NOTICE OF PUBLIC MEETING

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

DYSART UNIFIED SCHOOL DISTRICT
GOVERNING BOARD MEETING AGENDA

STUDY SESSION/REGULAR MEETING/EXECUTIVE SESSION

REVISED

STUDY SESSION
TIME: 4:30 p.m. – Wednesday, June 4, 2014
PLACE: Nathaniel Dysart Education Center, 15802 N. Parkview Place, Surprise, AZ 85374

Continuous Improvement Plan Presentations

- Academic Services
- Business / Finance
- Human Resources
- Support Services
- IT

TREE PLANTING CEREMONY
TIME: 5:30 p.m. – Wednesday, June 4, 2014
PLACE: District Office Courtyard

REGULAR MEETING
TIME: 6:00 p.m. – Wednesday, June 4, 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
   • Retiree Recognition
   • Sundancers' Donation Recognition
5. Audience with Individuals or Groups
This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda. Pursuant to A. R. S. §38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later date. In order to facilitate accomplishing the business of the District in a timely manner, a time limit of three (3) minutes will be imposed for each individual or group addressing the Board. When you approach the podium, please state your name for the record.

MOTION TO APPROVE CONSENT AGENDA ITEMS

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

Motion __________ Second ______________ Vote _______

ACTION/CONSENT AGENDA ITEMS

1. Recommendation to Approve the Advancement Via Individual Determination (AVID) Agreement for School Year 2014-2015 and Authorize the Associate Superintendent to Sign the Agreement and Affiliated Documents
   Submitted By Dr. Miller

2. Recommendation to Approve Agreement Between Dysart Unified School District and Paradise Honors High School for iSchool Academic Instruction and to Authorize the Superintendent to Sign the Agreement and Any Affiliated Documents
   Submitted By Dr. Miller

3. Recommendation to Approve the Defined Learning Title Access Agreement with Defined Learning Education, Inc. and Authorize the Associate Superintendent for Education Services to Sign the Agreement and Any Affiliated Documents
   Submitted By Dr. Miller

4. Recommendation to Approve the Scope of Work Agreement with New Teacher Center (NTC) for Professional Development Services for School Administrators and New Teachers and Authorize the Associate Superintendent for Education Services to Sign the Agreement and Any Affiliated Documents
   Submitted By Dr. Miller

5. Recommendation to Approve Musical Instrument Museum Field Trip Grant Agreement
   Submitted By Dr. Miller

   Submitted By Mr. Dean

   Submitted By Mr. Dean

   Submitted By Mr. Dean

   Submitted By Mr. Dean

    Submitted By Mr. Dean
ACTION/CONSENT AGENDA ITEMS


13. Hearing Officer’s Recommendation(s) for Long Term Suspension

14. Approval to Adopt the Web-Based Application Defined STEM for Grades K-8

15. Approval to Adopt Textbooks and Instructional Materials for Grades 3-5 Math Program


17. Approval to Adopt the Supplemental Software The Roadmap for Entrepreneurship Education Software Program by the Consortium for Entrepreneurship Education

18. Overnight Travel for High School Athletic Teams to Attend Scheduled Tournaments and Regional and State Competitions During the 2014-2015 School Year

19. Arizona Online Charter School Student Participation in District Athletics and Activities

20. Recommendation to Approve Overnight and Out-of-State Travel

21. Recommendation to Approve Resolution Appointing Maricopa County Superintendent of Schools as Disbursing Agent for Garnishment of Wages for the 2014-2015 Fiscal Year

22. Acceptance of Donations, Gifts and Grants

23. Approval/Ratification of Expense Vouchers 1051 and 1052 in the Amount of $3,606,543.10

24. Approval/Ratification of Payroll Vouchers 7577, 54, 7578, 55, 7579 and 56 in the Amount of $16,454,782.01

INFORMATION AGENDA ITEMS

25. Recommendation for Revision of Governing Board Policy Section 7.53 - Support Staff Paid Leave

26. Information Regarding Accomplishment of the 2013-2014 Goals and Objectives


ACTION/DISCUSSION ITEMS

28. Recommendation to Approve the Proposed Budget Advertisement for the 2014-2015 Fiscal Year

29. Resolution Ordering and Calling a Special Maintenance and Operation Budget Override Election to be Held in and for Dysart Unified School District No. 89 on November 4, 2014, Declare the Deadline for Submitting Arguments “For” and “Against” the Election as August 8, 2014 at 5:00 P.M. and Authorize Expenditures Necessary to Order, Notice, and Administer the Election

Submitted By

Mr. Dean
Dr. Pletnick
Dr. Kellis
Dr. Miller
Dr. Miller
Dr. Miller
Drs. Miller/Kellis
Mr. Eaton
Mr. Eaton
Mr. Eaton
Mr. Eaton
Mr. Eaton
ACTION/DISCUSISON ITEMS

30. Recommendation to Approve the Appointment of Dean of Students
   Submitted By Mr. Dean

31. Recommendation for Authorization to Issue Notice of Intent Not to Re-employ Non-Continuing Certificated Staff for the 2014-2015 School Year
   Submitted By Mr. Dean

32. Approval of Resolution and Intergovernmental Agreement Authorizing the Sale of Tax Anticipation Notes (TANS)
   Submitted By Mr. Eaton

33. Recommendation to Approve Canceling the June 18, 2014 Governing Board Meeting
   Submitted By Dr. Pletnick

CALL FOR EXECUTIVE SESSION

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

A.1 – Superintendent’s Year-End Evaluation

Motion ____________ Second ____________ Vote ____________

RECESSING FOR EXECUTIVE SESSION

EXECUTIVE SESSION

GENERAL FUNCTIONS

A. Call to Order and Roll Call

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

C. Executive Session

A.1 – Superintendent’s Year-End Evaluation

RECONVENE REGULAR MEETING

ACTION/DISCUSISON - Continued

34. Action Regarding a Written Summary of the Superintendent’s Final Performance Evaluation for the 2013-2014 School Year
   Submitted By Dr. Pletnick

REQUESTS FOR FUTURE AGENDA ITEM(S)

ADJOURNMENT

Motion _______________ Second ___________________ Vote _________

Page 4 of 4
AGENDA ITEM: *Recommendation to Approve the Advancement Via Individual Determination (AVID) Agreement for School Year 2014-2015 and Authorize the Associate Superintendent to Sign the Agreement and Affiliated Documents

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

Cost: $9,785  Funding Source: Title I

EXECUTIVE SUMMARY:

Administration recommends the approval of the Advancement Via Individual Determination (AVID) Agreement for professional membership, materials and training to increase school wide/district wide learning and performance for the 2014-2015 school year. The mission of the AVID program is to closed the achievement gap by preparing all students for college readiness and success in a global society.

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

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the Advancement Via Individual Determination (AVID) implementation agreement for the 2014-2015 school year and authorize the Associate Superintendent to sign the agreement and affiliated documents.

SUBMITTED BY:  [Signature]  SUPERINTENDENT:  [Signature]

ACTION BY BOARD:  Motion:  ____  Second:  ____  Vote:  ____  AGENDA ITEM:  ____
AVID® STANDARD TERMS AND CONDITIONS

This AVID College Readiness System Services and Products Agreement ("Agreement") is entered into by and between AVID Center, a California non-profit corporation ("AVID Center") and the client named in the Quote(s) ("Client").

Article I. Definitions

1.1 AVID College Readiness System Services and Products Agreement ("Agreement"): The Agreement consisting of these AVID Standard Terms and Conditions, Quote (s), Exhibit(s), and any other applicable addenda.

1.2 AVID College Readiness System: The AVID College Readiness System consists of AVID Elementary, AVID Secondary, and AVID for Higher Education. Client may choose to implement (order) one or more these components of the AVID College Readiness System as indicated on Quote(s).

(a) AVID Elementary is a foundational component for elementary sites (grades K-8), designed as an embedded, sequential academic skills resource. It is intended for non-elective, multi-subject, multi-ability level classrooms.

(b) AVID Secondary consists of the AVID Elective class as the core and content area teachers using AVID strategies as school-wide implementation.

(c) AVID for Higher Education works with postsecondary institutions to support students with the goal of increasing academic success, persistence and completion rate.

1.3 AVID Materials: Any material, in any medium, printed or electronic, produced by AVID Center as a resource for Client's implementation of AVID Elementary, AVID Secondary, or AVID for Higher Education.

1.4 AVID Member Site: Any Client that implements (orders membership corresponding to) AVID Elementary and/or AVID Secondary, or AVID for Higher Education.

1.5 AVID Methodologies: Those methodologies that, when combined, form the core of AVID Elementary, AVID Secondary, or AVID for Higher Education.
1.6 **AVID Programs, Supplementary:**

Other AVID offerings that are supplementary to AVID Elementary, AVID Secondary, or AVID for Higher Education. The specific AVID programs are further defined in their corresponding Exhibit. This list is not exhaustive and is subject to change without notice: AVID Excel (AVID Secondary); AVID Roadtrip Nation Experience (AVID Secondary); AVID Roadtrip Nation Weekly (AVID Secondary); AVID Summer Bridge (AVID Secondary); AVID Test Prep (AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary); AVID Test Prep (Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary, AVID for Higher Education. Note: AVID Elementary and AVID for Higher Education subscriptions are included as part of membership; AVID Secondary subscriptions are included in Middle Level and High School Libraries, if so ordered by Client).

1.7 **Exhibit:**

The document with terms and conditions that relate specifically to a corresponding service or product ordered on the Quote(s).

1.8 **Payment Terms:**

The terms of when payment is due; as listed on the Quote.

1.9 **Quote:**

The order document that is fully incorporated into this Agreement by reference.

**Article II. Period of Agreement**

2.1 **Term:**

The Term ("Term") of this Agreement shall be July 1, 2014 to June 30, 2015 unless earlier terminated as provided herein.

**Article III. Licenses and Proprietary Rights**
3.1 **Copyright License:**

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

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

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

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

3.5 **Enforcement:** The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client’s breach of any provision of this Agreement.

3.6 **Proprietary Notices:** Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.

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

3.8 **Compliance with Laws:** Client agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over Client and its educational programs.
3.9 **Sole Source:** AVID Center affirms that it is the sole source of the AVID College Readiness System to which competition is precluded due to the existence of a patent, copyright, secret process, or monopoly. AVID Center’s sole source development includes intellectual property - copyrights and trademarks - in the AVID Curriculum, licensing for reproduction of student activity sheets associated with the curriculum, technical assistance, training to teachers and administrators, and coordination of the AVID College Readiness System through consultation, data collection and certification processes.

**Article IV. Compensation**

4.1 **Quotes—Invoicing and Payment:** During the Term of this Agreement, Client may request Quote(s) for AVID services and/or products. Client indicates its acceptance of a Quote by signing the respective Quote. Should Client issue Purchase Orders for such Quotes, the terms and conditions of this Agreement shall control for all Purchase Orders; no terms and conditions on Purchase Orders will apply to any part of this Agreement. AVID Center will invoice Client according to signed Quote(s) and the terms listed therein.

**Article V. Status of Parties**

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

**Article VI. Authority**

6.1 **AVID Center Warranty:** AVID Center warrants that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement.

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

**Article VII. Termination**
7.1 **Termination for Cause:** Subject to the last sentence of this Paragraph 7.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement and (i) fails to cure that breach within thirty (30) days of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by Client that is not cured as described above, AVID Center shall have the right to terminate Client’s right to conduct or part of an AVID product or service at one or more specific AVID Member Sites, by giving written notice to Client of the sites so terminated, without terminating this Agreement with respect to the other products or services at the particular AVID Member Site and/or other AVID Member Site(s) subject to this Agreement. Any termination under this Paragraph 7.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any material breach by Client, which is further defined as a breach of any of the provisions of Article III, shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon such material breach by Client.

7.2 **Other Terminations:**

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

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

7.4 **Cumulative Remedies:**

All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Sections 3.3, 3.4, 3.5, 3.6, 4.1, and all of the provisions of Articles VII and VIII shall survive the termination or expiration of this Agreement.

**Article VIII. General Provisions**
8.1 **Governing Law and Venue:** Term intentionally deleted by mutual consent of School System and AVID Center.

8.2 ** Entire Agreement:** All Quotes, Exhibits, and other addenda to this Agreement are fully incorporated herein. This Agreement, including all addenda, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.

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

8.4 **Force Majeure:** Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

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

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

8.7 **Assignment:**

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

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

Notices to Dysart Unified School District should be sent to:

The Office of the Superintendent
Dysart Unified School District #89
15802 North Parkview Place
Surprise, Arizona 85374

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

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

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

**Article IX. Additional Terms Required by Client**

Page 8 of 10
9.1 Compliance with Immigration Laws: As required by A.R.S. § 41-4401, AVID Center certifies that it and all of its subcontractors, if any, are in compliance with federal immigration laws and regulations that relate to their employees and with A.R.S. § 23-214 (A). A breach of this warranty shall be deemed a material breach of this agreement and shall be subject to penalties up to and including termination of this agreement. District shall have the right to inspect the papers of AVID Center and of any subcontractors to ensure that Contractor and any subcontractors are complying with this warranty.

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

9.3 Scrutinized Business Operations: As required by A.R.S. §§ 35-391.06 and 35-393.06, AVID Center certifies that it does not have a scrutinized business operation in either Sudan or Iran.
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

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

Dysart Unified School District #89
AZ

Signature: AVID Center Authorized

Signature: Client Authorized

Cyndi Miller

Printed or Typed Name

Printed or Typed Name

Associate Superintendent

Title

Title of Designee

June 4, 2014

Date

Date

AVID Center
9246 Lightwave Avenue, Suite 200
San Diego, CA 92123
Employer ID # 33-0522594
EXHIBIT to the AVID College Readiness System Services and Products Agreement for AVID District Leadership Training

As per AVID District Leadership Training being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID District Leadership Training ("AVID District Leadership Training Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. AVID District Leadership Training

1.1 AVID District Leadership Training: AVID provides AVID District Leadership (ADL) Training as part of the District Director Professional Learning Services fee. ADL sessions are designed to prepare and support the AVID District Director. The four sessions are taken in sequential order over a two year period at various facilities throughout the country (the Client should periodically check www.avid.org for listings). The District Director is to maintain a portfolio and additionally participate in online and web-hosted meetings coordinated by AVID Center. Upon completion of all four sessions, the District Director becomes certified by AVID as a District Director and continues their training by attending ongoing national, divisional, or state AVID Center meetings. ADL training is for district level personnel responsible for start-up and quality assurance of the AVID Secondary program as described above. ADL includes two small-group trainings per year which consist of AVID methodologies, understanding the role and responsibilities of the District Director; and learning about our online resources, data collection, certification, and continued professional learning.

The ADL Training Schedule is split into two years as follows:

<table>
<thead>
<tr>
<th>Training Level</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1:</td>
<td></td>
</tr>
<tr>
<td>Summer Institute</td>
<td>3 days, summer</td>
</tr>
<tr>
<td>Session 1</td>
<td>2 1/2 days, fall</td>
</tr>
<tr>
<td>Session 2</td>
<td>2 1/2 days, spring</td>
</tr>
<tr>
<td>Year 2:</td>
<td></td>
</tr>
<tr>
<td>Summer Institute</td>
<td>3 days, summer</td>
</tr>
<tr>
<td>Session 3</td>
<td>2 1/2 days, fall</td>
</tr>
<tr>
<td>Session 4</td>
<td>2 1/2 days, spring</td>
</tr>
<tr>
<td>Summer Institute</td>
<td>3 days, summer</td>
</tr>
</tbody>
</table>

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

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

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

Article II. Term of Exhibit

2.1 Term: The parties agree that this Exhibit shall be in effect from July 1, 2014 to June 30, 2015 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").
Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership

As per AVID Secondary Membership being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership ("AVID Secondary Membership Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

**Article I. AVID Membership Benefits**

1.1 **AVID Membership**: "AVID Members" or "AVID Member School Sites" are those School Sites listed on the Quote as implementing one or more AVID program—Secondary, or Secondary and Elementary. Annual membership runs concurrently with the Term of this Exhibit.

1.2 **AVID College Readiness System and Materials**: Client is entitled to implement the applicable AVID program(s) only at the AVID Member School Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member School Sites' AVID College Readiness System pursuant to the provisions of this Exhibit.

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

- Access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute;
- Access to training for the District Director through the two-year AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute;
- Access to other quality continuing professional learning trainings or services such as AVID Path Trainings, AVID Weekly, AVID Test Prep, and others;
- Coordination with Client's District Director to collect, report, and analyze data from Client and Member School Sites;
- Review the quality of implementation through the Certification process;
- Access to ongoing AVID College Readiness System development through various divisional workshops and online offerings;
- Permission to use the AVID Trademarks as described in the Standard Terms and Conditions;
- Electronic newsletters and access to the resources available through the password-protected MyAVID area of AVID Center's website;
- An AVID yearbook and ACCESS academic journals for Client and each Member School Site listed on the Quote as implementing the Secondary Program; and
- Assistance in disseminating information about AVID to potential new AVID middle school and high school sites within Client.

1.4 **AVID Reports**: AVID Center agrees to provide Client with reports on AVID data collected by Client.

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

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

1.7 **Annual Membership/License Fee**: Client agrees to pay AVID Center an annual membership/license fee based on the total number of Member School Sites in Client's AVID program according to the pricing schedule set forth on the Quote.

AVID Secondary Membership Exhibit 2014-15
Article II. Term of Exhibit

2.1 Term: The parties agree that this Exhibit shall be in effect from July 1, 2014 to June 30, 2015 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

Article III. Client Responsibilities

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

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

3.3 AVID Secondary Staff Training: Client agrees to provide, at its expense, ongoing training for site coordinators and AVID site teams at AVID Member School Sites.

3.4 AVID Summer Institute: Client agrees to ensure that each secondary site in their initial year of implementing AVID Secondary will send a minimum of eight (8) participants (unless AVID agrees to a lesser number on the Quote) to an AVID Summer Institute. AVID Center recommends sending a site team that includes the principal, counselor, AVID coordinator, and core subject area teachers. AVID Center recommends AVID Member School Sites implementing the second year of the Secondary program send teams of at least five (5) members and encourages AVID Member School Sites to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites. The AVID Summer Institute registration pricing is listed on the Quote. Client understands that travel, lodging, per diem costs and any other costs are not included in the price of the participant registration.

3.5 Professional Learning: Client agrees to conduct AVID professional learning for its AVID Member School Sites based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for professional learning sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agendas provided in training materials, and on the content areas related to educational reform initiatives in public schools in Client’s state.

3.6 Data Collection: On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center’s data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as “privileged” or “confidential” before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Section 3.6 in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.
Quote: Dysart Unified School District #89

To
Dysart Unified School District #89
Chris Borders
11425 N. Dysart Road
El Mirage, AZ 85335

From
Cookie Knoll
5889 Greenwood Plaza Blvd.
Suite 210
Greenwood Village, CO 80111
E-mail: cknoll@avid.org
Phone: (303) 436-2203

Summary
Total Amount: $9,785.00
Shipping Method: UPS
Payment Terms: Net 30
Quote ID: QUO-01930-X8W7J1
Date: 4/8/2014

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</tbody>
</table>

Pre Freight Amount | $9,785.00
Total Tax | $0.00
Total | $9,785.00
By signing below, Client hereby agrees to purchase all items listed on this Quote, subject to and in accordance with the AVID Standard Terms and Conditions, this Quote, and any Exhibits attached hereto, all of which comprise the AVID College Readiness System Services and Products Agreement.

☐ Purchase Order is not required.

If Client checks the box above, Client hereby confirms that the Client does not require a Purchase Order for payment of any related invoice(s); in which case AVID Center will proceed to fulfill services and/or products and invoice Client according to this approved Quote.

If Client does not check the box above, Client agrees to provide AVID Center with a valid Purchase Order in a timely manner, in which case AVID Center will not invoice Client until Client provides and AVID Center receives a valid copy of the Purchase Order; AVID Center will not fulfill any services or products until such Purchase Order is received.

Client Signature

Associate Superintendent
Title

June 4, 2014
Date
AGENDA ITEM: *Recommendation to Approve Agreement Between Dysart Unified School District and Paradise Honors High School for iSchool Academic Instruction and to Authorize the Superintendent to Sign the Agreement and Any Affiliated Documents

EXECUTIVE SUMMARY:
Administration recommends Governing Board approve the agreement with Paradise Honors High School for the provision of distance academic instruction via the district iSchool program, and to authorize the Superintendent to sign the agreement and any affiliated documents.

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

BOARD ACTION REQUESTED:
It is recommended that the Governing Board approve the agreement with Paradise Honors High School for the provision of distance academic instruction via the District iSchool program, and authorize the Superintendent to sign the agreement and any affiliated documents.

SUBMITTED BY: cmitter SUPERINTENDENT: Paul Shrum

ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM: 2
AGREEMENT FOR
DYSART UNIFIED SCHOOL DISTRICT
iSCHOOL SERVICES

This Agreement for Dysart Unified School District Unified School District i-School Services ("Agreement") is entered into as of June 4, 2014, ("Effective Date") by and between the Governing Board of Dysart Unified School District No. 89 ("DUSD") and Paradise Honors High School ("Charter School").

RECITALS

DUSD has developed a certain proprietary distance learning program, including proprietary computer software, for students to receive comprehensive 9-12 academic instruction via the Internet ("iSchool"). iSchool consists of the items described in Schedule A.

Charter School desires to obtain from DUSD certain support services for Charter School students enrolled and participating in iSchool, and DUSD desires to provide to Charter School certain support services for Charter School students enrolled and participating in iSchool, upon the terms and conditions set forth in this Agreement.

DUSD desires to enroll Charter School students in iSchool, and Charter School desires to provide access to DUSD to enroll Charter School students in iSchool.

NOW THEREFORE, in consideration of the foregoing premises and of the mutual covenants contained herein, DUSD and Charter School agree as follows:

1. DYSART UNIFIED SCHOOL DISTRICT UNIFIED SCHOOL DISTRICT SERVICES

DUSD agrees to provide to Charter School the support services described in Schedule B ("Services"). DUSD's obligation to provide the Services is limited to the term of this Agreement and is subject to the terms and conditions set forth in this Agreement.

2. CHARTER SCHOOL SERVICES

Charter School agrees to provide to DUSD the support services described in Schedule B ("Services"). Charter School's obligation to provide the Services is limited to the term of this Agreement and is subject to the terms and conditions set forth in this Agreement.

3. PAYMENT

Fees for the Services provided under this Agreement shall be calculated according to Schedule C. Payments shall be made within 30 days of presentation of a written invoice. An interest penalty equal to one percent per month (or portion thereof) on any delinquent amount owed under this Agreement may be charged.
4. TERM

This Agreement shall commence on the Effective Date and is renewable each fiscal year by mutual agreement of the parties.

5. TERMINATION

Default. In the event that either party materially fails to perform or comply with any provision of this Agreement, and fails to remedy the default within 30 days after receipt of written notice of the default, then the non-defaulting party shall have the right, at its sole option and upon written notice to the other, to terminate this Agreement.

Failure to Appropriate Funds. This Agreement may be terminated by the party at the end of the period for which funds are appropriated if funds are not appropriated or are not otherwise available for the continuance of this Agreement. Notice of such non-appropriation and termination shall be given at the earliest possible time. Nothing in this paragraph shall be construed to release a party from obligations which accrue prior to the end of the period for which funds are appropriated.

6. STATE-REQUIRED PROVISIONS

Termination. This Agreement is subject to termination under A.R.S. § 38-511.

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

7. NOTICES

A notice required by this Agreement shall be sent by U.S. certified mail, return receipt requested, or delivered by hand to the party at the address indicated in Schedule D or such other address requested by notice to the other party. A notice shall be considered given when received.

8. INDEMNITY

Each party will indemnify, hold harmless and defend, with counsel reasonably acceptable to the other party, the other party and its officers, employees, and agents from and against all losses arising out of or in connection with any negligent or willful act or omission of the party and its agents, including without limitation to the extent such act or omission causes or contributes to (i) any bodily injury, sickness, disease or death; (ii) any injury to or destruction of tangible or intangible property (including computer programs and data or any loss of use resulting therefrom); or (iii) any violation of any statute, ordinance, or regulation.
9. LIMITATION OF LIABILITY

**Damages Limitation.** Each party disclaims any and all liability for any indirect, special, or consequential damages or lost profits arising out of or related to this Agreement, even if that party has been advised of the possibility thereof, or knew or should have known thereof, including without limitation, any claims for loss of data or software, negligence, or delay of a party in providing any goods or performing any Services hereunder.

**Limitation On Any Recovery.** Each party specifically agrees that the other party's liability for damages for any cause whatsoever, regardless of the form of action, whether in contract or in tort, shall be limited to the total fees paid by the other party under this Agreement.

**One-Year Limitation Period.** No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either party more than one year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a party knew or reasonably should have known of the breach or claimed breach.

**Uncontrollable Events.** Neither party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control; provided, however, that this provision shall not operate to excuse either party from prompt payment of any amounts required to be paid under this Agreement.

10. REMEDIES; ATTORNEYS' FEES

A breach by either party of any of the provisions of this Agreement shall entitle the other to all rights and remedies provided by the Agreement or pursuant to applicable law. The prevailing party in any action to enforce or interpret any provision of this Agreement shall be entitled to reasonable attorneys' fees and disbursements, including but not limited to court costs and fees, fees and costs of expert witnesses, fees of court reporters, and transcripts.

11. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Arizona and by applicable federal law. Any action or proceeding brought by a party with respect to the breach or enforcement of the terms of this Agreement shall be brought in the courts of the State of Arizona situated in Maricopa County.

12. SEVERABILITY

If any one or more provisions of this Agreement are, for any reason, held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision contained in this Agreement.

13. WAIVER

A waiver by either party of any of the terms, conditions and covenants to be performed by the other shall not be construed to be a waiver of any succeeding breach, nor of any other term, condition, or covenant contained in this Agreement.

14. ENTIRE AGREEMENT

This Agreement states the entire agreement between the parties concerning its subject matter and supersedes all related prior oral and written negotiations and understandings. This Agreement may not be amended except by a mutual written agreement of the parties.
IN WITNESS WHEREOF, DUSD and Charter School caused this Agreement to be executed by their respective duly authorized representatives as of the dates indicated by their representatives’ signatures.

DYSART UNIFIED SCHOOL DISTRICT NO. 89

Signature
Name: Gail Pletnick
Title: Superintendent
Date: ___________

PARADISE HONORS HIGH SCHOOL

Signature
Name: Tim Gonzales
Title: Assistant Executive Director
Date: ___________

SCHEDULE A

iSchool DESCRIPTION

The DUSD iSchool Program offers students statewide, electronic instruction in grades 9-12. The basic core program currently has over 40 high-quality, interactive online courses taught by certified teachers. The DUSD iSchool Program provides multimedia-rich curriculum aligning to state and national standards as well as numerous online tools for both parents and students. The Program is more fully described on its website: http://ischool.dysart.org
Schedule B

Statement of Services

DYSART UNIFIED SCHOOL DISTRICT SERVICES

DUSD agrees to:

- Provide an online course catalog, covering grades 9-12.
- Provide appropriate software for the online delivery of instruction to students, tools to facilitate instructor and student communication, and reporting capabilities, including student progress and performance reporting.
- Hire and manage appropriate qualified personnel to deliver necessary instruction.
- Provide support and administrative personnel for bookkeeping and curriculum management.

CHARTER SCHOOL SERVICES

During the term of this Agreement, Charter School shall generally advise students of the opportunity to participate in iSchool, when deemed appropriate by Charter School, and perform the following support services for Charter School students who are enrolled in iSchool:

- Providing any face-to-face instruction or counseling that Charter School, in its discretion, desires to provide an enrolled student.
- Providing any special education services to students with disabilities who participate in iSchool.
- Providing registration services to students and families of Charter School.
- Assisting students and families as needed.

All Services performed by Charter School pursuant to this Agreement will be rendered in a professional manner in accordance with generally accepted professional standards prevailing at the time. Charter School shall be solely responsible for assigning its employees and agents to perform the Services.

The relationship created by this Agreement is that of Charter School as an independent contractor providing services to DUSD. This Agreement does not create the relationship of principal-agent, employee-employer, partnership, or joint venture.
### Schedule C

#### Service Fee Formula

| 1. Student who is enrolled in Paradise Honors High School or who enrolls in Paradise Honors High School immediately prior to and after entering the iSchool Program | If a student is enrolled at Paradise Honors High School, Paradise Honors High School will claim the ADM for the student and pay to DYSART UNIFIED SCHOOL DISTRICT $150 per semester course per student from August 1st until July 31st. |


Schedule D
Notice and Contact Information

Notice:
Paradise Honors High School
12775 N. 175th Avenue
Surprise, AZ 85388
Attn: Tim Gonzales
Assistant Executive Director
623-455-7401

Primary Contact Person for Implementation of iSchool Services Agreement:
Thom Hughart
School Counselor
Paradise Honors High School
12775 N. 17th Avenue
Surprise, AZ 85388
623-455-7408

Primary Contact for Billing Information:
Ms. Vivian Gonzales
Accounting Department
Paradise Honors High School
12775 N. 175th Avenue
Surprise, AZ 85338
623-455-7406

Notice:
Dysart Unified School District
15802 North Parkview Place
Surprise, AZ 85374
Attn: Gail Pletnick, Superintendent
623-876-7002

Primary Contact Person for Implementation of iSchool Services Agreement:
Amy Kennedy
iSchool Coordinator
15802 North Parkview Place
Surprise, AZ 85374
623-876-7070
623-876-7062 (fax)

Party Responsible for Payment:
Finance Department
Dysart Unified School District Unified School District
15802 North Parkview Place
Surprise, AZ 85374
623-876-7959
623-876-7046 (fax)
AGENDA ITEM: Recommendation to Approve the Defined Learning Title Access Agreement with Defined Learning Education, Inc. and Authorize the Associate Superintendent for Education Services to Sign the Agreement and Any Affiliated Documents

Action/Consent X Action/Discussion ____ Information ____ Supporting Data ____
Cost: $46,095 Funding Source: 

EXECUTIVE SUMMARY:

Administration recommends the Governing Board approve the Defined Learning Title Access Agreement with Defined Learning Education, Inc. 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.

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

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the Defined Learning Title Access Agreement with Defined Learning Education, Inc., and authorize the Associate Superintendent for Education Services to sign the agreement and any affiliated documents.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM: 3
Defined Learning Title Access ("Agreement")
Made 05/20/2014 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 07/01/14 through and including 06/30/15.

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<th>Quantity</th>
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<td>21</td>
<td>Defined STEM License</td>
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<td>$2,195</td>
<td>$46,095</td>
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</table>

3. The offer set forth in this Agreement shall be open through 07/07/2014.

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 all 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. § 38-511, 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 98-4) (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 to of the unavailability and non-appropriation of public funds. It is expressly agreed that neither party shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contact, but only as an emergency fiscal measure.

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: Christopher Kolar
Date: May 20, 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
“Power in the preparation...Excellence in the journey...Success for a lifetime...”

GOVERNING BOARD ITEM

AGENDA ITEM:  *Recommendation to Approve the Scope of Work Agreement with New Teacher Center (NTC) for Professional Development Services for School Administrators and New Teachers and Authorize the Associate Superintendent for Education Services to Sign the Agreement and Any Affiliated Documents

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

Cost:  $98,800  Funding Source:  Title II

EXECUTIVE SUMMARY:

Administration recommends the Governing Board approve the scope of work agreement with New Teacher Center for professional development services for school administrators and new teachers. NTC will provide district and program leader services to new teachers as well as professional development for mentors, instructional coaches and site leaders.

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

BOARD ACTION REQUESTED:

It is recommended that the Governing Board approve the Scope of Work Agreement with New Teacher Center (NTC) for Professional Development Services for School Administrators and New Teachers and authorize the Associate Superintendent for Education Services to sign the agreement and any affiliated documents.

SUBMITTED BY:  [Signature]  SUPERINTENDENT:  [Signature]

ACTION BY BOARD:  Motion:  Second:  Vote:  AGENDA ITEM:  4
NEW TEACHER CENTER SERVICES AGREEMENT

This Services Agreement ("Agreement") is effective upon a fully executed contract being in place ("Effective Date") by and between New Teacher Center, a California public benefit corporation ("NTC") and Dysart Unified School District ("Client").

WHEREAS, NTC offers K-12 induction and professional development services for new teachers and school administrators, and Client desires to obtain these services from NTC.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. SERVICES AND FEES

1.1 Services. NTC shall provide Client with the Services as identified in Exhibit A ("Services"). Such fees do not include taxes or duties.

1.2 Fees and Payment. Client shall pay to NTC the fees as set forth in Exhibit A. All payments made pursuant to this Agreement or any addenda hereto shall be payable in U.S. currency.

2. OWNERSHIP

2.1 Materials. All content, visual interfaces, information, data, graphics, designs, compilations, products, software, records, reports, documents, booklets, guides, modules, training modules, resource and instructional guides, know-how and such other writings, recordings and all other elements provided by NTC, regardless of form (i.e., whether video, paper, electronic or otherwise), and whether tangible or intangible, whether previously established by NTC or created or produced for the first time by NTC in the performance of its obligations pursuant to this Agreement ("Materials"), are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. NTC retains and shall own all right, title and interest in and to all Materials. If at any time Client acquires any rights, title or interest in the intellectual property rights relating to the Materials, Client hereby irrevocably transfers, conveys and assigns to NTC all of its right, title and interest therein. Client shall execute such documents, render such assistance, and take such other action as NTC may reasonably request, at NTC's expense, to apply for, register, perfect, confirm and protect NTC's rights to all intellectual property rights relating to the Materials.

2.2 Other Organizations. Client acknowledges that NTC provides K-12 teacher and administrator induction and professional development services in other locations throughout the country, and that such services are similar to the services NTC will provide pursuant to this Agreement; and, further, that such services NTC provides elsewhere result in the preparation of materials that may be similar to those Materials provided pursuant to this Agreement.

2.3 License Grant for Training Contracts. Client acknowledges that the Services and Materials provided under this Agreement are proprietary to NTC, its subsidiaries, and/or its affiliates and that no Materials shall be deemed a work for hire. NTC hereby grants to Client a non-transferable, non-exclusive license to use, copy and distribute Materials to its employees only and only for Client's internal training purposes. For clarity, Client shall not and shall ensure that its employees shall not (i) independently present the Materials in a module, academy, workshop or similar training environment without NTC's prior written consent; or (ii) use the Materials for commercial purposes or make any derivative works of or otherwise modify the Materials. Other than as expressly set forth in this Agreement, no license or other rights in such intellectual property are granted to Client,
and all such rights are hereby expressly reserved by NTC. Client shall not obscure or remove any copyright, trademark or other proprietary-rights notices and shall reproduce all such notices on any authorized copies of Materials.

2.4 Trademarks. The Services or Materials may include NTC’s trademarks, trade names, logos and other proprietary notices (the “NTC Marks”). NTC hereby grants to Client a limited, non-exclusive, non-transferable license, with no right to sublicense, to display the NTC Marks on Client’s websites. Any display of the NTC Marks is subject to the NTC’s trademark usage guidelines, as may be provided by NTC in writing to Client from time to time. Any goodwill generated through use of the NTC Marks is owned by and will inure to the benefit of NTC. NTC may use Client’s name in connection with NTC’s general marketing materials.

3. CONFIDENTIAL INFORMATION

3.1 Non-Disclosure of Confidential Information. Neither NTC nor Client shall disclose to any third party any confidential or proprietary information, including without limitation employee and student data, financial data and mailing lists, product plans and strategies, technical data and research, know-how, and customer and related information which the disclosing party considers to be confidential (“Confidential Information”), for any purpose other than performance of the Services, without first having obtained the prior written consent of the other party. Both parties shall take reasonable measures to protect the secrecy of and to avoid the unauthorized use and disclosure of the Confidential Information of the other party. For clarity, Client’s name and general information about the scope of Services provided hereunder are not considered Confidential Information.

3.2 Exceptions. Notwithstanding the foregoing, Confidential Information shall not be deemed to include information if: (i) it was already known to the receiving party (without improper conduct or breach of an obligation) prior to disclosure to the receiving party by the disclosing party, as established by documentary evidence; (ii) it is in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party; (iii) it has been rightfully received by the receiving party from a third party and without breach of any obligation of confidentiality of such third party to the owner of the Confidential Information; (iv) it has been approved for release by written authorization of the owner of the Confidential Information; (v) it has been independently developed by a party without access to the Confidential Information of the other party; (vi) it was derived from Confidential Information in the aggregate to inform the advancement of the field and contains no identifiable information of individuals, programs, districts or states.

4. DISCLAIMERS

4.1 No Warranties. THE MATERIALS AND SERVICES ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS. NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER ORAL OR WRITTEN, WHETHER EXPRESS, IMPLIED, OR ARISING BY STATUTE, CUSTOM, COURSE OF DEALING OR TRADE USAGE, WITH RESPECT TO PRODUCTS, SPECIFICATIONS, SUPPORT, SERVICE OR ANY OTHER MATERIALS PROVIDED HEREUNDER. BOTH PARTIES SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND MERCHANTABILITY.

4.2 Limitation of Liability. UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE SHALL NTC OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD PARTY PARTNERS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR USE OR COST OF COVER) ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF NTC OR NTC'S AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF NTC TO ANY PERSON ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, INCLUDING BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT THEORY, EXCEED THE TOTAL AMOUNTS PAID TO NTC PURSUANT TO THIS AGREEMENT IN THE
TWELVE (12) MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY.

5. INSURANCE

NTC will maintain insurance in accordance with the following amounts:
Commercial General Liability: $1,000,000 per occurrence $2,000,000 limit in the aggregate;
Commercial Automobile Liability: $1,000,000 combined single limit per accident; and Worker’s Compensation:
Coverage in place as per legal requirements in employee’s state of employment.

6. INDEMNIFICATION

6.1 NTC’s Obligation. NTC shall indemnify, and hold Client, its officers, employees, and agents harmless from and against liability, loss, expense (including reasonable attorneys’ fees) or damages for which Client is liable, except that NTC’s obligation hereunder is only in proportion to and to the extent such liability, loss, expense or damages are caused by the negligence or willful misconduct of NTC, its officers, employees, or agents.

6.2 Client’s Obligation. Client shall indemnify, and hold NTC, its officers, employees, and agents harmless from and against liability, loss, expense (including reasonable attorneys’ fees) or damages for which NTC is liable, except that Client’s obligation hereunder is only in proportion to and to the extent such liability, loss, expense or damages are caused by the negligence or willful misconduct of Client, its officers, employees, or agents.

7. TERM AND TERMINATION

7.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for the period specified in Exhibit A (“Initial Term”), unless earlier terminated in accordance with the terms and conditions of this Agreement. Thereafter, the parties may mutually agree in writing to renew this Agreement for additional terms as agreed upon by both parties (each a “Renewal Term,” and collectively with the Initial Term, the “Term”).

7.2 Termination. Either party may terminate this Agreement without cause upon thirty (30) days prior written notice in advance of a scheduled service date, or prior to its expiration and upon thirty (30) days prior written notice if: (a) a party breaches any material term (including any payment terms) of this Agreement and the breaching party has not cured the breach within such thirty (30) day period; or (b) a party is the subject of a liquidation or insolvency, or the filing of bankruptcy, or similar proceeding(s) (provided that in the case of involuntary proceedings, such proceedings are not dismissed within sixty (60) days of filing).

7.3 Accrued Obligations. Expiration or termination of this Agreement for any reason shall not release either party hereto from any obligation or liability which, at the time of such expiration or termination, has already accrued to the other party or which is attributable to a period prior to such expiration or termination, including without limitation all payment obligations incurred prior to the effective date of such termination or expiration, nor preclude either party from pursuing all rights or remedies it may have hereunder or at law or in equity with respect to any breach of this Agreement.

7.4 Survival. Sections 2 (Ownership), 3 (Confidential Information), 4 (Disclaimers), 7.3 (Accrued Obligations), and 8 (Miscellaneous) shall survive termination or expiration of this Agreement.

8. MISCELLANEOUS

8.1 Notice. Any notice, approval, consent, acceptance, request, bill, demand, or statement hereunder from either party to the other shall be in writing and shall be deemed given when deposited with the United States Postal Service in a postage pre-paid envelope sent regular mail or delivered by hand from one party to the other with an appropriate receipt obtained, addressed as follows:
8.2 Modifications, Amendments and Waivers. This Agreement may not be modified or amended, including by custom, usage of trade, or course of dealing, except by an instrument in writing signed by duly authorized employees of both of the parties hereto. The failure of either party to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. Changes to dates of services and additions to services which increase or decrease the not to exceed amount of the Agreement by no more than 20% as per Exhibit A Summary may be effected upon written notice signed by both parties.

8.3 Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid, in whole or in part for any reason, each party agrees that such provision shall be enforced to the maximum extent permissible so as to give the fullest effect to the intention of the parties when executing this Agreement, while complying with applicable laws or stricken if not so conformable, so as not to affect the validity or enforceability of the remainder of this Agreement.

8.4 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereunder. Neither party may assign its rights and obligations hereunder without written consent of the other party.

8.5 Independent Contractor. NTC is an independent contractor. Neither party shall represent itself as the agent or legal representative of the other party for any purpose whatsoever, and shall have no right to create or assume any obligation of any kind, express or implied, for or on behalf of the other party in any way whatsoever. This Agreement will not create or be deemed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership.

8.6 Force Majeure. Neither party hereto shall be responsible for any failure to perform its obligations under this Agreement if such failure is caused by acts of God, war, strikes, revolutions, lack or failure of transportation facilities, laws or governmental regulations or other causes that are beyond the reasonable control of such party. In the event that a force majeure event should obstruct performance of this Agreement for more than thirty (30) calendar days, the parties hereto shall consult with each other to determine whether this Agreement should be modified or terminated.

8.7 Third-Party Beneficiary. Nothing in this Agreement is intended to make any person or entity not a signatory to the Agreement a third-party beneficiary of any right created by the Agreement or by operation of law.

8.8 Governing Law. This Agreement shall be governed by and interpreted in accordance with the law of the State of California without regard to any principles of conflicts of law. The parties agree to submit to the venue and jurisdiction of the City and County of San Francisco or the Northern District of California.

8.9 Headings. Headings herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
8.10 **Entire Agreement.** This Agreement represents the entire Agreement between the parties and supersedes any prior oral or written understandings with respect to the Services. This Agreement may only be amended by an agreement signed in writing by all of the parties hereto.

8.11 **Counterparts.** This agreement may be executed in one or more counterparts each of which shall constitute an original, and all such counterparts shall constitute one and the same agreement.

8.12 **Signatures.** Contract signatures below are considered authorized by the Client and NTC and relied upon to constitute a fully executed contract.

In witness whereof, the parties have executed this Agreement, as of the Effective Date.

---

NEW TEACHER CENTER

By: [Signature]

Sue Perkins

Title: Chief Financial Officer

Date: 5-29-2014

CLIENT

By: [Signature]

Title:

Date:
Exhibit A
Dysart Unified School District

5/16/14
Ms. Kristie Martorelli
15802 North Parkview Place
Surprise, AZ 85374
kristie.martorelli@dysart.org

Scope of Work
Effective 07/01/14 through 06/30/15 ("Contract Duration")

This Scope of Work ("SOW") confirms the agreement with the Dysart Unified School District and the New Teacher Center for the services and materials described below. Unless specifically stated, travel (airfare, airport transportation, car rental, lodging, and meals) for NTC staff is not included in the fees.

District and Program Leader Services

Consultation and Program Support
NTC staff will consult with Dysart Unified School District staff for 4 days. This consultation will include face-to-face meetings and teleconferences. This consultation and support also includes planning, implementation support with Dysart Unified School District, resource collection, and other technical assistance-related activities carried out by NTC staff independently in support of the program implementation. Areas for consultation include, but are not limited to, the following:

- Program Launch & Implementation
- Program Sustainability

Consultation Fee Total: $7,200 (excluding travel)

Professional Development

The New Teacher Center will present 4 sessions each of the Professional Learning Series for Mentors and Coaches (PLS).

Professional Development Session

Mentors/Coaches

Instructional Mentoring: 2 sessions July 29-30 2014
Observing and Conferencing
1 session Sept 30- Oct 1 2014
1 session Oct 2-3 2014

Using Data to Inform Instruction
1 session Feb 3 -4 2015
1 session Feb 5-6 2015

Designing Professional Development
1 session May 5-6 2015
1 session May 7-8 2015

School Leaders
The New Teacher Center will present the Accelerating New Teacher Success: The Role of School Leaders (two, ½ day sessions) for up to 60 administrators per session. July 15, 2014

Professional Development Fees Total: $81,600 (excluding travel)

Materials and Tools
Participants in the Professional Learning Series must purchase the appropriate NTC Field Guide for the professional development sessions. The materials are required for the professional development but are purchased separately and not included in the fees in this document. Online tools are also necessary for mentors/coaches and new teachers. Estimated costs (does not include shipping or handling) based on number of participants are:

Professional Development Logistics

Unless otherwise stated, professional development days run from 8:30am-3:30pm and the audience in each session may not exceed 60 participants.

A master copy of the participant packets and supplementary handouts will be sent one week prior to this event for Dysart Unified School District to duplicate for each participant. Additionally, a list of materials that we require supplied for the workshop is included at the end of this scope of work. NTC will provide those items not listed.

Due to the content that will be covered during the professional development and the desire to promote a community of learning for all participants, we ask that lunch and any additional meals be served on site.

Ordering and Using Materials
Dysart Unified School District will order the appropriate NTC Formative Assessment System (FAS) materials for participants. The materials must be ordered at least 3 weeks in advance. Contact the Product Department at (831) 600-2244 or by email at products@newteachercenter.org.

As a participant in New Teacher Center programs, you are encouraged to use NTC materials to support your professional practice with your district, provided that you attribute the work to the New Teacher Center. NTC retains the copyright on all materials including Professional Development tools, materials for mentors and/or beginning teachers, videos, and online media. NTC requires that these materials must be used “as is”. The materials may not be adapted, altered, reformatted, copied, edited, or otherwise modified, without express permission of New Teacher Center. Further, NTC does not allow these materials to be posted on public websites, distributed outside of participating school district, or used for commercial purposes without permission of New Teacher Center’s written permission. If you wish to modify the materials in any way, we request that you seek permission to do so by contacting the New Teacher Center at products@newteachercenter.org.

### Summary of Fees 2014-15

<table>
<thead>
<tr>
<th>Product/Service</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>District and Program Leader Services</td>
<td>$7,200</td>
</tr>
<tr>
<td>Professional Development for Mentors, Instructional Coaches and Site Leaders</td>
<td>$81,600</td>
</tr>
<tr>
<td><strong>Services Total</strong></td>
<td><strong>$88,800</strong></td>
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<tr>
<td>Estimated Travel</td>
<td>$10,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$98,800</strong></td>
</tr>
</tbody>
</table>

### Contract Details

NTC reserves the right to invoice upon completion of service delivery and upon client’s receipt of products and materials.

NTC requests prompt payment on receipt of invoice.

State Sales Tax will be included on the Invoice unless the Tax Exemption Certificate is sent to NTC.

Client will provide a separate Purchase Order for Required Materials for Professional Development Sessions.

Shipping & Handling charges will be invoiced as per Fee Schedule in NTC Catalog.

Travel expenses will comply with attached Addendum A, NTC Travel Policy and be billed as actuals at time of invoicing.
Materials Use will comply with attached Addendum B, NTC Materials Use Terms.

In the event the Client cancels or reschedules an onsite training within 10 working days of the agreed upon start date of said training session, NTC reserves the right to invoice the Client for any non-refundable travel expenses that NTC has incurred.

**Contacts and Questions**

Lynn Kepp will serve as the NTC's primary point of contact for the implementation of this agreement. Please contact Lynn at (408) 781-0909 or jkepp@newteachercenter.org if you have questions.

For questions regarding the coordination or logistics of the professional development, please contact Serena Scott at (831) 600-2263 or sscott@newteachercenter.org.

For payment or billing questions, please contact Pixan Serna at (831) 600-2273 or pserna@newteachercenter.org.

For other questions related to your contract, please contact Linda Pol at (831) 600-2258 or contracts@newteachercenter.org.

Sincerely,

Janet Gless
Chief Officer, Programs and Partnerships
(831) 600-2222
jgless@newteachercenter.org
Professional Development Materials List

Please provide the following materials, supplies, and equipment for each session.

- Audio-visual equipment
  - LCD projector and screen, if available digital document projector (Elmo)
  - Speakers for DVD
- One chart easel and one chart pad
- Participant name tags coded, first name in large print
- Table signs/tents that correspond to group designations
- Sign-in table with sign-in list and name tags
- Individual table materials (in a basket or tray):
  - Three "X 3" post-its
  - One 1/2" X 2" post-its
  - One set of colored marking pens including blue, black, red and green
  - One highlighter per two people
  - Pens and pencils
- Refreshments as designated in agreement
- Duplication of participant materials as designated in agreement
- Room arrangement:
  - Round tables arranged in crescent formation or rectangle tables arranged in chevron formation
  - Six participants per table
- One table, against the wall at the front of the room, for presenters' materials
- One table near the front, off to the side, for presenters to sit
Addendum A
NTC Travel Policy

New Teacher Center (NTC) will include travel costs as incurred with the invoices for services delivered. Below are our guidelines for these reimbursements. If notified in advance of the contract being fully executed, we can also bill at an estimated daily rate for travel (Per Diem Rate) as explained below. If your organization has additional requirements for travel reimbursements, you must notify NTC before the contract is signed as well. Below are the two travel reimbursement guidelines explained.

Actual Cost Reimbursement:

**Air Travel**
NTC travelers book the lowest cost economy airfare available that works with their needed itinerary. Airfare is booked as far in advance as possible. Trip lengths will depend upon the work to be performed onsite. Traveler will arrive a day early, or depart the day after the work is concluded only if necessitated by the flight schedules needed. Additional hotel nights will be billed to the client. Any change fees incurred that are client driven will be billed to the client.

**Hotel**
NTC will book a close, safe hotel near the training/work site. NTC’s travel guidelines limit hotel room costs to $200 per night (*$300 per night in selected markets). If the client has a recommendation or a negotiated rate for local hotel, please notify NTC. Applicable parking and in room client related internet connection charges are billable to the client.

**Ground Transportation & Rental Cars**
While onsite, the most cost effective form of ground transportation will be used. Taxi, airport shuttle, or rental cars may be used depending on which is the most efficient and effective. If a personal car is used to travel to and from the airport, round trip mileage is billed at the current IRS reimbursement rate.

**Meals**
Meals are reimbursed for actual costs, up to $64.00 per day (**$71.00 per day in selected markets). If breakfast and lunch are provided at the event, dinner cost is limited to $35.00. Alcohol is not billed to our clients.

**Other Items**
Items such as parking and tolls are also billable.
Receipts
Receipts are provided for the following items:
• Airfare (including change fees if billed to the client)
• Hotel
• Rental Car
• Ground Transportation

If any other receipts are needed, the client must notify NTC before the first trip so we can comply.

Per Diem Rate:
In this scenario, NTC will determine a ‘daily’ rate that will be charged to the client for each day of a trip. Partial days will be billed at the full daily rate. If the Client prefers the Per Diem Rate, please notify NTC before the Agreement is fully executed.

*Hotel – Selected Markets
• Los Angeles, CA
• San Francisco, CA
• Washington, DC
• Chicago, IL
• New York, NY
• State of Hawaii

**Meals – Selected Markets
• Los Angeles, CA
• San Francisco, CA
• Washington, DC
• Chicago, IL
• New York, NY
• State of Hawaii
Addendum B
Materials Use Terms

Introduction

New Teacher Center ("NTC") mentoring and professional development methodologies and materials, and NTC's logos and other trademarks, are proprietary to NTC. NTC licenses them to clients in connection with ongoing work with such clients in developing and implementing induction and other programs. As such, clients' use of such materials and marks is limited and targeted to such programs and activities as set out below.

A client may:

• use, copy, and distribute NTC materials to employees for internal professional development
• modify NTC materials to resequence content or abbreviate curriculum as appropriate
• incorporate selected items within locally designed professional development curricular materials, so long as such materials meet the scope of this agreement and provide attribution to NTC in the form specified by NTC or otherwise provide prominent attribution to NTC
• use the NTC trademark, in the form provided, on client website and in internal program materials so long as use is clear and legible

A client may not:

• transfer its license to use, copy and distribute NTC materials
• use or disseminate (online or in print) NTC materials for any purpose other than professional development for client employees
• independently present the materials in a module, academy, workshop or similar training environment beyond the scope of work or for commercial purposes
• open up workshops to or use NTC materials in professional development sessions outside the client or otherwise provide copies to anyone outside
• make any derivative works of or otherwise modify NTC materials except as specially described previously
• obscure or remove any copyright, trademark, or other proprietary-rights notices on NTC materials
• share any tool, content, or other material from the Learning Zone with other persons in any format
• upload, embed, post, transmit or otherwise make available any material that infringes any intellectual property rights, violates any laws relating to student data and privacy, or take any other action inconsistent with NTC's online terms of use

This is a summary of the agreements relating to ownership and use of NTC materials. The complete statement of those agreements is contained in the service agreement and in the terms of the websites through which clients and their employees access materials. The agreement with NTC requires client staff to follow these terms when using NTC mark and materials; non-compliance may result in loss of use rights.
CONTRACT ADDENDUM

The following terms are hereby added to the Agreement between New Teacher Center and the Dysart Unified School District No. 89 (“District”) in compliance with Arizona law:

Limitation of Liability. The parties agree to delete paragraph 4.2 regarding limitation of liability.

Modification, Amendments and Waivers. The parties agree to modify Section 8.2 regarding Modification, Amendments and Waivers by adding the following language to the last sentence of that paragraph: Changes to dates of services and additions to services which increase or decrease the not to exceed amount of the Agreement by no more than 29% as per Exhibit A Summary may be effected upon written notice signed by both parties and a purchase order that reflects any increase.

Arizona Law (replacing paragraph 8.8). This Agreement is made in the State of Arizona and shall be interpreted by the laws of the State of Arizona. Any dispute arising out of or relating to this Agreement shall be brought in the Maricopa County Superior Court or the United States District Court, District of Arizona.

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

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

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

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

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

DYSART UNIFIED SCHOOL DISTRICT No. 89

NAME: __________________________
SIGNATURE: ______________________
TITLE: ____________________________

NEW TEACHER CENTER

NAME: ________________________
SIGNATURE: ______________________
TITLE: ____________________________
AGENDA ITEM:  *Recommendation to Approve Musical Instrument Museum Field Trip Grant Agreement

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

Cost: N/A Funding Source: N/A

EXECUTIVE SUMMARY:

Administration recommends Governing Board approval of Musical Instrument Museum (MIM) Field Trip Grant Agreement for the 2014-2015 school year. The agreement provides grant funding for approximately 700 students to participate in the *The World of Musical Journeys School Tour Program*.

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

BOARD ACTION REQUESTED:

It is recommended that the Governing Board approve the Musical Instrument Museum Field Trip Grant Agreement for the 2014-2015 school year, and allow the Associate Superintendent to sign the agreement and any affiliated documentation.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: _____
MIM Field Trip Grant Agreement, School Year 2014–2015

April 16, 2014

Dysart Unified School District
Dysart Education Center
15802 North Parkview Place
Surprise, AZ 85374-3811

Dear Dr. Cynthia Miller:

The Musical Instrument Museum (MIM) is pleased to inform you that total Grant funds have been approved in the amount of $8,050 for the Dysart Unified School District. This grant will enable 700 students from your district to visit MIM as part of The World of Musical Journeys School Tour Program.

The grant will be disbursed in the amount of $1,050 for transportation costs subsidization and a credit amount held at MIM in the amount of $7,000 for MIM student admission costs. This amount will be held at MIM to cover student admission costs at a rate of $10 per student ($8 school tour admission plus $2 Artist Residency program fee or signature workshop/tour, based on availability). The transportation stipend will be disbursed through a check and paid to the District within two weeks after we receive this signed letter of agreement.

This letter and its attachments outline the specific and general terms and conditions of accepting this grant. Please read all the terms and conditions carefully, sign the letter, and return it no later than April 30, 2014.

The funds must be used specifically for the designated purpose(s) within the 2014-2015 school year, as outlined below and following this letter. Specific Terms for the Dysart Unified School District are:

- Establish and maintain one district Point of Contact (POC) as project manager with MIM during the 2014–2015 school year

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- Use a minimum of 50 percent of the total awarded funds for Title I schools within your district and the remainder for Non–Title I schools

- Use 50 percent of the awarded funds for K–6 grade-level admission fees to MIM

- Use 25 percent of the awarded funds for 7–8 grade-level admission fees to MIM

- Use 25 percent of the awarded funds for 9–12 grade-level admission fees to MIM

- Agree to support any transportation costs to ensure that 700 students for your district will be able to attend

- Agree to use at least 50 percent of the grant money in the fall of 2014 and the remaining by April 17, 2015. Reserve unexpended, second semester, admission cost grant dollars, on credit, by February 2, 2015, or MIM may repurpose the remaining admission money on credit to another district

- Forward a list, on the excel document provided, of selected grant-participating schools and the responsible educator contact information to the MIM Education Department by May 23, 2014 or earlier.

THE WORLD'S FIRST GLOBAL MUSICAL INSTRUMENT MUSEUM | 4725 East Mayo Blvd., Phoenix, AZ 85050 | 480 478 6000 | www.themim.org
MIM will monitor the expenditure of the grant, make available MIM tracking documents, and notify you of any unspent available funds.

This contract also gives MIM and its marketing affiliates your permission to use photographs, logos, published/printed information, and any other materials you supply in its press releases and/or publications without further notice.

Congratulations! We look forward to working with you during the coming school year.

Sincerely,

Rhonda Boyle, Chief Financial Officer

GENERAL GRANT TERMS, CONDITIONS, AND UNDERSTANDINGS

In addition to the specific terms and conditions in the grant award letter dated April 16, 2014, to which these General Grant Terms, Conditions, and Understandings are attached, facilitated by the Musical Instrument Museum (MIM) is awarding this grant to you as the Grantee contingent upon the following:

Expenditure of Funds
This grant is made for the purpose outlined in the grant award letter and may not be expended for any other purpose. This grant is intended to support the MIM student admission fees for school tours during the 2014-2015 school year. A minimum of fifty percent of the grant to be used by December 19, 2014, and the remaining amount used by April 17, 2015. Unexpended grant dollars on credit at MIM for admission costs that have not been reserved by February 2, 2015, may be offered to other districts and schools and unused transportation by May 30, 2015, shall be returned immediately to MIM.

No Assignment or Delegation
You may not assign, or otherwise transfer, your rights or delegate any of your obligations under this grant without prior written approval from MIM.

Records and Reports
You are required to keep a record of all receipts and expenditures relating to this grant and may be asked to provide MIM with a written report summarizing the project promptly following the end of the period during which you are to use all grant funds. MIM may also require interim reports. You also agree to provide any other information reasonably requested by MIM. If your organization obtains any audited financial statements covering any part of the period of this grant, please provide a copy to MIM as well. You are required to keep the financial records with respect to this grant, along with copies of any reports submitted to MIM, for at least four years following the year in which all grant funds are fully expended. Teachers will be required to fill out a short, automated, post-school tour evaluation and, on occasion, students may be asked to complete a short post-tour survey.
Required Notification
You are required to provide MIM with immediate written notification of: (1) your inability to expend the grant for the purposes described in the grant award letter; or (2) any expenditure from this grant made for any purpose other than those for which the grant was intended.

Publicity
MIM will provide the initial grant award content and MIM logo for consistent school website postings. MIM may include information regarding this grant, including the number of participating students and purpose of the grant, any photographs you may have provided, your district and/or school names, or other information or materials about your district/school activities in relation to MIM or the usage of this grant, in MIM’s periodic public reports, newsletters, and news releases. MIM will issue a press release to announce the grant recipients. Districts will also have various internal and external promotional opportunities. MIM’s end-of-school-year evaluation report to donors may include student thank you letters, quotes, and drawings. Please mail any submissions to: Musical Instrument Museum, Education Department, 4725 E. Mayo Boulevard, Phoenix, AZ 85050.

Right to Modify or Revoke
MIM reserves the right to discontinue, modify, or withhold any payments to be made under this grant award, or to require a total or partial refund of any grant funds, if in MIM’s sole discretion, such action is necessary: (1) because you have not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of MIM; or (3) to comply with the requirements of any law or regulation applicable to you, to MIM, or this grant.

If MIM does not receive signed copies of its grant award letter and of these general grant terms within fourteen days after the date of MIM’s grant award letter, this grant may be revoked.

The undersigned certify that he/she is a duly authorized representative(s) of the Grantee and that, as such, is authorized to accept this grant on behalf of the Grantee; to obligate the Grantee to observe all of the terms and conditions placed on this grant; and, in connection with this grant, to make, execute, and deliver on behalf of the Grantee all grant agreements, representations, receipts, reports, and other instruments of every kind.

ACCEPTED AND AGREED:

Cynthia Miller, Ph.D.
Associate Superintendent for Education
Dysart Unified School District

Associate Superintendent (signature)/Date
MUSICAL INSTRUMENTS AND ANIMAL ART OF ASIA TOUR
(For Grades K-2)
This exciting "trip around the world" highlights countries and musical cultures in all five of MIM's major Geographical Galleries. Led by a MIM Museum Guide, students explore various musical traditions, from an Indonesian gong workshop to a graffiti-laden hip-hop exhibit. During this tour, students learn about instruments of the world and how they make sounds.

COMPASS GUIDED TOUR
(For Grades 3-12)
This semi-guided tour offers the freedom of self-directed learning along with six special hands-on educational opportunities in MIM's Geographical Galleries. Students will explore objects and instruments that bring musical traditions and cultures from around the world to life.

FEEL-THE-MUSIC CART TOUR
(For Grades 3-12)
This semi-guided tour offers the freedom of self-directed learning along with six special hands-on educational opportunities in MIM's Geographical Galleries. Students will explore objects and instruments that bring musical traditions and cultures from around the world to life.

NEW STEM TOUR
(For Grades 3-12)
Ever wonder how a mechanical musical instrument plays itself? Or how rhythms relate to math? During a "STEM" Tour, students will learn how arts and music relate to science, math, engineering, and technology by exploring the materials used to make musical instruments, the way musical instruments are classified, and the science behind sound. They will also participate in a drumming activity and experiments freehand with different materials produce varying sounds. Students will be encouraged to draw their own reflections on this hands-on learning experience.
With the help of MIM's curriculum, printable worksheets, and supporting materials, teachers and chaperones lead their students through MIM's five major Geographical Galleries and the hands-on Experience Gallery. This tour focuses on learning about diverse cultures, places, and musical traditions. The Experience Gallery is a must-see stop along the trek, as students can examine and play a variety of instruments similar to those they see in the galleries.

*Tour content and policies subject to change.*
“Power in the preparation...Excellence in the journey...Success for a lifetime...”

GOVERNING BOARD ITEM

AGENDA ITEM: *Recommendation to Approve Personnel Action Items for the Period of May 21, 2014 Through June 4, 2014

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

Cost: ___________  Funding Source: M&O, Title Funds, Grants, IDEA

EXECUTIVE SUMMARY:

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

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve personnel actions for May 21, 2014 through June 4, 2014 as presented.

SUBMITTED BY:  
SUPERINTENDENT:  
ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: _____

Page 1 of 1
NEW HIRE

CERTIFIED STAFF

<table>
<thead>
<tr>
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<tr>
<td>Andrews, Tamara</td>
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<td>Baig, Amber</td>
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<tr>
<td>Danko, Derek</td>
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<td>Ford, Rhiannon</td>
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<td>Low, Angela</td>
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<td>Vasquez, Angel</td>
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<td>Young, Cassandra</td>
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CLASSIFIED STAFF

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<tr>
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<tr>
<td>Aranda, Terri</td>
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<td>Herbert, Craft</td>
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<tr>
<td>Lopez, Stacey</td>
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<td>Maddox, Lisa</td>
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<td>McCoy, Jay</td>
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<td>Thomas, Lataisha</td>
<td>Data Records Technician</td>
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CLASSIFIED EXEMPT STAFF

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<tr>
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<tbody>
<tr>
<td>Holmlund, Margaret</td>
<td>Program Manager Child Care</td>
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</table>

CLASSIFIED SUBSTITUTE STAFF

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

Burkhardt, Layne
## RESIGNATION

### CERTIFIED STAFF

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<thead>
<tr>
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<td>Jansen, Matthew</td>
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### SUBSTITUTE TEACHER

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<tr>
<td>Banderas-Nichitean, Brenda</td>
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<td>Bokelman, Bobbie</td>
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### Classified Staff

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**Note:** The table provided is a summary of the names and details discussed in the document. It includes the classifications and effective dates for various staff members and employees.
Coates, Karen  | Did Not Return Notice of Employment | 05/22/2014  
Cooksey, Jennifer | Personal | 05/22/2014  
Crump, Jennifer | Other Employment | 06/05/2014  
Drake, Sara | Personal | 05/22/2014  
Ewing, Jennifer | Personal | 05/22/2014  
Farrar, Raye | Other Employment | 05/22/2014  
Gacey, Robert | Personal | 05/22/2014  
Gantt, Nicole | Personal | 05/22/2014  
Gomez, Sara | Personal | 05/22/2014  
Hansen, Shawnette | Personal | 05/22/2014  
Heard, Rubina | Professional Advancement | 05/22/2014  
Jackson, Daniel | Other Employment | 05/22/2014  
Jones, Heidi | Personal | 05/23/2014  
Laureles, Josephine | Personal | 05/21/2014  
Miles, Angela | Personal | 05/22/2014  
Navarrete, Ashley | Personal | 05/22/2014  
Navarro, Guadalupe | Did Not Return Notice of Employment | 05/22/2014  
Pennington, Timothy | Personal | 05/29/2014  
Ragan, Jennifer | Personal | 05/22/2014  
Rivera, Jr., Henry | Did Not Return Notice of Employment | 05/22/2014  
Sauerbrei, Kelly | Did Not Return Notice of Employment | 05/22/2014  
Shear, Desiree | Did Not Return Notice of Employment | 05/22/2014  
Tomlinson, Dean | Did Not Return Notice of Employment | 05/22/2014  

**CLASSIFIED EXEMPT STAFF**

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**CLASSIFIED SUBSTITUTE STAFF**

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### TERMINATION

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SUPPLEMENTAL COMPENSATION

Staff will be paid per MOU for Curriculum Writing.

Also, Larry
Baringer, Bryce
Bejarano, Holly
Bird, Shawndra
Bishop, Rene
Blume, Samantha
Bohon, Michelle
Bowers, Michelle
Broughton, Jack
Brussman, Janet
Carr, Rebecca
Carter, Terri
Castle, Gieneveve
Chaney, Jeffrey
Chantarowong, Thasane
Crow, Amy
Darmey, Jessica
Daub, Melissa
Day, Michelle
Deluio, Nicole
Draeger, Josephine
Dudo, Matthew
Dunham, Leya
Eimers, Alanna
Espinoza, Shawn
Espy, Thomas
Fair, Samantha
Featherstone, Heather
Ferguson, Connie
Ferullo, Kisha
Forest, Deborah
Forest, Kurwin
Franklin, Cristen
Gainey, Katelyn
Garcia, Bernice
Gettys, Amy
Gilbertson, Amanda
Greathouse, Justin
Green, Melissa
Hall, Crystal
Hamende, Melissa
Hein, Jessica
Hogan, Stacey Lee
Horne, Heather
Hubbert-Philpott, Elizabeth
Hughens, Amanda
Hughes-Polk, Heather
Humbert, Brenda
Jasinski, Carrie
Johnson, Sarah
Judd, Jenna
Kargol, Amanda
Kaylor, Sara
Kelley, Rachel
Kellner, Judith
Kemper, Holly
Killeen, Aaron
Knisley, Nicole
Koch, Brian
Kujawa, Kara
Lee, Tonya
Lihs, Scott
Lindow, Kimberly
Livingston, Wendy
Locken, Lynn
Lopez, Carlos
Lynch, Erin
Lyons, Kayla
Maki, Elizabeth
Marinelli, Danae
Martin, Cristina
Martin, Jennifer
Maslyn, Melissa
McClaine, Christine
McCloud, Katrina
McLean, Brandi
Mendez, Mario
Merrill, Julie
Mikos, Amy
Mills, Michelle
Miloobar, Rebecca
Morrow, Shad
Moser, Nancy
Nicholas, Alicia
Lewandowski, Nicole
Obrecht, Nathan
Rasmussen, Heather
Robinson, Sarah
Rolfe, Beth
Russo-Prunier, Josephine
Schultz, Elizabeth
Smith, Tiffany
Spencer, Amanda
Stanley, Melinda
Swearingen, Rian
Tenney, Daniel
Thompson, Cheryl
Tippins, Andrew
Trachte, Bradley
Truitt, Nicole
Waller, Tammy
Ward, Jason
Young, Erin
Yuan, Susu

Staff will be paid through Grants per MOU for Staff Development.

Akin, Vanessa
Attilio, Kathleen
Ballew, Meredith
Bedolla, Torrie
Bianchi, Andrea
Bias, Jessica
Blair, Evenstar
Blechel, Lyndsay
Blogg, Erica
Boehlert, Michelle
Brown, Christina
Carbajal, Pauline
Chancey, Lisa
Contreras, Yanira
Day, Michelle
DeMartinis, Jami
Ebel, Julia
Encarnacion, Maria
Espinoza, Shawn
Flies, Paul
Frassetto, Monika
June 4, 2014 Governing Board Meeting

Freeman, Shiloh  
Garcia, Maricela  
Gregory, Margaret  
Haden, Ruth  
Hanks, Cynthia  
Hannah, Michelle  
Harmon, Jennifer  
Hill, Krista  
Hirmis, Caroline  
Holton, April  
Horstman, Lydia  
Housari, Dwynda  
Hudson, Michelle  
Hunley, Lindsay  
Ingles, Tausha  
Ireland, Erin  
James, Courtney  
Jensen, Jillian  
Kahler, Tracy  
Kaiser, Shelia  
Kaplan, Nicole  
Kardos, Catherine  
King, Amanda  
Koch, Jana  
Larson, Ericka  
Leon, Jennifer  
Lewis, Aleta  
Lobrigo, Erica  
Martinez Hemsley, Genera  
May, Heather  
McCartney, Stacey  
McDaniel, Stefanie  
McDonnell, Ashley  
McKay, Brenda  
McNeese, Chantell  
Meath, Lori  
Merrill, Julie  
Merrill, Stevi  
Meyers, Rebecca  
Mize, Darcy  
Moon Dyke, Alyssa  
Morris, Mary  
Myers, Jill  
Norwood, Ashley  
Ortega, Esmeralda  
Otsuji, Tracey  
Palik, Susan  
Pottinger, Nichole  
Rich, Taylor  
Roberts, Kasey  
Rodriguez, Ashley  
Roum, Amanda  
Scaife, Lisabeth  
 Schroeder, Steffany  
Shamblin, Laura  
Skeldon, Kelly  
Smith, Angela  
Snizek, Jennifer  
Spears, Barbara  
Strahota, Cassie  
Terry, Allycia  
Testa, Talia  
Thornton, Maryann  
Tropea, Amy  
Troy, Leslie  
Trujillo, Virginia  
Tshihvase, Brandi  
Van Pelt, Paula  
Voiland, Jill  
Wegner, Keri  
Wright, Kimberly  
Yopp, Lisa  

Staff will be paid per MOU for Staff Development.

Bach, Tammy  
Barrera, Maricela  
Best, Renee  
Blackwell, Laurie  
Brink, Amber  
Brown, Melissa  
Bruene, Patricia  
Clark, Charlene  
Cook, Susan  
Gallardo, Susy  
Gist, Julie  
Harrigan, Sharon  
Henley, Angela  
Johnson, Leigh  
Keilner, Judith  
Knutson, Susan  
Leon, Jennifer  
Martin, Amy  
Maves, Suzanne  
Moon Dyke, Alyssa  
Mundstock, Catherine  
Nevarez, Mayra  
O'Bannon, Caitlin  
Pottinger, Nichole  
Rich, Taylor  
Rolfe, Beth  
Russell, Karen  
Sheeks, Jaime  
Steinie, Jami  
Timmons, Jennifer  
Trujillo, Virginia  
Veenstra, Ruscel  
Villa, Saul  
Washington, Tracy  
Weltbrock, Kristen  

Staff will be paid through Grants per MOU for Professional Development Leadership Team Planning.

Arizmendez, Ramona  
Darkley-Rosenthal, Sarah  
Bean, Megan  
Bedolla, Torrie  
Betts, Sharon  
Butcher, Cheryl  
Carrillo, Annette  
Chacon, Aida  
Cherrick, Alexis  
Custer, Paul  
Davis, Chelsea  
Evans, Nicole  
Fernandez, Kimberly  
Ingles, Tausha  
Jimenez, Abel  
Knott, Laura  
Larsen, Marisa  
Loyd, Sheri  
Lugo, Elizabeth  
McKnight, Alesha  
Miranda, Anahi  
Monnet, Sarah  
Morales, Victoria  
Nottingham, Deanna  
Pierce-Charles, Karen  
Ramos, Evelyn  
Selden, Christina
### Staff will be paid per MOU for Online Course Teacher.

- Bedene, Gina
- Coots, Michelle
- Daub, Melissa
- De Brito, Marcos
- Gamboa, Daniel
- Gamboa, Nuria
- Gorosics, Dawn
- Goto, Michael
- Gray, John
- Hartjen, Ashley
- Johnson, Sarah
- Malic, Jennifer
- Martinez, Joseph
- Melvin, Steven
- Miller, Cathi
- Milobar, Rebecca
- Pierce, Tammy
- Rasset, Katie
- Santacasa, Rochelle
- Scaife, Richard

### Staff will be paid through Grants for Additional Hours Classified.

- Alicea, Elizabeth
- Bennett, Jacqueline
- Boulware, Jennifer
- Butler, Janet
- Dempsey, Melissa
- Ducusin, Alexis
- Elliott, Rosario
- Fischer, Yelena
- Fisher, Mathew
- Flores, Esperanza
- Flores, Rosa
- Flores, Socorro
- Garon, Steve
- Gatson, Andrea
- Haynes, Veronica
- Hensley, Pamela
- Herring, Courtney
- Levario, Teresa
- Mendoza, Maria Anna
- Oliveira, Maria
- Pearce, Vicki
- Pfeiffer, Juliane
- Plankinton, Jamie
- Sanchez, Irma
- Van Doren, Beth
- Walt, Edith

### Staff will be paid per MOU for CTE Sponsor Addenda.

- Bennett, Eric
- Brown, Christina
- Contreras, Christopher
- Edic, Shane
- Fussell, Mollie
- Heinrich, James
- Lewandowski, Nicole
- McTague, Amy
- Moore, Rodney
- Oligny, Sandra
- Palombo, Leslie
- Portela, Melissa
- Quaranto, Keith
- Randolph, Travis
- Sloan, Tabitha
- Thomas, William
- Walker, Michael
- Walker, Willie
- West, Ronnie
- Woods, Kurt

### Staff will be paid through Grants per MOU for Teaching and Tutoring.

- Barkasy, Jennifer
- Carrillo, Annette
- Cherrick, Alexis
- Drysdale, Michelle
- Jasinski, Carrie
- Jay, Erica
- Kleinow, Scott
- Lewis, Aleta
- Lewis, Jennifer
- McDaniell, Stefanie
- Recvcs, Nicole
- Russell, Christine
- Stephenson, Sarah
- Svooboda, Jennifer
- Taaffe, Jamin
- Woolridge, Andrew
- Zinck, Nancy

### Staff will be paid through Grants for Summer School 14.

- Adame, Jeremy
- Blume, Samantha
- Carter, Kevin
- Cotton, Rick
- Delutio, Nicole
- Dooley, Jr., Kenneth
- Hall, Crystal
- Hodziewich, Monique
- Huth, Catt
- Kramer, Jill
- Martin, Cheryl
- Ramos, John
Staff will be paid through Community Education for Childcare Camp Aide.

- Alvizo, Anel
- Arleo, Melissa
- Brown, Tammy
- Falcon, Marylou
- Flores, Linda
- Gallegos, Lisa
- Harper, Jessica
- Hensley, Pamela
- Jackson, Daniel
- James, John
- Lorentz, Serenity
- Rutledge-Link, Joell
- Sudberry, Daniqueka
- Tallant, Liane
- Valdanbrini, Heidi

Staff will be paid through Grants per MOU for Additional Days.

- Allen, Angela
- Aranda, Martha
- Atchley, Jamie
- Gragg, Kelly
- Krupp, Dorothy
- Lewis, Aleta
- Loyd, Sheri
- Lujano, Jennifer
- Matakas, Rachel
- Michaud, Marieka
- Rowe, Carrie
- Rustad, Michelle

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

- Campbell, Todd
- Dudo, Matthew
- Edic, Shane
- Herrington, Kristy
- Kolesar, Thomas
- Meyer, Craig
- Paine, Katelynn
- Stangler, Justin
- Tamez, Shane
- Tizzano, Donald
- Ward, Jason

Staff will be paid through Grants per MOU for Curriculum Writing.

- Blume, Samantha
- Chaney, Jeffrey
- Dunham, Leya
- Hall, Crystal
- Lindow, Kimberly
- Lopez, Carlos
- Ramos, John

Staff will be paid for Additional Hours Classified.

- Goltz, Paul
- Heimall, Lisa
- Izaguirre, Juan
- Jojola, Bobbi Sue
- Quagliano, Daniel
- Salcedo, Brandy
- Vodicka, Donald

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

- Gomez, Sara
- Jackson, Sabrina
- Lowry, Seth
- Mendoza, Irma
- Phillips, Ashley
- Phillips, Christina
- Soliz, Ofelia
- Turchin, Christina

Staff will be paid per MOU for Girls Athletic Conditioning.

- Ferris, Sarah
- Leon, Joshua
- Tamez, Shane
- Ward, Jason

Staff will be paid per MOU for National Board Certification.

- Dolejs, Aimee
- Neidert, Erin
Staff will be paid through Grants for Instructional Assistants for Summer School ESY.

Hernandez, Norma  Moreno, Delicia

Staff will be paid through Grants per MOU for After School Coordinator.

Hall, Denise  Hamende, Melissa

Staff will be paid through Community Education for Additional Hours Classified.

Lowry, Wendy

Staff will be paid through iSchool for Online Course Creator.

Miller, Cathi

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

Lee, Tonya

Staff will be paid per MOU for Additional Days.

Kennedy, Amy  Pierce, Steven

Staff will be paid per MOU for Boys Athletic Conditioning.

Martinez, Joseph

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

Walker, Michael

Staff will be paid per MOU for Grade Level Chair.

Moore, Rodney

Staff will be paid per MOU for Additional Hours Homebound.

Upson, Elizabeth

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

Romero, Kaseylyn

Staff will be paid through Grants for After School Coordinator.

Hudson, Michelle

Staff will be paid through Grants for Summer School Coordinator.
June 4, 2014 Governing Board Meeting

Bedolla, Torrie
Dysart Unified School District

June 4, 2014

Governing Board Meeting

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

GOVERNING BOARD ITEM

AGENDA ITEM: *Request for Release from Contract – Certificated Staff – 2014-2015 School Year

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

Cost: N/A Funding Source: _________________________

EXECUTIVE SUMMARY:

John Eberlein, teacher at Dysart High School, requests to be released from his 2014-2015 contract.

The administration recommends the Governing Board release Mr. Eberlein from his 2014-2015 Certificated Employee Contract and assess liquidated damages in the amount of $2,500.00.

BOARD ACTION REQUESTED:

It is recommended the Governing Board release John Eberlein from his 2014-2015 Certificated Employee Contract and assess liquidated damages in the amount of $2,500.00.

SUBMITTED BY: ____________________ SUPERINTENDENT: ____________________

ACTION BY BOARD: Motion: ______ Second: ______ Vote: ______ AGENDA ITEM: ___
AGENDA ITEM: *Request for Release from Contract – Certificated Staff – 2014-2015 School Year

EXECUTIVE SUMMARY:
Kathy Wendt, teacher at Marley Park, requests to be released from her 2014-2015 contract.

The administration recommends the Governing Board release Ms. Wendt from her 2014-2015 Certificated Employee Contract and assess liquidated damages in the amount of $2,500.00.

BOARD ACTION REQUESTED:
It is recommended the Governing Board release Kathy Wendt from her 2014-2015 Certificated Employee Contract and assess liquidated damages in the amount of $2,500.00.

SUBMITTED BY: [Signature]
SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: _____
Dysart Unified School District       June 4, 2014       Governing Board Meeting

"Power in the preparation...Excellence in the journey...Success for a lifetime...

GOVERNING BOARD ITEM

AGENDA ITEM:  *Request for Release from Contract – Certificated Staff – 2014-2015 School Year

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

Cost: N/A  Funding Source: ____________

EXECUTIVE SUMMARY:

Ciara Puryear, teacher at Dysart Elementary, requests to be released from her 2014-2015 contract.

The administration recommends the Governing Board release Ms. Puryear from her 2014-2015 Certificated Employee Contract and assess liquidated damages in the amount of $2,500.00.

BOARD ACTION REQUESTED:

It is recommended the Governing Board release Ciara Puryear from her 2014-2015 Certificated Employee Contract and assess liquidated damages in the amount of $2,500.00.

SUBMITTED BY:  SUPERINTENDENT:

ACTION BY BOARD:  Motion: ______  Second: ______  Vote: ______  AGENDA ITEM: ______
AGENDA ITEM: *Request for Release from Contract – Certificated Staff – 2014-2015 School Year

EXECUTIVE SUMMARY:

Enrico Tipton, teacher at Shadow Ridge High School, requests to be released from his 2014-2015 contract.

The administration recommends the Governing Board release Mr. Tipton from his 2014-2015 Certificated Employee Contract and assess liquidated damages in the amount of $2,500.00.

BOARD ACTION REQUESTED:

It is recommended the Governing Board release Enrico Tipton from his 2014-2015 Certificated Employee Contract and assess liquidated damages in the amount of $2,500.00.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: _____
AGENDA ITEM: *Request for Release from Contract – Certificated Staff – 2014-2015 School Year

Action/Consent X Action/Discussion Information Supporting Data

Cost: N/A Funding Source: 

EXECUTIVE SUMMARY:

Edith Suber, teacher at Sonoran Heights, requests to be released from her 2014-2015 contract.

The administration recommends the Governing Board release Ms. Suber from her 2014-2015 Certificated Employee Contract and assess liquidated damages in the amount of $2,500.00.

BOARD ACTION REQUESTED:

It is recommended the Governing Board release Edith Suber from her 2014-2015 Certificated Employee Contract and assess liquidated damages in the amount of $2,500.00.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

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

GOVERNING BOARD ITEM

AGENDA ITEM: *Approval of the Minutes of the May 21, 2014 Regular Governing Board Meeting and the May 20, 2014 High School Graduations

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 May 21, 2014 Regular Governing Board Meeting and the May 20, 2014 High School Graduations.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the minutes of the May 21, 2014 Regular Governing Board Meeting and the May 20, 2014 High School Graduations.

SUBMITTED BY:  SUPERINTENDENT: 

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 12
I. EVENT MINUTES

1. 1:30 p.m. – Valley Vista High School
   A quorum of four Governing Board Members was present; namely, Ms. Traci Sawyer-Sinkbeil, Mrs. Bonnie Schroader, Ms. Blossom Tande and Ms. Jennifer Tanner.

   3:30 p.m. – Dysart High School
   A quorum of four Governing Board Members was present; namely, Ms. Traci Sawyer-Sinkbeil, Mrs. Bonnie Schroader, Ms. Blossom Tande and Ms. Jennifer Tanner.

   5:30 p.m. – Shadow Ridge High School
   A quorum of four Governing Board Members was present; namely, Ms. Traci Sawyer-Sinkbeil, Mrs. Bonnie Schroader, Ms. Blossom Tande and Ms. Jennifer Tanner.

   7:30 p.m. – Willow Canyon High School
   A quorum of four Governing Board Members was present; namely, Ms. Traci Sawyer-Sinkbeil, Mrs. Bonnie Schroader, Ms. Blossom Tande and Ms. Jennifer Tanner.

2. Governing Board Members handed out diplomas and congratulated students. No district business was discussed and no Board action was taken.

Signed: ____________________________  Date: ____________________________

June 4, 2014
I. REGULAR MEETING - GENERAL FUNCTION

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

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

3. A motion by Sawyer-Sinkbeil/Schroader 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
     - Retirees were recognized for their contribution to the Dysart community.
     - A tribute was paid to Jerry Eynon for his service as a Board member from April 27, 2010 – April 25, 2014. Mrs. Claudia Eynon was presented with a plaque commemorating that service. Members of the audience were invited to the June 4th planting of a tree in the courtyard at the district office as tribute to Mr. Eynon.
     - Superintendent Update – Dr. Pletnick shared that 1,505 students received diplomas during the commencement exercises. She recognized the leadership in the district including the Governing Board who lead this district with a clear vision and mission; the administrative staff who implement that vision and goals with enthusiasm and dedication, teachers and support staff who work tirelessly to support student success and the volunteers and communities who support the work with these students.
   - Governing Board Update – Governing Board members thanked the retirees for their contribution and service to students, the district and to education. In addition, they all expressed their joy in the opportunity to participate in the high school commencement exercises. They wished staff a wonderful summer.
     - Ms. Traci Sawyer-Sinkbeil attended a number of events including a teacher appreciation lunch, awards ceremonies at Valley Vista, Shadow Ridge, Willow Canyon and Sundown, as well as a recent Chamber breakfast where Dr. Pletnick spoke. She congratulated Dr. Jayne Wieferich for completing her doctoral program.
     - Jennifer Tanner toured Cimarron Springs and attended the Sundown Awards Ceremony.
     - Blossom Tande commented that attending and participating in the school awards ceremonies and the graduations has been a “high for me”.
     - Bonnie Schroader attended several events at the Performing Arts Center including band and choral performances and had an opportunity to view lobby art work. She is thankful for the community support that helped to grant the wish of a Valley Vista High School student to have the band perform at Disneyland.
5. Audience with Individuals or Groups
Maya Whitehead addressed the Governing Board and asked they reconsider the closing of the Dysart Early Childhood Education Center. She was disappointed that more information was not provided to the community regarding the timeline and purpose of the closing.

ACTION/CONSENT

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

ACTION/CONSENT

1. Recommendation for Approval to Renew Multi-Year Contracts for the 2014-2015 Fiscal Year
   Approved as listed. UNANIMOUS

2. Recommendation for Approval of Sole Source Vendors for the 2014-2015 Fiscal Year
   Approved as listed. UNANIMOUS

3. Recommendation for Approval to Award Contract No. 15-4606-001 Architectural & Engineering Services for the 2014-2015 Fiscal Year
   Approved as listed. UNANIMOUS

4. Recommendation for Approval of the Listed Cooperative Purchases Over the $100,000 Threshold for the 2013-2014 and 2014-2015 Fiscal Years
   Approved as listed. UNANIMOUS

5. Recommendation for Approval to Participate in Cooperative Contracts for the 2014-2015 Fiscal Year
   Approved as listed. UNANIMOUS

   Approved. UNANIMOUS

   Approved the release of Laura Whelpley from her 2014-2015 Certificated Contract and assessed liquidated damages in the amount of $2,500.00. UNANIMOUS

8. Approval of the Minutes of the May 7, 2014 Regular Governing Board Meeting and the May 2 – May 7 Events
   Approved as listed. UNANIMOUS

9. Hearing Officer’s Recommendation(s) for Long Term Suspension
   Accepted the Hearing Officers recommendation to long term suspend student in the matter of Student Discipline Hearing HOR1314-025. UNANIMOUS
10. Professional Growth Credit and Establishment of Supplemental Assignments for Professional Growth Classes for Summer, 2014
Approved the professional growth classes, supplemental assignments and professional growth credit for certified staff participating in the programs. UNANIMOUS

11. Support Staff Professional Development Classes for Summer, 2014
Approved the professional growth classes and professional growth points for support staff participating in the programs outside their work day. UNANIMOUS

12. Recommendation for Approval of the 2014-2015 Facility Use Fee Schedule
Approved UNANIMOUS

13. Recommendation to Approve Overnight and Out-of-State Travel
Approved as listed. UNANIMOUS

14. Extra-Curricular Tax Credit Fund and Student Activities Fund Reports for the Month of April 2014
Acknowledged receipt. UNANIMOUS

15. Approval/Ratification of Expense Vouchers 1049 and 1050 in the Amount of $1,744,600.04
Approved/Ratified UNANIMOUS

16. Approval/Ratification of Payroll Vouchers 7576, 52 and 53 in the Amount of $5,199,312.96
Approved/Ratified UNANIMOUS

INFORMATION

17. Information on the 21st Century Collaborative Network
Teresa Heatherly and Michelle Bemun presented information to update the Board on how the initiative is being implemented. Dr. Pletnick shared this organizational approach will help transform our work and insure as an organization we are embracing 21st century skills not only in the classroom but across the district as a whole.

18. Information Regarding the Need for an Override Election
Mr. Eaton provided the Governing Board with information on how the override monies are utilized in the district to support all day kindergarten, special area classes on the K-12 levels plus athletics, maintain class sizes, and provide critical resources for K-8 reading and math interventions. He also shared information on the impact of not passing that override.

ACTION/DISCUSSION

19. Recommendation to Approve the Appointment of Executive Director for Human Resources
A motion by Tanner/Schroader was entered to approve the appointment of Patricia Buck as Executive Director for Human Resources. UNANIMOUS
20. Recommendation to Approve the Appointment of Elementary Assistant Principal
A motion by Schrader/Tanner was entered to approve the appointment of Kristin Ivie as Elementary Assistant Principal. Ms. Ivie will be assigned to Western Peaks. 

UNANIMOUS

21. Recommendation to Approve the Appointment of Elementary Assistant Principal
A motion by Tande/Schrader was entered to approve the appointment of Leon Kelley as Elementary Assistant Principal. Mr. Kelley will be assigned to Dysart Elementary.

UNANIMOUS

22. Recommendation to Approve the Appointment of Elementary Assistant Principal
A motion by Tanner/Schrader was entered to approve the appointment of Kristie Franco as Elementary Assistant Principal. Ms. Franco will be assigned to Mountain View.

UNANIMOUS

REQUESTS FOR FUTURE AGENDA ITEM(S) – NONE

ADJOURNMENT
On a motion entered by Sawyer-Sinkbeil/Tanner and by a unanimous vote, the meeting ended at 7:46 p.m.

Signed Date

______________________________
June 4, 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):

HOR1314-026
HOR1314-027

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) HOR1314-026 and HOR1314-027.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 13
### DYSART UNIFIED SCHOOL DISTRICT NO. 89
### GOVERNING BOARD MEETING
### June 4, 2014

#### HEARING OFFICER’S RECOMMENDATION(S)

<table>
<thead>
<tr>
<th>DISCIPLINE HEARING NO.</th>
<th>HEARING DATE</th>
<th>HEARING OFFICER</th>
<th>SCHOOL</th>
<th>CHARGES</th>
<th>HEARING OFFICER'S ORDER</th>
<th>TERM</th>
<th>ASSIGNMENT TO ALTERNATIVE PROGRAM</th>
<th>RETURN TO SCHOOL</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOR1314-026</td>
<td>5/12/2014</td>
<td>B. Surloff</td>
<td>TRES</td>
<td>Defiance/Disrespect</td>
<td>Long Term Suspension</td>
<td>Remainder of 13-14 SY and 1st semester of 14-15 SY</td>
<td>No</td>
<td>1/5/15</td>
</tr>
<tr>
<td>HOR1314-027</td>
<td>5/12/2014</td>
<td>B. Surloff</td>
<td>DES</td>
<td>Disrespect/Verbal Abuse Adult</td>
<td>Long Term Suspension</td>
<td>Remainder of 13-14 SY and entire 14-15 SY</td>
<td>No</td>
<td>8/2015</td>
</tr>
</tbody>
</table>
"Power in the preparation...Excellence in the journey...Success for a lifetime...”

GOVERNING BOARD ITEM

AGENDA ITEM: *Approval to Adopt the Web-Based Application Defined STEM for Grades K-8

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

Cost: $46,095.00 Funding Source: 625 Soft Capital

EXECUTIVE SUMMARY:

At the February 19, 2014 meeting the Governing Board approved the Pilot of Defined STEM for grades K-8. 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. Governing Board approval is requested to adopt the web-based application Defined STEM for grades K-8.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the adoption of the web-based application Defined STEM for grades K-8.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 14
AGENDA ITEM: *Approval to Adopt Textbooks and Instructional Materials for Grades 3-5 Math Program

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

Cost: $575,000 Funding Source: Funds

EXECUTIVE SUMMARY:

Members of the Math Adoption Committee evaluated materials from a variety of publishers and sources. The core math program chosen by the selection team is *Math in Focus*, © 2015 by Houghton Mifflin Harcourt. Textbooks and instructional materials were on display at the Dysart Support Center from April 4 – June 2, 2014. A pilot program and rubric evaluation process was utilized to evaluate the textbooks and instructional materials and it was determined that Houghton Mifflin Harcourt be submitted for approval to provide textbooks and instructional materials for the 3rd, 4th and 5th grade math program. A material list is attached for review.

3rd, 4th & 5th Grade Math Program
Math in Focus, © 2015, by Houghton Mifflin Harcourt

Selection Committee
Teresa Heatherly – Director of Curriculum, Instruction & Assessment
Toni Smolinski - Parent
Maria Jiron-Cano - Teacher
Allison Nelson - Teacher
Scott Kerr - Administrator
Barbara Quinn - Teacher
Theresa Brooks - Parent
Emily Warne - Parent
Mary Jo Oechslin - Parent
Christie Berlinger - Parent
Jennifer Welborn - Parent
Traci Smith – Parent
Ami Kramer – Instructional Growth Teacher
Danielle Clute – Instructional Growth Teacher
Kyle Kels – Teacher
Judith Vacey – Teacher
Stevi Merrill - Teacher

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the adoption of the *Math in Focus Textbook and Supplemental materials*, © 2015, by Houghton Mifflin Harcourt for the 3-5 Math Program.
<table>
<thead>
<tr>
<th>Category</th>
<th>ISBN</th>
<th>Title</th>
<th>Price</th>
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AGENDA ITEM: *Approval to Adopt the High School Textbook Culinary Essentials, © 2010, Published by McGraw Hill, Glencoe

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

Cost: $1,500.00  Funding Source: West-MEC

EXECUTIVE SUMMARY:

The Culinary Arts program has currently been using the culinary textbook entitled, Culinary Essentials, © 2008 published by McGraw Hill, Glencoe. The Culinary Arts instructors would like to request approval to purchase the revised 2010 edition of the current textbook. The 2010 edition is virtually the same as the 2008 edition with minor changes which include more color pages and better organization of the information. It is requested the Governing Board approve the adoption of the revised version of the high school textbook Culinary Essentials, © 2010, published by McGraw Hill, Glencoe.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the adoption of the revised high school textbook Culinary Essentials, © 2010, published by McGraw Hill, Glencoe to replace the current 2008 edition.

SUBMITTED BY:  SUPERINTENDENT:  

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

Page 1 of 1
AGENDA ITEM: *Approval to Adopt the Supplemental Software The Roadmap for Entrepreneurship Education Software Program by The Consortium for Entrepreneurship Education

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

Cost: $1,000.00 Funding Source: West-MEC

EXECUTIVE SUMMARY:

Members of the Entrepreneurship Committee evaluated software from a variety of sources. The software program chosen by the selection team is The Roadmap for Entrepreneurship Education Software Program by The Consortium for Entrepreneurship Education. The Software was on display in the lobby of the Dysart District Office Kiosk from December 18, 2013 to February 15, 2014. It was determined that The Roadmap for Entrepreneurship Education Software Program be submitted for approval to provide supplemental materials for the Financial Services Program and the Retail Marketing Programs.

The Roadmap for Entrepreneurship Education Software Program, by The Consortium for Entrepreneurship Education

Selection Committee
Kristine Satiyaselan – Parent
Lisa Patrick – Parent
Mollie Fussell – Teacher
Stacy Green – Teacher
Thom Dickerson – CTE Director
Mandy Green – Student
Eddy Kennemer – Student
Mychal Hickey – Student
Ziah Patrick – Student
Ricardo Garfias - Student

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the adoption of the supplemental software The Roadmap for Entrepreneurship Education Software Program, by the Consortium of Entrepreneurship Education for the high school Financial Services and Retail Marketing programs.

SUBMITTED BY: SUPERINTENDENT: 

ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM: 17
Dysart Unified School District
June 4, 2014
Governing Board Meeting

"Power in the preparation...Excellence in the journey...Success for a lifetime..."

GOVERNING BOARD ITEM

AGENDA ITEM: *Overnight Travel for High School Athletic Teams to Attend Scheduled Tournaments and Regional and State Competitions During the 2014-2015 School Year

Action/Consent X Action/Discussion Information Supporting Data

Cost:_____________ Funding Source: Athletic Budget, Tax Credit, Student Club

EXECUTIVE SUMMARY:

WHAT: Overnight travel for the high school athletic teams that would include scheduled tournaments and regional and state competitions

WHERE: The state playoffs are scheduled at various schools in the state of Arizona. The locations of those sites may not be determined until the final power points and/or conference standings are ready at the end of each season.

WHEN: 2014-2015 school year

WHO: The interscholastic high school athletic teams for the 2014-2015 school year

WHY: During the fall, winter and spring athletic seasons, if a team schedules tournaments, or qualifies for regional games or state competitions, they are eligible to participate in the state playoffs under the direction of the Arizona Interscholastic Association. If teams do not qualify for the above tournaments, they will not attend.

COST: The cost of the competitions will be funded from each of the high school’s Athletic budgets, Tax Credit and Student Club funds.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve overnight travel for high school athletic teams to attend scheduled tournaments and regional and state competitions during the 2014-2015 school year.

SUBMITTED BY: ___________________________ SUPERINTENDENT: ___________________________

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 18
GOVERNING BOARD ITEM

AGENDA ITEM: *Arizona Online Charter School Student Participation in District Athletics and Activities

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

Cost: N/A Funding Source: N/A

EXECUTIVE SUMMARY:

The Arizona Interscholastic Association adopted a new bylaw beginning 2014-2015 requiring member schools’ Governing Boards to annually determine if it will permit participation of online charter school students in district interscholastic athletics and activities. Students must live within the attendance zone of the member school and all other AIA eligibility requirements would apply.

Administration recommends the Governing Board not allow full-time online charter students, except for Dysart’s iSchool, to try out for district athletics and activities. Experience has shown it is difficult to track the residency of such students, grade status, enrollment status and other eligibility rules as required by AIA.

BOARD ACTION REQUESTED:

It is recommended the Governing Board not permit online charter school students, except Dysart’s iSchool, to try out for interscholastic athletics and activities for the 2014-2015 school year.

SUBMITTED BY: SUPERINTENDENT: AGENDA ITEM: 19

ACTION BY BOARD: Motion: Second: Vote:

Page 1 of 1
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:

ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM: ___
## Overnight and/or Out-of-State Travel
### June 4, 2014
#### Consent Agenda

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<th>Date</th>
<th>Event</th>
<th>Purpose</th>
<th>Attendees</th>
<th>Cost</th>
<th>Funding</th>
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<td>Football Summer Camp, Flagstaff, AZ</td>
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<td>NCLA/ACTE National &quot;Best Practices&quot; Conference, Hyannis, MA</td>
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<td>Northern Arizona Beat the Heat Basketball Team Camp, Flagstaff, AZ</td>
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<td>NACAC and RMACAC Associations of College Admissions Counselors</td>
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<td>National Independence Day Parade, Washington,</td>
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AGENDA ITEM: *Recommendation to Approve Resolution Appointing Maricopa County Superintendent of Schools as Disbursing Agent for Garnishment of Wages for the 2014-2015 Fiscal Year

EXECUTIVE SUMMARY:

It is recommended in accordance with Arizona Revised Statute §12-1602 the Governing Board approve the appointment of Maricopa County Superintendent of Schools as the chief disbursing office for all garnishment of wages made upon any employee of the district.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the resolution for the appointment of Maricopa County Superintendent of Schools as the chief disbursing office for all garnishment of wages for the 2014-2015 fiscal year.

SUBMITTED BY:  
SUPERINTENDENT:  
ACTION BY BOARD:  
AGENDA ITEM:  }
In accordance with Arizona Revised Statue 12-1602, the Governing Board of Dysart Unified School District of Maricopa County, hereby requests and appoints the Maricopa County Education Service Agency, Superintendent of Schools as the Chief Disbursing Office for all garnishment of wages made upon any employee of this district.

Passed and adopted this 4th day of June, 2014.
**GOVERNING BOARD ITEM**

**AGENDA ITEM:** *Acceptance of Donations, Gifts and Grants*

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*Value assigned by the Donor. Value not verified by the District

**Cash donations:** $ 21,965.02  
**Non-cash donations:** $ 115.00  
**Developer Donations:** $ 1,500.00

**Year-to-date Total**  
**Cash donations:** $ 260,058.61  
**Non-cash donations:** $ 112,910.33  
**Developer Donations:** $ 10,000.00

**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: 22
Dysart Unified School District       June 4, 2014       Regular Governing Board Meeting

"Power in the preparation...Excellence in the journey...Success for a lifetime..."

GOVERNING BOARD ITEM

AGENDA ITEM: *Approval/Ratification of Expense Vouchers 1051 and 1052 in the Amount of $3,606,543.10

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<th>Action/Discussion</th>
<th>Information</th>
<th>Supporting Data</th>
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Cost: N/A

Funding Source: N/A

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BOARD ACTION REQUESTED:

It is recommended the Governing Board approve/ratify expense vouchers 1051 and 1052 in the amount of $3,606,543.10.

SUBMITTED BY: Jack East SUPERINTENDENT: John Smith

ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM: 23
DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $1,524,027.66 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

DYSART UNIFIED

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$1,524,027.66
DYSART UNIFIED VOUCHER

Voucher No: 1052  Voucher Date: 05/22/2014  Prepared By: ncochran

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $2,082,515.44 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 A.R.S. 38-231.

TRACI SAWYER-SINKBEIL  PRESIDENT

BONNIE SCHROADER  CLERK

JENNIFER TANNER  MEMBER

BLOSSOM TANDE  MEMBER

DYSART UNIFIED

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$2,082,515.44
AGENDA ITEM: *Approval/Ratification of Payroll Vouchers 7577, 54, 7578, 55, 7579 and 56 in the Amount of $16,454,782.01

EXECUTIVE SUMMARY:

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TOTAL $16,454,782.01

BOARD ACTION REQUESTED:
It is recommended the Governing Board approve/ratify payroll vouchers 7577, 54, 7578, 55, 7579 and 56 in the amount of $16,454,782.01.

SUBMITTED BY: John Ester
SUPERINTENDENT: Paul O'Neill

ACTION BY BOARD: Motion:  Second:  Vote:  AGENDA ITEM: 24
DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $1,853,499.90 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

DYSART UNIFIED

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DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $77,353.00 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, 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.

DYSART UNIFIED

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Total: $77,353.00
DYSART UNIFIED VOUCHER

Voucher No: 7578 Voucher Date: 05/20/2014 Prepared By: Candida Crow

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $7,040,911.86 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

DYSART UNIFIED

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$7,040,911.86
DYSART UNIFIED VOUCHER

Voucher No: 55  Voucher Date: 05/23/2014  Prepared By: [Signature]

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $7,439,518.80 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2013 to June 30, 2014 (period cannot overlap fiscal year end.)

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

[Signature]

TRACI SAWYER-SINKBEIL  PRESIDENT

BONNIE SCHROADER  CLERK

JENNIFER TANNER  MEMBER

BLOSSOM TANDE  MEMBER

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$7,439,518.80
DYSART UNIFIED VOUCHER

Voucher No: 7579  Voucher Date: 05/23/2014  Prepared By: Candice Crow

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $193.28 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.

Joel Eaton

TRACI SAWYER-SINKBEIL  PRESIDENT

BONNIE SCHROADER  CLERK

JENNIFER TANNER  MEMBER

BLOSSOM TANDE  MEMBER

DYSART UNIFIED

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<td>$193.28</td>
</tr>
<tr>
<td>101</td>
<td>TITLE I LEA (13/14)</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

$193.28
DYSART UNIFIED VOUCHER

Voucher No: 56       Voucher Date: 05/23/2014       Prepared By: Candice Crow

Printed: 05/23/2014 01:29:36 PM

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $43,305.17 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.

TRACI SAWYER-SINKBEIL     PRESIDENT

BONNIE SCHROADER     CLERK

JENNIFER TANNER     MEMBER

BLOSSOM TANDE     MEMBER

DYSART UNIFIED

<table>
<thead>
<tr>
<th>Fund</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>001</td>
<td>MAINTENANCE AND OPERATION</td>
<td>$34,692.55</td>
</tr>
<tr>
<td>011</td>
<td>CLASSROOM SITE (BASE SALARY)</td>
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<tr>
<td>013</td>
<td>CLASSROOM SITE (OTHER)</td>
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<td>101</td>
<td>TITLE I LEA (13/14)</td>
<td>$5,061.23</td>
</tr>
</tbody>
</table>

$43,305.17

Created By: Candice.Crow    Posted By: Candice.Crow    Date: 05/23/2014 12:57:12    Page: 1
AGENDA ITEM: Recommendation for Revision of the Governing Board Policy Section 7.53 - Support Staff Paid Leave

Action/Consent Action/Discussion Information Supporting Data

Cost: N/A Funding Source: N/A

EXECUTIVE SUMMARY:

It is recommended that Policy Section 7.53 – Support Staff Paid Leave be revised to align policy with Policy Governance. Text is added to indicate the Superintendent shall not fail to establish a paid leave process as well as text defining eligible staff members. Additionally, text describing the process is removed from the policy document and will be added to the published procedures. The proposed policy and procedures are included as supporting data.

BOARD ACTION REQUESTED:

It is recommended the Governing Board review the policy revision as presented.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 25
Section 7 – Personnel

Section 7.53 – Support Classified Staff Paid Leave

Sick Leave and Discretionary Leave

Paid Leave—Hourly—Nonexempt Support Staff

The Superintendent shall not fail to establish a paid leave process to eligible classified staff in accordance with the District work calendars.

Eligible classified staff members are defined as:

- Non-exempt staff members that work thirty (30) or more hours per week in their primary and regular job classification and

- Exempt classified staff members that work a full-time equivalent of 0.5 or more in their primary and regular job classification.

Definition

Within this provision, hourly nonexempt support staff refers to those employees who are eligible for overtime pursuant to the Fair Labor Standards Act.

Paid Leave—Sick Leave

Sick Leave for hourly, nonexempt support staff is a designated amount of compensated and accrued leave that is to be granted to a staff member who, through personal or family illness, injury, quarantine, or health care provider appointments that cannot be scheduled outside the work day or work calendar, is unable to perform the duties assigned. Family shall include the employee’s spouse, son or daughter, or parent (includes spouse’s parents). Such allowance shall accumulate without limit.

Employees shall provide notice to the employee relations office of any paid leave qualifying under the Family Medical and Leave Act.

More than three (3) sick leave days may not be used consecutively without medical documentation.

Paid Leave—Discretionary Leave

Discretionary leave for hourly, nonexempt support staff is a designated amount of compensated and accrued leave that is to be granted to a staff member and may be used for any purpose.
A maximum of two (2) discretionary leave days shall be awarded each year.

Discretionary paid leave may be used for any purpose within the following parameters:

- A three (3) day advance notice to employee's administration in planning for the absence.
- Discretionary leave days may not be used during nonuse days as specified in the first paragraph under “Nonuse Days for Hourly Support Staff.”
- Unused discretionary leave days roll over to the next school year as paid sick leave.

**Paid Leave Accrual**

Full time hourly, nonexempt support staff employees are eligible for leave and shall accrue leave on a pay period basis.

*Full-time employees* are defined as those employees who work a minimum of thirty (30) hours per week in their primary assignment.

Accrual shall be at the rate of one (1) day per month of employment according to their employment calendar earned on a pay period basis. The first two (2) days earned in the employment calendar shall be designated as discretionary leave.

**Nonuse Days for Hourly Support Staff**

Use of paid or unpaid discretionary or sick leave is not permitted on the day immediately preceding or following a holiday or student break.

This does not apply to cases of employees out on an approved leave. In cases of unanticipated illness, emergency, or circumstances beyond the employee's control, the employee will need to provide official documentation supporting the absence. If such documentation is not provided, the absence will be docked. If a dock occurs there will not be a deduction from the employee's paid leave accrual. In cases where an employee is eligible for vacation leave, the employee may use vacation leave for the absence on a non-use day, provided they have obtained prior written approval from their supervisor.

For good cause, the administrator may approve paid leave on non-use days for hourly support staff, provided the absence does not negatively impact the operations of the building.

**Unpaid Leave Requests**

When a staff member exhausts all days of paid leave, an unpaid leave of absence must be requested, pursuant to District policy.

Upon request, after using the leave allowance for the current year, the staff member shall inform
the Superintendent of the following:

- Purpose for which leave is being taken.
- Expected date of return from leave.
- Where the staff member may be contacted during the leave.

**Misuse of Paid Leave**

The District may, at District expense, require the employee to submit to medical or psychiatric examination by a physician or psychiatrist selected by the District to determine 1) whether or not the continued use of leave is appropriate or 2) whether return to duty is appropriate.

Any employee who can be shown to have willfully violated or misused the District’s leave policy or misrepresented any statement or condition will be subject to discipline, which may include reprimand, suspension, and/or dismissal.

**Reimbursement Plan for Accumulated Leave**

District employees will be reimbursed for a maximum of one hundred seventy-five (175) days of accumulated paid leave upon retirement, resignation, or death while in the District’s employ. The reimbursement benefits will be provided to employees at the conclusion of the employee’s last year of employment as follows, provided the employees’ services have been provided in a satisfactory, ethical, and professional manner:

- Upon retirement, resignation, or death, an employee (or an employee’s estate) with ten (10) through nineteen (19) years of continuous service in Dysart Unified School District shall be reimbursed for accumulated paid leave at eighty-five percent (85%) of the substitute rate for their position, daily rate not to exceed eighty-five percent (85%) of the lowest guest teacher daily rate.

- Upon retirement, resignation, or death, an employee (or an employee’s estate) with twenty (20) years of continuous service in Dysart Unified School District shall be reimbursed accumulated paid leave at one hundred percent (100%) of the substitute rate for their position, daily rate not to exceed one hundred percent (100%) of the lowest guest teacher daily rate.

An employee with one hundred (100) or more days of accumulated earned leave must submit a written request for such reimbursement at least one (1) year in advance, and no later than March 1 of the year prior to the year of retirement or resignation. This provision may be waived, depending upon the District’s financial status. The employee may request that payment be made in the current or subsequent fiscal year; however, the District may, at its discretion, determine in which fiscal year the payment shall be made.
CLASSIFIED STAFF PAID LEAVE

Eligibility

Paid leave is eligible to full time staff members who work a minimum of thirty (30) hours per week in their primary assignment. Hourly-nonexempt staff members, as defined by the Fair Labor Standards Act, accrue and use paid leave on an hourly basis. Salaried exempt staff members accrue and use paid leave on a half-day and daily basis.

Paid Leave Accrual

Eligible staff members shall accrue paid leave as dictated by the District work calendars published annually.

Paid Leave - Sick Leave

Sick Leave for staff members is a designated amount of compensated and accrued leave that is to be granted to a staff member who, through personal or family illness, injury, quarantine, or health care provider appointments that cannot be scheduled outside the work day or work calendar, is unable to perform the duties assigned. Family shall include the staff's spouse/domestic partner, son or daughter, or parent (includes spouse's parents). Such allowance shall accumulate without limit.

Staff members shall request to their supervisor and human resources office any paid leave qualifying under the Family Medical and Leave Act.

More than three (3) sick leave days may not be used consecutively without medical documentation.

Paid Leave - Discretionary Leave

Discretionary leave for staff is a designated amount of compensated leave that is granted to a staff member who, may use for any purpose upon approval from administration within the following parameters:

- Discretionary leave days may not be used during limited use days
- Unused discretionary leave days roll over to the next school year as paid sick leave

A maximum of three (3) discretionary leave days shall be awarded each year.
Limited Use Days:

Use of paid leave is permitted on the day immediately preceding or following a holiday or student break only through pre-approval from the employee supervisor. This does not apply to cases of staff members out on an approved leave in accordance with Policy Section 7.28 Professional/Support Staff Leaves of Absence Without Pay. In cases of unanticipated illness, emergency, or circumstances beyond the staff member’s control, the staff member will be required to provide official documentation supporting the absence. If such documentation is not provided, the absence may result in a pay deduction in cases of overpayment to the staff member. Should a pay deduction occur because of overpayment, there will not be a deduction from the staff member’s paid leave accrual. In cases where a staff member is eligible for vacation leave, the staff member may use vacation leave for the absence on a limited use day, provided they have obtained prior written approval from their supervisor.

For good cause, the supervisor may approve paid leave on limited use days for a staff member, provided the absence does not negatively impact the operations of the building.

Unpaid Leave Requests

When a staff member exhausts all days of paid leave, an unpaid leave of absence must be requested, pursuant to District policy. Staff shall submit a written request for unpaid leave of absence to their supervisor, to include the following:

- Purpose for which leave is being taken
- Expected date of return from leave
- Where the staff member may be contacted during the leave

Misuse of Paid Leave

The District may, at District expense, require the staff member to submit to medical or psychiatric examination by a physician or psychiatrist selected by the District to determine 1) whether or not the continued use of leave is appropriate or 2) whether return to duty is appropriate.

Any staff member who can be shown to have willfully violated or misused the District’s leave policy or misrepresented any statement or condition will be subject to discipline, up to and including dismissal.

Pay Out of Accumulated Leave Upon Separation of Service

Staff members will be reimbursed for a maximum of one hundred seventy-five (175) days of accumulated paid leave upon retirement, resignation, or death while in the District’s employ. The reimbursement benefits will be provided to staff members at the conclusion of the last year of employment as follows, provided the staff member’s services have been provided in a satisfactory, ethical, and professional manner:
• Upon retirement, resignation, or death, a staff member (or a staff member's estate) with ten (10) through nineteen (19) years of continuous service in Dysart Unified School District shall be reimbursed for accumulated paid leave at eighty-five percent (85%) of the substitute rate for their position, daily rate not to exceed eighty-five percent (85%) of the lowest substitute teacher daily rate.

• Upon retirement, resignation, or death, a staff member (or an staff member's estate) with twenty (20) years of continuous service in Dysart Unified School District shall be reimbursed accumulated paid leave at one hundred percent (100%) of the substitute rate for their position, daily rate not to exceed one hundred percent (100%) of the lowest substitute teacher daily rate.

The District may, at its discretion for budgetary reasons, determine in which fiscal year reimbursement shall be made.
AGENDA ITEM: Information Regarding Accomplishment of the 2013-2014 Goals and Objectives

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

Cost: N/A __________ Funding Source: N/A __________

EXECUTIVE SUMMARY:
At this time, the Superintendent will provide information regarding accomplishment of the 2013-2014 Goals and Objectives established as a collaborative effort with the Governing Board.

BOARD ACTION REQUESTED:
It is recommended the Governing Board accept the information presented.

SUBMITTED BY: __________ SUPERINTENDENT: __________

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 26
# 2013-14 SUPERINTENDENT GOALS AND OBJECTIVES

**GOAL A:** All Dysart students will graduate ready for college, career, and life in a globally competitive economy by mastering New Century Learner Skills.

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
<th>INDICATORS</th>
<th>MEASURES OF SUCCESS</th>
<th>TIMELINE</th>
<th>COMPLETION</th>
</tr>
</thead>
</table>
| 1. Implement plans resulting in increasing numbers of students meeting or exceeding on measurements of state standards. | Increases in the number of students who meet or exceed state standards as measured by state assessments at mandated grade levels | AIMS reports show annual increases in grade 3 and 8 in areas of reading to align with state goals as follows: 94% meeting state standards in grade 3 by 2020-Dysart will increase annually 2.1% points of students meeting in grade 3 reading per year until 2020 85% meeting standards in grade 8 by 2020-Dysart increase annually 1.2% points of students meeting standards in reading per year until 2020 At high school 93% graduation rate by 2020-Dysart will increase annually .62% points of students graduating per year until 2020 | Release of AIMS | **Areas of focus to support goal success:**  
Retain and recruit highly qualified teachers for all District teaching positions  
Data:  
Retention rate:  
2013-14: Overall teacher retention rate 85%; Rate excluding retirement or relocation 90%.  
2012-13: Overall teacher retention rate was 87% Rate excluding retirement or relocation 90%.  
Recruitment:  
Start of 13-14 school year 8 open teaching positions  
Start of 12-13 school year 8.1 open teaching positions.  
Reference Staffing Update GBA, Aug. 7, 2013 Item 17  
Coordination of support for schools via Community Ed  
Audit and coordination of facility use to insure school needs prioritized  
Funding provided from rental fees to support school improvements.  
Reference Community Education outreach update, GBA Nov. 20, 2013 Item 18  
Developed Project Graduation to support student success  
Reference Project Graduation, GBA Mar. 5, 2014 Item 14  
Reorganization & design of 21st Century Collaborative network to support student success |
## 2013-14 SUPERINTENDENT GOALS AND OBJECTIVES

### 2. Implement New Century Learner Skills as part of the approved curriculum adopted as per the revision cycle for 2013-14.

<table>
<thead>
<tr>
<th>The following curriculum areas identified for revision on the curriculum revision cycle will include the integration of new century learner skills: <strong>Social Studies</strong>: US History revised for thematic integration of instruction Revised Honors curriculum to address differentiation from regular course <strong>English</strong>: Add Cambridge curriculum to iPLAN Continue revision to honors English at every level Establish explicit writing curriculum K-12 <strong>Math</strong>: Add Cambridge curriculum to iPLAN <strong>Science</strong>: Add Cambridge Chemistry maps to iPLAN Revise AP Biology Revise AP Chemistry</th>
<th>Indicated curriculum documents revised to include embedded new century learner skills</th>
<th><strong>End of the 2013-14 school year</strong></th>
<th><strong>Work on AZ Career and College Standards Implementation</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CTE</strong>: Curriculum for Software Development Program approved by Board. Rewriting Engineering curriculum to be complete by June 30, 2014. <strong>Social Studies</strong>: Thematic units piloted for skills-based instruction for US History Adjustments made to iPlan for Honors curriculum to address the level of rigor and differentiation from regular course <strong>English</strong>: Honor English has been added for English 1-2 and 3-4 with continued refinements Addition of Cambridge components to iPlan (limited) Writing curriculum refinements <strong>Math</strong>: Math resources added to iPlan AP Calculus with AP standards added Financial Math and Statistics added <strong>Science</strong>: Addition of Cambridge to iPlan Revised course syllabus for AP Biology</td>
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</tbody>
</table>
### 2013-14 SUPERINTENDENT GOALS AND OBJECTIVES

| 3. Design and implement assessments that measure student mastery of core standards and New Century Learner Skills. | Assessments in the following areas will be revised to integrate new century learner skills:  
**Social Studies:** US History  
World History Honors and US History assessments revised for written constructed responses.  
Revised Honors curriculum  
**English:** Continue revision to honors English at every level  
Revise all final assessments to align with iPlan at the HS level  
Explicit writing K-12  
Math 3 - HS.  
Revise for dominate domains for new state assessment  
**Science:** | Indicated curriculum documents revised with assessments reflecting measures of core standards and new century skills. | End of the 2013-14 school year  
4 C (21st Century Skills) Rubrics introduced & piloted at middle level. Work includes use to analyze student work, write units, question stems, kid friendly rubrics and peer observations.  
The 4 C Rubrics will be added to the 7th and 8th grade science assessments as part of the summer curriculum work.  
Revised K-2 District-created Math benchmarks  
Revised math blueprints and benchmarks for 3-8, Algebra 1-2/1-2 Honors, Geometry 1-2/1-2 Honors and Algebra 3-4/3-4 Honors to align to iPlan, AIMS and CCR.  
Updated writing and DBQ benchmarks and teacher instructions to support an interactive process for implementation and to align with the three writing requirement formats and added to iPlan  
Created new semester one and two final exams for World History, Honors World History, U.S. History Thematic Pilot and Non-Pilot U.S. History that include skills-based and/or | Syllabus for AP Chemistry  
Syllabus for AP Physics  
AP Chemistry and Biology maps added to iPlan during June  
**21st Century Skill Integration:**  
Initial training with middle school teachers on the Critical Thinking Rubric  
Incorporated Math Practices - Look-fors, Lesson Plan Tool, Questions for teachers to ask  
Arts Academy thematic units  
Curriculum for Global International Academy in development  
Digital Citizenship/Cyberbully curriculum  
Curriculum for the Software Development written with Board Engineering curriculum development  
Reference curriculum adoptions and course guide adoption, GBA Nov. 20, 2013 Item 10 and Nov. 20 Item 17  
Reference Math and Online Pilots report, GBA August 7, 2013 Item 18  
Reference 21st Century Support Collaborative, GBA March 5, 2014 Item 15 |
<table>
<thead>
<tr>
<th>2013-14 SUPERINTENDENT GOALS AND OBJECTIVES</th>
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</thead>
<tbody>
<tr>
<td><strong>Revise assessments for 7th and 8th grade</strong></td>
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<td>to be aligned to the science practices and common core: Constructing arguments using evidence and reasoning</td>
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<tr>
<td>Develop science Cambridge Benchmarks</td>
</tr>
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<td>Revise AP Biology</td>
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<tr>
<td>Revise AP Chemistry</td>
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<tr>
<td>Revise AP Physics</td>
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<tr>
<td><strong>The Arts:</strong></td>
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<td>Pilot performance based assessments</td>
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<td><strong>Foreign Language</strong></td>
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<td>PE</td>
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</table>
### 2013-14 SUPERINTENDENT GOALS AND OBJECTIVES

**GOAL 4:** Implement plans resulting in increasing numbers of students who succeed in exam systems that qualify them for full-time career and technical programs, jobs, military and/or college or university entrance.

<table>
<thead>
<tr>
<th>Plan implemented for the 2013-14 school year to increase in the number of students meeting or exceeding entrance requirements for post-secondary pathways including: SAT or ACT, PSAT or Explore International Baccalaureate Career and Technical Education (CTE) competencies AZ Tech Prep Cambridge AP AZVAB (military)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan strategies implemented during 2013-14 with comparison data reported when available at the end of the 2013-14 school year</td>
</tr>
<tr>
<td>Plan implementation 2013-14 with results released when available at the end of the current school year</td>
</tr>
</tbody>
</table>

**GOAL 5:** Implement plans resulting in all schools achieving a state accountability label within the top two categories of the new state system.

<table>
<thead>
<tr>
<th>CIP reports will establish data and plan to increases labels to A and B levels</th>
</tr>
</thead>
<tbody>
<tr>
<td>90-100% of schools will have state accountability labels of A or B at the end of the 2013-14 school year</td>
</tr>
<tr>
<td>Reported when current year label information available for public release</td>
</tr>
</tbody>
</table>

**GOAL B:** Optimize and allocate resources that are proven to result in increased student achievement.

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
<th>INDICATORS</th>
<th>MEASURES OF SUCCESS</th>
<th>TIMELINE</th>
<th>COMPLETION</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.B.8) Design and implement a plan that provides intervention, extension and enrichment so that each student makes at least one year's growth (OYG).</td>
<td>Effective strategies identified in intervention, extension and enrichment plans implemented and success of strategies assessed</td>
<td>Annual increases in student achievement reported as measured by state and district assessments. Increase 3% of students in the district who make OYG on state</td>
<td>End of school year for district assessment report and upon release of state mandated test results</td>
<td>Support of CIPs - Project Graduation completed. Provide all SPED staff training - Special Education Seminar held. Create a model school with K-8 level C services set up in a</td>
</tr>
<tr>
<td>OBJECTIVES</td>
<td>INDICATORS</td>
<td>MEASURES OF SUCCESS</td>
<td>TIMELINE</td>
<td>COMPLETION</td>
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<td>assessments as determined by the district's OYG formula.</td>
<td>Structured Teaching Classroom Model</td>
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<td>CCR Counselor Curriculum developed &amp; aligned to standards and published on iPlan</td>
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<td>Increased opportunities for blended/online for 14-15</td>
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<td>Specific and targeted interventions based on identified student needs including:</td>
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<td>Zero hour to give students an opportunity to earn extra credits per term and for tutoring</td>
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<td>Think Tank implemented to provide students a structured time to work on missing assignments during the school day with teacher support</td>
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<td>Classroom competitions based on student achievement goals</td>
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<td>Enrichment groups for students in high meets and exceeds</td>
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<td>Response to Intervention – systematic approach to the process for increasing success for all students both academically and behaviorally</td>
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<td>Dysart tutoring cadre – building teams of tutors to support students in mastering specific skills</td>
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<td>Developing Move on When Ready options with Rio Salado</td>
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<td>Created a model school with K-8 level C special education services set up in a Structured Teaching Classroom Model</td>
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</tbody>
</table>

Reference CIP Updates, GBA Study Sessions Sept. 18, Nov. 6, 2013 and Jan 22 and Mar. 5, 2014
## Goal H: Allocate available district level resources to support the strategic plan goals where they will have the greatest impact on student academic achievement and instruction.

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
<th>INDICATORS</th>
<th>MEASURES OF SUCCESS</th>
<th>TIMELINE</th>
<th>COMPLETION</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. (H.27) Design District level budget process to improve the alignment of financial resources to Strategic Plan goals.</td>
<td>Visual developed to show strategic plan areas and estimated spending</td>
<td>Annual reporting indicating resources directed to Strategic Plan goal areas.</td>
<td>Fall 2013</td>
<td>Reference District Resource Alignment, GBA Nov. 6, 2013 Item 19  Reference Budget Overview, GBA Feb. 19, 2014, Item 18  Reference District Compliance Audit report, GBA April 2, 2014 Item 11</td>
</tr>
<tr>
<td>8. (H.28) Implement resources to support the professional development plan necessary for the successful execution of instruction.</td>
<td>PD program evaluation utilized to identify PD resources &amp; implementation plan designed</td>
<td>Measureable increases in student achievement indicators.</td>
<td>Summer 2014</td>
<td>Development of Self-directed, collaborative PD that creates a product – YourCall  Obtained an MSP Grant for Science to increase student achievement in science and teacher efficacy with teaching science  Development of differentiated courses for all Sped staff during the summer 2014  Reference District Reorganization Plan, GBA Jan. 22, 2014 Item 20 and 21st Century Collaborative Network (Your Call) March 5, 2014 Item 15  Reference District Certified and Support Staff PD guides, GBA Sept. 4 Items 8 &amp; 9 and Dec. 18 2013 Item 10  Reference District Resources for PD report, GBA Sept. 18 Item 21  Reference Designing an iShare component of iPAL IT report, GBA Feb. 5, 2014, Item 11</td>
</tr>
</tbody>
</table>
Goal 1: **Assess funding priorities by aligning school expenditures with Strategic Plan.**

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
<th>INDICATORS</th>
<th>MEASURES OF SUCCESS</th>
<th>TIMELINE</th>
<th>COMPLETION</th>
</tr>
</thead>
</table>
| 9. (31) Assess the correlation of the guidelines to improving student achievement. | Spending identified in CIP plan correlated to student achievement results over 2 year period | Report of the correlation between the guidelines and student achievement completed. | Summer 2014 | Resource Plans required part of CIP to identify how supporting staff are utilized to drive student achievement.  
Technology Purchase Approval Process (TIPs) with new process in place and all school sites and departments participating  
-TIPs process to be integrated with capital budget planning prior to the 2014-2015 school year  
Technology Plan - update and align with new strategic plan |
The ACT composite and subject area scores range from 1 to 36. The ACT composite score is the average of the four subject area test scores, and is the score typically considered by colleges for admission.

**Average ACT Composite Scores**

<table>
<thead>
<tr>
<th>Graduation Year</th>
<th>DUSD # of Test Takers</th>
<th>DUSD Avg. Score</th>
<th>State (AZ) Avg. Score</th>
<th>National Avg. Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009</td>
<td>164</td>
<td>19.9</td>
<td>21.9</td>
<td>21.1</td>
</tr>
<tr>
<td>2010</td>
<td>199</td>
<td>19.8</td>
<td>20.0</td>
<td>21.0</td>
</tr>
<tr>
<td>2011</td>
<td>193</td>
<td>20.8</td>
<td>19.7</td>
<td>21.1</td>
</tr>
<tr>
<td>2012</td>
<td>204</td>
<td>20.6</td>
<td>19.7</td>
<td>21.1</td>
</tr>
<tr>
<td>2013</td>
<td>300</td>
<td>20.4</td>
<td>19.6</td>
<td>20.9</td>
</tr>
</tbody>
</table>

**Two-Year Summary PLAN Results – 10th Grade**

The PLAN composite and subject area scores range from 1 to 32. The PLAN composite score is the average of the four subject area test scores (English, mathematics, reading, and science).

**Average PLAN Composite Scores**

<table>
<thead>
<tr>
<th>Graduation Year</th>
<th>DUSD # of Test Takers</th>
<th>DUSD Avg. Score</th>
<th>National Avg. Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011-2012</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>2012-2013</td>
<td>1752</td>
<td>16.5</td>
<td>17.2</td>
</tr>
<tr>
<td>2013-2014</td>
<td>1781</td>
<td>16.1</td>
<td>17.2</td>
</tr>
</tbody>
</table>
The EXPLORE composite and subject area scores range from 1 to 25. The EXPLORE composite score is the average of the four subject area test scores (English, mathematics, reading, and science).

**Average EXPLORE Composite Scores**

<table>
<thead>
<tr>
<th>School Year</th>
<th>DUSD # of Test Takers</th>
<th>DUSD Avg. Score</th>
<th>National Avg. Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011-2012</td>
<td>NA</td>
<td>14.2</td>
<td>NA</td>
</tr>
<tr>
<td>2012-2013</td>
<td>1711</td>
<td>14.6</td>
<td>15.5</td>
</tr>
<tr>
<td>2013-2014</td>
<td>1913</td>
<td>14.6</td>
<td>15.5</td>
</tr>
</tbody>
</table>

**Five-Year Summary SAT Results of College-Bound Seniors**

SAT scores range from 200 to 800 in each subject. The composite score is the sum of subject scores (reading, mathematics, writing) and can range from 600 to 2400. There are specific subject area SAT scores that are scored on a different scale.

**Average SAT Composite Scores**

<table>
<thead>
<tr>
<th>Graduation Year</th>
<th>DUSD # of Test Takers</th>
<th>DUSD Avg. Score</th>
<th>State (AZ) Avg. Score</th>
<th>National Avg. Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009</td>
<td>285</td>
<td>1364</td>
<td>1531</td>
<td>1505</td>
</tr>
<tr>
<td>2010</td>
<td>332</td>
<td>1401</td>
<td>1540</td>
<td>1506</td>
</tr>
<tr>
<td>2011</td>
<td>481</td>
<td>1416</td>
<td>1539</td>
<td>1500</td>
</tr>
<tr>
<td>2012</td>
<td>378</td>
<td>1408</td>
<td>1541</td>
<td>1498</td>
</tr>
<tr>
<td>2013</td>
<td>412</td>
<td>1422</td>
<td>1551</td>
<td>1498</td>
</tr>
</tbody>
</table>
Advanced Placement scores are reported on a scale of 1 to 5 in each subject area test. Colleges accepting AP exam scores may require various minimum AP scores to grant college level credit.

**AP Five-Year Average Score Summary (by Specified Subject Tests)**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Calculus AB</td>
<td>1.00</td>
<td>3</td>
<td>1.00</td>
<td>33</td>
<td>1.33</td>
<td>9</td>
<td>1.33</td>
<td>41</td>
<td>1.79</td>
<td>46</td>
</tr>
<tr>
<td>English Language and Composition</td>
<td>2.00</td>
<td>106</td>
<td>2.59</td>
<td>44</td>
<td>1.94</td>
<td>99</td>
<td>2.51</td>
<td>164</td>
<td>2.38</td>
<td>92</td>
</tr>
<tr>
<td>English Literature and Composition</td>
<td>2.12</td>
<td>32</td>
<td>2.15</td>
<td>91</td>
<td>2.36</td>
<td>65</td>
<td>2.19</td>
<td>91</td>
<td>2.56</td>
<td>100</td>
</tr>
<tr>
<td>U.S. Government and Politics</td>
<td>1.94</td>
<td>45</td>
<td>2.10</td>
<td>89</td>
<td>1.60</td>
<td>128</td>
<td>2.08</td>
<td>140</td>
<td>2.22</td>
<td>137</td>
</tr>
<tr>
<td>U.S. History</td>
<td>1.54</td>
<td>116</td>
<td>1.73</td>
<td>124</td>
<td>1.77</td>
<td>109</td>
<td>1.96</td>
<td>175</td>
<td>1.89</td>
<td>182</td>
</tr>
</tbody>
</table>

**Proportion of AP Students with Passing AP Scores by School (All Subject Tests)**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dysart HS</td>
<td>8.50</td>
<td>82</td>
<td>5.70</td>
<td>123</td>
<td>8.50</td>
<td>59</td>
<td>20.00</td>
<td>50</td>
<td>24.30</td>
<td>70</td>
</tr>
<tr>
<td>Shadow Ridge HS</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>34.30</td>
<td>35</td>
<td>26.70</td>
<td>101</td>
<td>38.10</td>
<td>63</td>
</tr>
<tr>
<td>Valley Vista HS</td>
<td>25.00</td>
<td>28</td>
<td>40.00</td>
<td>75</td>
<td>42.90</td>
<td>21</td>
<td>45.70</td>
<td>35</td>
<td>53.40</td>
<td>73</td>
</tr>
<tr>
<td>Willow Canyon HS</td>
<td>34.40</td>
<td>163</td>
<td>48.90</td>
<td>94</td>
<td>32.50</td>
<td>169</td>
<td>29.50</td>
<td>237</td>
<td>34.80</td>
<td>204</td>
</tr>
<tr>
<td>DUSD</td>
<td>22.63</td>
<td>273</td>
<td>31.53</td>
<td>292</td>
<td>29.55</td>
<td>284</td>
<td>30.48</td>
<td>423</td>
<td>37.65</td>
<td>410</td>
</tr>
<tr>
<td>Arizona</td>
<td>27.10</td>
<td>22232</td>
<td>57.60</td>
<td>23677</td>
<td>58.80</td>
<td>25365</td>
<td>58.70</td>
<td>28603</td>
<td>58.10</td>
<td>30535</td>
</tr>
<tr>
<td>Global</td>
<td>61.10</td>
<td>1698133</td>
<td>60.20</td>
<td>1855310</td>
<td>60.20</td>
<td>1982133</td>
<td>61.50</td>
<td>2106843</td>
<td>60.90</td>
<td>2224117</td>
</tr>
</tbody>
</table>

Notes:
* 2014 AP Score reports will be available in July 2014
* Source: 2013 online CollegeBoard AP Score Reports
Percent of Students Enrolled in College the *Fall Immediately After High School*: **Institutional Type**

<table>
<thead>
<tr>
<th>Graduation Year</th>
<th>Percent in Public Institutions</th>
<th>Percent in Private Institutions</th>
<th>Percent Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008</td>
<td>42%</td>
<td>3%</td>
<td>45%</td>
</tr>
<tr>
<td>2009</td>
<td>44%</td>
<td>5%</td>
<td>49%</td>
</tr>
<tr>
<td>2010</td>
<td>41%</td>
<td>5%</td>
<td>46%</td>
</tr>
<tr>
<td>2011</td>
<td>43%</td>
<td>6%</td>
<td>49%</td>
</tr>
<tr>
<td>2012</td>
<td>47%</td>
<td>7%</td>
<td>53%</td>
</tr>
<tr>
<td>2013</td>
<td>40%</td>
<td>8%</td>
<td>47%</td>
</tr>
</tbody>
</table>

Percent of Students Enrolled in College the *Fall Immediately After High School*: **Institutional Level**

<table>
<thead>
<tr>
<th>Graduation Year</th>
<th>Percent in 4-Year Institutions</th>
<th>Percent in 2-Year Institutions</th>
<th>Percent Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008</td>
<td>17%</td>
<td>28%</td>
<td>45%</td>
</tr>
<tr>
<td>2009</td>
<td>20%</td>
<td>29%</td>
<td>49%</td>
</tr>
<tr>
<td>2010</td>
<td>20%</td>
<td>26%</td>
<td>46%</td>
</tr>
<tr>
<td>2011</td>
<td>21%</td>
<td>28%</td>
<td>49%</td>
</tr>
<tr>
<td>2012</td>
<td>20%</td>
<td>33%</td>
<td>53%</td>
</tr>
<tr>
<td>2013</td>
<td>20%</td>
<td>27%</td>
<td>47%</td>
</tr>
</tbody>
</table>

Percent of Students Enrolled in College the *Fall Immediately After High School*: **Institutional Location**

<table>
<thead>
<tr>
<th>Graduation Year</th>
<th>Percent In-State</th>
<th>Percent Out-of-State</th>
<th>Percent Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008</td>
<td>41%</td>
<td>4%</td>
<td>45%</td>
</tr>
<tr>
<td>2009</td>
<td>44%</td>
<td>6%</td>
<td>49%</td>
</tr>
<tr>
<td>2010</td>
<td>41%</td>
<td>5%</td>
<td>46%</td>
</tr>
<tr>
<td>2011</td>
<td>43%</td>
<td>6%</td>
<td>49%</td>
</tr>
<tr>
<td>2012</td>
<td>48%</td>
<td>5%</td>
<td>53%</td>
</tr>
<tr>
<td>2013</td>
<td>42%</td>
<td>5%</td>
<td>47%</td>
</tr>
</tbody>
</table>

Source: November 2013 National Student Clearinghouse Student Tracker for High Schools Aggregate Report
## Percent of Students Enrolled in College at Any Time During the First Year After High School: Institutional Type

<table>
<thead>
<tr>
<th>Graduation Year</th>
<th>Percent in Public Institutions</th>
<th>Percent in Private Institutions</th>
<th>Percent Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008</td>
<td>48%</td>
<td>4%</td>
<td>52%</td>
</tr>
<tr>
<td>2009</td>
<td>51%</td>
<td>6%</td>
<td>57%</td>
</tr>
<tr>
<td>2010</td>
<td>46%</td>
<td>6%</td>
<td>52%</td>
</tr>
<tr>
<td>2011</td>
<td>48%</td>
<td>7%</td>
<td>55%</td>
</tr>
<tr>
<td>2012</td>
<td>51%</td>
<td>7%</td>
<td>59%</td>
</tr>
<tr>
<td>2013</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>

## Percent of Students Enrolled in College at Any Time During the First Year After High School: Institutional Level

<table>
<thead>
<tr>
<th>Graduation Year</th>
<th>Percent in 4-Year Institutions</th>
<th>Percent in 2-Year Institutions</th>
<th>Percent Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008</td>
<td>18%</td>
<td>34%</td>
<td>52%</td>
</tr>
<tr>
<td>2009</td>
<td>21%</td>
<td>36%</td>
<td>57%</td>
</tr>
<tr>
<td>2010</td>
<td>21%</td>
<td>34%</td>
<td>52%</td>
</tr>
<tr>
<td>2011</td>
<td>22%</td>
<td>33%</td>
<td>55%</td>
</tr>
<tr>
<td>2012</td>
<td>21%</td>
<td>38%</td>
<td>59%</td>
</tr>
<tr>
<td>2013</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>

## Percent of Students Enrolled in College at Any Time During the First Year After High School: Institutional Location

<table>
<thead>
<tr>
<th>Graduation Year</th>
<th>Percent In-State</th>
<th>Percent Out-of-State</th>
<th>Percent Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008</td>
<td>48%</td>
<td>4%</td>
<td>52%</td>
</tr>
<tr>
<td>2009</td>
<td>51%</td>
<td>7%</td>
<td>57%</td>
</tr>
<tr>
<td>2010</td>
<td>47%</td>
<td>5%</td>
<td>52%</td>
</tr>
<tr>
<td>2011</td>
<td>49%</td>
<td>6%</td>
<td>55%</td>
</tr>
<tr>
<td>2012</td>
<td>53%</td>
<td>6%</td>
<td>59%</td>
</tr>
<tr>
<td>2013</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>

Source: November 2013 National Student Clearinghouse Student Tracker for High Schools Aggregate Report


APPENDIX B

SUPERINTENDENT GOAL S
YEAR END REPORT

Highlights of Progress & Accomplishments
June 2014

Background

- Goals were established based on the 2010-2013 Dysart Strategic Plan goals
- Goals were established through a collaborative process with the Superintendent and Governing Board in September 2013.
- Reports are provided to the Board for each goal focused on objectives within the goal areas
Strategic Plan and Superintendent Goals based on process to drive continuous improvement

Critical Elements

- Follows a process and a plan – aligned & focused
- Strategic – not reactive
- Goal oriented – based on needs of the district - student centered
- Data driven - not opinion or snapshot based
- Builds on each step for continuous improvement - aligned
- Involves all the “owners/stakeholders”-not based on personal interests/opinions/agendas
- Provides ongoing information and data via board reports, & updates- ongoing accountability built into the system

GOAL A: All Dysart students will graduate ready for college, career, and life in a globally competitive economy by mastering New Century Learner skills.

Objectives

- Implement plans resulting in increasing numbers of students meeting or exceeding state standards

Measures

- Retain and recruit highly qualified teachers for all District teaching positions
  Reference Staffing Update, Governing Board Agenda (GBA) Aug 7, 2013 Item 17
- Additional academic supports: iASSESS risk profiles, data warehouse for CCR indicators & iPlan curriculum work
- Project Graduation
- Pre-school programs supporting 700+ students and Community Ed program coordination
- Designed 21st Century Collaborative
  Reference Project Graduation, GBA, March 5, 2014 Item 5 & 14
- Reference CIP Update, GBA Study Session Sept. 18, 2013 and Nov. 6, Jan 22, 2014, & June 4, 2014
- Reference Community Education Outreach Update-GBA, Nov. 20, 2013 Item 18
- Monitoring of budgets to ensure alignment to goals
  Reference District Resource Alignment and Resources for PD reports, GBA Sept 18 Item 21 and Nov. 6, 2013 Item 19
- Revised Strategic Plan
  Reference Strategic Plan Adoption, GBA December 4, 2013 Item 11
All Dysart students will graduate ready for college, career, and life in a globally competitive economy by mastering New Century Learner skills.

Objectives

- Implement New Century Learner skills as part of the approved curriculum adopted as per the revision cycle for 2013-14

- Design and implement assessments that measure student mastery of core standards and New Century Learner skills.

Measures

- Curriculum revision areas include: SS, English, Math, Science, signature program areas & 21st Century Skill Integration
  Reference: curriculum adoption and Course Guide adoption - GBA Nov. 20, 2013 Item 10 and Nov. 30 Item 17
  Reference: Math and Online Pilot report - GBA August 7, 2013 Item 18
- Work on AZ CCR standards implementation
- Design 21st Century Support Collaborative
  Reference: 21st Century Support Collaborative - GBA March 5, 2014 Item 15
- Revised assessments in areas of math, DBQs, science, reading and integration of 21st Century and CCR skills
  Reference: curriculum adoption - resources utilized as part of new adoption

GOAL A Continued:

All Dysart students will graduate ready for college, career, and life in a globally competitive economy by mastering New Century Learner skills.

Objectives

- Implement plans resulting in increasing numbers of students who succeed in exam systems that qualify them for full-time career and technical programs, jobs, military and/or college and university entrance.
- Implement plans resulting in all schools achieving a state accountability label within the top two categories of the new state system.

Measures

- Revised assessments in areas of math, DBQs, science, reading and integration of 21st Century and CCR skills
  Reference: curriculum adoption - resources utilized as part of adoption
- Information on exam systems indicate Dysart’s aggregate scores are not consistently at or above the state and national level in all areas, but increasing numbers of participants with increased number of exams system types.
- Latest available information for each of the Exam Systems added to district’s data warehouse.
  Reference: Exam Systems summary - Appendix A
- Information linked from objective 1 to objective 5
  Reference: Attis data - not available
GOAL B: Optimize and allocate resources that are proven to result in increased student achievement.

Objectives

- Design and implement a plan that provides intervention, extension, and enrichment so each student makes at least 1 year's growth.

Measures

CIPs that include:

- K-3 Reading Interventionists at every campus working with tiered model
- CCR program and Project Graduation
- Professional development opportunities to support individualized sped advanced training
- Systemic mandatory interventions
- Response to intervention, systematic approach to the process for increasing success for all students both academically and behaviorally
- Dysart tutoring cadre: building teams of tutors to support students in mastering specific skills
- Developing Move On When Ready options with Rio Salado

Reference CIP Update, GBA Study Sessions: Sept. 18, 2013 and Nov. 6, Jan 22, 2014, June 4, 2014

GOAL H: The Dysart U.S.D. will allocate available district level resources to support the strategic plan goals to ensure they will have the greatest impact on student academic achievement and instruction.

Objectives

- 7. (H.27) Design District level budget process to improve the alignment of financial resources to Strategic Plan goals.

- 8. (H.28) Implement resources to support the professional development plan necessary for the successful execution of instruction.

Measures

- Analysis with graphic representation showing expenditure areas aligned to strategic plan areas

  Reference District Resource Alignment, GBA Nov. 6, 2013 Item 19
  Reference Budget Overview, GBA Feb 13, 2013 Item 18
  Reference District Compliance Audit, GBA April 2, 2014 Item 11

- Evaluated needs and implemented PD and expanded learning and leadership capacity

  Reference District Certified and Support Staff PD guides, GBA Sept. 4 Items 8 & 9 and Dec. 18 2013 Item 10
  Reference District Resources for PD report, GBA Sept. 18 Item 21
  Reference District Reorg Plan, GBA Jan 22, 2014 Item 20
  Reference 21st Century Collaborative (YourCall), GBA March 5, 2014 Item 15
GOAL I:
The Dysart U.S.D. will assess funding priorities by aligning school expenditures with the Strategic Plan.

Objectives
9. (31)
• Assess the correlation of the guidelines to improving student achievement.

Measures
• Resource Plans required part of CIP to identify how supporting staff are utilized to drive student achievement. Reference CIP Updates, GBA Study Sessions, Sept. 18, 2013 and Nov. 6, Jan 7, 2014, & June 4, 2014
• Technology Purchase Approval Process (TIPs) with new process in place and 80% of school sites participating
• Technology Plan updated and aligned with new strategic plan. Reference IT Update GBA Feb. 5, 2014 item 11.

Questions?
AGENDA ITEM: Information on the 2014-2015 Proposed Budget

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

Cost: N/A  Funding Source: N/A

EXECUTIVE SUMMARY:

Per Arizona Revised Statute §15-905 (A), the District is required to propose and publish the expenditure budget by July 5th of each year. The 2014-2015 proposed draft budget summary will be presented. In order to comply with the July 15th statutory budget deadline, the final budget will be presented for hearing and adoption at the Special Board Meeting scheduled for July 14, 2014. The budget limits are calculated in accordance with recent legislation and includes added funding to compensate for final legislative action.

The summary totals for Maintenance and Operation Budget Expenditures and Unrestricted Capital Outlay will not change from this draft budget. However, how these dollars are allocated to various departments and programs will change between now and the final adoption on July 14, 2014.

The Board will have an opportunity to ask questions and discuss the information presented.

BOARD ACTION REQUESTED:

It is recommended the Governing Board accept the information presented.

SUBMITTED BY: Joel Estes  SUPERINTENDENT:  (Signature)

ACTION BY BOARD: Motion:  Second:  Vote:  AGENDA ITEM: 27
## REVENUES AND PROPERTY TAXATION (This section is not applicable to budget revisions)

1. **Total Budgeted Revenues for Fiscal Year 2014** $181,078,291

2. **Estimated Revenues by Source for Fiscal Year 2015 (excluding property taxes)**

   - **Local**
     - 1000 $22,625,420
     - 2000 $7,697,959
   - **State**
     - 3000 $86,500,189
   - **Federal**
     - 4000 $14,672,460
   - **TOTAL** $131,496,028


<table>
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<th>Prior FY 2014</th>
<th>Est. Budget FY 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prop. Primary Tax Rate:</td>
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</tr>
<tr>
<td>Adopted Secondary Tax Rates:</td>
<td></td>
</tr>
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<td>M&amp;O Override</td>
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<td>Special K-3 Program Override</td>
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</tr>
<tr>
<td>Special Program Override</td>
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</tr>
<tr>
<td>Capital Override</td>
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</tr>
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</tr>
<tr>
<td><strong>Total Secondary Tax Rate</strong></td>
<td>2.9538</td>
</tr>
</tbody>
</table>

### A. TOTAL AGGREGATE SCHOOL DISTRICT BUDGET LIMIT (A.R.S. §15-905.H)

1. **General Budget Limit** (from Budget, page 7, line 10) $147,133,335
2. **Unrestricted Capital Budget Limit** (from Budget, page 8, line A.12) $12,705,133
3. **Subtotal** (line A.1 + A.2) $159,838,468
4. **Federal Projects** (from Budget, page 6, line 18) $11,410,917
5. **Title VIII-Impact Aid** (from Budget, page 6, Federal Projects, line 16) $0
6. **Total Aggregate School District Budget Limit** (line A.3 + A.4 - A.5) $171,249,385

### B. BUDGETED EXPENDITURES

1. **Maintenance and Operation** (from Budget, page 1, line 30) $147,133,335
2. **Unrestricted Capital Outlay** (from Budget, page 4, line 10) $12,705,133
3. **Total Budget Subject to Budget Limits** (line B.1 + B.2) $159,838,468

---

**Telephone:** 623-876-7018  
**E-mail:** jack.eaton@dysart.org
1. Student Count

<table>
<thead>
<tr>
<th>FY 2014 Prior Yr. ADM</th>
<th>FY 2015 Budget Yr. ADM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident</td>
<td>24,526.694</td>
</tr>
<tr>
<td>Attending</td>
<td>24,868.473</td>
</tr>
</tbody>
</table>

2. Tax Rates:

<table>
<thead>
<tr>
<th></th>
<th>Primary Rate</th>
<th>Secondary Rate*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident Prior</td>
<td>4.6232</td>
<td>2.9538</td>
</tr>
<tr>
<td>Current Year</td>
<td>4.1612</td>
<td>2.7913</td>
</tr>
</tbody>
</table>

3. The Maintenance and Operation, Classroom Site, and Unrestricted Capital Outlay

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>FY 2014 Prior ADM</th>
<th>FY 2015 Current Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance &amp; Operation</td>
<td>147,133,335</td>
<td>147,133,335</td>
</tr>
<tr>
<td>Classroom Site</td>
<td>11,582,646</td>
<td>11,582,646</td>
</tr>
<tr>
<td>Unrestricted Capital Outlay</td>
<td>12,705,133</td>
<td>12,705,133</td>
</tr>
</tbody>
</table>

MAINTENANCE AND OPERATION EXPENDITURES

<table>
<thead>
<tr>
<th>Salaries and Benefits</th>
<th>Other</th>
<th>TOTAL</th>
<th>% Inc./(Decr.) from Prior FY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior FY</td>
<td>Budget FY</td>
<td>Prior FY</td>
<td>Budget FY</td>
</tr>
<tr>
<td>100 Regular Education</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1000 Instruction</td>
<td>61,001,948</td>
<td>61,813,019</td>
<td>2,480,908</td>
</tr>
<tr>
<td>200 Support Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2100 Students</td>
<td>5,213,466</td>
<td>5,010,198</td>
<td>419,796</td>
</tr>
<tr>
<td>2200 Instructional Staff</td>
<td>2,868,977</td>
<td>1,679,735</td>
<td>404,330</td>
</tr>
<tr>
<td>2300, 2400, 2500 Administration</td>
<td>12,689,388</td>
<td>12,783,329</td>
<td>2,098,875</td>
</tr>
<tr>
<td>2600 Oper./Maint. of Plant</td>
<td>4,875,217</td>
<td>4,635,144</td>
<td>14,389,501</td>
</tr>
<tr>
<td>2900 Other</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3000 Oper. of Noninstructional Services</td>
<td>442,205</td>
<td>402,265</td>
<td>5,000</td>
</tr>
<tr>
<td>610 School-Sponsored Cocurric. Activities</td>
<td>104,670</td>
<td>100,000</td>
<td>2,081</td>
</tr>
<tr>
<td>620 School-Sponsored Athletics</td>
<td>1,560,549</td>
<td>465,747</td>
<td>329,700</td>
</tr>
<tr>
<td>630, 700, 800, 900 Other Programs</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Regular Education Subsection Subtotal</td>
<td>88,756,420</td>
<td>86,889,437</td>
<td>20,129,150</td>
</tr>
<tr>
<td>200 Special Education</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1000 Instruction</td>
<td>12,182,249</td>
<td>14,165,435</td>
<td>2,571,236</td>
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<tr>
<td>2000 Support Services</td>
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<td></td>
<td></td>
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<tr>
<td>2100 Students</td>
<td>5,357,253</td>
<td>5,796,953</td>
<td>5,559,033</td>
</tr>
<tr>
<td>2200 Instructional Staff</td>
<td>406,144</td>
<td>406,636</td>
<td>16,772</td>
</tr>
<tr>
<td>2300, 2400, 2500 Administration</td>
<td>664</td>
<td>2,081</td>
<td>2,081</td>
</tr>
<tr>
<td>2600 Oper./Maint. of Plant</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2900 Other</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3000 Oper. of Noninstructional Services</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Special Education Subsection Subtotal</td>
<td>17,946,310</td>
<td>20,369,024</td>
<td>2,586,964</td>
</tr>
<tr>
<td>400 Pupil Transportation</td>
<td>6,498,555</td>
<td>6,580,202</td>
<td>2,506,985</td>
</tr>
<tr>
<td>510 Desegregation</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>520 Special K-3 Program Override</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>530 Dropout Prevention Programs</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>540 Joint Career and Technical Education and Vocational Education Center</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>550 K-3 Reading Program</td>
<td>728,729</td>
<td>701,444</td>
<td>277,063</td>
</tr>
<tr>
<td>TOTAL EXPENDITURES</td>
<td>113,930,014</td>
<td>114,540,107</td>
<td>31,062,320</td>
</tr>
</tbody>
</table>
### TOTAL EXPENDITURES BY FUND

<table>
<thead>
<tr>
<th>Fund</th>
<th>Budgeted Expenditures</th>
<th>$ Increase/ (Decrease) from Prior FY</th>
<th>% Increase/ (Decrease) from Prior FY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance &amp; Operation</td>
<td>144,992,334</td>
<td>147,133,335</td>
<td>2,141,001</td>
</tr>
<tr>
<td>Instructional Improvement</td>
<td>700,000</td>
<td>700,000</td>
<td>0</td>
</tr>
<tr>
<td>Structured English Immersion</td>
<td>747</td>
<td>486</td>
<td>(261)</td>
</tr>
<tr>
<td>Compensatory Instruction</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Student Success</td>
<td></td>
<td>505,000</td>
<td>505,000</td>
</tr>
<tr>
<td>Classroom Site</td>
<td>9,905,074</td>
<td>11,582,646</td>
<td>1,677,572</td>
</tr>
<tr>
<td>Federal Projects</td>
<td>13,042,713</td>
<td>11,410,917</td>
<td>(1,631,796)</td>
</tr>
<tr>
<td>State Projects</td>
<td>228,943</td>
<td>212,056</td>
<td>(16,887)</td>
</tr>
<tr>
<td>Unrestricted Capital Outlay</td>
<td>6,763,853</td>
<td>12,705,133</td>
<td>5,941,280</td>
</tr>
<tr>
<td>New School Facilities</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Adjacent Ways</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Debt Service</td>
<td>12,130,901</td>
<td>13,789,395</td>
<td>1,658,494</td>
</tr>
<tr>
<td>School Plant Funds</td>
<td>150,000</td>
<td>164,000</td>
<td>14,000</td>
</tr>
<tr>
<td>Auxiliary Operations</td>
<td>500,000</td>
<td>500,000</td>
<td>0</td>
</tr>
<tr>
<td>Bond Building</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Food Service</td>
<td>10,178,138</td>
<td>10,100,000</td>
<td>(78,138)</td>
</tr>
<tr>
<td>Other</td>
<td>25,373,476</td>
<td>24,722,000</td>
<td>(651,476)</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Program (A.R.S. §§15-761 and 15-903)</th>
<th>Prior FY</th>
<th>Budget FY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Autism</td>
<td>782,355</td>
<td>867,581</td>
</tr>
<tr>
<td>Emotional Disability</td>
<td>3,439,036</td>
<td>3,813,668</td>
</tr>
<tr>
<td>Hearing Impairment</td>
<td>550,715</td>
<td>610,707</td>
</tr>
<tr>
<td>Other Health Impairments</td>
<td>106,046</td>
<td>117,598</td>
</tr>
<tr>
<td>Specific Learning Disability</td>
<td>34,940</td>
<td>38,745</td>
</tr>
<tr>
<td>Mild, Moderate or Severe Intellectual Disability</td>
<td>4,563,018</td>
<td>5,060,092</td>
</tr>
<tr>
<td>Multiple Disabilities</td>
<td>1,072,515</td>
<td>1,189,350</td>
</tr>
<tr>
<td>Multiple Disabilities with S.S.I</td>
<td>97,576</td>
<td>108,205</td>
</tr>
<tr>
<td>Orthopedic Impairment</td>
<td>170,609</td>
<td>189,195</td>
</tr>
<tr>
<td>Developmental Delay</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Preschool Severe Delay</td>
<td>3,319,817</td>
<td>3,681,463</td>
</tr>
<tr>
<td>Speech/Language Impairment</td>
<td>9,634,944</td>
<td>10,684,529</td>
</tr>
<tr>
<td>Traumatic Brain Injury</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Visual Impairment</td>
<td>318,911</td>
<td>353,650</td>
</tr>
<tr>
<td>Subtotal</td>
<td>24,090,482</td>
<td>26,714,783</td>
</tr>
<tr>
<td>Gifted Education</td>
<td>478,662</td>
<td>5,512</td>
</tr>
<tr>
<td>Remedial Education</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>ELL Incremental Costs</td>
<td>177,849</td>
<td>177,649</td>
</tr>
<tr>
<td>ELL Compensatory Instruction</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Vocational and Technological Education</td>
<td>1,348,439</td>
<td>1,414,201</td>
</tr>
<tr>
<td>Career Education</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>26,095,432</td>
<td>28,312,145</td>
</tr>
</tbody>
</table>

### PROPOSED STAFFING SUMMARY

<table>
<thead>
<tr>
<th>Staff Type</th>
<th>FTE</th>
<th>Staff-Pupil Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certified --</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Superintendent, Principals,</td>
<td>60</td>
<td>1 to 414.7</td>
</tr>
<tr>
<td>Other Administrators</td>
<td>1,338</td>
<td>1 to 18.6</td>
</tr>
<tr>
<td>Teachers</td>
<td>148</td>
<td>1 to 168.1</td>
</tr>
<tr>
<td>Other</td>
<td>606</td>
<td>1 to 41.1</td>
</tr>
<tr>
<td>Subtotal</td>
<td>1,546</td>
<td>1 to 16.1</td>
</tr>
<tr>
<td>Classified --</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Managers, Supervisors, Directors</td>
<td>83</td>
<td>1 to 299.8</td>
</tr>
<tr>
<td>Teachers Aides</td>
<td>200</td>
<td>1 to 124.4</td>
</tr>
<tr>
<td>Other</td>
<td>606</td>
<td>1 to 41.1</td>
</tr>
<tr>
<td>Subtotal</td>
<td>889</td>
<td>1 to 28.0</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>2,435</td>
<td>1 to 10.2</td>
</tr>
<tr>
<td>Special Education --</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Teacher</td>
<td>193</td>
<td>1 to 17.0</td>
</tr>
<tr>
<td>Staff</td>
<td>332</td>
<td>1 to 10.0</td>
</tr>
</tbody>
</table>
AGENDA ITEM: Recommendation to Approve the Proposed Budget Advertisement for the 2014-2015 Fiscal Year

EXECUTIVE SUMMARY:

Per Arizona Revised Statute §15-905 (A), the District is required to propose and publish the expenditure budget by July 5th of each year. The 2014-2015 proposed budget summary will be presented. The meeting notice is attached. The proposed budget summary will be published in the Daily News-Sun and Surprise Today a minimum of 10 days prior to the scheduled Governing Board meeting on July 14, 2014, and posted on the Arizona Department of Education website, along with the Notice of a Public Hearing (attached). The budget limits are calculated in accordance with recent legislation and includes added funding to compensate for final legislative action.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the proposed budget advertisement for fiscal year 2014-2015.

SUBMITTED BY: Jack Estm SUPERINTENDENT: Hail Pilnick
ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM: 28
This is a notification that the above mentioned School District/Charter School will be having a public hearing and board meeting to adopt its Fiscal Year 2015 Expenditure Budget.

Meeting Date: 7/14/2014  Time: 6:00 PM

Location:
Street Address: 15802 N. Parkview Place
Bldg: Dysart Education Center  Rm/Ste: Governing Board Room
City: Surprise  State: AZ  Zip: 85374

A copy of the agenda of the matters to be discussed or decided at the meeting may be obtained by contacting:

Contact Name: Jack Eaton  Phone: 623-876-7018
Email Address: jack.eaton@dysart.org  Phone Ext: 

The information above is posted on ADE's Web site pursuant to A.R.S. §15-905(C) and is not intended to satisfy Open Meeting Law requirements under A.R.S. §38-431.02 et seq.
AGENDA ITEM: Resolution Ordering and Calling a Special Maintenance and Operation Budget Override Election to be Held in and for Dysart Unified School District No. 89 on November 4, 2014, Declare the Deadline for Submitting Arguments “For” and “Against” the Election as August 8, 2014 at 5:00 P.M. and Authorize Expenditures Necessary to Order, Notice, and Administer the Election

EXECUTIVE SUMMARY:

At this time, the Governing Board will consider, discuss, amend if desired, and, if deemed advisable, adopt a resolution ordering and calling a special budget override election to be held in and for the district on November 4, 2014 and declare the deadline for submitting arguments “for” and “against” the election as August 8, 2014 at 5:00 P.M.

Adoption of the Resolution authorizes the ordering and calling the election, approval of the Governing Board argument in support of the proposed increase in the budget, preparation of an informational pamphlet and sample ballot, conduct of the election, notice of election, establishes August 8, 2014 as the deadline to submit arguments “for” or “against” the override election to the county school superintendent, the printing of ballots, and the canvassing of the election.

Pursuant to A.R.S. §38-431.02, the District shall post a statement on its website stating where all public notices of its meetings will be posted, including the physical and electronic locations and give additional public notice as is reasonable and practicable as to all meetings.

In addition to ensuring the agenda was on file in the District Office and posted at least twenty-four (24) hours prior to the meeting in the usual places of posting District notices, the District shall also post all public meeting notices on its website and give additional public notice as is reasonable and practicable as to all meetings.

The District shall post the deadline for submitting “for” and “against” arguments concerning the special budget override election in a prominent location on the District’s website immediately after a Spanish translation is available.

BOARD ACTION REQUESTED:

It is recommended the Governing Board 1) adopt a resolution ordering and calling a special maintenance and operation budget override election to be held in and for Dysart Unified School District No. 89 on November 4, 2014; 2) declare the deadline for submitting arguments “for” and “against” the election to the Maricopa County School Superintendent as August 8, 2014 at 5:00 P.M.; and 3) authorize expenditures necessary to order, notice, and administer the election.
RESOLUTION


WHEREAS, Arizona Revised Statutes ("A.R.S.") § 15-481, as amended, provides that if the proposed budget of Dysart Unified School District No. 89 of Maricopa County, Arizona (the "District"), will exceed the aggregate budget limit for the budget year, the Governing Board of the District (the "Board") shall order an override election to be held not less than 90 days from the date of the order for the purpose of presenting the proposed budget to the qualified electors of the District who shall by a majority of those voting either affirm or reject the proposed budget increase; and

WHEREAS, pursuant to prior voter approval of a 15% increase in the District’s revenue control limit, the District has operated pursuant to such budget override authority and now desires to seek a continuation of such override authority in order to maintain the District’s programs and operations at their current level; and

WHEREAS, the existing 15% budget authorization will be reduced by one-third as required by State law in fiscal year 2015-2016 and another one-third in fiscal year 2016-2017 unless such authorization is renewed by the voters in the District; and

WHEREAS, the Board deems it necessary and in the best interests of the District to order and call a special election to submit to the voters the question of authorizing the District, for a period of seven years, to exceed its applicable revenue control limit by 15%; such special election to be held in and for the District on November 4, 2014, pursuant to the provisions of A.R.S. § 15-481;

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

Section 1. Ordering and Calling Election. A special override election (the "Election") is hereby ordered and called to be held in and for this District on November 4, 2014, in conjunction with the Statewide general election to be held on such date to submit to the qualified electors of the District the question shown on the form of official ballot, which is marked Exhibit A and which is attached hereto and incorporated by reference herein. The District Superintendent or Executive Director of Business Services is authorized and directed to complete the budget estimate and insert the appropriate dollar amount and tax rate in the ballot and take such actions as are necessary to assist the Maricopa County School Superintendent (the "County School Superintendent") and Maricopa County Elections Department (the "County Elections Department") in performing their duties with respect to the Election.
Section 2. Request to County School Superintendent. The County School Superintendent is requested to prepare an informational pamphlet and sample ballot (the "Informational Pamphlet") for the District pursuant to A.R.S. § 15-481. The Informational Pamphlet shall be mailed to the households within the District in which qualified electors reside, before the date of the Election within the time period set forth in A.R.S. § 15-481.

Section 3. Conduct of Election; Contracts. The Board is hereby authorized to request the County School Superintendent and County Elections Department to have ballots printed in substantially the form of Exhibit A and to deliver them to the election officials to be given to the qualified electors of the District appearing to vote in the Election as provided by law. The Board authorizes all expenditures as may be necessary to order, notice, hold and administer the Election. The District Superintendent or Executive Director of Business Services is authorized and directed to enter into a contract with the Maricopa County Recorder (the "County Recorder") to obtain precinct registers for the Election and to enter into an agreement with the County Elections Department to conduct the Election for the District. The District Superintendent shall cooperate with the County School Superintendent to ensure proper administration of the Election.

The President, any member of this Board, the District Superintendent or Executive Director of Business Services and the District staff are hereby authorized to prepare and deliver or cause to be prepared and delivered to the County School Superintendent, on behalf of the Board, the information necessary or appropriate to complete the Informational Pamphlet.

Section 4. Notice of Election. The District or the County School Superintendent will cause notices of the Election (the "Notice") to be posted not less than 25 days before the Election as required by law.

(A) Form of Notice for Mailed Ballot Election. For an all-mailed ballot election, the Notice will be in substantially the form attached hereto, which is marked Exhibit B and incorporated by reference herein. For an all-mailed ballot election, the Notice shall be published twice in a newspaper of general circulation within the District once a week during each of the two weeks preceding the 30 days before the Election.

(B) Form of Notice for Polling Place Election. For a polling place election, the Notice will be in substantially the form attached hereto, which is marked Exhibit C and incorporated by reference herein. The Notice is ordered to be given as provided by law.

Section 5. Public Declaration: Submission of Arguments. The Board publicly declares that, Pursuant to A.R.S. § 15-481, the County School Superintendent has established August 8, 2014 as the deadline for submitting arguments "for" or "against" the proposed increase in the budget. The arguments must be received by the County School Superintendent on or before 5:00 p.m. on August 8, 2014. As required by statute, the District shall immediately post the August 8, 2014 deadline for submitting arguments in a prominent location on the District’s website. A form of the call of election and notice requesting arguments "for" or "against", including the deadline for submitting arguments, is attached hereto as Exhibit D. The District Superintendent or Executive Director of Business Services is authorized to revise the form of notice hereto as necessary to comply with all applicable laws or any change of date by the County School Superintendent. The District Superintendent or Executive Director of Business Services is authorized to cause the publication of a notice requesting the filing with the County School Superintendent of arguments "for" or "against" the Election.
(A) **Publication for Mailed Ballot Election.** If the Election is conducted as an all-mailed ballot election, the call of election and notice requesting arguments shall be published once a week for two successive weeks during any two of the six weeks preceding 90 days prior to the Election.

(B) **Publication for Polling Place Election.** If the Election is conducted as a polling place election, the call of election and notice shall be published at least once prior to the deadline for submitting arguments.

**Section 6. Approval of Board Argument.** The form of the Board's "for" argument in support of the proposed increase in the budget attached hereto as Exhibit E is hereby approved.

**Section 7. Early Voting.** Early voting will be permitted at the Election in accordance with the provisions of Title 16, Chapter 4, Article 8, A.R.S., as amended.

**Section 8. Mailed Ballot Election.** The Election may be conducted as a mailed ballot election as provided in A.R.S. § 16-409. The District Superintendent or Executive Director of Business Services is authorized and directed to take all acts, including entering into intergovernmental agreements with either the County Recorder, the County Elections Department or the County School Superintendent, to carry out the Election. The District shall pay the cost of the return postage to return the voted mailed ballots to the officer in charge of the Election.

**Section 9. Ballot Replacement Location.** The District Superintendent or Executive Director of Business Services shall coordinate with the County School Superintendent and County Elections Department to designate a location for purposes of replacing ballots that have been lost, spoiled, destroyed or not received by the elector.

**Section 10. Precincts and Polling Places.** The Election may be conducted as a polling place election. For purposes of a polling place election which may be held in conjunction with any county, city or special district election of any overlapping jurisdiction, the Board determines that the County election precincts will serve as the District election precincts, including any consolidation of such precincts as determined by the County Elections Department and the District's Superintendent or designee. The location of each polling place will be determined by the County Elections Department, which will conduct the Election on behalf of the District. The polls will open at 6:00 a.m. and will close at 7:00 p.m. on November 4, 2014.

**Section 11. Expenditure.** The Board authorizes all expenditures as may be necessary to order, notice, hold and administer the Election, which expenditures shall be paid from current operating funds.

**Section 12. Voting Rights Act.** In order to comply with the Voting Rights Act of 1965, as amended, the following proceedings pertaining to the Election will be translated into Spanish and posted and published in each instance where posting and publication of such proceedings are required, to-wit: ballot, notice, request for "for" and "against" arguments, Informational Pamphlet, all voting materials and all voting instructions. The officers of the District and the County are further authorized and directed to take all action necessary to comply with the Voting Rights Act of 1965, as amended.
Section 13. **Canvass.** The County School Superintendent and the Chairman of the Board of Supervisors of the County are requested to and authorized to canvass the returns of the Election within 30 days of the Election, as required by law.

Section 14. **Other Actions.** The District Superintendent or designee is authorized to take all necessary action to facilitate the Election.

Section 15. **Cancellation.** The Election called hereunder may be cancelled by acts of the Board in accordance with the provisions of A.R.S. § 15-481.V.

PASSED AND ADOPTED on June 4, 2014.

Governing Board President

EXHIBITS
A – Ballot
B – Notice of Election (Mailed Ballot Election)
C – Notice of Election (Polling Place Election)
D – Call of Election and Request for Arguments
[E – Board’s "For" Argument]
EXHIBIT A

SAMPLE BALLOT – 15% OVERRIDE

SPECIAL ELECTION
Dysart Unified School District No. 89
Maricopa County, Arizona - November 4, 2014

QUESTION

Shall the Governing Board of Dysart Unified School District No. 89 of Maricopa County, Arizona, adopt a General Maintenance and Operation Budget which includes an amount that exceeds the revenue control limit specified by statute by fifteen percent for fiscal year 2015-2016 and for six subsequent years as described below? The 2015-2016 budget override authority represents a continuation of the existing budget override authority which is scheduled to phase down by one-third in fiscal year 2015-2016 if the voters do not approve the override.

The amount of the proposed continuation of the budget increase of the proposed budget over the alternate budget for fiscal year 2015-2016 is estimated to be $____. In fiscal years 2015-2016 through 2019-2020, the amount of the proposed increase will be fifteen percent of the District's revenue control limit in each of such years, as provided in Section 15-481(P) of the Arizona Revised Statutes. In fiscal years 2020-2021 and 2021-2022, the amount of the proposed increase will be ten percent and five percent, respectively, of the District's revenue control limit in each of such years, as provided in Section 15-481(P) of the Arizona Revised Statutes.

Any budget increase continuation authorized by this election shall be entirely funded by a levy of taxes on the taxable property in this school district for the year for which adopted and for six subsequent years, shall not be realized from monies furnished by the state and shall not be subject to the limitation on taxes specified in Article IX, Section 18, Constitution of Arizona. Based on the current net assessed valuation used for secondary property tax purposes, to fund the proposed continuation of the increase in the school district's budget would require an estimated continuation of a tax rate of $____ per one hundred dollars of assessed valuation used for secondary property tax purposes and is in addition to the school district's tax rate that will be levied to fund the school district's revenue control limit allowed by law.

BUDGET OVERRIDE CONTINUATION, YES ☐
BUDGET OVERRIDE CONTINUATION, NO ☐

[At the discretion of the County elections department, the question set forth above may be presented on the actual ballot in summary form, reading substantially as follows:]

A "yes" vote shall authorize the Dysart Unified School District Governing Board to continue the existing maintenance and operation budget override authority and resulting tax.

A "no" vote shall not authorize the Dysart Unified School District Governing Board to extend the existing maintenance and operation budget override authority and resulting tax.
MAILED BALLOT ELECTION

NOTICE OF SPECIAL ELECTION

TO THE QUALIFIED ELECTORS OF DYSART UNIFIED SCHOOL DISTRICT NO. 89 OF MARICOPA COUNTY, ARIZONA:

A special election will be held in Dysart Unified School District No. 89 of Maricopa County, Arizona (the "District"), on November 4, 2014 ("Election Day"). The purpose of the election is to permit the qualified electors of the District to vote on authorizing the District to adopt a General Maintenance and Operation Budget that includes an amount of up to 15% in excess of the revenue control limit for the 2015-2016 fiscal year and for six subsequent years (subject to certain reductions provided by statute in years six and seven). The District's current budget override is by law required to be reduced by one-third in each of the next two fiscal years. Because the existing override reduces by one-third in fiscal year 2015-2016, the proposed override budget will exceed the 2015-2016 alternate budget by [one-third] of the override amount (approximately $______ ) and the District's secondary tax rate required to fund this amount is estimated to be $____ per one hundred dollars of net assessed valuation for secondary property tax purposes. The full budget override amount is estimated to be $____ and would be funded by an estimated $____ tax rate per one hundred dollars of secondary assessed valuation, which is approximately ________ than the current tax rate levied for the existing override. In future years the amount of the increase will be as provided by law.

The election will be a mailed ballot only election. No polling places will be provided. Ballots will be mailed to qualified electors residing within the District no earlier than 26 days prior to the election and no later than 15 days before the election. Ballots must be received or dropped off at one of the designated locations no later than 7:00 p.m. on Election Day.

The following are the locations of ballot drop boxes if you want to hand deliver your ballot instead of mailing it:


The following locations are the designated locations for replacing ballots that have been lost, spoiled, destroyed or not received by the elector and will be open until 7:00 p.m. on Election Day for the qualified elector to receive a replacement ballot in person:


Any qualified elector is eligible for early voting. Early voting materials may be obtained by contacting the Maricopa County Elections Department, 111 South Third Avenue, Phoenix, Arizona 85003; telephone: (602) 506-1511. For more information about the foregoing, please review A.R.S. § 15-481, or contact the Dysart Unified School District, 15802 N. Parkview Place, Surprise, Arizona 85374, telephone: (623) 876-7000.
EXHIBIT C

POLLING PLACE ELECTION

NOTICE OF SPECIAL ELECTION

TO THE QUALIFIED ELECTORS OF DYSART UNIFIED SCHOOL DISTRICT NO. 89 OF
MARIPOPA COUNTY, ARIZONA:

A special election will be held in Dysart Unified School District No. 89 of Maricopa County, Arizona (the "District"), on November 4, 2014, at the following polling places:

INSERT FROM COUNTY ELECTIONS DEPARTMENT

The polls will open at 6:00 a.m. and close at 7:00 p.m.

The purpose of the election is to permit the qualified electors of the District to vote on authorizing the District to adopt a General Maintenance and Operation Budget that includes an amount of up to 15% in excess of the revenue control limit for the 2015-2016 fiscal year and for six subsequent years (subject to certain reductions provided by statute in years six and seven). The District's current budget override is by law required to be reduced by one-third in each of the next two fiscal years. Because the existing override reduces by one-third in fiscal year 2015-2016, the proposed override budget will exceed the 2015-2016 alternate budget by one-third of the override amount (approximately $______ ) and the District's secondary tax rate required to fund this amount is estimated to be $____ per one hundred dollars of net assessed valuation for secondary property tax purposes. The full budget override amount is estimated to be $______ and would be funded by an estimated $___ tax rate per one hundred dollars of secondary assessed valuation, which is approximately _________ than the current tax rate levied for the existing override. In future years the amount of the increase will be as provided by law.

Any qualified elector is eligible for early voting. Early voting materials may be obtained by contacting the Maricopa County Elections Department, 111 South Third Avenue, Phoenix, Arizona 85003; telephone: (602) 506-1511. For more information about the foregoing, please review A.R.S. § 15-481, or contact the Dysart Unified School District, 15802 N. Parkview Place, Surprise, Arizona 85374, telephone: (623) 876-7000.
EXHIBIT D

CALL OF ELECTION AND REQUEST FOR ARGUMENTS "FOR" OR "AGAINST" THE SPECIAL BUDGET OVERRIDE ELECTION
DYSART UNIFIED SCHOOL DISTRICT NO. 89

Dysart Unified School District No. 89 of Maricopa County, Arizona (the "District"), will hold a special 15% maintenance and operation budget override election on Tuesday, November 4, 2014. The total 15% budget override amount for the first year of the proposed continuation is estimated to be $________ and would be funded in that year by an estimated $________ tax rate per $100 of assessed valuation used for secondary property taxes which is approximately _____ to the current tax rate for the existing budget override. The Maricopa County School Superintendent will be preparing an informational pamphlet that will be mailed to households containing one or more registered electors within the District. Any persons wishing to submit an argument "for" or "against" the proposed 15% budget override (not to exceed 200 words) may do so by mail or hand delivery of the statement to the Maricopa County School Superintendent's office, 4041 N. Central Ave., Suite 1100, Phoenix, AZ 85012; telephone: (602) 506-3866.

To be included in the informational pamphlet, such argument must be received in the office of the Maricopa County School Superintendent on or before 5:00 p.m., August 8, 2014. Such argument must be signed and include the name of the District, author's name, the name of any entity submitting an argument, address and telephone number. The entity and author's name will be printed in the informational pamphlet. The last day to register to vote in order to be eligible to vote in this election is Monday, October 6, 2014. For more information concerning the election, please contact the Dysart Unified School District No. 89, 15802 N. Parkview Place, Surprise, Arizona 85374, telephone: (623) 876-7000.
EXHIBIT E

For the last 14 years, the Dysart Unified School District voters have approved and renewed local override measures to support critical educational programs within our community. Since 2000, the Dysart Unified School District’s local community approved override measures that have allowed the school district to establish programs that support student success. Through that local support, students in the Dysart Unified School District have been able to continue receiving education in art, music including band, physical education, athletics, and high school electives in these areas. The override, also allows Dysart to offer full day kindergarten and maintain consistent class sizes. Continued local support is essential to the school district’s ability to provide these vital programs, to meet the community’s standards for quality education and thus maintain property values for all taxpayers by maintaining an award winning educational program.

Throughout the difficult years of state budget reductions, the Dysart Unified School District has earned a reputation at the state and national levels for spending funds conservatively and in a manner which advances the district’s educational goals for all students. Our Dysart community has recognized and supported the district’s excellent programs and appreciated the district’s fiscal stewardship. That need for local support and trust continues to be needed in the form of a continuation of the override.

If the override is not renewed, the district will be required to eliminate programs for students, raise class sizes and eliminate full day kindergarten; all of which would result in the loss of hundreds of jobs within our district and community. Having to eliminate these programs would negatively impact student achievement and have a negative effect on the quality of the school district. That could result in property values being compromised. Voting yes for the continuation of the current M&O override would sustain the quality of education and the quality of our community.

Please demonstrate your continued commitment to our students’ education and to our community by voting YES on the Dysart Unified School District Maintenance and Operations Override. A yes vote for the override is a yes vote to maintaining and growing a quality community.

Governing Board of Dysart Unified School District #89
Traci Sawyer Sinkbeil, President
Bonnie Schroader, Member
Blossom Tande, Member
Jennifer Tanner, Member
GOVERNING BOARD ITEM

AGENDA ITEM: Recommendation to Approve the Appointment of Dean of Students

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

Cost: N/A Funding Source: M&O

EXECUTIVE SUMMARY:

Administration is proud to present a recommendation for Dean of Students. Dulce Padilla is being recommended for the assignment at Sunset Hills School for the 2014-2015 school year.

Ms. Padilla received her Master’s degree in Educational Administration and Supervision from the University of Phoenix. She has seven (7) years of experience as an instructional growth teacher and two (2) years of experience as a classroom teacher in the Dysart Unified School District. Ms. Padilla also has thirteen (13) years of experience as a classroom teacher and instructional assistant in other school districts. Ms. Padilla will receive salary and benefits commensurate with the position, her education and experience. Her résumé is attached for Board review and consideration.

A comprehensive selection process was used to identify Ms. Padilla for this position. The position was posted internally for a sufficient length of time for candidates to apply. A paper screening was conducted, and a pool of qualified candidates was determined. Consideration was also given to each candidate’s years of related leadership experience, teaching experience, professional training and education.

Four (4) finalists participated in the interview process. Members of the interview team included principal, Karen Winterstein, assistant principal, Katherine Salter, and certified staff members, Amy Martin and Randy Badsgard.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the appointment of Dulce Padilla as Dean of Students.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: ____
Dulce Padilla

Objective: To obtain a position in which I can use my leadership and communication skills.

Education / Classes
Masters in Education - Administration/Supervision - University Of Phoenix, 2007
Masters in Education - Cross-cultural Teaching - National University, 2002
Bachelors of Arts - Child Development - California State University Los Angeles, 1999
Associative of Arts - Liberal Studies, East Los Angeles College, 1995
Vocational Nursing Degree - Valley College of Medical Careers, 1991
Arizona Constitution - Mesa Community College, 2003
Math Classes - UCLA, 2001
Language/Reading - University of Colorado- 2001

Certificates / Endorsements
Principal Certificate - State of Arizona
Elementary Education Certificate- State of Arizona
K-12 Education Credential- State of California
CLAD Credential-State of California
Early Childhood Endorsement
English as Second Language Endorsement

Professional Experience
Dysart Unified School District #89, Surprise, Arizona
Instructional Coach/IGT at Sunset Hills Elementary School 07/2007-Present
Responsibilities: Facilitate professional development for district and school. Facilitate grade level meetings. Plan, model and co-teach lessons with teachers in grades K-8. Meet monthly with Leadership Cadre to review schools goals and CIP. Provide trainings for teachers and AAC members at the district level on the Career Ladder Process and 301 expectations. Assist teachers in writing goals, actions plans and reflections. Conference with teachers and review binders. Provide intervention for struggling students in grades 4-6 in the areas of reading and math. Provide resources for teachers in all content areas.

2nd grade teacher
Responsibilities: Responsible for implementing and teaching Arizona's state standards. Provide a safe, enthusiastic learning environment. Assess, plan lessons, teach and evaluate. Use a variety of strategies, interventions and best practices to ensure that all of my students are learning and mastering the skills being taught. Parent-teacher conferences. Communicate with parents through phone calls, newsletters, notes homes and home visits if necessary. Grade papers. Translate/interpret.

Sunset Hills Elementary School, Surprise, Arizona 01/2006-01/2
Administrative Intern
Responsibilities: Responsible for Jumpstart Kindergarten program during summer. Assist both principal and assistant principal in all duties. Create power point presentations for staff development; analyze Terra Nova and AIMS data. Complete inventories of classroom equipment and materials. Interview candidates for new positions. Observe and evaluate teachers. Create
emergency buckets for all teachers.

**Tolleson Elementary School District #17, Tolleson, Arizona** 07/2002- 06/2005

*2nd Grade Teacher*

Responsibilities: Responsible for implementing and teaching Arizona’s state standards. Provide a safe, enthusiastic learning environment. Assess, plan lessons, teach and evaluate. Use a variety of strategies, interventions and best practices to ensure that all of my students are learning and mastering the skills being taught. Parent-teacher conferences. Communicate with parents through phone calls, newsletters, notes homes and home visits if necessary. Grade papers. Translate/interpret.

**Montebello Unified School District, Montebello, CA** 08/1999-06/2002

*Bilingual 2nd Grade Teacher*

*SEI Teacher (4th & 5th grade)*

*Math Teacher (6th grade)*

Responsibilities: Align curriculum to California state standards. Responsible for all subjects including P.E., Art, Music, and English Language Development. Home Visits at the beginning of the year for each of my students. Facilitate Parent University in Technology.

**Montebello Unified School District, Montebello, CA** 01/1991-06/1999

*Computer Lab Teacher/Instructional Assistant*

Instruct educational programs for students K-4th grade. Installation of new computers and software. Manage and supervise the computer lab. Assist teachers and staff with problems that arise with their computers. Provide professional development for teachers and Instructional Assistants on computer software such as ClarisWorks, Microsoft Word, Excel, PowerPoint and many more. Worked as an Instructional Assistant in a bilingual setting for 4 years with grades K-4th.

**Smart & Final, Norwalk, CA** 1994-1999

*Cashier/ Customer Service Clerk*


**Trainings**

*Effective Instructional Strategies 2013*

*Professional Learning communities 2013*

*Culture Training of Trainers 2012*

*Cognitive Coaching 2009*

*Middle School Conference 2009*

*Cooperative Learning 2008*

*BEST Mentor Training 2007*

*Middle School Math Project-2007*

*Houghton Mifflin 2006*

*Structured English Immersion- 2006*

*Differentiation-2006*

*DIBELS- 2004*

*LANGUAGE-2003*

*RESULTS- 2001*

**Professional Leadership**

*Leadership Committee*

*STEP facilitator 2010-present*
Celebration Committee 2013 to present
Instructor for BEST seminars 2009-present, 2007-2008
Brain Research/Cooperative Learning 2009-Present
Bobcat Learning League (BLL) 2009-Present
Cooperative Learning Club for Teachers/Staff 2007-Present
Coffee with the coaches 2007-2009
Career Ladder Chair 2007-2013
Dysart Facilitator Cadre- 2006-present
Literacy Facilitator Cadre-2006-present
Grade Level Chair-2005-present
Mentor Teacher-2005-present
Principal Search Committee-2005
CST Chairperson, 2003-2005
301 Committee, 2004-2005
ELL program coordinator-2004-2005
IEP Interpreter 2002-present
Mentor Teacher 2004
Site Council Member-2004-2005
FAC Representative-Fall 2004
Interview Committee-Spring 2004
Lighthouse Teacher 2001-2002
Interview Committee Member 2001
Team Leader 2001-2002
SST Member, 2001-2002
Professional Development Committee- 2001-2002
PTA Representative- 2001-2002
Social Club Chairperson- 2000-2002
Master Teacher 2002
Success Initiative School Coordinator- 1999-2000

Personal Experiences

Photographer 2011-Present
Responsibilities: schedule sessions, contact and meet with clients. Take pictures for all occasions (weddings, family, portraits, sports, special events). Edit and upload pictures for client viewing.

Girl Scout Leader 2009-Present

T-Ball Coach -2006-2007

Success Initiative Coordinator- 1999-2001
Responsibilities: Trained and Supervised 10 at risk high school students to work with 30 elementary 5th graders. Planned lessons that would help build and increase students' self esteem and motivation. Collected and submitted data and results to Administrative Leader.

Youth Group/Retreat Leader- 1990-1995
Responsibilities: Planned and provided extra curricular activities for teenagers 13-19 years old. Supervised over 150 kids during 3 day weekends for religious retreats away from home.

Catechism Teacher- 1987-1989
Taught catechism on Saturday both in Spanish and in English to small school aged children.
**Recognitions**

Dysart Hero Award 2010
Best Teacher Award 2002

**References**

Karen Winterstein  
kwinterstein@dysart.org  480-250-1877  
Molly Garcia  
amalia.garacia@dysart.org  623-687-7872  
Adriel Grieshaber  
Adirel.grieshaber@dysart.org  623-341-7963
AGENDA ITEM: Recommendation for Authorization to Issue Notice of Intent Not to Re-employ Non-Continuing Certificated Staff for the 2014-2015 School Year

EXECUTIVE SUMMARY:

Pursuant to A.R.S. § 15-536, administration requests the Governing Board authorize the issuance of Notice of Intent Not to Re-employ the non-continuing certificated staff member listed below:

Troy, Leslie  Teacher/Rancho Gabriela Elementary

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the non-renewal of contract for Leslie Troy and authorize the Assistant Superintendent for Employee and Public Relations on behalf of the Governing Board to provide written notice of non-renewal.

SUBMITTED BY: ___________________  SUPERINTENDENT: ___________________

ACTION BY BOARD:  Motion: _______ Second: _______ Vote: _______ AGENDA ITEM: _______
Dysart Unified School District  
June 4, 2014  
Regular Governing Board Meeting

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

GOVERNING BOARD ITEM

AGENDA ITEM: Approval of Resolution and Intergovernmental Agreement Authorizing the Sale of Tax Anticipation Notes (TANS)

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

Cost:  N/A  Funding Source:  N/A

EXECUTIVE SUMMARY:

By approval of this Resolution, the Board will be authorizing the sale of Tax Anticipation Notes (TANS) in a principal amount, not to exceed $20,000,000 to be used for cash flow purposes for fiscal year 2014-2015. TANS allows districts in Arizona to minimize the interest cost impact to tax payers for M&O budgets, which is caused by inadequate cash flows at the county level due to state aid apportionment and budget tax collections. Several other districts, along with Dysart, have used the TANS program for the last several years. The goal of using this method of financing is to reduce the cost of cash flow financing made necessary because of the deferred receipt of State Funding. This method of cash flow financing is less costly than utilizing the Line of Credit established by Maricopa County, for any period where our available cash is less than our disbursements. The IGA allows the Maricopa County Treasurer to take direction from each district regarding the sale of the notes. The resolution has been reviewed by District legal counsel.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve a resolution authorizing the sale of Tax Anticipation Notes by the District, and authorize the Board President, Superintendent, and the Executive Director of Business Services, to sign all related documents as deemed necessary.

SUBMITTED BY:  [Signature]  SUPERINTENDENT:  [Signature]

ACTION BY BOARD:  Motion:  Second:  Vote:  AGENDA ITEM:  32
RESOLUTION

RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAX ANTICIPATION NOTES; DETERMINING THE FORM OF THE NOTES; PROVIDING FOR THE EXECUTION OF SAID NOTES; PLEDGING TAXES TO THE REPAYMENT OF THE NOTES; MAKING CERTAIN COVENANTS; SETTING FORTH THE PROCEDURE FOR THE ISSUANCE OF THE NOTES AND THE APPLICATION OF THE PROCEEDS THEREOF; AUTHORIZING THE SALE OF THE NOTES TO MARICOPA COUNTY TREASURER; MAKING, IF APPLICABLE, CERTAIN TAX COVENANTS.

WHEREAS, school districts are authorized by Arizona Revised Statutes, Title 35, Chapter 3, Article 3.1, after the school district has adopted a budget for the current fiscal year, to borrow money by the issuance of tax anticipation notes; and

WHEREAS, the governing board of this school district (the "District") hereby ascertains that the Taxes (as defined herein) to be received by the District will not be received in time to pay the District's projected expenses (as will be set forth in the budget and as such expenses will become due); and

WHEREAS, the maximum principal amount of such tax anticipation notes issued by the District for the fiscal year shall not exceed ninety percent of the aggregate of all uncollected Taxes estimated to be received by the District for the fiscal year as shown in the current budget; and

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue, cash receipts or other moneys for the Fiscal Year (as defined herein); and

WHEREAS, the District has determined that it is in the best interests of the District, after the adoption of its budget, to sell its tax anticipation notes in one or more series (the "Notes"); and

WHEREAS, the District has determined that it is in the best interests of the District, after the adoption of its budget, to sell to the Maricopa County Treasurer (the "Treasurer") the Notes, in one or more series, (the "Treasurer Notes"), such Treasurer Notes shall bear taxable interest; and

WHEREAS, the District approves the sale of the District's Notes to the Treasurer; and

WHEREAS, the Governing Board has been presented with a form of a Tax Anticipation Note Purchase Agreement for the Treasurer Notes, (the "Purchase Agreement") pursuant to which the Notes will be sold to the Treasurer.
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF DYSART UNIFIED SCHOOL DISTRICT NO. 89 OF MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

Section 1. Definitions. As used herein the following terms shall have the meanings indicated unless the context otherwise requires:

"Budget" means the officially adopted budget of the District for the Fiscal Year.

"County" means Maricopa County, Arizona.

"District" means Dysart Unified School District No. 89 of Maricopa County, Arizona.

"District Representative" means the President, any member of this board, the Superintendent or the Executive Director of Business Services of the District.

"Fiscal Year" means the fiscal year commencing on July 1, 2014, and ending on June 30, 2015.

"General Funds" means the funds or accounts of the District used for payment of District expenses for maintenance and operation or capital outlay.

"Investments" shall mean any investments which the District may lawfully make with Proceeds or Taxes pursuant to the Arizona Revised Statutes, as amended. Note Proceeds shall be invested pursuant to A.R.S. § 35-465.05. Taxes deposited into the Repayment Fund created pursuant to Section 15 or 16 of this resolution, or any account of such Repayment Fund, shall be invested pursuant to the public investment laws of the State pertaining to school districts.

"Notes" means the tax anticipation notes authorized by this resolution and issued pursuant to Title 35, Chapter 3, Article 3.1.

"Proceeds" means an amount equal to the actual amount of cash received by the District from the issuance of the Notes plus all earnings on such amount.

"Purchase Agreement" means the Tax Anticipation Note Purchase Agreement to be entered into between the District and the Treasurer.

"Repayment Fund" means the fund of that name, and any segregated account thereof, created by the Treasurer pursuant to this resolution to collect and hold Taxes and any investment earnings thereon, for payment of principal and interest on the Notes.

"Series Note Schedule" means, for each series of Notes issued pursuant to this resolution, the schedule or exhibit to the Purchase Agreement or other documents setting forth information with respect to such series as required under Section 6 of this resolution.
"Taxes" means: (1) ad valorem taxes levied or to be levied in the Fiscal Year by the District; (2) if applicable, sales taxes and transaction privilege taxes levied by the District; and (3) all amounts returned to the District by the State; but shall not include taxes levied for debt service on any bond of the District or any sales or transaction privilege taxes which by law or contract must be used by the District for specific purposes.

"Treasurer" means the Maricopa County Treasurer, the ex officio treasurer of the District.

"Treasurer Notes" means Notes, bearing taxable interest, sold to and owned by the Treasurer, or any other entity for which the Treasurer acts as Treasurer.

Section 2. Findings and Determinations. The Governing Board of the District finds and determines that it reasonably expects:

(1) That the Budget has been adopted by the District for the Fiscal Year, or will be adopted prior to the issuance of the Notes;

(2) That Taxes to be received by the District will not be received in time to pay the District's projected expenses for the Fiscal Year as they become due;

(3) If Notes are not issued, the District will be required to register its warrants or, if applicable, access a line of credit to pay its budgeted expenses due to the anticipated timing of receipt of Taxes; and

(4) That through the issuance and sale of the Notes, the District may pay its expenses on a timely basis.

Section 3. Authorization of Notes. Pursuant to Title 35, Chapter 3, Article 3.1, Arizona Revised Statutes, and for the purpose of providing funds to pay the District's budgeted General Funds expenditures during the Fiscal Year, the Governing Board of the District hereby authorizes that a sum, not to exceed the lesser of: (a) Twenty Million and No/100 Dollars ($20,000,000.00); or (b) ninety percent (90%) of the aggregate of all uncollected Taxes estimated to be received by the District in the Fiscal Year as shown by the Budget, be borrowed for such purpose during the Fiscal Year, such borrowing to be evidenced by the issuance of Notes, for the Fiscal Year. The Notes shall be sold in one or more series. The Notes shall be designated Dysart Unified School District No. 89 of Maricopa County, Arizona, Tax Anticipation Notes, Series 2014, and shall contain additional identification to distinguish Notes issued at different times. The Notes will: (a) be issued and sold to the Treasurer, (b) be payable on the date set forth in the Series Note Schedule, but in no event later than July 30, 2015, (c) be issued in denominations of not less than $100,000 or any $5,000 integral multiple in excess thereof, (d) bear interest from the date of issue to maturity at a rate or rates not to exceed nine percent (9%) per annum computed on the basis of a 360-day year consisting of twelve 30-day months on the unpaid balance, and (e) be dated the date of initial issuance which date shall be on or after July 1, 2014. Payment of the Notes or interest thereon will not be enforceable out of any
funds or from any moneys of the District other than uncollected Taxes to be credited to the District for the Fiscal Year.

**Section 4. Sale of the Notes.** The Notes shall be sold in one or more series pursuant to a Purchase Agreement. The Purchase Agreement in substantially the form presented to the meeting with such modifications, amendment, additions and deletions as the District Representative executing the document shall approve, is hereby approved. Any District Representative is hereby authorized to approve, execute and deliver the Purchase Agreement. Execution of the Purchase Agreement by such District Representative shall constitute conclusive evidence of such determination and approval of the form and terms thereof.

**Section 5. Intergovernmental Agreement.** The Intergovernmental Agreement by and between the District and the Treasurer (the "IGA"), in substantially the form presented to the meeting with such modifications, amendments, additions and deletions as the District Representative shall approve, is hereby approved. Any District Representative is hereby authorized and directed to approve, execute and deliver the IGA. Execution of the IGA by the District Representative shall constitute conclusive evidence of approval of such modifications, amendments, additions and deletions.

**Section 6. Series Note Schedule.** The District Representative is hereby authorized to approve, execute and deliver the Series Note Schedule which sets forth: (i) the principal amount of the Notes of such series; (ii) the interest rate on the Notes of such series; (iii) the dates and the amount of Taxes to be deposited on such dates to the account of the Repayment Fund for such Notes; and (iv) the maturity date of the Notes.

Such Series Note Schedule shall be executed and delivered when a District Representative determines that the sale of the Notes is within the parameters of this resolution and in the best interests of the District. The Purchase Agreement shall not be deemed fully executed and delivered for purposes of binding the District to issue and sell the Notes until the Series Note Schedule has been executed and delivered. Execution of the Series Note Schedule by any District Representative shall constitute conclusive evidence of approval of the terms set forth therein.

Upon full execution and delivery of the Purchase Agreement and execution of the Series Note Schedule, the Treasurer is hereby authorized and directed to cause the Notes of such series to be delivered to the Treasurer upon receipt of payment therefore and satisfaction of the other conditions for delivery thereof in accordance with the terms of the sale.

**Section 7. Initial Sale of Notes and Transfer of Treasurer Notes.** Initially, there shall be one series of Notes in a principal amount not to exceed Twenty Million and No/100 Dollars ($20,000,000.00), designated Dysart Unified School District No. 89 of Maricopa County, Arizona, Tax Anticipation Notes, Series 2014, sold to the Treasurer, pursuant to a Purchase Agreement and a Series Note Schedule.

Treasurer Notes shall be nontransferable except to sophisticated, institutional investors described in and permitted by the terms of the IGA.
Section 8. **Subsequent Sales.** After the initial sale of Notes, the District may sell any remaining principal amount of the Notes authorized by this resolution; provided however, if the initial sale of Notes consisted of Treasurer Notes all subsequent sales of Notes pursuant to this resolution shall be Treasurer Notes. The remaining Notes will be sold pursuant to one or more additional Purchase Agreements and Series Note Schedules without further action of this Board. Any later series of Notes shall be designated with a series letter designation to distinguish each series from every other series and may conform to any changes in law in effect at the time of their issuance, including but not limited to such matters as the amount that may be issued, the date of final maturity, and the method of pledging Taxes to the payment of said Notes.

Section 9. **Countersignature of Treasurer.** Each time the District shall issue a series of Notes pursuant to this resolution, the Treasurer will countersign the Notes so issued and insert the amount so borrowed on the face thereof.

Section 10. **Prior Redemption.** The Notes herein authorized shall not be subject to redemption prior to their definite maturity date.

Section 11. **Effect of Issuance.** When issued and sold, the Notes will obligate the District to pay the principal amount outstanding on the Notes plus interest from the date of issue to the maturity date. Repayment of a part of the outstanding Notes will not serve to discharge this resolution. This resolution shall remain in full force and effect until all Notes hereafter issued under authority of this resolution are fully paid. The Treasurer is authorized to receive all Proceeds from the sale of the Notes and to pay principal on the Notes and interest accruing thereon at maturity but only from the sources herein provided. The Treasurer is ordered and directed to cause payment of the principal amount of the Notes and interest thereon by timely depositing the necessary amounts of Taxes to the account of the Repayment Fund for such Notes as required by the applicable Series Note Schedule. No additional amounts may be borrowed for the Fiscal year by issuance of the Notes after June 30, 2015.

Section 12. **Payment; Depository.** The principal and interest on the Notes herein authorized shall be payable by the Treasurer from Taxes and any other amounts in the Repayment Fund. The Treasurer is hereby authorized to pay the principal and interest on the Notes as the same matures. Notwithstanding any other provisions of this resolution, so long as the Treasurer Notes are owned by the Treasurer, or any other entity for which the Treasurer acts as Treasurer, the Treasurer may without notice to the District set off any amount of interest that has come due or principal that has matured, from the Taxes.

Principal and interest on the Notes shall be payable when due to the person in whose name such Note is registered ten (10) days preceding the maturity date ("Record Date"). Payment of principal and interest on the Notes will be made by wire transfer on the maturity date to the registered owners as shown on the Record Date to a wire transfer address in the United States specified by the owner. No document of any nature whatsoever need be surrendered as a condition to payment of the principal and interest on the Notes.
Section 13. Execution of Notes; Registration. The Notes shall be in registered form and the Treasurer shall act as the registrar. The fully registered Notes will be executed for and on behalf of the District by the President of the Governing Board and countersigned by the Treasurer. The signature of the President may be by facsimile. Any District Representative is authorized and directed to sign such certificates and give such assurances on behalf of the District as may be necessary to effectively market the Notes. The Treasurer Notes will be registered in the name of the Treasurer.

Execution of a Note in connection with the initial offer and sale of such Note will constitute a certification and representation on the part of the District to the effect that (a) no litigation is pending which contests the issuance of the Notes or borrowing of moneys evidenced by said Note as authorized by this resolution, (b) the District has complied with all covenants and conditions set forth in this resolution which are required to be complied with prior to the initial issuance, and (c) the principal amount and other terms of such Note are in compliance with the applicable provisions set forth in this resolution.

Section 14. Form of Notes. The fully registered Notes will be in substantially the form set forth in Exhibit A attached hereto and incorporated by reference herein, allowing those executing the Notes to make the insertions and deletions necessary to conform the Notes to this resolution and the terms of the Purchase Agreement.

Section 15. Creation of a Repayment Fund; Payment of Notes. Upon the issuance of any series of Notes pursuant to this resolution, the Treasurer shall create a special fund to be known as the Dysart Unified School District No. 89 Tax Anticipation Notes, Series 2014 Principal and Interest Repayment Fund, together with accounts thereof identified as necessary to distinguish Notes issued at different times (the "Repayment Fund"). Such Repayment Fund, and the separate accounts therein, if any, established pursuant to Section 16 for subsequent series of Notes issued pursuant to this resolution, shall be maintained until such time as moneys in the Repayment Fund are sufficient to pay when due all principal and interest on the applicable series of Notes and until the Notes have been paid. All moneys in the Repayment Fund shall be used to pay principal and interest on the Notes and for no other purpose so long as any principal or interest remains outstanding. All moneys deposited to the Repayment Fund may be invested in Investments. All such Investments shall be deemed to be a part of the Repayment Fund. All investment income thereon shall be retained in the Repayment Fund until all principal and interest is paid on the Notes.

Section 16. Pledge of Taxes. All Taxes deposited to and other moneys in the Repayment Fund are hereby irrevocably pledged to the payment of principal of and interest on the applicable series of Notes. The Notes are hereby secured by a prior and paramount lien on, and pledge of, all moneys in the Repayment Fund.

Taxes shall be collected and deposited by the Treasurer to the Repayment Fund in the amounts and on the dates set forth on the Series Note Schedule. In the event additional series of Notes are sold pursuant to this resolution, Taxes for each series of Notes may be segregated and deposited to the Repayment Fund in the amount and on the dates set forth in the Series Note Schedule for such series of Notes and Taxes collected and deposited in the Repayment Fund.
shall be held in segregated accounts within the Repayment Fund and pledged to the payment of the respective series of Notes in accordance with A.R.S. § 35-465.04. Any Notes issued pursuant to this resolution shall establish deposit dates for Taxes to the Repayment Fund on the same dates as the corresponding deposit dates set forth on any Series Note Schedule for any other series of previously issued Notes. Any tax anticipation notes ("Subsequent Notes") issued pursuant to a subsequent resolution may establish deposit dates for Taxes to a segregated account of the Repayment Fund or other similar fund for the benefit of the Subsequent Notes (a "Subsequent Note Repayment Fund"); provided that such dates shall be on the corresponding deposit dates set forth on any Series Note Schedule for any other series of Notes previously issued pursuant to this resolution. All moneys held in any segregated account of the Repayment Fund are pledged to the payment of the respective series of Notes in accordance with A.R.S. § 35-465.04 and shall be used solely for the payment of principal and interest on the respective series of Notes and shall not be available to pay any Note which is not a Note of the respective series.

If Taxes are insufficient to meet the amount to be deposited on any deposit date, as required by any Series Note Schedule, the Treasurer shall continue to deposit all Taxes as received to the Repayment Fund until the insufficiency is cured. In addition, whenever such an insufficiency occurs, the Treasurer immediately shall transfer any Taxes then in any General Funds to the Repayment Fund to the extent needed to cure the insufficiency. If an insufficiency in the Repayment Fund exists, no deposits of Taxes shall be made to any General Funds until the full amount to be deposited to the Repayment Fund for such period has been so deposited.

From and after any deposit date, no registered warrants of the District shall be redeemed and no deposits to a Subsequent Note Repayment Fund shall be made until the full amount required to be deposited to the Repayment Fund on such future deposit dates for all series of Notes issued pursuant to this resolution has been so deposited. Deposits of Taxes to the Repayment Fund pledged to the payment of the Notes shall have priority over payment of any registered warrants payable from any General Funds and scheduled deposits to a Subsequent Note Repayment Fund until the amount on deposit in the Repayment Fund equals the amount required to be deposited therein.

When no principal or interest is outstanding on the Notes, all moneys in the Repayment Fund not needed to pay any outstanding and unpaid Notes will be transferred without further action or direction by the District to any General Funds.

Section 17. Proceeds. Proceeds shall be paid into the County Treasury and deposited to the credit of the District into a special fund to be known as the Dysart Unified School District No. 89 Note Proceeds Fund (the "Proceeds Fund"). The Proceeds and investment income thereon shall be used to defray the expenses of the District payable from General Funds as set forth in the Budget. The Treasurer is authorized to transfer or expend any moneys in the Proceeds Fund for any General Fund purpose set forth in the Budget. No further authorization need be given for expenditure of Proceeds other than would normally be given for expenditures from the respective General Fund from which payment is to be made. All moneys in the Proceeds Fund shall be invested in Investments and all such Investments and the income thereon shall be deemed to be a part of the Proceeds Fund.
Section 18.  Ratification of Actions. All actions of the officers and agents of the District which conform to the purposes and intent of this resolution and which further the issuance and sale of the Notes as contemplated by this resolution whether heretofore or hereafter taken are hereby ratified, confirmed and approved. The proper officers and agents of the District are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the District as may be necessary to carry out the terms and intent of this resolution.

Section 19.  Severability Provision. It is the intention hereof to confer upon the District, any District Representative and the Treasurer the whole of the powers provided for in the statutes authorizing the issuance of the Notes and if any one or more sections, clauses, sentences and parts hereof shall for any reason be questioned in any court of competent jurisdiction and shall be adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions hereof, or any Note issued pursuant hereto but shall be confined to the specific sections, clauses, sentences and parts so determined. All prior resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

Section 20.  Effective Date. The provisions of this resolution shall be effective as of the date of adoption.

PASSED, ADOPTED AND APPROVED by the Governing Board of Dysart Unified School District No. 89 of Maricopa County, Arizona, on June 4, 2014.

President, Governing Board
EXHIBIT A

UNITED STATES OF AMERICA
STATE OF ARIZONA

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

TAX ANTICIPATION NOTE
SERIES 20

Interest Rate   Date   Denomination
---%   ----, 20---   $-----

REGISTERED OWNER: MARICOPA COUNTY TREASURER

DYSART UNIFIED SCHOOL DISTRICT NO. 89 of Maricopa County, Arizona (the "District") promises to pay to the registered owner hereof, or registered assigns, on the ___ day of _______, 20___, the sum of __________________ AND 00/100 DOLLARS ($__________,00) plus interest thereon at the rate per annum shown above from the date shown above computed on the basis of a 360-year consisting of twelve 30-day months. Principal and interest on this note shall be payable by wire transfer on the date due to the person in whose name this note is registered at the close of business ten days preceding the maturity date (the "Record Date"). The District shall pay no money hereon except moneys received from or derived from Taxes as described in the resolution of the Governing Board of the District authorizing issuance hereof which otherwise would be paid into the appropriate General Funds of the District, all as is more fully set forth in the resolution adopted by the Governing Board of the District authorizing the issuance of this note. Both principal of and interest on this note shall be payable in any coin or currency of the United States of America which on the maturity date is legal tender for the payment of public and private debts. This note need not be surrendered as a condition to payment of the principal and interest thereon.

Payment of this note or interest thereon will not be enforceable out of any funds other than uncollected Taxes (as defined in the resolution authorizing the issuance of this note) which are hereafter received by the District and deposited to the segregated account of the Repayment Fund created in such resolution for repayment of this note and all other notes of this series.

This note is not payable or subject to redemption prior to maturity.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of Arizona to happen, exist and be performed precedent to and
in the issuance of this note have happened, exist and have been performed as so required and that
the aggregate principal amount of notes issued in the Fiscal Year does not exceed ninety percent
(90%) of uncollected Taxes of the District as shown in its current Budget.

IN WITNESS WHEREOF, the District has caused this note to be signed by the
President of its Governing Board and countersigned by the Treasurer of Maricopa County,
Arizona, the signature of said President may be a facsimile signature.

This note is not valid or binding upon the District without the manually affixed
countersignature of the Treasurer of Maricopa County, Arizona.

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

President, Governing Board

COUNTERSIGNED:

Treasurer, Maricopa County, Arizona

CERTIFICATE OF REGISTRATION

This note is registered in the name of the above-named registered owner as to
principal and interest in the office of the Treasurer of Maricopa County, Arizona.

Treasurer, Maricopa County, Arizona
TAX ANTICIPATION NOTE PURCHASE AGREEMENT

_______, 2014

Governing Board of Dysart Unified School District No. 89
15802 North Parkview Place
Surprise, Arizona 85375

Ladies and Gentlemen:

The undersigned, on behalf of the Maricopa County Treasurer, Maricopa County, Arizona (the "Purchaser"), acting on its own behalf and not acting as fiduciary or agent for you, offers to enter into this Tax Anticipation Note Purchase Agreement (the "Agreement") with Dysart Unified School District No. 89 of Maricopa County, Arizona (the "Issuer") which, upon the Issuer's written acceptance of this offer, will be binding upon the Issuer and upon the Purchaser. This offer is made subject to the Issuer's written acceptance hereof on or before 11:59 p.m. on _________, 2014, and, if not so accepted, will be subject to withdrawal by the Purchaser upon notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Terms not otherwise defined in this Agreement shall have the same meanings set forth in the Resolution (as defined herein).

1. **Purchase and Sale of the Notes.** Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein and any certificates or other documents to be delivered to the Purchaser pursuant to this Agreement, the Purchaser hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Purchaser, all, but not less than all, of the Issuer's $20,000,000 aggregate principal amount of Tax Anticipation Notes, Series 2014, (the "Notes"). Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer understands, and hereby confirms, that the Purchaser is not acting as a fiduciary of the Issuer, but rather is acting solely in its capacity as Purchaser for its own account. The Purchaser has been duly authorized to execute this Agreement and to act hereunder.

The principal amount of the Notes to be issued, the dated date therefor, dates for Taxes (as defined in the Resolution) into the Repayment Fund, the interest rate per annum and the price or yield are set forth in the Series Note Schedule hereto. The Notes shall be as described in, and shall be issued pursuant to the provisions of, the resolution adopted by the Issuer on June 4, 2014 (the "Resolution").

The purchase price for the Notes shall be $_________ (the "Purchase Price"). The Purchaser shall also be reimbursed for its expenses, if any as set forth in paragraph 7 hereof.
2. **IGA; Filing with Department of Revenue.**

   At the time of acceptance hereof by the Issuer, the Issuer agrees it shall enter into a written agreement with the Purchaser in substantially the form attached hereto and marked *Exhibit A* (the "IGA").

   The Issuer shall file the information required to be submitted to the Arizona Department of Revenue pursuant to A.R.S. Section 35-501(B) within sixty (60) days of the date of the Closing.

3. **Representations, Warranties, and Covenants of the Issuer.** The Undersigned, on behalf of the Issuer, but not individually, represents and warrants to and covenants with the Purchaser that:

   (a) The Issuer is a school district of the State of Arizona (the "State") created, organized and existing under the Constitution of the State and the laws of the State, and has full legal right, power and authority, and at the date of the Closing will have full legal right, power and authority (i) to enter into, execute and deliver, as applicable, this Agreement, the Resolution and the IGA concerning the Notes (collectively hereinafter referred to as the "Issuer Documents"), and all documents required hereunder and thereunder to be executed and delivered by the Issuer, (ii) to sell, issue and deliver the Notes to the Purchaser as provided herein, and (iii) to carry out and consummate the transactions contemplated by the Issuer Documents and the Issuer has complied, and will at the Closing be in compliance in all material respects, with the terms of the Issuer Documents as they pertain to such transactions;

   (b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Resolution and the issuance and sale of the Notes, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, as applicable, contained in the Notes and the Issuer Documents, and (iii) the President of the Governing Board to approve the consummation by it of all other transactions contemplated by the Issuer Documents;

   (c) The Issuer Documents constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the Notes, when issued, executed, authenticated, delivered and paid for, in accordance with the Resolution and this Agreement, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Constitution and laws of the State and the Resolution and are secured and payable by Taxes, as such term is defined in the Resolution;

   (d) The Issuer is not in material breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the Issuer under any of the foregoing; and the execution and delivery of the Notes, the Issuer Documents and the adoption of the Resolution and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a material breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or to which any of its property or assets are otherwise subject nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature.
whosoever upon any of the property or assets of the Issuer from which the Notes are payable or under the
terms of any such law, regulation or instrument, except as provided by the Notes and the Resolution;

(e) The Issuer has made all required filings with, and has obtained all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Issuer Documents, and the Notes, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Notes;

(f) There is no litigation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Issuer after due inquiry, threatened against the Issuer, affecting the existence of the Issuer or the titles of its officers to their respective offices, or affecting or seeking to prohbit, restrain or enjoin the sale, issuance or delivery of the Notes or the collection of taxes for the payment of principal of and interest on the Notes, or in any way contesting or affecting the validity or enforceability of the Notes or the Issuer Documents;

(g) The Issuer will apply, or cause to be applied, the proceeds from the sale of the Notes as provided in and subject to all of the terms and provisions of the Resolution;

(h) The Issuer will furnish such information about the District and execute such instruments and take such action in cooperation with the Purchaser as the Purchaser may reasonably request to consummate the purchase of the Notes; and

(i) The financial statements of, and other financial information regarding the Issuer fairly present the financial position and results of the Issuer as of the dates and for the periods therein set forth; prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer, and the Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer.

4. Closing.

(a) At 8:00 a.m. on __________, 2014, or at such other time and date as shall have been mutually agreed upon by the Issuer and the Purchaser (the "Closing"), the Issuer will, subject to the terms and conditions hereof, deliver the Notes to the Purchaser duly executed and authenticated, together with the other documents hereinafter mentioned, and the Purchaser will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Notes as set forth in Section 1 of this Agreement by wire transfer or other funds which are immediately available funds to the order of the Issuer.

(b) The Notes shall be delivered as provided in the Resolution. Delivery of the Notes will be made with the Registrar.

5. Closing Conditions. The Purchaser has entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Purchaser's obligations under this Agreement to purchase, to accept delivery of and to pay for the Notes shall be conditioned upon the
performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Purchaser:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (i) the Issuer Documents and the Notes shall be in full force and effect in the form heretofore approved by the Purchaser and shall not have been amended, modified or supplemented; and (ii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Special Counsel to deliver its opinion referred to hereafter;

(d) At the time of the Closing, all official action of the Issuer relating to the Notes and the Issuer Documents shall be in full force and effect and shall not have been amended, modified or supplemented;

(e) At or prior to the Closing, the Resolution shall have been duly executed and delivered by the Issuer and the Issuer shall have duly executed and delivered and the Registrar shall have duly authenticated the Notes;

(f) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer, that in the judgment of the Purchaser, is material and adverse;

(g) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(h) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in legal form and effect to the Purchaser;

(i) At or prior to the Closing, the Purchaser shall have received copies of each of the following documents:

(1) The Resolution with such supplements or amendments as may have been agreed to by the Purchaser;

(2) The IGA executed on behalf of the Issuer by the President of the Governing Board or such other official as may have been agreed to by the Purchaser;

(3) The approving opinion of Special Counsel with respect to the Notes;

(4) The opinion of Special Counsel shall also state, substantially to the effect that:

(i) the Notes and Issuer Documents have been duly authorized, executed and delivered by the Issuer and (assuming due authorization and execution by
the other parties thereto) are legal, valid and binding obligations of the respective parties, enforceable in accordance with their terms, subject to customary exceptions for bankruptcy and judicial discretion; and

(ii) the IGA has been duly authorized, executed and delivered by the Issuer and, subject to appropriation to provide for the costs of compliance therewith, is a legal, valid and binding obligation of the Issuer, enforceable in accordance with its terms; subject to customary exceptions;

(6) A certificate, dated the date of Closing, of an appropriate representative of the Issuer to the effect that to the best of their knowledge (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (ii) no litigation or proceeding or tax challenge against it is pending or, to its knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, (c) contest the validity, due authorization and execution of the Notes or the Issuer Documents or (d) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning and collecting revenues, including payments on the Notes, pursuant to the Resolution, and other income or the levy or collection of the taxes pledged or to be pledged to pay the principal of and interest on the Notes, or the pledge thereof; (iii) the Resolution has been duly adopted by the Issuer, is in full force and effect and has not been modified, amended or repealed;

(5) Any other certificates and opinions required by the Resolution for the issuance thereunder of the Notes;

(6) Such additional legal opinions, certificates, instruments and other documents as the Purchaser or counsel to the Purchaser may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Issuer's representations and warranties contained herein and the due performance or satisfaction by the Issuer on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere herein shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Purchaser.

6. **Termination.** The Purchaser shall have the right to cancel its obligation to purchase the Notes if, between the date of this Agreement and the Closing, in the sole judgment of the Purchaser, by the occurrence of any of the following:

(a) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the validity or enforceability of the assessments or the levy of taxes to pay principal of and interest on the Notes;

(b) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the Issuer;
(c) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise;

(d) the purchase of and payment for the Notes by the Purchaser, or the resale of the Notes by the Purchaser, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

7. Expenses.

(a) The Purchaser shall be under no obligation to pay, and the Issuer shall pay, but only from the proceeds of the sale of the Notes, any expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the fees and disbursements of Special Counsel; (ii) the initial fees and disbursements of the Registrar for the Notes, provided, however, that the Issuer shall be responsible for all other fees and disbursements of the Registrar for the Notes; (iii) fees and expenses incurred by the Issuer or the Purchaser for any rating on the Notes; (iv) the fees and disbursements of Piper Jaffray & Co., as financial consultant; and (v) reasonable miscellaneous, normally occurring, "out-of-pocket" expenses incurred by the Purchaser in connection with the issuance of the Notes. The Issuer authorizes the Treasurer to create a separate account for payment of such expenses to be funded with $__________, representing premium with respect to the Notes.

(b) If this Agreement shall be terminated by the Purchaser because of any failure or refusal on the part of the Issuer to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Issuer shall be unable to perform its obligations under this Agreement, the Issuer will reimburse the Purchaser for all out-of-pocket expenses (including the fees and disbursements of counsel to the Purchaser) reasonably incurred by the Purchaser in connection with this Agreement or the offering contemplated hereunder.

8. Cancellation. To the extent applicable by provision of law, all parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511, as amended, the provisions of which are incorporated herein.

9. Notices. Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing at Dysart Unified School District No. 89, Attention: Jack Eaton, Executive Director of Business Services, at 15802 North Parkview Place, Surprise, Arizona 85375, and any notice or other communication to be given to the Purchaser under this Agreement may be given by delivering the same in writing to the Maricopa County Treasurer, at 301 W. Jefferson, Room 100, Phoenix, Arizona 85003, Attention: Charles "Hos" Hoskins.

10. Parties in Interest. This Agreement shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Purchaser (including successors or assigns of the Purchaser) and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by the Issuer. All of the Issuer's representations, warranties and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of any of the Purchaser; (ii) delivery of and payment for the Notes pursuant to this Agreement; and (iii) any termination of this Agreement.

11. Effectiveness. This Agreement shall become effective upon the acceptance hereof by the President of the Governing Board on behalf of the Issuer and shall be valid and enforceable at the time of such acceptance.
12. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the law of the State.

13. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

14. **Business Day.** For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

15. **Section Headings.** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

16. **Counterparts.** This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Purchaser. This Agreement shall become a binding agreement between you and the Purchaser when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

CHARLES "HOS" HOSKINS, MARICOPA COUNTY TREASURER

By: 
Name: 
Title: 
Date: 
ACCEPTANCE:

ACCEPTED this ___ day of ____, 2014.

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

By: ________________________________________________________________________
Name: ________________________________________________________________________
Title: ________________________________________________________________________
Schedule
$20,000,000
DYSART UNIFIED SCHOOL DISTRICT NO. 89
OF MARICOPA COUNTY, ARIZONA
TAX ANTICIPATION NOTES
SERIES 2014

Dated Date: _______, 2014

<table>
<thead>
<tr>
<th>Maturity Date</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
<th>Price or Yield</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 30, 2015</td>
<td>$20,000,000</td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>

Deposit Date | Deposit to Repayment Fund

The parties agree that the terms, representations, covenants and conditions contained in that certain Tax Anticipation Note Purchase Agreement to which this Schedule is attached shall apply in their entirety to the Notes identified above, provided, however, that the Notes will not be supported by credit enhancement. The Purchase Price of the Notes shall be $________ and payment shall be made on _______, 2015 or such later date as may be agreed upon by the parties hereto. The County Treasurer is authorized, on behalf of the District, to pay from the proceeds of the Notes the costs of issuance incurred by the District in connection with the issuance and delivery of the Notes as described in Section 7 of this Agreement.

This Schedule is hereby approved this _____ day of _______, 2014.

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

By ____________________________
Title: ____________________________

CHARLES "HOS" HOSKINS, MARICOPA COUNTY TREASURER

By ____________________________
Treasurer
EXHIBIT A

INTERGOVERNMENTAL AGREEMENT
INTERGOVERNMENTAL AGREEMENT

BETWEEN

CHARLES "HOS" HOSKINS, MARICOPA COUNTY TREASURER
( THE "TREASURER"

AND

DYSART UNIFIED SCHOOL DISTRICT NO. 89 OF
MARICOPA COUNTY, ARIZONA (THE "DISTRICT")
THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") made and entered into this ___ day of ___, 2014.

WITNESSETH

WHEREAS, tax anticipation notes, the interest on which is includable in the gross income of the owner of the notes (the "Taxable Notes") have been, or will be issued by Dysart Unified School District No. 89 of Maricopa County, Arizona (the "District"); and

WHEREAS, The Treasurer of Maricopa County has, or will purchase the Taxable Notes through a sale negotiated between the Treasurer and the District; and

WHEREAS, the District has authorized the issuance and sale of the Taxable Notes; and

WHEREAS, in the resolution authorizing the issuance of the Taxable Notes the District authorized execution and delivery of this agreement; and

WHEREAS, in consideration of the purchase of the Taxable Notes by the Treasurer for and on behalf of the County and other political subdivisions for whom the Treasurer invests money, the District consents and agrees to this agreement.

NOW, THEREFORE, BE IT AGREED BY THE PARTIES HERETO as follows:

Section 1. Authorizations. This Agreement is entered into pursuant to A.R.S. §§ 11-951 and 11-952. The District's authority to pledge taxes for the payment of Taxable Notes is contained in A.R.S. Title 35, Chapter 3, Article 3.1. The authority of the Board of Supervisors of Maricopa County to levy taxes for and on behalf of the District the amount of such taxes is contained in A.R.S. § 15-992.

Section 2. Jurisdictional Matters. This Agreement shall commence on ____ _, 2014 and terminate on July 30, 2015, if the Taxable Notes are then fully paid. If all of the Taxable Notes are not fully paid on or prior to July 30, 2015, this Agreement shall remain in full force and effect until all of the Taxable Notes and interest thereon are fully paid.

The purpose of this Agreement is to provide for a levy and collection of taxes to pay the Taxable Notes, and all other Taxable Notes of the District, as authorized by the Resolution of the Governing Board of the District on June 4, 2014 (the "Resolution").

The manner of paying the District's obligation under the Taxable Notes is through the annual levy of ad valorem property taxes, other than ad valorem taxes levied to pay principal of or interest or redemption charges on any bonded indebtedness, and all amounts returned to the District by the State and any taxes which by law or contract must be used by the District for specified purposes.
Except as provided in Section 3, hereof, there is no method incorporated into this Agreement for its termination. Nothing in this Agreement shall relieve any public agency of any obligation or responsibility imposed upon it by law.

**Section 3. Registrar and Paying Agent.** To simplify the collection and payment of the Notes, the Treasurer shall act as the registrar and paying agent for the Notes. The Treasurer shall keep a registration list showing the owner of the Notes. The Treasurer may pay the principal and interest on the Notes by directly debiting the District's general fund; provided, however, that the Treasurer shall not invade moneys in the debt service fund that are to be used to pay District bonds. Either the District or the Treasurer may terminate the Treasurer's registrar and paying agent status upon thirty (30) days notice to the other party.

**Section 4. Transfer Restrictions.** Notwithstanding any other provision of this Agreement, the Taxable Notes or the Resolution, the Taxable Notes initially sold and owned by the Treasurer (the "Treasurer Notes") are nontransferable unless the transferee or transferees are "Qualified Institutional Buyer" as such term is defined in Rule 144A of the Securities Act of 1933, as amended with total assets of at least one hundred million dollars ($100,000,000.00) invested in municipal securities in the aggregate of its portfolio and/or under management and such Qualified Institutional Buyer provides the District with an executed certificate verifying such status.

**Section 5. Conflict of Interest.** Notice is hereby given that pursuant to A.R.S. § 38-511 the State, its political subdivisions, or any department or agency of either, may within three years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating a contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agency of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

[Remainder of Page Intentionally Left Blank]
DATED this ___ day of ____ , 2014.

MARICOPA COUNTY TREASURER

________________________________________
By _________________________________

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

________________________________________
By: ________________________________
Title: ________________________________
AGENDA ITEM: Recommendation to Approve Canceling the June 18, 2014 Governing Board Meeting

EXECUTIVE SUMMARY:

It is recommended the Board cancel the second Board Meeting in June on June 18, 2014. The state has not revised and released the new budget forms for the 2014-15 budget. It will not be possible to have a budget prepared for the June 18th Board Meeting for action. It is recommended the special July meeting scheduled for July 14th be held to take action on the budget.

The Board Secretary will advertise the cancelation well in advance, if approved by the Board.

BOARD ACTION REQUESTED:

It is recommended the Governing Board cancel the June 18, 2014 Governing Board meeting.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 33
AGENDA ITEM: Action Regarding a Written Summary of the Superintendent’s Final Performance Evaluation for the 2013-2014 School Year

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

Cost: N/A Funding Source: N/A

EXECUTIVE SUMMARY:

Based upon the Board’s acceptance of the information reported to the Governing Board related to accomplishments on established goals adopted by the Governing Board for the Superintendent for the 2013-14 school year, the Board reaches the following conclusion relative to the Superintendent’s end-of-year performance:

___ The Superintendent accomplished at a satisfactory level the approved goals for the 2013-14 school year.

___ The Superintendent did not accomplish at a satisfactory level the approved goals for 2013-14 school year.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the written summary of the Superintendent’s evaluation reflecting the completion ratings of established goals for 2013-2014.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 34
**GOALS**

**Goal:** *All Dysart students will graduate ready for college, career, and life in a globally competitive economy by mastering New Century Learner skills.*

<table>
<thead>
<tr>
<th>Strategic Plan Objective</th>
<th>Supt. Plan Obj. #</th>
<th>Objectives</th>
<th>Status</th>
</tr>
</thead>
</table>
| A.1                      | 1                 | Implement plans resulting in increasing numbers of students meeting or exceeding on measurements of state standards. | Completed reports:  
  - Staffing Update-Governing Board Agenda (GBA) Aug. 7, 2013 Item 17  
  - Community Education Outreach update, GBA Nov. 20, 2013 Item 18  
  - CIP Updates, GBA Study Sessions Sept. 18, 2013 and Nov. 6  
  - Project Graduation, GBA Mar. 5, 2014 Item 14  
  - District Resource Alignment and Resources for PD reports, GBA Sept. 18 Item 21 and Nov. 6, 2013 Item 19  
  - Strategic Plan Adoption, GBA Dec. 4, 2013 Item 11 |
| A.2                      | 2                 | Implement New Century Learner Skills as part of the approved curriculum adopted as per the revision cycle for 2013-14. | Completed reports:  
  - Curriculum adoptions and Course Guide adoption, GBA Nov. 20, 2013 Items 10 & 17 |
| A.3 | 3 | Design and implement assessments that measure student mastery of core standards and New Century Learner Skills. | Math and Online Pilots report, GBA Aug. 7, 2013 Item 18  
AZ Career & College Standards report, GBA Jan. 8, 2014 Item 13  
21st Century Support Collaborative, GBA Mar. 5, 2014 Item 15 |
| --- | --- | --- | --- |
| A.4 | 4 | Implement plans resulting in increasing numbers of students who succeed in exam systems that qualify them for full-time career and technical programs, jobs, military and/or college or university entrance. | Completed reports:  
Curriculum adoptions – resources utilized as part of new adoptions and iPAL updates |
| A.5 | 5 | Implement plans resulting in all schools achieving a state accountability label of excelling or within the top two categories of a new state system. | Completed reports:  
Staffing Update, GBA Aug. 7, 2013 Item 17  
Community Education Outreach update, GBA Nov. 20, 2013 Item 18  
CIP Updates, GBA Study Sessions Sept. 18, 2013 and Nov. 6  
Project Graduation, GBA Mar. 5, 2014 Item 14  
Collaborative Network organization and design, GBA Jan. 22, 2014 Item 19; Mar. 5, 2014 Item 14; & May 21, 2014 Item 17  
District Resource Alignment and Resources for PD reports, GBA Sept. 18 Item 21 and Nov. 6, 2013 Item 19 |
### GOAL B: Optimize and allocate resources that are proven to result in increased student achievement.

| B.8 | 6 | Design and implement a plan that provides intervention, extension and enrichment so that each student makes at least one year's growth. |

### GOAL H: The Dysart U.S.D. will allocate available district level resources to support the strategic plan goals to insure they will have the greatest impact on student academic achievement and instruction.

| H.27 | 7 | Design District level budget processes to improve the alignment of financial resources to Strategic Plan goals. |
| H.28 | 8 | Implement resources to support the professional development plan necessary for the successful execution of instruction. |
Dysart Unified School District #89
2013-2014
End-of-Year Evaluation Summary
for the Superintendent
Gail Pletnick

**GOAL I: The Dysart U.S.D. will assess funding priorities by aligning school expenditures with the Strategic Plan.**

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.31</td>
<td>Assess the correlation of the guidelines to improve student academic achievement</td>
<td>2=completed</td>
</tr>
</tbody>
</table>

Completed report:

- Resource Plans required part of CIP to identify how staff are utilized to drive student achievement
- CIP Updates, GBA Study Sessions on Sept. 18, and Nov. 6, 2013, Jan. 22, Feb. 24, and Jun. 4, 2014
- IT Update, GBA Feb. 5, 2014 Item 11

Based upon the Board's acceptance of the information reported to the Governing Board related to accomplishments on established goals adopted by the Governing Board for the Superintendent for the 2013-14 school year, the Board reaches the following conclusion relative to the Superintendent's end-of-year performance:

___ The Superintendent accomplished at a satisfactory level the approved goals for the 2013-14 school year.

___ The Superintendent did not accomplish at a satisfactory level the approved goals for 2013-14 school year.

Date: ____________________________