the employee's non-performance results from circumstances beyond his/her control or from an agreement for a resignation in lieu of dismissal. The District may withhold all or any part of these liquidated damages from any amount payable to the Teacher after receipt of the resignation or a failure to report for duty, and may take any action, including filing suit, to collect the liquidated damages. Teacher shall reimburse the District for any collection fees, attorney fees, court costs or other reasonable expenses incurred by the District to collect the amount owed as liquidated damages.

15. To the extent appropriate for the occasion and as part of the compensation, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and staff development activities/trainings, in order to foster good working relations and encourage and reward staff participation.

16. Teacher shall receive benefits in accordance with their employment status (i.e. part-time, retired, ten and one-half month, or twelve month, certificated or support staff) and pursuant to the applicable Governing Board Policies.

17. This Contract is subject to cancellation pursuant to A.R.S. § 38-511.
18. Teacher shall not discriminate against any employee, student, parent, contractor or other member of the public because of that person's sex, race, religion, color, national origin, age, disability, or any other protected category.

19-20. This contract is conditional upon the school or other work location to which Teacher is assigned remaining open and in full operation for the entire term of this contract. In the event that, pursuant to court order, lack of appropriated or available funds, or for any other reason beyond the control of the District, either the assigned school or other work location is not open in operation for the full contract term or school operations are suspended or reduced below the anticipated level, there shall be a prorata reduction of compensation under this contract corresponding to the portion of the contract term that suspended or reduced District operations require suspension or reduction of the services of Teacher and funds to pay Teacher are not appropriated or are not lawfully available.

21-22. The entire agreement between the parties shall consist of this Contract, District's salary schedule, Governing Board Policies, Memorandum of Understanding (MOU) the District's Performance Pay Plan and such fringe benefits as the Governing Board approves for this fiscal year. Any prior or contemporaneous agreements, whether written or oral, are superseded by the execution of this Contract. Any subsequent amendment or addendum to this Contract must be in writing and signed by both parties.

23-24. Employees who work less than twelve (12) months per year may be paid over twelve (12) months. This is called "annualized compensation." Annualized compensation gives you income during the summer months. Due to IRS regulations, you must make a written election to receive annualized compensation. Please initial your selection. Pay option may not be changed during the term of this contract. If you fail to return this election before you begin work for the school year, the District will not annualize your compensation.

PLEASE INITIAL YOUR ELECTION (PLEASE READ CAREFULLY):

_________ I elect annualized compensation; please annualize my compensation as follows: 26.27 pays with balloon payment of balance of contract on last payment at end of contract term

OR

_________ I do not elect annualized compensation. I choose to be paid in 22 equal payments while school is in session

26-27. This contract must be received by the District Office Human Resources Department within fifteen (15) business days from the date of the Teacher's receipt of the written contract or the offer is revoked. Receipt will be deemed to have occurred when the written contract is personally delivered, placed in the teacher's school provided mailbox, including electronic mail, or two days after being placed in a United States postal service mailbox. If the contract is returned and includes terms in addition to the terms of contract offered by the board or is not returned within the (fifteen) 15 business days, under accordance with the provisions of A.R.S. §15-536 and/or A.R.S. §15-538.01, this Contract shall be null and void. The parties specifically agree that this contract may be accepted and is approved for use by an electronic or digital signature.

BY SIGNING THIS CONTRACT, TEACHER ACKNOWLEDGES READING THIS CONTRACT AND SPECIFICALLY AGREES TO COMPLY WITH ALL TERMS IN THE CONTRACT.

TEACHER'S SIGNATURE

__________________________

DATE

GOVERNING BOARD PRESIDENT'S SIGNATURE

__________________________

DATE
LICENSING EMPLOYEE CONTRACT

Document: LICENSING EMPLOYEE CONTRACT

Issued By: Dysart Unified on insert date

Position Information

Position: 

Amount: $ 

FTE:

Type:

Salary Schedule:

This Contract is entered into by Dysart Unified School District No. 89 ("District") and "Licensed Employee."

1. District agrees to employ Licensed Employee for 197 days during fiscal year 2013-2014 2014-2015, commencing on August 1, 2013 and ending on May 22, 2015. The Contract year for Licensed Employee shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contract shall be extended so as to maintain open schools for the number of days required by the employment contracts without additional compensation to Licensed Employee.

2. Licensed Employee's employment is conditioned upon the possession at all times of a valid license and/or certification required for the position being offered and upon the satisfactory completion of any and all background checks and fingerprint clearances that may be required.

3. Licensed Employee understands and agrees that Licensed Employee is not entitled to compensation for any period during which such fingerprint clearance, license(s) and/or certificate(s) and/or approved area(s) is/are not maintained and in effect; and in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Licensed Employee for work performed during such period and District may deduct any of that paid to Licensed Employee attributable to such period from any other monies owed to Licensed Employee by District. In the sole discretion of the District, Licensed Employee may be paid at a substitute-rate, if applicable.

4. District agrees to pay Licensed Employee a salary listed above. In the event there is a difference between the salary amount stated here and the amount in the District salary schedule, the salary schedule shall govern. Licensed Employee shall also receive such fringe benefits as the Governing Board approves for this fiscal year.
   a. If eligible, Licensed Employee shall be paid additional compensation pursuant to the District Governing Board Policy and the Memorandum of Understanding to include but not limited to: District Longevity Pay, and other Governing Board approved amounts as appropriate.
   b. In the event of any conflict between the compensation figure in this Contract and the compensation figure reflected in the salary schedule, the salary schedule shall govern. Should Licensed Employee believe that there is a mistake in the Licensed Employee's placement on the salary schedule, Licensed Employee must notify the District of the possible mistake within fifteen (15) days following acceptance of this contract by Licensed Employee.
   c. In addition to the amount listed above, the District shall pay Licensed Employee a one-time stipend between November 1, 2013 and December 31, 2013 if the District is able to carry forward at least three million dollars ($3,000,000) in its maintenance and operations funds for use in the 2013-2014 school year. If applicable, the District shall pay as follows:
      i. if Licensed Employee has worked between 1-3 years for the District by July 1, 2013, Licensed Employee shall receive 1.8% of Licensed Employee's base salary listed above as a one-time stipend;
      ii. if Licensed Employee has worked between 4-15 years for the District by July 1, 2013, Licensed Employee shall receive 1.95% of Licensed Employee's base salary listed above as a one-time stipend; or
      iii. if Licensed Employee has worked for over 16 years for the District by July 1, 2013, Licensed Employee shall receive 2.0% of Licensed Employee's base salary listed above as a one-time stipend.

5. Licensed Employee acknowledges and agrees that at any time after execution of this Contract, the Base Salary specified above may be reduced by an amount not to exceed two and one-fourth percent (2.25%) of Licensed Employee's salary if any of the following occurs: 1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2013-2014 2014-2015 fiscal year is less or becomes less than that authorized at the beginning of the 2012-2013 2013-2014 fiscal year; 2) the District fails to receive during the 2013-2014 2014-2015 fiscal year funds in the amount initially budgeted for such year; 3) the District does not receive funds that the District anticipates receiving for use in the 2013-2014 2014-2015 fiscal year from the Arizona legislature, federal funds or any other source. Licensed Employee shall be given no fewer than ten (10) calendar days notice of any reduction in Base Salary that occurs as a result of this paragraph.

6. If additional revenues become available to the District through legislative appropriation, state sales tax revenues, decrease in anticipated cuts or decrease in revenue drop, or other legal enactment and if those revenues are appropriated, authorized, and/or permitted to be used for Licensed Employee salaries during the 2013-2014 2014-2015 school year, Licensed Employee may be given a raise in salary, if so approved by the
Governing Board in its sole discretion. Any such salary increase shall be apportioned to Licensed Employees in a manner that will be determined by the Governing Board, unless the authorizing enactment specifies the method by which the increase is to be distributed.

7. District reserves the right, as part of a salary reduction pursuant to A.R.S. § 15-544, to decrease Licensed Employee’s salary by furloughing Licensed Employee for up to one (1) day. Licensed Employee will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Licensed Employee may not use paid sick leave or other paid leave time on such furlough days.

8. Licensed Employee warrants the truth of all representations and statements made by Licensed Employee to District in connection with Licensed Employee’s employment. Any breach of this warranty may be grounds for termination of employment.

9. If Licensed Employee is arrested for or charged with any nonappealable offense listed in A.R.S. § 41-1758.02(D), Licensed Employee shall immediately report the arrest or charge to Licensed Employee’s supervisor. Failure to do so shall result in immediate dismissal.

10. Licensed Employee agrees to perform such responsibilities as the Licensed Employee may be assigned. Licensed Employee agrees to abide by and be subject to the District’s policies, regulations and rules as are in effect or may be amended during the term of this Contract.

11. If Licensed Employee has retired with the Arizona State Retirement System and returned to work, Licensed Employee’s employment is not subject to annual renewal and other provisions of Title 15 as specified in A.R.S. § 38-766.01. The District shall not pay retirement contributions on behalf of Licensed Employee during the term of this contract nor shall Licensed Employee accrue credited service, retirement benefits or long term disability program benefits under either state law or by District policy. Licensed Employee acknowledges that the District shall place Licensed Employee on the salary schedule so as to recoup the costs associated with paying an alternative contribution rate pursuant to A.R.S. § 38-766.02.

12. Any Licensed Employee resignation without prior Governing Board approval shall be deemed to be an unprofessional act. Licensed Employee recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that the Licensed Employee does not fulfill his/her obligations under the contract. In the event that the Licensed Employee fails to report to his/her assignment or resigns from employment with the District, effective prior to the end of the term of this contract, employee agrees to pay the District the amount of Two Thousand Five Hundred Dollars ($2,500.00) as liquidated damages, and not as a penalty. The Governing Board may waive this payment if the employee's non-performance results from circumstances beyond his/her control or from an agreement for a resignation in lieu of dismissal. The District may withhold all or any part of these liquidated damages from any amount payable to the Licensed Employee after receipt of the resignation or a failure to report for duty, and may take any action, including filing suit, to collect the liquidated damages. Licensed Employee shall reimburse the District for any collection fees, attorney fees, court costs or other reasonable expenses incurred by the District to collect the amount owed as liquidated damages.

13. To the extent appropriate for the occasion and as part of the compensation, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and staff development activities/trainings, in order to foster good working relations and encourage and reward staff participation.

14. Licensed Employee shall receive benefits in accordance with their employment status (i.e. part-time, retired, ten and one-half month, or twelve month, certificated or support staff) and pursuant to the applicable Governing Board Policies.

15. This Contract is subject to cancellation pursuant to A.R.S. § 38-511.

16. Licensed Employee shall not discriminate against any employee, student, parent, contractor or other member of the public because of that person’s sex, race, religion, color, national origin, age, disability, or any other protected category.

17. This contract is conditional upon the school or other work location to which Licensed Employee is assigned remaining open and in full operation for the entire term of this contract. In the event that, pursuant to court order, lack of appropriated or available funds, or for any other reason beyond the control of the District, either the assigned school or other work location is not open in operation for the full contract term or school operations are suspended or reduced below the anticipated level, there shall be a pro rata reduction of compensation under this contract corresponding to the portion of the contract term that suspended or reduced District operations require suspension or reduction of the services of Licensed Employee and funds to pay Licensed Employee are not appropriated or are not lawfully available.

18. The entire agreement between the parties shall consist of this Contract, District’s salary schedule, Governing Board Policies, Memorandum of Understanding (MOU) and such fringe benefits as the Governing Board approves for this fiscal year. Any prior or contemporaneous agreements, whether written or oral, are superseded by the execution of this Contract. Any subsequent amendment or addendum to this Contract must be in writing and signed by both parties.

19. Employees who work less than twelve (12) months per year may be paid over twelve (12) months. This is called “annualized compensation.” Annualized compensation gives you income during the summer months. Due to IRS regulations, you must make a written election to receive annualized compensation. Please initial your selection. Pay option may not be changed during the term of this contract. If you fail to return this election before you begin work for the school year, the District will not annualize your compensation.
PLEASE INITIAL YOUR ELECTION (PLEASE READ CAREFULLY):

I elect annualized compensation; please annualize my compensation as follows: 26.27 pays with balloon payment of balance of contract on last payment end of contract term

OR

I do not elect annualized compensation. I choose to be paid in 22 equal payments while school is in session

This contract must be received by the District Office Human Resources Department within fifteen (15) business days from the date of the Licensed Employee’s receipt of the written contract or the offer is revoked. Receipt will be deemed to have occurred when the written contract is personally delivered, placed in the Licensed Employee’s school provided mailbox, including electronic mail, or two days after being placed in a United States postal service mailbox. If the contract is returned and includes terms in addition to the terms of contract offered by the board or is not returned within the fifteen (15) business days this Contract shall be null and void. The parties specifically agree that this contract may be accepted and is approved for use by an electronic or digital signature.

BY SIGNING THIS CONTRACT, LICENSED EMPLOYEE ACKNOWLEDGES READING THIS CONTRACT AND SPECIFICALLY AGREES TO COMPLY WITH ALL TERMS IN THE CONTRACT.

LICENSED EMPLOYEE’S SIGNATURE

________________________________________

DATE ________________________________

GOVERNING BOARD PRESIDENT’S SIGNATURE

________________________________________

DATE ________________________________
This Contract is entered into by Dysart Unified School District No. 89 ("District") and "School Nurse."

1. District agrees to employ School Nurse for 197 days during fiscal year 2013-2014 2014-2015, commencing on July 1, 2013 August 1, 2014 and ending on May 23, 2014 May 22, 2015. The Contract year for School Nurse shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by the employment contracts without additional compensation to School Nurse.

2. School Nurse’s employment is conditioned upon the possession at all times of a valid license and/or certification required for the position being offered and upon the satisfactory completion of any and all background checks and fingerprint clearances that may be required.

3. School Nurse understands and agrees that School Nurse is not entitled to compensation for any period during which such fingerprint clearance, license(s) and/or certificate(s) and/or approved area(s) is/are not maintained and in effect; and in addition to any other remedies to which the District may be entitled, District shall not be obligated to pay or compensate School Nurse for work performed during such period and District may deduct any of that paid to School Nurse attributable to such period from any other monies owed to School Nurse by District. In the sole discretion of the District, School Nurse may be paid at a substitute rate if applicable.

4. District agrees to pay School Nurse a salary listed above. In the event there is a difference between the salary amount stated here and the amount in the District salary schedule, the salary schedule shall govern. School Nurse shall also receive such fringe benefits as the Governing Board approves for this fiscal year.
   a. If eligible, School Nurse shall be paid additional compensation pursuant to the District Governing Board Policy and the Memorandum of Understanding to include but not limited to: District Longevity Pay, Addendum and other Governing Board approved amounts as appropriate.
   b. In the event of any conflict between the compensation figure in this Contract and the compensation figure reflected in the salary schedule, the salary schedule shall govern. Should School Nurse believe that there is a mistake in the School Nurse’s placement on the salary schedule, School Nurse must notify the District of the possible mistake within fifteen (15) days following acceptance of this contract by School Nurse.
   e. In addition to the amount listed above, the District shall pay School Nurse a one time stipend between November 1, 2013 and December 31, 2013 if the District is able to carry forward at least three million dollars ($3,000,000) in its maintenance and operations funds for use in the 2013-2014 school year. If applicable, the District shall pay as follows:
      i. if School Nurse has worked between 1-3 years for the District by July 1, 2013, School Nurse shall receive 1.8% of School Nurse’s base salary listed above as a one time stipend;
      ii. if School Nurse has worked between 4-15 years for the District by July 1, 2013, School Nurse shall receive 1.95% of School Nurse’s base salary listed above as a one time stipend; or
      iii. if School Nurse has worked for over 16 years for the District by July 1, 2013, School Nurse shall receive 2.0% of School Nurse’s base salary listed above as a one time stipend.

5. School Nurse acknowledges and agrees that at any time after execution of this Contract, the Base Salary specified above may be reduced by an amount not to exceed two and one-fourth percent (2.25%) of School Nurse's salary if any of the following occurs: 1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2013-2014 2014-2015 fiscal year is less or becomes less than that authorized at the beginning of the 2012-2013 2013-2014 fiscal year; 2) the District fails to receive during the 2013-2014 2014-2015 fiscal year funds in the amount initially budgeted for such year; 3) the District does not receive funds that the District anticipates receiving for use in the 2013-2014 2014-2015 fiscal year from the Arizona legislature, federal funds or any other source. School Nurse shall be given not fewer than ten (10) calendar days notice of any reduction in Base Salary that occurs as a result of this paragraph.

6. If additional revenues become available to the District through legislative appropriation, state sales tax revenues, decrease in anticipated cuts or decrease in revenue drop, or other legal enactment and if those revenues are appropriated, authorized, and/or permitted to be used for School Nurse salaries during the 2013-2014 2014-2015 school year, School Nurse may be given a raise in salary, if so approved by the Governing
Board in its sole discretion. Any such salary increase shall be apportioned to School Nurses in a manner that will be determined by the Governing Board, unless the authorizing enactment specifies the method by which the increase is to be distributed.

7. District reserves the right, as part of a salary reduction pursuant to A.R.S. § 15-544, to decrease School Nurse's salary by furloughing School Nurse for up to one (1) day. School Nurse will not be required to perform any duties on any days of furlough and will receive no compensation for such days. School Nurse may not use paid sick leave or other paid leave time on such furlough days.

8. School Nurse warrants the truth of all representations and statements made by School Nurse to District in connection with School Nurse's employment. Any breach of this warranty may be grounds for termination of employment.

9. If School Nurse is arrested for or charged with any nonappealable offense listed in A.R.S. § 41-1758.03(B), School Nurse shall immediately report the arrest or charge to School Nurse's supervisor. Failure to do so shall result in immediate dismissal.

10. School Nurse agrees to perform such responsibilities as the School Nurse may be assigned. School Nurse agrees to abide by and be subject to the District's policies, regulations and rules as are in effect or may be amended during the term of this Contract.

11. If School Nurse has retired with the Arizona State Retirement System and returned to work, School Nurse's employment is not subject to annual renewal and other provisions of Title 15 as specified in A.R.S. § 38-766.01. The District shall not pay retirement contributions on behalf of School Nurse during the term of this contract nor shall School Nurse accrue credited service, retirement benefits or long term disability program benefits under either state law or by District policy. School Nurse acknowledges that the District shall place School Nurse on the salary schedule as to recoup the costs associated with paying an alternative contribution rate pursuant to A.R.S. § 38-766.02.

12. Any School Nurse resignation without prior Governing Board approval shall be deemed to be an unprofessional act. School Nurse recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that the School Nurse does not fulfill his/her obligations under the contract. In the event that the School Nurse fails to report to his/her assignment or resigns from employment with the District, effective prior to the end of the term of this contract, employee agrees to pay the District the amount of Two Thousand Five Hundred Dollars ($2,500.00) as liquidated damages, and not as a penalty. The Governing Board may waive this payment if the employee's non-performance results from circumstances beyond his/her control or from an agreement for a resignation in lieu of dismissal. The District may withhold all or any part of these liquidated damages from any amount payable to the School Nurse after receipt of the resignation or a failure to report for duty, and may take any action, including filing suit, to collect the liquidated damages. School Nurse shall reimburse the District for any collection fees, attorney fees, court costs or other reasonable expenses incurred by the District to collect the amount owed as liquidated damages.

13. To the extent appropriate for the occasion and as part of the compensation, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and staff development activities/trainings, in order to foster good working relations and encourage and reward staff participation.

14. School Nurse shall receive benefits in accordance with their employment status (i.e. part-time, retired, ten and one-half month, or twelve month, certificated or support staff) and pursuant to the applicable Governing Board Policies.

15. This Contract is subject to cancellation pursuant to A.R.S. § 38-511.

16. School Nurse shall not discriminate against any employee, student, parent, contractor or other member of the public because of that person's sex, race, religion, color, national origin, age, disability, or any other protected category.

17. This contract is conditional upon the school or other work location to which School Nurse is assigned remaining open and in full operation for the entire term of this contract. In the event that, pursuant to court order, lack of appropriated or available funds, or for any other reason beyond the control of the District, either the assigned school or other work location is not open in operation for the full contract term or school operations are suspended or reduced below the anticipated level, there shall be a pro rata reduction of compensation under this contract corresponding to the portion of the contract term that suspended or reduced District operations require suspension or reduction of the services of School Nurse and funds to pay School Nurse are not appropriated or are not lawfully available.

18. The entire agreement between the parties shall consist of this Contract, District's salary schedule, Governing Board Policies, Memorandum of Understanding (MOU) and such fringe benefits as the Governing Board approves for this fiscal year. Any prior or contemporaneous agreements, whether written or oral, are superseded by the execution of this Contract. Any subsequent amendment or addendum to this Contract must be in writing and signed by both parties.

19. Employees who work less than twelve (12) months per year may be paid over twelve (12) months. This is called "annualized compensation." Annualized compensation gives you income during the summer months. Due to IRS regulations, you must make a written election to receive annualized compensation. Please initial your selection. Pay option may not be changed during the term of this contract. If you fail to return this election before you begin work for the school year, the District will not annualize your compensation.

**PLEASE INITIAL YOUR ELECTION (PLEASE READ CAREFULLY):**

I elect annualized compensation; please annualize my compensation as follows: 26/27 pays with balloon payment of balance of contract on last payment at end of contract term

OR

I do not elect annualized compensation. I choose to be paid in 22 equal payments while school is in session
20. This contract must be received by the District Office Human Resources Department within fifteen (15) business days from the date of the School Nurse’s receipt of the written contract or the offer is revoked. Receipt will be deemed to have occurred when the written contract is personally delivered, placed in the School Nurse’s school provided mailbox, including electronic mail, or two days after being placed in a United States postal service mailbox. If the contract is returned and includes terms in addition to the terms of contract offered by the board or is not returned within the fifteen (15) business days this Contract shall be null and void. The parties specifically agree that this contract may be accepted and is approved for use by an electronic or digital signature.

BY SIGNING THIS CONTRACT, SCHOOL NURSE ACKNOWLEDGES READING THIS CONTRACT AND SPECIFICALLY AGREES TO COMPLY WITH ALL TERMS IN THE CONTRACT.

SCHOOL NURSE’S SIGNATURE

DATE

GOVERNING BOARD PRESIDENT’S SIGNATURE

DATE
This Contract is entered into by Dysart Unified School District No. 89 ("District") and "School Psychologist."  

1. District agrees to employ School Psychologist for ___ days during fiscal year 2014-2015, commencing on July ___ 2014 and ending on June ___2015. The Contract year for School Psychologist shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by the employment contracts without additional compensation to School Psychologist.  

2. School Psychologist’s employment is conditioned upon the possession at all times of a valid Arizona School Psychologist’s certificate for the position being offered and upon the satisfactory completion of any and all background checks and fingerprint clearances that may be required.  

3. School Psychologist understands and agrees that School Psychologist is not entitled to compensation for any period during which such fingerprint clearance, certificate(s) and/or endorsement(s) and/or approved area(s) is/are not maintained and in effect; and in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate School Psychologist for work performed during such period and District may deduct any of that paid to School Psychologist attributable to such period from any other monies owed to School Psychologist by District. In the sole discretion of the District, School Psychologist may be paid at a substitute if applicable.  

4. District agrees to pay School Psychologist a salary listed above. In the event there is a difference between the salary amount stated here and the amount in the District salary schedule, the salary schedule shall govern. School Psychologist shall also receive such fringe benefits as the Governing Board approves for this fiscal year.  
   a. If eligible, School Psychologist shall be paid additional compensation pursuant to the District Governing Board Policy and the Memorandum of Understanding to include but not limited to: District Longevity Pay, and other Governing Board approved amounts as appropriate.  
   b. In the event of any conflict between the compensation figure in this Contract and the compensation figure reflected in the salary schedule, the salary schedule shall govern. Should School Psychologist believe that there is a mistake in the School Psychologist’s placement on the salary schedule, School Psychologist must notify the District of the possible mistake within fifteen (15) days following acceptance of this contract by School Psychologist.  
   c. In addition to the amount listed above, the District shall pay School Psychologist a one time stipend between November 1, 2013 and December 31, 2013 if the District is able to carry forward at least three million dollars ($3,000,000) in its maintenance and operations funds for use in the 2013-2014 school year. If applicable, the District shall pay as follows:  
      i. if School Psychologist has worked between 1-2 years for the District by July 1, 2013, School Psychologist shall receive 5% of School Psychologist’s base salary listed above as a one time stipend;  
      ii. if School Psychologist has worked between 3-15 years for the District by July 1, 2013, School Psychologist shall receive 10% of School Psychologist’s base salary listed above as a one time stipend; or  
      iii. if School Psychologist has worked for over 15 years for the District by July 1, 2013, School Psychologist shall receive 20% of School Psychologist’s base salary listed above as a one time stipend.  

5. School Psychologist acknowledges and agrees that at any time after execution of this Contract, the Base Salary specified above may be reduced by an amount not to exceed two and one-fourth percent (2.25%) of School Psychologist’s salary if any of the following occurs: 1) the District’s Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2013-2014 2014-2015 fiscal year is less or becomes less than that authorized at the beginning of the 2012-2013 2013-2014 fiscal year; 2) the District fails to receive during the 2013-2014 2014-2015 fiscal year funds in the amount initially budgeted for such year; 3) the District does not receive funds that the District anticipates receiving for use in the 2013-2014 2014-2015 fiscal year from the Arizona legislature, federal funds or any other source. School Psychologist shall be given not fewer than ten (10) calendar days notice of any reduction in Base Salary that occurs as a result of this paragraph.
6. If additional revenues become available to the District through legislative appropriation, state sales tax revenues, decrease in anticipated cuts or decrease in revenue drop, or other legal enactment and if those revenues are appropriated, authorized, and/or permitted to be used for School Psychologist salaries during the 2013-2014 2014-2015 school year, School Psychologist may be given a raise in salary, if so approved by the Governing Board in its sole discretion. Any such salary increase shall be apportioned to School Psychologists in a manner that will be determined by the Governing Board, unless the authorizing enactment specifies the method by which the increase is to be distributed.

7. The District reserves the right, as part of a salary reduction pursuant to A.R.S. § 15-544, to decrease School Psychologist's salary by furloughing School Psychologist for up to one (1) day. School Psychologist will not be required to perform any duties on any days of furlough and will receive no compensation for such days. School Psychologist may not use paid sick leave or other paid leave time on such furlough days.

8. School Psychologist warrants the truth of all representations and statements made by School Psychologist to District in connection with School Psychologist’s employment. Any breach of this warranty may be grounds for termination of employment.

9. If School Psychologist is arrested for or charged with any nonappealable offense listed in A.R.S. § 41-1758.03(B), School Psychologist shall immediately report the arrest or charge to School Psychologist’s supervisor. Failure to do so shall result in immediate dismissal.

10. School Psychologist agrees to perform such responsibilities as the School Psychologist may be assigned. School Psychologist agrees to abide by and be subject to the District’s policies, regulations and rules as are in effect or may be amended during the term of this Contract.

11. If School Psychologist has retired with the Arizona State Retirement System and returned to work, School Psychologist’s employment is not subject to annual renewal and other provisions of Title 15 as specified in A.R.S. § 38-766.01. The District shall not pay retirement contributions on behalf of School Psychologist during the term of this contract nor shall School Psychologist accrue credited service, retirement benefits or long term disability program benefits under either state law or by District policy. School Psychologist acknowledges that the District shall place School Psychologist on the salary schedule so as to recoup the costs associated with paying an alternative contribution rate pursuant to A.R.S. §38-766.02.

12. Any School Psychologist resignation without prior Governing Board approval shall be deemed to be an unprofessional act. School Psychologist recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that the School Psychologist does not fulfill his/her obligations under the contract. In the event that the School Psychologist fails to report to his/her assignment or resigns from employment with the District, effective prior to the end of the term of this contract, employee agrees to pay the District the amount of Two Thousand Five Hundred Dollars ($2,500.00) as liquidated damages, and not as a penalty. The Governing Board may waive this payment if the employee's non-performance results from circumstances beyond his/her control or from an agreement for a resignation in lieu of dismissal. The District may withhold all or any part of these liquidated damages from any amount payable to the School Psychologist after receipt of the resignation or a failure to report for duty, and may take any action, including filing suit, to collect the liquidated damages. School Psychologist shall reimburse the District for any collection fees, attorney fees, court costs or other reasonable expenses incurred by the District to collect the amount owed as liquidated damages.

13. To the extent appropriate for the occasion and as part of the compensation, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and staff development activities/trainings, in order to foster good working relations and encourage and reward staff participation.

14. School Psychologist shall receive benefits in accordance with their employment status (i.e. part-time, retired, ten and one-half month, or twelve month, certificated or support staff) and pursuant to the applicable Governing Board Policies.

15. This Contract is subject to cancellation pursuant to A.R.S. § 38-511.

16. School Psychologist shall not discriminate against any employee, student, parent, contractor or other member of the public because of that person's sex, race, religion, color, national origin, age, disability, or any other protected category.

17. This contract is conditional upon the school or other work location to which School Psychologist is assigned remaining open and in full operation for the entire term of this contract. In the event that, pursuant to court order, lack of appropriated or available funds, or for any other reason beyond the control of the District, either the assigned school or other work location is not open in operation for the full contract term or school operations are suspended or reduced below the anticipated level, there shall be a pro rata reduction of compensation under this contract corresponding to the portion of the contract term that suspended or reduced District operations require suspension or reduction of the services of School Psychologist and funds to pay School Psychologist are not appropriated or are not lawfully available.

18. The entire agreement between the parties shall consist of this Contract, District’s salary schedule, Governing Board Policies, Memorandum of Understanding (MOU) and such fringe benefits as the Governing Board approves for this fiscal year. Any prior or contemporaneous agreements, whether written or oral, are superseded by the execution of this Contract. Any subsequent amendment or addendum to this Contract must be in writing and signed by both parties.

19. Employees who work less than twelve (12) months per year may be paid over twelve (12) months. This is called "annualized compensation." Annualized compensation gives you income during the summer months. Due to IRS regulations, you must make a written election to receive annualized compensation. Please initial your selection. Pay option may not be changed during the term of this contract. If you fail to return this election before you begin work for the school year, the District will not annualize your compensation.
PLEASE INITIAL YOUR ELECTION (PLEASE READ CAREFULLY):

I elect annualized compensation; please annualize my compensation as follows: 26.27% pays with balloon payment of balance of contract on last payment at end of contract term

OR

I do not elect annualized compensation. I choose to be paid in 23 equal payments while school is in session

This contract must be received by the District Office Human Resources Department within thirty (30) calendar days from the date of the School Psychologist’s receipt of the written contract or the offer is revoked. Receipt will be deemed to have occurred when the written contract is personally delivered, placed in the School Psychologist’s school provided mailbox, including electronic mail, or two days after being placed in a United States postal service mailbox. If the contract is returned and includes terms in addition to the terms of contract offered by the board or is not returned within the (thirty) 30 calendar days, under accordance with the provisions of A.R.S. §15-503, this Contract shall be null and void. The parties specifically agree that this contract may be accepted and is approved for use by an electronic or digital signature.

BY SIGNING THIS CONTRACT, SCHOOL PSYCHOLOGIST ACKNOWLEDGES READING THIS CONTRACT AND SPECIFICALLY AGREES TO COMPLY WITH ALL TERMS IN THE CONTRACT.

SCHOOL PSYCHOLOGIST’S SIGNATURE

__________________________________________
DATE _________________________________

GOVERNING BOARD PRESIDENT’S SIGNATURE

__________________________________________
DATE _________________________________
“Exceeding standards, future ready”

GOVERNING BOARD ITEM

AGENDA ITEM:  Recommendation for Renewal of Eligible Certificated and Licensed Staff, and Authorization to Issue Employment Contracts for the 2014-2015 School Year

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

Cost:  ___________  Funding Source:  Various

EXECUTIVE SUMMARY:

Administration is recommending approval of certificated and licensed employees eligible for re-employment for the 2014-2015 school year and issuance of contracts, with the exception of:

1) Non-continuing teachers who are currently completing a 90-day improvement plan per Arizona Revised Statutes are not eligible. Upon completion of the improvement plan and formal evaluation, the appropriate recommendation will be forthcoming.
2) Teachers who were issued an interim contract for the current school year and who are not currently placed for the 2014-2015 school year.
3) Current certificated staff members who do not hold the proper certification from the Arizona Department of Education are not eligible for reemployment. The proper certification includes: standard, reciprocal, provisional and highly qualified for teaching assignment.
4) Current staff who do not hold the proper licensing required for the position are not eligible for reemployment.

Appropriate recommendations on exceptions will be forthcoming.

Contracts will be offered to eligible certificated and licensed staff no later than April 15, 2014. Contracts will be issued at the 2014-2015 salary level with the 2014-2015 benefits package for certificated and licensed staff.

BOARD ACTION Requested:

It is recommended the Governing Board approve renewal of eligible certificated and licensed staff, and authorize issuance of employment contracts for the 2014-2015 school year.

SUBMITTED BY:  [Signature]  SUPERINTENDENT:  [Signature]

ACTION BY BOARD:  Motion:  ______  Second:  ______  Vote:  ______  AGENDA ITEM:  14
AGENDA ITEM: Recommendation for Renewal of Eligible Administrative Staff and Authorization to Issue Employment Contracts for the 2014-2015 School Year

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

Cost:  _______________  Funding Source:  Various  _______________

EXECUTIVE SUMMARY:

Administration is recommending the Governing Board approve renewal of eligible administrative staff and authorize the issuance of contracts for the 2014-2015 school year.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve renewal of eligible administrative staff and authorize the issuance of employment contracts for the 2014-2015 school year with benefits commensurate with the position.

SUBMITTED BY:  [Signature]  SUPERINTENDENT:  [Signature]

ACTION BY BOARD:  Motion:  _____  Second:  _____  Vote:  _____  AGENDA ITEM:  15
Dysart Unified School District  
Administrative Assignments for 2014-2015 School Year

### Cabinet Assignments
Dean, James  
Eaton, Jack  
Kellis, Dr. Quinn

### District Office Assignments
Andrews, John  
Benham, Michelle  
Braden, James  
Buck, Patricia  
Coker, Jennifer  
Cook, Jeffrey  
Cox, Sarah  
Daigle, Steven  
Dickerson, Thom  
Goyne, Myla  
Grieshaber, Adriel  
Hawari, Diana  
Heatherly, Teresa  
Kauffmann, Tina  
Martorelli, Kristie  
McCain, Joy  
Paufler, Noelle  
Rose, Shara  
Sloat, Edward  
Speidell, Marydel  
Young, Robert

### Principal Assignments
Black, Jayson  
Burns, Karse  
Capuano, Anthony  
Fisher, Dr. Rosalind  
Grieshaber, James  
Hartjen, Amy  
Hawkins, Michael  
Hill, Kathy  
Isai, Dr. Shelley  
Kaye, Dana  
Kerr, Christopher (Scott)  
Kieffer, Christopher  
Lockhart, Roberta  
May, Michelle  
Miller, Gail  
Shaw, Linda  
Stoeve, Dr. David  
Timbrooks, Marilee  
Tipton, Therese  
Vasquez-Robles, Dr. Veronica  
Wieferich, Doris (Jayne)  
Willingham, Andrea  
Winterstein, Karen

### Assistant Principal Assignments
Auch, Jennifer  
Brown, Stacie  
De La Ossa, Fernando  
Fischer, Kimberly  
Garland, Melissa  
Greenway, Arthur  
Griesel, Andrew  
Haney, Rick  
Hedges, Sherri  
Hessler, Marcianne  
Hollowell, Robin  
Kennedy, Amy  
Krienitz, Monika  
Kuffel, Matthew  
Larremore, Brad  
Lawrence, Stephanie  
LoMazzo, Kim  
McKnight, Castonia  
Ormsbee, Alicia  
Parachini, Lisa  
Pete, Cheryl  
Pierce, Steven  
St. Germain, Jeremy  
Salter, Katherine  
Sylvester, Cathie  
Timbrooks, Tylas  
Tokhi, Josephine
"Power in the preparation...Excellence in the journey...Success for a lifetime..."

GOVERNING BOARD ITEM

AGENDA ITEM: Discussion and Possible Action to Provide Direction to the Superintendent Regarding Liaison Meetings with the City of Surprise

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

Cost: N/A Funding Source: N/A

EXECUTIVE SUMMARY:

The District has been contacted by the City of Surprise to set up a meeting between the Board and Council liaisons. At this time, the Board will have an opportunity to discuss how to move forward on this request and take any action deemed necessary.

BOARD ACTION REQUESTED:

It is recommended the Governing Board provide direction to the Superintendent regarding meetings with the City of Surprise and act on ____________________________.

SUBMITTED BY: ____________________________ SUPERINTENDENT: ____________________________

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 160
AGENDA ITEM: District Demographic Information Update

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

Cost: __________________ Funding Source: __________________

EXECUTIVE SUMMARY:

Mr. Rick Brammer of Applied Economics will present information on the latest demographic data and the potential future impact to student growth.

BOARD ACTION REQUESTED:

It is recommended the Governing Board accept the information presented.

SUBMITTED BY:  [Signature] SUPERINTENDENT:  [Signature]

ACTION BY BOARD:  Motion:  _____  Second:  _____  Vote:  _____  AGENDA ITEM:  17
AGENDA ITEM: District Budget Overview

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

EXECUTIVE SUMMARY:

Mr. Jack Eaton will review prior year budget impacts and provide information about future budget issues. This will include an overview of implications for the District M&O Budget as a result of the November 2013 Bond Election not passing as well as information on the status of the Override.

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: 18
GOVERNING BOARD ITEM

AGENDA ITEM: Recommendation for Revision of Governing Board Policies Sections 10.45 and 10.54 - First Reading

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

Cost: N/A Funding Source: N/A

EXECUTIVE SUMMARY:

ASBA Policy Advisories 497-498 were provided to update member districts’ policies to be in compliance with state and federal law. The following policies are recommended for revision.

Section 10.45 – Expulsion of Students
Section 10.54 – Reporting Child Abuse / Child Protection

BOARD ACTION REQUESTED:

It is recommended the Governing Board review the revised Governing Board policies as presented. First Reading

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 19
Section 10 – Students

Section 10.45 – Expulsion of Students

A recommendation to expel shall be through the principal and forwarded to the Superintendent or his/her administrative designee. The authority to expel rests only with the Board. All expulsions requested shall have supporting data indicating the required due process procedure provided at the time of recommendation.

Expulsion is the permanent exclusion of a student from school and school activities, unless the Governing Board reinstates the student's privileges to attend school.

Expulsion

Regular Education Students

- Step 1: The administration will give the student/parent written notice that the administration has recommended the student be expelled. The notice will include a copy of this policy and/or procedure. The administration will give the student/parent written notice of the date, time and place for the formal hearing at least five (5) working days prior to the hearing. If the student withdraws after receiving notice of possible expulsion, the hearing will proceed and the results will be recorded in the student's permanent file.

- Step 2: The hearing will be closed to protect the privacy of the student unless the student/parent requests that it be open to the public. The hearing will be recorded. A copy of the recording will be made available to the student/parent upon request; however, it will not be transcribed. The student/parent may make a recording of the hearing at their expense.

- Step 3: The expulsion hearings will be conducted by an impartial hearing officer who will hear the evidence and prepare a report consisting of written findings of fact, conclusions and recommendations. The report will be based upon the hearing record which will include any written communications between the student/parent and the administration relating to the hearing, the charges, recorded testimony, and exhibits introduced at the hearing. Copies of the report will be sent to the student/parent, District administration and Governing Board. The Board is not bound to accept the hearing officer’s recommendation and must make the final decision regarding the expulsion of the student. The student may not return to school pending Board action.

- Step 4: The hearing officer's recommendation may be appealed by either the student/parent or the administration by notifying the Board within five (5) working days after the written decision of expulsion has been mailed.

- Step 5: If the recommendation is not appealed by either the student/parent or administration within this time period, the recommendation will be included on the
agenda of the next regularly scheduled Governing Board meeting for action by the Board.

- **Step 6:** If the recommendation is appealed by either the student/parent or administration within this time period, a Governing Board meeting will be scheduled to review the appeal. The student/parent will be given written notice of the date, time and place of the meeting at least five (5) days prior to the meeting. The Board will consider the matter in executive session unless the student/parent requests an open meeting. The Governing Board will expect the student and parent to attend the meeting to answer any questions that members may have regarding the appeal.

- **Step 7:** Each Board member present at the meeting will review the hearing officer's written findings of fact, conclusions, and recommendation together with the written appeal. A Board member may allow for the student/parent and the administration to present their positions, and may question the student/parent or the administration. Unless specifically requested by a Board member, no new evidence will be heard by the Board.

- **Step 8:** The Board may accept the hearing officer's recommendation or reject the recommendation and impose a different disciplinary action. The Board may grant a new hearing, take the matter under advisement, or take further action deemed necessary.

The decision of the Board is final and binding. If an expulsion is imposed, it will take effect after the Board considers the hearing officer's recommendation and determines that expulsion is the appropriate disciplinary action.

**Special Education Students**

The expulsion of special education students will be in accordance with the above procedures as modified by federal and state special education law. A student qualified under the Individuals with Disabilities Education Act (IDEA) as revised in 1997 may not be expelled from school, unless as a result of a Manifestation Determination it has been determined that the student's behavior is unrelated to the child's disability. Within ten (10) school days of a violation of a code of student conduct a Manifestation Determination will be held. If it is determined the student's behavior was influenced by or a result of the student's identified disability, an Individual Education Plan (IEP) meeting will be held to review the student's current educational placement. In compliance with Federal Law and regulation, the student may be given a change in placement in lieu of expulsion. If the behavior was not influenced by or a result of the student's identified disability, the student may be expelled. Expulsion may not result in termination of services for a student qualified under the Individuals with Disability Education Act. The Individualized Education Program Team generally determines a change in placement of an IDEA qualified student. During any change in placement, the school must provide services to the extent necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's Individualized Education Programs.

A student with a disability qualified under the Americans with Disabilities Act or Section 504 of the Rehabilitation Act of 1973 and not qualified under the Individuals with Disabilities
Education Act as revised in 1997, may be suspended or expelled from school and education services may be ceased, if nondisabled students in similar circumstances do not continue to receive education services.

Re-admittance procedure

- A student expelled from the District may request re-admittance by making a written application to the Board. Readmission is at the discretion of the Governing Board. In addition, it is the prerogative of the Board to stipulate appropriate conditions for re-admittance. The application for re-admittance shall occur no less than nine (9) months after the date of the expulsion; however, the student may not be readmitted until at least two (2) complete semesters have passed (the remainder of the semester in which the violation has occurred and two [2] additional semesters). The application must:

  - Be written and be directed to the attention of the Governing Board.

  - Contain all information that the student and parent(s) consider relevant to the Governing Board's determination as to whether or not to readmit the student. This should include information indicating:

    ➢ Evidence the student understands the severity and inappropriateness of the student's prior misconduct.

    ➢ The student's agreement and representation such misconduct or similar misconduct will not be repeated.

    ➢ A description of the student's activities since the expulsion.

    ➢ Support of the student's application for readmission.

  - Be filed in the Superintendent's office.

- The Governing Board shall meet in executive session to consider an initial application for readmission. The student and parents have the right to be present in the executive session but do not have the right to make a presentation or address the Governing Board unless they are asked to do so by the Governing Board. For this reason, it is important the application for readmission contain all information the Governing Board may deem important in determining whether to readmit the student. The Governing Board, in its sole discretion, shall determine whether the student should be readmitted, and, if so, under what restrictions and conditions. The burden is on the student and parent(s) to convince the Governing Board readmission is appropriate considering the interests of the expelled student, the District, and the interests of the other students and staff members. The Governing Board's decision is final.

- A student may file more than one (1) application for readmission. Applications subsequent to an initial application, however, may not be filed more frequently than every ninety (90) days, and the Governing Board shall meet to discuss and consider the
application only if at least two (2) members of the Governing Board ask the matter be placed on an agenda for discussion in executive session.

Re-admittance conditions

As a condition for readmission from an expulsion, the student, with parent(s) or guardian affirmation, shall agree to the following conditions:

- Regular attendance – no unexcused absence.
- No violation of school rules or policies.
- Completion of all classroom tasks in a timely fashion, as directed.
- Depending upon the nature of the original violation for which the expulsion was provided, the student may be limited as to attendance or participation in after school activities, school sports, and extracurricular events or activities.

A student allowed readmission following expulsion shall receive a written admonition that the original expulsion will be summarily reinstated should the student commit a violation of the conditions for readmission or a criminal or civil violation reflecting on the school order.
Section 10 – Students

Section 10.54 – Reporting Child Abuse / Child Protection

Any school personnel or any other person who has responsibility for the care or treatment of a minor and who reasonably believes a minor is or has been the victim of physical injury, child abuse, a reportable offense, or neglect that appears to have been inflicted upon the minor by other than accidental means or that is not explained by the available medical history as being accidental in nature or who reasonably believes there has been a denial or deprivation of necessary medical treatment or surgical care or nourishment with the intent to cause or allow the death of an infant who is protected under A.R.S. §36-2281 shall immediately report or cause reports to be made of such information to a peace officer or to the Child Protective Services (CPS) of the Department of Economic Security Division of Child Safety and Family Services, except if the report concerns a person who does not have care, custody, or control of the minor, the report shall be made to a peace officer only. Such reports shall be made immediately either electronically or by telephone or in person and shall be followed by a written report within seventy-two (72) hours.

The Division of Child Safety and Family Services has determined that all mandated reporters may now electronically submit non-emergency reports via a secure online reporting website. Non-emergency reports are those in which a child is not at immediate risk of abuse or neglect that could result in serious harm. Mandated reporters will be able to submit non-emergency reports 24 hours a day without wait times.

All reports made via the online website will require the person making the report (reporting source) to provide contact information. A representative from the Child Abuse Hotline may contact the source for additional information, if necessary. This process will make it more convenient to meet the mandated reporting requirements and help ensure child safety.

All emergency situations where a child faces an immediate risk of abuse or neglect that could result in serious harm must be reported by calling 911 or 1-888-SOS-CHILD (1-888-767-2445). If a reporting source is unsure as to whether or not the report is an emergency situation, the reporting source should call the Child Abuse Hotline to make a report.

Any concerns for the safety of a child due to abuse, neglect or abandonment, must be reported by:

Calling 1-888-SOS-CHILD (1-888-767-2445).

TDD: 602-530-1831 (1-800-530-1831), or


Pursuant to A.R.S. §13-3620, such reports shall contain:
• The names and addresses of the minor, the parents, or the person or persons having custody of such minor, if known.

• The minor's age and the nature and extent of the minor's abuse, child abuse, or physical injuries or neglect, including any evidence of previous abuse, child abuse, physical injury or neglect.

• Any other information that such person believes might be helpful in establishing the cause of the abuse, child abuse, physical injury or neglect.

A person who furnishes a report, information, or records required or authorized under Arizona Revised Statutes or a person who participates in a judicial or administrative proceeding or investigation resulting from a report, information or records required or authorized under Arizona Revised Statutes is immune from any civil or criminal liability by reason of that action unless such person has acted with malice or unless such person has been charged with or is suspected of abusing or neglecting the child or children in question.

A report is not required under A.R.S. §13-3620 for conduct prescribed by A.R.S. §13-1404 and §13-1405 if the conduct involves only minors who are fourteen (14), fifteen (15), and sixteen (16) or seventeen (17) years of age and there is nothing to indicate the conduct is other than consensual.

A report is not required if a minor is of elementary school age, the physical injury occurs accidentally in the course of typical playground activity during a school day, occurs on the premises of the school the minor attends and is reported to the legal parent or guardian of the minor and the school maintains a written record of the incident. The school will maintain a written record of the physical injury as part of the student's health file as required by Arizona State Library, Archives and Public Records (ASLAPR).

A person who fails to report abuse as provided in A.R.S. §13-3620 is guilty of a class 1 misdemeanor, except if the failure to report involves a reportable offense, the person is guilty of a class 6 felony.

Any certificated person or Governing Board member who reasonably suspects or receives a reasonable allegation that a person certificated by the Department of Education has engaged in conduct involving minors that would be subject to the reporting requirements of A.R.S. §13-3620 shall report or cause reports to be made to the Department of Education in writing as soon as is reasonably practicable but not later than three (3) business days after the person first suspects or receives an allegation of the conduct.

Any school employee who has orally reported to CPS or a peace officer a reasonable belief of an offense to a minor must provide written notification to the principal of the oral report not later than the next workday following the making of the report.
REPORTING CHILD ABUSE / CHILD PROTECTION

(Suspected Abuse, Physical Injury, Child Abuse, Reportable Offense or Neglect)

*Abuse* means the infliction or allowing of physical injury, impairment of bodily function, or disfigurement, or the infliction of or allowing another person to cause serious emotional damage as evidenced by severe anxiety, depression, withdrawal, or untoward aggressive behavior, and which emotional damage is diagnosed by a medical doctor or psychologist pursuant to A.R.S. 8-821, and which is caused by the acts or omissions of an individual having care, custody, and control of a child. *Abuse* shall include inflicting or allowing sexual abuse pursuant to A.R.S. 13-1404, sexual conduct with a minor pursuant to A.R.S. 13-1405, sexual assault pursuant to A.R.S. 13-1406, molestation of a child pursuant to A.R.S. 13-1410, commercial sexual exploitation of a minor pursuant to A.R.S. 13-3552, sexual exploitation of a minor pursuant to A.R.S. 13-3553, incest pursuant to A.R.S. 13-3608, or child prostitution pursuant to A.R.S. 13-3212.

*Child, youth, or juvenile* means an individual who is under the age of eighteen (18) years.

Abuses classified by statute as "reportable offenses" are:

- Indecent exposure [A.R.S. 13-1402]
- Public sexual indecency to a minor [A.R.S. 13-1403]
- Sexual abuse [A.R.S. 13-1404]
- Sexual conduct with a minor [A.R.S. 13-1405]
- Sexual assault [A.R.S. 13-1406]
- Molestation of a child [A.R.S. 13-1410]
- Furnishing items that are harmful to a minor via the internet [A.R.S. 13-3506.01]
- Surreptitious photographing, videotaping, filming, or digitally recording of a minor [A.R.S. 13-3019]
- Incest [A.R.S. 13-3608]
- Child prostitution [A.R.S. 13-3212]
- Commercial sexual exploitation of a minor [A.R.S. 13-3552]
- Sexual exploitation of a minor (concerning visual depiction of a minor engaged in exploitative exhibition or other sexual conduct) [A.R.S. 13-3553]
- Luring a minor for sexual exploitation [A.R.S. 13-3554]
- Admitting a minor to public displays of sexual conduct [A.R.S. 13-3558]
For all emergency child abuse and neglect reports, call:

1-888-SOS-CHILD (1-888-767-2445)

If your concern involves an emergency situation, call 911 immediately.

Online Reporting Service for Mandated Reporters

https://www.azdes.gov/dcvf/cps/mandated_reporters/

Mandated reporters are required by law, as defined by ARS 13-3620, to report all concerns of child abuse or neglect. Child Protective Services (CPS) provides a secure website for mandated reporters of child abuse and neglect to report non-emergency concerns, as authorized by ARS 13-3620. Non-emergency concerns are those in which a child is not at immediate risk of abuse or neglect that could result in serious harm. This website is only for mandated reporters to report situations that do not require an emergency response. An emergency is a situation where a child faces an immediate risk of abuse or neglect that could result in death or serious harm.

Reports shall provide the following information:

1. Your identification, and type of reporting source (i.e., school, law enforcement, etc.)
2. Student Information
   a. Name
   b. Birthdate
   c. Sex
   d. Address
   e. Names of parents, guardians
   f. School/daycare or where the child(ren) can be located
3. Adult profile – who was involved in alleged abuse and/or neglect
4. What happened
5. Details about the child and adult functioning or any other details you think will help ensure the safety of the child(ren) you are concerned about.

After submission of an on-line report you may print a copy of the document for records.

Any school employee reporting child abuse must provide written notification to the principal of the oral report no later than the following workday of making the report.

A copy of the on-line report should be printed and provided to the principal and/or nurse office for filing.
REPORTING CHILD ABUSE / CHILD PROTECTION
(Suspected Abuse, Physical Injury, Child Abuse, Reportable Offense or Neglect)

To: Child Protective Services, D.E.S. (or law enforcement agency)

Student's name ____________________________ Birth date ____________ Sex ____________
Address ____________________________
Names of parents/guardians ____________________________
E-mail address ____________________________
School ____________________________ Grade ___ Teacher ____________________________
Description of suspected present or prior abuse, child abuse, physical injury, or neglect (use additional page if necessary)

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Signature and Title of Person Making the Report ____________________________ Date ____________________________

Oral Report to: Name ____________________________
Agency ____________________________ Position ____________________________
Date ____________________________ Time ____________________________
Written report to ____________________________ Date ____________________________

Copy filed in school office