AGENDA ITEM: *Recommendation to Approve the Intergovernmental Agreement Between Maricopa Community College District and Dysart Unified School District for the 2014-2015 School Year for College Enrollment of District Students Who Elect the Grand Canyon Diploma Option and Authorize the Superintendent to Sign the Agreement

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

EXECUTIVE SUMMARY:

Administration recommends Governing Board approval of the Intergovernmental Agreement with Maricopa Community College District to set forth the understanding of the Parties as to their respective responsibilities and rights in providing college enrollment to Dysart students who have elected the Grand Canyon Diploma option and choose to enroll at Maricopa Community College District schools pursuant to A.R.S. § 15-792.03(1).

Students enrolled in a participating high school may elect to pursue a Grand Canyon diploma. “Grand Canyon diploma" means a high school diploma that is offered to any student who demonstrates readiness for college level mathematics and English according to standards prescribed by interstate compact on board examination systems, who has passing grades on an additional set of required approved board examinations in core academic courses as determined by the state board of education. Students who elect to pursue a Grand Canyon diploma must participate in a board examination system that consists of internationally benchmarked instructional programs of study chosen by an interstate compact on board examination systems.

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

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the Intergovernmental Agreement Between Maricopa Community College District and Dysart Unified School District for the 2014-2015 school year for college enrollment of district students who elect the Grand Canyon Diploma option and authorize the Superintendent to sign the agreement.
INTERGOVERNMENTAL AGREEMENT 
BETWEEN 
MARICOPA COMMUNITY COLLEGE DISTRICT 
AND 
DYSART UNIFIED SCHOOL DISTRICT #89 
2014/2015 

This Intergovernmental Agreement ("Agreement") is entered into this 6th day of August, 2014 between MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT ("Community College District") and DYSART UNIFIED SCHOOL DISTRICT NO. 89 ("School District") (collectively "Parties"). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes ("A.R.S.") § 11-951.

BACKGROUND 

A. Community College District and School District are authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13), § 15-701.01(G), § 15-1444(B)(4), and § 15-182.01. Grant schools are authorized to participate in this Agreement under the Tribally Controlled Schools Act, 25 U.S.C. § 2501 et seq. This Agreement and its uses are mandated under A.R.S. § 15-1821.01(1).

B. Pursuant to A.R.S. § 15-792 et seq., students enrolled in a participating high school may elect to pursue a Grand Canyon diploma. As defined in statute, "Grand Canyon diploma" means a high school diploma that is offered to any student who demonstrates readiness for college level mathematics and English according to standards prescribed by an interstate compact on board examination systems, who has passing grades on an additional set of required approved board examinations in core academic courses as determined by the state board of education, including the arts, history and science, and who successfully completes a course in economics. Students are eligible for the Grand Canyon diploma and may be awarded it at the end of grade ten or during or at the end of grade eleven or twelve if the students meet certain criteria. Students who elect to pursue a Grand Canyon diploma must participate in a board examination system that consists of internationally benchmarked instructional programs of study chosen by an interstate compact on board examination systems.

C. Under the law authorizing the award of a Grand Canyon diploma, students have a number of education options to choose from both within and beyond high school. One of the options is for the student to elect to enroll in an Arizona community college in the next available fall semester upon earning the Grand Canyon diploma.

D. Pursuant to A.R.S. § 15-701.01, students who earn a Grand Canyon diploma are entitled to all the rights and privileges of persons who graduate with a high school diploma, including access to postsecondary scholarships and other forms of student financial aid and access to all forms of postsecondary education.

E. To implement its obligations under the law, Community College District wishes to facilitate the enrollment and support of students receiving the Grand Canyon diploma by collaborating with area high schools.

F. School District desires to assist Community College District to facilitate the enrollment and support of students receiving the Grand Canyon diploma who elect to do so by enrolling at a community college.

AGREEMENT 

In consideration of the mutual promises contained herein, the Parties agree as follows:

Prepared by the Center for the Future of Arizona June 4, 2014
1. PURPOSE. The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing college enrollment to School District students who have elected the Grand Diploma option and choose to enroll at Community College District pursuant to A.R.S. § 15-792.03(C)(1).

2. DEFINITIONS. The definitions of the term “Grand Canyon diploma” and other associated terms are based on A.R.S. § 15-792.03 et seq. For the purposes of this Agreement, “Students” will refer to high school students who qualified for a Grand Canyon diploma pursuant to A.R.S. § 15-792.03 et seq. For the purposes of this Agreement, “Full-time” will refer to students enrolled in at least twelve (12) units per semester. The “average daily membership amount” is based on the “base support level” defined in A.R.S. § 15-901(B)(4) and will not include additional assistance.

3. EFFECTIVE DATE AND TERM. This Agreement will be effective:
   A. After the governing boards of School District and Community College District have approved it; and
   B. On the date that authorized representatives of both Parties have signed it (“Effective Date”).

The term of this Agreement will be from the Effective Date through June 30, 2015 (“Term”).

4. FERPA. Community College District and School District will provide each other with access to the educational records of Students as necessary to carry out the terms of this Agreement, considering each an “other school official” with a legitimate educational interest in the records of students of the other Party. Each Party with access to the student records of the other Party will limit access to such records to employees who have legitimate interest and a need to know the substance of the particular record. At all times during the Term of this Agreement, both Parties will comply with Title 34, Part 99, Section 99.31 of the Code of Federal Regulations, the Family Educational Rights and Privacy Act of 1974, as amended (“FERPA”) regarding its access to the student records of the other party.

5. OBLIGATIONS OF COMMUNITY COLLEGE DISTRICT

   A. General Requirements
      i. Community College District will admit in each fall semester during the Term Students who have met the qualifications for the Grand Canyon diploma during the academic year as well as the other requirements for admission as set forth by Community College District that are applicable to all enrolling students. For the purposes of this Agreement, Students under the age of 18 will be considered a high school graduate pursuant to A.R.S. § 15-1805.01(B)(f).

      ii. Notwithstanding the provisions of A.R.S. § 15-1805.01(B)(2), Community College District will permit Student to enroll in the maximum number of credits per semester permitted by Community College District.

      iii. Community College District will determine residency status of Students for tuition purposes in accordance with A.R.S. § 15-1801 et seq.

      iv. Community College District will assign identification numbers to the Students that will correspond to or reference the Student Accountability Information System (SAIS) ID number assigned to Students. School District will provide Community College District with the SAIS ID number for each Student as provided in Section 6(A)(iii).

   B. Access to Classes
      i. Community College District will permit Student to take classes offered in one of the following formats:
1. at any of the colleges maintained by the Community College District
2. at satellite locations maintained by Community College District, including Student’s high school campus (as applicable);
3. via distance education as provided for by Community College District.

ii. As discussed in Section 5.E. below, Community College District will maintain records of Student enrollment in class by format and location.

iii. Nothing in this Agreement will prevent Community College District or its faculty from preventing Students from taking a course or courses toward a degree or certificate provided the action is taken in the Students’ best interests.

C. Recruitment and Orientation

i. Community College District will strive under this Agreement to maximize Students’ opportunity to be successful upon enrolling in post-secondary education, and recognizes that Students and parents may need additional information about the requirements and policies of community colleges.

ii. For a Student under the age of 18, Community College District will provide an orientation for Student and his or her family. This orientation will provide information regarding resources and tools for increasing academic success and persistence in a college-level course of study provided by Community College District.

iii. Community College District will provide to School District copies of any materials provided at these orientations for use by School District counselors in discussing college enrollment and success with students considering or planning on community college enrollment following qualification for the Grand Canyon diploma.

D. Policy and Procedures

i. Community College District will comply with all applicable procedures and requirements required under this Agreement as set out in applicable statutes.

E. Reporting and Tracking

i. School District must track enrollment for the purposes of reimbursing Community College District for operating and capital outlay expenses related to the Grand Canyon diploma. Therefore, Community College District will retain records of Student enrollment that will identify the format and location of classes taken under this Agreement.

ii. Community College District will provide a report to School District at the beginning of each semester in which a Student is enrolled (or a period equal to a semester) and following the Student’s academic withdrawal date resulting in a refund of tuition and fees. The report will contain the following fields:
   1. SAIS ID
   2. Student First Name
   3. Student Last Name
   4. Community College Name
   5. Semester Name
   6. Semester Year

Prepared by the Center for the Future of Arizona June 4, 2014
7. Enrollment Status
8. Credits Enrolled

iii. Community College District will provide a report to School District at the end of each semester with a count of the number of full-time equivalent students calculated as described in A.R.S. § 15-1466.01 et seq. Additionally, the report will contain the following fields:
   1. SAIS ID
   2. Student First Name
   3. Student Last Name
   4. Community College Name
   5. Semester Name
   6. Semester Year
   7. Enrollment Status
   8. Credits Enrolled

iv. Community College District will provide notification promptly to School District of Students no longer enrolled full time in Community College District pursuant to the policy and procedures of Community College District. Notification is to include the date Students became no longer enrolled full time in Community College District.

v. Community College District will provide notification promptly to School District of Students expelled or otherwise barred from enrollment or a course by Community College District pursuant to the policy and procedures of Community College District.

vi. All reports in this Section will be maintained by the Community College District for the purposes of review by Arizona state auditing staff for the duration required by Arizona law.

6. OBLIGATIONS OF SCHOOL DISTRICT

A. General Requirements

i. School District will provide Students with information regarding enrolling in community college as described in A.R.S. § 15-792.03(C)(1).

ii. School District will ensure that Students have satisfied the qualification requirements under A.R.S. § 15-792 and its associated subsections.

iii. School District will provide to Community College District the SAIS ID number for Students enrolling under this Agreement.

B. Recruitment and Orientation

i. School District will partner with Community College District to facilitate the transition of Students to community college by providing high school counselors training regarding the pathway described in A.R.S. § 15-792.03(C)(1).

ii. School District will inform Student of Student's obligation to pay tuition to Community College District.

C. Policy and Procedure
i. School District will ensure that each Student seeking enrollment in Community College District:

1. has met the requirements of qualification with scores as defined in A.R.S. § 15-792.02(B)(5)(c) and A.R.S. § 15-792.03(B);

2. is aware that the Student is subject to the laws, policies and procedures of Community College District applicable to enrolled students;

3. is aware of the requirements for determination of resident/nonresident tuition and associated fees and individual financial responsibility for these fees as defined in A.R.S. § 15-792.03(C)(1).

D. Reporting and Tracking

i. School District will be responsible for maintaining adequate data and information to allow it to conform to legislative requirements defined in A.R.S. § 15-792.03(C)(1).

ii. Upon receipt of the report described in Section 5.E(i)(2), School District will have no more than 10 days from receipt, to report discrepancies to Community College District.

7. MUTUAL AGREEMENTS

A. For the purpose of this Agreement, both School District and Community College District recognize that:

i. Students will be included in the average daily membership for purposes of School District funding as described in A.R.S. § 15-792.03(C)(1).

ii. Notwithstanding paragraph (i) above, Students enrolled at Community College District will be subject to the policies and procedures of Community College District.

iii. Students expelled or barred from continued enrollment at Community College District will no longer fall under the Agreement.

iv. For the purposes of financial remuneration, School District will comply with the distribution of average daily membership as specified in A.R.S. § 15-792.03.

v. For the term of this Agreement, School District and Community College District will mutually determine working procedures and methods that best facilitate this Agreement for the Term.

8. FINANCIAL PROVISIONS AND FORMAT FOR BILLING

A. Pursuant to A.R.S. § 15-792.03(C)(1), Community College District will receive financial remuneration for Students enrolled under this Agreement and reported on as discussed in 5.E of this Agreement.

i. For each Student enrolled under this Agreement, School District will pay twenty percent (20%) of its average daily membership amount for each student to Community College District.

ii. For those Students taking at least one (1) unit held on a community college campus counting towards enrollment, School District will reimburse Community College District for the amount of operating and capital outlay full-time student equivalency monies. This amount will be determined using A.R.S. § 15-792.03(C)(1), A.R.S. § 15-1464 et seq., and A.R.S. § 15-1466(C).
iii. Notwithstanding 5.F(iii) of this Agreement, School District will not be responsible for operating and capital outlay full-time student equivalency monies in such years when these monies are not made available by the State Legislature.

iv. These monies will be provided to Community College District no later than the start of the subsequent fall semester provided that adequate information is received as described in 5.E(iii) of this Agreement and funds from Arizona Department of Education have been released to School District.

B. Students will be responsible for payment of tuition to Community College District.

i. If School District elects to use funds provided through Average Daily Membership (ADM) to create a scholarship for students pursuant to A.R.S. § 15-792.03(C)(1), School District will be responsible for determining the process by which scholarship funds to be distributed. Students will remain responsible for the whole cost of tuition at time of billing.

C. Ten (10) days after signing this agreement, School District and Community College District will create a mutually agreed upon billing format. This billing format will be incorporated into this Agreement as an Exhibit upon completion.

9. CONTINUATION OF AGREEMENT. Both parties are obligated only to pay its obligations set forth in the agreement as may lawfully be made from funds appropriated and budgeted for that purpose during party's then current fiscal year. Both parties' obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative decision of the parties concerning budgeted purposes and appropriation of funds. Should either party elect not to appropriate and budget funds to pay its obligations, this Agreement shall be deemed terminated at the end of the then current fiscal year term for which such funds were appropriated and budgeted for such purpose and the applicable party shall be relieved of any subsequent obligation under this Agreement. The parties agree that the neither party has any obligation or duty of good faith to budget or appropriate the payment of party's obligations set forth in the Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The relevant party shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. Each party shall keep the other informed as to the availability of funds for this Agreement. The obligation of either party to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the party. Each party hereby waives any and all rights to bring any claim against the other from or relating in any way to either party's termination of this Agreement pursuant to this paragraph.

10. RECORDS. All accounts, reports, files and other records relating to this Agreement will be kept for a minimum of five (5) years after termination of this Agreement and will be open to reasonable inspection and audit by the other party during that period. Audits may be conducted, at a time mutually agreed upon by the parties, by any appropriate political subdivision or agency of the State of Arizona or by representatives of the Comptroller General of the United States or the Secretary of Education when required by applicable federal regulations.

11. CONFIDENTIALITY. All written student records will be kept confidential in accordance with the Family Rights and Privacy Act (20 USC 1232(g)) ("FERPA") and regulations adopted pursuant to FERPA, the Individuals with Disabilities Education Act ("IDEA") and regulations adopted thereunder, and applicable state laws and school board policies controlling the disclosure of personally identifiable information from a student's education records.

12. TERMINATION/DISPOSITION OF PROPERTY.

A. Termination. Either Party may terminate this Agreement for any reason following written notice to the other Party of intent to terminate delivered not less than ninety (90) days prior to the intended date of
termination. Except as provided in this section 12, termination will only be effective at the end of the academic year.

B. **Risk to Health or Safety.** If either Party has reason to suspect that any activities undertaken pursuant to this Agreement present a risk to the health or safety of students or is contrary to the Party's mission or operations, that Party may request that a meeting between the Parties be convened within 48 hours and promptly confirm the meeting in writing. In such circumstances, the Parties to this Agreement will attempt to reconcile differences within five (5) working days of such meeting. If reconciliation is not achieved within the five (5) day period, this Agreement will automatically terminate.

C. **No Relief from Obligations.** Termination will not relieve either Party from its obligation to pay those fees required by legislation as described under this Agreement, unless termination is exercised pursuant to Paragraph 9.

D. **Disposition of Property.** The Parties do not contemplate joint acquisition of any property pursuant to this Agreement. Upon termination of this Agreement, equipment furnished or purchased by Community College District for the program will be retained by Community College District, and equipment furnished or purchased by School District for the program will be retained by School District.

13. **RESPONSIBILITY.**

A. **Conduct of Operations.** Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and the actions of its own personnel while performing services under this Agreement, and each party will be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers’ compensation, and disability benefits.

B. **Indemnification.** Each Party, to the greatest extent legally permissible, will indemnify, defend, and hold harmless the other Party from any liability resulting from the negligence, intentionally tortious, or willful misconduct of the indemnifying Party's employees, officers, students, and agents.

14. **CANCELLATION FOR CONFLICT OF INTEREST.** This Agreement may be canceled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

15. **NON-ASSIGNABILITY.** Neither Party may assign any right or delegate a duty or responsibility under this Agreement without the prior written consent of the other Party.

16. **COMPLIANCE WITH NON-DISCRIMINATION LAWS.** To the extent applicable, the Parties will comply with all College policies and State and Federal laws and regulations which prohibit discrimination against any person based on race, religion, handicap, color, age, sex, sexual orientation, political affiliation or national origin, and the Parties will prohibit discrimination in the employment or advancement in employment of a qualified person because of physical or mental disability including all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213).

17. **RIGHTS/OBLIGATIONS OF PARTIES ONLY.** The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein will create any rights or duties in favor of any potential third Party beneficiary or other person, agency or organization.

18. **ENTIRE AGREEMENT.** This Agreement, and its attachments as noted herein, constitutes the entire agreement between the Parties, and, except as previously noted, all prior or contemporaneous oral or written agreements are superseded by this Agreement. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement will be made in writing and signed by the Parties to this Agreement.

Prepared by the Center for the Future of Arizona June 4, 2014
19. INVALIDITY OF PART OF THE AGREEMENT. If any part of this Agreement is held to be illegal, invalid, or void by a court of competent jurisdiction, the remainder of this Agreement will remain in full force and effect with those offending portions omitted.

20. GOVERNING LAW. This Agreement will be construed under the laws of the State of Arizona and will incorporate by reference all laws governing intergovernmental agreements and mandatory contract provisions of state agencies required by statute or executive order. All statutes and regulations referenced in this Agreement are incorporated herein as if fully stated in their entirety in the Agreement. Each Party agrees to comply with and be responsible for the provisions, the statutes, and the regulations set out in this Agreement.

21. NOTICE. All notices, requests for payment, or other correspondence between the Parties regarding this Agreement will be mailed United States postage prepaid or delivered personally to the respective parties at the following addresses:

If to Community College District:
Maricopa Community Colleges
Office of General Counsel
2411 West 14th Street
Tempe, Arizona 85281-6942
Attn: Margaret E. McConnell,
Assistant General Counsel

and to:

Center for the Future of Arizona (CFA)
541 East Van Buren, Suite B-5
Phoenix, Arizona 85004
Attn: Breanne Bushu

If to School District:
Dysart Unified School District #89
15802 N. Parkview Place
Surprise, Arizona 85374
Attn: Gail Pletnick, Superintendent

LEGAL WORKER REQUIREMENTS. To the extent applicable under Arizona Revised Statutes§ 41-4401, each party may not award a contract to any contractor who fails, or whose subcontractors fail, to verify the employment eligibility through the e-verify program of any employee it hires, and who does not comply with federal immigration laws and regulations relating to their employees. As mandated by Arizona Revised Statutes § 41-4401, this provision provides notice of those requirements.
IN WITNESS WHEREOF, the Parties have executed this Agreement on this ___ day of __________________ 2014.

COLLEGE

______________________________
By: Margaret E. McConnell, Assistant General Counsel

______________________________
Date

SCHOOL DISTRICT

______________________________
By: Gail Pletnick, Superintendent

______________________________
Date

Attorney Approval: This Agreement has been reviewed pursuant to A.R.S. §11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of Arizona to the Governing Board of the College.

______________________________
By: Legal Counsel for College

Attorney Approval: This Agreement has been reviewed pursuant to A.R.S. §11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of Arizona to the Governing Board of the School District.

______________________________
By: Legal Counsel for School District
AGENDA ITEM: *Approval of the Terms of Sale Agreement with Mango Languages and Authorization to Pilot Online Instructional Materials for World Languages at Marley Park Elementary, Countryside Elementary, Luke Elementary and Gifted Services

EXECUTIVE SUMMARY:

Administration would like to recommend the pilot of online instructional materials from Mango Languages. Cambridge students at Marley Park Elementary grades 6-8 and Cambridge students at Countryside Elementary grades 6-7 will participate in the Mango Languages Pilot as well as students participating in global education studies at Luke Elementary and students receiving gifted services who are identified as having an interest in online language learning. Mango Language is an online language learning resource that provides unlimited access to learning materials for over 60 languages. The program is web based and accessible from school or home. The pilot will be evaluated to see if the program meets the needs of middle school language learners for world language education as well as students receiving gifted services for independent study.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the Terms of Sale Agreement with Mango Languages and authorize the pilot of online instructional materials for World Languages at Marley Park Elementary, Countryside Elementary, Luke Elementary and Gifted Services.
Mango Languages Library Premium Edition Terms of Sale

These Terms of Sale (this "Agreement") are made and entered into as of August 7, 2014, between Dysart Unified School District ("Library") and Creative Empire, LLC, dba Mango Languages, a Michigan limited liability company ("Mango").

1. SERVICES; TERM. Subject to the satisfaction of the terms and conditions of this Agreement, Mango shall provide Library certain services identified as Library Premium Edition including any new languages, courses or updates to Mango Library Edition made from time to time (collectively, "Services"). The term of this Agreement shall commence on August 7, 2014 and end on June 30, 2015 (the "Initial Term").

2. PAYMENT. Library shall pay Mango $3,750 for the Services (the "Payment Amount"). Library shall pay Mango the Payment Amount within 30 days of Library's receipt or initial use of the Services. The Payment Amount shall be payable by check, wire transfer, or other immediately available funds.

3. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SERVICES AND SERVICES PURCHASED BY LIBRARY FROM MANGO ARE PROVIDED "AS IS". MANGO DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. To the maximum extent permitted by applicable law, neither Mango nor its licensors or distributors shall be liable to the Library for any lost profits, cost of substitute goods or services, or any form of indirect, special, incidental, consequential or punitive damages from any causes of action arising with respect to the Services that Library purchases from Mango, whether arising in tort (including negligence), contract, strict liability or otherwise, whether or not such party has been advised of the possibility of such damage. In no event shall Mango's aggregate liability under this Agreement exceed the amount actually paid by Library for the applicable Services.

4. WEB-SITE/SOFTWARE ACCESS. To the extent that any Services are accessed through Mango's website ("Website") or software programs (collectively "Website"), Mango hereby grants the Library's Authorized Users a limited license to access and make use of such Services. *Authorized Users* means users who are registered borrowers of the Library, those that are walk-ins, and those who are remote users accessing the Services through the Library's website. Library will make reasonable efforts to protect Mango's proprietary information (including but not limited to Mango's intellectual property and other similar Content (as defined below)), and will promptly notify Mango if Library discovers there is unauthorized use of Mango's Services and will cooperate with Mango to mediate the situation.

5. WEB-SITE LICENSE AND CONDITIONS. As a condition of the Website license granted in paragraph 4 above, Library agrees:

   a. not to download or modify any part of the Website, except with the express and prior written consent of Mango;
   b. not to download or copy any account information for the benefit of another merchant;
   c. not to resell or make any commercial use of the Website or its Content;
   d. not to reproduce, duplicate, copy, sell, resell or otherwise exploit the Website for any commercial purpose without the express written consent of Mango;
   e. not to make any derivative use of the Website or its Content;
   f. not to frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Mango except for the purposes of this Agreement and for promoting the Services;
   g. not to use any meta tags or any other "hidden text" utilizing the Mango name or trademarks without the express written consent of Mango;
   h. While Mango attempts to insure that its Website is normally available 24 hours a day, Mango shall not be liable if for any reason its Website is unavailable at any time or for any period; provided however, that Mango shall use its best efforts to provide adequate capacity and bandwidth to support the Library's needs and provide service on a 24 hour basis except for routine maintenance (for which the Library is pre-notified). In the event that Mango fails to provide such service for five days within a 30 day period, Mango shall provide a pro rata refund for the 30 day period in question;
   i. Access to Mango's Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond Mango's control;
Mango Languages Library Premium Edition Terms of Sale

j. Certain Content, including without limitation Mango Premiere Library Edition, may be owned by Mango and/or its licensors. Library therefore acknowledges and agrees that such Content may be added, removed or unavailable from time to time during the Initial Term or any Successor Term (the "Unavailability"), and such Unavailability shall not be deemed breach of this agreement by Mango.

k. Neither the Library nor any of its Authorized Users shall show any Content, including without limitation any video clips or movies which are included in the Contents, to any public group or other third parties who are not Authorized Users; and

l. Any rights not expressly granted in these terms are reserved.

6. INDEMNIFICATION. To the extent permitted by law, each Party to this Agreement shall indemnify the other, its officers, employees and representatives, against any and all liability, costs, damages, claims or demands including reasonable legal fees and expenses arising out of the negligent or willful act of the indemnifying Party, its agents or employees regarding duties and responsibilities pursuant to this agreement.

7. SUPPORT. Mango shall support the Library by responding to emails and phone calls from the Library. Mango shall make reasonable efforts to respond to all customer support issues during normal business days between the hours of 9 a.m. and 5 p.m. Eastern Standard Time, Monday through Friday.

8. UPDATES. Mango shall from time to time update its online software and language lesson Content. The Library shall only receive updates to the Mango Library Edition, and any changes or enhancements to Mango’s “consumer edition” and/or other editions will not necessarily be made to the Library Edition.

9. ACCESS. Mango intends to provide Authorized Users unlimited access to the Mango Library Edition. In the event that the Library’s Authorized Users exceed what Mango deems reasonable usage during the term of this Agreement (i.e., Mango determines that usage of the Website and Services is being excessively abused by a particular user id and password), Mango shall assume that either the number of cardholders in the Library was grossly underestimated or there is piracy of Mango’s service from outside sources. Under such circumstances, Mango reserves the right to restrict or limit access to the Services. In the event of such circumstances, Mango shall make every effort to provide notice to and cooperate with Library prior to Mango’s restriction or limitation of access to its Website and Services.

10. INTELLECTUAL PROPERTY. All materials on the Mango Website or Services, including without limitation, text, images, logo, software, Audio Content and video clips, databases, e-mails, and posted comments and reviews (collectively, the “Content”) are owned or controlled by Mango and/or its licensors, who retain all right, title, and interest in and to the Content. The Website and Content are protected by the copyright and trademark laws of the United States and other countries, international conventions, and other applicable laws. Library shall use all reasonable efforts to ensure that all Authorized Users are appropriately notified of the importance of respecting Mango’s intellectual property rights.

11. LICENSE OF LIBRARY’S TRADEMARKS. Library agrees to grant Mango a non-exclusive, non-transferable, royalty-free, right and license, solely during the Initial or any Successor Terms of the Agreement, to reproduce, display, and otherwise use the trademarks, service marks, logos, and trade names of Library solely in connection with the advertising and promotion of Mango’s language learning business.

12. APPLICABLE LAW; JURISDICTION. 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.

13. FORCE MAJEURE. Neither party hereto shall be deemed in default of this Agreement to the extent that performance of its obligations under this Agreement (other than any payment obligations) are delayed or prevented solely by supervening conditions beyond a party’s reasonable control, including without limitation natural disasters, war, terrorism, strikes, power outages, internet connectivity outages, labor disputes, and government demands or requirements (each, a “Force Majeure”), provided that such party...
Mango Languages Library Premium Edition Terms of Sale

gives the other party written notice thereof within fifteen (15) days of its discovery of a Force Majeure that prevents the performance of its obligations under this Agreement (other than any payment obligations). The time for performance shall be extended for a period equal to the duration of the Force Majeure, not to exceed six (6) months.

14. TAXES. All prices for the Services and other amounts in this Agreement are exclusive of any applicable customs, duties, assessments, fees and taxes, including any applicable value added or any other sales taxes (collectively, "Taxes"). Library shall be responsible for payment of any and all applicable Taxes to the extent required under applicable law.

15. 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.

16. 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 96-4) (dated January 29, 1999), as may be amended from time to time.

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

18. 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.

19. GENERAL. This Agreement constitutes the entire agreement between Mango and the Library regarding the subject matter hereof, supersedes all prior or contemporaneous agreements, understandings or negotiations between Mango and the Library, whether written or oral, regarding the subject matter hereof, and may be amended, modified or waived only by a writing signed by Mango and Library. The parties hereto represent and warrant to the other party that they each have the right, power, and authority to enter into and fully perform their obligations under this Agreement and have obtained all necessary licenses, permissions, and consents to fulfill their respective obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, but only Mango may assign any of its rights or obligations under this Agreement. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event that any provision of this Agreement shall be held to be void or unenforceable by any competent court or tribunal, the remaining provisions of this Agreement shall continue in full force and effect. No failure or delay by Mango in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right or power hereunder. This Agreement may be executed in counterparts (including counterparts delivered via facsimile or other electronic transmission), each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Library: Dysart Unified School District

By: __________________________
Name: Stephen Poling
Title: Assistant Superintendent

Mango: Creative Empire, LLC, dba Mango Languages

By: _________________________
Name: _______________________
Title: Authorized representative

IT

Name: Michelle Benham
Phone: 623-876-7000
Email: michelle.benham@dysart.org

Accounts Payable

Name: Accounts Payable
Phone: 623-876-7000
Email: accounts payable@dysart.org
AGENDA ITEM: *Recommendation to Approve the Grant Agreement Between The National Center on Education and the Economy (NCEE) and Dysart Unified School District for the Move on When Ready/Grand Canyon Diploma Program and Authorize the Assistant Superintendent to Sign the Agreement

EXECUTIVE SUMMARY:

Administration recommends Governing Board approval of the Grant Agreement with The National Center on Education and the Economy (NCEE) for a Transition to a Proficiency-Based Model, Implementation of Excellence for All. The NCEE is the national partner for Arizona's Move on When Ready/Grand Canyon Diploma Program. The purpose of the grant is to help support students in growth and in efforts of personalized, competency based learning. The goal is for each student to graduate demonstrating College and Career Readiness in English and Math through the Cambridge Exam System. The grant will support teacher professional development and student exam fees.

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

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the Grant Agreement between The National Center on Education and the Economy (NCEE) and Dysart Unified School District for the Move on When Ready/Grand Canyon Diploma Program and Authorize the Assistant Superintendent to Sign the Agreement.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM: 3
THE NATIONAL CENTER ON EDUCATION AND THE ECONOMY

GRANT AGREEMENT with the Dysart Unified School District

August 6, 2014

1. Parties. This Grant Agreement (this “Agreement”) by and between The National Center on Education and the Economy (“NCEE”) and the Dysart Unified School District (“Dysart”) for a Transition to a Proficiency-Based Model, Implementation of Excellence for All (the “Project”) is entered into as of the date first written above. The grant period is August 6, 2014 to May 31, 2017, with up to $99,796.00 being allocated for the duration of the project, as outlined in the budget section of Dysart’s proposal. The total grant amount for the Project shall not exceed $99,796.00.

2. Use of grant funds. Grant funds may be used only for the Project. Any grant funds unexpended or uncommitted at the end of the grant period must be promptly returned to NCEE. Any budget cost category changes over 10% must be approved in writing by NCEE. Dysart may not use grant funds to reimburse any expenses that occur before the start date of the grant.

3. Political campaign/lobbying activities. Grant funds may not be used to influence the outcome of any election for public office or carry on any voter registration drive. This grant is not in any way earmarked to support lobbying activities or otherwise support attempts to influence local, state, federal or foreign legislation. Dysart certifies, and the budget accurately reflects, that the amount of the grant funds does not exceed the portion of the budget allocated for non-lobbying activities. Dysart will comply with applicable state lobbying, gift and ethics requirements and obtain the written consent of NCEE prior to using the grant funds for activities requiring lobbying registration or reporting under applicable state law.

4. Payments and reports. The table below shows the timetable for payments and reporting. On the dates outlined in the table below, NCEE requires that Dysart provide financial reports on the use of grant funds. Payments will be delayed if (1) Dysart fails to submit satisfactory and timely financial reports on this grant or (2) submitted reports on this grant indicate a substantial unexpended balance of grant funds at hand.
<table>
<thead>
<tr>
<th>Anticipated Payment Date</th>
<th>Payment Amount</th>
<th>Milestone or deliverable</th>
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<tbody>
<tr>
<td>August 31, 2014</td>
<td>$11,616</td>
<td>Signed Grant Agreement, Documentation of funding used for attending Cambridge Training</td>
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<tr>
<td>February 1, 2015</td>
<td>$4,180</td>
<td>Documentation of funding used for substitute teachers so that regular teachers can attend January NCEE Training</td>
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<tr>
<td>January/February 2015</td>
<td>Up to $84,000</td>
<td>Payable once an order form for exams is submitted to NCEE for Cambridge IGCSE exams</td>
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<tr>
<td>June 30, 2017</td>
<td></td>
<td>Final financial report due</td>
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</table>

5. Record Maintenance and Inspection. NCEE requires that you maintain adequate records for the Project to enable NCEE to easily determine how grant funds were expended. Dysart’s financial books and records must be made available to NCEE or its designee to permit monitoring or an evaluation of the Project.

6. Termination. NCEE has the right at its discretion to terminate or suspend the grant or withhold payment if (a) NCEE is not reasonably satisfied with Dysart’s progress on the Project; or (b) significant leadership changes occur that NCEE thinks might impact the Project’s success; or (c) Dysart fails to comply with any term or condition of this Agreement. Upon termination, Dysart agrees to promptly return to NCEE any unspent funds (including funds for non-cancellable commitments) previously distributed to Dysart by NCEE.

7. Assignment. Dysart shall not delegate the performance nor assign any of Dysart’s rights or obligations under this Agreement to another party.

8. Entire Agreement, Severability and Amendment. This Agreement sets forth the entire agreement between the parties and supersedes any prior oral or written agreements or communications between the parties regarding its subject matter.
The provisions of this Agreement are severable so that if any provision is found to be invalid, illegal or unenforceable, such finding shall not affect the validity, construction or enforceability of any remaining provision. There shall be no modification or amendment to this Agreement, except as mutually agreed to in writing and executed with the same formalities as this instrument.

9. Indemnification. Dysart shall defend, save, hold harmless, and indemnify NCEE and its shareholders, directors, officers, employees, affiliates, students and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Dysart or its officers, employees, subcontractors, students or agents under this Agreement.

10. Governing Law. Should any disputes arise under this Agreement, the terms hereof shall be interpreted in accordance with the laws of the District of Columbia.

11. Relationship of the Parties. This Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the parties.

**********

IN WITNESS WHEREOF, the parties by the duly authorized representatives have caused this agreement to be executed as of the date first written above.

| National Center on Education | Dysart Unified School District |

NCEE/Dysart/NCEE #0004
<table>
<thead>
<tr>
<th></th>
<th>By:</th>
<th>By:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Signature</strong></td>
<td></td>
<td><strong>Signature</strong></td>
</tr>
<tr>
<td><strong>Date:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Name:</strong></td>
<td>Jason S. Dougal</td>
<td>Stephen Poling</td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td>2121 K Street NW, Suite 700 Washington, D C 20037</td>
<td>15802 N. Parkview Place Surprise, AZ 85374</td>
</tr>
<tr>
<td><strong>Title:</strong></td>
<td>Chief Operating Officer</td>
<td>Assistant Superintendent</td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td>(202) 378-2212 Main</td>
<td>623-876-7013</td>
</tr>
<tr>
<td></td>
<td>(202) 378-2127 Contracts Office</td>
<td></td>
</tr>
<tr>
<td><strong>Fax:</strong></td>
<td>(202) 293-1560</td>
<td>623-876-4042</td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><a href="mailto:wcharles@ncee.org">wcharles@ncee.org</a></td>
<td><a href="mailto:stephen.poling@dysart.org">stephen.poling@dysart.org</a></td>
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<tr>
<td><strong>Tax ID#</strong></td>
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<td>86-6000520</td>
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**AGENDA ITEM:** *Selection of Stifel, Nicolaus & Co., Inc., under SAVE Contract #C-007-1213 as Financial Advisor for Potential Issuance of Refunding Bonds*

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

**EXECUTIVE SUMMARY:**

It is recommended the Governing Board approve the selection of Stifel, Nicolaus & Co., Inc., for financial advisor and associated services for the potential issuance of one or more series of refunding bonds this 2014-2015 fiscal year pursuant to the SAVE Contract #C-007-1213, Investment Banking Services (Crane Elementary School District No. 13).

As Financial Advisor to Dysart Unified School District, Stifel will represent our interest in the complex transaction with rating agencies, insurance companies, and underwriters. They will recommend the type of sale, structure, which bonds to refinance, timing of a sale, and provide evaluation and recommendation for acceptance of any offer to purchase the refunding bonds.

The Financial Advisor is required to represent Dysart Unified School District in the transaction without any benefit beyond the fee that will be earned.

The SAVE cooperative contract was issued to establish qualifications and fee schedules for investment banking transactions.

**BOARD ACTION REQUESTED:**

It is recommended the Governing Board approve Stifel, Nicolaus & Co., Inc., under SAVE Contract #C-007-1213 as Financial Advisor for potential issuance of Refunding Bonds.

---

**SUBMITTED BY:** [Signature]  **SUPERINTENDENT:** [Signature]  
**ACTION BY BOARD:** Motion: _____ Second: _____ Vote: _____  **AGENDA ITEM:** 4
AGENDA ITEM: *Recommendation to Approve Personnel Action Items for the Period of July 16, 2014 Through August 6, 2014

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 July 16, 2014 through August 6, 2014 as presented.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

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

**ADMINISTRATIVE STAFF**

<table>
<thead>
<tr>
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<th>ASSIGNMENT</th>
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<tbody>
<tr>
<td>Jewett, Sharla</td>
<td>Interim High School Transition Coordinator</td>
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<tr>
<td>Wolfe-Baumann, Francie</td>
<td>Accounting Coordinator</td>
</tr>
</tbody>
</table>

**CERTIFIED STAFF**

<table>
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<tr>
<th>NAME</th>
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<tbody>
<tr>
<td>Angarella, Cindy</td>
<td>Teacher</td>
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<tr>
<td>Ard, Brittony</td>
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<tr>
<td>Baune, Andrea</td>
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<td>Benton, Joseph</td>
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<td>Brook, Daniel</td>
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<td>Bruss, Brenden</td>
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<td>Carranza, Mayra</td>
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<tr>
<td>Edic, Catherine</td>
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<tr>
<td>Fajardo, Crystal</td>
<td>School Psychologist</td>
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<tr>
<td>Gomez, Maria</td>
<td>Teacher</td>
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<tr>
<td>Gutierrez, Sonia</td>
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<tr>
<td>Hill, Brandalyn</td>
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<tr>
<td>Jansen-Molett, Sarah</td>
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<tr>
<td>LaPlant, Quentin</td>
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<tr>
<td>Lessard, Kaylene</td>
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<td>Linster, Blaine</td>
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<td>Lizano, Jared</td>
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<td>Mays, Joshua</td>
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<td>McCartney, Ryan</td>
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<td>McCulloch, Mathew</td>
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<td>McKeever-Martin, Lora</td>
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<td>Miller, James</td>
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<td>Monje, Jr., Arturo</td>
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<td>Mullins, Jaime</td>
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<tr>
<td>Netzer, Travis</td>
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<tr>
<td>Nicosia, Mary</td>
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<tr>
<td>Okezie, Michael</td>
<td>Teacher</td>
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<tr>
<td>Peterson, Joni</td>
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<tr>
<td>Prince, Markelle</td>
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<tr>
<td>Regalado, Anamaria</td>
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<tr>
<td>Rice, Kendra</td>
<td>Teacher</td>
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<tr>
<td>Robertson, Jayson</td>
<td>Counselor</td>
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</table>
August 6, 2014 Governing Board Meeting

<table>
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<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Sabye, Gennifer</td>
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<td>Savittieri, Karen</td>
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<tr>
<td>Simpson, Kyle</td>
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<td>Sneed, Gennifer</td>
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<tr>
<td>Standlee, Valerie</td>
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<tr>
<td>Torres, Manuel</td>
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<tr>
<td>Waters, Linda</td>
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<td>Webster, Kathleen</td>
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<td>Whynott, Stephen</td>
<td>Teacher</td>
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<tr>
<td>Young, Robin</td>
<td>Teacher</td>
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</table>

**CLASSIFIED STAFF**

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
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</thead>
<tbody>
<tr>
<td>Alvarado, Andrew</td>
<td>SPED Bus Aide</td>
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<tr>
<td>Bosivert, Julie</td>
<td>Crossing Guard</td>
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<tr>
<td>Cassano, Maria Hilaria</td>
<td>SPED Bus Aide</td>
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<tr>
<td>Connealy, Esther</td>
<td>SPED Preschool Paraprofessional</td>
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<tr>
<td>Danovich, Milissa</td>
<td>SPED Paraprofessional</td>
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<tr>
<td>Dominey, Susan</td>
<td>SPED Bus Aide</td>
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<tr>
<td>Drwencke, Nicholas</td>
<td>Skilled Maintenance</td>
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<td>Edmondson, Jessica</td>
<td>Health Service Assistant</td>
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<td>Flicek, Nancy</td>
<td>SPED Paraprofessional</td>
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<td>Hay, Alexandria</td>
<td>SPED Bus Aide</td>
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<td>Holland, Rochelle</td>
<td>Child Care Aide</td>
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<tr>
<td>Katena, Holli</td>
<td>Accounting Technician</td>
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<td>Katrades, Nancy</td>
<td>SPED Bus Aide</td>
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<td>Litwin, Joshua</td>
<td>SPED Bus Aide</td>
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<tr>
<td>Lyttle, Juliet</td>
<td>SPED Paraprofessional</td>
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<td>McClaren, Christie</td>
<td>Accountant</td>
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<td>McCollum, Connie</td>
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<td>Moser, Kristen</td>
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<td>Security Guard</td>
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<td>Nolan, Sherry</td>
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<td>Nunez, Rachelle</td>
<td>Assistant Child Care Facilitator</td>
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<td>Perez, Jacqueline</td>
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<td>Rios, Anna Marie</td>
<td>SPED Bus Aide</td>
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<tr>
<td>Saenz-Adams, Esperanza</td>
<td>School Monitor</td>
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<td>Thorn, Jessica</td>
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<td>School Aide</td>
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<td>Truncellito, Jenny</td>
<td>Health Services Assistant</td>
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<td>Uleski, Anna</td>
<td>Crossing Guard</td>
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<td>Wilhelm, Arielle</td>
<td>SPED Paraprofessional</td>
</tr>
</tbody>
</table>
August 6, 2014 Governing Board Meeting

| Williams, Vanessa | SPED Bus Aide |

**SUBSTITUTE TEACHERS**

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

- Barnhurst, Cherish
- Brazeau, Deborah
- Brown, Vera
- Clark, Jo Ann
- Densford, Sharon
- Gilbreath, Keely
- Gonzales, Carlos
- Gowans, Amanda
- Grant, Casey
- Hanka, Jonathan
- Rodrigo, Ashley
- Shahenian, Amy
- Shirkey, Donnie
- Tellefsen, Stephanie
- Warrum, Linda
- Yonamine, Rebecca

**CLASSIFIED SUBSTITUTE STAFF**

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

- Boisvert, Julie
- Ferrier, Brian
- Gibson, Kandi
- Hayes, Tracy
- Mendoza-Pridgen, Melinda
- Owens, Sherry
- Parker, Marji
- Perez, Leticia
- Suwyn, Robyn
- VanHorn, Stacey

**CHANGE IN FTE**

<table>
<thead>
<tr>
<th>NAME</th>
<th>OLD FTE</th>
<th>NEW FTE</th>
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<tbody>
<tr>
<td>Fischer, Yelena</td>
<td>.75</td>
<td>.875</td>
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<td>Plemons, Laura</td>
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<tr>
<td>Thomas, Lataisha</td>
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<td>.750</td>
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**REQUEST FOR LEAVE OF ABSENCE WITHOUT PAY**

**CERTIFIED STAFF**

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<th>DATES</th>
<th>ASSIGNMENT</th>
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<tr>
<td>Kelly, Jennifer</td>
<td>08/01/2014 – 05/22/2015</td>
<td>Teacher SPED Lead</td>
</tr>
<tr>
<td>Kimmel, Kasi</td>
<td>08/01/2014 – 05/22/2015</td>
<td>Teacher SPED Resource</td>
</tr>
<tr>
<td>Vladimirova, Antonia</td>
<td>08/01/2014 – 05/22/2015</td>
<td>Teacher</td>
</tr>
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**RESIGNATION**

**CERTIFIED STAFF**

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<th>REASON</th>
<th>EFFECTIVE</th>
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<tbody>
<tr>
<td>Fleming, Aimee</td>
<td>Professional Advancement/ Administration Supports Waiver of Liquidated Damages</td>
<td>08/06/2014</td>
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<tr>
<td>Loyd, Ericka</td>
<td>Personal/Administration Supports Waiver of Liquidated Damages</td>
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<tr>
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<tr>
<td>Van Deusen, Andrea</td>
<td>Mutually Agreed/ Administration Supports Waiver of Liquidated Damages</td>
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### SUBSTITUTE TEACHER

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<tr>
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### CLASSIFIED STAFF

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<tr>
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### CLASSIFIED SUBSTITUTE

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TERMINATION

CLASSIFIED STAFF

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SUPPLEMENTAL COMPENSATION

Staff will be paid for Orientation Hours.

Abrahamsen, Arnold
Adragna, John
Anderlohr, Mary
Barillas, Carlos
Beas, Carmen
Bejinez, Maria
Belser, Carolyn
Benson, James
Bernier, Dave
Bone, Mark
Booth, Warren
Bradley-Soliz, Patricia
Breit, Andrew
Breit, Darlene
Brockman, Troy
Broich, Justin
Brown, Elaine
Buckner, James
Calzada, Gabriel
Cano, Elvira
Carranza, Teresa
Caywood, Susan
Chalfen, Richard
China, Paola
Cimbrara, Rebecca
Cole, Bussona
Contreras, Maricruz
Conway, Thomas
Cook, Jessie
Craft, Herbert
Crawford, Al
Crosno, Allen
Cruz, Victor
Daniels-Burns, Lonnie
DeWitt, Grace
Delvecchio, Judy
Dewitt, Hannah
Dircio, Lizeth
Entorf, Mary
Espejo, Albert
Espejo, Gloria
Esquivel, Maria
Everett, Rebecca
Ewaskewich, Arleen
Figueroa, Hector
Finch, Tamika
Fitzgerald, Saudra
Flynn, Debra
Fontanez, Luz
Fortner, Larry
Galgos, Elvira
Gallo, Janell
Gary, Alicia
Gluyas, Chaveewan
Gluyas, Richard
Gonzales, Diana
Gonzalez, Cynthia
Goulet, Sandra
Griffith, Lacey
Groom, Gina
Guerrero, Angela
Haines, Tammi
Hall, Antwaun
Harrington, Nichol
Harris, James
Hattar, Mischleen
Higuera, Susan
Holland, Jamee
Howard, Rose
Huff, Shawn
Ivy, Donna
Jacobs, James
Janssen, Karen
Jess, Rhonda
Johnson, Linda
Johnson, Patricia Ann
Jones, Benny
Juarez, Richard
Judd, Vickie
Kaylor, John
Kidd, Yolinda
King, Brianna
King, Diana
King, John
Kish, Robert
Konen, Charles
Kottmann, Ute
LaTerra, Russell
Lam, Chi Pan
Latschar, Jerry
Laycook, Candace
Litwin, Doris
Lopez, Maria
Macias, Lupe
Magallanes, Miriam
Maloney, Claudia
Martinez, Agustin Aguilar
Matta, Gloria
McCoy, Jay
McGauhey, Rad
Mendoza, Edgar
Mendoza, Jocelyne
Mendoza, Susan
Merlos, Melvin
Merriman, Gwen
Montano, Patricio
Moore, Frank
Moser, Benjamin
Moses, Ernilda
Muench, Ronny
Muller, Cynthia
Munster, John
Nelson, Toni
Noahr, Leo
Staff will be paid through Grants per MOU for Staff Development.

Affonso, Valerie  Gilligan, Jessica  Olachea, Alba
Angel, Maxine  Harmon, Jennifer  Palik, Susan
Anonsen, Patricia  Hill, Krista  Ptaszynski, Emily
Aveary-Gladney, Brenda  Holliday, John  Roum, Amanda
Babbitt, Jason  Horstman, Lydia  Scaife, Lisabeth
Ballew, Meredith  Jensen, Jillian  Skeldon, Kelly
Bernheimer, Imelda  Kahler, Tracy  Smith, Angela
Bianchi, Andrea  Kaiser, Sheila  Smith, Jennifer
Bingham, Julie  Kardos, Catherine  Sniezek, Jennifer
Binko, Deborah  Koch, Jana  Spears, Barbara
Blogg, Erica  Kuchar, Matthew  Springer, Megan
Brown, Christina  Larson, Ericka  Strahota, Cassie
Carbajal, Pauline  Lavelle, Megan  Tarman, Rachel
Chancey, Lisa  Lobrigo, Erica  Van Pelt, Paula
Contreras, Yanira  McAllister, Krista  Vasquez, Angel
Cook, Christine  McKay, Brenda  Voiland, Jill
Croft, Jason  Merrill, Stevi  Watson, Tamara
Encarnacion, Maria  Meyers, Rebecca  Wisdom, Ty
Fitzpatrick, Barbara  Milstrey, Laura  Yanes, Marcia
Flies, Paul  Norwood, Ashley  Yopp, Lisa
Freeman, Shiloh  Novalesi, Jessica

Staff will be paid for Additional Hours Classified.

Alcala, Yahzid  Flores, Linda  Isrow, Dawn
Americo, Angela  Flores, Socorro  Jackson, Sabrina
Arleo, Melissa  Gallegos, Lisa  Jojola, Bobbi Sue
Carl, Sean  Gonzales, Alisha  Kokora, Lujibica
Carranza, Maria  Gutierrez, Maria  Laborin, Helen
Diaz, Emelinda  Harper, Anita  Levario, Teresa
Falcon, Marylou  Harper, Jessica  Lomeli, Mary
Falcon, Rosalinda  Heimall, Lisa  Lorentz, Serenity
August 6, 2014 Governing Board Meeting

Lowry, Seth
Lowry, Wendy
Ly, Helen
Mendoza, Irma
Mortier-Arnaiz, Jill
Oliva, Maria Guadalupe

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

Barkley-Rosenthal, Sarah
Bedolla, Torrie
Brady, Kathy
Butcher, Cheryl
Carrillo, Annette
Celaya, Bianca
Davis, Katherine
Donajkowski, Amanda
Dossey, Emily
Durlak, Susan
Ehret, Kathryn

Staff will be paid per MOU for Curriculum Writing.

Becko, Ashley
Bohon, Robert
Chase, Michelle
Christoffel, Jacqueline
Daub, Melissa
Espy, Thomas
Franklin, Cristen
Goto, Michael
Hart, Barbara

Staff will be paid through Grants for Additional Hours Classified.

Avilez, Cristal
Boelter, Sandra
Boulware, Jennifer
Dub, Joanna
Einhorn, Mary
Fischer, Yelena
Fisher, Mathew
Flores, Esperanza
Gualdoni, Sandy

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

Alejos, Guadalupe
Americo, Dorothy
Barndt, Maureen
Bartram, Sue

Phillips, Ashley
Phillips, Christina
Ragan, Sheralynn
Register, Dorothea
Sanchez, Irma
Shear, Desiree
Fleming, Aimee
Haake, Allison
Hout, Susan
Ingles, Tausha
Kilmain, Kelly
Kramer, Amilee
Lawler, Susan
Lopez, Cynthia
Mariano, Dawn
McClenathan, Marquea
Miller, Ashley
Hinde, Casey
Horstman, Lydia
Judd, Jenna
Lukkason, Christina
Maki, Elizabeth
Malagon, Marco
Malic, Jennifer
Maville, Joni
McClaine, Christine
Hernandez, Norma
Kellett, Ashley
Kitchen, Robert
Lopez, Stephanie
Martinez Gonzalez, Maria
Meyer, Elyscia
Moreno, Delicia
Pearcy, Traci
Pond, Angela
Cordero, Andrea
Cox, Kristin
Davis, Jennifer
Hillmann, Carol

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

Moraes, Victoria
Morano-Perla, Elizabeth
Nottingham, Deanna
Ockenfels, Rebecca
Rudd, Madonna
Schnep, Jamie
Schraeder, Susan
Tedesco, Linda
Zimmerli, Jacqueline
Melvin, Steven
Miller, Cathi
Mills, Michelle
Payne, Breann
Scherting, Kerry
Smith, Tiffany
Triolo, Tom
Waller, Tammy
Reed-Hane, Leah
Rocha, Jacqueline
Rudder, Madonna
Shamley, Christie
Tinder, Michele
Walker, Kisa
Wirth, Damien
Yanes, Grace
Hintz, Annette
Mithelavage, Angel
Mountcastle, Marissa
Murphy, Sara
Staff will be paid per MOU for Mentor Teacher.

Ashby, Jessica              Espy, Thomas
Barkley-Rosenthal, Sarah    Gainey, Jarred
Benavides, Yvette           Gragg, Kelly
Boltjes, Rebecca            Haden, Ruth
Borland, Tricha             Ingles, Tausha
Butcher, Cheryl             Kelley, Rachel
Chavez, Danielle            Kennemer, Christine
Delgadillo, Elisa           Lugo, Elizabeth
Donajkowski, Amanda         Melvin, Steven

Staff will be paid per MOU for Grade Level Chair.

Akin, Vanessa               Lopez, Cynthia
Cisneros, Rosalva           Misener, Jennifer
Hammond, Karissa            O'Bannon, Caitlin
Heck, Linda                 Orozco, Ernestina
Kellner, Judith             Pottinger, Nichole
Leon, Jennifer              Rich, Taylor

Staff will be paid through Grants for Additional Training.

Alvarez, Isabel             Himmelstein Alessi, Doretta
Camacho, Maria              Holliday, Betty
Castaneda, Elizabeth        Lewandowski, Melinda
Dabney, Michelle            Lindley, Melissa
Flores, Rosa                Marhenke, Mary
Gomez, Maria                Munoz, Guillermina

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

Akin, Vanessa               Graham, Heather
Church, Michael             Leon, Jennifer
Collins, Meleeka            Pottinger, Nichole
Flanigan, Keely             Rich, Taylor

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

Ashby, Jessica               Hunley, Lindsay
Carr, Kristen                Kelley, Rachel
Dancer, Jennifer             Kennemer, Christine
Gibson, Kristina             Kramer, Amilee
Gragg, Kelly                 Ordaz, Sylvia
Michaud, Marieka             Monroe, Christina
Paine, Katelynn              Rasmussen, Heather
Scaife, Lisabeth             Smith, Dawn
Trevillion, Ami              
Staff will be paid per MOU for Online Course Teacher.

Daub, Melissa  
Espy, Thomas  
Goto, Michael  

Gray, John  
Malic, Jennifer  
Rasset, Katie  

Santacasa, Rochelle  
Triolo, Tom  
Wenz, Maren  

Staff will be paid per MOU for Teaching and Tutoring.

Daub, Melissa  
Herrera, Daniel  
Huth, Catt  

Miller, Cathi  
Rutkowski, Helen  
Santacasa, Rochelle  

Smith, Tiffany  
Waller, Tammy  

Staff will be paid per MOU for Staff Development.

Chavez, Danielle  
Fussell, Mollie  
Green, Stacy  

James, Wendy  
McTague, Amy  
Pritts, Janelle  

Rasmussen, Heather  
Walker, Michael  

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

Beck, April  
Hoffman, Mary  
Kennemer, Christine  

Livingston, Tracy  
Lujano, Jennifer  
Murphy, Sara  

Renteria, Elisabeth  
Shipley, Tabatha  

Staff will be paid for Summer Enrollment.

Goodwin, Sharon  
Klemmetson, Sherrie  
Laidlaw, Jennifer  

Litwin, Donna  
Mabe, Laura  
Roberson, Matthew  

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

Collett, Flora  
Hook, Monica  

Melling, Mary  
Peckover, Lydia  

Vitacco, Alicia  

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

Bloom, Benton  
Huber, Jeffery  

Vazquez, Raymond  
Woods, Kurt  

Staff will be paid per MOU for National Board Certification.

D'Amico, Salvatore  

Gilligan, Jessica  
Luehring, Mathew  

Staff will be paid per MOU for Boys Athletic Conditioning.

Alcantar, Manuel  

Carson, Ivory  

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

Johnson, Bethany  

Michaud, Marieka  

Staff will be paid per MOU for DIBELS Site Coordinator.
Barkley-Rosenthal, Sarah  Shouse, Kristin

Staff will be paid for Online Course Creator.
Espy, Thomas  Smith, Tiffany

Staff will be paid per MOU for Additional Days.
Hollowell, Robin

Staff will be paid per MOU for Additional Days High School Library Media Specialist.
James, Wendy
AGENDA ITEM: *Approval of Qualified Evaluators

EXECUTIVE SUMMARY:

According to A.R.S. §15-537, the Governing Board shall designate on an annual basis persons in the District who are qualified to serve as evaluators for the District’s teacher performance evaluation system. Training has been provided on the evaluation instrument and appropriate evaluation procedures for the 2014-2015 school year.

- Terrie Barnes, Principal
- Ray Kelley, Assistant Principal
- Kim LoMozzo, Assistant Principal
- Sunny Resch, Assistant Principal
- Shara Rose, Early Childhood Coordinator

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the qualified evaluators listed for the 2014-2015 school year.

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 July 14, 2014 Special Meeting and the July 16, 2014 Regular Governing Board Meeting

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

EXECUTIVE SUMMARY:

It is recommended the Governing Board approve the minutes of the July 14, 2014 Special Meeting and the July 16, 2014 Regular Governing Board Meeting.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the minutes of the July 14, 2014 Special Meeting and the July 16, 2014 Regular Governing Board Meeting.

SUBMITTED BY: SUPERINTENDENT:

ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM: 7
I. 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, Jennifer Tanner, and Blossom Tande. Bonnie Schroader attended the meeting via telephone.

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

II. PUBLIC HEARING

Pursuant to A.R.S. 15-1461, the governing board shall hold a public hearing and present the proposed budget to the persons attending the hearing. Upon request of any person, the governing board shall explain the budget and any resident or taxpayer of the district may request information regarding any item in the proposed budget. At this time, Mr. Jack Eaton will present information regarding the proposed budget for fiscal year 2014-2015.

- Dysart Unified 2014-2015 Proposed Budget

Mr. Jack Eaton provided the audience and Governing Board with highlights of the proposed budget. Ms. Traci Sawyer-Sinkbeil invited the public to comment on the proposed budget. Having none, the Public Hearing was concluded. Appendix A

3. Audience with Individuals or Groups - None

ACTION/DISCUSSION

1. Recommendation to Adopt the Proposed Budget for Fiscal Year 2014-2015  
MOTION
After discussion, a motion by Tanner/Tande was entered to adopt the proposed budget for Fiscal Year 2014-2015 by roll call vote, and authorize Jack Eaton, Executive Director of Business Services, to certify the projected ending cash balances.

ROLL CALL VOTE
Traci Sawyer-Sinkbeil – YES
Bonnie Schroader – YES
Blossom Tande – YES
Jennifer Tanner – YES

CARRIES
4 - YES

2. Recommendation for Revision of the Governing Board Policy Section 7.53 – Support Staff Paid Leave – Second Reading
After discussion, a motion by Sawyer-Sinkbeil/Tanner was entered to approve revision of Governing Board Policy Section 7.53 – Support Staff Paid Leave. UNANIMOUS
ADJOURNMENT

On a motion entered by Sawyer-Sinkbeil/Tanner and by a unanimous vote, the meeting ended at 6:21 p.m.

Signed

Date:

_________________________________________  August 6, 2014
I. WORKSHOP - GENERAL FUNCTION

1. Ms. Traci Sawyer-Sinkbeil, Governing Board President, called the regular meeting to order at 4:04 p.m. Governing Board members constituting a quorum were present; Ms. Traci Sawyer-Sinkbeil, Ms. Jennifer Tanner, and Ms. Blossom Tande. Mrs. Bonnie Schroader attended the meeting via telephone.

WORKSHOP
• Policy Governance Feedback on Implementation

Dr. Tom Jandris, CEO of Progress Education, provided the Governing Board with an overview of the tenants of Policy Governance including: 1) Board Governance Responsibility; 2) District Owners; 3) Organization Purpose; 4) Ends and Means; 5) Limitations; 6) Board Policy Manual and 7) Monitoring.

During the 2013-2014 school year, an anonymous group of district administrators was tasked with observing the Board’s interactions within the framework of the Policy Governance model. Dr. Jandris shared the rubric used by the group in this endeavor and addressed questions asked by Board Members.

Additionally, Dr. Jandris presented the Policy Governance Observer Activity Report. He concludes that overall the implementation process of Policy Governance seems to be progressing in the “fair to good” range. The Board seems to be doing quite well in coming to and acting in consensus – an important and laudable achievement – especially in contrast to its history.

APPENDIX A

II. REGULAR MEETING - GENERAL FUNCTION

1. Ms. Traci Sawyer-Sinkbeil, Governing Board President, called the regular meeting to order at 6:00 p.m. Governing Board members constituting a quorum were present; Ms. Traci Sawyer-Sinkbeil, Ms. Jennifer Tanner, and Ms. Blossom Tande. Mrs. Bonnie Schroader attended the meeting via telephone. Mrs. Schroader was excused from the meeting at approximately 6:16 p.m.

2. Dr. Stephen Poling led the Pledge of Allegiance.

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

4. Summary of Current Events
• Presentations, Recognitions, Celebrations
  • Joe Toniazza and Andrea Axness, Rancho Gabriela teachers, shared information regarding 12 days of STEM training they received at the Biosphere as part of an APS STEM grant. The things they discovered over the summer will drive instruction to improve student achievement.
• Superintendent Update – Dr. Pletnick reported we have officially kicked off the new school year. This week we had four days of administrative training and school offices are open gearing up to welcome students back on August 6th.

• Governing Board Update – Governing Board members welcomed back administrators, support staff and new cabinet members, Dr. Poling and Ms. Buck.

• Traci Sawyer-Sinkbeil participated on the ASBA Legislative Committee meeting where they set the ASBA Political Agenda which will be presented to member districts and acted upon during the Delegate Assembly in September. July 18-21, 2014, she attended the Rachel’s Challenge Conference with Ms. Tande; report to follow. The WCHS band was recognized for their performance in the July 4th parade in Washington D.C. In addition, she congratulated Bob Young and the district for being named a National Campus Champion through SchoolDude. She also thanked Mr. Young for securing the donation of the Eynon Memorial Tree. In addition, she attended the memorial services of Rowdy Dawson, a long time Surprise Chamber of Commerce member and City of Surprise advocate.

• Blossom Tande reported having the opportunity to interact with parents, students and community members during the summer. It gave her an opportunity to share information regarding the district. She also learned about Every Kid Plays, a foundation granting funds for athletics. Through the foundation, the District has been awarded scholarship funds for the school year.

• Bonnie Schroader honored Carol Squire for her contribution to Dysart during her 14 years as an employee. Ms. Squire recently lost her life in a car accident.

5. Audience with Individuals or Groups - None

ACTION/CONSENT

A motion by Tanner/Tande was entered to approve the consent items as presented with the exception of item number 2. UNANIMOUS

1. Recommendation to Approve Renewal of Property and Casualty and Workers’ Compensation Insurance with the Arizona Schools Risk Retention Trust for the 2014-2015 Fiscal Year and Authorize the Executive Director of Business Services to Sign the Agreement and Any Affiliated Documents

   Approved

   UNANIMOUS

2. Recommendation to Approve Agreement With Learn-It Systems, LLC for Special and Alternative Education Services and Authorize the Assistant Superintendent of Academic Services to Sign the Agreement and Affiliated Documents

   Pulled from the agenda.

   NO ACTION

   TAKEN

3. Recommendation to Approve an Agreement with Desert Choice Transport, LLC for the Provision of Student Transportation Services and Authorize the Executive Director of Business Services to Sign the Agreement and Affiliated Documents

   Approved

   UNANIMOUS
4. Recommendation to Approve Arizona Department of Education Health and Nutrition Services, Food Program Permanent Service Agreement ADE Contract No. ED09-0001
   Approved
   UNANIMOUS

5. Recommendation to Approve an Intergovernmental Agreement with Maricopa County Community College District for Dual Enrollment for the 2014-15 School Year and Authorize the Superintendent to Sign the Agreement
   Approved
   UNANIMOUS

6. Recommendation to Approve Online Services Agreement Between Dysart Unified School District and Teaching Strategies, LLC and to Authorize the Assistant Superintendent to Sign the Agreement and Any Affiliated Documents
   Approved
   UNANIMOUS

7. Recommendation to Approve the 2014-15 Arizona Explore Program Commitment/Order Form with Northern Arizona University and Authorize the Assistant Superintendent to Sign the Document and Any Affiliated Documents
   Approved
   UNANIMOUS

   Approved
   UNANIMOUS

   Released Cody Johnson from his 2014-2015 Certificated Employee Contract and assessed liquidated damages in the amount of $2,500.00.
   UNANIMOUS

    Released Brittany Kleinow from her 2014-2015 Certificated Employee Contract and assessed liquidated damages in the amount of $2,500.00.
    UNANIMOUS

    Released Tonya Lee from her 2014-2015 Certificated Employee Contract and assessed liquidated damages in the amount of $2,500.00.
    UNANIMOUS

    Released Nicholas Helmick from his 2014-2015 Certificated Employee Contract and assessed liquidated damages in the amount of $2,500.00.
    UNANIMOUS

    Waived liquidated damages in the amount of $2,500.00 for Ciara Puryear.
    UNANIMOUS
   Waived liquidated damages in the amount of $2,500.00 for Enrico Tipton. UNANIMOUS

15. Approval of Qualified Evaluators
   Approved UNANIMOUS

16. Recommendation to Approve the District’s Pay for Performance (PFP) Plan for Eligible Certificated Staff for the 2014-2015 School Year
   Approved UNANIMOUS

17. Approval of the Minutes for the June 4, 2014 Regular Governing Board Meeting
   Approved UNANIMOUS

18. Recommendation to Approve Overnight and Out-of-State Travel
   Approved UNANIMOUS

19. Recommendation for Approval of Adoption of K-12 Language Arts, Math, Science and Social Studies Curriculum
   Approved UNANIMOUS

20. Approval to Adopt the Journey’s Reading Textbook, ©2014, Published by Houghton Mifflin Harcourt for Grades 4-6
   Approved UNANIMOUS

21. Approval of Supplemental Math Resources for Grades K-8
   Approved UNANIMOUS

22. Approval to Adopt the (TELL) Teaching Early Literacy and Language Curriculum for the District’s Early Childhood Programs
   Approved UNANIMOUS

23. Extra-Curricular Tax Credit Fund and Student Activities Fund Reports for the Month of May 2014 and June 2014
   Approved UNANIMOUS

   Approved UNANIMOUS

25. Approval/Ratification of Expense Vouchers 1053, 1054, 1055, 1056, 1057 and 1058 in the Amount of $6,634,043.57
   Approved UNANIMOUS

26. Approval/Ratification of Payroll Vouchers 7580, 57, 7581, 58, 7582, 59, 7583, 60, 61, 7584, 62, 7585, 63, 7586, 1, 7587, 2 in the Amount of $4,972,097.35
   Approved UNANIMOUS
INFORMATION

27. Report From the Dysart Liaison to the City of Surprise Regarding the Meeting of June 11, 2014
   The City of Surprise representatives attending the meeting were Councilmen John Williams and
   Skip Hall and the new city manager, Bob Wingenroth. Topics discussed included the Youth
   Leadership Initiative, piloting civic engagement classes at Cambridge schools, Marley Park and
   Countryside, sharing information about District initiatives through the City website and City
   initiatives through the District website.

28. Report From Board Members Tande and Sawyer-Sinkbeil Regarding the Rachel’s Challenge
    Conference and Training Held in Denver, CO, June 18-21, 2014
   Members Sawyer-Sinkbeil and Tande provided information to the Board regarding the Rachel
   Challenge Conference they attended. They learned the District is doing the right thing and
   encouraged sites to identify projects that enhance service in the school and community. We need
   to be proactive and engage the community in the Rachel’s Challenge initiative through local
daycare centers, restaurants, advisory boards etc. Ms. Tande and Ms. Sawyer-Sinkbeil would like
to kickoff the initiative for the school year at an August Board meeting. Additionally, they suggested schools be given an opportunity to showcase Rachel’s Challenge projects at Board
meetings, much like the Technology Showcases.

29. Recommendation for Adoption of Revised Governing Board Policies Sections 1.3 – Non-
    Discrimination/Equal Opportunity, 7.28 – Professional Support Staff Leaves of Absence Without
    Pay and 7.44 – Professional Staff Reduction in Force – First Reading
   Dr. Pletnick shared Sections 1.3 and 7.28 revisions are to change the contact information to reflect
a change in title. The revision of Section 7.44 is being made to ensure consistent and fair practice
in the RIF process.

ACTION/DISCUSSION

30. Recommendation to Approve the Appointment of Director of Finance
   A motion by Sawyer-Sinkbeil/Tande was entered to approve the appointment of Marydel Speidell
   as Director of Finance.

31. Recommendation to Approve the Appointment of Interim Assistant Principal
   A motion by Tande/Tande was entered to approve the appointment of Danielle Clute as Interim
   Assistant Principal. Ms. Clute will be assigned to Ashton Ranch.

32. Recommendation for Approval of Additional Positions for the 2014-2015 School Year
   After discussion, a motion by Sawyer-Sinkbeil/Tande was entered to approve additional positions
   for the 2014-2015 school year as presented. Appendix B

33. Discussion and Possible Action to Provide Direction to the Liaison Regarding Liaison Meetings
   with the City of El Mirage
   The Governing Board discussed the possibility of meeting with the City of El Mirage Liaison. No
   action was taken as the Board wants more information regarding items to be discussed at the
   meeting.
Continuing In-service Training and Development for Governing Board Members

After discussion, a motion by Tanner/Tande was entered to approve travel, conference registration and reimbursable travel fees for individual Board Members to attend training and conferences that may include but are not limited to Arizona School Boards Association and National School Boards Association events. An approved amount of $4,000 per Board Member for the 2014-2015 school year is designated with a total travel budget not to exceed $20,000 for the 2014-2015 year. If an individual Board Member exceeds the $4,000 per Board Member travel and conference allocation, the Board Member would need to bring the travel request to the whole Board for consideration and possible approval in the action/discussion portion of the agenda.

REQUESTS FOR FUTURE AGENDA ITEM(S)

No requests were made.

ADJOURNMENT

On a motion entered by Sawyer-Sinkbeil/Tanner and by a unanimous vote, the meeting ended at 7:20 p.m.

Signed

Date:

August 6, 2014
AGENDA ITEM:  *Recommendation to Approve Overnight and Out-of-State Travel

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.
### Overnight and/or Out-of-State Travel
#### August 6, 2014
#### Consent Agenda

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<th>Event</th>
<th>Purpose</th>
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<th>Cost</th>
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<td>September 2-5, 2014</td>
<td>Photoshop World Conference, Las Vegas, NV</td>
<td>Learn advanced principles and techniques of Adobe Photoshop and Lightroom to improve graphic design and communication in district materials</td>
<td>(1) Educational Media Coordinator</td>
<td>$1,000</td>
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<td>District Office</td>
<td>February 25-28, 2015</td>
<td>American Association of School Administrators 2015 National Conference on Education San Diego, CA</td>
<td>Attend and present at the conference</td>
<td>(4) Cabinet members (2) Education Services Directors</td>
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AGENDA ITEM: *Approval/Ratification of Expense Vouchers 1059, 1060, 1061, 1000, 1001, 1002, 1003 and 1062 in the Amount of $4,332,803.16

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<td><strong>1062</strong></td>
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BOARD ACTION REQUESTED:
It is recommended the Governing Board approve/ratify expense vouchers 1059, 1060, 1061, 1000, 1001, 1002, 1003 and 1062 in the Amount of $4,332,803.16.

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

Voucher No: 1059  Voucher Date: 07/10/2014  Prepared By:  ncochran

Printed: 07/09/2014 03:58:07 PM

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $552,823.49 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 VOUCHER

Voucher No: 1060  Voucher Date: 07/16/2014  Prepared By: [Signature]

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $129,197.22 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2013 to June 30, 2014 (period cannot overlap fiscal year end.)

I certify by my original signature below that this claim is just and correct, and the services and/or materials herein represented have been received and that the claim: ______ was approved at a public meeting of the governing board on _______ (A.R.S. 15-304), or ______ will be ratified at the next regular or special meeting of the governing board on _______ in accordance with the procedures of A.R.S. 15-321. All items are properly coded and not in excess of the budget. Itemized invoices accompany these vouchers. All employees and officials have on file an oath in compliance with ARS 38-231.

[Signature]

TRACI SAWYER-SINKBEIL  PRESIDENT

BONNIE SCHROADER  CLERK

JENNIFER TANNER  MEMBER

BLOSSOM TANDE  MEMBER

DYSART UNIFIED

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$129,197.22
DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $1,297,649.62 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.

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$1,297,649.62
DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $430,265.92 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2014 to June 30, 2015 (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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$430,265.92
DYSART UNIFIED VOUCHER

Voucher No: 1001  Voucher Date: 07/16/2014  Prepared By: [Signature]

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $288,642.85 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2014 to June 30, 2015 (period cannot overlap fiscal year end.)

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

[Signature]
TRACI SAWYER-SINKBEIL  PRESIDENT

BONNIE SCHROADER  CLERK

JENNIFER TANNER  MEMBER

BLOSSOM TANDE  MEMBER

DYSART UNIFIED

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DYSART UNIFIED VOUCHER

Voucher No: 1002  Voucher Date: 07/23/2014  Prepared By: Danny Cochran

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $1,365,518.44 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2014 to June 30, 2015 (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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$1,365,518.44
DYSART UNIFIED VOUCHER

Voucher No: 1003  Voucher Date: 07/24/2014  Prepared By: [Signature]

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $266,290.62 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2014 to June 30, 2015 (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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<tr>
<td>001</td>
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$266,290.62
DYSART UNIFIED VOUCHER

Voucher No: 1062   Voucher Date: 07/28/2014   Prepared By: Nancy Cochran

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $2,415.00 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2013 to June 30, 2014 (period cannot overlap fiscal year end.)

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

TRACI SAWYER-SINKBEIL   PRESIDENT

BONNIE SCHROADER   CLERK

JENNIFER TANNER   MEMBER

BLOSSOM TANDE   MEMBER

DYSART UNIFIED

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$2,415.00
Dysart Unified School District  
August 6, 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 Payroll Vouchers 7586, 64, 65, 3, 4, 7588, 7589 and 5 in the Amount of $4,126,440.78

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<tr>
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<td>64</td>
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<td>07/17/14</td>
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<td>4</td>
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<tr>
<td>08/01/14</td>
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TOTAL $4,126,440.78

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve/ratify payroll vouchers 7586, 64, 65, 3, 4, 7588, 7589 and 5 in the amount of $4,126,440.78.

SUBMITTED BY: [Signature]  
SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion:  
Second:  Vote:  AGENDA ITEM: 10
DYSART UNIFIED VOUCHER

Voucher No: 7586  Voucher Date: 07/10/2014  Prepared By: [Signature]

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $193,590.18 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2013 to June 30, 2014 (period cannot overlap fiscal year end.)

I certify by my original signature below that this claim is just and correct, and the services and/or materials herein represented have been received and that the claim: ___was approved at a public meeting of the governing board on ______________(A.R.S. 15-304), or ___will be ratified at the next regular or special meeting of the governing board on ______________in accordance with the procedures of A.R.S. 15-321 All items are properly coded and not in excess of the budget. Itemized invoices accompany these vouchers. All employees and officials have on file an oath in compliance with ARS 38-231.

[Signature]

TRACI SAWYER-SINKBEIL  PRESIDENT

BONNIE SCHROADER  CLERK

JENNIFER TANNER  MEMBER

BLOSSOM TANDE  MEMBER

DYSART UNIFIED

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Voucher No: 7586  Voucher Date: 07/10/2014

Created By: CandiceCrow  Posted By: CandiceCrow  Date: 07/08/2014 11:22:51  Page: 2
DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $336.89 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: ___ 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

DYSART UNIFIED

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$336.89
DYSART UNIFIED VOUCHER

Voucher No: 65 Voucher Date: 07/10/2014 Prepared By: 

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $3,592.63 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

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Voucher No: 65  Voucher Date: 07/10/2014
DYSART UNIFIED VOUCHER

Voucher No: 3  Voucher Date: 07/17/2014  Prepared By: Candice Crow

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $9,029.70 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2014 to June 30, 2015 (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

DYSART UNIFIED

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Voucher No: 3  Voucher Date: 07/17/2014

Created By: Candice.Crow  Posted By: Candice.Crow  Date: 07/10/2014 17:30:27
DYSART UNIFIED VOUCHER

Voucher No: 4 Voucher Date: 07/17/2014 Prepared By: 

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $1,523.19 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2014 to June 30, 2015 (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

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$1,523.19
DYSART UNIFIED VOUCHER

Voucher No: 7588  Voucher Date: 07/17/2014  Prepared By: 

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $541,030.69 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2014 to June 30, 2015 (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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$541,030.69
DYSART UNIFIED VOUCHER

Voucher No: 7589    Voucher Date: 07/28/2014    Prepared By: [Signature]

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $3,312,272.92 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2014 to June 30, 2015 (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 [Date] (A.R.S. 15-304), or [ ] will be ratified at the next regular or special meeting of the governing board on [Date] 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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$3,312,272.92
DYSART UNIFIED VOUCHER

Voucher No: 5  Voucher Date: 08/01/2014  Prepared By: Candice Crow

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $65,064.58 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2014 to June 30, 2015 (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

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$65,064.58
AGENDA ITEM: Update on Enrollment and Staffing for the 2014-2015 School Year

EXECUTIVE SUMMARY:

Information will be presented on the current enrollment and staffing for the 2014-2015 school year.

BOARD ACTION REQUESTED:

It is recommended the Governing Board accept the information.

SUBMITTED BY: [Signature]

SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: [Number]
GOVERNING BOARD ITEM

AGENDA ITEM: Strategic Plan Goal A: Accountability, State Assessment, District Data and Student Achievement

EXECUTIVE SUMMARY:

Administration will present information on Strategic Plan Goal A: Accountability, State Assessment, District Data and Student Achievement.

BOARD ACTION REQUESTED:

It is recommended the Governing Board accept the information as presented.

SUBMITTED BY: [Signature]  SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: ______ Second: ______ Vote: ______ AGENDA ITEM: ______
AGENDA ITEM: Strategic Plan Goal A: CIP Planning and Board CIP Presentations

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

Cost: N/A Funding Source: N/A

EXECUTIVE SUMMARY:

Information on the Continuous Improvement Process utilized at the site and department level to establish goals and action plans to meet the ends of the district as established in Policy Section 1.0 and the Strategic Plan will be shared and discussed.

Information on the revised format for CIP presentations to the Board will also be shared and discussed. A revised schedule for Board workshops for CIP presentations will be presented.

BOARD ACTION REQUESTED:

It is recommended the Governing Board accept the information presented.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 13
Dysart Continuous Improvement Planning 2014-17

We are what we repeatedly do. Excellence then, is not an act, but a habit.

Aristotle
Continuous Improvement Planning Process CIP

Step 1-Foundation

- Team includes representation from all key stakeholder groups
- Reviewed District vision, mission and Strategic Plan
- Reviewed school mission and goals
- Reviewed SBR and best practices in goal areas
Step 2-Collect & Exam Data

- Review iAssess data and produced relevant reports & other relevant data
- Analyze data
- Identify celebrations and areas of concern
- Identify areas of focus
- Develop trend statements
- Develop draft goals
- Complete cause & effect analysis
- Complete data inventory
- Complete gap analysis

Dealing with the Data

What does the data tell us?

Use data to examine and define issues and problems
- Identify your data sources
- Organize your data
- Conduct a data discovery activity
Use the Data Discovery Activities to Identify Trends

Example

Student Achievement in Math
Three years of student data show a trend in stagnant growth in grade 3 results for ELL learners and Special Education students. A trend in 5th and 8th grade scores show a decline in results with all student population groups. At all grade levels ELL and Special Education groups score the lowest in all math assessments utilized. Results further indicate a decline in the concept areas of algebra and geometry for all grade levels on multiple test indicators.

What are the MUST questions?

Examples:
- Is there any correlation between the reading test indicators and the math results especially for our ELL and Special Ed populations?
- Is there any correlation between student attendance and student populations that are underperforming?
- Is there a correlation between student discipline and underperforming populations?
- Is there any data related to participation in intervention activities and the student scores?
Gap Analysis

Looking at what is compared to what we want and determining the cause and the effect that results in the gap.

Doing a Fishbone

- Identify the goal (desired outcome)
- Complete the fishbone to identify possible causes and effects
CAUSES OF

CAUSE & EFFECT DIAGRAM
BUILT ON BRAINSTORMING
Do you have the data?

- What data do you have to support the assumed causes and effects?

- Review the data list and complete a data inventory

How do we use good data related to the cause and avoid using "cardiac" assessment?

- Asking why
- Tools to use
- Data drives the analysis
Time to Reflect

✓ Have we identified root causes that effects impacting student achievement (or whatever goal area being addressed)?
✓ Have we used data to analyze the gap or have we used opinion?
✓ What next steps do we need to take to address the gap analysis step in our CIP process?

Sample of gap analysis connected to identified goal

• How does this connect to staff development?
• How does it connect to your use of resources?
• How does it connect to instructional planning?
Connecting to Planning

Review and reflection
✓ Used data to identify trends
✓ Used trends to identify goals
✓ Analyzed cause of gap between current status and identify goal
✓ Identified need
✓ Develop SMART goals, action steps to address identified needs to accomplish goals and support plans (i.e., PD, resource allocation, etc.)

Steps 3 and 4

Step 3-Goal Setting
• Write SMART goals
Step 4-Action Plan
• Gap Analysis
• Plan of Action
• Professional Development Plan
• Resource Plan
Timelines

- CIP review and assessment – April/May
- Draft Revised Plan – May-July
- CIP review and revision completed – August
- Plan implementation & monitoring – August
- Mid-Year Report- December
- CIP review and assessment-April/May

Remember

In simplest terms, a leader is one who knows where he wants to go, and gets up, and goes.
QUESTIONS?

The Planning Process
Revised CIP Report Timeline

• **CIP timeline for reports:** Move from quarterly reports to team reports done in first quarter at Board Night workshops

• **Foundations Reports**
  - Data – August 6
  - CIP Planning – August 6

• **CIP Detail Reports**
  - Possible Dates: Sept. 17-Nov. 5-Nov. 19-Dec. 3
    - PLC
    - Intervention & Extension
    - 21st Century Network
    - Extended Opportunities

FORMAT

**Foundation Reports** - district wide information presented on the CIP process and the data utilized

• **CIP Planning** - This presentation
  - Specific CIP Key Component of the plan

• **Data** - Done this evening
  - Covers aggregated data – school/district

**Detailed CIP Reports**

• **PLCs**
  - The critical work of the PLC related to the CIP & the Strategic Plan

• **Tiered Intervention & Extensions**
  - Addressing the need of each child

• **21st Century Collaborative Network**
  - The network of support to achieve academic success

• **Extended Opportunities & Options**
  - The multiple supports for extending learning
QUESTIONS?

Thank You
## DYSART UNIFIED SCHOOL DISTRICT

### CIP Regional Presentation Schedule

**2014-2015**

*4:30 p.m.*

<table>
<thead>
<tr>
<th>September 17, 2014</th>
<th>November 5, 2014</th>
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<tbody>
<tr>
<td>Dysart High School</td>
<td>Valley Vista High School</td>
</tr>
<tr>
<td>El Mirage</td>
<td>Surprise</td>
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<tr>
<td>Riverview</td>
<td>West Point</td>
</tr>
<tr>
<td>Dysart Elementary</td>
<td>Ashton Ranch</td>
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<tr>
<td>Luke</td>
<td>Countryside</td>
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<tr>
<td>Marley Park</td>
<td>Thompson Ranch</td>
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<table>
<thead>
<tr>
<th>November 19, 2014</th>
<th>December 3, 2014</th>
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<tbody>
<tr>
<td>Willow Canyon High School</td>
<td>Shadow Ridge High School</td>
</tr>
<tr>
<td>Parkview</td>
<td>Mountain View</td>
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<tr>
<td>Kingswood</td>
<td>Sonoran Heights</td>
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<tr>
<td>Western Peaks</td>
<td>Rancho Gabriela</td>
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<tr>
<td>Canyon Ridge</td>
<td>Sunset Hills</td>
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<tr>
<td>Cimarron Springs</td>
<td>Sundown</td>
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### January 21, 2015 - DEPARTMENTS

- Academic Services
- Business / Finance
- Human Resources
- Support Services
- IT
# Continuous Improvement Plan

## Required Components:

- Gap Analysis
- Plan of Action
- Professional Development Plan
- Resource Plan
- Mid-Year and End-of-Year Goal Report
- School Schedule
Continuous Improvement Plan

GAP/NEEDS ANALYSIS

<table>
<thead>
<tr>
<th>Strategic Plan Goal Area</th>
<th>FINDINGS</th>
<th>RECOMMENDATIONS</th>
</tr>
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<tbody>
<tr>
<td>Academics</td>
<td></td>
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<tr>
<td>Culture and Leadership</td>
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<tr>
<td>Safety</td>
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</table>
### CONTINUOUS IMPROVEMENT
#### PLAN of ACTION

<table>
<thead>
<tr>
<th>School Name:</th>
<th>School Year:</th>
<th>20</th>
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</table>

**District Goal**

**School Goal**

<table>
<thead>
<tr>
<th>SMART Goals</th>
<th>Specific Activities</th>
<th>Measures of Success/Benchmarks</th>
<th>Target Dates</th>
<th>Collaborative Network Identified</th>
<th>Evidence of Success</th>
</tr>
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</table>
**CONTINUOUS IMPROVEMENT PLAN**

**PROFESSIONAL DEVELOPMENT PLAN**

<table>
<thead>
<tr>
<th>DATE</th>
<th>Meeting Time</th>
<th>Goal Area &amp; SMART Goal</th>
<th>FOCUS</th>
<th>ADDITIONAL INFORMATION</th>
</tr>
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<tbody>
<tr>
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* Monday dates listed plus April
Directions

Identify and allocate the financial and human resources utilized to accomplish goals set in each category.

<table>
<thead>
<tr>
<th>Category</th>
<th>Type of Resource</th>
<th>Amount (Time, Money, Other Resources as identified)</th>
<th>Source</th>
</tr>
</thead>
</table>

URL for 21st Century Specialists
CIP Review Form

School: ____________________________________________________________

Team Members: ____________________________________________________

Step 1-Foundation

Team includes representation from all key stakeholder groups

- Reviewed District vision, mission and Strategic Plan
- Reviewed school mission and goals
- Reviewed SBR and best practices in goal areas

Step 2-Collect and Exam Data

-Reviewed iAssess data and produced relevant reports
- Collected and reviewed other relevant data (see data list)
- Analyzed data
  - Identified celebrations and areas of concern
  - Identified areas of focus
  - Developed trend statements
  - Developed draft goal
  - Completed cause & effect analysis
  - Completed data inventory
  - Completed gap analysis

Step 3-Goal Setting

- Write SMART goals

Step 4-Action Plan

- Gap Analysis
- Plan of Action
- Professional Development Plan
- Resource Plan

Step 4-Evaluate, Revise and Submit

- Review with all stakeholders
- Revise
- Submit

Evaluation Timelines

✓ CIP review and assessment – April/May
✓ Draft Revised Plan – May-July
✓ CIP review and revision completed – August
✓ Plan implementation & monitoring – August
✓ Mid-Year Report – December
✓ CIP Review and assessment – April/May
GOVERNING BOARD ITEM

AGENDA ITEM: Revision of Policy Section 1.0 – District Goals – First Reading

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

EXECUTIVE SUMMARY:
Discuss revision of Policy Section 1.0 - District Goals to ensure district policy is aligned to ends established in the 2014-2017 Strategic Plan approved by the Governing Board.

BOARD ACTION REQUESTED:
It is recommended the Governing Board

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 14
Section 1 – District Results and Foundations

Section 1.0 - District Goals

This section of the Policy Manual establishes why the District exists. The function is the education of students from the Dysart community. The current manual outlines the results (Ends) expected from the Superintendent.

The Superintendent will establish an environment conducive to the best learning achievement for each student through meeting the following goals:

- Provide for a learning environment and culture that promotes academic achievement.
- Provide an organizational climate to support student success through the allocation of adequate time, resources, empowerment, leadership and human development.
- Promote student achievement to support exceeding standards and making students' future ready.
- Provide for safe schools and healthy students.
- Provide for alignment of resources to goals.
AGENDA ITEM:

Set Superintendent Goals Workshop for 2014-2015

EXECUTIVE SUMMARY:

The Governing Board needs to establish a date to work collaboratively with the Superintendent to develop the 2014-2015 goals and objectives. It is recommended the workshop be scheduled for August 20, 2014 beginning at 4:30 p.m.

BOARD ACTION REQUESTED:

It is recommended the Governing Board establish a Board Workshop to develop the 2014-2015 Superintendent Goals for 4:30 p.m., August 20, 2014.
AGENDA ITEM: Planning for Board Ends for 2014-2015

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

EXECUTIVE SUMMARY:
The Governing Board will discuss actions to be taken related to next steps in Policy Governance, Board Ends, or other related Board development planning.

BOARD ACTION REQUESTED:
It is recommended the Governing Board

SUBMITTED BY:  SUPERINTENDENT:

ACTION BY BOARD: Motion: _____  Second: _____  Vote: _____  AGENDA ITEM: 16
Dysart Unified School District
August 6, 2014
Governing Board Meeting

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

GOVERNING BOARD ITEM

AGENDA ITEM: Appointment of a Delegate and Alternate to Represent the Board at the ASBA Delegate Assembly on September 6, 2014 and Provide Direction to the Delegate and Alternate Regarding Action to be Taken at the ASBA Delegate Assembly

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

EXECUTIVE SUMMARY:

In accordance with the provisions of Article IV Section 2 (A) of the Arizona School Boards Association Bylaws, a governing board that is an active member of the association shall be deemed to be present at a membership meeting if one or more members of such governing board are in attendance. On each matter presented to the membership for vote, each governing board that is an active member shall be entitled to one vote, provided such governing board of a school district has paid dues as established and assessed as in section 3 (A) hereafter. The rights to the floor for the purpose of discussion shall, however, be open to any and all members of a governing board that is an active member.

The Governing Board will take action to direct the delegate and alternate to cast a vote to SUPPORT or DO NOT SUPPORT the recommendations made by the ASBA Political Committee regarding the proposed 2015 political agenda.

The proposed action agenda for the delegate assembly is provided for Governing Board review.

BOARD ACTION REQUESTED:

It is recommended the Governing Board appoint ______________ as their delegate and ______________ as the alternate and direct the delegate or alternate to cast votes at the September 6, 2014 Delegate Assembly to SUPPORT ALL items or SUPPORT ALL items except ______________ on the proposed 2015 ASBA Political Agenda.

SUBMITTED BY:   SUPERINTENDENT:   

ACTION BY BOARD:  Motion: _____  Second: _____  Vote: _____  AGENDA ITEM: 17
Long-Term Focus – These overarching issues must be addressed for public schools to excel and provide an opportunity for every child to succeed. Providing high quality public education is the best investment to grow Arizona’s economy. The items below reflect those key issues on which we will concentrate over the next 5-10 years.

1. Structurally change the school finance formula to equitably and adequately fund public schools to:
   a. Structurally change the tax structure to assure a more stable and reliable source.
   b. Maximize local school district flexibility in managing these funds.
   c. Require the same accountability measures of all schools and individuals that receive public funds.
   d. Repeal any program that gives public monies to private schools.
   e. Include dedicated funding to education.

   Rationale: The Committee believes that this wording change focuses more on the school funding formula and what is necessary to effectively fund public schools, rather than on the “how’s” such as the tax/revenue system. Additionally, the Committee feels that point (a) covers the need for a reliable funding source and renders point (e) unnecessary.

2. Uphold preservation of local control to reinforce the connection between the community and its elected governing board members.

3. Meet the unique educational needs of every student so that every student has the opportunity to reach his/her full potential.

Short-Term Focus – Building toward our long-term areas of success, the following items represent critical needs to put us on that path, and will engage our energies up to the next 3-5 years.

1. Fund voluntary, full-day kindergarten and include kindergarten students in the override calculation.

2. Reinstate and fund capital funding to funding formulas to comply with at least state school building minimum standards allocations.

   Rationale: This year’s budget removed the various capital formulas, leaving in place “district additional assistance.” This not only underfunds our capital needs, it also eliminates the specific areas of capital need that were outlined in the minimum standards that provided a solution to Roosevelt v. Bishop.
3. Fund inflation fully in the manner prescribed by statute mandated by Arizona voters baseline to uphold the voters’ mandate.

*Rationale:* The Committee felt that this statement needed clarification and the statement strengthened pursuant to the court decision regarding Proposition 301.

4. Allow public school tax credits to be used as determined by local districts.

5. Create greater flexibility with mandated graduation requirements.

*Rationale:* ASBA has worked, and will continue to do so, with the State Board of Education to ensure greater flexibility is had with math credits, especially as it relates to Career and Technical education credits.

6. Establish appropriate financial and academic accountability for Empowerment Scholarship Accounts.

*Rationale:* In building towards ASBA’s long-term focus of repealing any program that gives public monies to private schools, the Committee believes that in the shorter term, ASBA should work towards increasing the financial and academic accountability for ESAs that use public dollars to support private education. Additionally, ASBA will look for credit flexibility in other subjects as the opportunity arises.

2015 Legislative Session-Specific – Building toward our long-term areas of success, the following items reflect issues that will not only move us forward, but we believe can be accomplished next year given the legislative atmosphere and current public trends.

1. Advocate for an Administrative Reduction Omnibus to lessen unfunded mandates and administrative burdens.

*Rationale:* The Committee acknowledged the numerous school districts reinforcing the goal to lessen unfunded mandates and administrative burdens; however, Committee members believe that staff should be given the greatest flexibility on how to accomplish this, particularly in light of the dearth of specific suggestions as to what an omnibus bill would contain. Therefore, we recommend removal of the omnibus language.

2. Restore Building Renewal funding to ensure school facilities are adequately maintained.

3. Change “override/budget increase” language to “locally controlled funding support” to better reflect what voters are being asked to support.

*Rationale:* While referred to as “overrides,” the actual ballot language articulated in statute is “budget increase.” Thus, the Committee continues to recommend a wording change, but believes “locally controlled funding” better articulates what an override is, especially when it comes to the actual ballot question.
4. Advocate for school safety funds to create a safe learning environment.
   Rationale: Additional school safety dollars were appropriated in the Fiscal Year 2014 budget, with pilot program requirements and monies from the appropriation still being fleshed out.

5. Allow school districts greater flexibility in the divestiture of property to address population and course needs.

6. Maximize trust land income for teachers’ salaries and student classroom opportunities.

7. Allow districts the option to operate individual schools for 200-day school years and increase accompanying funding from 5% to 8% from 5% to improve student achievement.
   Rationale: The Committee recommends a wording change to make it clear that funding for 200-day school years should be at 8% from the current 5% (rather than appear to be requesting an increase in a range from 5% to 8%).

8. Restore 9th grade funding for CTE/JTEDs, and fully fund JTEDs at 100%, so that students have the opportunity to be exposed to and pursue career fields and/or certification completion.
   Rationale: The Committee supported the numerous district proposals to also ensure that all JTEDs receive 100% funding in addition to restoring 9th grade funding, so that students are career-ready through exposure to various career fields and/or certification.

9. Reinstate the ability of districts to charter schools for innovation.
   Rationale: Beginning in Fiscal Year 2015, a traditional school district will no longer be able to sponsor charter schools solely through its governing board. Those districts that sponsored charter schools prior to Fiscal Year 2014 are constrained with a 20% growth limit and those that began operation in FY15 can only operate that one year before converting back.

10. Fund the implementation costs of Arizona’s new standards, assessments, and technology and provide for adequate assessment transition time.
    Rationale: While funding for Arizona’s College and Career Ready standards continues to be a core need, there are also accountability and policy implications that must be addressed (i.e., administration times, data turnaround times, needing a baseline data year for growth purposes, etc.)

11. Lead efforts to align Arizona’s accountability system with the criteria desired for student, school, and district success.
    Rationale: Not only will Arizona be choosing a new assessment, but, as we have seen with recent issues on the change in the traditional A-F high school model, there are changes happening as to what should and should not be measured and by how much, as well as
questions regarding the psychometrics of reliability. This is an opportune time for ASBA to lead the discussion on how we want to hold our schools and districts accountable that may move us beyond assessments and specific subject areas.

12. Provide greater equity in funding and access for special education students within the public school system.
**Rationale:** More than 7 years have elapsed since Arizona conducted its special education cost study. At the same time that schools are underfunded across the board, we have shortchanged our school in special education funding. Further, access for special education students (charter schools, traditional school open enrollment, ESAs, etc.) continues to be problematic, creating an equity issue that needs to be addressed.

13. Establish appropriate financial and academic accountability for Arizona Online Instruction programs.
**Rationale:** The proliferation of online providers has heightened the discussions about what constitutes a quality online course, quality provider standards, how students are funded, etc. While opportunities exist for online learning to assist our public school students, it is important that the playing field be equal for brick-and-mortar and online providers and programs.
AGENDA ITEM: Recommendation for Adoption of Revised Governing Board Policies Sections 1.3 – Non-Discrimination/Equal Opportunity, 7.28 – Professional/Support Staff Leaves of Absence Without Pay and 7.44 – Professional Staff Reduction in Force – Second Reading

EXECUTIVE SUMMARY:
Revision of Governing Board Policy Sections 1.3 – Non-Discrimination/Equal Opportunity, 7.28 – Professional/Support Staff Leaves of Absence Without Pay and 7.44 – Professional Staff Reduction in Force is recommended.

BOARD ACTION REQUESTED:
It is recommended the Governing Board adopt the recommended revisions to Governing Board Sections 1.3, 7.28 and 7.44 – Second Reading.
Section 1 – District Results and Foundations

Section 1.3 – Non-Discrimination / Equal Opportunity

The Board is committed to a policy of nondiscrimination in relation to race, color, religion, sex, age, national origin, and disability. This policy will prevail in all matters concerning staff members, students, the public, educational programs and services, and individuals with whom the Board does business.

For information regarding discrimination grievance or complaint procedures contact the District Compliance Officer:

**Executive Director of Human Resources Employee and Public Relations**
Dysart Unified School District No. 89
15802 N. Parkview Place
Surprise, AZ 85374
(623) 876-7000

The Board is committed to enforcing protections to prohibit retaliation against any individual who comes forward in good faith with complaints or concerns about conduct under this policy or who otherwise participates in any proceeding or investigation resulting from a complaint filed.
Section 7 – Personnel

Section 7.28 – Professional/Support Staff Leaves of Absence Without Pay

The District recognizes that on occasion extenuating circumstances arise that may necessitate absence from duty that is not covered by other specific leave provisions of the District. To address such situations, a leave of absence, without pay, may be granted a member of the professional or support staff for not longer than one (1) year.

Professional Staff

Under any of the circumstances listed in this section, teachers may request extended leaves of absence. Extended leaves shall be for one (1) year, one (1) semester, or the remainder of a semester. Teachers may be granted consecutive leaves. All requests for such extended leaves of absence without pay shall be reviewed by the principal, the Executive Director of Employee and Community Relations Human Resources and the Superintendent. If the Superintendent in his/her sole discretion approves, the Superintendent shall recommend that the leave be granted by the Board.

A professional staff employee returning from leave shall be reinstated to a comparable position without loss of accrued earned leave, tenure and retirement or status on the salary schedule, except that an employee will not be eligible for the yearly increment and tenure unless he/she has completed at least one-half (1/2) or more of the total days on duty for teachers per the official school calendar.

The Governing Board is not obligated to return the professional staff employee to duty except at the start of a new term or at such time as would not interrupt the instructional program.

Notification of intention to resume employment must be made to the Executive Director of Employee and Community Relations Human Resources in writing no later than February 1 of the school year for which leave is granted or by November 1, if the leave is for the first semester or by June 15, if the leave is for the second semester.

Leaves of absence without pay may be requested under the following conditions:

- To engage in Association activities at the local, state, or national level.
- To campaign for or serve in a county, state, or national public office.
- To serve in the Peace Corps or any similar government approved educational activity.
- To care for a sick member of the teacher's immediate family.
- To serve as an exchange teacher or as an overseas teacher.
• To convalesce due to personal illness or disability of a teacher who has exhausted all earned leave available or who has chosen not to use accumulated earned leave. Such medical leave request must be accompanied by a doctor's certificate. The teacher may return to duty only upon presentation of appropriate medical evidence stating that he/she is able to resume regular work.

• To adopt a child. The teacher adopting a child shall be entitled, upon request, a leave to commence at any time during the first year contiguous with adoption after receiving such custody or prior to receiving such custody if necessary to fulfill the requirements for adoption.

• To care for a child by an employee or spouse when it is contiguous with the extension of medical leave or the birth of a child.

• To fulfill military requirements, the Board shall grant military leaves of absence to a teacher in accordance with existing state and federal statutes.

• To gain work experience by a continuing teacher for the purpose of improvement of instruction. If the Professional Growth Committee approves the request and the Board approves, the leave-of-absence shall be granted.

• To pursue graduate study at an accredited four (4) year institution of higher education provided the employee will be attending graduate school on a full time basis.

Good cause. The Board for good reason may grant other leaves-of-absence without pay to continuing teachers.

Support Staff

Leave of absence may be requested for, but not limited to, the following purposes:

• For additional education that relates to the employee's primary assignment. A plan of contemplated course work must be presented.

• To provide for an unpaid leave in a situation where the employee will be absent from work because of (1) a reason that conforms to a policy currently in effect but the maximum number of days provided for in that policy will be exceeded, or (2) failure to report to work without prior notification to the Superintendent.

• For a leave of absence that benefits or is in the best interest of the District, as determined by the Board upon review of the application.

• For leave under the Family and Medical Leave Act.
All Staff

A leave of absence requested pursuant to this policy shall be:

- Approved by the Superintendent if the leave period does not exceed twelve (12) weeks; or
- Recommended by the Superintendent and approved by the Governing Board if the leave period exceeds twelve (12) weeks.

A request for leave of absence shall not be denied by the District if the employee is entitled to the leave under the Family and Medical Leave Act. All other applications for leave of absence may be granted or denied by the District, in its sole discretion.

Each request for such a leave of absence shall be in a written application stating the purpose, starting date, and duration of the leave of absence, the reasons for its necessity or desirability, and any other information the applicant deems relevant to the request.

The leave of absence shall be only for the purpose and duration approved and may not be extended without written approval by the District.

All rights of continuing status (certificated teachers only), retirement, salary increments, and other benefits shall be restored at the level earned when the leave was granted. All accrued sick, vacation, personal, and other paid leave shall be applied to the beginning of the leave period unless otherwise agreed to by the District or prohibited by the Family and Medical Leave Act.

Family and Medical Leave Act (FMLA)

The District shall fully comply with the Family and Medical Leave Act and all interim and final regulations interpreting the FMLA issued by the U.S. Department of Labor. Accordingly, all portions of this policy that pertain to the FMLA shall be interpreted in a manner consistent with the FMLA and its regulations. Subject to the conditions set forth herein, any eligible employee of the District may take up to twelve (12) weeks of leave (FMLA leave) without pay during a rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave, for any one or more of the following reasons:

- Because of the birth of a child of the employee and in order to care for such child.
- Because of the placement of a child with the employee for adoption or foster care.
- In order to care for the spouse or a son, daughter, or parent of the employee, if such person has a serious health condition.
- Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
Serious medical condition means an illness, injury, impairment, or physical condition that involves inpatient care in a hospital, hospice, or residential medical facility, or outpatient care with continuing medical treatment by a licensed physician. Any employee who has been employed by the District at least twelve (12) months and who has completed at least one thousand two hundred fifty (1,250) hours of service immediately prior to the time the leave is to commence shall be eligible for FMLA leave.

Special conditions applicable to FMLA - Entitlement to leave for the birth of a child or the placement of a child for adoption or foster care ends at the expiration of a twelve-month period, beginning on the date of the event.

A husband and wife working for the District may be limited to a total of twelve (12) weeks of leave during each fiscal year for leave for the birth of a child or the placement of a child for adoption or foster care and to care for an employee's parent with a serious health condition.

The District shall not require an employee to substitute accrued sick leave for FMLA leave used by reason of a birth, adoption, or foster placement. In any other circumstance, an employee's accrued sick, vacation, personal, or other applicable leave shall be substituted for FMLA leave, to the extent available by policy, unless otherwise agreed to by the District.

Notice - An employee must provide at least thirty (30) days' notice before the FMLA leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption, or foster care, or planned medical treatment for a serious health condition of the employee or family member. If thirty (30) days' notice is not practicable, notice must be given as soon as practicable. The notice shall be in the form of a request for leave of absence as specified in this policy. The District may deny FMLA leave to any eligible employee until such time as the employee has provided the required notice.

Medical certification - All FMLA leave shall be supported by medical certificate provided by the employee's health provider. In any instance where the FMLA leave must be preceded by thirty (30) days' notice, the medical certificate should accompany the request for leave of absence. In any other instance, the medical certificate should be provided within fifteen (15) days after the FMLA leave commences.

The employee may be requested to provide recertification of medical conditions in support of leave if the District feels that the circumstances so warrant and notice is given. Recertification shall not be required for intervals shorter than thirty (30) days.

Whenever a medical certification or recertification is required of an employee, notice describing such requirement and providing the form of such certification shall be provided to the employee. An employee shall not be denied FMLA leave or other rights under the FMLA unless a notice required by FMLA in such situation has first been provided to the employee.

Intermittent or reduced time (IRT) leave - FMLA leave may be taken intermittently or on a reduced leave schedule only (1) if medically necessary to care for a family member or for the
employee's own serious health condition or (2) if approved by the District. The District may, for
the term of the leave, transfer the employee to an alternative position with equivalent pay and
benefits.

If the IRT leave is for an instructional employee (one whose principle function is to instruct
students in a class, small group, or as individuals), the District can require the employee either to
take leave for a period or periods of a particular duration not greater than the duration of the
planned treatment or to transfer temporarily to an available alternative position with equivalent
pay and benefits that provides better accommodation of recurring periods of leave, provided the
leave is:

- Requested to care for a qualifying family member or as a result of the employee’s serious
  health condition preventing job performance;
- Foreseeable, based upon planned medical treatment; and
- For more than twenty percent (20%) of the working days in the leave period.

The employee may be granted leave under these circumstances, subject to reasonable efforts to
schedule treatment so as not to unduly disrupt the educational program.

Special end-of-semester circumstances for instructional employees - Under each of the
following conditions, leave for an instructional employee may be required to continue to the end
of the academic semester:

- Leave begins more than five (5) weeks before the end of the semester, leave is for at least
  three (3) weeks, and return to employment would occur during the last three (3) weeks of
  the semester.
- Leave other than for the employee’s serious health condition begins within the last five (5)
  weeks of the semester, leave is for greater than two (2) weeks’ duration, and return to
  employment would occur during the last two (2) weeks of the semester.
- Leave other than for the employee’s serious health condition begins within the last three
  (3) weeks of the semester and leave exceeds five (5) working days.

Employee notification - With each request for FMLA leave, the employee shall be notified:

- About FMLA by provision of the FMLA fact sheet.
- As appropriate concerning the expectations, obligations, and consequences of taking
  FMLA leave per 29 C.F.R. 825.301 of FMLA.
- That FMLA leave may be withheld until a requested notice is provided or the time frame
  is met.
- That if leave is granted to an employee who is unable to perform the work required,
  restoration may be denied until the employee has complied with the request to provide
  medical certification of ability to return to work.
The District will post notices in conspicuous places on the District premises that provide a summary of FMLA and information on how to file a charge for an FMLA violation.

**Health care continuation** - An employee taking FMLA leave shall be entitled to have the health care plan in which the employee is participating continue under the same terms and conditions applicable to actively working employees. The District shall require the repayment of any health care premiums paid by the District for continuing coverage during the period of the FMLA leave if the employee fails to return to work after the FMLA leave expires and the failure to return is not due to circumstances beyond the employee's control.

**Position restoration** - Upon return from FMLA leave, an employee shall be restored to the same position held before the FMLA leave commenced or to an equivalent position with equivalent pay, benefits, and working conditions. The District requires an employee to provide a medical certificate from a health care provider that the employee is able to resume work before returning from FMLA leave for a serious personal health condition. The District may delay the return of an instructional employee from FMLA leave at the end of a semester, in accordance with Section 108(d) of FMLA. The District may deny restoration of position to any key employee (i.e., one who is among the highest-paid ten percent [10%] of all employees of the District), in accordance with Section 104(b) of FMLA.
Section 7 – Personnel

Section 7.44 – Professional Staff Reduction in Force

The number and type of certificated staff positions required to implement the District's educational program will be determined by the Board after recommendation from the Superintendent. In the event the Board decides to release certificated staff members, the following guidelines will be in effect:

- The Superintendent shall not fail to submit to the Board recommendations for the termination of specific staff members. The criteria used in formulating these recommendations shall include, but shall not be limited to:
  
  - Teaching experience, qualifications, certifications and endorsements of staff members needed to accomplish the District's education program.
  
  - Teacher effectiveness as indicated in certificated evaluations and student achievement.
  
  - Staffing needs required to continue District educational programs
  
  - Service and leadership that contribute to the education program of the District

Teacher tenure and seniority shall not be considerations in retention determinations.
AGENDA ITEM: Donation Agreement Between Dysart Unified School District and Sunset-Tartesso for the Proposed Granite Vista Development

EXECUTIVE SUMMARY:

Sunset-Tartesso, LLC has proposed a development in the southwest portion of the District. We have negotiated a Donation agreement that includes an elementary school site and a per unit development fee to provide for the eventual building of an elementary school within the development.

The per unit fee will be reduced to account for the value of the property donated. There is a time frame built into the agreement allowing for a return of the property to the Developer if we cannot build a school on the site because we do not have the resources, or the Board decides to site a school in that general area that is not within this development.

If the site reverts to the Developer, then the reduced fee will be null and void and the full fee for all units permitted in the development will be paid to the District by the developer.

BOARD ACTION REQUESTED:

It is recommended the Governing Board accept the Donation Agreement from Sunset-Tartesso, LLC for the Granite Vista Development, and authorize the Executive Director for Business Services to sign the agreement and any affiliated documents.

SUBMITTED BY: [Signature]
SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 19