NOTICE OF PUBLIC MEETING

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

DYSART UNIFIED SCHOOL DISTRICT
GOVERNING BOARD MEETING AGENDA

REGULAR MEETING

TIME: 6:00 p.m. – Wednesday, September 4, 2013
PLACE: Nathaniel Dysart Education Center, 15802 N. Parkview Place, Surprise, AZ 85374

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

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

2. Pledge of Allegiance

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

   Motion ____________ Second ____________ Vote _______

4. Summary of Current Events
   • Presentations, Recognitions, Celebrations
     • New Century Learning Showcases hosted by Canyon Ridge, Kingswood and Surprise
     • Performance by Willow Canyon High School Theater led by Jessica Embree.
   • Superintendent Update
   • Governing Board Update
     • Traci Sawyer-Sinkbeil
     • Jerry Eynon
     • Bonnie Schroader
     • Jennifer Tanner

5. Audience with Individuals or Groups
   This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda. Pursuant to A.R.S. §38-431.01(11), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later date. In order to facilitate accomplishing the business of the District in a timely manner, a time limit of three (3) minutes will be imposed for each individual or group addressing the Board. When you approach the podium, please state your name for the record.
MOTION TO APPROVE CONSENT AGENDA ITEMS

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

Motion __________________ Second __________________ Vote __________

ACTION/CONSENT

1. Recommendation to Approve the Off-Duty Letter of Agreement with the City of Surprise for City of Surprise Police Department Officers to Provide Services for District Functions and Allow the Assistant Superintendent for Support Services to Sign the Agreements and Affiliated Documents

   Dr. Kellis

2. Recommendation to Approve the Kingswood Parke Community Association Modification and Amendment Re Land Transfer Agreement and Deed and Maintenance of Property Agreement

   Dr. Kellis

3. Recommendation for Approval of the Listed Cooperative Purchases Over the $50,000 Threshold for the 2013-2014 Fiscal Year

   Mr. Gadd


   Mr. Dean

5. Request for Release from Contract – Certificated Staff – 2013-2014 School Year

   Mr. Dean

6. Approval of the Minutes of the August 21, 2013 Special and Regular Governing Board Meetings

   Dr. Pletnick

7. Declarations of Curricular & Instructional Alignment to the Arizona Academic Standards

   Dr. Miller

8. Professional Growth Credit and Establishment of Supplemental Assignments for Professional Growth Classes for Fall, 2013

   Dr. Miller

9. Support Staff Professional Development Classes for Fall, 2013

   Dr. Miller

10. Out of State Travel for the Superintendent to Present Information at an Alliance for Excellent Education Hosted Webinar in Washington, D.C., September 25-27, 2013

    Dr. Pletnick

11. Overnight Travel for Up to One Hundred Thirty-five Sunset Hills Fifth Grade Students and Twenty-five Teachers/Chaperones to Attend the Lake Pleasant Outdoor Center in Peoria, AZ, November 14-15, 2013

    Dr. Kellis

12. Out of State Travel for Up to Fourteen Willow Canyon High School Dance Company Members, One Advisor and One Chaperone to Attend the Educational Performance Tours “Dance Across America” Event in Chicago, IL, February 20-23, 2014

    Dr. Kellis


    Dr. Kellis

14. Out of State Travel for One Valley Vista High School Counselor to Attend the (NACAC) National Association for College Admission Counseling Conference in Toronto, Canada, September 17-20, 2013

    Dr. Kellis

15. Approval/Ratification of Payroll Vouchers 7543, 9, 7544 and 10 in the Amount of $4,746,776.28

    Mr. Gadd

16. Approval/Ratification of Expense Vouchers 1066, 1007, 1067 and 1008 in the Amount of $3,215,743.28

    Mr. Gadd
ACTION DISCUSSION

17. Recommendation for Approval of the Superintendent’s 2013-2014 Goals and Objectives and Evaluation Tool Dr. Pletnick

18. Direction to the Governing Board Delegate and Alternate Regarding Action to be Taken at the ASBA Delegate Assembly on September 7, 2013 Dr. Pletnick

INFORMATION

19. Recommendation for Adoption of Revised and New Governing Board Policies – Dr. Kellis
   10.33 – Student Concerns, Complaints and Grievances and 10.33.1 – Student Violence, Harassment, Intimidation and Bullying – First Reading

REQUESTS FOR FUTURE AGENDA ITEM(S)

ADJOURNMENT

Motion _______________ Second _______________ Vote _______
AGENDA ITEM: *Recommendation to Approve the Off-Duty Letter of Agreement with the City of Surprise for City of Surprise Police Department Officers to Provide Services for District Functions and Allow the Assistant Superintendent for Support Services to Sign the Agreements and Affiliated Documents

Action/Consent X Action/Discussion _____ Information _____ Supporting Data _____
Policy Reference: _____ Cost: TBD Funding Source: M&O

EXECUTIVE SUMMARY:

Administration recommends Governing Board approval of the Off-Duty Letter of Agreement between Dysart Unified School District and the City of Surprise for the purpose of allowing Surprise Police Department sworn officers to provide security and/or traffic control services at various District functions.

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

BOARD ACTION REQUESTED:

It is recommended that the Governing Board approve the off-duty letter of agreement with the City of Surprise for City of Surprise Police Department officers to provide services for district functions and allow the Assistant Superintendent for Support Services to sign the agreements and affiliated documents.

SUBMITTED BY: ___________________ SUPERINTENDENT: ___________________

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: _____ /
This Letter Agreement ("Agreement") is entered into this _____ day of _______________, 2013, between ________________________________ (full name of business entity (including dba) or person) located at ____________________________ (numerical street address) ____________________________ (city) ____________________________ (state) ____________________________ (zip code) ("Contractor"), and the City of Surprise, acting by and through the Surprise Police Department, located at 14250 W. Statler Plaza, Suite 103, Surprise, AZ 85374-7481 ("City").

RECITALS

The Contractor and the City desire to enter into this Agreement for the purpose of allowing Surprise Police Department (SPD") sworn officers to provide security and/or traffic control services at various locations throughout the City of Surprise for an agreed upon hourly wage, pursuant to the Terms and Conditions of this Agreement.

TERMS AND CONDITIONS

The parties agree to the following Terms and Conditions:

1. Unless earlier terminated pursuant to paragraph #5, this Agreement will expire no later than midnight, January 01, 2014. Any outstanding obligations of the Contractor hereunder (e.g., fees) will survive the expiration or termination of this Agreement for any reason.

2. All temporary employment activities of SPD personnel are conditioned upon the receipt of prior approval from the Chief of Police, or his designee, to engage in said temporary employment activities.

3. All off-duty employment at temporary work sites under this Agreement will be arranged with the SPD Off-Duty Work Coordinator.

4. All SPD employees stationed at temporary work sites pursuant to this Agreement are subject to mobilization by SPD in the event of an emergency, or pursuant to SPD bona fide staffing needs.

5. The Chief of Police or his designee may cancel or terminate any off-duty, temporary work assignment under this Agreement whenever necessitated by virtue of a police or community emergency, and for any other situations where, under the circumstances, said cancellation or termination is deemed appropriate by the Chief of Police or his designee.

6. All temporary work sites pursuant to this Agreement are subject to onsite inspection and review by the Chief of Police or his designee. The Chief of Police or his designee has the right to view and assess the demeanor of all SPD employees stationed at any temporary work site to insure that SPD goals and mission are maintained to an acceptable SPD standard.

7. Pursuant to Surprise Police Department Policies and Operational Procedures (ADM 36: Extra/Off Duty Secondary Employment Section K Sub Section 8) no SPD employee will be permitted to work any temporary work assignment for a period of eight (8) hours prior to the start of their regularly scheduled duty-day nor will any SPD employee be allowed to work for more than twenty-four (24) hours per week, without the prior written approval of the Chief of Police or his designee.

8. All temporary work assignments under this Agreement are subject to all applicable rules, regulations, procedures, and policies as may be established by the City of Surprise.

9. The Contractor must cooperate fully in the identification, apprehension and prosecution of any person involved in any crime that occurs at any temporary work site while an SPD member staffs the same pursuant to this Agreement.

10. This Agreement must be executed by both parties prior to any staffing of off-duty personnel to a temporary site. Staffing arrangements can be made by contacting the SPD Off Duty Coordinator. Contact information is available on the web at www.surpriseaz.gov/police.
11. The Contractor agrees and acknowledges that all off-duty employment under this Agreement is provided by SPD personnel as independent contractors of Contractor and that SPD personnel on such off-duty assignments are not acting within the course and scope of their employment with SPD.

12. The Contractor must give at least forty-eight (48) hours advance notice of the need for any temporary, off-duty employment. Requests with less than forty-eight (48) hours notice will be considered a late-request and the Contractor must pay an additional fee of $5.00 per hour. The late-request fee is paid to the assigned off-duty employee.

13. The Contractor will incur a minimum charge of four (4) hours for any temporary, off-duty employment, pursuant to the schedule in paragraph #17 of this Agreement.

14. The Contractor must purchase and maintain the insurance required by this Agreement, as evidenced by a Certificate of Insurance, prior to the commencement of any SPD staffing at any temporary work site. The Certificate of Insurance must be completed and filed with the SPD Off-Duty Work Coordinator prior to the commencement of any temporary staffing under this Agreement.

15. Pursuant to this agreement, must maintain insurance and produce a Certificate of Insurance demonstrating following levels of insurance coverage:

   a. Contractor must maintain “occurrence” form Commercial General Liability Insurance with a limit of not less than $1,000,000 for each occurrence, $1,000,000 Products and Completed Operations Annual Aggregate, and a $1,000,000 General Aggregate limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and contractual liability for the liability assumed under this Agreement.

   b. Automobile Liability Insurance of one million ($1,000,000) dollars each Accident, including hired and non-owned automobiles.

16. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the City, its council members, officers, employees and agents ("Indemnified Parties"), for, from and against any and all losses, claims, damages, and liabilities, including reasonable attorney fees and/or litigation expenses, made under any theory of liability whatsoever ("Claims") relating to, arising out of, caused by or based upon any act or omission in connection with the work or services performed under this Agreement.

17. Following is the fee schedule for all temporary, off-duty employment pursuant to this Agreement:

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Officer</td>
<td>$40.00 per hour</td>
</tr>
<tr>
<td>Police Officer</td>
<td>$40.00 per hour</td>
</tr>
<tr>
<td>Supervisor (required when 3 or more officers are needed)</td>
<td>$45.00 per hour</td>
</tr>
<tr>
<td>Administration Fee per Employee per Hour Worked</td>
<td>$1.00 per hour</td>
</tr>
<tr>
<td>Late-Request Fee per Employee (less than 48 hours notice)</td>
<td>$5.00 per hour</td>
</tr>
<tr>
<td>Patrol Vehicle(s) (see paragraph #18)</td>
<td>$7.00 per hour</td>
</tr>
</tbody>
</table>

18. When a patrol vehicle is requested, the officer assigned will be compensated an additional 30 minutes (4.5 hour minimum) in order to obtain the patrol vehicle from the police department prior to the start of the job and to return it at the completion of the job. Use of a patrol vehicle is not authorized for any job outside the City of Surprise.

19. SPD personnel Checks must be made payable to each individual employee. Checks for the Administration Fee and Patrol Vehicle Usage Fee must be made payable to the City of Surprise. Checks must be mailed to the following address:

   Surprise Police Department  
   14250 W. Statler Plaza, Suite 103  
   Surprise, AZ 85374  
   ATTN: Off-Duty Work Coordinator

20. Payment (individual checks) must be received by SPD within thirty (30) days of the invoice date. Payments received after thirty (30) days are considered late. The Contractor must pay a penalty fee of five (5) percent of the original invoiced amount to each employed off-duty officer, and to the City of Surprise for the Administration Fee and the Patrol Vehicle Usage Fee for every thirty (30) days the payment is late.

21. The Contractor must notify the SPD Off-Duty Work Coordinator at least twenty-four (24) hours prior to the cancellation of any temporary work assignment under this Agreement. Notice must be personally verbalized AND in writing. Verbal notice must be made to appropriate SPD personnel. Voice mail or other messages are insufficient. SPD personnel should be contacted in the following order until personal contact is established: (1) SPD Off-Duty Coordinator (customarily staffed Mon-Thu, 7am - 5pm); (2) SPD Administrative Officer (customarily staffed Mon-Thu, 7am-5pm). Written notice may be hand delivered at the address listed in Paragraph 19, or faxed to the SPD Off Duty Coordinator. Contact information can be found at www.surpriseaz.gov/police. Failure to adhere to the twenty-four (24) hour cancellation requirement will result in a charge to the Contractor of the minimum four (4) hour fee.
22. The Contractor must complete the following information prior to the approval of any temporary work assignment under this agreement:

CONTRACTOR NAME (AUTHORIZED REPRESENTATIVE):

PHONE ___________________________ FAX __________________________

BILL TO: ___________________________________________________________________

AGREED AND UNDERSTOOD:

__________________________________________________  __________
CONTRACTOR SIGNATURE                  DATE

__________________________________________________  __________
MICHAEL T. FRAZIER (or Designee)           DATE
CHIEF OF POLICE

This Letter Agreement approved as to form by Misty Leslie, Assistant City Attorney, Surprise Police Legal Advisor.
AGENDA ITEM: *Recommendation to Approve the Kingswood Parke Community Association Modification and Amendment Re Land Transfer Agreement and Deed and Maintenance of Property Agreement

EXECUTIVE SUMMARY:

Dysart Unified School District and Kennedy Partners have entered into an agreement to install a solar energy system at Kingswood Elementary School. As part of the original donation of property from Kingswood Parke Community Association, Dysart approved a Land Transfer Agreement and Deed that restricted the use of the property. A modification to the agreement will allow Kennedy Partners to complete the solar project. In addition, the Kingswood Parke Community Association requests a second agreement that deals with the maintenance of the donated property. Dysart’s attorney prepared the two agreements, which have been approved by the Kingswood Parke Community Association Board. Administration presents to the Board the following two agreements:

--The Modification and Amendment Re Land Transfer Agreement and Deed. This document primarily deals with the solar system installation on the property originally donated to Dysart by the Kingswood Parke Community Association. It also acknowledges other improvements to the property including the installation of a parking lot and a bus driveway.

--Agreement Re Maintenance of Property. This is a new agreement between Dysart Unified School District and the Kingswood Park Community Association, drafted to address landscaping and maintenance of the property donated under the Land Transfer Agreement and Deed.

BOARD ACTION REQUESTED:

It is recommended that the Governing Board approve the Modification and Amendment Re Land Transfer Agreement and Deed and the Maintenance of Property Agreement between Kingswood Parke Community Association and Dysart Unified School District.
MODIFICATION AND AMENDMENT RE LAND TRANSFER AGREEMENT AND DEED

DATE: As of August 29th, 2013

PARTIES: KINGSWOOD PARKE COMMUNITY ASSOCIATION, an Arizona non-profit corporation (the "Association"); and

DYSART UNIFIED SCHOOL DISTRICT NO. 89 OF MARICOPA COUNTY, a political subdivision of the State of Arizona (the "District")

PROPERTY: Approximately 8.202 acres of land legally described on Exhibit A attached hereto and incorporated herein by reference (the "Ballfield Property") which together with that land legally described on Exhibit B attached hereto and incorporated herein by reference (the "Building Property") comprise the Kingswood Elementary School (collectively, the "Property"), located at 15150 W. Mondell Road, Surprise, Arizona

RECITALS:

A. Pursuant to a Land Transfer Agreement dated January 8, 1996 by and between the Association and the District (the "Transfer Agreement"), the Association agreed to convey the Ballfield Property to the District, and the Ballfield Property was so conveyed to the District, as evidenced by a Quit Claim Deed and Declaration of Restrictions executed by the Association, as grantor, and the District, as grantee (the "Deed"), which Deed was recorded on March 6, 1996, at Recorder's No. 96-0150267, in the records of Maricopa County, Arizona (the "Official Records").

B. The Transfer Agreement and the Deed both contain, among other things, certain restrictions with respect to the use of the Ballfield Property by the District, namely, as set forth in the Deed:

"[t]he [Ballfield] Property shall be used only for open space, ballfields, or playgrounds and not for construction of buildings or parking of vehicles. Grantee [i.e., the District] shall maintain the Property in a condition suitable for recreational use"

(collectively, the "Ballfield Non-Recreational Use Restrictions").

C. The District has, through third-party contractors, in particular, Kennedy Partners, LLC, as assigned to Constellation Solar Arizona, LLC (collectively, and with all their affiliates and subcontractors, the "Contractor") contracted to have Contractor design, construct, install, operate and maintain on portions of both the Ballfield Property and the Building Property (as well as other properties owned by the District) certain solar panel systems in order to serve the electrical needs of the District and the Property (the "Solar System").

D. The Association has contended that the installation of the Solar System on the Ballfield Property would violate the Ballfield Non-Recreational Use Restrictions in the Transfer Agreement and the Deed, and such asserted violation would give the Association the right, among other things, to restrain and enjoin the installation, construction and use of the Solar
System on the Ballfield Property, that the existing parking, bus access lanes, and certain of the structures on the Ballfield Property and/or the Building Property violate the Non-Recreational Use Restrictions in the Transfer Agreement and the Deed. The Association contends that the District has not fulfilled its maintenance obligations under the Transfer Agreement and Deed by failing to maintain the Ballfield Property in a condition suitable for recreational use, including failure to maintain the sidewalks, the area lights, the drainage system and the landscaping on or used in association with the Ballfield Property. The Association contends that the District has maintained the Property in a condition that is inferior to the condition of recreational areas at other schools within the District. The Association contends that the District has maintained the Property in a condition that is inferior to the surrounding areas maintained by the Association. The Association contends that the District has not kept the ballfields on the Property adequately watered (collectively, the "Association Claims").

E. The District disputes the Association Claims, and affirmatively asserts and contends (i) that the installation, construction and use of the Solar System does not violate the Transfer Agreement and the Deed because the Solar System is not a "building," (ii) that the Solar System will not be incompatible with or materially affect the use of any of the Property for normal and customary recreation purposes, (iii) that the existing parking, bus access lanes, and recreation structures on any of the Property are similarly consistent with the normal and customary recreational use of the Property and/or any claims to the contrary by the Association are subject to waiver, laches and other legal and equitable claims and defenses, (iv) that the District has adequately maintained the Ballfield Property in a condition suitable for normal and customary recreational use, and (v) that any action by the Association to hinder or delay the design, construct, install, operate and maintain the Solar System will occasion damages, including consequential damages, for which the Association will be liable, including for attorneys' fees and costs (collectively, the "District Claims").

F. The Association is the homeowners association established pursuant to that certain Master Declaration of Covenants, Conditions and Restrictions for Kingswood Parke dated December 14, 1987, and recorded on January 14, 1988, at Recorder's No. 88-017966 in the Official Records (as amended from time to time, the "Declaration"). The Declaration contains certain restrictions with respect to the use of the Property, including certain use restrictions and architectural controls (collectively, the "Declaration Use Restrictions").

G. The Association and the District desire to settle their respective Association Claims and District Claims (collectively, the "Claims") and to affirm that the Solar System as depicted on Exhibit C shall be deemed approved by the Association's Architectural Committee and will not be considered a violation of the Ballfield Non-Recreational Use Restrictions or the Declaration Use Restrictions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1 Accuracy of Recitals. The Association and the District acknowledge that the Recitals set forth above are true, accurate, and correct, and such Recitals are incorporated herein by this reference.

SECTION 2 Definitions. All terms used in this Agreement (the "Agreement") that are denoted by initial capital letters and not otherwise defined herein shall have the same meanings as in the Transfer Agreement and the Deed to the fullest extent possible unless the context otherwise dictates.

CMM:cmn 1996855.9 8/28/2013
SECTION 3 Reaffirmation of Transfer Agreement and the Deed. The Association and the District reaffirm all of their respective obligations, rights and remedies under the Transfer Agreement and the Deed, subject to the amendments and modifications set forth in this Agreement.

SECTION 4 Modification/Amendment/Affirmation.

(a) Approval of Solar System; Depiction. In settlement of the Claims, the District has agreed to relocate and modify the Solar System as reflected on the Site Depiction attached hereto as Exhibit C and incorporated herein by reference (the “Depiction”). So long as the Solar System is designed, constructed, installed, operated and maintained in substantial conformity with the Depiction, the Association expressly acknowledges and agrees (i) that the Solar System as depicted on Exhibit C will not be considered a violation of the Transfer Agreement, the Ballfield Non-Recreational Use Restrictions, the Declaration Use Restrictions, the Deed and the Declaration, (ii) that the Solar System as depicted on Exhibit C shall be deemed approved by the Association’s Architectural Committee, and (iii) that the installation, operation and maintenance of the Solar System does not and shall not be deemed to violate or in any manner impair the easement rights reserved to the Association in the Deed or the Declaration. The Association hereby so consents to the Solar System, and waives all of the Association Claims against the District related to the Solar System as depicted on Exhibit C arising under the Transfer Agreement, the Deed and the Declaration. The Association reserves its approval rights and remedies under the Transfer Agreement, the Deed and the Declaration as to any future changes to the Solar System, provided that any future changes, improvements, and/or enhancements to the Solar System required by applicable governmental entities shall be deemed approved. The District may, in its discretion, remove any or all of the Solar System at any time. The Solar System shall include all current and future necessary ancillary and appurtenant equipment, including electrical enclosures, shading, etc.

(b) Deed Modification. To evidence such consent and waiver of record, the Association and the District shall execute and cause to be recorded in the Official Records a Modification and Amendment to Quit Claim Deed and Declaration of Restrictions in substantially the form attached hereto as Exhibit D and incorporated herein by reference (the “Deed Modification”).

(c) Affirmation. The Association affirms that the Property is owned by the District in fee, subject to the Association’s Declaration, and that the Solar System as depicted on Exhibit C shall be deemed approved by the Association’s Architectural Committee and not in violation of the Declaration Use Restrictions. The Association affirms that the Declaration Use Restrictions, will not restrict, preclude, prevent or hinder the construction, installation, operation or maintenance of the Solar System as depicted on Exhibit C. The District affirms that, subject to the Solar System as depicted on Exhibit C, the Ballfield Property shall be used only for open space, ballfields, or playgrounds and, without the prior written consent of the Association, not for the construction of buildings or parking of vehicles, as provided by the terms of the Deed and the Declaration, and not for the construction of additional solar systems other than the Solar System.

(d) Lighting on Solar System. The District agrees that appropriate lighting shall be installed on the Canopy KW-1 for the Solar System. The Association shall be responsible for the utility charges for such lighting in the Canopy.

(e) Existing Parking Facilities. The Association agrees that, although it claims that same is in violation of the Ballfield Non-Recreational Use Restrictions in the
Transfer Agreement and the Deed, the existing parking facilities and bus access lanes may remain on the Ballfield Property. Other than as to the foregoing, the District agrees that, without the prior written consent of the Association, the Ballfield Property shall not be used for the parking of vehicles, as provided by the terms of the Deed and the Declaration.

(f) Maintenance of Property. The District and the Association have contemporaneously entered into an Agreement Re Maintenance of Property dated August 29th, 2013 (the "Maintenance Agreement"). The Maintenance Agreement addresses certain maintenance issues concerning the Ballfield Property.

SECTION 5 The Association's and the District's Covenants, Representations and Warranties. The Association and the District each respectively covenant, represent and warrant, as applicable to each party, as follows:

5.1 Representations. All representations and warranties made and given in this Agreement are true, accurate, and correct.

5.2 Entity. The Association is a non-profit corporation, which is duly incorporated, validly existing and in good standing under the laws of Arizona. The District is a political subdivision of the State of Arizona, which is validly existing and in good standing under the laws of Arizona.

5.3 Authorization. This Agreement, and any instrument or agreement required hereunder, including the Deed Modification, are within the Association's and the District's powers, have been duly authorized and approved, and do not conflict with the articles of organization, or other organizational documents of either the Association or the District.

5.4 Enforceable Documents/No Conflicts. This Agreement is a legal, valid and binding agreement of the Association and the District, enforceable in accordance with its respective terms, and any instrument or agreement required hereunder or thereunder, including the Deed Modification, when executed and delivered, will be similarly legal, valid, binding and enforceable. This Agreement does not conflict with any law, agreement, or obligation by which the Association of the District are bound.

5.5 No Other Default. No default or violation (other than as to the asserted Association Claims or the District Claims) has occurred and is continuing under the Transfer Agreement or the Deed, and no event has occurred and is continuing which, with notice or the passage of time or both, would be an event of default.

SECTION 6 Release. In consideration of the agreements set forth in this Agreement, the Association and the District, and all of their respective successors, assigns, directors, officers, employees, agents, and representatives hereby fully, finally, and forever release and discharge the other and their respective successors, assigns, directors, officers, employees, agents, and representatives from any and all actions, causes of action, claims, debts, demands, liabilities, obligations, and suits of whatever kind or nature, in law or equity, in respect of or relating in any way to the Claims.

SECTION 7 No Prejudice. This Agreement shall not prejudice any obligations, rights or remedies arising or accruing under the Transfer Agreement, Deed, Declaration or Maintenance Agreement after the date of this Agreement and not within the scope of the Claims.
SECTION 8 Integration. This Agreement: (a) integrates all the terms and conditions mentioned in or incidental to the Claims; (b) supersedes all oral negotiations and prior and other writings with respect to their subject matter; and (c) is intended by the parties as the final expression of the agreement with respect to the terms and conditions set forth in those documents and as the complete and exclusive statement of the terms agreed to by the parties. If there is any conflict between the terms, conditions and provisions of this Agreement, those of any other agreement or instrument, the terms, conditions and provisions of this Agreement shall prevail. No modification of this Agreement shall be effective unless in writing and signed by the applicable parties to be bound thereby.

SECTION 9 Counterparts. This Agreement and any attached consents or exhibits requiring signatures may be executed in as many counterparts as necessary or convenient, and by the different parties on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same agreement.

SECTION 10 Invalidity. If any court or arbitrator of competent jurisdiction determines any provision of this Agreement to be invalid, illegal or unenforceable, that portion shall be deemed severed from the rest, which shall remain in full force and effect as though the invalid, illegal or unenforceable portion had never been a part of the Agreement.

SECTION 11 Governing Law. This Agreement shall be governed by the laws of the State of Arizona, without regard to the choice of law rules of the State of Arizona.

SECTION 12 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 13 Default. The Association’s or the District’s failure to comply with any provision of this Agreement and the breach of any representation and warranty herein shall constitute a default and shall entitle the non-defaulting party to exercise any and all of its rights and remedies under the Transfer Agreement, the Deed, the Deed Modification, the Declaration, and/or this Agreement.

SECTION 14 No Waiver. No failure to exercise and no delay in exercising any right, power or remedy hereunder shall impair any right, power or remedy, nor shall such delay be construed to be a waiver of any of such rights, powers or remedies. No waiver of any default or breach shall be a waiver of any other default or breach or of any default or breach subsequently occurring.

SECTION 15 Mutual Agreement. The parties hereto agree that the terms and provisions of this Agreement embody their mutual intent and that such terms and provisions are not to be construed more liberally in favor, or more strictly against, any party. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if it had been prepared by all of the parties.

SECTION 16 Time is of the Essence. Time is of the essence of this Agreement.

SECTION 17 Headings. Section headings are for reference only and shall not affect the interpretation or meaning of any provisions of this Agreement.

SECTION 18 Further Performance. The Association and the District, whenever and as often as either of them shall be reasonably requested, shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered such further instruments and documents
and to do any and all things as may be requested in order to carry out the intent and purpose of this Agreement.

SECTION 19 Survival. The representations, warranties, acknowledgments and agreements set forth herein shall survive the execution and delivery of this Agreement.

SECTION 20 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Association and the District and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates set forth below to be effective as of the day and year set forth above.

The Association: KINGWOOD PARKE COMMUNITY ASSOCIATION, an Arizona non-profit corporation

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

The District: DYSART UNIFIED SCHOOL DISTRICT NO. 89 OF MARICOPA COUNTY, a political subdivision of the State of Arizona

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

Legal description of Ballfield Property

EXHIBIT "A"

LEGAL DESCRIPTION OF
KINGSWOOD PARK
BASEBALL FIELD

That part of Section 32, Township 4 North, Range 1 West, of the
Gila and Salt River Base and Meridian, Maricopa County, Arizona,
more particularly described as follows:

Commencing at the Southwest Corner of said Section 32;

Thence, South 89°01'12" East, along the South line of said Section
32, a distance of 1319.94 feet;

Thence, north 00°58'40" East, 218.07 feet to the beginning of a
tangent curve of 943.00 foot radius, concave Southwesterly;

Thence, Northwesterly, along said curve, through a central angle of
27°13'23", a distance of 449.00 East;

Thence, North 63°45'25" East, 190.74 feet to the beginning of a
tangent curve of 1500.00 foot radius, concave Southeasterly;

Thence, Northeasterly, along said curve, through a central angle of
27°13'23", a distance of 546.40 feet;

Thence, South 89°01'12" East, 226.18 feet to the beginning of a
tangent curve of 1500.00 foot radius, concave Northwesterly;

Thence, Northerly, along said curve, through a central angle of
19°49'19", a distance of 518.93 feet;

Thence, North 28°36'32" West, 33.50 feet to the True Point of
Beginning;

Thence, continuing North 28°36'32" West, 512.32 feet;

Thence, South 68°05'42" East, 740.25 feet;

Thence, South 1°54'18" East, 492.12 feet to the beginning of a
983.00 foot radius non-tangent curve, whose center bears South
15°23'01" East;

Thence, Southwesterly, along said curve, through a central angle of
08°30'51", a distance of 111.76 feet;

Thence, South 89°06'09" West, 467.43 feet to the beginning of a
tangent curve of 1467.00 foot radius, concave Northwesterly;

Thence, Southwesterly, along said curve, through a central angle of
03°16'40", a distance of 8.32 feet to the True Point of Beginning.

Containing 8.020 Acres, more or less.
EXHIBIT B
Legal description of Building Property

February 23, 1988

DESCRIPTION
KITCHENWOOD PARKE
SCHOOL SITE
NET LEGAL
(REVISED)

That part of Section 32, Township 6 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southwest Corner of said Section 32:

Thenence, South 09°01'12" East, along the South line of said Section 32, a distance of 1319.94 feet;

Thenence, North 00°39'48" East, 218.07 feet to the beginning of a tangent curve of 945.00 foot radius, concave Southwesterly;

Thenence, Northwesterly, along said curve, through a central angle of 28°13'23", a distance of 445.00 feet;

Thenence, North 63°45'25" East, 110.74 feet to the beginning of a tangent curve of 1100.00 foot radius, concave Southwesterly;

Thenence, Northwesterly, along said curve, through a central angle of 20°53'44", a distance of 417.49 feet;

Thenence, North 15°32'07" East, 35.25 feet to the True Point of Beginning;

Thenence, continuing North 15°32'07" East, 565.47 feet;

Thenence, South 55°44'19" East, 274.28 feet;

Thenence, North 62°24'10" East, 133.86 feet;

Thenence, South 77°13'32" East, 173.90 feet;

Thenence, South 28°36'32" East, 439.32 feet to the beginning of a 1467.00 foot radius non-tangent curve, whose center bears North 10°37'12" West;

Thenence, Southwesterly, along said curve, through a central angle of 19°36'00", a distance of 501.84 feet;

Thenence, North 07°01'12" West, 226.18 feet to the beginning of a tangent curve of 1183.00 foot radius, concave Southerly;

EXHIBIT A
I've transcribed the text from the image as follows:

Description:
Elywood Park School Site-Net Legal (Revised)
Page 2
February 21, 1968

Shore, Wastern, along said curvo, through a central angle of 05°00'00", a distance of 126.06 feet to the True Point of Beginning.

Containing 6.79 Acres, more or less

Subject to a 12.00 foot sewer easement along the West 12.00 feet of the above described parcel, as shown on the map to accompany legal.

[Signature]

Job 1019 45
Description: Maricopa,AZ Document Year,DocID 1988.164218 Page: 4 of 5
Order: 36 Comment:

CMC:cm 1996855.9 8/28/2013
EXHIBIT C
Site Depiction of Solar System
EXHIBIT D

WHEN RECORDED RETURN TO:

Gust Rosenfeld, PLC
One East Washington Street
Suite 1600
Phoenix, Arizona 8504-2553
Attention: Christopher M. McNichol

MODIFICATION AND AMENDMENT TO QUIT CLAIM DEED AND DECLARATION OF RESTRICTIONS

This Modification and Amendment to Quit Claim Deed and Declaration of Restrictions (this "Amendment") is made as of the 29th of August, 2013, by and between KINGWOOD PARKE COMMUNITY ASSOCIATION, an Arizona non-profit corporation (the "Association" or "Grantor") and DYSART UNIFIED SCHOOL DISTRICT NO. 89 OF MARICOPA COUNTY, a political subdivision of the State of Arizona (the "District" or "Grantee").

RECITALS/AGREEMENT:

A. Pursuant to a Land Transfer Agreement dated January 8, 1996 by and between the Association and the District (the "Transfer Agreement"), the Association agreed to convey that real property described on Exhibit A attached hereto and incorporated herein by reference (the "Ballfield Property") to the District, and the Ballfield Property was so conveyed to the District as evidenced by a Quit Claim Deed and Declaration of Restrictions executed by the Association, as grantor, and the District, as grantee (the "Deed"), which Deed was recorded on March 6, 1996, at Recorder's No. 96-0150267, in the records of Maricopa County, Arizona (the "Official Records").

B. The District also owns that land legally described on Exhibit B attached hereto and incorporated herein by reference (the "Building Property") which Building Property together with the Ballfield Property together comprise the Kingswood Elementary School located at 15150 W. Mondell Road, Surprise, Arizona (collectively, the "Property").

C. The Association is the homeowners association established pursuant to that certain Master Declaration of Covenants, Conditions and Restrictions for Kingswood Parke dated December 14, 1987, and recorded on January 14, 1988, at Recorder's No. 88-017966 in the Official Records (as amended from time to time, the "Declaration"). The Declaration contains certain restrictions with respect to the use of the Property, including certain use restrictions and architectural controls (collectively, the "Declaration Use Restrictions").

D. Pursuant to Modification and Amendment to Land Transfer Agreement of even date herewith (the "Modification Agreement"), which Modification Agreement is incorporated herein by reference, the Association and the District have agreed to a modification and amendment of certain restrictions in the Deed and Land Transfer Agreement. In particular, and without limitation, the Association expressly acknowledges and agrees (i) that the Solar System as depicted on Exhibit C will not be a violation of the Transfer Agreement, the Declaration Use Restrictions, the Deed and the Declaration, (ii) that the Solar System as depicted on Exhibit C
shall be deemed approved by the Association’s Architectural Committee, and (iii) that the installation, operation and maintenance of the Solar System does not and shall not be deemed to violate or in any manner impair the easement rights reserved to the Association in the Deed or the Declaration. The Association hereby so consents to the Solar System, and waives all of the Association Claims against the District related to the Solar System as depicted on Exhibit C arising under the Transfer Agreement, the Deed and the Declaration. The Association reserves its approval rights and remedies under the Transfer Agreement, the Deed and the Declaration as to any material future changes to the Solar System, provided that any future changes, improvements, and/or enhancements to the Solar System required by applicable governmental entities shall be deemed approved. The District may, in its discretion, remove any or all of the Solar System at any time. The Solar System shall include all current and future necessary ancillary and appurtenant equipment, including electrical enclosures, shading, etc.

E. The Association has also agreed and affirmed that the Ballfield Property is owned by the District in fee, subject to the Declaration, and that, although the Association claims that same is in violation of the Non-Recreational Use Restrictions in the Transfer Agreement and the Deed, the existing parking facilities and bus access lanes may remain on the Ballfield Property.

F. Except only as modified by this Amendment, the Land Transfer Agreement and Deed remain in full force and effect.

F. This Amendment may be executed in one or more counterparts.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date herein first above written.

The Association: KINGWOOD PARKE COMMUNITY ASSOCIATION, an Arizona non-profit corporation

By: [Signature]

Name: [Name]
Title: [Title]
Date: [Date]

The District: DYSART UNIFIED SCHOOL DISTRICT NO. 89 OF MARICOPA COUNTY, a political subdivision of the State of Arizona

By: [Signature]

Name: [Name]
Title: [Title]
Date: [Date]
State of Arizona

County of Maricopa

The foregoing instrument was acknowledged before me this 29th day of August, 2013, by Richard W. McComb, the President of Kingswood Parke Community Association, an Arizona non-profit corporation.

(Seal and Expiration Date)

MARY A. SIMMONS
Notary Public - Arizona
Maricopa County
My Comm. Expires Mar 19, 2014

State of Arizona

County of Maricopa

The foregoing instrument was acknowledged before me this __________ day of __________, 2013, by __________, the __________ of Dysart Unified School District No. 89 of Maricopa County, a political subdivision of the State of Arizona.

(Seal and Expiration Date)

[Signature]
Notary Public
EXHIBIT A
Legal description of Ballfield Property

EXHIBIT "A"
LEGAL DESCRIPTION OF
KINGSWOOD PARKE
BASEBALL FIELD

That part of Section 32, Township 4 North, Range 1 West, of the
Gila and Salt River Base and Meridian, Maricopa County, Arizona,
more particularly described as follows:

Commencing at the Southwest Corner of said Section 32, and
Thence, South 89°01'12" East, along the South line of said Section
32, a distance of 1319.94 feet;

Thence, North 00°59'48" East, 218.07 feet to the beginning of a
tangent curve of 945.00 foot radius, concave Southwesterly;

Thence, Northwesterly, along said curve, through a central angle of
27°13'23", a distance of 449.00 feet;

Thence, North 63°45'25" East, 190.74 feet to the beginning of a
tangent curve of 1150.00 foot radius, concave Southeasterly;

Thence, Northeasterly, along said curve, through a central angle of
27°13'23", a distance of 546.40 feet;

Thence, South 89°01'12" East, 226.18 feet to the beginning of a
tangent curve of 1500.00 foot radius, concave Northwesterly;

Thence, Northeasterly, along said curve, through a central angle of
19°49'19", a distance of 518.93 feet;

Thence, North 28°36'32" West, 33.50 feet to the True Point of
Beginning;

Thence, continuing North 28°36'32" West, 512.32 feet;
Thence, North 70°05'42" East, 740.25 feet;

Thence, South 15°25'13" East, 492.12 feet to the beginning of a
983.00 foot radius non-tangent curve, whose center bears South
15°23'01" East;

Thence, Southwesterly, along said curve, through a central angle of
09°30'51", a distance of 111.76 feet;

Thence, South 68°06'09" West, 467.43 feet to the beginning of a
tangent curve of 1467.00 foot radius, concave Northwesterly;

Thence, Southwesterly, along said curve, through a central angle of
03°16'40", a distance of 83.92 feet to the True Point of Beginning.

Containing 8.020 Acres, more or less.
EXHIBIT B
Legal description of Building Property

February 23, 1988

DESCRIPTION
KINGSFORD PARKS
SCHOOL SITE
NET LEGAL
(REVISED)

That part of Section 22, Township 4 North, Range 1 West, of the Gila and Salt Rivers Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southwest Corner of said Section 22;

Thence, South 89°01'12" East, along the South line of said Section 32, a distance of 1319.94 feet;

Thence, North 00°59'48" East, 218.07 feet to the beginning of a tangent curve of 945.00 foot radius, concave Southwesterly;

Thence, Northwesterly, along said curve, through a central angle of 27°13'21", a distance of 449.00 feet;

Thence, North 63°40'25" East, 190.74 feet to the beginning of a tangent curve of 1130.00 foot radius, concave Southwesterly;

Thence, Northeasternly, along said curve, through a central angle of 20°53'44", a distance of 419.40 feet;

Thence, North 15°32'07" East, 35.25 feet to the True Point of Beginning;

Thence, continuing North 15°32'07" East, 565.47 feet;

Thence, South 59°44'19" East, 274.28 feet;

Thence, South 62°24'10" East, 113.04 feet;

Thence, South 77°13'32" East, 172.98 feet;

Thence, South 28°36'32" East, 459.32 feet to the beginning of a 1467.00 foot radius non-tangent curve, whose center bears North 10°37'12" West;

Thence, Southeasterly, along said curve, through a central angle of 10°36'04", a distance of 501.84 feet;

Thence, North 87°01'12" West, 226.18 feet to the beginning of a tangent curve of 1103.00 foot radius, concave Southwesterly;

EXHIBIT A
Description
Kingswood Palos School Site-Set Legal (Revised)
Page 2
February 23, 1980

Thence, westerly, along said curve, through a central angle of 05°43'09", a distance of 118.08 feet to the True Point of Beginning.

Containing 0.79 acres, more or less

Subject to a 12.00 foot easement along the West 12.00 feet of the above described parcel, as shown on the map to accompany legal.
EXHIBIT C
SITE DEPICTION OF SOLAR SYSTEM
AGREEMENT RE
MAINTENANCE OF PROPERTY

DATE: As of August 29th, 2013

PARTIES: KINGSWOOD PARKE COMMUNITY ASSOCIATION, an Arizona non-profit corporation (the "Association"); and

DYSART UNIFIED SCHOOL DISTRICT NO. 89 OF MARICOPA COUNTY, a political subdivision of the State of Arizona (the "District")

PROPERTY: Approximately 8.202 acres of land legally described on Exhibit A attached hereto and incorporated herein by reference (the "Ballfield Property") which together with that land legally described on Exhibit B attached hereto and incorporated herein by reference (the "Building Property") comprise the Kingswood Elementary School (collectively, the "Property"), located at 15150 W. Mondell Road, Surprise, Arizona

RECITALS:

A. Pursuant to a Land Transfer Agreement dated January 8, 1996 by and between the Association and the District (the "Transfer Agreement"), the Association agreed to convey the Ballfield Property to the District, and the Ballfield Property was so conveyed to the District, as evidenced by a Quit Claim Deed and Declaration of Restrictions executed by the Association, as grantor, and the District, as grantee (the "Deed"), which Deed was recorded on March 6, 1996, at Recorder's No. 96-0150267, in the records of Maricopa County, Arizona (the "Official Records").

B. The Transfer Agreement and the Deed both contain, among other things, certain restrictions with respect to the use of the Ballfield Property by the District, namely, as set forth in the Deed:

"[t]he [Ballfield] Property shall be used only for open space, ballfields, or playgrounds and not for construction of buildings or parking of vehicles. Grantee [i.e., the District] shall maintain the Property in a condition suitable for recreational use"

(collectively, the "Ballfield Non-Recreational Use Restrictions").

C. The District has, through third-party contractors, in particular, Kennedy Partners, LLC, as assigned to Constellation Solar Arizona, LLC (collectively, and with all their affiliates and subcontractors, the "Contractor") contracted to have Contractor design, construct, install, operate and maintain on portions of both the Ballfield Property and the Building Property (as well as other properties owned by the District) certain solar panel systems in order to serve the electrical needs of the District and the Property (the "Solar System").

D. The Association has contended that the installation of the Solar System on the Ballfield Property would violate the Ballfield Non-Recreational Use Restrictions in the Transfer Agreement and the Deed, and such asserted violation would give the Association the right, among other things, to restrain and enjoin the installation, construction and use of the Solar
System on the Ballfield Property, that the existing parking, bus access lanes, and certain of the structures on the Ballfield Property and/or the Building Property violate the Non-Recreational Use Restrictions in the Transfer Agreement and the Deed. The Association contends that the District has not fulfilled its maintenance obligations under the Transfer Agreement and Deed by failing to maintain the Ballfield Property in a condition suitable for recreational use, including failure to maintain the sidewalks, the area lights, the drainage system and the landscaping on or used in association with the Ballfield Property. The Association contends that the District's failure to maintain the area lights has resulted in a dark, dangerous area along the north walkway of the Ballfield Property. The Association contends that the District has maintained the Ballfield Property in a condition that is inferior to the condition of recreational areas at other schools within the District. The Association contends that the District has maintained the Ballfield Property in a condition that is inferior to the surrounding areas maintained by the Association. The Association contends that the District has not kept the ballfields on the Ballfield Property adequately watered (collectively, the "Association Claims").

E. The District disputes the Association Claims, and affirmatively asserts and contends (i) that the installation, construction and use of the Solar System does not violate the Transfer Agreement and the Deed because the Solar System is not a "building," (ii) that the Solar System will not be incompatible with or materially affect the use of any of the Ballfield Property for normal and customary recreation purposes, (iii) that the existing parking, bus access lanes, and recreation structures on any of the Ballfield Property are similarly consistent with the normal and customary recreational use of the Ballfield Property and/or any claims to the contrary by the Association are subject to waiver, laches and other legal and equitable claims and defenses, (iv) that the District has adequately maintained the Ballfield Property in a condition suitable for normal and customary recreational use, (v) that the previous lighting poles along the north walkway of the Ballfield Property had deteriorated and created a hazardous situation on or near the Ballfield Property, and (vi) that any action by the Association to hinder or delay the design, construct, install, operate and maintain the Solar System will occasion damages, including consequential damages, for which the Association will be liable, including for attorneys' fees and costs (collectively, the "District Claims").

F. The Association is the homeowners association established pursuant to that certain Master Declaration of Covenants, Conditions and Restrictions for Kingswood Parke dated December 14, 1987, and recorded on January 14, 1988, at Recorder's No. 88-017966 in the Official Records (as amended from time to time, the "Declaration"). The Declaration contains certain restrictions with respect to the use of the Property, including certain use restrictions and architectural controls (collectively, the "Declaration Use Restrictions").

G. The Association and the District desire to settle their respective Association Claims and District Claims (collectively, the "Claims") and to affirm that the Solar System as depicted on Exhibit C shall be deemed approved by the Association's Architectural Committee and will not be considered a violation of the Ballfield Non-Recreational Use Restrictions or the Declaration Use Restrictions.

H. The Association and the District have contemporaneously entered into a Modification and Amendment Re Land Transfer Agreement and Deed dated August 29th, 2013 (the "Modification Agreement") in resolution of the Claims and allowance of the construction and use of the Solar System.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:
SECTION 1  Accuracy of Recitals. The Association and the District acknowledge that the Recitals set forth above are true, accurate, and correct, and such Recitals are incorporated herein by this reference.

SECTION 2  Definitions. All terms used in this Agreement (the "Agreement") that are denoted by initial capital letters and not otherwise defined herein shall have the same meanings as in the Modification Agreement to the fullest extent possible unless the context otherwise dictates.

SECTION 3  Reaffirmation of Modification Agreement. The Association and the District reaffirm all of their respective obligations, rights and remedies under the Modification Agreement, subject to the terms of this Agreement.

SECTION 4  Maintenance of Property.

(a) Lighting on Property. The District had previously removed twelve (12) sidewalk lights on the pathway along the north end of the Ballfield Property for safety reasons because the light poles were deteriorated. The District agrees, as part of the installation of the Solar System (as provided in the Modification Agreement), that appropriate lighting shall be installed on the Canopy KW-1 for the Solar System as such time as the installation of the Solar System. The Association shall be responsible for the utility charges for such lighting in the Canopy. The District may, in its discretion, remove any or all of the Solar System (including any lighting) at any time; provided that the installed lighting on said Canopy will not be removed independent of the removal of the entire Canopy itself. If such Canopy is removed, the District shall coordinate with the Association to install an appropriate replacement lighting system along the north end of the Ballfield Property.

(b) Revitalization of Ballfield Property. The District shall ensure that it maintains the Ballfield Property at all times so that it is kept in a condition that is suitable for recreational purposes and is comparable to the quality of the recreational fields on the District's other schools. The District shall ensure that all grass on the Ballfield Property is appropriately maintained and watered, consistent with the use of the Ballfield Property as part of a school property, except as circumstances otherwise dictate. The District and the Association agree to hereinafter explore options for the District to access water for such watering of the Ballfield Property, including the possible purchase by the District of irrigation water as provided in the Transfer Agreement and Deed. The District shall be responsible for filing any reports required by the State of Arizona related to the use of irrigation water on the Ballfield Property. The District agrees to develop a written plan for the revitalization and maintenance of the Ballfield Property within thirty (30) days of the execution of this Agreement and further shall implement and complete such plan within six (6) months of the date of this Agreement. The District shall provide the Association with a copy of such plan and shall reasonably apprise the Association of the District's ongoing efforts relative to such revitalization and maintenance.

(c) Arbitration of Disputes. The Parties agree that if the District does not comply with its obligations under this Agreement, the Association shall send the District a "Notice to Cure" with detail of the asserted noncompliance items. The Notice to Cure shall allow the District thirty (30) days to commence curing of the breach or a longer reasonable period of time if the cure is one which justifiably will take longer than thirty days to address. If the District fails timely to cure its breach or if the District disputes the Association's Notice to Cure or other claims and allegations, the Parties shall select an independent licensed qualified third-party expert in landscaping of educational facilities to arbitrate the dispute, including one which may be selected through the American Arbitration Association or similar qualified arbitration forum.
Such arbitrator shall address all the landscape maintenance issues between the parties. If such arbitrator determines that the District has breached its obligations under this Agreement, the District shall initiate performance of the maintenance obligations within thirty (30) days of the arbitrator's decision. The decision of such arbitrator shall be final and binding. In the event the parties are not able to agree on an arbitrator, each party shall select an independent licensed qualified third-party expert in landscaping of educational facilities, and those two landscapers shall select a third independent licensed qualified third-party expert in landscaping of educational facilities who shall serve as the lone arbitrator. The arbitrator shall be authorized to award the prevailing party its reasonable attorneys' fees and costs in enforcing/defending under this Agreement. In no event shall any portion of the Property be subject to any forfeiture or reversionary right in favor of the Association under this Agreement.

(d) Existing Parking Facilities. The Association agrees that, although it claims that same is in violation of the Ballfield Non-Recreational Use Restrictions in the Transfer Agreement and the Deed, the existing parking facilities and bus access lanes may remain on the Ballfield Property. The District agrees that, without the prior written consent of the Association, the Ballfield Property shall not be used for the parking of vehicles, as provided by the terms of the Deed and the Declaration.

SECTION 5 The Association's and the District's Covenants, Representations and Warranties. The Association and the District each respectively covenant, represent and warrant, as applicable to each party, as follows:

5.1 Representations. All representations and warranties made and given in this Agreement are true, accurate, and correct.

5.2 Entity. The Association is a non-profit corporation, which is duly incorporated, validly existing and in good standing under the laws of Arizona. The District is a political subdivision of the State of Arizona, which is validly existing and in good standing under the laws of Arizona.

5.3 Authorization. This Agreement, and any instrument or agreement required hereunder, are within the Association's and the District's powers, have been duly authorized and approved, and do not conflict with the articles of organization, or other organizational documents of either the Association or the District.

5.4 Enforceable Documents/No Conflicts. This Agreement is a legal, valid and binding agreement of the Association and the District, enforceable in accordance with its respective terms, and any instrument or agreement required hereunder or thereunder, when executed and delivered, will be similarly legal, valid, binding and enforceable. This Agreement does not conflict with any law, agreement, or obligation by which the Association of the District are bound.

5.5 No Other Default. No default or violation (other than as to the asserted Association Claims or the District Claims) has occurred and is continuing under the Transfer Agreement or the Deed, and no event has occurred and is continuing which, with notice or the passage of time or both, would be an event of default.

SECTION 6 Release. In consideration of the agreements set forth in this Agreement, the Association and the District, and all of their respective successors, assigns, directors, officers, employees, agents, and representatives hereby fully, finally, and forever release and discharge the other and their respective successors, assigns, directors, officers, employees,
agents, and representatives from any and all actions, causes of action, claims, debts, demands, liabilities, obligations, and suits of whatever kind or nature, in law or equity, in respect of or relating in any way to the Claims.

SECTION 7  No Prejudice. This Agreement shall not prejudice any obligations, rights or remedies arising or accruing under the Transfer Agreement, Deed, Declaration or Modification Agreement after the date of this Agreement and not within the scope of the Claims.

SECTION 8  Integration. This Agreement: (a) integrates all the terms and conditions mentioned in or incidental to the Claims; (b) supersedes all oral negotiations and prior and other writings with respect to their subject matter; and (c) is intended by the parties as the final expression of the agreement with respect to the terms and conditions set forth in those documents and as the complete and exclusive statement of the terms agreed to by the parties. If there is any conflict between the terms, conditions and provisions of this Agreement, those of any other agreement or instrument, the terms, conditions and provisions of this Agreement shall prevail. No modification of this Agreement shall be effective unless in writing and signed by the applicable parties to be bound thereby.

SECTION 9  Counterparts. This Agreement and any attached consents or exhibits requiring signatures may be executed in as many counterparts as necessary or convenient, and by the different parties on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same agreement.

SECTION 10  Invalidity. If any court or arbitrator of competent jurisdiction determines any provision of this Agreement to be invalid, illegal or unenforceable, that portion shall be deemed severed from the rest, which shall remain in full force and effect as though the invalid, illegal or unenforceable portion had never been a part of the Agreement.

SECTION 11  Governing Law. This Agreement shall be governed by the laws of the State of Arizona, without regard to the choice of law rules of the State of Arizona.

SECTION 12  Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 13  Default. The Association's or the District's failure to comply with any provision of this Agreement and the breach of any representation and warranty herein shall constitute a default and shall entitle the non-defaulting party to exercise any and all of its rights and remedies under this Agreement, subject to Section 4(c) above.

SECTION 14  No Waiver. No failure to exercise and no delay in exercising any right, power or remedy hereunder shall impair any right, power or remedy, nor shall such delay be construed to be a waiver of any of such rights, powers or remedies. No waiver of any default or breach shall be a waiver of any other default or breach or of any default or breach subsequently occurring.

SECTION 15  Mutual Agreement. The parties hereto agree that the terms and provisions of this Agreement embody their mutual intent and that such terms and provisions are not to be construed more liberally in favor, or more strictly against, any party. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if it had been prepared by all of the parties.

SECTION 16  Time is of the Essence. Time is of the essence of this Agreement.
SECTION 17. Headings. Section headings are for reference only and shall not affect the interpretation or meaning of any provisions of this Agreement.

SECTION 18. Further Performance. The Association and the District, whenever and as often as either of them shall be reasonably requested, shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered such further instruments and documents and to do any and all things as may be requested in order to carry out the intent and purpose of this Agreement.

SECTION 19. Survival. The representations, warranties, acknowledgments and agreements set forth herein shall survive the execution and delivery of this Agreement.

SECTION 20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Association and the District and their respective successors and assigns.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates set forth below to be effective as of the day and year set forth above.

The Association: KINGWOOD PARKE COMMUNITY ASSOCIATION, an Arizona non-profit corporation

By: ________________________________
Name: Richard M. McCambridge
Title: PRESIDENT
Date: 8-29-2013

The District: DYSART UNIFIED SCHOOL DISTRICT NO. 89 OF MARICOPA COUNTY, a political subdivision of the State of Arizona

By: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________
EXHIBIT A

Legal description of Ballfield Property

EXHIBIT "A"

LEGAL DESCRIPTION OF
KINGSWOOD PARK
BASEBALL FIELD

That part of Section 32, Township 4 North, Range 1 West, of the
Gila and Salt River Base and Meridian, Maricopa County, Arizona,
more particularly described as follows:

Commencing at the Southwest Corner of said Section 32;
Thence, South 89°01'12" East, along the South line of said Section
32, a distance of 1319.94 feet;
Thence, north 00°58'48" East, 216.07 feet to the beginning of a
tangent curve of 945.00 foot radius, concave Southwesterly;
Thence, Northwesterly, along said curve, through a central angle of
27°13'23'', a distance of 449.00 feet;
Thence, North 63°45'25" East, 190.74 feet to the beginning of a
tangent curve of 1150.00 foot radius, concave Southeasterly;
Thence, Northwesterly, along said curve, through a central angle of
27°13'23'', a distance of 545.49 feet;
Thence, South 89°01'12" East, 226.18 feet to the beginning of a
tangent curve of 1500.00 foot radius, concave Northwesterly;
Thence, Northeasterly, along said curve, through a central angle of
18°49'19'', a distance of 518.93 feet;
Thence, North 28°36'32" West, 33.50 feet to the True Point
of Beginning;
Thence, continuing North 28°36'32" West, 512.32 feet;
Thence, North 70°05'42" East, 740.25 feet;
Thence, South 19°54'12" East, 492.12 feet to the beginning of a
983.00 foot radius non-tangent curve, whose center bears South
19°23'01" East;
Thence, Southwesterly, along said curve, through a central angle of
06°30'51", a distance of 111.76 feet;
Thence, South 08°06'09" West, 467.43 feet to the beginning of a
tangent curve of 1467.00 foot radius, concave Northwesterly;
Thence, Southwesterly, along said curve, through a central angle of
03°15'40", a distance of 83.92 feet to the True Point of Beginning.

Containing 8.020 Acres, more or less.
EXHIBIT B
Legal description of Building Property

February 23, 1988

DESCRIPTION
KINGSWOOD PARKS
SCHOOL SITE
MET LEGAL (REVISED)

That part of Section 32, Township 4 North, Range 1 West, of the Gila and Salt River Range and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southwest Corner of said Section 32;

Thence, South 09°01'12" East, along the South line of said Section 32, a distance of 1319.94 feet;

Thence, North 00°56'49" East, 218.07 feet to the beginning of a tangent curve of 945.00 foot radius, concave Southwesterly;

Thence, Northwesterly, along said curve, through a central angle of 27°13'23", a distance of 449.00 feet;

Thence, North 03°55'25" East, 190.74 feet to the beginning of a tangent curve of 1150.00 foot radius, concave Southeasterly;

Thence, Northeasterly, along said curve, through a central angle of 20°53'44", a distance of 419.40 feet;

Thence, North 15°32'07" East, 35.25 feet to the True Point of Beginning;

Thence, continuing North 15°32'07" East, 565.47 feet;

Thence, South 55°44'19" East, 274.20 feet;

Thence, North 67°24'10" East, 123.04 feet;

Thence, North 37°13'52" East, 122.96 feet;

Thence, South 28°36'32" East, 455.32 feet to the beginning of a 1467.00 foot radius non-tangent curve, whose center bears North 19°36'00" West;

Thence, Southwesterly, along said curve, through a central angle of 19°36'00", a distance of 501.04 feet;

Thence, North 07°01'12" West, 226.18 feet to the beginning of a tangent curve of 1163.00 foot radius, concave Southwesterly.

EXHIBIT A
Thence, Westerly, along said curve, through a central angle of 05°43'00", a distance of 130.68 feet to the True Point of Beginning.

Containing 6.79 Acres, more or less

Subject to a 12.00 foot sewer easement along the West 12.00 feet of the above described parcel, as shown on the map to accompany legal.
AGENDA ITEM: *Recommendation for Approval of the Listed Cooperative Purchases Over the $50,000 Threshold for the 2013-2014 Fiscal Year

EXECUTIVE SUMMARY:

It is recommended the Governing Board approve the following listing of Cooperative Purchases over the $50,000 threshold for the 2013-2014 fiscal year.

ESTIMATED ANNUAL PURCHASE

- Learning.com-SAVE
  $64,000.00

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the listed Cooperative Purchases over the $50,000 threshold for the 2013-2014 fiscal year.

SUBMITTED BY:                       SUPERINTENDENT: 
ACTION BY BOARD: Motion:        Second:    Vote:
AGENDA ITEM: 3

Action/Consent X  Action/Discussion  Information  Supporting Data X

Cost:  
Funding Source:  

**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 August 21, 2013 through September 4, 2013 as presented.

**SUBMITTED BY:**

**SUPERINTENDENT:**

**ACTION BY BOARD:**  Motion:  Second:  Vote:  AGENDA ITEM: 4
### NEW HIRE

#### CERTIFIED STAFF

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laun, Catherine</td>
<td>Teacher</td>
</tr>
<tr>
<td>Villasenor-Mendez, Enedina</td>
<td>Teacher</td>
</tr>
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</table>

#### CLASSIFIED STAFF

<table>
<thead>
<tr>
<th>NAME</th>
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<tbody>
<tr>
<td>Bobo, Marty</td>
<td>Coach</td>
</tr>
<tr>
<td>Dougherty, Kimberly</td>
<td>School Aide</td>
</tr>
<tr>
<td>Essegian, Michelle</td>
<td>Instructional Assistant</td>
</tr>
<tr>
<td>Farjaszewska, Joanna</td>
<td>Crossing Guard</td>
</tr>
<tr>
<td>Frackiewicz, Zbyszek</td>
<td>Instructional Assistant</td>
</tr>
<tr>
<td>Gutierrez, Maria</td>
<td>Child Care Aide</td>
</tr>
<tr>
<td>Henige, Michelle</td>
<td>Child Care Aide</td>
</tr>
<tr>
<td>Horine, Deborah</td>
<td>Crossing Guard</td>
</tr>
<tr>
<td>Lindley, Melissa</td>
<td>Instructional Assistant</td>
</tr>
<tr>
<td>Meadows, Eric</td>
<td>Coach</td>
</tr>
<tr>
<td>Meenk, Robyn</td>
<td>Crossing Guard</td>
</tr>
<tr>
<td>Michael, Hailey</td>
<td>Data Records Tech</td>
</tr>
<tr>
<td>Montano, Maria</td>
<td>Bookstore Manager</td>
</tr>
<tr>
<td>Reeves, Kristy</td>
<td>Instructional Assistant</td>
</tr>
<tr>
<td>Reish, Jeannette</td>
<td>Instructional Assistant</td>
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<tr>
<td>Rhea, Daryll</td>
<td>Coach</td>
</tr>
<tr>
<td>Sauerbrei, Kelly</td>
<td>Instructional Assistant</td>
</tr>
<tr>
<td>Sirochman, Ann</td>
<td>Administrative Secretary II</td>
</tr>
<tr>
<td>Smith, Douglas</td>
<td>Coach</td>
</tr>
<tr>
<td>Valdanbrini, Heidi</td>
<td>Instructional Assistant</td>
</tr>
</tbody>
</table>

#### SUBSTITUTE TEACHERS

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Dates</th>
<th>Assignment</th>
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<tbody>
<tr>
<td>Haskins, Joanna</td>
<td>09/05/2013 – 05/23/2014</td>
<td>Teacher</td>
</tr>
<tr>
<td>Ohannessian, Dikran</td>
<td></td>
<td>Teacher</td>
</tr>
</tbody>
</table>

#### REQUEST FOR LEAVE OF ABSENCE WITHOUT PAY

#### CERTIFIED STAFF

<table>
<thead>
<tr>
<th>NAME</th>
<th>DATES</th>
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<tbody>
<tr>
<td>Beagin, Patricia</td>
<td>09/05/2013 – 05/23/2014</td>
<td>Teacher</td>
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<tr>
<td>Buikema, Ellen</td>
<td>01/06/2014 – 05/23/2014</td>
<td>Teacher</td>
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</table>
CLASSIFIED STAFF

<table>
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<tr>
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<tbody>
<tr>
<td>Doss, Deborah</td>
<td>05/17/2013 – 05/22/2014</td>
<td>Bus Driver</td>
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</table>

RESIGNATION

CERTIFIED STAFF

<table>
<thead>
<tr>
<th>NAME</th>
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<tr>
<td>Frackiewicz, Zbyszek</td>
<td>Personal/Administration Supports</td>
<td>08/30/2013</td>
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<td></td>
<td>Waiver of Liquidated Damages</td>
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<tr>
<td>Johnson, Ursula</td>
<td>Mutually Agreed/Administration Supports</td>
<td>08/26/2013</td>
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<tr>
<td></td>
<td>Waiver of Liquidated Damages</td>
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<td>Jones, April</td>
<td>Relocation/Administration Supports</td>
<td>09/27/2013</td>
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<td></td>
<td>Waiver of Liquidated Damages</td>
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<tr>
<td>Liniger, William</td>
<td>Personal/Administration Supports</td>
<td>08/20/2013</td>
</tr>
<tr>
<td></td>
<td>Waiver of Liquidated Damages</td>
<td></td>
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CLASSIFIED STAFF

<table>
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<tr>
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</thead>
<tbody>
<tr>
<td>Espinoza, Jessie</td>
<td>Personal</td>
<td>09/06/2013</td>
</tr>
<tr>
<td>Markle, Melynda</td>
<td>Personal</td>
<td>08/19/2013</td>
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<tr>
<td>Thomas, LaTaisa</td>
<td>Personal</td>
<td>08/30/2013</td>
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<tr>
<td>Tinder, Michele</td>
<td>Personal</td>
<td>08/26/2013</td>
</tr>
<tr>
<td>Tocco, Frances</td>
<td>Personal</td>
<td>08/22/2013</td>
</tr>
<tr>
<td>Ward, Christina</td>
<td>Personal</td>
<td>08/30/2013</td>
</tr>
<tr>
<td>Young, Ronald</td>
<td>Personal</td>
<td>09/06/2013</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL COMPENSATION

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

- Bedolla, Xavier
- Burnem, Lindsay
- Dennis, Monica
- Fleming, Julie
- Garner, Shannon
- Gibson, Kristina
- Hall, Starlah
- Hamende, Melissa
- Hays, Sandra
- Helmick, Nicholas
- Hice, Jennifer
- Hughens, Amanda
- Hughes, Krista
- Johnson, Bethany
- Johnstone, Christy
- Kutcherman, Ronda
- Mikos, Amy
- Mitchell, Mary
- Morris, Jennifer
- Orozco, Ernestina
- Rico, Lindsey
- Ritchie, Stacey
- Sanchez, Ezra
- Toniasso, Joseph
- Villegas, Christina
- Wheeler, Jacqueline
- Whelpley, Laura
Staff will be paid per MOU for High School Activities.

Bell, Matthew  Kemper, Holly  Tenney, Daniel
Crow, Amy  Kieran, Kimberly  Wagher, Kelley
Gainey, Katye  Romel, James  Waller, Robert
Henrich, James  Salazar, Michelle  Swearingen, Rian
Judge, Byron

Staff will be paid per MOU for High School Class Sponsor.

Bracamontes, Sandy  Gonzalez, Elena  Wagher, Elizabeth
Chase, Michelle  Marose, Jimmy  Wagher, Kelley
Cooney, Natalia  Mather, Sheldon  Wallace, Lesley
Dore, Jennifer  Thompson, Aza

Staff will be paid per MOU for Rachel's Challenge Facilitator.

Chambers, Katharine  Deadman, Lindsey  Folger, Selina

Staff will be paid per MOU to Conduct Staff Development.

Campbell-Hernandez, Kelley  Miller, Ashley  Syler, Jennifer
Caywood, Jeana  Myers, Jill  Terry, Allycia
Fleming, Julie  Neese, Tammy  Toniazzo, Joseph
Housari, Dwynda  Plolium, Megan  Tropea, Amy
Lawson, Shelby  Rodriguez, Kasey  Troy, Leslie
Lebourveau, Jillian  Russell, Susan  Vacey, Judith
McConville, Carrie  Sawyer, Natalie  Wager, Keri
McDaniel, Stefanie  Sheeks, Jaime
Merrill, Julie  Smith, Megan

Staff will be paid per MOU for Curriculum Writing.

Allen, Vicki  Holm, Celena  Offi, Cheryl
Also, Larry  Holzschuh III, Thomas  Paine, Katelynn
Bamhurst, Damon  Housari, Dwynda  Parker, Brad
Blair, Evenstar  House, Tammy  Ploium, Megan
Blechel, Lyndsay  Hoyt, Carole  Quinn, Barbara
Bond, William  Johnson, Sarah  Rasset, Katie
Bowers, Michelle  Kaylor, Sara  Rhodes, Belinda
Brigham, Prescott  Kramer, Jill  Rodriguez, Kasey
Campbell-Hernandez, Kelley  Lawson, Shelby  Russell, Susan
Carleton, Kevin  Lebourveau, Jillian  Sawyer, Natalie
Caywood, Jeana  Lyons, Kayla  Sheeks, Jaime
Crow, Ross  Martinez, Joseph  Smith, Megan
Elledge, Alex  McConville, Carrie  Stanfield, Bentley
England, Melissa  McDaniel, Stefanie  Syler, Jennifer
Fleming, Julie  Merrill, Julie  Terry, Allycia
Ford, Timothy  Morris, Jennifer  Thompson, Cheryl
Goetschius, Wendy  Myers, Jill  Tippins, Andrew
Goto, Michael  Neese, Tammy  Toniazzo, Joseph
Staff will be paid per MOU for Additional Days High School Library Media Specialist.

Barcham, Mary

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

Bitgood, Julianne          Gurley, Sarah          Scherting, Kerry
Cardon, Enrique            Hosmer, Eileen         Tracey, Tammy
Coon, Terri                Laursen, Jay           Walters, Kim
Deffinbaugh, April         Malasnik, Jaylyn       Whalen, Colleen
Donajkowski, Amanda        Ockenfels, Rebecca     Wilkens, Kathryn
Flores, Kayla              Rowe, Carrie

Staff will be paid for Additional Days.

Allen, Ellen               Heier, Maureen          Rademacher, Michaela
Anderson, Robin            Helmick, Nicholas       Robinson, Sarah
Avery, Wendy               Horstman, Lydia         Santellan, Mary
Banks, Jacqueline          Jimenez, Abel           Tabke, Tricia
Baratta, Robert            Jones, Megan            Wolford, Connie
Donajkowski, Amanda        Mullins, Jaime
Gardea, Nolverto           Que, Katie

Staff will be paid per MOU for Teaching and Tutoring.

Carr, Kristen              Herrera, Daniel         Parker, Kelly
Celaya, Bianca             Huth, Catt
Davis, Katherine           Kilmain, Kelly

Staff will be paid for Additional Hours Classified.

Barillas, Shonna           Hough, Melissa          Simoneschi, Wanda
Chavez, Esmeralda          Quinones, Sylvia        Vosgier, Melody
Garza, Guadalupe           Ramirez, Ysell
Hernandez, Norma           Roberts, Jodi

Staff will be paid through Community Education for Avid Tutor.

Farjaszewska, Joanna       Tingle, Penny          Wong, Wanda

Staff will be paid through Community Education for Additional Training.

Miller, Josie

Staff will be paid through Academic Support for After School Coordinator.

Levings, Brenda            Larsen, Marisa
Staff will be paid per MOU for High School Head Varsity Coach.

| Anderson, Tracy | Briseno, Jana | Garcia, Bernice |
| Bergeron, Scott | Clark, Lisa | Johnson, Sean |
| Borboa, Alonzo | Elton, Veronica | Long, Matthew |

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

| Jones, Anthony | Taylor, Celeste |

Staff will be paid per MOU for Football Offensive/Defensive Coordinator.

| Crow, Ross | Martinez, Adam |

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

| Collins, Pamela | Gierish, Kristen | Mould, James |
| Crow, Ross | Karvis, Raymond | |
| Cuff, Walter | Morgan, Laura | |

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

| Gainey, Katye | Martinez, Andrew | Morrow, Shad |
| Harrison, Robert | Mays, Curtis | Renyer, Jeri |

Staff will be paid per MOU for Gamer Worker.

| Aguirre, Shirley | Borders, Christina | Damon, Rona |
| Alexander, Ida | Bracey, Damien | Day, Dawn |
| Allo, Susan | Braden, John | De La Osa, Dora |
| Ambos, Clint | Brekkke, Melissa | De Luna, George |
| Anderson, Tracy | Briseno, Jana | Delutio, Nicole |
| Ansbach, Tamara | Brown, Daniel | Dooley, Jr., Kenneth |
| Aria, Karlynne | Brown, Julianne | Durham, Katelynn |
| Arroyo, Gina | Cagnetta, Mark | Edic, Shane |
| Beagin, Patricia | Campbell, Todd | Eiler, Sharron |
| Beck, April | Cancelli, Danielle | Elledge, Alex |
| Becko, Ashley | Carl, Sean | Elton, Veronica |
| Bejarano, Vicki | Carleton, Jennifer | Erwin, Stacey |
| Bell, Connor | Carleton, Kevin | Espinoza, Steve |
| Bell, Matthew | Carson, Ivory | Evans, Jeff |
| Bennett, Eric | Carter, Terri | Feldt, Cathy |
| Benge, Mary | Castillon, Juan | Fellow, Jan |
| Bennett, Ken | Castro, Rikki Lynn | Flowers, Angela |
| Bergeron, Scott | Centeno, Moises | Ford, Timothy |
| Beuhin, Donna | Chantarojwong, Thasanee | Forest, Kurwin |
| Beuthin, Ken | Christopher, Patricia | Frazer, Theron |
| Birnbaum, David | Clark, Lisa | Frenning, Jillian |
| Biswell, Karin | Collins, Pamela | Friberg, Tina |
| Bloom, Benton | Cotto, Enrique | Garcia, Bernice |
| Boelter, Sandra | Craig, Judith | Garcia, Christina |
Governing Board Meeting

September 4, 2013

Garrett, Andrew
Gaucin, Daniel
George, Nicholas
Gonzales, Carlos
Gonzales, Charlene
Gonzalez, Elena
Gordon, James
Grafton, John
Gray, John
Green, Scott
Gross, Michelle
Halleck, Julie
Harrison, Lyndsey
Hart, Mary Louise
Heinrich, James
Henson, Cheryl
Herrington, Kristy
Hinde, Casey
Hiter, Amanda
Hiter, Mario
Horne, Heather
Hoyt, Carole
Hunley, Lindsay
Hurskainen, Kelly
Johnson, Sean
Juarez, Elizabeth
Karvis, Raymond
Kinnie, Marilyn
Kirchner, Brian
Koenig, Janice
Laborin, George
Lager, Alex
Landis, Jeanette
Lang, Christine
Linderman, Laura
Lindsey, Alma
Liningter, Heather
Little, Robin
Lizano, Jared
Long, Matthew
Louthain, Christine
Lukkason, Christina
Luzier, Lori
Lyons, Kayla
Matakas, Rachel
Mays, Curtis
Mazza, Angela
McKinney, Abbie Mia
Mead, Joyce
Medonich, Holly
Meyer, Craig
Meyer, Trisha
Miller, Brandy
Miller, Lance
Mirandola, Sandra
Mitchell, Craig
Moen, Monica
Molett III, Charles
Montgomery, Tara
Moore, Rodney
Morgan, Laura
Morrow, Karin
Morrow, Shad
Navarro Jr, Albert
Niko, Kimm
Oligny, Sandra
Palacios, Terry
Palombo, Leslie
Paul, Remo
Payne, Breann
Pennington, Timothy
Perez, Janet
Pierce, Tammy
Polvino, Samuel
Power, Elysse
Pramuk, Hope
Price, Amy
Rak, Diane
Randolph, Travis
Raubolt, Angela
Renyer, Jeri
Reynolds, Stephanie
Rico, Jessica
Rivero, Manuel
Roberts, Stacey
Rockey, Timothy
Romijn, Katrina
Samaniego, Amanda
Sanchez, Irma
Sartor, Roberta
Scalfie, Richard
Schreifels, Jessica
Sears, Becky
Sears, Bryan
Sekoch, Joshua
Sepulveda, Jr., Vicente
Sheeks, Abijah
Shoop, Andrea
Smith, Tiffany
Somers, Joy
Stanfield, Bentley
Stanley, Melinda
Steele, Sarah
Stevenson, Paula
Strand, Scott
Swanson, Bonnie
Swanson, Nicholas
Swisher, Gloria
Taylor, Celeste
Terveen, Angela
Thornell, Kent
Thorson, Greg
Torres, Melissa
Trezzo, Steven
Usher, James
Vandeusen, Andrea
Vazquez, Raymond
Vela-Deluna, Nora
Villena, Breanna
Vladimirova, Antonia
Wagher, Elizabeth
Wagher, Kelley
Walz, Marlene
Ward, Christina
Webb, Heather
Widener, David
Wilfong, Christine
Wolcott, Bryce
Wong, Kenny
Woodward, Courtney
Yanes, Grace
Yost, Melodye
AGENDA ITEM:  *Request for Release from Contract – Certificated Staff – 2013-2014 School Year

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

Cost:  N/A  Funding Source:  __________________________

EXECUTIVE SUMMARY:

The administration recommends the Governing Board not accept the resignation requesting release of contract for the 2013-2014 school year submitted by Kenneth Lein.

Administration also recommends the initiation of a report to the Arizona Department of Education if Mr. Lein does not fulfill the terms of his certificated contract.

BOARD ACTION REQUESTED:

It is recommended the Governing Board not accept the resignation from Kenneth Lein for the 2013-2014 school year and approve the initiation of a report to the Arizona Department of Education if Mr. Lein does not fulfill the terms of his certificated contract.

SUBMITTED BY:  [Signature]

SUPERINTENDENT:  [Signature]

ACTION BY BOARD:  Motion:  _____  Second:  _____  Vote:  _____  AGENDA ITEM:  5
AGENDA ITEM: *Approval of the Minutes of the August 21, 2013 Special and Regular Governing Board Meetings


Cost: N/A  Funding Source: N/A

EXECUTIVE SUMMARY:

It is recommended the Governing Board approve the minutes of the August 21, 2013 Special and Regular Governing Board Meetings.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the minutes of the August 21, 2013 Special and Regular Governing Board Meetings.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 6
SPECIAL MEETING / WORKSHOP - GENERAL FUNCTION

I. The special meeting was called to order at 4:05 p.m. Governing Board members constituting a quorum were present; Mr. Jerry Eynon, Ms. Jennifer Tanner, and Mrs. Bonnie Schroader. Ms. Traci Sawyer-Sinkbeil was absent.

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

2013-2014 Superintendent Goal Setting

Dr. Pletnick reviewed the 2011-2014 Strategic Plan Goals and Objectives and the 2012-2013 Superintendent Goals. Goals which remain to be completed will be the basis for the 2013-2014 goals. Governing Board members asked clarifying questions and received input from administration regarding the information presented. Dr. Pletnick indicated she would share this information with Ms. Sawyer-Sinkbeil and will schedule a brief workshop prior to the Regular Governing Board meeting on September 4th to allow time for further discussion if necessary.

ADJOURNMENT

On a motion entered by Schroader/Tanner and by a unanimous vote, the meeting ended at 4:53 p.m.

Signed: Date:

_________________________ September 4, 2013
DYSART UNIFIED SCHOOL DISTRICT #89

MINUTES: GOVERNING BOARD – REGULAR MEETING

2013-2014 August 21, 2013 Location: Nathanial Dysart Education Center

I. REGULAR MEETING - GENERAL FUNCTION

1. Mr. Jerry Eynon, Governing Board Clerk, called the regular meeting to order at 6:03 p.m. Governing Board members constituting a quorum were present; Mr. Jerry Eynon, Ms. Jennifer Tanner, and Mrs. Bonnie Schroader. Ms. Traci Sawyer-Sinkbeil was absent. One Board seat is vacant.

2. Dysart High School JROTC Color Guard presented colors.

Mr. Jerry Eynon led the Pledge of Allegiance.

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

4. Summary of Current Events

• Presentations, Recognitions, Celebrations
  - The Spotlight Video, Project 2017, was shown.
  - Superintendent Update – Dr. Pletnick shared enrollment continues to inch up; we are at 25,782 K-12 students. Due to our commitment to maintain class size ratios, we will be adding six (6) new teachers to schools across the district due to the growth. Our schools will be receiving fact sheets to be available to provide information on the district's upcoming November 5th bond election. Dr. Pletnick reported work to revise the strategic plan has begun. She publicly thanked stakeholder groups from across the district that responded to the call for committee members. We have almost 50 people including students, parents, administrators, teachers, support staff and community members reviewing research, poring over data and conducting gap analysis.
  - Governing Board Update
    - Jerry Eynon attended two (2) “A” Label School Celebrations; Canyon Ridge and Marley Park.
    - Jennifer Tanner attended four (4) “A” Label School Celebrations; Canyon Ridge, Marley Park, Rancho Gabriela and Dysart Elementary.

5. Audience with Individuals or Groups - NONE

Ms. Cammie Marcoux, Kingswood parent, addressed the Governing Board and suggested Kingswood offer an after school open gym opportunity to students twice a week. She also expressed concerns regarding revoking volunteer licensing. She also expressed concerns for changes in school practice with respect to opportunities for parent interaction with their children at breakfast, lunch and on the playground.

Mr. Dale Spencer, District Bus Driver, addressed the Governing Board with concerns regarding bus driver morale, approved “lay over” issues, and absenteeism.

ACTION/CONSENT

A motion by Eynon/Schroader was entered to approve the consent items as presented. UNANIMOUS
1. Recommendation to Approve an Agreement with Public Consulting Group, Inc. for Administration of the Medicaid Administrative Claiming and Medicaid Direct Service Claiming Programs and Authorize the Superintendent to Sign the Agreement and Any Affiliated Documents
   Approved

2. Recommendation for Approval of the Listed Cooperative Purchases Over the $50,000 Threshold for the 2013-2014 Fiscal Year
   Approved

   Approved

4. Approval of Qualified Evaluators
   Approved Andrew Griese, Sherri Hedges and Jean Hunt as qualified evaluators for the 2013-2014 school year.

5. Recommendation to Approve Revisions to the District Extracurricular / Supplemental Assignment / Contract Addenda Pay Schedule for the 2013-2014 School Year
   Approved

6. Approval of the Minutes of the August 7, 2013 Governing Board Meeting and the 2013 “A” Label Celebrations
   Approved

7. Overnight Travel for Fourteen Willow Canyon High School Dance Company Members and Two Advisors to Attend the Arizona Jazz Dance Showcase in Tucson, AZ, October 4-6, 2013
   Approved

8. Overnight Travel for Fourteen Willow Canyon High School and Valley Vista (DECA) Distributive Education Clubs of America Students and Three Advisors to Attend the 2013 DECAlympics Leadership Camp in Heber, AZ, September 20-22, 2013
   Approved

9. Overnight Travel for Up to Thirty-Two Dysart High School (CTSO) Career & Technical Student Organization Students and Student Council Members and Five Advisors/Chaperones to Attend the 2013 Valley CTSO Leadership Camp in Oracle, AZ, September 7-8, 2013
   Approved
10. Extra-Curricular Tax Credit Fund and Student Activities Fund Reports for the Month of July 2013
   Approved
   UNANIMOUS

11. Acceptance of Donations, Gifts and Grants
    Accepted
    UNANIMOUS

12. Approval/Ratification of Expense Vouchers, 1064, 1005, 1065, and 1006 in the Amount of $1,781,084.59
    Approved/Ratified
    UNANIMOUS

13. Approval/Ratification of Payroll Vouchers 7540, 6, 7541, 7, 7542 and 8 in the Amount of $2,047,627.62
    Approved/Ratified
    UNANIMOUS

   ACTION/DISCUSSION

14. Direction to the Governing Board Delegate and Alternate Regarding Action to be Taken at the ASBA Delegate Assembly on September 7, 2013.
    After discussion, a motion by Schroader/Eynon was entered to table item 14 until the next meeting (September 4, 2013).
    UNANIMOUS

   INFORMATION

15. Strategic Plan Revision Update
    Dr. Pletnick presented information regarding the Strategic Plan revision process including; components of the revision process, goal areas, composition of the committees, on-line technology tools and timelines to complete the project.
    Appendix A

REQUESTS FOR FUTURE AGENDA ITEM(S) - NONE

ADJOURNMENT

On a motion entered by Tanner/Schroader and by a unanimous vote, the meeting ended at 6:49 p.m.

Signed Date:

September 4, 2013
AGENDA ITEM: *Declarations of Curriculum & Instructional Alignment to the Arizona Academic Standards

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

Cost: N/A Funding Source: N/A

EXECUTIVE SUMMARY:

The Arizona State Board of Education requires each school district and charter school to annually affirm that the district has 1) adopted a curriculum that is aligned with the standards and 2) adopted an evaluation system that assesses whether teachers are integrating the standards into their instructional practices.

The declaration requires affirmations from the governing board and superintendent regarding the alignment of curriculum and the evaluation of language arts, mathematics, science and social studies instruction according to the Arizona Academic Standards, including Arizona’s Common Core Standards.

We will submit declarations for both the School District and the School District Charter.

BOARD ACTION REQUESTED:

It is recommended the Governing Board affirms adoption of curriculum that is aligned with the Arizona Academic Standards, including the Arizona Common Core Standards and has adopted an evaluation system that assesses whether teachers are integrating the Standards into instructional practices for the School District and the School District Charter.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

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

Page 1 of 1
DECLARATION OF CURRICULAR & INSTRUCTIONAL ALIGNMENT TO THE ARIZONA ACADEMIC STANDARDS

Pursuant to State Board of Education Policy, all public schools (including charter schools) must submit annually to the Arizona Department of Education (ADE) a Declaration of Curricular and Instructional Alignment to the Arizona Academic Standards, referred to in this document collectively as the "Standards," that include:

- English Language Arts (Arizona's Common Core Standards for English Language Arts, Reading Standard 2003 and Writing Standard 2004).
- Social Studies (Social Studies Standard 2005 and Arizona's Common Core Standards for Literacy in Social Studies & History).

The Declaration requires affirmations from the Governing Board, Superintendent, and Principal (or equivalent charter school officials), regarding the alignment of curriculum and the evaluation of instruction to the Standards.

Governing Board

The Governing Board of the School District /Charter affirms that it has adopted a curriculum that is aligned with the Arizona Academic Standards, including Arizona’s Common Core Standards, and adopted an educator evaluation system that is aligned with the Arizona State Board of Education adopted framework, all associated educator evaluation legislations and assesses whether teachers are integrating the Standards into their instructional practices. These policies are in effect for the 2013-2014 school year.

The deadline for submitting the Governing Board Declaration is October 15, 2013. The Declaration may be submitted at any time prior to the deadline. Please submit by uploading this signed document into the ALEAT Filing Cabinet.

My signature below affirms the foregoing is accurate and complete:

________________________________________
Name of Governing Board Member (print or type)

________________________________________
Signature

________________________________________
Date

Arizona Department of Education
High Academic Standards for Students Division

1535 West Jefferson St., Bin #5 • Phoenix AZ 85007 • 602-364-2335 • www.azed.gov
DEPARTMENT OF PUBLIC INSTRUCTION

DECLARATION OF CURRICULAR & INSTRUCTIONAL ALIGNMENT
TO THE ARIZONA ACADEMIC STANDARDS

Pursuant to State Board of Education Policy, all public schools (including charter schools) must submit annually to the Arizona Department of Education (ADE) a Declaration of Curricular and Instructional Alignment to the Arizona Academic Standards, referred to in this document collectively as the "Standards," that include:

- English Language Arts (Arizona’s Common Core Standards for English Language Arts, Reading Standard 2003 and Writing Standard 2004).
- Social Studies (Social Studies Standard 2005 and Arizona’s Common Core Standards for Literacy in Social Studies & History).

The Declaration requires affirmations from the Governing Board, Superintendent, and Principal (or equivalent charter school officials), regarding the alignment of curriculum and the evaluation of instruction to the Standards.

Superintendent/Charter Administrator

In my capacity as Superintendent/Charter Administrator of the ________________ School District/Charter, I affirm that:

1. The Governing Board of the ________________ School District/Charter affirms that it has adopted a curriculum that is aligned with the Arizona Academic Standards, including Arizona’s Common Core Standards, and adopted an evaluation system that assesses whether teachers are integrating the Standards into their instructional practices. These policies are in effect for the 2013-2014 school year.

2. The District/Charter administration of the ________________ School District/Charter is implementing these policies by:
   a. Establishing a transition and implementation plan for Arizona’s Common Core Standards.
   b. Providing instructional materials aligned to the Standards, including Arizona’s Common Core Standards.
   c. Providing (or arranging for others to provide) opportunities for teachers and principals to receive training related to the Standards, including Arizona’s Common Core Standards.
   d. Currently _____% of LEA staff have received training related to Arizona’s Common Core Standards.
   e. Administering the adopted District/Charter’s system of teacher evaluation to confirm that teachers are integrating the Standards into their instructional practices as reflected in the adopted Professional Teaching Standards.
   f. For non-unified school districts: collaborating on a curriculum alignment agreement between all corresponding feeders and receiving districts.

The deadline for submitting the Governing Board Declaration is October 15, 2013. The Declaration may be submitted at anytime prior to the deadline. Please submit by uploading this signed document into the ALEAT Filing Cabinet.

My signature below affirms the foregoing is accurate and complete:

______________________________  ______________________________
Name of Superintendent/Charter Administrator (print or type)  Title

______________________________  ______________________________
Signature  Date

Arizona Department of Education
High Academic Standards for Students Division
Kathryn Hrabluk, Associate Superintendent
1535 West Jefferson St., Bin #5 • Phoenix, Arizona 85007 • 602-364-2335 • www.azed.gov
AGENDA ITEM:  *Professional Growth Credit and Establishment of Supplemental Assignments for Professional Growth Classes for Fall, 2013

Action/Consent  X  Action/Discussion  Information  Supporting Data  X
Cost:  $3,000.00  Funding Source:  M & O (Professional Development)

EXECUTIVE SUMMARY:

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

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

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

BOARD ACTION REQUESTED:

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

SUBMITTED BY:  Cindy Wilkinson  SUPERINTENDENT:  Mark Bartels

ACTION BY BOARD:  Motion:  Second:  Vote:  AGENDA ITEM:  8
NOTE: ONLINE REGISTRATION BEGINS SEPTEMBER 5, 2013
**BYOD (Bring Your Own Device)**

**Facilitator(s):** Technology Training Team  
**Date(s) of Class:** Open Enrollment—September 9th through December 5th  
(All classes close on December 12th.)  
**Time:** 6 Hours Total  
**Location:** Online classes via iSchool  
**Description:** As students bring mobile devices to school, new strategies must be employed to take advantage of them. This course will guide participants as they explore and develop classroom procedures and management techniques specific to mobile devices. Participants will examine research on the use of mobile devices in the classroom and develop strategies to support student learning.

**Citelighter Strategies**

**Facilitator(s):** Technology Training Team  
**Date(s) of Class:** September 19th  
**Time:** 4:00 p.m. - 5:30 p.m.  
**Location:** District Office IT Training Lab  
**Description:** Research made easy! Citelighter is a web-based tool that allows for simple collection of resources and instant citation creation. With a free account, all websites in your research are saved in one place, and a paper can be created and saved as well. This tool allows you to access your paper and resources from anywhere. Great for teachers who teach research papers and DBQs.

**Communication and Collaboration: Get Connected as a New Century Educator**

**Facilitator(s):** Technology Training Team  
**Date(s) of Class:** Open Enrollment—September 9th through December 5th  
(All classes close on December 12th.)  
**Time:** 2 Hours Total  
**Location:** Online classes via iSchool  
**Description:** What are these New Century Learner skills anyway? How can you get connected with other educators and learning communities to enhance digital age teaching? Explore tips on taking online classes like iSchool, finding online professional resources like webinars, and resources to support you as a New Century Learner and as a New Century Educator.
Copyright and Fair Use Guidelines in the Classroom

Facilitator(s): Technology Training Team
Date(s) of Class: September 26th
Time: 4:30 p.m. - 6:00 p.m.
Location: District Office IT Training Lab
Description: Copyright and Fair Use guidelines are abstract concepts to students. Helping them to navigate through the endless supply of information can be tricky, especially if you are not sure yourself. Join us as we simplify and delineate the best practices in the education setting. Explore resources that make the process of citing sources a piece of cake.

Dmail: Overview

Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment-September 9th through December 5th
(All classes close on December 12th.)
Time: 2 Hours Total
Location: Online classes via iSchool
Description: Still have some questions? New to Dmail? This session will be a specific overview of the Dmail and Calendar features that are available for all staff. Participants will have the opportunity to learn and explore some of the features that Google offers. These features will include threaded conversations, labels, labs, calendar invites, settings, archive, contacts and search as well as additional overview information and questions from the dysart.org/dmailtransition website.

Google Docs: Create, Collaborate and Share

Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment-September 9th through December 5th
(All classes close on December 12th.)
Time: 7 Hours Total
Location: Online classes via iSchool
Description: This class will provide participants with the knowledge to utilize Google Docs to store, collaborate, and share documents that can be used to invigorate the classroom experience. Participants will be provided with a best practice utilization of this online application in order to integrate Google Docs as a tool for curriculum management and instruction. This class will cover management strategies, documents, spreadsheets, presentations, forms and drawing.

Google Sites

Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment-September 9th through December 5th
(All classes close on December 12th.)
Time: 2 Hours Total
Location: Online classes via iSchool
Description: This course will guide participants through the construction and design of a Google Site. It will begin with how to create a site and take participants through publishing of their own sites.
**Got Edmodo?**

Facilitator(s): Technology Training Team  
Date(s) of Class: September 11th  
Time: 4:30 p.m. - 5:30 p.m.  
Location: District Office IT Training Lab  
Description: Edmodo is a District approved secure website for teachers and students. It is a blog and so much more. Edmodo offers a chance for collaboration and communication in a secure environment. This class will explore Edmodo and how it works. There are some new features that you may not know about. Participants will also take a look at creative ways to use Edmodo in their classrooms. **Participants will need to bring a laptop.**

**Got a Macbook?**

Facilitator(s): Technology Training Team  
Date(s) of Class: September 12th  
Time: 4:30 p.m. - 5:30 p.m.  
Location: District Office IT Training Lab  
Description: Edmodo is a District approved secure website for teachers and students. It is a blog and so much more. Edmodo offers a chance for collaboration and communication in a secure environment. This class will explore Edmodo and how it works. There are some new features that you may not know about. Participants will also take a look at creative ways to use Edmodo in their classrooms. **Participants will need to bring a laptop.**

Facilitator(s): Technology Training Team  
Date(s) of Class: September 25th  
Time: 4:30 p.m. - 6:00 p.m.  
Location: District Office IT Training Lab  
Description: If you have acquired an Apple computer, this class will show you how it works. Participants will learn basic operation and maintenance, and the "how to use the application details" that come with your Apple computer. The applications that will be covered are iMovie, iTunes, iPhoto, Garageband and Photo Booth. **Participants will need to bring an Apple laptop.**

Facilitator(s): Technology Training Team  
Date(s) of Class: October 23rd  
Time: 4:30 p.m. - 6:00 p.m.  
Location: District Office IT Training Lab  
Description: If you have acquired an Apple computer, this class will show you how it works. Participants will learn basic operation and maintenance, and the "how to use the application details" that come with your Apple computer. The applications that will be covered are iMovie, iTunes, iPhoto, Garageband and Photo Booth. **Participants will need to bring an Apple laptop.**
Got iPods/iPad Devices? Go Beyond Apps

Facilitator(s): Technology Training Team
Date(s) of Class: September 17th
Time: 4:30 p.m. - 6:00 p.m.
Location: District Office IT Training Lab
Description: The Apple devices are well known for their Apps, but what about the other amazing features that they have? Participants will get hands-on time with these devices to practice using them for video conferencing with experts outside of your classroom, record or take notes, add photos to notes, produce and publish videos to the internet, and quickly locate data and other information to back up your position in a debate.

Multi-Media Resources for Your Classroom

Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment-September 9th through December 5th
(All classes close on December 12th.)
Time: 1 Hour Total
Location: Online classes via iSchool
Description: Showing a movie clip in your classroom can be a valuable activity for your students. But where do you find these clips? And what activities can be done to accompany these clips that tie into State and Common Core standards? This class will provide valuable multi-media resources to you and will allow time to create activities to support the standards.

New Century Learning: Creativity and Innovation in the Dysart Classroom

Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment-September 9th through December 5th
(All classes close on December 12th.)
Time: 6 Hours Total
Location: Online via iSchool
Description: Help students understand and demonstrate the use of creative thinking to construct knowledge and develop innovative products and processes using technology. Topics will include: generating new ideas, models and simulations, trends and possibilities, and original products. Participants will examine research, strategies and tools that can help students to create and innovate in the Dysart classroom.
New Century Learning: Communication and Collaboration in the Dysart Classroom

Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment-September 9th through December 5th (All classes close on December 12th.)
Time: 6 Hours Total
Location: Online via iSchool
Description: Help students understand and participate in digital media and environments to communicate and collaborate with others in an increasingly global and technical world. Topics will include: effective digital communication tools, contributions towards team projects, and global and cultural connections. Participants will examine research strategies and tools that can help students communicate and collaborate with others.

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

Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment-September 9th through December 5th (All classes close on December 12th.)
Time: 6 Hours Total
Location: Online via iSchool
Description: Today’s students have access to an unprecedented volume of data and information. Participants will examine strategies and resources for helping them locate, organize, analyze, evaluate, synthesize, and ethically use information from a variety of sources and media.

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

Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment-September 9th through December 5th (All classes close on December 12th.)
Time: 6 Hours Total
Location: Online via iSchool
Description: Participants will explore strategies and resources that help students use critical thinking skills to plan and conduct research, manage projects, solve authentic problems, and make informed decisions using appropriate digital resources.
New Century Learning: Digital Citizenship in the Dysart Classroom

Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment-September 9th through December 5th (All classes close on December 12th.)
Time: 6 Hours Total
Location: Online via iSchool
Description: Help students to understand and participate in an increasingly global and technical world. Participants will examine topics such as: copyright and fair use, online etiquette and ethics, internet awareness, global trends in technology and the impact. Participants will examine research strategies and tools that can help students to be more responsible 21st century citizen.

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

Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment-September 9th through December 5th (All classes close on December 12th.)
Time: 6 Hours Total
Location: Online via iSchool
Description: Participants will examine and explore research, strategies and resources to support students as they incorporate an understanding of technology concepts, systems, and operations in the classroom.

Online Facilitator Training Class

Facilitator(s): Chad Turley
Date(s) of Class: Ongoing Enrollment
Time: 15 Hours Total
Location: Online classes via iSchool
Description: This course is designed for teachers who are interested in becoming online facilitators. This course is a prerequisite for employees who will be creating, leading and facilitating online professional development. This class provides an introduction to the pedagogy of online learning, presents best practices for teaching in web-enhanced and distance learning education environments, and offers the opportunity to discuss concepts and practice techniques that will be used in facilitating courses.

QR Codes

Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment-September 9th through December 5th (All classes close on December 12th.)
Time: 1 Hour Total
Location: Online classes via iSchool
Description: Have you noticed the code consisting of black modules arranged in a square pattern on a white background? Those are QR codes! This class will familiarize participants with QR codes.
Student Creativity Tools That Make Class Projects Fun

Facilitator(s): Technology Training Team  
Date(s) of Class: September 19th  
Time: 4:30 p.m. - 6:00 p.m.  
Location: District Office IT Training Lab  
Description: This will be a hands-on course in all of the creativity tools available online and in the Dysart toolkit. Learn to animate, create comics, online posters as well as edit video, pictures, sound effects and music using a wide variety of tools. Learn also how to operate within copyright and fair use guidelines. Tools include: WeVideo, Windows Movie Maker, Animoto, OneTrueMedia, Stupeflix, Splice, Soundzabound, Zamzar, SoundSnap, DomoGoanimate.

Taking the Interactive Whiteboard to the Next Level

Facilitator(s): Technology Training Team  
Date(s) of Class: October 9th  
Time: 4:30 p.m. - 5:30 p.m.  
Location: Canyon Ridge Elementary Room 142  
Description: The SMARTboard has many resources that may be going untapped if you are not aware of them. From hidden tools to creative techniques and organizational strategies, this class will teach you how to get the most out of your SMARTboard. Participants will need to bring a laptop.

General

Becoming a Distinguished Teacher

Facilitator(s): Tim Rockey  
Date(s) of Class: September 24th, October 29th, January 28th, February 25th, March 25th  
Time: 4:30 p.m. - 6:30 p.m.  
Location: Support Facility Training Room 1  
Description: Teachers will learn strategies that will provide evidence to meet the Framework for Teaching at a performance standard of Distinguished. These strategies, when done with fidelity create a community of learners developing students skilled in collaboration, communication and critical thinking.
The Effective Teacher: First Days of School

Facilitator(s): Alanna Eimers, Alyssa Moon-Dyke & Taylor Rich
Date(s) of Class: September 4th, September 11th, September 18th, September 24th, October 2nd, October 23rd
Time: 4:15 p.m. - 6:15 p.m.
Location: Thompson Ranch Elementary School Library
Description: Teachers will participate in a 12 hour exploration of Harry Wong’s The Effective Teacher training. Videos from The Effective Teacher and portions of The First Days of School book will be critiqued and discussed to identify effective management and teaching techniques. Learners will evaluate their current class set-up, management, and procedures, then revise them to create the most effective learning environment for their students that can be implemented immediately. Participants will need to bring a laptop, current classroom management plan with procedures, and The First Days of School by Harry Wong (if possible).

The Effective Teacher: Follow Up

Facilitator(s): Alanna Eimers & Alyssa Moon-Dyke
Date(s) of Class: November 12th
Time: 4:15 p.m. - 6:15 p.m.
Location: Thompson Ranch Elementary School Library
Description: This class will serve as a follow up session for teachers who participated in the summer and fall Effective Teacher Trainings. Teachers will reflect on the effectiveness of the trainings as it pertains to their experiences in the classroom, discuss how techniques from the training were implemented, and brainstorm solutions for obstacles they are still encountering with classroom management and effective instruction. Participants will need to bring a laptop, current classroom management plan with procedures, and The First Days of School by Harry Wong (if possible).

Instructional Personalization A.K.A Differentiated Instruction: A Collective Book Study

Facilitator(s): Alice Lee & Dawn Smith
Date(s) of Class: TBD
Time: TBD
Location: TBD
Description: Using multiple sources (Coll’s Differentiated Activities & Assessments Using the Common Core Standards; Winebrenner’s Teaching Gifted Kids in the Regular Classroom), attendees will read, discuss, strategize and incorporate ways to implement personalization/differentiation in their classrooms.
STEP Training - Early Release K-8 schools

Facilitator(s): Instructional Growth Teachers
Date(s) of Class: September 25th, October 30th, November 20th, December 11th, January 29th, February 26th, March 26th, April 23rd, May 14th
Time: 3:45 p.m. - 5:00 p.m.
Location: Support Facility - Training Room 2
Description: These seminars occur throughout the school year and focus on content and skills that support the K-8 new-to-the-profession teacher.

STEP Training - Late Release K-8 schools

Facilitator(s): Instructional Growth Teachers
Date(s) of Class: September 25th, October 30th, November 20th, December 11th, January 29th, February 26th, March 26th, April 23rd, May 14th
Time: 4:15 p.m. - 5:30 p.m.
Location: Support Facility - Training Room 3
Description: These seminars occur throughout the school year and focus on content and skills that support the K-8 new-to-the-profession teacher.

STEP Training - High Schools

Facilitator(s): Instructional Growth Teachers
Date(s) of Class: September 25th, October 30th, November 20th, December 11th, January 29th, February 26th, March 26th, April 23rd, May 14th
Time: 3:00 p.m. - 4:30 p.m.
Location: Valley Vista Media Center Electronics Classroom
Description: These seminars occur throughout the school year and focus on content and skills that support the High School new-to-the-profession teacher.

FINE ARTS

Best Practices in the K-8 Art Classroom

Facilitator(s): Beth Rolfe
Date(s) of Class: September 5th, October 3rd, November 7th, December 5th, February 6th, March 6th, April 3rd
Time: 4:30 p.m. - 6:00 p.m.
Location: Cimarron Springs Elementary Room 307
Description: Are you an Art Teacher who is looking for ways to use best practices for student achievement in the visual arts? Come to these trainings to learn and collaborate with other Art Teachers on how to support both content knowledge and overall student achievement. Participants will need to bring a laptop, concept skill sheets and curriculum maps.
Best Practices in the K-8 Music Classroom

Facilitator(s): Danae Marinelli
Date(s) of Class: September 25th, November 6th, February 3rd, March 25th
Time: 4:30 p.m. - 6:30 p.m.
Location: Cimarron Springs Elementary Room 305
Description: As music teachers we are faced with extensive national and state standards with limited time with our students. So HOW do we teach everything we are supposed to? You will walk away from this course having learned how to better teach more standards within a lesson. You will create new units to address clustered standards. We will discuss how to integrate technology into our short periods. How to better approach assessments within a performance based subject will be also be addressed, along with classroom management techniques. This course will meet 4 times over the course of this year. Participants will need to bring a laptop.

MATH

Formative Assessing in Mathematics

Facilitator(s): Alena Clark
Date(s) of Class: TBD
Time: TBD
Location: TBD
Description: This course will look at how to create and use formative assessments to monitor and evaluate student progress and learning. The focus will be to equip classroom teachers with strategies to identify students’ strengths, weaknesses and target areas of need. Additionally, formative assessments provide teachers an additional knowledge base on how students individually learn and solve problems.
National Board of Professional Teaching Standards

National Board Certification: Pre-Candidacy

Facilitator(s): Beth Maloney, Tim Rockey
Date(s) of Class: September 19th, October 24th, November 21st, December 12th, January 23rd, February 20th, March 27th, April 24th
Time: 4:30 p.m. - 6:30 p.m.
Location: District Office Main and West Board Room on September 19th, November 21st, February 20th, Support Facility Training Rooms 1 and 2 on October 24th, December 12th, January 23rd, March 27th, April 24th
Description: This class is for any Dysart teacher who is interested in being a National Board candidate within the next three years or is on the National Board Career Ladder track. Participants will learn the history, purpose and importance of the NBPTS, the process for National Board certification, and will personally evaluate readiness to undergo the process. In addition, participants will practice and model critical aspects of the process including video-taping, analyzing student work, describing their teaching practice, analyzing practice, and reflecting upon teaching practice. Participants will complete at least 2 model entries. Participants will need to bring a laptop.

National Board Certification: Candidate Facilitation

Facilitator(s): Beth Maloney, Tim Rockey
Date(s) of Class: September 19th, October 24th, November 21st, December 12th, January 23rd, February 20th, March 27th, April 24th
Time: 4:30 p.m. - 6:30 p.m.
Location: District Office Main and West Board Room on September 19th, November 21st, February 20th, Support Facility Training Rooms 1 and 2 on October 24th, December 12th, January 23rd, March 27th, April 24th
Description: This class is for National Board Candidates and Take one Candidates. Participants will learn the history, purpose and importance of the NBPTS, the process for National Board certification, and will personally evaluate readiness to undergo the process. In addition, participants will practice and model critical aspects of the process including videotaping, analyzing student work, describing their teaching practice, analyzing practice, and reflecting upon teaching practice. Participants will complete at least two model entries. Participants will need to bring a laptop.
Reading

DIBELS Next Training

Facilitator(s): Susan Knutson
Date(s) of Class: September 18th & 19th
Time: 4:30 p.m. - 7:30 p.m.
Location: Dysart Elementary Library
Description: Participants will learn how to administer the DIBELS (Dynamic Indicator of Basic Early Literacy Skills). Benchmark assessments include: First Sound Fluency, Letter Naming Fluency, Phoneme Segmentation Fluency, Nonsense Word Fluency, Oral Reading Fluency, and Retell Fluency. There will also be instruction in the DAZE comprehension measure.

Facilitator(s): Susan Knutson
Date(s) of Class: November 14th & 21st
Time: 4:30 p.m. - 7:30 p.m.
Location: Dysart Elementary Library
Description: Participants will learn how to administer the DIBELS (Dynamic Indicator of Basic Early Literacy Skills). Benchmark assessments include: First Sound Fluency, Letter Naming Fluency, Phoneme Segmentation Fluency, Nonsense Word Fluency, Oral Reading Fluency, and Retell Fluency. There will also be instruction in the DAZE comprehension measure.

Science

Middle School Science Collaboration

Facilitator(s): April Holton
Date(s) of Class: September 18th, October 23rd, November 13th, January 29th, February 19th, April 2nd
Time: 4:00 p.m. - 6:00 p.m.
Location: TBD
Description: Teachers will gain a deeper understanding of the K-12 Framework for Science Education and the implications for student science learning and teaching.
AGENDA ITEM:  *Support Staff Professional Development Classes for Fall, 2013

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<tr>
<th>Action/Consent</th>
<th>Action/Discussion</th>
<th>Information</th>
<th>Supporting Data</th>
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<td>X</td>
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Cost: N/A  Funding Source: N/A

EXECUTIVE SUMMARY:

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

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

BOARD ACTION REQUESTED:

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

SUBMITTED BY: Cynde Miller  SUPERINTENDENT: Karl Pittman

ACTION BY BOARD: Motion:  Second:  Vote:  AGENDA ITEM: 9
NOTE: ONLINE REGISTRATION BEGINS SEPTEMBER 5, 2013
Copyright and Fair Use Guidelines in the Classroom

Facilitator(s): Technology Training Team
Date(s) of Class: September 26th
Time: 4:30 p.m. - 6:00 p.m.
Location: District Office IT Training Lab
Description: Copyright and Fair Use guidelines are an abstract concept to students. Helping them to navigate through the endless supply of information can be tricky, especially if you are not sure yourself. Join us as we simplify and delineate the best practices in the education setting. Explore resources that make the process of citing sources a piece of cake.

Dmail: Overview

Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment—September 9th through December 5th (All classes close on December 12th.)
Time: 2 Hours Total
Location: Online classes via iSchool
Description: Still have some questions? New to Dmail? This session will be a specific overview of the Dmail and Calendar features that are available for all staff. Participants will have the opportunity to learn and explore some of the features that Google offers. These features will include threaded conversations, labels, labs, calendar invites, settings, archive, contacts and search as well as additional overview information and questions from the dysart.org/dmailtransition website.

Google Docs: Create, Collaborate and Share

Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment—September 9th through December 5th
(All classes close on December 12th)
Time: 7 Hours Total
Location: Online classes via iSchool
Description: This class will provide participants with the knowledge to utilize Google Docs to store, collaborate, and share documents that can be used to invigorate the classroom experience. Participants will be provided with a best practice utilization of this online application, in order to integrate Google Docs as a tool for curriculum management and instruction. This class will cover management strategies, documents, spreadsheets, presentations, forms and drawing.
Google Sites

Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment-September 9th through December 5th
(All classes close on December 12th)
Time: 2 Hours Total
Location: Online classes via iSchool
Description: This course will guide participants through the construction and design of a Google Site. It will begin with how to create a site and take participants through the publishing of their own sites.

Got a Macbook?

Facilitator(s): Technology Training Team
Date(s) of Class: September 25th
Time: 4:30 p.m. - 6:00 p.m.
Location: District Office IT Training Lab
Description: If you have acquired an Apple computer, this class will show you how it works. Participants will learn basic operation and maintenance, and the "how to use the application details" that come with your Apple computer. The applications that will be covered are iMovie, iTunes, iPhoto, Garageband and Photo Booth. Participants will need to bring an Apple laptop.

Facilitator(s): Technology Training Team
Date(s) of Class: October 23rd
Time: 4:30 p.m. - 6:00 p.m.
Location: District Office IT Training Lab
Description: If you have acquired an Apple computer, this class will show you how it works. Participants will learn basic operation and maintenance, and the "how to use the application details" that come with your Apple computer. The applications that will be covered are iMovie, iTunes, iPhoto, Garageband and Photo Booth. Participants will need to bring an Apple laptop.

Got Edmodo?

Facilitator(s): Technology Training Team
Date(s) of Class: September 11th
Time: 4:30 p.m. - 6:30 p.m.
Location: District Office IT Training Lab
Description: Edmodo is a District approved secure website for teachers and students. It is a blog and so much more. Edmodo offers a chance for collaboration and communication in a secure environment. This class will explore Edmodo and how it works. There are some new features that you may not know about. Participants will also take a look at creative ways to use Edmodo in their classrooms. Participants will need to bring a laptop.
Facilitator(s): Technology Training Team  
Date(s) of Class: September 12th  
Time: 4:30 p.m. - 5:30 p.m.  
Location: District Office IT Training Lab  
Description: Edmodo is a District approved secure website for teachers and students. It is a blog and so much more. Edmodo offers a chance for collaboration and communication in a secure environment. This class will explore Edmodo and how it works. There are some new features that you may not know about. Participants will also take a look at creative ways to use Edmodo in their classrooms. Participants will need to bring a laptop.

GENERAL

CPR/First Aid Certification Course

Facilitator(s): Saundra Goulet & Margaret Snider  
Date(s) of Class: September 28th  
Time: 8:00 a.m. - 12:00 p.m.  
Location: Support Facility Training Room 2 & 3  
Description: This class is for all support staff requiring new certification or re-certification. The class is limited to 20 attendees and attendees should bring a check to Community Outreach no later than September 25th for $20.00. Please contact Community Outreach to complete the registration. This cost will cover the training and certification card. The checks should be issued to "DUSD-Community Outreach." For further information, contact the Community Outreach Office at 623-876-7056.

COMMUNITY OUTREACH

Growth & Development-Creating Meaningful Environments for Language and Literacy Development

Facilitator(s): Sharon Roersma  
Date(s) of Class: October 29th  
Time: 6:30 p.m. - 8:30 p.m.  
Location: Main Board Room  
Description: Thoughtful designs and well utilized physical environments can set the stage for nurturing students. Participants will be introduced to developmentally appropriate room arrangement.
Growth & Development-Exploring Curriculum Experiences

Facilitator(s): Sharon Boersma  
Date(s) of Class: December 10th  
Time: 6:30 p.m. - 8:30 p.m.  
Location: Main Board Room  
Description: In this workshop participants will engage in active learning experiences to increase their comprehension of best practices in planning and making the most of curriculum. Developmentally appropriate practice(s) will be emphasized as we explore and learn from different educational approaches.

Growth & Development-Going Beyond the Curriculum

Facilitator(s): Sharon Boersma  
Date(s) of Class: December 14th  
Time: 8:00 a.m. - 10:00 a.m.  
Location: Main Board Room  
Description: In this workshop participants will develop strategies, which go beyond the program's required curriculum, to help them identify and incorporate both children's individual interests and developmental needs into a child-centered curriculum.

Growth & Development-Making Books with Children

Facilitator(s): Sharon Boersma  
Date(s) of Class: September 28th  
Time: 8:00 a.m. - 10:00 a.m.  
Location: Main Board Room  
Description: Creating books is exciting and fun for children and is a great way to develop a lifelong love of books and reading. This workshop will get children interested in reading by helping them make their own books.

Health & Safety-Child Abuse and Neglect: Indicators and Prevention  
(Understanding Typical Sexual Development of Young Children)

Facilitator(s): Sharon Boersma  
Date(s) of Class: November 12th  
Time: 6:30 p.m. - 8:30 p.m.  
Location: Main Board Room  
Description: This workshop will provide an overview of the signs and symptoms of child abuse and neglect. Staff will learn how to communicate with children and families about sensitive topics and promote “safety” for children.
Health & Safety—First Aid/CPR

Facilitator(s): Sharon Boersma
Date(s) of Class: November 16th
Time: 9:00 a.m. - 12:00 p.m.
Location: Main Board Room
Description: If First Aid/CPR is a requirement for your Community Outreach position, the district does not compensate participants for attendance; however, Community Outreach will cover the cost of participation in this course if you complete another Community Outreach Program course from this Fall Professional Development Catalog.

(Community Outreach Employees Only)

Infant Growth & Development—Attachment, Separation, Individuation

Facilitator(s): Sharon Boersma
Date(s) of Class: September 28th
Time: 10:15 a.m. - 12:15 p.m.
Location: Main Board Room
Description: An essential part of children's growth includes their development of healthy attachments to the important adults they have contact with across multiple environments. Attachments will allow children to grow, separate from their caregivers and form positive identities. Participants will discuss how attachment principals apply to the teacher-child relationship as well as how to support children with problematic attachment histories.

Infant Growth & Development—Getting in Tune

Facilitator(s): Sharon Boersma
Date(s) of Class: November 23rd
Time: 10:15 a.m. - 12:15 p.m.
Location: Main Board Room
Description: This workshop provides information that can help caregivers provide sensitive, responsive care to each infant and toddler in their group.

Program Management—Building Staff Relationships through Teaming

Facilitator(s): Southwest Human Development
Date(s) of Class: September 24th
Time: 6:30 p.m. - 8:30 p.m.
Location: District Office Main Board Room
Description: This interactive workshop offers the opportunity for professionals to examine how they work together and relate to one another, listen and communicate, and collaborate.
Program Management-Designing the Physical Environment for Optimal Learning

Facilitator(s): Sharon Boersma
Date(s) of Class: November 23rd
Time: 8:00 a.m. - 10:00 a.m.
Location: Main Board Room
Description: This class provides participants with knowledge that physical environments set the stage for the development of nurturing adult-child relationships in child care as well as stimulating the curiosity of the young child to explore concepts and enabling the teacher to prevent behavior problems from disrupting the quality of experiences he/she intends to provide. Additionally, the physical environment is often the basis of parents’ decisions in sending children to a child care program. With simple guiding principles, this training helps child care providers to improve the aesthetic and educational quality of their center.
GOVERNING BOARD ITEM

AGENDA ITEM: *Out of State Travel for the Superintendent to Present Information at an Alliance for Excellent Education Hosted Webinar in Washington, D.C. September 25-27, 2013

Action/Consent X    Action/Discussion     Information    Supporting Data X

Cost: $665.00        Funding Source: M&O

EXECUTIVE SUMMARY:

WHO: District Superintendent

WHAT: Alliance for Excellent Education Hosted Webinar

WHERE: Washington, D.C.

WHEN: September 25-27, 2013

PURPOSE: To present information at an Alliance for Excellent Education hosted webinar regarding Dysart's use of data to drive digital learning and student success.

COST: All travel costs will be paid for by the Alliance.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the out of state travel for the Superintendent to present information at an Alliance for Excellent Education hosted webinar in Washington, D.C., September 25-27, 2013.

SUBMITTED BY:             SUPERINTENDENT:  
ACTION BY BOARD: Motion:     Second:       Vote:     AGENDA ITEM: 10
AGENDA ITEM:  *Overnight Travel for Up to One Hundred Thirty-five Sunset Hills Fifth Grade Students and Twenty-five Teachers/Chaperones to Attend the Lake Pleasant Outdoor Center in Peoria, AZ, November 14-15, 2013

Action/Consent  X  Action/Discussion  Information  Supporting Data
Cost:  $5,325.00  Funding Source:  PTO Funds

EXECUTIVE SUMMARY:

WHO:  Up to one hundred thirty-five Sunset Hills fifth grade students and twenty-five teachers/chaperones

WHAT:  Overnight co-curricular field trip

WHEN:  November 14-15, 2013

WHERE:  Lake Pleasant Outdoor Center, Peoria, AZ

WHY:  The fifth grade classes will participate in an overnight excursion to the Lake Pleasant Outdoor Education Center. The center offers a 26,000 sq. ft. facility designed to teach students about outdoor education through hands-on learning activities in all subject areas. The experience at the center will further extend student learning while providing a fun atmosphere in which students, teachers and parent chaperones can explore the environment and participate in academic and community team-building activities. While at the center, students will participate in several day and evening programs, all aligned to our state standards. The programs will expose students to stimulating and exciting learning experiences.

Cost:  The approximate cost of $5,325.00 includes accommodations, meals, snacks and transportation. Approximately $600.00 will be paid by PTO funds for transportation costs with the remaining balance to be paid by student's contribution in the amount of $35.00. Students will travel to the event by yellow buses. No guest teachers will be requested.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the overnight travel of up to one hundred thirty-five Sunset Hills fifth grade students and twenty-five teachers/chaperones to attend the Lake Pleasant Outdoor Center in Peoria, AZ, November 14-15, 2013.

SUBMITTED BY:  [Signature]  SUPERINTENDENT:  [Signature]

ACTION BY BOARD:  Motion:  Second:  Vote: A

AGENDA ITEM:  [Number]
AGENDA ITEM: *Out of State Travel for Up to Fourteen Willow Canyon High School Dance Company Members, One Advisor and One Chaperone to Attend the Educational Performance Tours “Dance Across America” Event in Chicago, IL, February 20-23, 2014

EXECUTIVE SUMMARY:

WHO: Up to fourteen female Willow Canyon High School Dance Company students, one female advisor and one female chaperone

WHAT: Educational Performance Tours “Dance Across America” Event

WHERE: Chicago, IL

WHEN: February 20-23, 2014

WHY: To expose dance students to various professionals and explore career opportunities in the arts

COST: The approximate cost of $13,190.00 includes airfare, ground transportation, lodging, meals, five master classes, two tours and one Broadway show. Student’s contribution not to exceed $100.00 with the remainder to be paid by Tax Credit and Student Activities funds. Guest teacher to be paid by Student Activities funds.

BOARD ACTION REQUESTED:

It is recommended that the Governing Board approve the out of state travel of up to fourteen Willow Canyon High School Dance Company members, one advisor and one chaperone to attend the Educational Performance Tours “Dance Across America” Event in Chicago, IL, February 20-23, 2014.
AGENDA ITEM: *Out of State Travel for One Valley Vista High School Dance Teacher to Attend the (NDEO) National Dance Education Organization Conference in Miami, FL, October 23-27, 2013

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

Cost: $300.00 Funding Source: M&O

EXECUTIVE SUMMARY:

WHO: Ms. Amy Crow, Valley Vista High Dance Teacher

WHAT: The National Dance Education Organization Conference

WHEN: October 23-27, 2013

WHERE: Miami, FL

WHY: Ms. Crow submitted an essay to the (AzDEO) Arizona Dance Education Organization on the importance of dance education and the knowledge that would be gained by attending the conference. Ms. Crow was awarded a full scholarship to attend the conference. The conference will allow the participants to further their knowledge and to share research and information with other dance educators in the subject area.

COST: There is no cost to the District for the travel. The teacher is requesting the use of professional days to attend the conference. The approximate cost of $300.00 is for a guest teacher to be paid by school allocated funds.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the out of state travel of one Valley Vista High School dance teacher to attend the National Dance Education Organization Conference in Miami, FL, October 23-27, 2013.

SUBMITTED BY: SUPERINTENDENT:

ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM: 13
GOVERNING BOARD ITEM

AGENDA ITEM: *Out of State Travel for One Valley Vista High School Counselor to Attend the (NACAC) National Association for College Admission Counseling Conference in Toronto, Canada, September 17-20, 2013

EXECUTIVE SUMMARY:

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

WHAT: Attending NACAC Conference

WHEN: September 17-20, 2013

WHERE: Toronto, Canada

WHY: Mr. Bracey was awarded a scholarship to attend the conference and was selected as a Delegate for (RMACAC) Rocky Mountain Association for College Admission Counseling. The purpose of the conference is for professional development and exposure to the colleges and universities in attendance. Mr. Bracey will be the only public school high school counselor on the RMACAC Board.

COST: There is no cost to the District for the travel. The counselor is requesting the use of professional days to attend the conference. No guest teacher will be requested.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the out of state travel of one Valley Vista High School counselor to attend the National Association for College Admission Counseling Conference in Toronto, Canada, September 17-20, 2013.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 14
AGENDA ITEM: *Approval/Ratification of Payroll Vouchers 7543, 9, 7544 and 10 in the Amount of $4,746,776.28

**EXECUTIVE SUMMARY:**

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**TOTAL** $4,746,776.28

**BOARD ACTION REQUESTED:**

It is recommended the Governing Board approve/ratify payroll vouchers 7543, 9, 7544 and 10 in the amount of $4,746,776.28.

**SUBMITTED BY:**

**SUPERINTENDENT:**

**ACTION BY BOARD:** Motion:  Second:  Vote:  AGENDA ITEM: 15
DYSART UNIFIED VOUCHER

Voucher No: 7544  Voucher Date: 08/20/2013  Prepared By:  

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $1,776.62 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.

TRACI SAWYER-SINKBEIL  PRESIDENT

JERRY EYNON  CLERK

BONNIE SCHROADER  MEMBER

JENNIFER TANNER  MEMBER

DYSART UNIFIED

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$1,776.62
DYSART UNIFIED VOUCHER

Voucher No: 10  Voucher Date: 08/20/2013  Prepared By:  

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $2,247.41 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

JERRY EYNON  CLERK

BONNIE SCHROADER  MEMBER

JENNIFER TANNER  MEMBER

DYSART UNIFIED

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Created By: jnorin  Posted By: jnorin  Date: 08/20/2013 12:09:12  Page: 1
DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $217,261.64 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

JERRY EYNON CLERK

BONNIE SCHROADER MEMBER

JENNIFER TANNER MEMBER

DYSART UNIFIED

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**Total:** $217,261.64
DYSART UNIFIED VOUCHER

Voucher No: 7543  Voucher Date: 08/12/2013  Prepared By: [Signature]

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $4,525,490.61 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

JERRY EYNON  CLERK

BONNIE SCHROADER  MEMBER

JENNIFER TANNER  MEMBER

DYSART UNIFIED

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<td>EXTRACURRICULAR ACTIV. TAX CREDIT</td>
<td></td>
</tr>
<tr>
<td>570</td>
<td>INDIRECT COSTS</td>
<td></td>
</tr>
<tr>
<td>596</td>
<td>WEST MEC</td>
<td></td>
</tr>
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</table>

$4,525,490.61
Dysart Unified School District

September 4, 2013
Regular Governing Board Meeting

"Exceeding standards, future ready"

GOVERNING BOARD ITEM

AGENDA ITEM: *Approval/Ratification of Expense Vouchers 1066, 1007, 1067 and 1008 in the Amount of $3,215,743.28

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

EXECUTIVE SUMMARY:

<table>
<thead>
<tr>
<th>DATE</th>
<th>VOUCHER #</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/15/13</td>
<td>1066</td>
<td>$42,699.00</td>
</tr>
<tr>
<td>08/15/13</td>
<td>1007</td>
<td>$1,306,636.55</td>
</tr>
<tr>
<td>08/22/13</td>
<td>1067</td>
<td>$46,746.99</td>
</tr>
<tr>
<td>08/22/13</td>
<td>1008</td>
<td>$1,819,660.74</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$3,215,743.28</td>
</tr>
</tbody>
</table>

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve/ratify expense vouchers 1066, 1007, 1067 and 1008 in the amount of $3,215,743.28.

SUBMITTED BY: [Signature]  SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion:  Second:  Vote:  AGENDA ITEM: 16
DYSART UNIFIED VOUCHER

Voucher No: 1066  Voucher Date: 08/15/2013  Prepared By:  

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $42,699.00 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2012 to June 30, 2013 (period cannot overlap fiscal year end.)

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

TRACI SAWYER-SINKBEIL  PRESIDENT

JERRY EYNON  CLERK

BONNIE SCHROADER  MEMBER

JENNIFER TANNER  MEMBER

DYSART UNIFIED

<table>
<thead>
<tr>
<th>Fund</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>MAINTENANCE AND OPERATION</td>
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<td>SAFE AND SUPPORTIVE SCHOOLS</td>
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<td></td>
<td>(12/13)</td>
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<td>290</td>
<td>MIPS-MEDICAID INCENTIVE PAYMENT SYSTEM</td>
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<td>500</td>
<td>SCHOOL PLANT (SALE OR LEASE OVER 1 YR)</td>
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<td>510</td>
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<td>520</td>
<td>COMMUNITY SCHOOL</td>
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<td>530</td>
<td>GIFTS AND DONATIONS</td>
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<td>$1,911.02</td>
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<tr>
<td>850</td>
<td>STUDENT ACTIVITIES</td>
<td>$54.00</td>
</tr>
</tbody>
</table>

$42,699.00
DYSART UNIFIED VOUCHER

Voucher No: 1007 Voucher Date: 08/15/2013 Prepared By: [Signature]
Printed: 08/14/2013 03:58:19 PM

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $1,306,636.55 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

JERRY EYNON CLERK

BONNIE SCHROADER MEMBER

JENNIFER TANNER MEMBER

DYSART UNIFIED

<table>
<thead>
<tr>
<th>Fund</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>001</td>
<td>MAINTENANCE AND OPERATION</td>
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<td>TITLE I LEA (13/14)</td>
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<td>TITLE II IMPROVING TEACHER QUALITY (13/14)</td>
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<tr>
<td>220</td>
<td>IDEA - BASIC ENTITLEMENT</td>
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<td>260</td>
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<td>AUXILIARY OPERATIONS</td>
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<tr>
<td>526</td>
<td>EXTRACURRICULAR ACTIV. TAX CREDIT</td>
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<th>Amount</th>
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</thead>
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<td>530</td>
<td>GIFTS AND DONATIONS</td>
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<td>540</td>
<td>FINGERPRINT</td>
<td>$242.00</td>
</tr>
<tr>
<td>596</td>
<td>WEST MEC</td>
<td>$9,968.50</td>
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<td>610</td>
<td>UNRESTRICTED CAPITAL OUTLAY</td>
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</tr>
<tr>
<td>850</td>
<td>STUDENT ACTIVITIES</td>
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</tbody>
</table>

$1,306,636.55
DYSART UNIFIED VOUCHER

Voucher No: 1067  Voucher Date: 08/22/2013  Prepared By: ncochran

Printed: 08/22/2013 07:04:39 AM

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $46,746.99 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2012 to June 30, 2013 (period cannot overlap fiscal year end.)

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

TRACI SAWYER-SINKBEIL  PRESIDENT

JERRY EYNON  CLERK

BONNIE SCHROADER  MEMBER

JENNIFER TANNER  MEMBER

DYSART UNIFIED

<table>
<thead>
<tr>
<th>Fund</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>MAINTENANCE AND OPERATION</td>
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<td>TITLE I LEA (12/13)</td>
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<td>220</td>
<td>IDEA - BASIC ENTITLEMENT</td>
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<td>290</td>
<td>MIPS-MEDICAID INCENTIVE PAYMENT SYSTEM</td>
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<td>FOOD SERVICE</td>
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<td>GIFTS AND DONATIONS</td>
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<td>555</td>
<td>TEXTBOOKS</td>
<td>$10.00</td>
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<td>850</td>
<td>STUDENT ACTIVITIES</td>
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<tr>
<td>960</td>
<td>SELF INSURANCE</td>
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$46,746.99
DYSART UNIFIED VOUCHER

Voucher No: 1008  Voucher Date: 08/22/2013  Prepared By: ncochran

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $1,819,660.74 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2013 to June 30, 2014 (period cannot overlap fiscal year end.)

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

TRACI SAWYER-SINKBEIL  PRESIDENT

JERRY EYNON  CLERK

RONNIE SCHROADER  MEMBER

JENNIFER TANNER  MEMBER

DYSART UNIFIED

<table>
<thead>
<tr>
<th>Fund</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>001</td>
<td>MAINTENANCE AND OPERATION</td>
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<tr>
<td>101</td>
<td>TITLE I LEA (13/14)</td>
<td>$1,295.63</td>
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<td>143</td>
<td>TITLE II IMPROVING TEACHER QUALITY (13/14)</td>
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<td>163</td>
<td>SAFE AND SUPPORTIVE SCHOOLS (End 8/13)</td>
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<td>220</td>
<td>IDEA - BASIC ENTITLEMENT</td>
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<td>MIPS-MEDICAID INCENTIVE PAYMENT SYSTEM</td>
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<td>374</td>
<td>E-RATE</td>
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<td>400</td>
<td>CTE PRIORITY PROGRAM</td>
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<td>525</td>
<td>AUXILIARY OPERATIONS</td>
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<td>526</td>
<td>EXTRACURRICULAR ACTIV. TAX CREDIT</td>
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<td>$88.00</td>
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<td>596</td>
<td>WEST MEC</td>
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<td>850</td>
<td>STUDENT ACTIVITIES</td>
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<td>960</td>
<td>SELF INSURANCE</td>
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</tr>
<tr>
<td></td>
<td></td>
<td><strong>$1,819,660.74</strong></td>
</tr>
</tbody>
</table>
AGENDA ITEM: Recommendation for Approval of the Superintendent’s 2013-2014 Goals and Objectives and Evaluation Tool

EXECUTIVE SUMMARY:

At its August 21, 2014 workshop, the Governing Board and Superintendent discussed goals for the 2013-2014 school year. At this time, the Superintendent’s 2013-2014 Goals and Objectives and evaluation tool will be presented to the Governing Board for discussion and approval. A sample format for the required written summary is also presented for review.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the Superintendent’s 2013-2014 Goals and Objectives and evaluation tool.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 17
**2013-14 SUPERINTENDENT GOALS AND OBJECTIVES**

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

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
<th>INDICATORS</th>
<th>MEASURES OF SUCCESS</th>
<th>TIMELINE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Implement plans resulting in increasing numbers of students meeting or exceeding state standards.</td>
<td>Increases in the number of students who meet or exceed state standards as measured by state assessments at mandated grade levels.</td>
<td>AIMS reports show annual increases in grade 3 and 8 in areas of reading to align with state goals, as follows: 94% meeting state standards in grade 3 by 2020. Dysart will increase annually 2.1% points of students meeting in grade 3 reading per year until 2020. 85% meeting standards in grade 8 by 2020. Dysart increase annually 1.2% points of students meeting standards in reading per year until 2020. At high school 85% graduation rate by 2020. Dysart will increase annually 5% points of students graduating per year until 2020.</td>
<td>Release of AIMS</td>
</tr>
<tr>
<td>2. Implement New Century Learner Skills as part of the approved curriculum adopted as per the revision cycle for 2013-14.</td>
<td>The following curriculum areas identified for revision on the curriculum revision cycle will include the integration of new century learner skills: Social Studies: US History revised for thematic integration of instruction. Revised Honors curriculum to address differentiation from regular course. English: Add Cambridge curriculum to IPLAN. Continue revision to honors English at every level. Establish explicit writing curriculum K-12. Math: Add Cambridge curriculum to IPLAN. Science: Add Cambridge Chemistry maps to IPLAN. Revise AP Biology.</td>
<td>Indicated curriculum documents revised to include embedded new century learner skills.</td>
<td>End of the 2013-14 school year</td>
</tr>
</tbody>
</table>
### 2013-14 SUPERINTENDENT GOALS AND OBJECTIVES

<table>
<thead>
<tr>
<th>3. Design and implement assessments that measure student mastery of core standards and New Century Learner Skills.</th>
<th>Assessments in the following areas will be revised to integrate new century learner skills.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Social Studies:</td>
<td>US History</td>
</tr>
<tr>
<td>World History Honors and US History assessments revised for written constructed responses.</td>
<td>Revised Honors curriculum</td>
</tr>
<tr>
<td>Revised Honors curriculum English:</td>
<td>Continue revision to honors English at every level</td>
</tr>
<tr>
<td>Revise all final assessments to align with IPlan at the HS level</td>
<td>Explicit writing K-12</td>
</tr>
<tr>
<td>Math</td>
<td>3 - HS.</td>
</tr>
<tr>
<td>Revise for dominate domains for new state assessment Science:</td>
<td>Revise assessments for 7th and 8th grade to be aligned to the science practices and common core: Constructing arguments using evidence and reasoning.</td>
</tr>
<tr>
<td>Develop science Cambridge Benchmarks</td>
<td>Revise AP Biology</td>
</tr>
<tr>
<td>Revise AP Chemistry</td>
<td>Revise AP Physics</td>
</tr>
<tr>
<td>The Arts:</td>
<td>Pilot performance based assessments</td>
</tr>
<tr>
<td>Foreign Language PE</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Implement plans resulting in increasing numbers of students who succeed in exam systems that qualify them for full-time career and technical programs, jobs, military and/or college or university entrance.</th>
<th>Plan implemented for the 2013-14 school year to increase in the number of students meeting or exceeding entrance requirements for post-secondary pathways including: SAT or ACT, PSAT or Explore International Baccalaureate Career and Technical Education (CTE) competencies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan strategies implemented during 2013-14 with comparison data reported when available at the end of the 2013-14 school year</td>
<td>Plan implementation 2013-14 with results released when available at the end of the current school year</td>
</tr>
</tbody>
</table>
### 2013-14 SUPERINTENDENT GOALS AND OBJECTIVES

<table>
<thead>
<tr>
<th>GOAL</th>
<th>OBJECTIVES</th>
<th>INDICATORS</th>
<th>MEASURES OF SUCCESS</th>
<th>TIMELINE</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.</td>
<td>Implement plans resulting in all schools achieving a state accountability label within the top two categories of the new state system.</td>
<td>AZ Tech Prep Cambridge AP AZVAB (military)</td>
<td>CIP reports will establish data and plan to increases labels to A and B levels</td>
<td>90-100% of schools will have state accountability labels of A or B at the end of the 2013-14 school year</td>
</tr>
<tr>
<td></td>
<td><strong>GOAL B:</strong> Optimize and allocate resources that are proven to result in increased student achievement.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.(B.8)</td>
<td>Design and implement a plan that provides intervention, extension and enrichment so that each student makes at least one year's growth (OYG).</td>
<td>Effective strategies identified in intervention, extension and enrichment plans implemented and success of strategies assessed</td>
<td>Annual increases in student achievement reported as measured by state and district assessments</td>
<td>End of school year for district assessment report and upon release of state mandated test results</td>
</tr>
</tbody>
</table>

**COMPLETED**

2=completed
1=In progress
0=Not completed
## 2013-14 SUPERINTENDENT GOALS AND OBJECTIVES

**Goal H:** Allocate available district level resources to support the strategic plan goals where they will have the greatest impact on student academic achievement and instruction.

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
<th>INDICATORS</th>
<th>MEASURES OF SUCCESS</th>
<th>TIMELINE</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. (H.27)</td>
<td>Visual developed to show strategic plan areas and estimated spending</td>
<td>Annual reporting indicating resources directed to Strategic Plan goal areas.</td>
<td>Fall 2013</td>
</tr>
<tr>
<td>8. (H.28)</td>
<td>PD program evaluation utilized to identify PD resources &amp; implementation plan designed</td>
<td>Measureable increases in student achievement indicators</td>
<td>Summer 2014</td>
</tr>
</tbody>
</table>

**Goal I:** Assess funding priorities by aligning school expenditures with Strategic Plan.

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
<th>INDICATORS</th>
<th>MEASURES OF SUCCESS</th>
<th>TIMELINE</th>
</tr>
</thead>
<tbody>
<tr>
<td>9. (I.31)</td>
<td>Spending identified in CIP plan correlated to student achievement results over 2 year period</td>
<td>Report of the correlation between the guidelines and student achievement completed</td>
<td>Summer 2014</td>
</tr>
</tbody>
</table>
## GOALS

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

<table>
<thead>
<tr>
<th>Strategic Plan Objective</th>
<th>Supt. Plan Obj. #</th>
<th>Objectives</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.1</td>
<td>1</td>
<td>Implement plans resulting in increasing numbers of students meeting or exceeding on measurements of state standards.</td>
<td></td>
</tr>
<tr>
<td>A.2</td>
<td>2</td>
<td>Implement New Century Learner Skills as part of the approved curriculum adopted as per the revision cycle for 2013-14.</td>
<td></td>
</tr>
<tr>
<td>A.3</td>
<td>3</td>
<td>Design and implement assessments that measure student mastery of core standards and New Century Learner Skills.</td>
<td></td>
</tr>
<tr>
<td>A.4</td>
<td>4</td>
<td>Implement plans resulting in increasing numbers of students who succeed in exam systems that qualify them for full-time career and technical programs, jobs, military and/or college or university entrance.</td>
<td></td>
</tr>
<tr>
<td>A.5</td>
<td>5</td>
<td>Implement plans resulting in all schools achieving a state accountability label of excelling or within the top two categories of a new state system.</td>
<td></td>
</tr>
</tbody>
</table>

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

| B.8                      | 6                 | Design and implement a plan that provides intervention, extension and enrichment so that each student makes at least one year's growth. |        |

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

| H.27                     | 7                 | Design District level budget processes to improve the alignment of financial resources to Strategic Plan goals. |        |
| H.28                     | 8                 | Implement resources to support the professional development plan necessary for the successful execution of instruction. |        |

### GOAL I: The Dysart U.S.D. will assess funding priorities by aligning school expenditures with the Strategic Plan.

| I.31                     | 9                 | Assess the correlation of the guidelines to improve student academic achievement. |        |
Based upon the Board’s acceptance of the information reported to the Governing Board related to accomplishments on established goals adopted by the Governing Board for the Superintendent for the 2013-14 school year, the Board reaches the following conclusion relative to the Superintendent’s end-of-year performance:

___ The Superintendent accomplished at a satisfactory level the approved goals for the 2013-14 school year.

___ The Superintendent did not accomplish at a satisfactory level the approved goals for 2013-14 school year.

Date: ____________________________
Dysart Unified School District
September 4, 2013
Governing Board Meeting

"Exceeding standards, future ready"

GOVERNING BOARD ITEM

AGENDA ITEM: Direction to the Governing Board Delegate and Alternate Regarding Action to be Taken at the ASBA Delegate Assembly on September 7, 2013

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

Cost: N/A Funding Source: N/A

EXECUTIVE SUMMARY:

At this meeting, the Governing Board will take action to direct Mrs. Schroader or Ms. Sawyer-Sinkbeil to cast a vote to SUPPORT or DO NOT SUPPORT the recommendations made by the ASBA Political Committee regarding the Action Agendas of the Arizona School Boards Association.

The proposed action agenda for the delegate assembly is provided for Governing Board review and discussion. Discussion and action taken by the Delegate Assembly will be done item by item.

BOARD ACTION REQUESTED:

It is recommended the Governing Board authorize ASBA Assembly Delegate, Mrs. Bonnie Schroader, or alternate delegate, Ms. Traci Sawyer-Sinkbeil, to cast votes at the September 7, 2013 Delegate Assembly to SUPPORT ALL items or SUPPORT ALL items except ___________ on the proposed 2014 ASBA Political Agenda.

SUBMITTED BY: ___________________ SUPERINTENDENT: ___________________

ACTION BY BOARD: Motion: ______ Second: ______ Vote: ______ AGENDA ITEM: ______
Long-Term Focus – These overarching issues must be addressed for public schools to excel and provide an opportunity for every child to succeed. The items below reflect those key issues on which we will concentrate over the next 5-10 years.

1. Revise the school finance formula to adequately fund schools.
   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.

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 over the next 3-5 years.

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

2. Fund the implementation costs of Arizona’s new standards, assessments, and technology.

3. Restore capital funding to funding formula allocations.

4. Fund inflation fully in the baseline to uphold the voters’ mandate.

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

6. Create greater flexibility with mandated graduation requirements.
2014 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.

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

3. Change “override” language to “local support” to better reflect what voters are being asked to support.

4. Advocate for school safety funds to create a safe learning environment.

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

6. Expand bonding capacity to allow local districts to address school facility needs.

7. Maximize trust land income for teacher’s salaries and student classroom opportunities.

8. Allow schools to operate a 200-day school year and include funding from 5% to 8% to increase student achievement.

9. Restore 9th grade funding for CTE/JTEDs so that students have the opportunity to be exposed to career fields and/or certification completion.

10. Protect the right of districts to charter schools for innovation.
AGENDA ITEM: Recommendation for Adoption of Revised and New Governing Board Policies – 10.33 – Student Concerns, Complaints and Grievances and 10.33.1 – Student Violence, Harassment, Intimidation and Bullying – First Reading

EXECUTIVE SUMMARY:

In compliance with A.R.S. §15-341, administration recommends the Governing Board revise its policies to include revision to Policy Section 10.33 – Student Concerns, Complaints and Grievances and adoption of a new policy on Student Violence, Harassment, Intimidation and Bullying, Policy Section 10.33.1.

BOARD ACTION REQUESTED:

It is recommended the Governing Board review the proposed revisions and new policy. First Reading

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

Section 10.33 – Student Concerns, Complaints, and Grievances

The Superintendent shall not fail to establish procedures whereby students with sufficient concern may present a complaint or grievance regarding a violation of their constitutional rights, equal access to programs, discrimination, harassment, intimidation, bullying or personal safety provided that:

- The topic is not the subject of disciplinary or other proceedings under other policies and regulations of this District, and

- The procedure shall not apply to any matter for which the method of review is prescribed by law, or the Governing Board is without authority to act.

A complaint/grievance may be raised regarding one (1) or more of the following:

- Violation of the student's constitutional rights.
- Denial of an equal opportunity to participate in any program or activity for which the student qualifies not related to the student's individual capabilities.
- Discriminatory treatment on the basis of race, color, religion, sex, age, national origin, or disability.
- Harassment of the student by another person.
- Intimidation by another student.
- Bullying by another student.
- Concern for the student's personal safety.

The accusation must be made within thirty (30) calendar days of the time the student knew or should have known that there were grounds for the complaint or grievance. The initial complaint or grievance should be made using District operating procedures Section 10.33 or 10.33.1; however, a verbal complaint or grievance may be made to any school staff member. The receiving staff member shall immediately inform an administrator of the complaint or grievance.

When the initial complaint or grievance is submitted in a manner other than on the prescribed form, the administrator shall obtain from the student the particulars of the accusation and complete Section 10.33 10.33.1 or Complaint Form immediately. The administrator shall especially note all student-provided particulars determined by the Superintendent to be necessary for the complaint or grievance to be investigated. Any question concerning whether a complaint or grievance falls within this policy shall be determined by the Superintendent.

If the receiving school administrator is included in the allegation, the complaint or grievance
shall be transmitted to the next higher administrative supervisor. Failure by the staff member to timely inform a school administrator or next higher administrative supervisor of a student’s allegation may subject the staff member to disciplinary action. The staff member shall preserve the confidentiality of the subject, disclosing it only to the appropriate school administrator or next higher administrative supervisor or as otherwise required by law.

A student or the student’s parent or guardian may initiate the complaint process by completing Section 10.33 or 10.33.1 Complaint Form. A complaint or grievance may be withdrawn at any time. Once withdrawn, the process cannot be reopened if the resubmission is longer than thirty (30) calendar days from the date of the occurrence of the alleged incident.

Retaliatory or intimidating acts against any student who has made a complaint under this policy and its corresponding regulations, or against a student who has testified, assisted or participated in any manner in an investigation relating to a complaint or grievance, are specifically prohibited and constitute grounds for a separate complaint.

To assure that students and staff are aware of its content and intent, a notice of this policy and procedure shall be posted conspicuously in each school building and shall be made a part of the rights and responsibilities section of the student handbook. Forms for submitting complaints are to be available to students, staff, and parents or guardians in the school offices.

Disposition of all complaints or grievances shall be reported to the Superintendent and the compliance officer for discrimination if other than the Superintendent. The Superintendent shall not fail to determine if the policies of the District have been appropriately implemented and will make such reports and/or referrals to the Board as may be necessary.

The Superintendent shall not fail to develop procedures for the maintenance and confidentiality of documentation related to the receipt of a student’s complaint or grievance, findings of the investigation, and disposition of the matter. The documentation shall not be used to impose disciplinary action unless the appropriate school official has investigated and determined there was an actual occurrence of the alleged incident.

Knowingly submitting a false report under this policy shall subject the student to discipline up to and including suspension or expulsion. Where disciplinary action is necessary pursuant to any part of this policy, relevant District policies shall be followed.

When District officials have a reasonable belief or an investigation reveals that a reported incident may constitute an unlawful act, law enforcement authorities will be informed.
Section 10 – Students

Section 10.33.1 – Student Violence, Harassment, Intimidation, and Bullying

Students are prohibited from bullying on school grounds, school property, school buses, at school bus stops, at school sponsored events and activities, and through the use of electronic technology or electronic communication equipment on school computers, networks, forums, or mailing lists.

Disciplinary action may result for bullying which occurs outside of the school and the school day when such bullying results in a substantial physical, mental, or emotional negative effect on the victim while on school grounds, school property, school buses, at school bus stops, or at school sponsored events and activities, or when such act(s) interfere with the authority of the school system to maintain order. All suspected violations of law will be reported to local law enforcement.

The Superintendent shall not fail to establish procedures for the dissemination of information related to this policy to students, parents and guardians. The information will include, but not be limited to, Governing Board policies, incident reporting, support services (proactive and reactive) and student’s rights. The dissemination of this information shall:

- occur during the first (1st) week of each school year,
- be provided to each incoming student during the school year at the time of the student’s registration, and
- be summarized in the student handbook and on the District website, and

the Superintendent shall not fail to establish procedures for the dissemination of information to District employees including but not limited to:

- Governing Board policy,
- preventative measure,
- incident reporting procedures,
- available support services for students (both proactive and reactive), and
- student rights.

Information will be provided to staff members at the beginning of each instructional year and on the first day of employment for new employees.

The Superintendent shall not fail to establish procedures designed to protect the health and safety of students who are physically harmed as the result of bullying. These will include, when appropriate, procedures for contacting emergency medical services, law enforcement agencies,
or both.

Knowingly submitting a false report under this policy shall subject the student to discipline up to and including suspension or expulsion. Where disciplinary action is necessary pursuant to any part of this policy, relevant District policies shall be followed.

Law enforcement authorities shall be notified any time District officials have a reasonable belief that an incidence of bullying is a violation of the law.

Definitions

**Bullying:** Bullying may occur when a student is exposed repeatedly and over time to negative actions on the part of one or more other students.

- Bullying behavior is meant to hurt another person and is carried out by someone who is seeking power or control over another person.
- Bullying may constitute a violation of law.
- There are three forms of bullying:
  - Physical
  - Emotional
  - Social

**Cyberbullying:** Cyberbullying is, but not limited to, any act of bullying committed by use of electronic technology or electronic communication devices, including telephonic devices, social networking and other internet communications, on school computers, networks, forums and mailing lists, or other District-owned property, and by means of an individual’s personal electronic media and equipment.

**Harassment:** Harassment is the intentional behavior by a student or group of students that is disturbing or threatening to another student or group of students. Intentional behaviors that characterize harassment include, but are not limited to stalking, hazing, social exclusion, name calling, unwanted physical contact and unwelcome verbal or written comments, photographs and graphics. Harassment may be related, but not limited to, race, religious orientation, sexual orientation, cultural background, economic status, size or personal appearance. Harassing behaviors can be direct or indirect and by use of social media.

**Intimidation:** Intimidation is intentional behavior by a student or group of students that places another student or group of students in fear of harm of person or property. Intimidation can be manifested emotionally or physically, either directly or indirectly, and by use of social media.
10.33.1 STUDENT VIOLENCE, HARASSMENT, INTIMIDATION, AND BULLYING

Summary
The District does not tolerate bullying in any form. Further, the District shall investigate each complaint of bullying and will take appropriate, timely, and responsive action. A student who is experiencing bullying, or believes another student is experiencing bullying, is to report the situation to the principal or another school employee. A school employee who becomes aware of or suspects a student is being bullied shall immediately notify the school administrator. School personnel shall maintain confidentiality of the reported information.

Procedure

Reporting Incidents of Bullying
The initial notification of an alleged incident may be provided verbally. A detailed written description of the incident and any other relevant information must be provided on form(s) made available by the school and submitted to the principal within one (1) school day of the verbal report. Should the principal be the employee who observes, is informed of, or suspects a student is experiencing bullying the principal shall document the incident or concern in writing. Failure by an employee to report a suspected case of bullying may result in disciplinary action up to suspension without pay or dismissal pursuant to Board Policy Section 7.46.

Reprisal by any student or staff member directed toward a student or employee related to the reporting of a case of bullying or a suspected case of bullying shall not be tolerated and the individual(s) will be subject to the disciplines set out in applicable District policies and administrative procedures.

At the time a student reports alleged bullying, the principal shall provide to the student who has allegedly been bullied a written copy of student rights protections and support services available to the student and shall notify the student’s parent(s) of the report.

Bullying: Bullying may occur when a student is exposed repeatedly and over time to negative actions on the part of one or more other students.

1. Bullying behavior is meant to hurt another person and is carried out by someone who is seeking power or control over another person.
2. Bullying may constitute a violation of law.
3. There are three forms of bullying.
   a. Physical
   b. Emotional
   c. Social

Any student who feels he or she has been the
victim of bullying or suspects other students of being bullied should file a complaint with the principal or the principal's designee or other school employee. The student’s report may be provided verbally or in writing. A student’s verbal report will be documented in writing by the employee receiving the report.

Any staff member who becomes aware of or suspects that a student is experiencing bullying shall immediately notify the principal or the principal's designee. Employees may initially give verbal notice to the principal or the principal’s designee, but shall submit a written report to the principal or the principal’s designee within one (1) school day of the verbal report.

Reprisal directed toward a student or employee for the reporting of a case of bullying or a suspected case of bullying will not be tolerated. Students involved directly or indirectly in reprisal will be disciplined pursuant to Board Policies 10.42, 10.44 and 10.45. Any suspected violation of the law will be reported to law enforcement authorities.

Investigation of submitted complaints shall be initiated by the principal or the principal’s designee as soon as is feasible, but not later than two (2) school days after the initial report. Each investigation will be comprehensive to the extent determined appropriate by the principal or the principal’s designee. In investigating the complaint, the principal or the principal's designee will maintain confidentiality to the extent reasonably possible, subject to the restrictions pertaining to disclosure of personally identifiable student information established in the Family Educational Rights and Privacy Act (FERPA).

Each investigation will be documented by the principal or the principal’s designee. Documentation will be maintained by the district for at least six (6) years. In the event the District must report incidents to persons other than school officials or law enforcement, all individually identifiable information shall be redacted. Restrictions established by FERPA on disclosure of personally identifiable student information must be observed at all times.

The Superintendent is responsible for determining the methods of information delivery to employees and students. The Superintendent shall provide to the school principals, supervisors and all other District employees the information necessary to comply with Governing Board policy 10.33.1. The information related to bullying is to include but not be limited to preventive measures, incident reporting, related support services available (proactive and reactive), student rights, employee responsibilities, and the ramifications of not reporting a bullying incident or suspension of bullying. The information shall be disseminated to District personnel at the beginning of each year and as the Superintendent otherwise determines to be appropriate.

The principal or the principal’s designee is responsible to ensure information related to bullying is disseminated to students, and parents and guardians. The information shall include but not be limited to Governing Board policy, incident reporting, support services (proactive and reactive) and student’s rights. The dissemination of this information will occur during the first (1st) week of each school year:

1. be posted in each classroom and in common areas of the school,
2. be summarized in the student handbook and on the district website, and
3. be provided to each incoming student during the school year at the time of registration.

The principal or the principal’s designee is also responsible to ensure information is disseminated to all students who report bullying, including, at the time the incident is reported, a written copy of student rights, protections and support services available to the student; a copy of the report shall also be given
to the student’s parent(s)/guardian(s).

The principal or the principal’s designee is responsible for the maintenance of documentation related to bullying.
### Bullying, Harassment or Intimidation Reporting Form

**Dysart Unified School District**

15802 North Parkview Place, Surprise, AZ 85374

*This form is to be confidentially maintained in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C.§1232g.*

**Directions:** Bullying, harassment or intimidation is not acceptable. Please complete this form to report alleged bullying, harassment, or intimidation and return it to the school administration office. Contact the school for additional information or assistance at any time.

<table>
<thead>
<tr>
<th>Today’s Date:</th>
<th>School:</th>
</tr>
</thead>
</table>

Name of Person Reporting Incident: ___________________________________________

Telephone: __________________ E-mail: __________________

Are you (Check one):
- [ ] Student/ Victim
- [ ] Parent/Guardian
- [ ] Student Witness/Bystander
- [ ] Close Adult Relative
- [ ] School Staff Member
- [ ] Other Adult

Name(s) of Student Victim(s): ___________________________________________

Name(s) of Alleged Offender(s): ___________________________________________

Name(s) of Witness(es)/Bystander(s): _______________________________________

1. On what date(s) did the incident(s) happen? _____________________________

2. Where did the incident(s) happen? (Check all that apply):
- [ ] Bus
- [ ] Cafeteria
- [ ] Classroom
- [ ] Hallway
- [ ] Playground
- [ ] Restroom
- [ ] School Activity/Event
- [ ] To/From School
- [ ] Other: ___________________________

3. What best describes what happened? (Check all that apply):
- [ ] Cyber Bullying
- [ ] Hitting
- [ ] Inappropriate Touching
- [ ] Intimidation
- [ ] Kicking
- [ ] Name Calling
- [ ] Profanity
- [ ] Pushing
- [ ] Rude/Threatening Gestures
- [ ] Rumors/Gossip
- [ ] Social Exclusion/Rejection
- [ ] Teasing
- [ ] Theft
- [ ] Threatening
- [ ] Other: ___________________________

4. Was there an adult around at the time of the incident? [ ] Yes [ ] No  If so, who? ___________________________

5. Explain what you saw and heard:

| FOR OFFICE USE ONLY |

Complaint Investigated: [ ] Yes [ ] No Administrator Signature ___________________________

Entered into Infinite Campus: [ ] Yes [ ] No Administrator Signature ___________________________
Bullying, Harassment or Intimidation Reporting Guidelines

- Student experiences bullying, harassment or intimidation incident as victim or witness
  - Parent observes bullying, harassment or intimidation or receives report of bullying, harassment or intimidation
  - Staff Member observes bullying, harassment or intimidation or receives report of bullying, harassment or intimidation
  - Adult Relative observes bullying, harassment or intimidation or receives report of bullying, harassment or intimidation
  - Other Adults observes bullying, harassment or intimidation or receives report of bullying, harassment or intimidation

- Student, parent, staff member, adult relative or other adult completes a Bullying, Harassment or Intimidation Report Form and submits it to the School Administrator

- Reported Victim is provided with a Rights, Protections and Services Letter

- School Administrator conducts an investigation of the incident and does one or more of the following:
  - Parent contact
  - Follow Discipline Matrix as appropriate
  - Staff plan for supervision and intervention with student(s)
  - Refer to Counselor
  - Contact Law Enforcement mandatory if physical injury has occurred
  - SRO

- Reported Victim is provided with the Resolution Letter

Note: 1) All Reporting forms, supporting documents, documentation of providing reported victim with Responsibility, Protections and Services Letter and Resolution Letter must be kept for six years.

2) All Reporting forms must be documented on spreadsheet provided by Student Services and submitted quarterly to the Student Services department.
As a result of the bullying/harassment/intimidation report you submitted, and in accordance with ARS 15-341 (37d), the following information is being provided to you. Please understand that the provision of this document does not constitute confirmation of the allegations. A thorough investigation must first be conducted including affording due process to the alleged offender. At the conclusion of the investigation, you will be provided notification of the closure of the incident.

Student Rights
The documents referenced below are available in the School Office

- For General Student Rights - Refer to pages 2-4 of the Student Handbook
- For Student Rights with regards to Bullying, Harassment and Intimidation – Refer to page 9 of the Student Handbook
- For Student Rights with regards to reporting and resolution – Refer to ARS 15-341, 37 a-j

Protections
Additional information on the items listed below can be provided by the school administrator

- Threat Assessment in accordance with District protocols
- Disciplinary consequences for offender
- Diversion Programs for offender
- Health Office Referrals when necessary
- Individual Safety Plans
- Other protections on a case-by-case basis

Services
Additional information on the services listed below can be provided by the school administrator

- Prevention Counseling Services in grades 6th-9th
- Intervention strategies
- Peer Mediation where appropriate
- Other services according to circumstances