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/EXECUTIVE SESSION

REGULAR MEETING

TIME: 6:00 p.m. – Wednesday, June 19, 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
     • Spotlight Video – Policy Governance Video
   • Superintendent Update
   • Governing Board Update
     - Traci Sawyer-Sinkbeil
     - Jerry Eynon
     - Christine Pritchard
     - 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(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later date. In order to facilitate accomplishing the business of the District in a timely manner, a time limit of three (3) minutes will be imposed for each individual or group addressing the Board. When you approach the podium, please state your name for the record.
MOTION TO APPROVE CONSENT AGENDA ITEMS

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

Motion __________ Second __________ Vote __________

1. Recommendation to Approve Master Subscription Agreement with Netchemia, LLC for TalentEd Recruit & Hire Professional Services, and Authorize the Assistant Superintendent for Employee and Public Relations to Sign the Agreement and Affiliated Documents

Submitted By: Mr. Dean

2. Recommendation to Approve Memorandums of Understanding with Arizona Public Service (APS) for the Solar for Schools Programs and Authorize the Assistant Superintendent to Sign the Agreement and Affiliated Documents

Submitted By: Dr. Kellis

3. Recommendation to Approve Musical Instrument Museum Field Trip Grant Agreement and Authorize the Associate Superintendent to Sign the Agreement and Affiliated Documents

Submitted By: Dr. Miller

4. Recommendation to Approve an Intergovernmental Agreement with the Greater Phoenix Educational Management Council and Authorize the Superintendent to Sign the Agreement and Affiliated Documents

Submitted By: Dr. Pletnick

5. Recommendation to Approve the Teaching Strategies, LLC Online Services Subscription Agreement and Authorize the Associate Superintendent to Sign the Agreement and Any Affiliated Documents

Submitted By: Dr. Miller

6. Recommendation to Approve the Memorandum of Agreement with Teaching Strategies, LLC, for Professional Development Services and Authorize the Associate Superintendent to Sign the Agreement and Affiliated Documents

Submitted By: Dr. Miller

7. Recommendation to Approve Amendments to the Memorandum of Understanding for the 2013-2014 School Year

Submitted By: Mr. Dean

8. Revision of the District School Calendar for the 2013-2014 School Year

Submitted By: Mr. Dean

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

Submitted By: Dr. Kellis


Submitted By: Mr. Dean

11. Recommendation for Approval of Additional Positions for the 2013-2014 School Year

Submitted By: Mr. Dean

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

Submitted By: Mr. Dean

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

Submitted By: Mr. Dean


Submitted By: Mr. Dean

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

Submitted By: Mr. Dean

16. Approval of the Minutes for the June 5, 2013 Regular and Special Governing Board Meetings

Submitted By: Dr. Pletnick

17. Hearing Officer’s Recommendation(s) Long Term Suspension

Submitted By: Dr. Kellis
ACTION/CONSENT


Submitted By

Dr. Miller

19. Approval of Adoption for Gifted Online Courses for Grades 4-6

Dr. Miller

20. Adoption of CK-12 Open Source Science and Math Flexbooks

Dr. Miller

21. Overnight Travel for High School Athletic Teams to Attend Scheduled Tournaments and Regional and State Competitions During the 2013-2014 School Year

Dr. Kellis

22. Out of State Travel for One Director of Support Services and Athletics to Participate as a Member of the National Interscholastic Athletic Administrators Association Board Meeting in Indianapolis, IN, July 12-15, 2013

Dr. Kellis

23. Out of State Travel for the Associate Superintendent, Director of Curriculum and Director of Instructional Technology to Attend the EdLeader21 3rd Annual Conference in Chicago, IL, October 1-4, 2013

Dr. Miller

24. Overnight Travel for Twenty-eight Shadow Ridge High School Cross Country Runners and Three Coaches to Attend Cross Country Team Conditioning Training Camp in Flagstaff, AZ, July 24-26, 2013

Dr. Miller

25. Overnight Travel for Up to Fourteen Valley Vista High School Cross Country Runners and Two Coaches to Attend Team Running Camp in Flagstaff, AZ, July 7-10, 2013

Dr. Kellis

26. Overnight Travel for Up to Seventeen Willow Canyon High School Spiritline/POM Members, Two Coaches and One Chaperone to Attend the United Spirit Association Dance Camp in Phoenix, AZ, July 23-25, 2013

Dr. Kellis

27. Extra Curricular Tax Credit Fund and Student Activities Fund Reports for the Month of May 2013

Dr. Pletnick

28. Approval/Ratification of Expense Vouchers 1055 and 1056 in the Amount of $1,599,586.80

Dr. Pletnick

29. Approval/Ratification of Payroll Vouchers 7528, 54, 7529 and 55 in the Amount of $2,535,255.94

Dr. Pletnick

ACTION/DISCUSION

30. Recommendation for Adoption of School Calendars for the 2014-2015 and 2015-2016 School Years

Mr. Dean

31. Recommendation to Approve the Proposed Budget Advertisement for the 2013-2014 Fiscal Year

Dr. Pletnick

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

Dr. Pletnick

33. Recommendation to Approve Resolution Calling for a Bond Election to be Held on November 5, 2013

Dr. Pletnick

34. Recommendation to Approve the Resolution and Charter School Applications of Canyon Ridge School, Countryside Elementary, Luke Elementary and West Point Elementary

Dr. Pletnick

35. Information on the 2013-2014 Student and Parent Handbook and Approval of the Student Discipline Procedures

Dr. Kellis
INFORMATION

36. 2013 Strategic Plan Survey – Summary of Results

37. 2012-2013 Report on the Continuous Improvement Plan (CIP) for the Business Services Department

38. Strategic Plan Update – Exceeding Standards, Future Ready: Student Achievement, Goal A, Objective 4

39. Strategic Plan Update – Exceeding Standards, Future Ready: Student Achievement, Goal B, Objective 9

40. Recommendation for Revision of the Governing Board Policy Manual – First Reading

41. Information Regarding Accomplishment of the 2012-2013 Goals and Objectives

Submitted By

Dr. Pletnick

Dr. Pletnick

Dr. Miller

Dr. Miller

Dr. Kellis

Dr. Pletnick

CALL FOR EXECUTIVE SESSION

Call for Executive Session Pursuant to ARS 38-431.03 A.1

It is recommended the Governing Board establish an Executive Session to be held immediately during a recess in the Regular Meeting for discussion of the Superintendent - Year End Evaluation

A.1 - Superintendent’s Year End Evaluation

Motion __________ Second __________ Vote __________

RECESSING FOR EXECUTIVE SESSION

EXECUTIVE SESSION

GENERAL FUNCTIONS

A. Call to Order and Roll Call

B. Confidentiality Statement

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

C. Executive Session

A.1 Superintendent’s Year End Evaluation

RECONVENE REGULAR MEETING

42. Action Regarding a Written Summary of the Superintendent’s Final Performance Evaluation for the 2012-2013 School Year

REQUESTS FOR FUTURE AGENDA ITEM(S)

ADJOURNMENT

Motion _______________ Second ___________________ Vote _______
AGENDA ITEM: *Recommendation to Approve Master Subscription Agreement with Netchemia, LLC for TalentEd Recruit & Hire Professional Services, and Authorize the Assistant Superintendent for Employee and Public Relations to Sign the Agreement and Affiliated Documents*

Action/Consent  
Action/Discussion  
Information  
Supporting Data X

**EXECUTIVE SUMMARY:**

It is recommended the Governing Board approve the Master Subscription Agreement with Netchemia, LLC for subscription, implementation and training of TalentEd Recruit & Hire Professional. The agreement facilitates applicant recruiting and tracking for Dysart Unified School District hiring.

The agreement has been reviewed and released by legal counsel for Governing Board consideration.

**BOARD ACTION REQUESTED:**

It is recommended the Governing Board approve the Master Subscription Agreement with Netchemia, LLC for TalentEd Recruit & Hire Professional Services, and authorize the Assistant Superintendent for Employee and Public Relations to sign the agreement and any affiliated documents.

**SUBMITTED BY:**

**SUPERINTENDENT:**

**ACTION BY BOARD:** Motion: Second: Vote: AGENDA ITEM: 1
Proposal for Dysart USD 89
Quote # 1773-01 TalentEd Recruit & Hire Professional
Proposal Date: 6/6/2013 (REVISION #1)

Bill To:
Jennifer Coker
Dysart USD 89
jennifer.coker@dysart.org
(623) 876-7969
15502 North Parkview Place
Surprise, AZ 85374

Terms and Conditions

CONTRACT DATES: Your subscription contract begins July 1, 2013.

LENGTH OF CONTRACT: The initial subscription term will be for one (1) year of service, or from July 1, 2013 until June 30, 2014. The subscription agreement will automatically renew annually thereafter for up to four (4) additional one-year terms, subject to the availability of District funds, at the end of the initial term unless written notice is provided by You sixty (60) days prior to the renewal date, and provided that renewal is approved and ratified by the District’s Board of Education on or before July 1st of the renewal year. The subscription price will increase up to a maximum of 5% per year, starting July 1, 2014.

INVOICING DATES(S): Implementation and subscription amount are due upon signing of the agreement.

PREVAILING TERMS: In the event of any conflict between the terms identified in this Order Form and the Master Subscription Agreement (MSA) referenced herein, the terms of this Order Form shall prevail (as reflected in the amendment to Section 22. Definitions of the MSA noted below). Terms of this Order Form and the referenced MSA shall remain in effect as agreed at date of signing listed below unless and until changes are agreed in writing by both parties. See also Additional Dysart USD 89 Special Terms and Conditions incorporated below.

PLEASE READ: If there is anything in this proposal that you are expecting to see that is not described in the product section below, please contact your Netchemia representative.

Products

<table>
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<tr>
<th>Product</th>
<th>Yearly Subscription Investment</th>
<th>One Time Implementation and Training Investment</th>
<th>One Time Onsite Training Discount</th>
<th>One Time Consultation Investment</th>
<th>One Time Discount (Consultation Investment Waived)</th>
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<td>$1,500</td>
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<td>TalentEd Recruit &amp; Hire Training: On-site training</td>
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</table>

Total: $9,325

This legally binding Order Form is governed by the Master Subscription Agreement (in the form attached herewith, and dated the 6th day of October, 2010) between Customer and Netchemia, LLC as identified below, with the following amendments and modifications to those specific MSA Sections noted below:

13. Mutual Indemnification

To the extent permitted by Arizona law, You agree to hold harmless Netchemia and its agents, suppliers, affiliates, successors and assigns, and their officers, directors and employees, from and against any and all claims, including court costs and attorneys’ fees, arising from or relating to Your use of the Services in connection with employment decisions, or other actions made possible as a result of this Agreement.

[NOTE: The 1st paragraph of this Section is replaced in its entirety as listed above; the balance of this Section is otherwise unchanged.]
21. General
This Agreement shall be governed by Arizona law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the Maricopa County Superior Court or the United States District Court, District of Arizona.

[NOTE: This Section is replaced in its entirety as listed above.]

22. Definitions
"Order Form(s)" means ... and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Order Form shall prevail).

[NOTE: The end of the Order Form(s) definition paragraph of this Section is modified as listed above; the balance of this paragraph in this Section is otherwise unchanged.]

Additional Dysart USD 89 Special Terms and Conditions:

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

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

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

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

Sudan/Iran. The parties hereby certify to each other, that they do not have and during the term hereof will not have a "scrutinized business operation" in either Sudan or Iran as required under A.R.S. §§ 35-391.06 and 35-393.06 respectively.

Insurance. Each party, at its cost, shall maintain comprehensive general liability insurance with limits of not less than $1,000,000 per occurrence, insuring against all liability of said party and its authorized representatives arising out of and in connection with said party’s use or occupancy of the facilities. Said insurance shall include broad form contractual liability covering, without limitation, the liability assumed under this Indemnification provisions of this Agreement. If the policy is to be written with an annual aggregate limit, that limit shall be not less than $2,000,000. Comprehensive general liability shall name the other party to this Agreement as an additional insured. All insurance policies shall provide that the policies cannot be cancelled, not renewed, nor limited in scope of coverage or limits until and unless thirty (30) calendar days prior notice is given to the other party.
Authorization - Fax to 800.877.9585

I accept the proposal for TalentEd Recruit & Hire Professional

Name & Title:---------------------
Authorized Representative
DYSART UNIFIED SCHOOL DISTRICT No. 89

Please bill me PO# 

Signature Date

Signature Date

Wayne E. Morgan, Ph.D
Vice President & Chief Operating Officer
NETCHEMIA, LLC
Master Subscription Agreement

THIS MASTER SUBSCRIPTION AGREEMENT ("AGREEMENT") GOVERNS YOUR PURCHASE AND ONGOING USE OF THE SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN EDUCATIONAL INSTITUTION, COMPANY, OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on October 6, 2010. This Agreement is effective between You and Us as of the date of You accepting this Agreement.

Welcome

As part of the Services, Netchemia will provide You with use of the Services, including a browser interface and data encryption, transmission, access and storage. Your use of the Services shall be deemed to be Your agreement to abide by this Agreement including any materials available on the Netchemia website incorporated by reference herein, including but not limited to Netchemia's privacy and security policies. For reference, a Definitions section is included at the end of this Agreement.

1. Privacy & Security; Disclosure

Netchemia's privacy and security policies may be viewed at www.netchemia.com/privacy.asp. Netchemia reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. Note that because the Service is a hosted, online application, Netchemia occasionally may need to notify all users of the Service of important announcements regarding the operation of the Service. If You are a customer of the Service, You agree that Netchemia can disclose the fact that You are a customer.

2. License Grant & Restrictions

Netchemia hereby grants You a non-exclusive, non-transferable, right to use the Service, solely for Your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by Netchemia and its licensors.

You shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. You may use the Service only for Your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

3. Your Responsibilities

You are responsible for all activity occurring under Your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Your use of the Service,
including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify Netchemia immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Netchemia immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by You or Your Users; and (iii) not impersonate another Netchemia user or provide false identity information to gain access to or use the Service.

4. Account Information and Data

Netchemia does not own any data, information or material that You or other authorized users submit to the Service in the course of using the Service ("Customer Data"). You, not Netchemia, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Netchemia shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated (other than by reason of Your breach), Netchemia will make available to You a file of the Customer Data within 30 days of termination if You so request at the time of termination. Netchemia reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Your non-payment. Upon termination for cause, Your right to access or use Customer Data immediately ceases, and Netchemia shall have no obligation to maintain or forward any Customer Data.

We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Your data. We shall not (a) modify Your data, (b) disclose Your data except as expressly compelled by law or as permitted in writing by You, or (c) access Your Data except to provide the Services or prevent or address service or technical problems, or at Your request in connection with customer support matters.

5. Intellectual Property Ownership

Netchemia alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Netchemia Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by You or any other party relating to the Service. This Agreement is not a sale and does not convey to You any rights of ownership in or related to the Service, the Solution Technology or the Intellectual Property Rights owned by Netchemia. The Netchemia name, the Netchemia logo, and the Software Product names and any logos associated with the Service are trademarks of Netchemia or third parties, and no right or license is granted to use them. No rights are granted to You hereunder other than as expressly set forth herein.

6. Third Party Interactions

Netchemia does not endorse any sites on the Internet that are linked through the Service. Netchemia provides such links to You only as a matter of convenience, and in no event shall Netchemia or its licensors be responsible for any content, products, or other materials on or available from such sites. Netchemia provides the Service to You pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require Your agreement to additional or different license or other terms prior to Your use of or access to such software, hardware or services. The Software Products may incorporate or reuse selected third-party or open-source software components or tools (see Disclosure Statement; www.netchemia.com/LicensingandCredits.asp). If You install or enable Third-Party Applications for use with the Services, You acknowledge that We may allow providers of those Third-Party Applications to access Your Data as required for the interoperation of such Third-Party Applications with the Services. We shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Third-Party Application providers.

7. Charges and Payment of Fees

You shall pay all fees or charges to Your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. You are responsible for paying for all Subscription Fees ordered for the entire Subscription Term in advance; either annually or in accordance with any different billing frequency stated in the applicable Order Form, whether or not the Services are actively used. You must provide Netchemia with an approved purchase order or purchase agreement as a condition to signing up for the Services. All pricing terms are confidential, and You agree not to disclose them to any third party. We shall make the Services available to You pursuant to this Agreement and the relevant Order Form during
a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

8. Billing and Renewal

Netchemia charges and collects in advance for use of the Service. Netchemia will automatically renew, and Netchemia will issue an invoice to You each year on the subsequent anniversary or as otherwise mutually agreed upon. The renewal charge will be equal to the then-current Subscription Fees. Fees for other mutually agreed upon services will be charged on an as-quoted basis.

You agree to provide Netchemia with complete and accurate billing and contact information. This information includes Your legal organization name, street address, e-mail address, and name and telephone number of both an authorized billing contact and a License Administrator. You agree to update this information within 30 days of any change to it. If the contact information You have provided is false or fraudulent, Netchemia reserves the right to terminate Your access to the Service in addition to any other legal remedies. If You believe Your bill is incorrect, You must contact Us in writing within 60 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

9. Non-Payment and Suspension

In addition to any other rights granted to Netchemia herein, Netchemia reserves the right to suspend or terminate this Agreement and Your access to the Service if Your account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) may be subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for use of the Service during any period of suspension. If You or Netchemia initiates termination of this Agreement, You will be obligated to pay the balance due on Your account computed in accordance with the Charges and Payment of Fees section above. You agree that Netchemia may bill You for such unpaid fees.

Netchemia reserves the right to impose a reconnection fee in the event You are suspended and thereafter request access to the Service. You agree and acknowledge that Netchemia has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if Your account is 60 days or more delinquent.

10. Termination upon Expiration

This Agreement commences on the Effective Date. For Netchemia Customers, the Initial Term will be stated in the approved purchase order or purchase agreement. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term (or one year, if the Initial Term is greater than one year) at Netchemia's then-current fees. Either party may terminate this Agreement by notifying the other party in writing at least sixty (60) days prior to the date of the invoice for the following term. In the event this Agreement is terminated (other than by reason of Your breach), Netchemia will make available to You a file of the Customer Data within 30 days of termination if You so request at the time of termination. You agree and acknowledge that Netchemia has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

11. Termination for Cause

Any breach of Your payment obligations or unauthorized use of the Netchemia Technology or Service will be deemed a material breach of this Agreement. Netchemia, in its sole discretion, may terminate Your password, account or use of the Service if You breach or otherwise fail to comply with this Agreement. You agree and acknowledge that Netchemia has no obligation to retain the Customer Data, and may delete such Customer Data, if You have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

12. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Netchemia represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online Netchemia help documentation, or other product documentation provided, under normal use and circumstances. You represent and warrant that You have not falsely
identified Yourself nor provided any false information to gain access to the Service and that Your billing information is correct.

13. Mutual Indemnification

You shall indemnify and hold Netchemia, its licensors and any such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by You of Your representations and warranties; or (iii) a claim arising from the breach by You or Your Users of this Agreement, provided in any such case that Netchemia (a) gives written notice of the claim promptly to You; (b) gives You sole control of the defense and settlement of the claim (provided that Netchemia may not settle or defend any claim unless You unconditionally release Netchemia of all liability and such settlement does not affect Netchemia's business or Service); (c) provides to You all available information and assistance; and (d) has not compromised or settled such claim.

Netchemia shall indemnify and hold You and Your parent organizations, subsidiaries, affiliates, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by Netchemia of its representations or warranties; or (iii) a claim arising from breach of this Agreement by Netchemia; provided that You (a) promptly give written notice of the claim to Netchemia; (b) give Netchemia sole control of the defense and settlement of the claim (provided that Netchemia may not settle or defend any claim unless it unconditionally releases You of all liability); (c) provide to Netchemia all available information and assistance; and (d) have not compromised or settled such claim. Netchemia shall have no indemnification obligation, and You shall indemnify Netchemia pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of Your products, service, hardware, or business process(s).

14. Disclaimer of Warranties

NETCHEMIA AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. NETCHEMIA AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) ERRORS OR DEFECTS WILL BE CORRECTED, OR (E) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY NETCHEMIA AND ITS LICENSORS.

15. Internet Delays

NETCHEMIA'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. NETCHEMIA IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

16. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH
PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Additional Rights

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to You.

18. Notice

Netchemia may give notice by means of a general notice on the Service, electronic mail to Your e-mail address on record in Netchemia's account information, or by written communication sent by first class mail or pre-paid post to Your address on record in Netchemia's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by e-mail). You may give notice to Netchemia (such notice shall be deemed given when received by Netchemia) at any time by any of the following: letter sent by confirmed facsimile to Netchemia at 1(800) 877-9586; letter delivered by nationally recognized overnight delivery service or first class postage-prepaid mail to Netchemia, LLC at 3520 West 75th St., Suite 300, Prairie Village, KS 66208, addressed to the attention of: Chief Operating Officer.

19. Modification to Terms

Netchemia reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute Your consent to such changes.

20. Assignment; Change in Control

This Agreement may not be assigned by You without the prior written approval of Netchemia but may be assigned without Your consent by Netchemia to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of You that results or would result in a direct competitor of Netchemia directly or indirectly owning or controlling 50% or more of You shall entitle Netchemia to terminate this Agreement for cause immediately upon written notice.

21. General

This Agreement shall be governed by Kansas law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Johnson or Wyandotte Counties in Kansas.

In the event of any breach by You of this Agreement, Netchemia shall be entitled to the following particular forms of relief as a result of such breach, in addition to any remedies otherwise available at law or equity: (a) injunctions, both preliminary and permanent, enjoining or restraining such breach or anticipatory breach, and You hereby consent to the issuance thereof, without bond, by any court of competent jurisdiction which has personal jurisdiction over You; and (b) Netchemia shall be entitled to recover all reasonable sums and costs, including attorneys' fees, incurred by Netchemia in any such action.

22. Definitions

"Agreement" means these online terms of use, any Order Forms and any materials available on the Netchemia website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by Netchemia from time to time in its sole discretion.

"Content" means the audio and visual information, documents, software, products and services contained or made available to You in the course of using the Service.

"Customer Data" means any data, information or material provided or submitted by You to the Service in the course of using the Service.

"Effective Date" means the earlier of either the date this Agreement is accepted by selecting an "I Accept" option presented on a Software Product screen or the date You begin using the Service.
"Initial Term" means the contract term, beginning on the contract start date and ending on the contract end date, specified on the applicable Order Form.

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

"Order Form(s)" means the form or other approved purchase agreement evidencing the initial subscription for the Service and any subsequent order forms submitted in electronic or written form, specifying, among other things, the subscription rate and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between You and Netchemia, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail).

"Service(s)" means the specific edition of the Software Products identified during the ordering process, developed, operated, and maintained by Netchemia, accessible via the designated web site or IP address, or ancillary online or offline products and services provided to You by Netchemia, to which You are being granted access under this Agreement, including the Solution Technology and the Content.

The Services may be delivered in the form of one or several Software Products, including but not necessarily limited to those listed below; note that in some cases different product editions offer feature differences:

- SchoolRecruiter™ – Applicant Tracking and Hiring Management System
  - Professional Edition
  - Essentials Edition
  - Single-User Edition
- TalentEd Perform™ – Performance Evaluation and Management System
- netIEP™ – Special Education Management System
- netRti™ – Response to Intervention Management System

Please see Our company Web site (www.netchemia.com) for additional Software Product details and feature differences between product editions.

"Software Product(s)" means any edition of the web-based software solutions owned by Netchemia, LLC, a Kansas Limited Liability Company, located at 3520 West 75th Street, Suite 300, Prairie Village, Kansas 66208.

"Solution Technology" means all of Netchemia's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information) made available to You by Netchemia in providing the Service.

"System Administrator(s)" means those Users designated by You who are authorized to administer Your use of the Service.

"Third-Party Application(s)" means online, Web-based applications or offline software products that are provided by third parties and interoperable with the Services.

"User(s)" means Your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by You (or by Netchemia at Your request).

"We", "Us", or "Our" means Netchemia, LLC, a Kansas Limited Liability Company (the entity with which You are contracting).

"You" or "Your" means the educational institution, company, or other legal entity for which You are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Services.

Questions or Additional Information

If You have questions regarding this Agreement or wish to obtain additional information, please contact Us by e-mail to msa@netchemia.com.
Dysart Unified School District  
June 19, 2013  
Regular Governing Board Meeting

"Exceeding standards, future ready"

GOVERNING BOARD ITEM

**AGENDA ITEM:**  *Recommendation to Approve Memorandums of Understanding with Arizona Public Service (APS) for the Solar for Schools Programs and Authorize the Assistant Superintendent to Sign the Agreement and Affiliated Documents*

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<th>Action/Consent</th>
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Cost: N/A  
Funding Source: N/A

**EXECUTIVE SUMMARY:**

Administration recommends Governing Board approval of the Memorandums of Understanding with Arizona Public Service for the Solar for Schools Programs. Administration is presenting two memorandums, one for El Mirage School and one for Countryside School.

The agreement has been reviewed and released by legal counsel.

**BOARD ACTION REQUESTED:**

It is recommended that the Governing Board approve the Memorandum of Understanding with Arizona Public Service for the Solar for Schools Programs at El Mirage and Countryside schools and authorize the Assistant Superintendent to sign the agreement and affiliated documents.

**SUBMITTED BY:**  
SUPERINTENDENT:  

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

Page 1 of 1
MEMORANDUM OF UNDERSTANDING
Solar for Schools Program

This Memorandum of Understanding ("MOU") is entered into as of June 13, 2013, by and between Arizona Public Service Company, an Arizona corporation ("APS"), and Dysart Unified School District No. 89. APS and Dysart Unified School District No. 89 may be referred to herein individually as a "Party" and collectively as the "Parties."

This MOU is intended by the Parties to be a non-binding document that expresses the Parties' current intentions with respect to the subject matter hereof. Neither Party shall be legally bound or obligated to perform with respect to the subject matter of this MOU. To the extent that either Party incurs any costs in connection with this MOU or the subject matter hereof, such costs shall not be reimbursable by the other Party.

RECITALS

A. APS is an electric utility company that is regulated by the Arizona Corporation Commission ("ACC"). In conjunction with such regulation, APS is required to file with the ACC each year an implementation plan that details APS’ plans to comply with the Renewable Energy Standard, including program and procurement strategies related to renewable energy.

B. By Decision No. 72022 (December 10, 2010), as amended by Decision No. 71274 (February 11, 2011), the ACC recently approved that portion of APS’ proposed implementation plan that, among other things, encourages the installation of distributed solar electric generating systems (the "System(s)") located on school and government property (the "Schools and Government Program").

C. Dysart Unified School District No. 89 desires to have a System installed on its property and intends to comply with the terms and conditions set forth below with respect to such installation and APS’ subsequent ownership and maintenance of the System.

Based on the foregoing, the following is a summary of certain terms and conditions that the Parties have agreed to in principle:

1. APS intends to install an approximately 477.9 kW-dc System on property owned by Dysart Unified School District No. 89 and located at 15034 North Parkview Place, Surprise, AZ 85379 (the "Property"). The terms and conditions of the installation will be contained in a separate agreement between APS and installer. APS will own, operate and maintain the System following installation. APS may subcontract the operations and maintenance services to a third party. At no time will the subcontracted third party have any ownership interest in the System by virtue of this MOU or otherwise, nor will it participate in the operation or maintenance of the System, unless the
Parties agree to such a change in ownership, operation or maintenance pursuant to one or more separate, mutually executed agreements.

2. APS will pay all costs associated with the installation, ownership, operation and maintenance of the System, including those costs associated with any third-party engineers engaged by APS to determine the feasibility of installing the System at the Property as referenced in paragraph 10 below.

3. Dysart Unified School District No. 89 desires to participate in the Schools and Government Program and will permit APS to install, own, operate and maintain the System at the Property for the purpose of generating electricity that will be delivered to the APS grid. Dysart Unified School District No. 89 agrees to reasonably cooperate with APS, the installer, and any subcontractor in order to facilitate timely installation of the System.

4. Dysart Unified School District No. 89 will neither purchase the System nor any energy from the System.

5. Dysart Unified School District No. 89 will grant APS an easement on the Property for the purpose of installing, owning, operating and maintaining its System as described herein. As consideration for such easement, Dysart Unified School District No. 89 will be eligible for a fixed solar energy rate (the “Solar Rate”), which has been approved by the ACC and which will be applied based on the output of the System. Dysart Unified School District No. 89 will comply with all of the terms and conditions of the Solar Rate.

6. APS shall pay Dysart Unified School District No. 89 for any loss, cost, or damage incurred by Dysart Unified School District No. 89 as a result of the installation, operation, or maintenance of the System.

7. Dysart Unified School District No. 89 may require the relocation of the System to a new location within the Property; provided however, that: (1) Dysart Unified School District No. 89 must pay APS its direct costs of removing and reinstalling the System; and (2) Dysart Unified School District No. 89 must provide APS with a new easement in a form and location acceptable to APS, and at no cost to APS. Upon acceptance by Dysart Unified School District No. 89 of a new easement and after the relocation of the System to the new easement area, APS will abandon its rights to use the original easement.

8. Dysart Unified School District No. 89 may require the removal of the System from the Property; provided however, that Dysart Unified School District No. 89 must pay APS's direct costs of removing, transporting, and installing (at another location) the System. After the removal of the System, APS will abandon its rights to use the easement.

9. Dysart Unified School District No. 89 acknowledges that APS’ Schedule 1 specifically applies to the operation and interconnection of the System with the APS system and agrees to abide by all of the terms and conditions of Schedule 1 including, but not limited to, its
obligation to refrain from in any way impeding the System or the operation thereof.

10. Dysart Unified School District No. 89 acknowledges that, following the execution of this MOU, APS will engage the services of a third-party engineer to study the feasibility of installing the System at the Property. Dysart Unified School District No. 89 represents that it has appropriately communicated with those individuals who are in a position to approve, reject or otherwise influence its participation in the Schools and Government Program for the purposes set forth in this MOU and that, based on such communications, it intends to comply with the terms and conditions stated herein.

11. Dysart Unified School District No. 89 further acknowledges the specific representations made in the attached Attestation, which is incorporated herein by reference.

12. In connection with this MOU and Dysart Unified School District No. 89’s participation in the Schools and Government Program, the Parties may furnish to one another business, technical, and/or financial information which the Parties regard as valuable, confidential and proprietary (the “Information”). The Parties agree to maintain the confidentiality of such Information and to not disclose such Information except to employees, agents or representatives who have a need for such information in furtherance of this MOU and who agree to be bound by the confidentiality requirements contained herein, without the express written consent of the other Party. Each Party is responsible for identifying the Information that is considered confidential and proprietary and must provide written notification of such to the Party receiving the information. The Information shall not include information that: is generally available to the public at the time of disclosure; later becomes generally available to the public by publication or otherwise through no fault of the Parties; the receiving Party can show was lawfully in its possession prior to disclosure by the disclosing Party and was not acquired from a third party in violation of any other confidentiality obligation; or is required to be produced by order of a court of competent jurisdiction.

The Parties acknowledge, however, that APS may need to disclose the Information in connection with its regulatory filing or to otherwise satisfy its regulatory requirements. In the event that APS intends to disclose any of the Information to the ACC, or any employee, staff member, consultant, or agent thereof, it shall give Dysart Unified School District No. 89 prompt prior written notice of its intention so that Dysart Unified School District No. 89 may seek a protective order or other appropriate remedy. In the event that a protective order or other remedy is not obtained, Dysart Unified School District No. 89 waives APS’ compliance with the terms hereof with respect to such Information. Nothing herein shall be deemed to permit Dysart Unified School District No. 89 to disclose the Information to the ACC, or any other party, unless such disclosure is otherwise permitted herein.

13. This MOU shall become effective upon execution by both Parties.
IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by the respective authorized representatives as of the date first set forth above.

Arizona Public Service Company

By: ______________________
Its: ______________________
Date: ______________________

Dysart Unified School District No. 89

By: ______________________
Its: Assistant Superintendent
Date: ______________________
Dysart Unified School District No. 89 hereby attests, represents, and warrants the following, in connection with the Memorandum of Understanding into which this Attestation is incorporated. Any terms that are capitalized herein and defined in the MOU shall have the same meanings given to them in the MOU.

1. Dysart Unified School District No. 89 has a per pupil available Class B bonding capacity of $8,000 or less

2. At least sixty percent (60%) of the students who attend Dysart Unified School District No. 89 in the current calendar year are participating in available free or reduced cost lunch programs.

3. Dysart Unified School District No. 89 has received a written proposal for installation of the System at the Property from one or more third party installers not affiliated with APS.

Dysart Unified School District No. 89 represents that it will provide APS with the documentation that supports the above Attestation upon request.

This Attestation is made this ___ day of ______, 2013, by:

_________________________
Name

_________________________
Title

_________________________
Signature
AGENDA ITEM: *Recommendation to Approve Musical Instrument Museum Field Trip Grant Agreement and Authorize the Associate Superintendent to Sign the Agreement and Affiliated Documents

EXECUTIVE SUMMARY:

Administration recommends Governing Board approval of the Musical Instrument Museum (MIM) Field Trip Grant Agreement for the 2013-2014 school year. The agreement provides grant funding for approximately 600 students to participate in The World of Musical Journeys School Tour Program.

The agreement has been reviewed and released by legal counsel.

BOARD ACTION REQUESTED:

It is recommended that the Governing Board approve the Musical Instrument Museum Field Trip Grant Agreement for the 2013-2014 school year and authorize the Associate Superintendent to sign the agreement and affiliated documents.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: _____
MIM Field Trip Grant Agreement, School Year 2013–2014

June 5, 2013

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

Dear Dr. Cyndi Miller:

The Musical Instrument Museum (MIM) is pleased to inform you that Grant funds have been approved in the amount of $6,000 for the Dysart Unified School District. This grant will enable approximately 600 students from your district to visit MIM as part of The World of Musical Journeys School Tour Program.

The grant will be allocated in the amount of $6,000 for MIM student admission costs. This amount will be held at MIM to cover student admission costs at a rate of $10 per student.

This letter and its attachments outline the specific and general terms and conditions of accepting this grant. Please read all the terms and conditions carefully, sign the letter, and return it no later than June 21, 2013.

The funds must be used specifically for the designated purpose(s) within the 2013-2014 school year, as outlined below and following this letter. Specific Terms for the Dysart Unified School District:

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<td>Establish and maintain one district Point of Contact (POC) as project manager with MIM during the 2013–2014 school year</td>
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<td>Use a minimum of 50 percent of the total awarded funds for Title I schools within your district and 50 percent for Non–Title I schools</td>
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<td>Use 50 percent of the total awarded funds for K–6 grade-level admission fees to MIM</td>
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<td>Use 25 percent of the total awarded funds for 7–8 grade-level admission fees to MIM</td>
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<td>Use 25 percent of the total awarded funds for 9–12 grade-level admission fees to MIM</td>
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<td>Agree to support any transportation costs to ensure the 600 number of students for your district</td>
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THE WORLD'S FIRST GLOBAL MUSICAL INSTRUMENT MUSEUM | 4725 East Mayo Blvd | Phoenix, AZ 85050 | 480 478 8000 | www.themim.org
MIM will monitor the expenditure of the grant, make available MIM tracking documents, and notify you of any unspent available funds.

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

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

Sincerely,

Rhonda Boyle, Chief Financial Officer

GENERAL GRANT TERMS, CONDITIONS, AND UNDERSTANDINGS

In addition to the specific terms and conditions in the grant award letter dated June 5, 2013, to which these General Grant Terms, Conditions, and Understandings are attached, facilitated by the Musical Instrument Museum (MIM) is awarding this grant to you as the Grantee contingent upon the following:

Expenditure of Funds
This grant is made for the purpose outlined in the grant award letter and may not be expended for any other purpose. This grant is intended to support the MIM student admission fees for school tours during the 2013-2014 school year. A minimum of fifty percent of the grant should be used by December 20, 2013, and the remaining amount used by May 30, 2014. Unexpended grant dollars on credit at MIM for admission costs that have not been reserved by March 3, 2014, may be offered to other districts and schools.

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

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

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

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

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

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

ACCEPTED AND AGREED:

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

Associate Superintendent (signature)/Date
ALL FIELDS ARE REQUIRED
Before you submit, you must check the following:
Dates should not conflict with:
- Early release days
- Holidays/breaks
- Testing
- Transportation blackouts in your district

Grant Money will fund per student admission and "in-ratio" chaperone/teacher fees
Upon request, and based on space availability grant funds will also support a $2 per student Artist in Residence.
Schools are responsible for their own transportation set-up and cost.

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Program or Signature Workshop Fee.

1 chaperone for every 5 elementary students
1 for every ten middle- and high-school students
Within ratio chaperones admitted at no additional cost.

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<tr>
<th>e-mail address</th>
<th>Grade</th>
<th># of Students</th>
<th># of Chaperones</th>
<th>1st Choice</th>
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<th>3rd Choice</th>
<th>Tour Start Time: 9:30 or 11am</th>
<th>Reservation Date</th>
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MIM’s School Group Tours
Choose from six different tour formats for grades K–12, each aligning with Arizona academic standards and core curriculum.

- Two-hour experience featuring an orientation video, museum tour, free-choice learning, and time in the Experience Gallery. Groups are welcome to stay longer than two hours if your time allows!
- Tours are offered seven days a week during regular business hours. Suggested tour times are 9:30 or 11:00 a.m., but our team is delighted to work with you to tailor the starting time and length of your tour to your needs.
- Tours are customizable for grade level.
- $8 admission fee per student; Artist Residency Programs in the MIM Music Theater and Signature Workshop for Students are an additional $2 per student. Except for Experience Africa which is $10 per student and includes a tour and signature workshop.
- Chaperones help to ensure a first-rate experience for all students. MIM recommends that the school provide one chaperone for every five elementary students and one for every ten middle- and high-school students. Chaperones will be admitted at no additional cost.
- $75 deposit or a Purchase Order (P.O.) will hold the reservation and apply toward final payment. (Not necessary for schools arriving through grant funds.)
- MIM meets all Americans with Disabilities Act (ADA) requirements for accessibility. Please notify the Education Team prior to your tour for any special-needs requests.
- Textbook material may be reinforced with highly visual, auditory, and tactile learning.
- Pre-visit and post-visit curriculum materials are provided at no cost for in-classroom use by teachers.
- Evening tours are also available for clubs and specialty groups.

FIELD TRIP OPTIONS*

**NEW! STEM Tour (Best for Grades 3-8)**

STEM: Guided Tour and Drumming Activity
Ever wonder how a mechanical musical instrument plays itself? Or how rhythms relate to math? What does an organologist do? During a STEM: Guided Tour and Drumming Activity, students will learn how arts and music relate to science, math, engineering and technology. During a guided tour, students will learn about the materials used to make musical instruments, the way musical instruments are classified, and the science behind sound. They will also participate in a drumming activity and experience firsthand how different materials produce varying sounds. Students will be encouraged to draw their own conclusions as they interact with diverse musical instruments in the hands-on Experience Gallery. They will also experience MIM’s state-of-the-art guidePORT audio/video technology while exploring MIM’s exhibits. Content and curriculum align with Common Core Standards in Science as well as Arizona State Standards in social studies, science, arts, and music education.

Musical Instruments and Animal Art of Asia Tour (Best for Grades K–2)
Spark the interest of younger students and explore the musical instruments found in Asia. Each instrument on the tour resembles an animal. A variety of animals are represented, including the crocodile and a mythical dragon. By looking at interesting materials, colors, shapes, and the different ways that instruments make sounds, students recognize that animals are found in many of the decorations of musical instruments in Asia. This tour includes a drumming circle, hands-on music-making opportunities in the Experience Gallery, and read-aloud storytelling.

Compass Guided Tour (Best for Grades 3–12)
Led by docents, this exciting “trip around the world” offers an in-depth look at fourteen different exhibits, highlighting countries and musical cultures in all five of MIM’s major Geographical Galleries. Students are introduced to the diversity of the world’s musical traditions, from an Indonesian gong workshop to a re-created workshop featuring Martin acoustic guitars. Students learn ways that instruments have changed over time, as humans move around the globe and interact with each other. Content and curriculum align with Arizona State Standards in science, social studies, and music education.

**NEW! Experience Africa (Best for Grades 3-6)** Experience African musical traditions and get an in-depth look at how musical ideas are traded and built upon as people encounter and influence one another. Join a MIM museum guide on a journey across two continents: Africa and North America. Students will learn how musical ideas that originated on the African continent have influenced American music. Students will also participate in a hands-on African drumming workshop and put on their dancing boots for a South African gumboot dancing activity! Cost: $10 per student and $10 per chaperone above the 1:5 ratio
Discovery Semi-Guided Tour (Best for Grades 3–12)
The perfect combination of free-learning choices and docent-led tours, students select the exhibits they want to explore in all five of MIM's major Geographical Galleries guided by docents and group discussions. With the help of their teachers and chaperones, students work in small teams using a scavenger-hunt worksheet as they observe the similarities and differences of the world's musical instruments and the impact culture and environment have had on their development.

Feel-the-Music Cart Tour (Best for Grades 3–12)
This new tour offers the freedom of self-directed learning along with six special hands-on opportunities within the structure of a semi-guided tour experience. Each gallery will include a “cart” stop focusing on an instrument, an outfit, and/or other materials that will illustrate tour concepts and help to bring the MIM world to life. Trained docents will demonstrate a featured instrument, share “talking point” information, and facilitate a hands-on experience for students. Carts will display instruments, costume samples, and other items that will exemplify the tour concepts.

Trailblazer Self-Guided Tour (K–12)
With the help of MIM’s curriculum and supporting materials, teachers and chaperones lead their students through MIM’s five major Geographical Galleries. This tour focuses on learning more about the world’s people, places, and musical traditions. The Experience Gallery is a must-see stop along the trek, as students can examine and play a variety of instruments similar to those they see in the gallery.
### ARTIST RESIDENCY PROGRAM

The Artist Residency Program at MIM brings professional musicians from around the world to provide unique educational opportunities for elementary, middle-, and high-school groups. Artists will perform in the state-of-the-art MIM Music Theater and host assemblies, master classes, and workshops. Reservations are on a first-come, first-served basis.

<table>
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<tr>
<th>Date Range</th>
<th>Event Description</th>
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<tr>
<td><strong>Thursday and Friday, October 24 and 25, 2013:</strong> World Music with John Zeretzke</td>
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<td>&quot;A World of Music&quot; performance takes you on a fantastic voyage through sights, sounds, and knowledge of musical instruments from around the world. Guided by award-winning artist/educator and world-music composer John Zeretzke, audiences will see and hear 20-30 unusual and innovative instruments from diverse countries, including the Hungarian bagpipe, the North African bendir (frame drum), strange and wonderful string instruments from around the globe, and even the five-string Steinberger computer/electric violin! In this program, Zeretzke will trace the historical connections in the evolution of music. Study Guides for teachers will be available.</td>
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<td>10/24/13, Option 1: 9:40-10:30 a.m. Assembly; 10:30-11:30 a.m. Tour</td>
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<td>10/24/13, Option 2: 11:00 a.m.-Noon Tour; 12:10-1:00 p.m. Assembly</td>
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<td>10/25/13, Option 1: 9:40-10:30 a.m. Assembly; 10:30-11:30 a.m. Tour</td>
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<td>10/25/13, Option 2: 11:00 a.m.-Noon Tour; 12:10-1:00 p.m. Assembly</td>
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<td><strong>Thursday and Friday, November 14 and 15, 2013:</strong> Run Boy Run, Musical Storytelling—American Ballads with a Modern Folk Quintet</td>
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<td>Modern folk quintet Run Boy Run celebrates musical storytelling with roots-inspired original music and American traditional ballads. This dynamic and award-winning group will take audience members on a journey through American history with haunting a capella songs of English and Irish settlers, soulful spirituals sung in three-part harmony, driving-train bluegrass, lively fiddle tunes, and original ballads inspired by family history. Students can sing, laugh, and clap along with Run Boy Run as they impart the joy of ensemble playing and American music. Along the way, the band will introduce their instruments (fiddle, cello, mandolin, guitar, and bass), share their performing experiences, and explain their decision to play traditional music as young artists.</td>
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<td>11/14/13, Option 1: 9:40-10:30 a.m. Assembly; 10:30-11:30 a.m. Tour</td>
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<td>11/15/13, Option 1: 9:40-10:30 a.m. Assembly; 10:30-11:30 a.m. Tour</td>
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<td>11/15/13, Option 2: 11:00 a.m.-Noon Tour; 12:10-1:00 p.m. Assembly</td>
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<td><strong>Thursday and Friday, December 5 and 6, 2013:</strong> Kawambé-Ömowale African Drum and Dance Theatre</td>
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<td>The Kawambé-Ömowale African Drum and Dance Theatre presents a captivating performance of West African drumming, dancing, singing, and storytelling that will create an engaging and lively learning experience and cultural exploration. Kawambé-Ömowale fosters an awareness of the heritage of African descendants and promotes cultural diversity by showcasing live music with traditional instruments, culturally outfitted artists, and indigenous dances of West Africa. Kawambé-Ömowale has performed for audiences and instructed students throughout the Southwest for more than twenty-five years. The performers have studied the Mandé cultures in Senegal and Gambia as well as the Ghanaian culture of West Africa. They have also studied in the United States with master artists from a variety of West African countries and the Caribbean.</td>
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<td>12/5/13, Option 1: 9:40-10:30 a.m. Assembly; 10:30-11:30 a.m. Tour</td>
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<td>12/6/13, Option 1: 9:40-10:30 a.m. Assembly; 10:30-11:30 a.m. Tour</td>
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<td>12/6/13, Option 2: 11:00 a.m.-Noon Tour; 12:10-1:00 p.m. Assembly</td>
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<td><strong>Thursday and Friday, February 6 and 7, 2014:</strong> Flamenco Fiesta</td>
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<td>Voted teacher’s favorite! Flamenco Fiesta is back! The Chris Burton Jácome Flamenco Quartet takes students on an unforgettable journey to Spain that celebrates the culture, beauty, and joy of flamenco. This award-winning quartet includes two world-class flamenco dancers. Burton’s instant rapport with audiences helps bring this traditional Andalusian Gypsy music and dance to life. Students will be yelling “¡Olé!&quot; long after the concert is over!</td>
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<td>2/6/14, Option 1: 9:40-10:30 a.m. Assembly; 10:30-11:30 a.m. Tour</td>
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<td>2/6/14, Option 2: 11:00 a.m.-Noon Tour; 12:10-1:00 p.m. Assembly</td>
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<td>2/7/14, Option 1: 9:40-10:30 a.m. Assembly; 10:30-11:30 a.m. Tour</td>
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<td>2/7/14, Option 2: 11:00 a.m.-Noon Tour; 12:10-1:00 p.m. Assembly</td>
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Thursday and Friday, April 24 and 25, 2014: Tetra String Quartet
Back by popular demand, the passionate educators of Tetra String Quartet captivate young audiences by sharing music of all kinds, both new and traditional. Hailed for their engaging and energetic performances, Tetra's goal is to foster creativity and critical thinking through music by introducing active listening and talking about ideas inspired by the music. A fellow musician said "When I think about the future of classical music, the Tetra String Quartet gives me hope for a future filled with enthusiastic young listeners!"

4/24/14, Option 1: 9:45-10:30 a.m. Assembly; 10:30-11:30 a.m. Tour
4/24/14, Option 2: 11:00 a.m.-Noon Tour; 12:10-1:00 p.m. Assembly
4/25/14, Option 1: 9:45-10:30 a.m. Assembly; 10:30-11:30 a.m. Tour
4/25/14, Option 2: 11:00 a.m.-Noon Tour; 12:10-1:00 p.m. Assembly

Thursday and Friday, May 8 and 9, 2014: Jonathan Sanchez
Stellar bluesman, Jonathan Sanchez (blues name: Jonny-2-Snakes) made the blues a blast last year for a record crowd at the MIM Music Theater. Join him again this year for a program highlighting the history, songs, and cultural influences of this uniquely American musical genre. Using traditional and original songs, Sanchez introduces students to the vocal tradition of call and response, reviews the range of styles and instruments used in the genre, and examines the humor and hardship expressed in a blues song. A blues “jam session” with Sanchez rounds off the program.

5/8/14, Option 1: 9:45-10:30 a.m. Assembly; 10:30-11:30 a.m. Tour
5/8/14, Option 2: 11:00-Noon Tour; 12:10-1:00 p.m. Assembly
5/9/14, Option 1: 9:45-10:30 a.m. Assembly; 10:30-11:30 a.m. Tour
5/9/14, Option 2: 11:00-Noon Tour; 12:10-1:00 p.m. Assembly
AGENDA ITEM: *Recommendation to Approve an Intergovernmental Agreement with the Greater Phoenix Educational Management Council and Authorize the Superintendent to Sign the Agreement and Affiliated Documents

Action/Consent X Action/Discussion ___ Information ___ Supporting Data ___
Cost: $9,318.00 Funding Source: M & O

EXECUTIVE SUMMARY:

Administration recommends Governing Board approval of the Intergovernmental Agreement with the Greater Phoenix Educational Management Council (GPEMC) for the purpose of providing educational management services, programs and activities. The IGA is for a term of five (5) years, ending in 2018.

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

BOARD ACTION REQUESTED:

It is recommended that the Governing Board approve Intergovernmental Agreement with the Greater Phoenix Educational Management Council and authorize the Superintendent to sign the agreement and affiliated documents.

SUBMITTED BY: [Signature]
SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: _____
INTERGOVERNMENTAL AGREEMENT
2013-2018

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

Agua Fria Union HS District #216; Alhambra Elementary School District #68; Arlington Elementary District #47; Balsz Elementary School District #31; Buckeye Elementary School District #33; Buckeye Union High School District #201; Cartwright Elementary School District #83; Cave Creek Unified #93; Creighton Elementary School District #14; Coolidge Unified School District #21; Cottonwood-Oak Creek School District #6; Dysart Unified District #89; Fountain Hills Unified District #98; Fowler Elementary School District #45; Gila Bend Unified #24; Glendale Elementary District #40; Humboldt Unified District #22; Isaac School District #5; Kyrene Elementary District #28; Laveen Elementary District #59; Liberty Elementary School District #25; Littleton Elementary School District #65; Madison Elementary District #38; Mingus Union High School District #4; Murphy Elementary School District #21; Nadaburg Unified School District #81; Osborn Elementary School District #8; Palo Verde Elementary School District #49; Pendergast Elementary School District #92; Phoenix Elementary School District #1; Phoenix Union High School District #210; Riverside Elementary School District #2; Roosevelt Elementary School District #66; Saddle Mountain Unified School District #90; Tempe Union High School District #213; Tolleson Elementary District #17; Stanfield Elementary School District #24; Tolleson Union High School District #214; Toltec Elementary School District #22; Union Elementary School District #62; Wickenburg Unified School District #9; Wilson Elementary School District #7.

The aforementioned school districts are authorized to carry on all activities included in this agreement pursuant to A.R.S. §15-341 and A.R.S. §15-342.

This agreement shall remain in effect from July 1, 2013, through June 30, 2018. A school district may be added at any time with approval of the Council or its Executive Director.

The purpose of this agreement is to provide educational management services, programs and activities to the participants in this agreement in a cost-effective and educationally sound manner.

The Greater Phoenix Educational Management Council will be governed by the Superintendents of the participating school districts. Each participating district shall be entitled to one vote, which vote may be cast by the Superintendent or designate. Other educational and government agencies may be represented at the meetings, but will not have voting rights.

The parties hereby agree to the following:

1. The Organization created by this agreement shall be known as the Greater Phoenix Educational Management Council (hereinafter referred to as the Council), and will be composed of the parties to this agreement as well as other school districts who may be added to this agreement with approval of the Council or its Executive Director.
2. Said Council will be responsible for the implementation of all authorized programs and activities in a manner consistent with this agreement.

3. The Council will plan and carry out the following kinds of activities in furtherance of its goal of improving educational programs offered by the participating school districts:
   a. Articulating and improving those educational programs that have continuity from elementary through high school.
   b. Working cooperatively with other educational and governmental organizations, associations and agencies on plans and developments that require participation of schools.
   c. Undertaking cooperative programs in the area of local and non-local funded programs (federal, state, private) that can benefit the member districts.
   d. Combining the expertise and efforts in all the districts to consider state and federal legislation of interest and concern to the school systems and plan cooperatively to meet the laws, rules and mandates resulting from this legislation.
   e. Upgrading the level of attainment of all students in all educational areas where commonality exists.
   f. Undertaking cooperative programs for the purpose of providing cost-effectiveness in joint programs for the member districts, in such areas as staff development, computer services, etc.

4. The Council will meet on a regular basis in accordance with a schedule to be determined by the Executive Director in coordination with the Chair of each Division. Written notice of all meetings will be sent to each district's representative at least one day in advance of the meeting. In case there is a need to change the time, date or place of the meeting, Superintendents will be notified. Special meetings may be called by the Chair of the Council.

5. The Council will elect a Chair and Vice-Chair at its May meeting to assume their duties on July 1. The Chair will be responsible for coordinating with the Executive Director meeting agendas, presiding at the council meetings, and establishing those committees that are needed to carry out the activities of the Council. The Vice-Chair will assume said duties in the absence of the Chair.

6. The Chair will be the presiding officer of the Council's Executive Committee whose membership will be elected by the Council when necessary.

7. A participating district may terminate membership in the Council by submitting a written notice to the Council at least ninety (90) days prior to the end of each Fiscal Year.
8. Property acquired solely for the purposes of this agreement shall be disposed of upon termination of the agreement as follows: any usable property remaining at the termination of this agreement that was acquired by the use of funds derived through this agreement and which was not otherwise assigned at the time of purchase by the Council will become the property of the participating districts and will be divided equitably by these districts at the direction of the Council, in accordance with any applicable federal or state laws or regulations. Any cash balances will be proportionately distributed among the current membership.

9. The Pendergast Elementary School District #92 (hereinafter called Fiscal Agent) agrees to be responsible for all accounting and audit functions required by this agreement, including the following duties and responsibilities:
   a. Establishing the appropriate fund (IGA) with the county treasurer;
   b. Preparation and distribution of normal customary monthly financial reports to the Executive Director of the Council;
   c. All payroll functions and activities, including maintenance of records of sick leave, vacation, and other fringe benefit entitlements and reimbursement of approved travel expenses;
   d. The Fiscal Agent shall administer all bidding and purchasing of supplies and equipment for the Council in conformity with all applicable statutes and regulations governing such activities;
   c. The Fiscal Agent’s Governing Board shall approve the employment of all personnel needed to provide the services and activities of the Council. A negotiated salary and benefits package will be approved by the Superintendents and submitted to the Fiscal Agent for convenience only. Council personnel shall not be considered employees of the Fiscal Agent for purposes of Reduction in Force or mandatory employment of the Fiscal Agent.
   f. The Fiscal Agent will make all of its normal and customary services available to the Council, including but not limited to: printing, duplicating, technology services and warehouse purchasing;
   g. The Fiscal Agent will make available office space for the Executive Director and support help as approved by the Council. The Fiscal Agent will provide postage and receive reimbursement from the Council for the costs of such usage.

10. The Fiscal Agent continues for the duration of the Agreement unless a change is made by the Council or Fiscal Agent by giving written notice.

11. In exchange for the provision of services described in paragraph 9.a through 9.g, the Council will pay the Fiscal Agent an annual percentage of total expenditures of the budget, for each Fiscal Year less capital outlay as agreed to by the Council and Fiscal Agent.

12. The Council or its Executive Director will notify the Fiscal Agent of matters relating to budget and personnel approved by the Council.
13. It is understood by all parties to this agreement that decision-making authority with respect to the programs and activities of the Council is shared equally by all school districts that participate in this intergovernmental agreement and rests with the Council, subject to the duties and responsibilities of the Fiscal Agent as stated above.

14. The Council shall be responsible for approving, implementing, and evaluating all programs and activities undertaken by the Council; and for the hiring and termination of all employees required to carry out said programs and activities.

15. The Council shall approve a revenue and fee schedule for each Fiscal Year, which includes:
   a. A membership fee for each party to this agreement. The attached revenue and fee schedule is incorporated into this Agreement.
   b. A budget for each program based upon projected funding sources.

16. All membership fees are to be paid by each district on July 1 of each Fiscal Year.

17. This agreement will be authorized by resolution of the governing boards of each participating school district or their duly authorized agent.

18. The parties to this agreement acknowledge that they are aware that the Civil Division of the Maricopa County Attorney's Office (Civil Division) and/or private counsel for the district may be chosen as the attorney for other parties to this agreement, and the signing party acknowledges that it is aware of potential conflict of interest and it waives any claim on conflict of interest, which may arise by virtue of the Civil Division's or private attorney's representation of other parties to this agreement.

19. This agreement may be cancelled for conflict of interest pursuant to A.R.S. §38-511.

20. The parties agree to comply with all provisions of applicable federal, state, and local laws, ordinances, and regulations relating to non-discrimination, equal employment opportunity, and the Americans with Disabilities Act. The parties further agree to comply with Arizona Governor's Executive Order 2009-09 dated October 20, 2009 to the extent applicable, if any, to this Agreement.

21. The parties warrant their compliance with all federal and state immigration laws (A.R.S. §41-4401 and 23-214) and regulations related to their employees and warrant verification of employment eligibility through E-Verify and that a breach of this warranty shall be deemed a material breach of this Agreement subjecting this agreement to termination.

22. Pursuant to A.R.S. §35-391.06 and 35-393.06, the parties warrant that they do not have and during the term hereof, will not have a scrutinized business operation in either Sudan or Iran.

23. This agreement shall be governed and construed in accordance with the laws of the State of Arizona.
INTERGOVERNMENTAL AGREEMENT RESOLUTION
2013-2018

The Governing Board of the DYSART UNIFIED SCHOOL DISTRICT #89 hereby authorizes an Intergovernmental Agreement entitled THE GREATER PHOENIX EDUCATIONAL MANAGEMENT COUNCIL for the purpose of providing educational management services, programs and activities to the participants in this agreement in a cost-effective and educationally sound manner as outlined in the agreement document.

This resolution was adopted by the Governing Board of

DYSART UNIFIED SCHOOL DISTRICT #89
on ______________________ 2013.

________________________________________
Member of Governing Board

________________________________________
Member of Governing Board

________________________________________
Member of Governing Board

________________________________________
Member of Governing Board

________________________________________
Member of Governing Board

________________________________________
Member of Governing Board

Dr. Gail Pletnick, Superintendent
## ADOPTED 2013-2014 GPEMC MEMBERSHIP FEES (42 Districts) #2

<table>
<thead>
<tr>
<th>DISTRICT</th>
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</tbody>
</table>

Approved at the Annual Business Meeting 5/10/2013

Marvene Lobato, Chair GPEMC

*With the addition of Cottonwood-Oak Creek School District*
Executive Director Salary

- Base salary $102,000
- Car Allowance $9,180
- Expense Account $4,284
- Performance Pay NTE $2,040
- Total $117,504.00

ERE (Employee Related Expenses) $19,000 Approximate

**Proposed 12-13**

Proposed Membership Fees 13-2014 $174,877.00
Proposed Carry forward 12-2013 (est.) $90,000.00
Total Proposed Revenue 12-2013 $264,877.00

**Proposed 11-12**

Contract for Ex Dir. (includes Performance Pay NTE $2,000) $117,504.00
Estimated Employee Related Expenses (ERE) for Ex Dir; seasonal help if applicable, FICA, health ins., LTD, worker’s comp, unemployment ins., etc. 19,000.00
Seasonal assistance (part time help during legislative session) 30,000.00
Membership Dues 2,000.00
Consultant Services 26,000.00
Conference Registration 10,000.00
Travel 8,075.00
Supplies 3,000.00
Purchased Services/subscriptions 11,717.00
Technology - supplies 8,481.00
Technology – equipment 3,100.00
F&E 2,000.00
Indirect Costs 4,000.00
Accrual 10,000.00
ACR 10,000.00
Total $264,877.00

Approved at the Annual Business Meeting May 10, 2013

Marvene Lobato, Chair

*With the addition of Cottonwood-Oak Creek School District $2,403

5/30/2013
AGENDA ITEM: *Recommendation to Approve the Teaching Strategies, LLC Online Services Subscription Agreement and Authorize the Associate Superintendent to Sign the Agreement and Affiliated Documents

Action/Consent X Action/Discussion Information Supporting Data

Cost: $10,084.95 Funding Source: Community Education

EXECUTIVE SUMMARY:

Administration recommends Governing Board approval of the Teaching Strategies, LLC Online Services Subscription Agreement, and online reporting and assessment system.

The agreement has been reviewed and released by legal counsel.

BOARD ACTION REQUESTED:

It is recommended that the Governing Board approve the Teaching Strategies, LLC Online Services Subscription Agreement and Authorize the Associate Superintendent to sign the agreement and any affiliated documents.

SUBMITTED BY: SUPERINTENDENT: 5

ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM: 5
Teaching Strategies for Early Childhood

TEACHING STRATEGIES, LLC ONLINE SERVICES
SUBSCRIPTION AGREEMENT

Teaching Strategies, LLC ("TS") and Dysart Unified SD #89 ("Subscriber")

Authorized Agent: Andrea Valentine
7101 Wisconsin Avenue, Suite 700
Bethesda, MD 20814
Phone: 301-634-0818
Fax: 301-634-0825
E-mail: sales@teachingstrategies.com

Authorized Agent: Sharla Rose
17999 W. Surprise Farms Loop S
Surprise, AZ 85388
Phone: 623.876.7352
Authorized Agent E-mail: shara.rose@dysart.org
Order Type: Agency Program Renewal

This Subscription Services Agreement (the "Agreement") sets forth the terms pursuant to which TS shall provide access to Teaching Strategies GOLD, an online reporting and assessment system comprised of proprietary content, activities, articles, tools, and other materials and proprietary and third party software applications, databases and services (collectively, the "Services"), through TS's Web site at http://www.teachingsstrategies.com and such other sites as TS may designate (the "Web site").

1. Services: Subject to the terms and conditions set forth in this Agreement and pursuant to the Terms of Use and Privacy set forth on the Web site, Subscriber hereby subscribes to the Services for Subscriber's internal business purposes only.

2. Portfolios: Subscriber's subscription is limited to the number of student portfolios ("Portfolios") purchased by Subscriber. Subscriber may purchase initial and additional Portfolios by submitting a Portfolio Order Form, in the form attached hereto as Schedule A, at the rate set forth therein, by paying the subscription fee to TS in the manner set forth in Section 5 below. Subscriber is permitted to post and upload Portfolio Data (as defined in TS'S Privacy Policy) to the Services and to produce consolidated reports using only the Portfolios purchased by Subscriber.

3. Administration of Services:
   • Subscriber Administrator. Subscriber may designate one or more of its employees to serve as its administrator(s) for the Services. The administrator is responsible for (i) assigning and administering passwords and usernames to Subscriber employees, contractors, and consultants (collectively, "Authorized Users") authorized by Subscriber to access and use the Services; (ii) setting and maintaining access and permission rights for Authorized Users; and (iii) where applicable, inputting data regarding Authorized Users.
   • Registration. Each Authorized User will be assigned a unique username and password to access and use the Services. Passwords and usernames may not be shared or utilized by anyone other than the Authorized User to whom such identification has been assigned. Prior to initially accessing the Services, each Authorized User will need to register with TS as set forth in the registration procedures posted on the Site.
   • Password Protection. Subscriber is solely responsible for the security of all usernames and passwords issued to Authorized Users. Subscriber agrees to comply with the procedures specified by TS from time to time with regard to obtaining and updating passwords. TS may cancel or suspend the use of a username and password in the event of its misuse by Subscriber or an Authorized User. The reissuance or reactivation of any canceled or suspended password or username will be at TS's sole discretion. Subscriber agrees to ensure that each Authorized User will use his or her best efforts to prevent any third party from obtaining his or her password. Subscriber will immediately notify TS of any actual or potential unauthorized access to a password or the Services.
   • Instructions. TS will make instructions regarding use of the Services available in electronic form on its Web site, including instructions for accessing the Services, procedures for printing or storing data, and user identification and security procedures.
   • Retrieval of Data. Upon termination of the Services, Subscriber may retrieve all Portfolio Data upon making payment in full of all monies owed to TS. TS will not be responsible for any Portfolio Data not retrieved within forty-five days following termination of the Services.
   • Archives. Subscriber may purchase data storage archives at the rates specified at www.teachingsstrategies.com.

4. Length of Services: Subscriber agrees to an initial twelve (12) month contractual term of service ("Term"). The Term shall commence upon the later of TS's receipt of payment in full for the initial Term or upon an alternate date mutually agreed upon in writing by TS and Subscriber. The Term will be renewed for additional one-year terms upon payment by Subscriber of the then-applicable annual subscription fee prior to expiration of the Term. Access to the Services will terminate upon expiration of the Term unless renewed by Subscriber pursuant to this paragraph.

5. Subscription Fee: Access to the Services is subject to TS's receipt of the subscription fee in full in advance. Payment may be made by issuance of a purchase order (if approved in advance by TS) or by credit card or check. TS may suspend Subscriber's access to and use of the Services if Subscriber fails to pay amounts due within thirty (30) days of the date due. Suspension of the Services does not reduce the Subscriber's liability to pay for past fees or fees which will continue to accrue during the period that access is suspended. Past-due payments will bear interest at the rate of one and one-half percent (1 1/2%) per month or the maximum rate allowed by law, whichever is less.
6. Termination: TS may terminate this Agreement and access to the Services (i) upon written notice to Subscriber if Subscriber materially breaches a provision of this Agreement and fails to cure such breach within thirty (30) days after receipt of notice or (ii) immediately if Subscriber files for or has filed against it a bankruptcy petition, ceases to conduct business in the normal course, makes an assignment for the benefit of its creditors, becomes insolvent or is liquidated or otherwise dissolved. Subscriber may terminate this Agreement by providing TS notice in writing of its intent to terminate (a) during the sixty (60) days following the commencement of the initial Term, or (b) at any time if the program through which Subscriber has subscribed to the Service ceases to be funded by a government source. On receipt of such notice from Subscriber, TS shall refund the fees paid by Subscriber, pro-rated to the date of termination. Upon the expiration or earlier termination of this Agreement, Subscriber will promptly discontinue any further use of the Services. Except as provided above, Subscriber will not be entitled to any refund of fees paid in the event of termination.

7. Prohibited Activities: Except as expressly authorized in this Agreement, Subscriber will not: (i) rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify, or timeshare the Services or any portion thereof; (ii) use such as a component of or a base for products or services prepared for commercial sale, sublicense, lease, access, or distribution outside of the Authorized Users; (iii) prepare any derivative work based on the Services; (iv) decompose, decode or otherwise reverse engineer any TS technology; or (v) allow any third party or unlicensed user or computer system to access or use the Services. Subscriber agrees to take all reasonable steps to protect the Services from unauthorized access, copying, or use.

8. Intellectual Property Rights: Subscriber agrees that the Services and its components are protected by copyright, patent, trademark, trade secret, and other intellectual property rights and registrations. Subscriber agrees not to remove, obliterate, obscure, or alter any copyright or other proprietary rights notice that appears on any document, web page, or other component of the Services or any related manuals or documentation. Subscriber acknowledges that through its subscription payments to TS it is granted access to the Services and that Subscriber is not granted any rights or license in or to the Services or any component thereof.

9. Indemnification: Subscriber agrees to indemnify, defend and hold TS harmless from and against any and all liability, damage, loss or expense (including reasonable attorneys' fees) arising out of any claim, demand or proceeding based on allegations arising as a result of (i) any inaccuracies or errors within the materials, Portfolio Data and other information provided by Subscriber; (ii) breach of this Agreement, including any of the representations or warranties contained herein, by Subscriber; or (iii) Subscriber's use of the Services in any unlawful, improper or inappropriate manner or for any unlawful, improper or inappropriate purpose.

10. Warranties: Subscriber represents, warrants and covenants that (i) it has the right and authority to enter into this Agreement and to use and disclose the Portfolio Data and other information provided hereunder; (ii) it will obey all applicable laws, rules and regulations in the use of the Services and the Portfolio Data; (iii) the Portfolio Data will not infringe any copyright, trademark, privacy right, right of publicity or other proprietary right of any third party; and (iv) the Portfolio Data will not contain any material that is unlawful, hateful, obscene, libelous, threatening or defamatory. Subscriber acknowledges that TS has no obligation to monitor the Portfolio Data, but, in the event that TS becomes aware that any Portfolio Data does or may violate the warrants and representations set forth herein, TS will have the right to remove such item pending resolution.

TS represents, warrants and covenants that (i) its use of all data provided by Subscriber to TS during the Term of this Agreement, including, without limitation, Portfolio Data, will comply with the terms of TS's Privacy Policy; (ii) the Services shall operate in substantial accordance with the specifications set forth in the documentation related to the Services; and (iii) it will use reasonable efforts to resolve operational problems related to the Services. Except as set forth herein, TS makes no other warranties, either express or implied, and all other warranties, either express or implied are hereby disclaimed, including but not limited to the warranty of fitness for a particular purpose and warranty of merchantability, and will not be responsible for any damages that may be suffered by Subscriber, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or due to errors or omissions of Subscriber. TS expressly limits its damages to Subscriber for any non-accessibility time or other down time to the pro-rata daily charge during the system unavailability and specifically denies any responsibility for any damages, direct or indirect, arising as a consequence of such unavailability.

11. Limitation of Damages: No party shall be entitled to receive from or be obligated to pay to the other any part of any award, claim, fine or judgment which is deemed, declared or is characterized in its nature to be exemplary, punitive or consequential damages. Subscriber acknowledges that the Services are provided "as is" and "as delivered" and cannot be construed as being able to be customized or modified in any way.

12. Assignment: Subscriber may not assign or delegate any rights or obligations under this Agreement and any purported assignment and delegation shall be ineffective. TS may freely assign or delegate all rights and obligations under this Agreement, fully or partially. TS may also substitute, by way of unilateral novation, effective upon notice to Subscriber, TS for any third party that assumes TS's rights and obligations under this Agreement.

13. Marketing: TS may elect to list Subscriber as a user of the Services in TS's marketing and press materials.

14. Taxes: Subscriber is responsible for the payment of all applicable taxes and duties, including, without limitation, sales, use, excise, value-added, and franchise taxes, associated with its use of the Services and any transactions that result there from, except for taxes based on TS's income.
15. **General Terms:**

- **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Maryland, without regard to the choice of law principles thereof, and TS and Subscriber hereby consent to the exclusive jurisdiction of the federal and state courts of Montgomery County, Maryland.

- **Severability.** If any provision of the Agreement is found to be invalid or unenforceable, such provision shall be interpreted as to give maximum effect to its intended purpose and this shall not affect the validity or enforceability of any other provision of this Agreement.

- **Notices.** TS may notify Subscriber via postings on www.teachingstrategies.com, and via email or any other communications means pursuant to the contact information Subscriber provides to TS. Subscriber may also notify TS via email at sales@teachingstrategies.com or via mail or courier at Teaching Strategies, LLC 7101 Wisconsin Avenue, Suite 700, Bethesda, MD 20814 USA. Any notices that Subscriber provides without compliance with this section on Notices shall have no legal effect.

- **Entire Agreement.** This Agreement, along with the Terms of Use and Privacy Policy incorporated by reference herein, constitutes the entire, complete and exclusive agreement between TS and Subscriber regarding the Services and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement. The terms and conditions of this Agreement will prevail over any conflicting provisions in the Terms of Use or Privacy Policy. References in the Terms of Use and Privacy Policy to "you" or "your" shall mean Subscriber. Subscriber agrees to accept these terms on behalf of all users in the organization.

By executing this Agreement, TS and Subscriber agree, by and through their duly authorized agents, to be bound by the terms and conditions set forth in this Agreement.

<table>
<thead>
<tr>
<th>Teaching Strategies, LLC</th>
<th>Dysart Unified SD #89</th>
</tr>
</thead>
<tbody>
<tr>
<td>By (signature):</td>
<td>By (signature):</td>
</tr>
<tr>
<td>Name (print): Andrea Valentine</td>
<td>Name (print):</td>
</tr>
<tr>
<td>Title: Chief Operations Officer</td>
<td>Title:</td>
</tr>
<tr>
<td>Date: / /</td>
<td>Date: / /</td>
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CONTRACT ADDENDUM

The following terms are hereby added to the Agreement between Teaching Strategies, L.L.C. ("Contractor") and the Dysart Unified School District No. 89 in compliance with Arizona law:

Term. The term of the underlying Agreement shall be for one year only, or until June 30, 2013. The parties may agree to renew this agreement on an annual basis for up to four additional one year terms.

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

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

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

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

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

Sudan/Iran. The parties hereby certify to each other, that they do not have and during the term hereof will not have a "scrutinized business operation" in either Sudan or Iran as required under A.R.S. §§ 35-391.06 and 35-393.06 respectively.

Insurance. Each party, at its cost, shall maintain comprehensive general liability insurance with limits of not less than $1,000,000 per occurrence, insuring against all liability of said party and its authorized representatives arising out of and in connection with said party's use or occupancy of the facilities. Said insurance shall include broad form contractual liability covering, without limitation, the liability assumed under this Indemnification provisions of this Agreement. If the policy is to be written with an annual aggregate limit, that limit shall be not less than $2,000,000. Comprehensive general liability shall name the other party to this Agreement as an additional insured. All insurance policies shall provide that the policies cannot be cancelled, not renewed, nor limited in scope of coverage or limits until and unless thirty (30) calendar days prior notice is given to the other party.

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

DYSART UNIFIED SCHOOL DISTRICT No. 89

NAME: ____________________________
SIGNATURE: _______________________
TITLE: ____________________________

CONTRACTOR

NAME: ____________________________
SIGNATURE: _______________________
TITLE: ____________________________
SCHEDULE A: Order Form

Reference is made to the Subscription Services Agreement between TS and Dysart Unified SD #89 ("Subscriber") dated as of May 24, 2013 (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

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<tbody>
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<td>Online Professional Development</td>
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<tr>
<td>GOLD Basic</td>
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<tr>
<td>Inter-Rater Reliability Certification</td>
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<td>Inter-Rater Reliability Certification</td>
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<td></td>
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<tr>
<td>Total</td>
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</tr>
</tbody>
</table>

By signing below, Subscriber hereby agrees to pay the subscription fee, as set forth above, for the following subscription period: 07/14/2013 to 07/13/2014.

Agreed to and accepted by:

SUBSCRIBER

By (signature): ________________________________

Name: ________________________________________

Title: _________________________________________

Date: _________________________________________
# CREDIT CARD AUTHORIZATION FORM FOR TEACHINGSTRATEGIES.COM

I hereby authorize Teaching Strategies to charge my credit card for services on TeachStrategies.com as follows:

**Billing Information:**
Complete the following information about the authorized account holder and the address to which the credit card statement is delivered.

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<th>Field</th>
<th>Details</th>
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<td>ORGANIZATION (IF BUSINESS ACCOUNT):</td>
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<tr>
<td>TITLE:</td>
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<tr>
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<td>COUNTRY:</td>
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**Credit Card:**

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<table>
<thead>
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<th>Field</th>
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<tbody>
<tr>
<td>NAME ON CARD</td>
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<tr>
<td>CARD NUMBER</td>
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<td>EXPIRATION DATE:</td>
<td></td>
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<tr>
<td>SECURITY CODE (ON BACK OF CARD):</td>
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</tbody>
</table>

AUTHORIZED AMOUNT (from Subscription Agreement): $

By signing below, I acknowledge the charges described above.

AUTHORIZED SIGNATURE:

DATE:
AGENDA ITEM: *Recommendation to Approve the Memorandum of Agreement with Teaching Strategies, LLC, for Professional Development Services and Authorize the Associate Superintendent to Sign the Agreement and Affiliated Documents

EXECUTIVE SUMMARY:

Administration recommends Governing Board approval of the Memorandum of Agreement between Dysart Unified School District and Teaching Strategies, LLC for the provision of professional development services.

The agreement has been reviewed and released by legal counsel.

BOARD ACTION REQUESTED:

It is recommended that the Governing Board approve the Memorandum of Agreement with Teaching Strategies, LLC for professional development services and authorize the Associate Superintendent to sign the agreement and affiliated documents.

SUBMITTED BY: [signature] SUPERINTENDENT: [signature]

ACTION BY BOARD: Motion: ______ Second: ______ Vote: ______ AGENDA ITEM: ______
Memorandum of Agreement between Dysart Unified School District ("Client") and Teaching Strategies, LLC ("TS")

This Memorandum of Agreement (the "MOA") is entered into by and between Dysart Unified School District and TS as of the date of the last signature below.

1. TS shall provide Professional Development Services to Client. All Professional Development Services will be conducted at a site designated and provided by Client, at Client's sole cost and expense.

2. Client hereby orders two (2) Professional Development Services Day(s) at the rate listed below:
   a. 1 Day: $3,250 per day
   b. 2 Days: $2,465 per day
   c. 3-9 Days: $2,341.75 per day
   d. 10 Days and Above: $2,218.50 per day

A surcharge of Three Hundred Dollars ($300.00) will be assessed for each nonconsecutive day ordered.

Teaching Strategies designs training based on the principles of adult learning theory. The maximum number of attendees in each general session is fifty (50), with the exception of lab sessions and Mathematics sessions. Client should notify TS of the number of attendees at the time of session selection. A surcharge of Seventy Five Dollars ($75.00) per Attendee shall apply for:
   - Each Attendee above thirty (30) who attends a Teaching Strategies GOLD® Online Session;
   - Each Attendee above thirty-five (35) who attends an Exploring Mathematics in The Creative Curriculum® System for Preschool Session; and
   - Each Attendee above fifty (50) who attends any portion of a Professional Development Services Date.

3. Rescheduling Fees

<table>
<thead>
<tr>
<th>Number of Days Notice given to TS in advance of Scheduled Professional Development Services Program</th>
<th>Applicable Rescheduling Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Twenty-One (21) Days or More in Advance</td>
<td>$350</td>
</tr>
<tr>
<td>Fewer than Twenty-One (21) Days in Advance</td>
<td>$750</td>
</tr>
<tr>
<td>Fewer than Twenty-Four (24) Hours in Advance</td>
<td>$750 charge set forth immediately hereinabove, plus TS travel expenses and/or expenses for changing travel arrangements</td>
</tr>
</tbody>
</table>

4. Program Selection. Client shall confirm session selection and date of service at least thirty (30) days in advance.

5. If Client requests a specific Professional Development Services Specialist, TS will endeavor to accommodate such request; however, TS cannot guarantee assignment of any specific Professional Development Services Specialist(s).

6. Client shall arrange for a facility with space sufficient for the number of Attendees.
7. Client shall also provide any necessary supplies for the Attendees, including any desired food and beverages and Audio Visual Equipment, which may include microphones, speakers, projectors, computers and viewing screens.

8. **Professional Development Services Materials.** No later than forty-eight (48) hours in advance of a Professional Development Services Date, TS shall provide Client with one (1) electronic copy, of the materials to be distributed to the Attendees of the Professional Development Services Program on such date (the “Handouts”). Client is responsible for reproducing the Handouts in sufficient number to distribute to all Attendees, including any costs associated therewith.

9. **Copyright.** TS’s Professional Development Services presentation, Handouts and all other written materials (collectively, the “Materials”) are copyrighted. Client agrees that it shall not distribute any of the Materials other than distributing the Handouts to the Attendees. Client may request approval from TS to (i) distribute the relevant Handouts internally to other employees who did not attend the applicable Professional Development Services Date, and/or (ii) distribute any other Materials to various personnel, either of which such approvals may be withheld in TS’s sole discretion. TS may limit the number of additional recipients of the Handouts and/or Materials, and/or charge a per person fee.

10. **Indemnification.** Client shall indemnify and hold harmless TS, including its officers, directors, employees, affiliates, agents, sub-contractors, and partners (collectively with TS, the “TS Indemnified Parties”), from and against any and all claims, liabilities, causes of action, losses, damages, judgments, costs and fees (including without limitation attorneys’ fees and disbursements) that the TS Indemnified Parties may hereafter incur, suffer, or be required to pay, defend, settle, or satisfy as a result of the negligence or misconduct of Client.

This MOA contains the entire agreement between the Parties with respect to the subject matter set forth herein. This MOA may not be amended, modified, or altered except by an instrument in writing duly executed by both Parties. This MOA may not be assigned by either Party without the prior written consent of the other Party. The obligations of both Parties under this MOA, which by their nature would continue beyond the termination of this MOA, shall survive the termination hereof.
IN WITNESS WHEREOF, this Agreement has been duly executed as of the date set forth below.

TEACHING STRATEGIES, LLC

By: ________________________________
Name: Andrea Valentine
Title: Chief Operating Officer
Address: Teaching Strategies, LLC
        7101 Wisconsin Avenue
        Suite 700
        Bethesda, MD 20814

Date: ________________________________

CLIENT

By: ________________________________
Name: Cyndi Miller
Title: Associate Superintendent
Organization: Dysart Unified School District
Address: 15802 N. Parkview Pl.
        Surprise, AZ 85374

Date: ________________________________
The following terms are hereby added to the Agreement between Teaching Strategies, L.L.C. ("Contractor") and the Dysart Unified School District No. 89 in compliance with Arizona law:

**Term.** The term of the underlying Agreement shall be for one year only, or until June 30, 2013. The parties may agree to renew this agreement on an annual basis for up to four additional one year terms.

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

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

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

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

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

**Sudan/Iran.** The parties hereby certify to each other, that they do not have and during the term hereof will not have a "scrutinized business operation" in either Sudan or Iran as required under A.R.S. §§ 35-391.06 and 35-393.06 respectively.

**Insurance.** Each party, at its cost, shall maintain comprehensive general liability insurance with limits of not less than $1,000,000 per occurrence, insuring against all liability of said party and its authorized representatives arising out of and in connection with said party's use or occupancy of the facilities. Said insurance shall include broad form contractual liability covering, without limitation, the liability assumed under this Indemnification provisions of this Agreement. If the policy is to be written with an annual aggregate limit, that limit shall be not less than $2,000,000. Comprehensive general liability shall name the other party to this Agreement as an additional insured. All insurance policies shall provide that the policies cannot be cancelled, not renewed, nor limited in scope of coverage or limits until and unless thirty (30) calendar days prior notice is given to the other party.

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

**DYSART UNIFIED SCHOOL DISTRICT No. 89**

**NAME:** ______________________

**SIGNATURE:** ______________________

**TITLE:** ______________________

**CONTRACTOR**

**NAME:** ______________________

**SIGNATURE:** ______________________

**TITLE:** ______________________
## TRAINING DETAILS

<table>
<thead>
<tr>
<th>Date</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>7/24/2013</td>
<td>$2,465.00</td>
</tr>
<tr>
<td>7/25/2013</td>
<td>$2,465.00</td>
</tr>
</tbody>
</table>

**TOTAL** $4,930.00
AGENDA ITEM: *Recommendation to Approve Amendments to the Memorandum of Understanding for the 2013-2014 School Year

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

Cost: _______________ Funding Source: Various

EXECUTIVE SUMMARY:

Administration recommends the Governing Board approve amendments to the Memorandum of Understanding for the 2013-14 school year to include revised language on the following pages:

- Page 5 4.a. Interest Based Approach (IBA) Procedures
- Page 9 II.C. Employment Qualifications
- Page 11 F. Payroll Deduction
- Page 12 D.1.b. Paid Leave Overview
- Page 13 2.c. Voluntary Sick Leave Bank Program
- Page 20 A.1.d. Athletic Assignments/High School

BOARD ACTION REQUESTED:

It is recommended the Governing Board amend the Memorandum of Understanding for the 2013-14 school year to include revised language as presented.
MEMORANDUM OF UNDERSTANDING FOR
CERTIFICATED EMPLOYEES

BETWEEN

THE DYSART EDUCATION ASSOCIATION

and

THE GOVERNING BOARD OF THE
DYSART UNIFIED SCHOOL DISTRICT NO. 89

Adopted by the
Dysart Unified School District #89 Governing Board
on
April 17, 2013
Amended June __, 2013
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Attachment 5 - 2013-2014 197-Day Work Calendar
Attachment 6 - 2013-2014 Dysart Professional Appearance Standards Memo
PREAMBLE

The Governing Board (hereinafter referred to as the “Board”) of the Dysart Unified School District No. 89 (DUSD) (hereinafter referred to as “District”) and the Dysart Education Association (hereinafter referred to as “DEA” or “Association”) agree that the educational welfare of children of the District is paramount in the operation of the schools.

The Board recognizes that teaching is a profession, that members of this profession have specialized educational qualifications, and that their participation in policy development on matters relative to the professional services of teachers is important to the success of school programs.

The Board and the Association recognize their responsibilities toward each other and to the community to meet in good faith to reach agreements, utilizing an interest-based approach, which are mutually acceptable.

In order to promote maximum utilization of the ability, experience, and judgment of all parties sharing responsibility for the quality of instruction in the District, the parties do hereby enter into the following agreement.

Nikki Frye
President
Dysart Education Association

Traci Sawyer-Sinkbeil
President
Governing Board
Dysart Unified School District No. 89
I. RIGHTS AND RESPONSIBILITIES OF THE PARTIES TO THIS MEMORANDUM [Reference DUSD Policy 6]

A. JOINT

1. Recognition

a. The Board recognizes the Association as a representative of certificated personnel in non-administrative positions within the District, except substitute employees.

b. This recognition shall remain in full force unless during the month of September another organization with a verified membership of 35% of the total certified staff petitions an election and receives a majority (51%) endorsement in a scheduled election.

c. The recognized Association may not discriminate in its membership on the basis of age, color, national origin, religion, disability, race, creed, sex, marital status, grade level, or subject field. Recognition shall also entitle the recognized Association to the following:
   1. An Association bulletin board in each school.
   2. Intra-school mail pickup and delivery service between the Association office and all sites and administrative offices of the District.
   3. E-mail access for use consistent with the law and District policy, procedures and regulations.

d. Nothing in this Memorandum of Understanding (hereinafter referred to as "MOU") is to be construed to restrict the constitutional or legal rights of any employee.

2. Effective Date and Duration

a. The provisions of this MOU shall be effective as of the date of the signing of this memorandum and continue until adoption of a new MOU.

b. The Board and the Association recognize that there are external factors, which could create a fiscal emergency that may necessitate consideration or modification of this MOU, e.g., additional financial restrictions imposed or benefits granted by the Legislature. Any serious reduction in instructional services or significant increase in instructional services occurring as a result of the foregoing will not take place until the Association is informed in writing by the Superintendent.

c. A copy of this MOU shall be posted on the district intranet site. DEA will be provided 100 copies of the MOU paid for by the Association. The copies will be given to the DEA President by the first day of school, or as soon thereafter as practicable.

d. If any provision of this memorandum (or any application of memorandum) to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect. It is further agreed that within ten (10) days of receipt of notification of the court's actions, or as mutually agreed, Interest Based Approach (hereinafter referred to as "IBA") shall commence, during which changes to the MOU shall be discussed. All understandings reached under this procedure shall be reduced to writing, signed by each party, and made a part of the MOU.

e. The Association understands and agrees that the matters contained in this MOU are subject to change by the Board. The Board agrees, however, that any changes to matters expressly covered by this MOU will not be changed until after notice to, and opportunity for discussion, is provided to the Association.

3. Principles of Interest Based Approach (IBA) to Negotiations

Obtaining objectives - The process described in this memorandum is dependent on mutual understanding, cooperation, and good faith. It, therefore, requires a free and open exchange of views with all parties participating in deliberations leading to agreement.

4. Interest Based Approach (IBA) Procedures

a. IBA - A maximum of six four representatives designated by the Superintendent shall meet with as many as four representatives designated by each employee group to discuss and to attempt to reach, in good faith, a mutually satisfactory proposal for Board approval. If the membership of a recognized Association falls below fifteen (15%) of total number of employees eligible to join the Association, then the number of designated representatives for such Association shall be reduced to one representative. Opening IBA Session: The IBA process shall commence as soon as possible after a written request to commence the process is provided to the Superintendent by the Association, but in no event later than March 1.

c. Preparation: The time and place of meetings shall be agreed upon by the parties. Costs, if any, will be shared equally by both parties.

d. Exchange of Information:
   1. During IBA sessions, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Upon request of either party, the other shall make available for inspection its records and data pertinent to the subjects discussed in IBA sessions, except privileged information.
2. The Superintendent of Schools shall provide the Association with the proposed budget for the next fiscal year no later than two (2) weeks after it has been made available to the Board.

e. Consultation:
1. Each party may utilize the services of outside consultants and may call upon professionals and paid representatives to assist in the IBA process. The expense of such consultants shall be borne by the party requesting them.
2. Resource people will be available for reports and questions upon request.
3. All members of the IBA team will be required to sign a confidentiality statement regarding communication during the IBA process. A jointly agreed upon communiqué, summarizing the discussion of each IBA session, will be shared with all district staff. The communiqué will be drafted with input from the leader of each representative group.

f. Joint Study Sub-committees:
1. Upon mutual agreement, the chairpersons are empowered to create joint study committees.
2. Recommendations of joint study committees are advisory in nature.
3. Upon completion of its study, the subcommittee will submit a written report to the IBA team on the subject assigned to it.

g. Both parties recognize the right of the Board and the Association to communicate with their constituency and the public regarding IBA items deemed relevant by either party.

5. Agreement
When an agreement on a proposal is reached, it shall be made in writing and submitted for ratification to the certified IBA team prior to submittal to the Board. When approved by both parties, it shall be signed by their respective presidents and shall be included within the official minutes of the Board. The Board, in its sole discretion, may include such items in District policy. With respect to agreements between teachers and the Board, the District agrees to notify the Association if any substantive changes to the language used in the forms for those agreements are contemplated.

B. GOVERNING BOARD
1. Recognition of Responsibilities and Rights of the Association
   a. The Board hereby agrees that every certified employee of the District shall have the right to organize, join, and support the Association for the purpose of engaging in the IBA process and for the processing of grievances. The Board agrees that it will not discriminate against any teacher by reason of his/her membership in the Association, his/her participation in any activities of the Association or meeting with representatives of the Board, his/her participation in any grievance, complaint or proceeding under this MOU.
   b. A joint presentation will be made by a designee of the Superintendent and the Association to administrators about the contents of the MOU.

2. Responsibility for Teacher Effectiveness
   Board and/or administrators have a professional responsibility to provide reasonable conditions under which classroom teachers can effectively teach. Such conditions include:
   a. Assignment of classroom teachers only to areas in which they are legally qualified to teach;
   b. Provision of teaching facilities and materials, within budget limitations, for all teachers, including special area teachers;
   c. Provision of adequate time to teach;
   d. Professional treatment and administrative support of classroom teachers; and
   e. Maintenance of facilities within budget limitations.

C. DYSART EDUCATION ASSOCIATION (DEA)
1. Use of School Facilities
   a. The Association and its representatives shall have the right to use a school building at all reasonable hours for meetings, scheduling such use with the principal of the school, provided that this shall not interfere with or interrupt normal school operations. Direct expenses incident to the meeting, other than those normally a part of the school operations, shall be borne by the Association.
   b. Duly authorized representatives of the Association and the organizations with which the Association is affiliated shall be permitted to discuss matters pertaining to Association business with District personnel provided that this shall not interfere with or interrupt normal operations.
   c. The Association shall have the right to place appropriate identified notices, circulars and other material on designated school bulletin boards and in the teachers' mailboxes. Appropriate material does not include any material detrimental to the interests of the District or any material which contains derogatory
statements about the District or District personnel. At least one (1) bulletin board on each campus shall be reserved exclusively for Association material.

d. The District will provide a work space, telephone and intradistrict mail for Association activities. Intradistrict mail includes e-mail. Only appropriate material may be disseminated by e-mail. Appropriate material does not include any material detrimental to the interests of the District or any material which contains derogatory statements about the District or District personnel. All e-mail must comply with District policies concerning use of District e-mail.

e. There shall be designated days when there will not be any staff meetings, professional development programs, committees or mandatory meetings. These days shall be the first and third Tuesday of each month which will be designated for Association meetings. IEP meetings are permissible, as well as teacher-elected activities such as tutoring, clubs and athletics.

2. Release Days

a. The District has determined that it is in its benefit and its best interests to employ and pay the salary of a certificated staff person to perform the job duties listed below on behalf of District certified employees and the District. This person who shall perform the duties listed will be the Association President (or his or her designee if that individual is absent). The Association President shall be employed as a Teacher on Special Assignment. The Teacher on Special Assignment (TOSA) shall perform the following duties assigned by the District that benefit the district and its employees, including, but not limited to, the following:

1. Provide communication, build morale and engender trust with campus leaders, teachers, certified employees, and administrators. This will contribute to positive working relationships, and ensure that teachers, certified employees, administrators and Board members are informed about district policies, procedures, processes and concerns.

2. Work with administration and certified staff to build common understanding on key initiatives, including but not limited to the Strategic Plan, Data Driven Decision Making, Professional Learning Communities, etc.

3. Attend school board meetings as an advocate and advisor for teacher and certified employee-relevant issues.

4. Attend Administrative Council Meetings, Extended Cabinet, Superintendent Council Meetings and other relevant meetings and trainings to help develop skills and to gain understanding in order to contribute to the success of critical district processes and initiatives.

5. Assist teachers and certified employees in their awareness of district processes, procedures and initiatives in order to ensure the successful implementation of such.

6. Serve on District committees to include but not limited to:
   - Professional Growth
   - Evaluation
   - IBA/ Meet and Confer
   - 301
   - Policy and Review
   - Green Committee
   - Budget Review
   - Reduction In Force (RIF)
   - Strategic Planning
   - Certified Council
   - Working Conditions

7. Work with district administrators to appoint teachers and certified employees to district committees.

8. Assist in training processes to enhance relationships through collaborative efforts.

9. Assist in the processing of teacher and certified employee concerns for successful resolution, including the processing of grievances, regardless of whether the employee is a member of the local association.

10. Dialogue with district administrators and board members on critical areas of concern to teachers and certified employees.

11. Research information from a variety of sources on areas of critical educational issues to teachers and certified employees such as Race to the Top.

12. Support and advise teachers who are on a Performance Improvement Agreement (PIA).

13. Meet with the Superintendent and the Assistant Superintendent for Employee and Public Relations on a weekly basis.

If the Attorney General’s Opinion on this position invalidates any part of this understanding, the parties will review and renegotiate this position.
D. EMPLOYEE RIGHTS

1. General Rights
   a. Nothing contained herein shall be construed to deny or to restrict to any teacher rights he/she may have under the Arizona Revised Statutes or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
   b. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

2. Rights of Representation
   a. Prior to any meeting with a teacher which could lead to discipline or an evaluation leading to a Performance Improvement Agreement (PIA), the supervisor shall indicate to the teacher the subject to be discussed.
   b. The teacher has the right to have an Association representative present. The meeting shall be scheduled allowing DEA representation if requested.
   c. If during the course of the meeting the teacher feels the need for representation, the meeting shall be suspended until such time as a representative can be present provided that the representative shall be available within five (5) working days of the date of the requested representation. The delivery of a notice of non-renewal or letter of inadequate performance is an exception. After the delivery of the letter and before formal discussion, the teacher may request Association representation.

3. Academic Freedom
   Academic freedom shall be guaranteed to teachers in order to create in the classroom an atmosphere of freedom, which permits students to raise questions dealing with critical issues of the time and which maintains an atmosphere conducive to the study, investigation, presentation, and interpretation of facts which stress the interplay of ideas. The teacher shall take into consideration the subject matter as it relates to the maturity level of the student.

4. Personnel Records and Files [Reference DUSD Policy 7.16]
   a. The District shall maintain a complete and current official personnel file for each employee. Teachers in the District will be required to supply the District office with current and complete transcripts of credit. It is the duty and responsibility of each teacher to be certificated and to keep such certification and highly qualified status current. Teachers must record their certificates with the Maricopa County School Superintendent's office.
   b. An employee's confidential file will be available only to authorized individuals and to the employee.
   c. The employee's own personnel file may be reviewed by making a written request to the Assistant Superintendent for Employee and Public Relations. The employee shall be allowed to review his/her personnel file within two (2) working days of the request to do so. All materials placed in the teacher's personnel file and originating within the District shall be available to the teacher at his/her request for inspection.
   d. Material originating within the District and which is derogatory to a teacher's conduct, service, character or personality shall not be placed in a teacher's personnel file located in the Human Resources
Department unless the teacher has had an opportunity to read the material. The teacher shall 
acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be 
filed.
e. The teacher shall have right to rebut any material filed, and the response shall be attached to all file 
copies. All reference and information originating outside the District on the basis of confidentiality and 
information obtained within the District in the process of recommending the teacher for employment 
shall not be subject to the MOU and, therefore, shall not be available for inspection by teachers.
f. The teacher shall have the right to place pertinent material as defined in district policies in her/her file. 
This material shall be submitted to the principal and to the Human Resources Department for placement 
in the teacher's file.
g. All references and information obtained within the school system in the process of recommending the 
teacher for employment or promotion shall not be available for inspection by any teachers except by 
written agreement from the person(s) on whom the file is being kept.

5. Professional Responsibilities [Reference DUSD Policy 7.42]
a. Teachers are encouraged to participate in the following areas:
   1. Professional organizations, either of a broad nature or those pertaining to subject areas;
   2. Staff development training;
   3. District-wide committees; and,
   4. A reasonable number of school functions, i.e., PTA, PTO, chaperoning.
b. When a regular teacher is absent, it is his/her responsibility to have available to the substitute those 
   materials necessary to conduct the activities of the day as set forth in paragraph V(f)(2) "Substitute 
   Assignment" of this memorandum.
c. The work assignment is the main focus of the professional assignment of the teacher and represents the 
   portion of his/her assignment where the greatest amount of time is spent. The teacher must be in the 
   classroom during these periods, which are assigned as teaching periods, unless other arrangements have 
   been specifically made with the building Administration.

II. EMPLOYMENT QUALIFICATIONS

A. The selection of teachers for the District is based primarily on:
   1. An evaluation of the written application, transcript and recommendations;
   2. Automated (or Standardized) Screening Instruments;
   3. Personal interviews; and,
   4. Professional References

B. All applicants for any teaching position in the District must have a valid Arizona certificate and be both certified 
   and highly qualified for teaching the position for which they are an applicant.

C. Prior experience may be granted up to ten (10) five (5) years for teaching experience in K-12 public schools. 
   Exceptions may be granted at the discretion of the Superintendent for positions that are identified as priority 
   recruitment positions. The DEA President will be notified which positions have been identified as exceptions. 
   [Reference DUSD Policy 7.22]

D. All applicants must meet the basic health requirements as specified in the policies of the Board and the State of 
   Arizona.

III. COMPENSATION

A. COMPENSATION PROCEDURES
   1. Effective July 1, yearly, except as provided herein, the salary for all positions covered by this memorandum 
      shall be set forth in the Salary Schedule included in this memorandum.
   2. A teacher shall advance with professional growth credit by completing academic credit on the increment basis 
      provided herein. Requirements for earning academic credit are found in Section III.E.
   3. If full-time employment has been for less than one-half of the total student attendance days as set by the 
      official school calendar, the teacher shall be deemed interim, and as such if offered a contract for the following 
      school year will remain on the same salary as their initial placement.
   4. Teachers taking courses at the written direction of the administration shall receive credit for these courses 
      toward advancement on the salary schedule.
   5. School Nurses shall be paid on the certified salary schedule.
B. LONGEVITY
A teacher shall receive a longevity payment as specified below after fifteen (15) years of continuous total service in the District. This payment shall continue each year through their 19th year. A teacher shall receive an increased longevity payment as specified below after nineteen (19) years of total service in the District. This payment shall continue each year through their 23rd year. A teacher shall receive an increased longevity payment as specified below after twenty-three (23) years of total service in the District and shall continue every year thereafter. These payments shall continue each year until retirement or termination of employment.

This longevity payment shall be considered as an additional amount above the base salary and payments will be made in equal installments, consistent with the number of pay periods chosen by the teacher and will continue until retirement or termination of employment.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Amount of Bonus</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning 16th - 19th</td>
<td>$1500.00</td>
</tr>
<tr>
<td>Beginning 20th - 23rd</td>
<td>$2000.00</td>
</tr>
<tr>
<td>Beginning 24th +</td>
<td>$2500.00</td>
</tr>
</tbody>
</table>

The following factors shall be a part of the total service:
1. Three-fifths (3/5) or more contract;
2. A contract issued for one-half (1/2) of the student attendance days, within one (1) fiscal year; and
3. Approved leaves-of-absence shall not be considered a break in the continuity of service; however, the time spent on leave-of-absence status will not apply toward the minimum number of years required for longevity payment eligibility.

C. NATIONAL BOARD CERTIFICATION
1. Teachers achieving and maintaining National Board Certification from the National Board for Professional Teaching Standards (NBPTS) will receive ten percent (10%) of their base salary; one-half to be funded from MR&D and the other one-half to be funded from career ladder. The teacher shall receive the full ten percent (10%) in the school year of notification.
2. In addition, two professional days with substitute coverage will be provided to assist with portfolio preparation in the teacher's preparation stage.

D. ACADEMIC CREDIT
1. Academic credit may be earned in any accredited college or university with prior approval by the Superintendent, or designee, or risk denial of credit. The Superintendent will consult with the Professional Growth Committee concerning the standards for determining eligibility for academic credit.
2. College courses: graduate college/university level which relate to the participant’s teaching field and which the Human Resource Committee feels will improve the participant as a teacher or will benefit the District and approved by the Superintendent, or designee.
3. Graduate level instructional/technological skill courses, which deal with methods, materials, and recent developments, related to the individual’s teaching assignment and approved by the Superintendent, or designee.
4. Courses in philosophy, curriculum, administration, supervision, guidance and counseling, which will result in a better understanding of education and the educative process, and approved by the Superintendent, or designee.
5. There will be no allowances of credit for a course which has been audited.
6. Credit towards a salary increment is not given for courses needed to qualify for a teaching certificate upon employment, i.e., Arizona Constitution, U.S. Government, student teaching, etc.
7. Courses paid for by the District will count towards professional growth credit.
8. Give evidence of completion of course by filing grade slip or transcripts as soon as received (not later than October 1 for salary amendment). If documentation is not received by the Human Resources Department by October 1, the new salary shall become effective the next year.
9. Teachers may advance no more than one professional growth increment per year.
10. If a staff member has taken credits in a state-mandated program or obtained a specialized certificate or classes toward an approved subject area (as defined by separate agreement between the Association and District Administration) that resulted in movement on the salary schedule, but did not count toward a Master's degree, then after the Master's degree is obtained the staff member may use some of their master degree courses for movement beyond a Master's degree to the extent of these program or specialized certificate/endorsement credits.
E. OTHER CONTRACT PROVISIONS

Any person who does not work the full academic calendar shall be paid on a prorated basis for the number of days to be worked for the remainder of the school year; this shall include school days taught plus the number of days required for orientation.

F. PAYROLL DEDUCTION

F. JOB SHARING

The topic of job sharing for continuing teachers and the requirements for the various spans are as follows: Teachers interested in sharing a 1.0 full time equivalent (FTE) teaching position should submit a proposal to the Superintendent by March 15th of the school year prior to the year the position is to be shared. This proposal will include a statement of compatible philosophy in the areas of discipline, classroom organization, teaching techniques, instructional strategies, parent communication, record keeping and grading. It will be up to the sole discretion of the Superintendent to approve the job sharing position. The teachers and the principal will mutually agree upon a work schedule. Either employee may attend the SST, MDC or faculty meetings; however, one must be available at all required times. Positions may only be divided into two equal halves. The insurance coverage for employees on this program will be as follows:

1. The Board shall pay the full premium for the life insurance equal to the nearest one thousand dollars of each employee’s salary and participants shall have the option to purchase additional life insurance at the group rate.
2. The Board shall pay for one-half of the premium toward health and welfare benefits for the employees on the program. The remaining premium will be deducted from his/her payroll over the course of the contract period. In the alternative, the job sharing employees may jointly agree on which employee will receive the full health benefit resulting in the other job sharing employee not receiving any district-paid health benefit. All other benefits as stated in Section IV(A)(4) through (7) apply to employees of this program.

IV. EMPLOYEE BENEFITS

A. INSURANCE COVERAGE

1. The Board shall pay the full premium for life insurance equal to the nearest one thousand of each employee’s salary. Each employee shall have the option to purchase additional insurance at the group rate.
2. The Board shall pay a designated amount toward healthcare benefits for each employee, including teachers on one-half (1/2) or more contracts, and except for those teachers participating in job sharing.
3. Employees may add dependents to the District’s health insurance plan at any time during the year when they have experienced a life status change. This added coverage will be consistent with the rules and procedures established by the District’s health care provider.
4. An Insurance Committee shall be established consisting of twelve (12) members: three (3) appointed by the Superintendent, and three (3) appointed by each Professional Association who is a recognized IBA member. The committee shall consider, review and make recommendations to the Board on all aspects of Board-purchased insurance programs as provided in this contract and other Board policies. Insofar as any present insurance coverage and carrier is concerned, the committee is directed by the parties to specifically make recommendations as to rebidding. The Board agrees to consider for adoption the recommendations of the committee.
5. The Board agrees to make available to the Association all information received from the insurance company or insurance consultant, except any confidential medical information relating to specific employees.
6. Employees on leave of absence approved by the Board may continue insurance through COBRA.
7. An Internal Revenue Service approved pre-tax salary dollar plan for medical insurance premiums, unreimbursed medical expenses and child or dependent care assistance will be established.

B. DEPARTURE FROM DYSART UNIFIED SCHOOL DISTRICT NO. 89

1. District employees will be reimbursed for a maximum of 175 days of accumulated leave upon retirement, resignation or death while in the District’s employ. The reimbursement benefits will be provided to employees at the conclusion of the employee’s last year of employment as follows, provided the employee’s services have been provided in a satisfactory, ethical and professional manner:
   a. Upon resignation, retirement, or death, an employee (or an employee’s estate) with ten through nineteen years of continuous service in the District shall be reimbursed for accumulated earned leave at 85% of the substitute rate.
b. Upon resignation, retirement, or death, an employee (or an employee’s estate) with twenty years of continuous service in the District shall be reimbursed accumulated earned leave at 100% of the substitute rate.

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

C. TEACHER RESIGNATION [Reference DUSD Policy 7.45]

1. Teachers who wish to terminate employment will notify the Human Resources Department in writing, but only after such action has been reported to and discussed with the principal concerned. Notification of resignation will be made prior to the close of the school year to become effective at the end of the school year. A teacher may be allowed to resign prior to or during the school year provided the teacher gives the Human Resources Department at least thirty (30) days prior notice, attaches a personal check for $2500.00 (two thousand five hundred) for liquidated damages made out to Dysart USD, and the resignation is approved by the Superintendent and the Board. An employee under contract to the District who resigns without Board approval will be assessed the $2500.00 (two thousand five hundred) liquidated damages and will be reported to the Arizona Department of Education for unprofessional conduct pursuant to A.R.S. § 15-545. Arizona Revised Statutes § 15-545 states that a certificated teacher shall not resign after signing and returning the contract unless the resignation is first approved by the Board. A teacher who resigns contrary to this section shall be deemed to commit an unprofessional act and, upon request of the Board, shall be subject to such disciplinary action, including suspension or revocation of certificate, as the State Board of Education deems appropriate. All acceptance of resignation is subject to conditions as specified in the teacher contract.

2. The teacher may request an exception to paying the liquidated damages fee. Such exception must be for good cause and approved by the Dysart Governing Board.

3. For those employees who resign at the end of their contract year, their medical, dental and life insurance coverage will continue through June 30. The District will not grant this extension of eligibility for medical, dental and life insurance to any employee who does not work through the end of his/her contract year. For example, the employee who resigns February 15 will be treated as a terminated employee as of the end of the month.

D. LEAVES OF ABSENCE WITH PAY [Reference DUSD Policy 7.26]

1. Paid Leave
   a. Definition: Within this provision, employee shall mean all certificated staff who are represented by the Association. This shall include, but not be limited to regular classroom teachers, special education teachers, psychologists, speech language pathologists, occupational therapists, physical therapists, registered nurses and teacher specialists.
   b. Paid Leave Overview
      1. At the beginning of the school year, each employee shall be credited with a total of ten (10) days per year for paid leave: six days designated as sick; four days designated as discretionary.
      2. Employees shall provide notice to the Human Resources Department of any paid leave qualifying under the Family Medical and Leave Act.
         a. More than three (3) leave days may not be used consecutively without medical documentation. Medical documentation is required beginning on the fourth consecutive day of absence.
      3. Part-time employees shall be credited with paid leave allowance according to the percentage of service to be performed during the school year.
      4. Any employee who resigns or is terminated during the school year shall have paid leave deducted from his/her accumulation based on the ratio of days not worked. The employee’s salary shall be adjusted to compensate for any paid leave days taken in excess of those earned.
      5. Possible restricted limited days for Paid Leave:
         a. Use of earned leave may be restricted limited on the following days:
            • The day before and after a holiday or break: Labor Day, Fall Break, Thanksgiving Break and Winter Break.
            • The day before a holiday or break: Veterans Day, Martin Luther King Day, Presidents’ Day and Spring Break.
            • Mandatory state testing days as identified by District Administration, with the following modifications:
               ➢ The Thursday and Friday of week two (2) for AIMS Testing for K-8 sites will not be designated as restricted days.
Only one (1) day will be designated as a restricted day during the two (2) weeks designated by the state for 9th grade Terra Nova testing. This one day will be designated by the high school principal at each site.

b. This does not apply to cases of employees out on an approved leave, supervisor-approved absence, unanticipated illness or emergencies or circumstances beyond the employee's control except that an employee who is out on any of those days will be docked pay, unless they are able to provide official documentation supporting the absence or with supervisor approval. A letter of reprimand will be provided after the second occurrence.

c. Misuse of Paid Leave
1. In the first event that it can be shown that the teacher willfully violated or misused this earned leave policy, or misrepresented any statement of condition under this policy, the employee may be subject to disciplinary action commensurate with the nature of the violation.
2. If it is found that the teacher continues to violate the use of such leave after he/she has been reprimanded, the Administration may take appropriate action under the tenure laws of the State of Arizona.

d. After achieving continuing status, employees may use five (5) consecutive days of paid leave for any purpose once every five (5) years. Continuing status means those employees who have completed the major portion of three (3) years of employment as defined in state law. (See ARS § 15-501 (5) and 15-538.01).

2. Voluntary Sick Leave Bank Program [Reference DUSD Policy 7.32]
   a. Any full-time employee may participate in the sick leave bank by contributing one or more earned leave days annually. Such contribution must be from the current year's earned leave. Enrollment is open for thirty (30) calendar days following the first scheduled "work" day for new employees and during benefits open enrollment for continuing employees.
   b. A benefited employee may be eligible to apply if:
      i. It is for a "serious illness or injury" which is defined as a "non work-related illness that is anticipated to last for the continuous period of time of two (2) or more weeks as defined by the employee's licensed health care practitioner," or
      ii. It is requested for the care of a terminally ill immediate family member to be defined as the employee's spouse and children, as well as the parents of the employee or spouse.
   Note: The sick leave bank cannot be used for non-complicated maternity leave. Ordinarily, childbirth is not considered a serious illness.
   c. In order to be eligible to utilize banked time, an employee may not use until he/she has exhausted earned leave plus two one weeks.
   d. An employee may donate no more than five (5) days of sick leave in any one (1) contract year.
   e. The sick leave bank will be a blind bank. The donor employee will designate the donation to an anonymous recipient. There shall be carryover of unused sick leave in the bank after the end of the fiscal year. A benefited employee may donate earned leave only to a benefited employee who is a member of the same employee group, i.e., administrative, certified or classified.
   f. No benefited employee shall be eligible for the leave assistance program after he/she qualified for long-term disability coverage, or Workman's Compensation.
   g. For purposes of this program, a day equals the number of hours scheduled in the normal working day of the donor.
   h. The Assistant Superintendent for Employee and Public Relations shall establish procedures to implement this program.
   i. Based on continuous membership in the bank, each approved applicant is limited to the use of no more than:
      - 1-2 years of membership = 25 days
      - 3-4 years of membership = 50 days
      - 5+ years of membership = 100 days

3. Bereavement Leave [Reference DUSD Policy 7.33]
   a. An employee may be granted leave with pay, upon request to the Superintendent, for up to five (5) days during one (1) fiscal year, to be used in the event of death in the employee's immediate family, defined as mother, father, spouse, children, siblings, brother/sister-in-law, mother/father-in-law, daughter/son-in-law, stepchildren, grandparents, grandchildren, and significant other with whom the employee resides.
   b. The employee must complete the Bereavement Leave Request Form and provide supporting documentation. This form is available on the Human Resources website.

4. Jury Duty or Official Subpoena Leave [Reference DUSD Policy 7.29]
A. Teachers who are required to serve for jury duty or to appear in court in response to an official subpoena will receive full salary during the period of such service. Such service shall not be deducted from paid leave days unless such service results in a conviction that the teacher violated an Arizona Statute. If teachers are receiving salary while on jury duty, salary, excluding mileage that is an increase over the miles driven to work, earned from the city or state for jury duty shall be reimbursed to the District. The process for jury duty for certificated staff is available on the Human Resources website.

b. A teacher who must appear in any legal proceeding connected with his/her employment with the District may be absent without loss of pay, if the teacher is required by law or the District to attend.

5. Visitation Leave
a. Upon request to the principal and the Superintendent, each teacher shall be allowed one (1) day (non-accumulative) to be used to view other instructional techniques.

b. Additional visitation days may be granted as deemed necessary by a building principal.

6. Professional Leave
a. Professional leave days may be granted at the discretion of the Superintendent for District representation to a conference, workshop, curriculum meeting, etc.

E. LEAVES-OF-ABSENCE WITHOUT PAY [Reference DUSD Policy 7.28]

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

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

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

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

5. Leaves of absence without pay may be requested under the following conditions:
   a. To engage in Association activities at the local, state or national level.
   b. To campaign for or serve in a county, state or national public office.
   c. To serve in the Peace Corps or any similar government approved educational activity.
   d. To care for a sick member of the teacher's immediate family.
   e. To serve as an exchange teacher or as an overseas teacher.
   f. To convalesce due to personal illness or disability of a teacher who has exhausted all earned leave available or who has chosen not to use accumulated earned leave. Such medical leave request must be accompanied by a doctor's certificate. The teacher may return to duty only upon presentation of appropriate medical evidence stating that he/she is able to resume regular work.
   g. To adopt a child. The teacher adopting a child shall be entitled, upon request, a leave to commence at any time during the first year contiguous with adoption after receiving such custody or prior to receiving such custody if necessary to fulfill the requirements for adoption.
   h. To care for a child by an employee or spouse when it is contiguous with the extension of medical leave or the birth of a child.
   i. To fulfill military requirements. The Board shall grant military leaves of absence to a teacher in accordance with existing state and federal statutes.
   j. To gain work experience by a continuing teacher for the purpose of improvement of instruction. If the Professional Growth Committee approves the request and the Board approves, the leave-of-absence shall be granted.
   k. To pursue graduate study at an accredited four (4)-year institution of higher education provided the employee will be attending graduate school on a full-time basis.
   l. Good cause. The Board for good reason may grant other leaves-of-absence without pay to continuing teachers.

NOTE: Nothing in this section shall be construed to limit an employee's rights under the Family Medical and Leave Act.
V. **WORKING CONDITIONS** – The following class size goals are subject to modification based on the budgetary constraints of the District budget.

A. **CLASS SIZE GOALS** [Reference DUSD Policy IIB]

1. The Superintendent shall make reasonable efforts to equalize class sizes within grade.
2. The District has formulated goals regarding class size as follows:
   a. **High School – The Staffing Formula for Regular Education**

   \[
   \text{Total Student Enrollment} = \\
   \quad + \text{Total Student Roll-ups} \\
   \quad - \text{Average \% Drop in 4th to 10th Day Enrollment} \\
   \frac{(\text{Total Student Enrollment}) \times 6}{5} = \text{Number of Sections} \\
   \text{Class size ratio} = \frac{\text{Number of Teachers}}{\text{Number of Sections}}
   \]

   Class size ratio is set by the Superintendent in collaboration with the Association.

   **Notes:**
   - The staffing goal is to not exceed 165 daily contacts with a goal that a single core class be less than 36. The staffing goal is to not exceed 180 daily contacts in activity and performance-based courses.
   - Adjustments in teacher and course assignments will be made based on changes in student enrollment and registration during the summer. Additional sections and/or staff may be added in accordance with the high school staffing model.
   - Within the first 3-5 days of each semester, the processes identified in the high school staffing model may be used to make adjustments in staffing.
   - The staffing goal of the high school guidance counselor caseloads shall be based upon a ratio range of 1:50-70. Adjustments may also be made to high school guidance counselor caseloads by adding partial FTE based on increments of 50 to 200 students.
   - Prior to making adjustments in staffing, site leadership teams will gather input from department members and review options. Options for relief will be based on a variety of conditions and factors including but not limited to number of students at a particular grade level, academic achievement needs, highly qualified teacher status, teacher availability, and point in time. Relief could include a variety of options including but not limited to hiring an instructional aide, guest teacher and part or full-time FTE.

b. **K-8 Class Size**

   Goals for class size averages for K-8 are as follows:
   - Kindergarten: 23 students
   - Grade 1: 25 students
   - Grades 2-3: 27 students
   - Grades 4-8: 30 students

c. Each elementary school class shall be staffed based on projected enrollment and program needs with an allocation formula thirty to one (30:1) student/teacher ratio used as a guideline (excluding librarians, counselors, career and technical education, special education, and special area teachers).

3. When a grade level enrollment at an individual school exceeds the District goal for class size by four students for ten consecutive days, the Superintendent will recommend to the Board that an additional teacher will be employed for that grade level as soon as possible, during the first semester, provided classroom space is available, qualified applicants are available and the District budget allows for such additions to staff. During the second semester, additions will be considered on a case by case basis. If the number of students exceeds the goal for a class or program, acceptable alternatives may include, but are not limited to:
   - Addition of a long-term sub
   - Addition of an instructional assistant
   - Adding a teacher
   - Other adjustments acceptable to the Superintendent and Governing Board

4. **Special Education Class Size Goals** [Reference DUSD Policy IIB]

   It is the intent of the District to maintain a special education student/teacher and student/staff ratio that will allow the staff to work effectively and efficiently toward the IEP objectives of each student with a disability and to work with classroom teachers to prevent learning problems whenever possible. The goals for student/teacher and student/staff ratios shall be as follows:
### Category/Program | Number of Students | Staffing Level
---|---|---
Cross-Categorical Resource- Itinerant | 25 - 30 | 1.00 FTE Teacher
Special Needs Preschool (including typicals) | 10 - 15 | 1.00 FTE Teacher
Mild/Moderate Retardation/Autism | 10 - 12 | 1.00 FTE Teacher
Self-Contained Emotionally Disabled | 8 - 10 | 1.00 FTE Teacher
Multiple Disabilities | 8 - 10 | 1.00 FTE Teacher

**NOTE:** When enrollment in Special Education Programs by category exceeds District goals, additional personnel may be required based on individual IEP's. If the number of students exceeds the goal for a class or program, acceptable alternatives may include, but are not limited to:

- Reassigning students to a different teacher/program
- Adding a teacher
- Other adjustments acceptable to the Superintendent and Board

Related services assignments will be based on district and school need.

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**B. DUTIES: TEACHING**

1. **Preparation Time, Duty Free**
   a. The Administration desires to provide preparation period of forty (40) minutes per day to all grades 1-8 teachers. Both parties agree that an attempt will be made to provide a fair distribution of preparation time to the extent of the funds available. The goal is 40 minutes per day or 200 minutes per week.

   b. During a preparation period, teachers shall have no other assignment except in an emergency situation. It is expected that teachers will normally devote themselves to preparation and similar professional pursuits during the preparation period. During the course of the week, site administrators should not schedule more than one full preparation period with teams of teachers to meet with K-12 Instructional Growth Teachers or Administrators.

   c. Emergencies or the building substitute coverage plan may make it necessary for the Administration to assign teachers to cover a class during their preparation period. Teachers shall be relieved from such duty at the earliest possible time.

   d. **Substitution During Preparation Period:** Teachers who substitute in another classroom for an absent teacher shall receive, for a maximum of twenty instances, the following (unless school has depleted its quarterly sub allocation):

      - $18 per missed preparation period; or
      - One and one-half hours of paid leave will be added to the teacher's paid leave bank to be credited as sick leave. The request for one and one-half hours of paid leave must be submitted in one (1) day increments. This means five instances must be documented before the request may be made to add one day.

      - For the twenty-first instance and thereafter, teachers who substitute in another classroom for an absent teacher shall receive one and one-half hours of paid leave added to the teacher's paid leave bank. Paid leave will be added only in one-day increments with the submission of five documented instances.

      - Payment (either by check or by crediting time to the employee's earned leave bank, whichever is appropriate) shall be made at the end of each semester.

   e. **Absent Teacher and Class Splits (K-8 ONLY):** Teachers who take additional students into their classroom for a day due to a teacher absence shall receive, a maximum of twenty instances, the following (unless school has depleted its quarterly sub allocation):

      - $18 per day; or
      - One and one-half hours of paid leave will be added to the teacher's paid leave bank to be credited as sick leave. The request for one and one-half hours of paid leave must be submitted in one-day increments. This means five instances must be documented before the request may be made to add one day.

      - For the twenty-first instance and thereafter, teachers who take on additional students for the day, shall receive one and one-half hours of paid leave added to the teacher's paid leave bank to be credited as sick leave. Paid leave will be added only in one-day increments with the submission of five instances.

      - The number of teachers who are able to be compensated for taking additional students during a school day is limited to five (5) per absent teacher.
f. **Absent Teacher and Class Splits (K-8 ONLY) HALF DAY**: Teachers who take additional students into their classroom for a half-day due to a teacher absence shall receive, a maximum of twenty instances, the following (unless school has depleted its quarterly sub allocation):

- $9 per day; or
- 45 minutes of paid leave will be added to the teacher's paid leave bank to be credited as sick leave. The request for 45 minutes of paid leave must be submitted in one-day increments.
- Half-day is defined as a teacher-documented absence in AESOP that results in a teacher's loss of one half-day of leave.
- An instance is an instance regardless of whether it is for a whole or half day.

g. If there is a lack of volunteers, the approved building substitute rotation will be used and teachers shall be compensated as stated above.

2. **Preparation for Classroom Activities**
   a. Preparation should include, but not be limited to:
      1. Planning lessons and/or activities to achieve daily and unit objectives;
      2. Developing the plan and method of evaluating student's work;
      3. Reviewing subject matter; and
      4. Caring for equipment and materials.

3. **Professional Workday**
   a. The professional workday for teachers shall be based upon their professional responsibilities and duties. Teachers need to arrive in time to be prepared to teach as students arrive. Teachers may be required by the building Administration to report prior to the school day and to remain after the school day to attend to those matters, which properly require attention at that time, including consultations with parents when scheduled directly with the teacher.
   b. The length of the day for children per level (K-8 and high school) shall be consistent throughout the District.
   c. All teachers shall receive at a minimum a thirty (30)-minute uninterrupted duty-free lunch daily, except in emergency declared by principal and approved by the Superintendent.

4. **Service to Students and Parents**
   a. Teachers are expected to spend a portion of their time in providing individual counseling and guidance to students.
   b. Teachers are required to keep parents informed when students are in danger of failing. Teachers shall be available for conferences according to Board policy.

C. **STAFF DEVELOPMENT AND EARLY RELEASE MONDAYS**
   1. The District recognizes the value of teachers having specified time to collaboratively plan. Teachers will be granted one Monday per month to work on grade level/department curricular issues. The dates will be determined at the beginning of each semester after the District calendar needs have been established. One hour of Monday Professional Development Time shall be devoted to a PLC meeting.
   2. Scheduling of activities for Monday afternoon shall be at the discretion of the District, except those designated in paragraph C.1 above. Normally, the schedule of staff development time will not extend more than two hours beyond each school's non-Monday dismissal time.
   3. After the results of each benchmark test are available, two Mondays will be provided for teachers to analyze the data and incorporate the results into their instructional plan.
   4. School Staff Development Teams - School staff development shall be collaboratively planned and implemented in conjunction and aligned to the Continuous Improvement Plan (CIP) process. It shall include campus administrators, district Administrators as needed and teachers.

D. **FACILITIES OR SERVICES**
   1. The Board agrees to make available personal computers, printers, audio-visual equipment and duplicating machines to aid teachers in the preparation of instructional material to the extent allowed by the approved District Budget.
   2. The Board shall provide:
      a. Adequate chalkboard or whiteboard space in every classroom;
      b. Copies, exclusively for each teacher's use, of all texts used in each of the courses taught;
      c. A computerized attendance program; and,
      d. Adequate teaching materials required in carrying out the daily teaching responsibility.
   3. Upon request and as approved by the principal, teachers shall have access to their work environment outside of the regular school day.
4. Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks, which endanger and/or impair their health, safety or well-being. Each school will submit an annual plan regarding safety and security in the work place to the Superintendent. The District campus security guidelines will be followed.

E. FACULTY MEETINGS
1. Each teacher is expected to play a constructive role by attending and participating in faculty meetings, department meetings and/or grade level meetings.
2. Teachers may be required to attend no more than one (1) faculty meeting per week outside of staff development time. This meeting shall not begin more than one (1) hour before the start of the school day, if held in the morning and shall not extend more than one (1) hour past the end of the school day if held in the afternoon.
3. An agenda and time shall be placed in teacher mailboxes or to the teacher's e-mail address four (4) hours prior to the meeting. Faculty meetings shall be regularly scheduled and placed on the school's master calendar.
4. An additional faculty meeting may be called in the event of an emergency (a sudden, unforeseen situation or set of circumstances demanding immediate action). Notice of the meeting and an agenda must be given as soon as possible.

F. WORK DAYS
1. Teacher work schedule shall be per teacher work calendar. See Attachment 7.
2. Teachers new to the District will be required to attend three (3) new teacher induction days in addition to the teacher work calendar without additional compensation.

G. FACULTY ADVISORY COMMITTEE
1. A Faculty Advisory Committee ("FAC") consisting of an Association representative, the principal and no fewer than four (4) faculty members elected by the faculty, shall be established at each school unit to facilitate communications between building Administration and teaching staff on matters relating to their particular school. Sites with fewer than 900 students will have a minimum of four (4) elected faculty members. Sites with 900+ students shall have no fewer than six (6) elected faculty members. An Association Representative will facilitate the election process. Team leaders/grade level chairs/department chairs should not be FAC representatives.
2. FAC issues are campus concerns and not individual or personnel-related concerns. Every campus concern submitted must be brought to FAC. FAC submissions may be made with or without a signature by placing it into the FAC box. The FAC chair shall make sure that ineligible submissions are not put on the agenda. Submissions are ineligible if they do not meet the current FAC submissions guidelines. If the issue has been previously submitted and not resolved, it will be placed on the agenda again. It is recognized that concerns should be resolved at the lowest level possible, for example grade chair or department chair.
3. This committee shall meet monthly. Every consideration shall be given for requests for additional meetings.
4. The first Faculty Advisory Committee meeting shall be scheduled within the first thirty days of school. The election of the FAC chair should take place at the first meeting.
5. Minutes of the building meeting including responses to concerns raised at the meeting shall be made available to all building staff members, DEA President, the Superintendent and all Cabinet Members as identified by the Superintendent.
6. This committee should not be confused with department heads and building representatives. Major issues not resolved in FAC should be brought to an Association policy meeting and/or referred to an appropriate committee at the site.

H. PARENT-TEACHER CONFERENCES
Parent-teacher conferences are part of the teacher's professional responsibility. At the K-8 level, parent-teacher conferences shall be scheduled twice a year. This does not disallow parents or teachers to request a conference at any time.

I. STUDENT DISCIPLINE
1. A teacher may refer a pupil from class to the principal, or his/her designee, with the appropriate transmittal slip where applicable when the persistence of misbehavior or the disruptive effect of violations makes the continued presence of the pupil unacceptable. In such case, the pupil may be excluded from the class for a period of time determined by the Administration after consultation with the teacher. The teacher shall furnish the Administration with appropriate and specific written documentation.
2. In the case of an assault upon a teacher, a complaint, or a lawsuit brought by third parties as a result of action taken by the teacher acting within the scope of his/her duties and responsibilities and while performing his/her duties, the Board shall provide legal counsel. Time lost by a staff member in connection with any incident mentioned in this article shall not be charged against the staff member's salary, or earned leave, but shall be borne by the District.

3. When a parent approaches the Administration concerning a teacher's relationship with a student, the Administration will inform the parent of the Parent Complaint Procedure. If the parent chooses not to have a conference with the teacher, the administrator will inform the parent that he/she will listen to the parent's comments, but before any official action can be taken, the parent must follow the parent complaint policy. Notwithstanding the foregoing, the District may take appropriate action when so required by federal or state law. Prior to taking such action, the District will confer with the affected staff member and the Association, if requested by the staff member.

4. No reference to the complaint shall be included in the teacher's personnel file unless it is to be the basis for a reprimand and unless the teacher is notified in the usual manner, as prescribed in the Parental Complaint Policy. A joint committee equally comprised of Board and Association representatives shall study proposed changes to the Parental Complaint Procedure. After study, the committee shall submit its recommendations to the Board.

5. If a parent has a complaint with a coach or an extracurricular sponsor, the parent must follow the Parent Complaint Procedure. Notwithstanding the foregoing, the District may take appropriate action when so required by federal or state law. Prior to taking such action, the District will confer with the affected staff member and the Association, if requested by the staff member.

6. Students shall be suspended from school only by the principal or his/her designee. The Administration shall endeavor to achieve correction of student misbehavior, which may be approached through counseling and interviews with the student and his/her parents or other appropriate methods.

7. A District policy description indicating the rights and duties of teachers with respect to student discipline (including corporal punishment and removal of a student from class) shall be presented to each teacher in writing within the first week of school.

8. Teachers, acting within the scope of their duties and responsibilities, may exercise the amount of physical restraint reasonably necessary to protect the safety of students and/or himself/herself.

9. Each school shall establish a placement review committee consistent with A.R.S. § 15-841 within the first month/30 days of start of school.

J. SUBSTITUTE ASSIGNMENT

1. When the regularly assigned teacher cannot meet his/her classes, it is essential to the educational welfare of the students that the vacancy be filled in the most expeditious manner possible. Every reasonable effort will be made to fill the vacancy with a substitute teacher. In order to accomplish filling the vacancy, a teacher must enter his/her absence in AESOP as soon as possible, especially when the teacher has knowledge of the absence in advance.

2. The regular teacher shall have available lesson plans, seating chart where permanent seats are assigned, and other records and materials. Grade books may be required where appropriate.

3. Teachers may arrange for another teacher to cover a class for one period or more during a school day with the principal's, or his/her designee's approval, prior to leaving his/her assignment.

4. In case of unanticipated illness or unanticipated utilization of Family Medical and Leave Act time, teachers must notify the District office by 6 a.m. of the morning a substitute is needed. Teachers should call prior to the time that the substitute leaves school to let the District substitute caller system know whether to rehire the substitute, or not. If a call is not received, the substitute will not be rehired the following day. The substitute will be released at the end of the day UNLESS the employee has notified the District substitute coordinator prior to the end of the substitute's workday.

5. If proper notification is not made and the substitute and the teacher both appear for work the following day, the substitute teacher will be reassigned.

VI. SUPPLEMENTAL COMPENSATION AND WORKING CONDITIONS

A. ATHLETIC ASSIGNMENTS

1. HIGH SCHOOL [Reference District Regulation 7.22-R]

   a. Whenever possible, principals will schedule teaching assignments in order that teachers can meet their extra duty obligations.
b. The additional pay for coaches shall be for the season of practice as defined by the Arizona Interscholastic Association and for post season competition for which the team or individuals are eligible, such as divisional and state championships.

c. After completion of the coaching assignment, but not later than twenty (20) school days after the state tournament or the last day of school, whichever comes first, the Administration and athletic director (where applicable) shall prepare a written evaluation of all coaches and shall notify them as to his/her recommendation for the following school year's coaching assignment. The athletic director's evaluation will be submitted to the principal. The principal will make final evaluation within five (5) days of the above deadline or the last day of school, whichever comes first. Copies will be given to the coach, athletic director, head coach and District personnel file.

d. If a coach receives written notice of dissatisfaction and/or if there is a question as to his/her reassignment for the next year's season, the coach may submit a letter of appeal to the appropriate assistant superintendent. The assistant superintendent Present at this hearing will be the coach in question, the athletic director, the head coach (if applicable), an Association representative, and one administrator. The Superintendent shall appoint the Hearing Officer. The Hearing Officer shall make a recommended decision for consideration by the Superintendent. The Superintendent's decision shall be final.

e. If the head coach is to be replaced, no assistants will be assigned until after a new head coach is hired. The head coach will state the necessary qualifications for his/her assistant(s). If a head coach resigns after assistants have been assigned, the assignments will be nullified. The new head coach will give prior assistants first consideration. If a head coach is not replaced by the end of the school year, the principal may appoint the assistants. The principal must approve all assistant assignments.

B. COUNSELORS

1. High school counselors shall have twenty (20) additional days added to their school year at a per diem rate of pay. If any counselor is unable to work these days, the days shall be allocated to another counselor(s) by the principal after he/she has determined the need exists. The principal shall determine the extended contract schedule.

2. All counselors shall serve as members of the District's Crisis Response Team and may expect to be assigned as such in emergencies.

C. TEAM LEADERS/DEPARTMENT CHAIRS/GRADER LEVEL CHAIRS

Team leader/Department Chair/Grade Level Chair is not a vested interest and may be revoked anytime for reasonable cause.

D. LIBRARIANS/MEDIA SPECIALISTS

Librarians at each high school building shall have ten (10) additional days added to their school year at a per diem rate of pay. (NOTE: The K-8 Librarians DO NOT have additional days added to their school year.)

VII. ASSIGNMENT, TRANSFER AND REDUCTION IN FORCE

A. ASSIGNMENT

1. Definition: Assignment - The number of sections and name of classes or grade level to be taught by classroom teacher.

2. Teachers shall only be assigned to an area in which they have a valid certificate, an endorsement and are highly qualified and/or is included in their major or minor field of study.

3. The principal shall develop the master schedule and make teacher assignments using input from division chairpersons and/or team leaders. The principal shall distribute the master schedule showing all teacher assignments. Within five (5) days after notification, any teacher who does not agree to his/her assignment shall meet with the principal to review the criteria by which the assignment was made.

4. When there is not mutual agreement on the assignment between the teacher and the principal, the matter may be referred to the Superintendent for adjudication. The teacher may be present and may be represented by the Association. The Superintendent shall render a written decision within five (5) days.

5. All teachers shall be given written notices of their assignments for the coming year no later than the first day of the last week of school, unless such notice is not possible due to unanticipated District needs. In those instances where such notice is not possible, the principal shall consult with the teacher prior to making the new assignment.

6. Teacher schedules and assignments shall be made without regard to race, creed, color, national origin, sex, marital status, age, religion, disability or membership in any teacher organization.
7. Any teacher who is transferred to a 'soft money,' supervisory or administrative position, and later returns to teacher status, shall be entitled to such rights as teachers have under this memorandum. Previous salary placement shall be returned to the teacher plus any increase for each year as a supervisor or an administrator.
   a. Teachers who are selected as administrative interns for the school year will be offered the opportunity to return to their specific teaching position for the following school year if their internship position is not renewed.
   b. Teachers who accept a position to teach in a new, experimental, or agency-funded program, or a program which is later discontinued shall be reassigned to a comparable position for which they are certified and highly qualified.

B. TRANSFERS [Reference DUSD Policy 7.41]

1. Definitions
   a. Vacancy – Any new positions and any openings in current non-administrative, certificated positions which the District has decided to fill.
   b. Transfer – Transfer policy and procedure is established by Board policy and administrative regulation. Generally, it is the movement of a teacher to a different grade level (K-8) or subject area (9-12), a transfer within the current school site or the movement of a teacher to a different school site.
   c. Transfers may be involuntary or voluntary, and may be accomplished in the following ways:
      1. mutual agreement among teachers and principals,
      2. involuntary placement for an opening; or
      3. interviewing for a posting.

Transfer and/or assignment change of certificated staff in schools/departments of the District is encouraged whenever opportunities for such change occur due to the opening of a new school/department, or when vacancies become available within existing schools/departments.

Procedures used for voluntary transfer and/or assignment change assure that District employees will be given the opportunity to be considered for similar position openings within the District for which they are qualified, and for which a request for voluntary transfer or assignment change is made.

Procedures used for involuntary transfer and/or assignment change assure that the best interests of the District are foremost in providing the most effective and efficient operation of the District.

Involuntary transfer and/or assignment change may occur at any time, at the discretion of the Superintendent and/or the designated administrative representative, when such transfer and/or assignment change is deemed to be in the best interests of the District.

For all transfer and/or assignment changes, whether voluntary or involuntary, the employee's area of competence and quality of job performance, certification, highly qualified status in the field of study/training, and needs of the District will be taken into consideration when final decisions are made.

d. Unassigned – A teacher becomes unassigned when the position they are currently assigned is eliminated for the current or following school year.

e. Interim – A teacher whose contract begins on or after the 92nd day of student attendance and is contracted through the end of the current school year with no contractual obligation by the District for the following school year.

2. Notification of Vacancies: Notification shall take place in accordance with District Board policy and regulation.

3. Involuntary Transfers
   a. Involuntary transfers may occur to relieve overstaffing (also referred to as unassigned) to fulfill critical needs, to accommodate program changes and for other justifiable reasons deemed to be in the best interest of the District.
   b. A teacher being involuntarily transferred shall not have their compensation reduced as a result of the involuntary transfer. With the teacher's agreement, the teacher may be transferred to a position not equivalent to the teacher's previous position.

4 Involuntary Transfer Selection Procedures
   a. Prior to making any involuntary transfers, the District shall seek volunteers by sending a notice to all teachers stating the areas of unassigned (grade, subject and school) and listing all vacancies.
   b. When an involuntary transfer is necessary, seniority shall govern unless a teacher's area of competency, major or minor field of study, and other relevant factors, including but not limited to, state, local, and federal laws, and rules and regulations will significantly impact the educational program. If such relevant
factors exist and significantly impact the educational program, the principal may transfer the next least senior teacher. The principal shall in all cases act in good faith. If the teacher selected by the principal to be involuntarily transferred is not the least senior teacher and is otherwise equally qualified, the teacher declared unassigned has the right to initiate the grievance policy.

5. Mid-year Voluntary Transfers
   a. A teacher may submit a request for transfer at any time, whether or not a vacancy exists.
   b. A request to transfer will not be granted if the teacher has been under a Performance Improvement Agreement (PIA) for classroom deficiencies during the current year unless the teacher’s current supervisor agrees and the principal desiring to grant the transfer request agrees to continue the PIA until the areas requiring improvement have been completed.
   c. From May 1 through the following academic school year, teachers will not be able to transfer from their assigned position unless mutually agreeable to the teacher involved and the principal(s) and approved by the Superintendent.

6. Teachers Returning From Leave
   a. If a teacher goes on leave on or after the 91st day of school for less than one (1) school calendar year, then the returning teacher shall go back to the position that he/she held at the beginning of the leave as though he/she had not been on leave.
   b. If a teacher goes on leave and the position that teacher held no longer exists when he/she returns from leave, or was filled by another teacher at the time he/she went on leave, then the teacher returning from leave shall be accorded all of the rights and privileges that are offered any other teacher. Specifically, the teacher will be afforded the opportunity to participate in the transfer process (7.41-R, Appendix A).
   c. Notwithstanding the foregoing, any teacher utilizing Family and Medical Leave shall be afforded all rights as provided by law.

VIII. GRIEVANCE PROCEDURE [Reference DUSD Policy 7.17]

A. DEFINITIONS
   1. A grievance is a claim upon an employee’s belief that there has been a violation, misinterpretation or misapplication of the provisions of this MOU or established Board Policy governing or affecting the employee. The grievance procedure shall not apply to any matter which is prescribed by law, by state regulations, or over which the Board is without power to act.
   2. An “aggrieved person” is a teacher or group of teachers asserting a grievance.
   3. A “party in interest” is the person or persons making the grievance or any person(s) who might be required to take action or against whom action might be taken in order to resolve the grievance.
   4. The term “days” when used in this instrument shall mean working school days.
   5. The word “Superintendent” shall mean the Superintendent or any person designated by him/her to act in his/her behalf.

B. PURPOSES
   1. As problems arise, good morale is maintained by the sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure at the lowest level equitable solutions to the problems, which may arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate to any level of the procedure.
   2. Nothing contained herein will be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted, provided the adjustment is consistent with provisions of this MOU or established Board Policy. The Association shall have the opportunity to be present and to state its views at any level in a formal grievance procedure at the request of the teacher or with the approval of the teacher.

C. GENERAL PROCEDURES
   1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, time being made of the essence herein, and every effort should be made to expedite the process in less than maximum times set. The time limit specified may be extended by mutual agreement in writing between the grievant and the appropriate level administrator.
   2. In the event a grievance is filed on or after termination of the school year, which if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be completed before the end of the school term or as soon thereafter as is practicable.
3. In the event a grievance is filed so that sufficient time as stipulated at any level of the procedure cannot be provided before the last day of school, notwithstanding the provision set forth in VIII.C.2. of the Article, and should it be necessary to pursue the grievance to higher levels of appeal, said grievance shall be resolved in the new school term in August according to the terms of this policy, unless the parties mutually agree to proceed to settlement without delay.

4. The Association President will chair the Association grievance committee and appoint its members. The Association shall provide notice of the designation of grievance representatives no later than the first week of the school year to the Assistant Superintendent for Employee and Public Relations and appropriate administrators. If the designation changes, the Association shall provide notice of the newly designated grievance representative within one week of appointment. Such notice shall include telephone numbers at which the designated representative may be reached and an alternate grievance representative who may be contacted if the designated grievance representative is unavailable or cannot be reached within one working day.

D. INITIATION AND PROCESSING

All grievances will be treated as priority items and will be resolved at the earliest possible time.

E. INFORMAL PROCEDURE

If a teacher(s) feels that he/she has a grievance he/she must first discuss it with the principal, either individually or through the Association's grievance representative, or accompanied by the grievance representative, in an effort to resolve the problem informally. If the problem is not resolved through the discussion, the teacher or Association representatives shall indicate to the administrator that such discussion shall constitute the informal level. If satisfaction is obtained after the informal discussion, and if the same grievance reoccurs after the ten (10)-day limit, the grievance shall proceed to Level One automatically.

F. FORMAL PROCEDURE

1. Level One – School Principal or Immediate Supervisor
   a. If an aggrieved person(s) is not satisfied with the outcome of the informal procedure, he/she may file a written grievance within the five (5) working days following the administrator's informal decision. The written grievance shall be submitted to the principal or appropriate administrator. Information copies are to be sent by the aggrieved party to the grievance representative of the Association and to the Assistant Superintendent for Employee and Public Relations. If the same grievance reoccurs, the grievance shall proceed to Level Two automatically.
   b. The aggrieved person(s) or the principal may request a conference prior to the rendering of the decision. The teacher may: 1) discuss the grievance personally, 2) request that an Association grievance representative accompany him/her, or 3) request that an Association grievance representative act on his/her behalf. Any request that an Association grievance representative act on the teacher's behalf without the teacher's presence must be made in writing and presented to the principal at the time of the conference.
   c. The principal or other appropriate administrator within ten (10) working days after receipt of the grievance or within five (5) working days after the personal conference (whichever is later), shall render a written decision to the aggrieved person(s) with a copy to the grievance representative of the Association and the Assistant Superintendent for Employee and Public Relations.

2. Level Two - Mediation
   a. If the aggrieved person(s) is not satisfied with the decision at Formal Level One, mediation may be requested within ten (10) working days after the Level One decision is received. The appropriate Assistant Superintendent, or designee, and an Association Representative from the Association shall meet with all parties to mediate a solution.
   b. The appropriate Assistant Superintendent, or designee, will receive for review any documentation provided by both parties five (5) days prior to mediation. Mediation shall be scheduled within ten (10) days of the request.

3. Level Three – Superintendent of Schools
   a. If Level Two mediation was unsuccessful, an aggrieved person(s) may, within five (5) working days after the final Level Two Mediation session, file his/her grievance with the Superintendent.
   b. The Superintendent shall schedule a meeting to take place within ten (10) working days from the receipt of the written grievance from the aggrieved person(s) with the purpose of resolving the grievance. Persons entitled to take part in this meeting shall be:
      i. A maximum of two (2) administrators designated by the Superintendent, who may include himself/herself as one (1) of the two (2). If the Superintendent does not include himself/herself as one (1), then a Cabinet Level Administrator will be appointed as one (1) of the two (2).
ii. A maximum of two (2) Association representatives which may include an AEA Representative.
iii. The principal or appropriate administrator who was involved at Level One.
iv. The aggrieved person(s). These persons shall be given five (5) days notice in writing of the time and place of the meeting.
c. The Superintendent shall within five (5) days after this meeting, render his/her decision in writing to the aggrieved person, the principal, or appropriate administrator, and the Association.

4. Level Four - Hearing Officer

Only those grievances that contest the imposition of disciplinary action may be appealed to a Hearing Officer who shall make a recommended decision to the Board. This provision does not apply to disciplinary action consisting of a suspension of more than ten (10) days or dismissal. [Appeal of any disciplinary action consisting of a suspension of more than ten (10) days or dismissal is governed by Arizona statutes.]

a. If an aggrieved person(s) is not satisfied with the Superintendent’s decision concerning his/her grievance at Level Three, he/she may, within ten (10) working days from the receipt of the Superintendent’s decision, file his/her grievance appeal with the Assistant Superintendent for Employee and Public Relations.
b. The Assistant Superintendent for Employee and Public Relations and the Association shall meet to select a Hearing Officer who shall hear the appeal.
c. The Hearing Officer shall conduct a hearing utilizing commonly accepted procedural rules for administrative hearings and the Hearing Officer shall issue a recommended decision to the Board within thirty (30) days of the hearing.
d. The Board shall decide whether to accept or reject the recommended decision of the Hearing Officer and the Board shall determine the appropriate level of discipline, if any, in the matter.

G. INITIATION OF GROUP GRIEVANCES

1. Where teachers in more than one (1) school have a common grievance, the Association, upon their request, may initiate a group grievance in their behalf. In such cases, a written grievance shall be filed with the Superintendent as described in Section VIII.F.2.b., and information copies of the grievance shall be sent simultaneously to the principals of the employees involved.

2. The procedure for the group grievance shall then follow the steps as described above at Level Two and Three, if necessary.

H. THE ASSOCIATION AS A PARTY IN INTEREST

When an aggrieved teacher declines to pursue his/her remedies either informally or formally, and when the Association deems that the grievance is one that has great importance or serious implications for members of the Association as a group, the Association may initiate proceedings to pursue a settlement of the grievance for that teacher. However, the teacher may be requested to attend the hearing as a resource to the proceedings. The Association as herein described shall have all the rights, privileges, and defenses as the party for whom it is substituting would have had.

I. GENERAL PROVISIONS

1. Reprisals shall not be taken against any teacher, any party in interest, and Association representative or any other participant in the grievance procedure by reason of such participation.

2. The filing or pendency of any grievance under the provisions of this MOU shall in no way operate to impede, delay or interfere with the rights of the Board to take the action complained of, subject, however, to the final decision on the grievance.

3. The Association shall have the right to be present to state its views at all stages of the grievance procedure. Any employee may choose to be represented by a person(s) or his/her choosing at any level of the grievance procedure.

4. Failure at any step in this procedure to communicate decisions in writing as called for on a grievance within the specified time limits shall permit the grievance to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and there shall be no further right to appeal.

5. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

6. If any member of the Association’s grievance committee is a party in interest to any grievance, he/she shall not serve as the Association’s grievance representative at processing of such grievance.

7. The Board and the Administration will cooperate with the Association in its investigation of any grievance, and further, will furnish the Association with such information as is requested, other than privileged information,
for the processing of any grievance within five (5) working days of the request provided such information is available in the form requested.

8. Any grievance shall not be recognized by the Board or the Association unless it shall have been presented to the appropriate level within thirty (30) days of the time the aggrieved person(s) knew, or should have known, of the act or condition on which the grievance is based, and if not so presented, the grievance shall be considered as waived.

9. A grievance may be withdrawn at any level without prejudice or record. It cannot be reopened so long as the Association and the aggrieved person(s) have agreed to the withdrawal.

10. All sessions held in connection with the processing of grievances shall be in closed sessions, and no news releases shall be made concerning the process of the hearing.

IX. EVALUATION SYSTEM [Reference DUSD Policy 7.43]

A. DURATION AND EVALUATION
The current Teacher Evaluation System shall not be changed for the duration of this MOU without notice to the Association and opportunity to discuss such changes. A joint committee equally comprised of Association and Board representatives will assess the effectiveness of the Evaluation System during the school year and make recommendation to the Board for change (if necessary) for the following school year. If requested by Association or Administration the joint committee will be established on or before April, and the committee’s recommendation shall be made to the Superintendent prior to August 1.

B. RIGHT TO REBUTTAL
The teacher evaluation system shall provide a method for the teacher to rebut a negative evaluation. The grievance procedure can be used for alleged violations of the evaluation procedures, but not for disagreement with the opinions of the evaluator.

X. DISCIPLINE AND PARENT COMPLAINTS

A. PARENTAL COMPLAINT PROCEDURE [Reference DUSD Policy KE]
1. The parent shall be encouraged to confer with the staff member involved concerning the complaint before initiating the following procedure.
2. If not satisfied with the outcome of that conference or if the parent refuses to confer with the staff member, the parent may obtain a statement of intent to pursue the matter through the Parental Complaint Procedure from the school office. (Informal communication between the parent and/or principal, and/or staff member is encouraged prior to Step 3.)
3. The immediate supervisor provides the parent with a copy of the Parental Complaint/Appeal Procedure and notifies the teacher of the pending complaint, if appropriate, prior to interviewing students or scheduling a meeting with the concerned parties. This meeting will occur within two (2) school days of the receipt of the intent form. A summary of the conference and proposed resolution will be written by the supervisor and made available to the involved parties within one (1) school day.
4. If the parent does not agree with the proposed resolution, then an appeal may be filed following the procedures outlined in the Parental Complaint/Appeal Procedure.
5. Notwithstanding the foregoing, the District may take appropriate action as required by federal and state law. Prior to taking such action, the District will confer with the affected staff member and the Association, if requested by the staff member.
6. Complaints regarding sponsors and coaches - Complaints regarding sponsors and coaches of student extracurricular activities and athletics are processed at the building level. The decision of the building principal is final.

B. DISCIPLINE OR REPRIMAND [Reference DUSD Policy 7.46]
1. Teachers are expected to comply with reasonable rules, regulations, and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Memorandum, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well being or is professionally demeaning.
2. The Association recognizes that abuse of sick leave or other leave, chronic tardiness or absence not protected by the Family Medical and Leave Act, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline shall be promptly reported to the offending teacher.
3. A teacher shall have the right to have an Association representative (or his/her designee) present when he/she is being warned, disciplined or reprimanded for serious infraction of rules or delinquency in professional performance (absent legally extenuating circumstances). The teacher shall be given sufficient notice including the subject of discussion. When a request for representation is made, no formal disciplinary action shall be taken with respect to the teacher until the representative or alternate representative is given a reasonable opportunity to be present. All written information forming the basis for the reprimand shall be made available to the teacher and the representative.

4. Teachers shall not be disciplined or reprimanded without just cause.

5. Teachers shall not be disciplined or reprimanded in the presence of students, parents, other employees (except his/her representative), or at public gatherings.

C. SUSPENSION OR DISMISSAL

1. The principal shall have the right to discuss possible infractions of school policy or regulations with a teacher at any time. Prior to any meeting with a teacher, the principal shall indicate the subject to be discussed. The teacher has the right to have an Association representative of their choice present, and if requested, the meeting shall not begin until the representative or alternate representative is given a reasonable opportunity to be present. Both parties shall make every effort to schedule the meeting in a timely manner.

2. Nothing in this MOU shall interfere with the right of the Board to terminate a non-continuing teacher. Termination of a non-continuing teacher is not subject to the grievance procedure. Dismissal or suspension from duty is subject to the provisions of the school laws of Arizona and the policies of the Board. Non-continuing teachers who do not show evidence of sufficient professional growth or promise may be non-renewed.

3. The Board or the Superintendent shall, in cases where notice of non-renewal or termination is given, state in the notice the reasons for the non-renewal or termination.

4. Teachers may be terminated only in the manner prescribed by law.

5. Probationary teachers who receive notification of nonrenewal of their contract shall be entitled to a conference with the Assistant Superintendent for Employee and Public Relations. This conference must be requested within ten (10) working days of the receipt of the non-renewal notice and be held within ten (10) working days of the request. The teacher has the right to have up to three (3) Association representatives present at the conference.
AGENDA ITEM:  *Revision of the District School Calendar for the 2013-2014 School Year

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

Cost: N/A  Funding Source: N/A

EXECUTIVE SUMMARY:

The administration is recommending revision of the District School Calendar for the 2013-2014 school year. The revision reflects a change from a full-day to a half-day for all high schools on May 20, 2014. This half-day schedule will allow all high school teachers to attend the graduation ceremonies.

A copy of the proposed calendar revision is attached for review.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve revision of the District School Calendar for the 2013-2014 school year as presented.
Dysart Unified School District No. 89
2013-2014 CALENDAR

First Day for Students  August 5
Labor Day  September 2
K-8 Parent/Teacher Conferences  Oct. 10-11 [1/2 days K-8]
K-8 Report Cards Issued  October 11
Fall Break  October 14-18
Columbus Day  Oct. 14 [part of Fall Break]
Veterans Day  November 11
Thanksgiving Recess  November 27-29
High School Final Exams  Dec. 18-19 [1/2 days HS]
Early Release  Dec. 19 [1/2 days K-8]
Semester Break (no school)  December 20
Winter Break  Dec. 23–Jan. 3
School Resumes  January 6
K-8 Report Cards Issued  January 10
Martin Luther King Jr. Day  January 20
100th Day  January 21
President's Day  February 17
Spring Break  March 10-14
Spring Holiday  March 14
K-8 Parent/Teacher Conferences  March 20-21 [1/2 days K-8]
K-8 Report Cards Issued  March 21
No School/Staff Development  April 18
Graduation Day  May 20 (1/2 day HS)
High School Final Exams  May 21-22 [1/2 days HS]
Last Day for Students  May 22 (1/2 day K-8)
K-8 Quarters End/Days  December 19  89 days
HS Semesters End/Days  May 22  91 days

Students are dismissed early every Monday beginning Aug. 12 to provide time for teacher professional development.

Revised June __, 2013
AGENDA ITEM: *Arizona Online Charter School Student Participation in District Athletics and Activities

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

Cost: N/A Funding Source: N/A

EXECUTIVE SUMMARY:

The Arizona Interscholastic Association adopted a new bylaw beginning 2011-2012 requiring member schools’ Governing Boards to annually determine if it will permit participation of online charter school students in district interscholastic athletics and activities. Students must live within the attendance zone of the member school and all other AIA eligibility requirements would apply.

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

BOARD ACTION REQUESTED:

It is recommended the Governing Board not permit online charter school students, except Dysart’s iSchool, to try out for interscholastic athletics and activities for the 2013-2014 school year.
Dysart Unified School District

June 19, 2013

Governing Board Meeting

"Exceeding standards, future ready"

GOVERNING BOARD ITEM


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

Cost: ___________________ Funding Source: Grants, IDEA

EXECUTIVE SUMMARY:

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

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve personnel actions for June 5, 2013 through June 19, 2013 as presented.

SUBMITTED BY: ___________________ SUPERINTENDENT: ___________________

ACTION BY BOARD: Motion: ______ Second: ______ Vote: ______ AGENDA ITEM: 10
NEW HIRE

CERTIFIED STAFF

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alejos, Guadalupe</td>
<td>Teacher</td>
</tr>
<tr>
<td>Andersen, Michiko</td>
<td>Teacher</td>
</tr>
<tr>
<td>Betts, Sharon</td>
<td>Teacher</td>
</tr>
<tr>
<td>Boore, Danielle</td>
<td>Psychologist</td>
</tr>
<tr>
<td>Burnett, Carmen</td>
<td>Teacher</td>
</tr>
<tr>
<td>Centeno, Moises</td>
<td>Teacher</td>
</tr>
<tr>
<td>Depascale, Krystal</td>
<td>Teacher</td>
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<tr>
<td>Flies, Paul</td>
<td>Teacher</td>
</tr>
<tr>
<td>Franklin, Brittany</td>
<td>Teacher</td>
</tr>
<tr>
<td>Gage, Neal</td>
<td>Teacher</td>
</tr>
<tr>
<td>Gohn, John</td>
<td>Teacher</td>
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<tr>
<td>Good, Jenny</td>
<td>Teacher</td>
</tr>
<tr>
<td>Hain, Chelsea</td>
<td>Teacher</td>
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<tr>
<td>Harrison, Lindsey</td>
<td>Teacher</td>
</tr>
<tr>
<td>Hicks, Aaron</td>
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<tr>
<td>Ingles, Tausha</td>
<td>Teacher</td>
</tr>
<tr>
<td>Knisley, Nicole</td>
<td>Teacher</td>
</tr>
<tr>
<td>Kramer, Jill</td>
<td>Teacher</td>
</tr>
<tr>
<td>Luft, Danielle</td>
<td>Teacher</td>
</tr>
<tr>
<td>Mendoza, Sara</td>
<td>Teacher</td>
</tr>
<tr>
<td>Miles, Robin</td>
<td>Teacher</td>
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<tr>
<td>Moore, Cady</td>
<td>Teacher</td>
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<tr>
<td>Norwood, Ashley</td>
<td>Teacher</td>
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<tr>
<td>Offi, Cheryl</td>
<td>Teacher</td>
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<tr>
<td>Phillips, Lindsey</td>
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<tr>
<td>Pinon, Janelle</td>
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<tr>
<td>Porell, Barbara</td>
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<tr>
<td>Ramirez, Stephanie</td>
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<tr>
<td>Shoop, Andrea</td>
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<tr>
<td>Singer, Patty</td>
<td>Teacher</td>
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<tr>
<td>Spiller, Jody</td>
<td>Teacher</td>
</tr>
<tr>
<td>St. Germain, Heather</td>
<td>Teacher</td>
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<tr>
<td>Travis, Diondre</td>
<td>Teacher</td>
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<tr>
<td>Underwood, Derek</td>
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</tr>
<tr>
<td>Walker, Amanda</td>
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</tr>
<tr>
<td>Wendt, Lauren</td>
<td>Teacher</td>
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</table>
CLASSIFIED STAFF

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Farrar, Raye</td>
<td>Bus Driver Trainee</td>
</tr>
</tbody>
</table>

SUBSTITUTE TEACHERS

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

Arnold, Deborah  
Barter, Susan  
Beck, Justin  
Beck, Laura  
Bergner, Leah  
Boettcher, Marci  
Brosius, Astrid  
Camiolo, Donna  
Conn, Diane  
Crooks, Petra  
Davidson, Jamie  
Fadden, Kristen  
Fajardo, Elsa  
Fink, Constance  
Ford, Sheila  
Frost, Derinda  
Garrett, Leonilda  
Goodman, Lidia  
Green, Stephanie  
Griffin, Mindy  
Griffiths, Susan  
Grimstad, Charlotte  
Hagenbush, Valerie  
Hancock, Jeffrey  
Hodge, Kara  
Kelly-Hernandez, Patrick  
Labovick, Karen  
Lee, Lynn  
Leon, Deanna  
Lindsey, Noemi  
Long, Vickie  
Luna, Jennifer  
Mangin, Angela  
McKenna, Maureen  
Pantoja, Melissa  
Province, Constance  
Richey, Patricia  
Rundle, Jennifer  
Scott, Stacy  
Skidmore, Michael  
Smith, Heather  
Spence, Catherine  
Stangler, Justin  
Sudinski, Lynne  
Taylor, Robin  
Teeter, Sarah  
Wasserbauer, Diedrich  
Wiles, Catherine

CLASSIFIED SUBSTITUTE STAFF

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

Taylor, Robin  
Torkelson, Luann  
Yates, Jessica

RESIGNATION

ADMINISTRATIVE STAFF

<table>
<thead>
<tr>
<th>NAME</th>
<th>REASON</th>
<th>EFFECTIVE</th>
</tr>
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<tbody>
<tr>
<td>Rodriguez, Marcie</td>
<td>Professional Advancement/Administration Supports Waiver of Liquidated Damages</td>
<td>06/30/2013</td>
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</table>

CERTIFIED STAFF

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<th>NAME</th>
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<th>EFFECTIVE</th>
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<tbody>
<tr>
<td>Campbell, Jillian</td>
<td>Relocation/Administration Supports Waiver of Liquidated Damages</td>
<td>06/05/2013</td>
</tr>
<tr>
<td>Duncan, lan</td>
<td>Relocation/Administration Supports Waiver of Liquidated Damages</td>
<td>06/10/2013</td>
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### June 19, 2013 Governing Board Meeting

#### Relocation/Administration Supports

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<th>Name</th>
<th>Reason</th>
<th>Effective Date</th>
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<tbody>
<tr>
<td>Duncan, Jeanie</td>
<td>Waiver of Liquidated Damages</td>
<td>06/10/2013</td>
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<tr>
<td>Jones, Jaimi</td>
<td>Waiver of Liquidated Damages</td>
<td>06/10/2013</td>
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<tr>
<td>Perez, Randall</td>
<td>Waiver of Liquidated Damages</td>
<td>06/10/2013</td>
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<tr>
<td>Saenz, Andrew</td>
<td>Waiver of Liquidated Damages</td>
<td>06/13/2013</td>
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### CLASSIFIED STAFF

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<tr>
<td>Bertholf, Millettea</td>
<td>Other Employment</td>
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<tr>
<td>Brigham, Marcia</td>
<td>Relocation</td>
<td>05/24/2013</td>
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<tr>
<td>Harris, Kianna</td>
<td>Personal</td>
<td>05/23/2013</td>
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<tr>
<td>Wright, Kayleigh</td>
<td>Personal</td>
<td>05/31/2013</td>
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### SUPPLEMENTAL COMPENSATION

Staff will be paid per MOU for Teaching and Tutoring.

- Arias, Nadine
- Banks, Jacqueline
- Becko, Ashley
- Bohon, Robert
- Brown, Christopher
- Brown, Zachary
- Cardon, Enrique
- Carleton, Kevin
- Carson, Ivory
- Christie, Denise
- Christoffel, Jacqueline
- Crow, Ross
- Dancer, Jennifer
- Draeger, Josephine
- Garcia, Christina
- Gonzalez, Ivan
- Guthrie, Mark
- Hart, Barbara
- Herrington, Kristy
- Huth, Catt
- Kaylor, Sara
- Larsen, Thomas
- Leblanc, Michael
- Lukkason, Christina
- Malagon, Marco
- Miller, Cathi
- Morrow, Shad
- Noble-Stuart, Latina
- Sciame, Michelle
- Stanfield, Bentley
- Sue, Jessica
- Trezzo, Steven
- Triolo, Tom
- Ulatowski, Emily
- Vazquez, Raymond

Staff will be paid per MOU for Curriculum Writing.

- Adame, Jeremy
- Allen, Angela
- America, Dorothy
- Aranda, Martha
- Arias, Nadine
- Badsgard, Randall
- Ballou, Amanda
- Baratta, Robert
- Barkley, Sarah
- Barndt, Maureen
- Beard, David
- Beck, April
- Becko, Ashley
- Bedene, Gina
- Behling, Erin
- Bell, Matthew
- Bennett, Erich
- Bennett, Melissa
- Bergeron, Colleen
- Bernard, Kamyle
- Beuthin, Kevin
- Bishop, Rene
- Bohon, Michelle
- Bohon, Robert
- Bolitho, Jonathan
- Boltjes, Rebecca
- Bond, Christine
- Braden, Amy
- Briggs, Leslee
- Brigham, Prescott
- Brisen, Jana
- Broadwater, Christa
- Broughton II, Jack
- Brown, Christopher
- Brown, Daniel
- Brown, Zachary
- Bruene, Patricia
- Brussman, Janet
- Burnett, Craig
Sears, Becky
Sears, Bryan
Sjolander, Ashley
Smith, Tiffany
Stanfield, Bentley
Stanley, Melinda
Sue, Jessica
Sullivan, Patricia
Swearingen, Rian
Tenney, Daniel
Thompson, Jessica
Tofan, Angela
Tokhi, Sulaiman
Triolo, Tom
Truitt, Nicole
Tshivhase, Brandi
Tunney, Kimberly
Tuner, Ellen
Vazquez, Raymond
Villena, Breanna
Vitacco, Alicia
Wagher, Elizabeth
Wagher, Kelley
Wolcott, Christine
Wolff, Bryce
Woods, Kurt
Wright, Alvin
Young, Erin
Zinter, April

Staff will be paid for Additional Hours Classified.

Adamoli, Rebecca
Arroyo, Gina
Bailey, Kimberly
Edwards, Leandra
Flynn, Kerry
Goodwin, Sharon
Hall, Denise
Holland, Deborah
Isrow, Dawn
Johnson, Elizabeth
Juarez, Elizabeth
Klemmetson, Sherrie
Law, Leanne
Montes, Marla
Netser, Christine
Pieratt, Lorrie
Reynolds, Michelle
Roberson, Matthew
Ross, Jerilyn
Umbower, Lynn

Staff will be paid per MOU for Additional Hours Certified.

Grosstick, Jennifer

Staff will be paid for Additional Days.

Becko, Ashley
Bohon, Michelle
Brekke, Melissa
Chagolla, Monica
Chura, Joseph
Clark, Henry
Delutio, Nicole
Di Nello, Jennifer
Kelley, Leon
Larsen, Thomas
Lininger, Heather
Miller, Cathy
Palombo, Leslie
Pluhar, Emil
Rasset, Katie

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

Brachmann, Adam
Brooks, Janelle
Encarnacion, Maria
Grubb, Nicole
Malasnik, Jaylyn
McKinney, Aubree
Mikos, Amy
Moreno-Perla, Elizabeth
Perla, Juan
Smith, Sarah
Virgil, Miranda

Staff will be paid per MOU for High School Activities.

Bennett, Eric
Blue, Marvin
Brown, Christina
Edic, Shane
Flesher, William
Fussell, Mollie
Heinrich, James
McTague, Amy
Moore, Rodney
Olligny, Sandra
Palombo, Leslie
Piper, Geri
Portela, Melissa
Quaranto, Keith
Sloan, Tabitha
Thomas, William
Walker, Michael
West Jr., Ronnie
Woods, Kurt
Staff will be paid per MOU for K-8 Athletics Spring.

Stevenson, Sarah

Staff will be paid per MOU AIA State Playoffs Coach.

| Atchley, Jamie | Garrett, Andrew | Ostrus, David |
| Bloom, Benton  | Gonzales, Carlos | Taylor, Celeste |
| Briggs, Leslee | Jones, Robert    | Walker II, Willie |
| Carson, Ivory  | Kitchen, Robert  | Winterholler, Gary |
| Clark, Lisa    | Milobar, Rebecca |               |
| Gainey, Katye  | Morrison, Cara   |               |

Staff will be paid through Community Education for Childcare Camp Aide.

| Abeyta, Rochelle | Mabe, Laura | Sudberry, Daniqueka |
| Alcalá, Yahzid   | Raven, Valerie |               |
| Edwards, Emma   | Studer, Krystle |               |

Staff will be paid for Boys Athletic Conditioning.

| Sekoch, Joshua | Wolcott, Bryce |
| Tremble, Greg  | Tipton, Enrico |

Staff will be paid for Girls Athletic Conditioning.

| Milobar, Rebecca | Paine, Katelynn | Leon, Joshua |
| Lee, Tonya      | Ferris, Sarah   | Braden, John |
| Matakas, Rachel | Ward, Jason     | Bjerkestrand |

Support Staff will be paid for Summer School 13.

| Torres, Mellissa | Guerrero, Angela | Penna, Frank |
| Klemmseton, Michael | Harris, Dana       | Robinson, Charles |
| Belser, Carolyn  | Harris, James      | Roemen, Eileen  |
| Bender, Ronald   | Henderson, Lorrie  | Rosplochowski, Theodore |
| Booth, Warren    | Holland, Jamee     | Salazar, Rita   |
| Boring, Lisa     | Huff, Shawn        | Sanchez, Ricardo |
| Bradley-Soliz, Patricia | Judd, Vickie    | Sandate, Rogelio |
| Breit, Darlene   | Kaylor, John C     | Schwindt, Crystal |
| Broich, Justin   | Kottmann, Ute      | Settle, Guadalupe |
| Carranza, Teresa | La Terra, Russell  | Squire, Carol   |
| China, Paola     | Latschar, Jerry    | Van Slyke, Gary |
| Cimbrara, Rebecca | Macias, Lupe       | Vega, Gina      |
| Contreras, Maricruz | Magallanes, Miriam | Villafana, Juan |
| Cruz, Victor     | Martinez, Augustin | Wright, Joann   |
| Esquivel, Maria  | Matta, Gloria      | Zeman, Carl     |
| Fitzgerald, Saundra | Miller, Ashley    | Cano, Elvira    |
| Gallegos, Elvira | Moser, Benjamin    | Camacho, Rosamaria |
| Gallo, Janell    | Nelson, Toni       | Osburn, Tricia  |
| Gonzales, Diana  | Nyitray, Kristina  | Cluney, Linda   |
| Gonzalez, Cynthia | Ortiz, Luis        |               |
### Staff will be paid for Summer School ELL.

<table>
<thead>
<tr>
<th>Garza, Guadalupe</th>
<th>Ramirez, Ysella</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chavez, Esmeralda</td>
<td>Vosgier, Melody</td>
</tr>
</tbody>
</table>

### Staff will be paid through Transportation for Summer School 13 Yard Work.

<table>
<thead>
<tr>
<th>Anderlohr, Mary</th>
<th>Moore, Frank</th>
</tr>
</thead>
<tbody>
<tr>
<td>Groome, Gina</td>
<td>Olmscheid, Karen</td>
</tr>
<tr>
<td>Kidd, Yolinda</td>
<td>Pacheco, Katherine</td>
</tr>
<tr>
<td>Merlos, Melvin</td>
<td>Powell, John</td>
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### Staff will be paid through Special Education for Summer Evals.

<table>
<thead>
<tr>
<th>Alavarado, Cecilia</th>
<th>Piano, Christi</th>
</tr>
</thead>
<tbody>
<tr>
<td>Etcheverry, Austine</td>
<td>Rojos, Sylvia</td>
</tr>
<tr>
<td></td>
<td>Soto-Trinidad, Celines</td>
</tr>
</tbody>
</table>

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

| Bolitho, Jonathan | Flores, Kayla |

### Staff will be paid per MOU for Conducting a Staff Development Class.

<table>
<thead>
<tr>
<th>Addabbo, Cheryl</th>
<th>Martin, Amy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dennis, Monica</td>
<td>Moon Dyke, Alyssa</td>
</tr>
<tr>
<td>Harrigan, Sharon</td>
<td>Petersen, Brenda</td>
</tr>
<tr>
<td></td>
<td>Rich, Taylor</td>
</tr>
</tbody>
</table>

### Staff will be paid per MOU for Special Education Instructional Coach Additional Days.

| Bedolla, Torrie   | Kramer, Amilee |

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

| Fellow, Jan       | Long, Matthew |

---

June 19, 2013 Governing Board Meeting

Staff will be paid for Summer School ELL.

Garza, Guadalupe
Chavez, Esmeralda

Staff will be paid through Transportation for Summer School 13 Yard Work.

Anderlohr, Mary
Groome, Gina
Kidd, Yolinda
Merlos, Melvin

Staff will be paid through Special Education for Summer Evals.

Alavarado, Cecilia
Etcheverry, Austine

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

Bolitho, Jonathan

Staff will be paid per MOU for Conducting a Staff Development Class.

Addabbo, Cheryl
Dennis, Monica
Harrigan, Sharon

Staff will be paid per MOU for Special Education Instructional Coach Additional Days.

Bedolla, Torrie

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

Fellow, Jan
AGENDA ITEM: Recommendation for Approval of Additional Positions for the 2013-2014 School Year

EXECUTIVE SUMMARY:

This agenda item provides a recommendation for additional positions for the 2013-2014 school year.

Previously, information was provided to the Board about district-level reorganizing, repurposing and in some cases eliminations in staffing. The work on that reorganization continues with the identification of needed positions. No requested position will add to the bottom line of the budget but rather will come from the savings in salaries experienced from the restructuring previously proposed.

Administration recommends adding the position of Lead Nurse. A copy of the job description is attached for Governing Board review.

Administration recommends adding a 1.0 FTE Instructional Assistant at the Sundown Alternative Program.

Administration recommends adding a 1.0 FTE Behavior Coach.

Administration recommends the position of Payroll Benefits Accountant, previously assigned to the Business Services Department, be eliminated and replaced with an additional 1.0 FTE Benefits Specialist assigned to the Human Resources Department. There would be a minimal budget increase in the cost of adding this position, but savings provided through our reorganization is more than adequate to cover that cost.

The attached document lists the positions recommended for addition and elimination.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve additional positions for the 2013-2014 school year as presented.
## District M & O Positions

<table>
<thead>
<tr>
<th>New Positions</th>
<th>Eliminated or Not Filled Positions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benefits Specialist (HR)</td>
<td>Payroll Benefits Accountant (Business Services)</td>
</tr>
<tr>
<td>Lead Nurse</td>
<td>Regional Nurse</td>
</tr>
<tr>
<td>Instructional Assistant (Sundown)</td>
<td>Regional Nurse</td>
</tr>
<tr>
<td>Behavior Coach</td>
<td>SPED Resource - Preschool</td>
</tr>
</tbody>
</table>
# JOB DESCRIPTION – LEAD NURSE

<table>
<thead>
<tr>
<th>TITLE</th>
<th>Lead Nurse</th>
<th>REPORTS TO</th>
<th>Director of Exceptional Student Services</th>
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<tbody>
<tr>
<td>FLSA STATUS</td>
<td>Exempt</td>
<td>SUPERVISES</td>
<td>Does not supervise</td>
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<tr>
<td>WORK CALENDAR</td>
<td>197</td>
<td>FTE</td>
<td>1.0</td>
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<tr>
<td>GRADE</td>
<td>Certified Salary Schedule</td>
<td>HOURS PER DAY</td>
<td>N/A</td>
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<tr>
<td>APPROVED</td>
<td></td>
<td></td>
<td>REVISED</td>
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</tbody>
</table>

**SUMMARY:**
To enhance the educational opportunities for each district student by improving the health status of the student and minimizing absence due to illness and create a climate of health and well-being.

### ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Provides consultation and support to health care staff on policies and procedures of identification, health evaluations and case management with students

2. Facilitates professional development and training to health care and department staff

3. Coordinates and facilitates projects by prioritizing work and optimizing staffing in area of responsibility

4. Compiles, prepares and reports data in accordance with federal, state and district programs

5. Assists in the assessment, evaluation and effectiveness of current health and safety needs of students and staff

6. Assists staff with identifying and implementing programs to ensure a safe and sanitary learning environment

7. Establishes and maintains accurate and complete health records, including cumulative health records and emergency information for students and staff members

8. Assesses and evaluates the health and developmental status of students through health examinations and health screenings

9. Provides services in areas of first aid and emergency care procedures

10. Manages inventory through proper ordering and inventory management

11. Establishes and maintains good rapport with students, staff, employees, community members and vendors

12. Maintains a high level of ethical behavior and confidentiality

13. Other job related duties as assigned
KNOWLEDGE, SKILLS AND ABILITIES REQUIRED

To perform the job successfully, an individual must be able to perform each essential duty satisfactorily. The qualifications for this job description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education
1. School Nurse Certificate
2. Valid Arizona Registered Nurse (R.N.)

Experience
1. Four (4) years experience as an R.N.

Computer Skills
1. Demonstrated competency in computer applications such as Word, Excel, e-mail and typing

Communication Skills
1. Ability to read and interpret general documents such as employee handbooks and safety/training manuals
2. Ability to write general correspondence and speak effectively with others

Math Ability
1. Ability to add, subtract, multiply and divide in all units of measure using whole numbers, common fractions and decimals

Reasoning Ability
1. Ability to interpret assortment of instructions furnished in variable forms
2. Ability to apply reason to research and solve moderately complex issues with little or no assistance

Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

PHYSICAL DEMANDS

The physical demands described here are representatives of those that must be met by an employee to successfully perform the essential functions of this job.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, incumbent is frequently required to sit, talk, and hear. The employee occasionally will stand and walk. The employee is occasionally required to reach with hands and arms. Employee will frequently interact with the public and other staff members. Specific vision abilities required by this job include close vision. The incumbent must occasionally lift and/or move up to 100 pounds.

WORKING CONDITIONS

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

The information contained in this job description is for compliance with the American’s with Disabilities Act (ADA) and is not an exhaustive list of the duties performed by this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned.

The Dysart Unified School District is an Equal Employment Opportunity Employer in compliance with Title VI of the Civil Rights Act of 1964, Civil Rights Act Title VII of 1972, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) of 1990. Dysart Unified School District does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in employment or in any of its educational programs or in the provisions of benefits and services to students.
AGENDA ITEM:  *Request for Release from Contract – Certificated Staff – 2013-2014 School Year

EXECUTIVE SUMMARY:
Cecily Chang, counselor at Ashton Ranch and Countryside, requests to be released from her 2013-2014 contract.

The administration recommends the Governing Board release Ms. Chang from her 2013-2014 Certificated Employee Contract and assess liquidated damages in the amount of $2,500.00.

BOARD ACTION REQUESTED:
It is recommended the Governing Board release Cecily Chang from her 2013-2014 Certificated Employee Contract and assess liquidated damages in the amount of $2,500.00.

SUBMITTED BY:    SUPERINTENDENT:    ACTION BY BOARD:  Motion:  Second:  Vote:  AGENDA ITEM:
AGENDA ITEM: *Request for Release from Contract – Certificated Staff – 2013-2014 School Year

EXECUTIVE SUMMARY:
Kimberlee Donat, teacher at Thompson Ranch, requests to be released from her 2013-2014 contract.

The administration recommends the Governing Board release Ms. Donat from her 2013-2014 Certificated Employee Contract and assess liquidated damages in the amount of $2,500.00.

BOARD ACTION REQUESTED:
It is recommended the Governing Board release Kimberlee Donat from her 2013-2014 Certificated Employee Contract and assess liquidated damages in the amount of $2,500.00.
AGENDA ITEM:  *Request for Release from Contract – Certificated Staff – 2013-2014 School Year

EXECUTIVE SUMMARY:

Brandon Love, teacher at Valley Vista High School, requests to be released from his 2013-2014 contract.

The administration recommends the Governing Board release Mr. Love from his 2013-2014 Certificated Employee Contract and assess liquidated damages in the amount of $2,500.00.

BOARD ACTION REQUESTED:

It is recommended the Governing Board release Brandon Love from his 2013-2014 Certificated Employee Contract and assess liquidated damages in the amount of $2,500.00.
AGENDA ITEM: *Recommendation to Approve Revisions to the District Extracurricular/Supplemental Assignment/Contract Addenda Pay Schedule for the 2013-2014 School Year

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

Cost: N/A  Funding Source: N/A

EXECUTIVE SUMMARY:

Administration is recommending approval of revisions to the District Extracurricular/Supplemental Assignment/Contract Addenda Pay Schedule for the 2013-2014 school year. The revision shown in bold on page 2 adds an extracurricular assignment as Rachel’s Challenge Facilitator. The revision shown with a strikethrough on page 3 deletes the supplemental assignment of Lead Nurse.

A copy of revised schedule is attached for review and consideration.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve a revision to the District Extracurricular/Supplemental Assignment/Contract Addenda Pay Schedule for 2013-2014 as presented.

ACTION BY BOARD: Motion: ______ Second: ______ Vote: ______ AGENDA ITEM: 15
# EXTRACURRICULAR ASSIGNMENTS

<table>
<thead>
<tr>
<th>Position</th>
<th>Pay Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>HS Head Varsity Coach*</td>
<td>$3,890</td>
</tr>
<tr>
<td>HS Head Football Coach*</td>
<td>$5,185</td>
</tr>
<tr>
<td>Coaches* with 3 team responsibility as determined by AIA/available schedule. (i.e. Baseball, Basketball, Softball and Volleyball)</td>
<td>$4,535</td>
</tr>
<tr>
<td>HS Varsity Assistant Coach*</td>
<td>$2,915</td>
</tr>
<tr>
<td>Football Offensive and Defensive Coordinator</td>
<td>$3,890</td>
</tr>
<tr>
<td>HS Junior Varsity Coach*</td>
<td>$2,270</td>
</tr>
<tr>
<td>HS Freshman Coach*</td>
<td>$1,945</td>
</tr>
<tr>
<td>Additional Compensation for Athletic Play-offs – Paid coaches of varsity sports engaged in post-season Arizona Interscholastic Association State Play-offs will receive $150 per week stipend for practice and compensation. Head coaches and varsity assistants will be paid in sports for which the entire team qualified. For sports that qualify individuals, the head coach will be paid, and if four or more team members qualify, varsity assistants will be paid.</td>
<td>$150 per week</td>
</tr>
<tr>
<td>High School Activities*</td>
<td>$1,945</td>
</tr>
<tr>
<td>• Band</td>
<td>$1,945</td>
</tr>
<tr>
<td>• Chorus</td>
<td>$1,945</td>
</tr>
<tr>
<td>• Drama (2 plays per year)</td>
<td>$1,945</td>
</tr>
<tr>
<td>• Dance</td>
<td>$1,945</td>
</tr>
<tr>
<td>• Newspaper</td>
<td>$1,945</td>
</tr>
<tr>
<td>• Yearbook</td>
<td>$1,945</td>
</tr>
<tr>
<td>• Student Council</td>
<td>$1,945</td>
</tr>
<tr>
<td>• Skills USA</td>
<td>$1,945</td>
</tr>
<tr>
<td>• Skills USA Media</td>
<td>$1,945</td>
</tr>
<tr>
<td>• HOSA</td>
<td>$1,945</td>
</tr>
<tr>
<td>• DCA</td>
<td>$1,945</td>
</tr>
<tr>
<td>• FEA</td>
<td>$1,945</td>
</tr>
<tr>
<td>• FCCLA</td>
<td>$1,945</td>
</tr>
<tr>
<td>H.S. Team Leaders/Department Chairs*</td>
<td>$12,950</td>
</tr>
<tr>
<td>• English</td>
<td>$1,620</td>
</tr>
<tr>
<td>• Foreign Language</td>
<td>$1,620</td>
</tr>
<tr>
<td>• Math</td>
<td>$1,620</td>
</tr>
<tr>
<td>• Social Studies</td>
<td>$1,620</td>
</tr>
<tr>
<td>• Fine Arts</td>
<td>$1,620</td>
</tr>
<tr>
<td>• Science</td>
<td>$1,620</td>
</tr>
<tr>
<td>• Physical Education</td>
<td>$1,620</td>
</tr>
<tr>
<td>• Special Education</td>
<td>$1,620</td>
</tr>
<tr>
<td>• Career and Technical Education</td>
<td>$1,620</td>
</tr>
<tr>
<td>• Counseling</td>
<td>$1,620</td>
</tr>
</tbody>
</table>

Approved by Governing Board on 4/3/2013; Revised 6/7/2013.
## PAY SCHEDULE
### 2013-2014

<table>
<thead>
<tr>
<th>Role</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>HS Sophomore Class Sponsor *</td>
<td>$975</td>
</tr>
<tr>
<td>HS Freshman Class Sponsor*</td>
<td></td>
</tr>
<tr>
<td>Elementary Coach*</td>
<td></td>
</tr>
<tr>
<td>Additional teaching assignment (6th Section)</td>
<td>$35 per day</td>
</tr>
<tr>
<td>K-8 and DECC Grade Level Chairs* (maximum of ten per school to be determined by Principal and Faculty Advisory Committee. If no agreement is reached, five grade level chairs shall be established as follows: Kindergarten and 1st grade/2nd and 3rd grades/3rd, 4th and 5th grades/7th and 8th grades/Special Education and Special Areas). DECC will have one grade level chair representing the campus. Anything outside of this should be approved by the Assistant Superintendent for Employee and Public Relations.</td>
<td>$12,950</td>
</tr>
<tr>
<td>K-8 Activities:</td>
<td>$650</td>
</tr>
<tr>
<td>• Student Council</td>
<td></td>
</tr>
<tr>
<td>• Yearbook</td>
<td></td>
</tr>
<tr>
<td>K-8 Extended Day Special Approved Programs (Teaching or Tutoring in Principal-approved program. Prior approval from Principal required for payment.)</td>
<td>$22/hour</td>
</tr>
<tr>
<td>K-12 Rachel's Challenge Facilitator</td>
<td>$650</td>
</tr>
</tbody>
</table>

*High School & Elementary coaching addenda will be paid throughout the season for the assignment as determined by the Athletic Director with the Human Resources Department in consultation with the Payroll Department. Year-long assignments will be paid in two installments at the end of each semester. All other extracurricular assignments will be paid upon the completion of the assignment, provided appropriate verification has been received by the Payroll Department. In situations where an athletic season is ½ of the regular AIA season, as dictated by the AIA, the head coaching stipend will be prorated to reflect the length of the season.

## SUPPLEMENTAL ASSIGNMENTS – CERTIFIED
(WORK THAT OCCURS OUTSIDE OF PROFESSIONAL DAY OR CONTRACT DAYS)

<table>
<thead>
<tr>
<th>Role</th>
<th>Per diem</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Days (per work agreement or pre-approval from administration)</td>
<td>$22/hour</td>
</tr>
<tr>
<td>After School Coordinator</td>
<td>$22/hour</td>
</tr>
<tr>
<td>Staff Development Class</td>
<td>$22/hour</td>
</tr>
<tr>
<td>Curriculum Writing</td>
<td>$22/hour</td>
</tr>
<tr>
<td>Elemiddle Game Supervisor</td>
<td>$1,000/per season</td>
</tr>
<tr>
<td>Game Workers</td>
<td>$10/hour</td>
</tr>
<tr>
<td>Hearing Impaired Interpreter</td>
<td>Per hour based on per diem</td>
</tr>
<tr>
<td>Language Acquisition Mentor</td>
<td>$22/hour</td>
</tr>
<tr>
<td>Prep Class Coverage</td>
<td>$18 per instance</td>
</tr>
<tr>
<td>Translation</td>
<td>$22/hour</td>
</tr>
</tbody>
</table>

## SUPPLEMENTAL ASSIGNMENTS – ADDENDA

<table>
<thead>
<tr>
<th>Role</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>CTE Site Coordinator</td>
<td>$1,000</td>
</tr>
<tr>
<td>CTE Counselor</td>
<td>$1,000</td>
</tr>
<tr>
<td>CTSO Sponsor</td>
<td>$1,200</td>
</tr>
<tr>
<td>DECA Student Store Supervision</td>
<td>$1,200</td>
</tr>
<tr>
<td>DIBELS Site Coordinator</td>
<td>$750</td>
</tr>
<tr>
<td>e-IEP Pro Help Desk Liaison</td>
<td>$750</td>
</tr>
</tbody>
</table>

Approved by Governing Board on 4/3/2013; Revised 6/1/2013.
### ESY Coordinator
$3,000

### Gifted Specialist Stipend – Provisional Endorsement
$1,500

### Gifted Specialist Stipend – Standard Endorsement
$2,000

### Lead Adaptive Physical Education Teacher
$3,000

### Lead Motor Therapist
$3,000

### Lead Nurse
$2,500

### Lead OT
$3,000

### Lead School Psychologist Addenda
$3,000

### Lead SLP
$3,000

### National Board Certification Addenda
$3,000, 10% of base

### Online Course Teacher
$850
  1-10 students=$1,000
  11-15 students=$1,500
  16-20 students=$2,000

### School Nurse
$672

### Site Technology Mentor
$3,000

### Special Education Self-Contained Classroom Teacher (K-12)
$3,000

**Phase out:** Teachers receiving the stipend in the 2012-2013 school year will continue to receive the stipend for 2013-2014. New hires for 2013-2014 are not eligible for the stipend. The stipend will be eliminated in the 2014-2015 school year.

## CONTRACT – ADDENDA

<table>
<thead>
<tr>
<th>Position</th>
<th>Per diem</th>
</tr>
</thead>
<tbody>
<tr>
<td>Counselor – High School – 20 additional days</td>
<td>Per diem</td>
</tr>
<tr>
<td>Lead District Counselor – 10 additional days</td>
<td>Per diem</td>
</tr>
<tr>
<td>Lead District Counselor</td>
<td>$3,000</td>
</tr>
<tr>
<td>Lead District ELD Teacher – 20 additional days</td>
<td>Per diem</td>
</tr>
<tr>
<td>Lead District ELD Teacher</td>
<td>$3,000</td>
</tr>
<tr>
<td>Grant Specialist</td>
<td>$6,000</td>
</tr>
<tr>
<td>Hard-to-Fill Position Addenda (hard-to-fill positions reviewed annually)</td>
<td>$1,500</td>
</tr>
<tr>
<td>Lead District Arts Teacher – 10 additional days</td>
<td>Per diem</td>
</tr>
<tr>
<td>Lead District Arts Lead Teacher</td>
<td>$3,000</td>
</tr>
<tr>
<td>Lead District Foreign Language – 10 additional days</td>
<td>Per diem</td>
</tr>
<tr>
<td>Lead District Foreign Language</td>
<td>$3,000</td>
</tr>
<tr>
<td>Lead District Media Specialist – 10 additional days</td>
<td>Per diem</td>
</tr>
<tr>
<td>Lead District Media Specialist</td>
<td>$3,000</td>
</tr>
<tr>
<td>Instructional Growth Teacher – 15 additional days</td>
<td>Per diem</td>
</tr>
<tr>
<td>Instructional Growth Teacher</td>
<td>$3,000</td>
</tr>
<tr>
<td>Lead Special Education Lead Teacher/Lead Read 180 Teacher</td>
<td>$3,000</td>
</tr>
<tr>
<td>Librarian/Media Specialist – High School – 10 additional days</td>
<td>Per diem</td>
</tr>
<tr>
<td>Specialist (Math, Science, SS, LA, Technology) – 32 additional days</td>
<td>Per diem</td>
</tr>
<tr>
<td>Specialist (Math, Science, SS, LA, Technology)</td>
<td>$6,000</td>
</tr>
</tbody>
</table>

Approved by Governing Board on 4/3/2013; Revised 6/1/2013.

MOU 2013-2014
Appendix B
AGENDA ITEM: *Approval of the Minutes for the June 5, 2013 Regular and Special Governing Board Meetings

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

Cost: N/A  Funding Source: N/A

EXECUTIVE SUMMARY:

It is recommended the Governing Board approve the minutes of the June 5, 2013 Regular and Special Governing Board Meetings.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the minutes of the June 5, 2013 Regular and Special Governing Board meetings.

SUBMITTED BY:                     SUPERINTENDENT: [Signature]

ACTION BY BOARD:  Motion: _____  Second: _____  Vote: _____  AGENDA ITEM: [Signature]
DYSART UNIFIED SCHOOL DISTRICT #89
MINUTES: GOVERNING BOARD – SPECIAL MEETING
2012-2013 June 5, 2013 Location: Nathaniel Dysart Education Center

SPECIAL MEETING / WORKSHOP - GENERAL FUNCTION

I. The special meeting was called to order at 4:06 p.m. Governing Board members constituting a quorum were present; Ms. Traci Sawyer-Sinkbeil, Ms. Jennifer Tanner, Ms. Christine Pritchard, Mrs. Bonnie Schroader, and Mr. Jerry Eynon.

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

III. Audience with Individuals - None

Feedback on District Website

Mr. John Andrews provided the Governing Board with information regarding the deficiencies of the current website, the collaborative work being done to redesign the website and a live demonstration of a prototype of the website. Board members asked clarifying questions and provided feedback.

Timeline for 2013-2014 Board Agendas and Items to be Included

Dr. Pletnick provided the Governing Board with the proposed timeline for agenda items that are traditional or mandated for the 2013-2014 Board agendas. A suggestion was made to include the Board Goals and Review in the timeline.

Information on Options for Funding Capital Needs

Mr. Jeff Gadd provided the Governing Board with information regarding options for funding capital needs. The five-year capital plan of $83,180,591 is dominated by three categories which represent nearly 75% of the plan; technology, maintenance, and a new elementary school. There are limited options for the district to acquire additional capital funds. The two main options are Bond Election and Capital Outlay Override Election. An additional option is District Sponsored Charter Schools. Board members asked clarifying questions and provided feedback. Appendix A

Discussion Regarding the Use of Regional CIP Workshops

Dr. Pletnick provided the Governing Board with information regarding Administration’s recommendation to present CIPs in a regional CIP Workshop format. Dr. Pletnick recommended the workshops be limited to two hours possibly before a Board meeting to be held in the center board room. After discussion, Dr. Pletnick suggested a schedule of regional CIP workshops be developed for the 2013-2014 school year.

ADJOURNMENT

On a motion entered by Sawyer-Sinkbeil/Pritchard and by a unanimous vote, the meeting ended at 5:42 p.m.

Signed: Date:

_____________________________ June 19, 2013
I. REGULAR MEETING - GENERAL FUNCTION

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

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

3. A motion by Sawyer-Sinkbeil/Pritchard 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

CALL FOR EXECUTIVE SESSION

A motion by Sawyer-Sinkbeil/Tanner was entered to recess to executive session for discussion of A.R.S. 38.431.03 A.3 and A.4 for discussion/consultation with its attorney and to receive legal advice and to instruct its attorney regarding negotiations of the Superintendent’s Contract. UNANIMOUS

RECESSING OF REGULAR MEETING FOR EXECUTIVE SESSION – 6:04 – 6:07 p.m.

The executive session was called to order at 6:04 p.m. The following individuals were present: Ms. Traci Sawyer-Sinkbeil, Ms. Christine Pritchard, Ms. Jennifer Tanner, Mrs. Bonnie Schroader, Mr. Jerry Eynon, Ms. Jennifer MacLennan, legal counsel, and Brenda Rosalez, recording secretary.

Pursuant to A.R.S. 38-431.03, Ms. Sawyer-Sinkbeil read the confidentiality statement. The executive session concluded at 6:07 p.m.

RECONVENE REGULAR MEETING – 6:11 p.m.

4. Summary of Current Events
   • Presentations, Recognitions, Celebrations - None
   • Superintendent Update – Dr. Pletnick reported the high schools successfully graduated over 1300 students. High school administrators and staff were congratulated for having a wonderful celebration for those students who had earned their graduation certificates. We have moved into our summertime; schools will be closed June 12 – July 16, 2013. Centralized enrollment will be conducted at the District office June 12 - July 16, 2013.
   • Governing Board Update – Board members were honored to be a part of the high school graduations and thanked administrators and staff. It is always the highlight of the year.
     • Traci Sawyer-Sinkbeil attended the ABEC Conference on May 31, 2013.
     • Christine Pritchard attended the Sundown Mountain Completion Celebration and the 8th grade
promotion at Sonoran Heights.

- Jennifer Tanner attended the Marley Park Rachel’s Challenge Rally and the Sundown Mountain Completion Celebration.
- Jerry Eynon attended the Sundown Mountain Completion Celebration.

5. Audience with Individuals or Groups - NONE

ACTION/CONSENT

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

ACTION/CONSENT

1. Recommendation to Approve an Agreement with Desert Choice Transport, L.L.C. for the Provision of Student Transportation Services and Authorize the Superintendent to Sign the Agreement and Affiliated Documents
   Approved

2. Recommendation to Approve an Agreement with Learn-It Systems, LLC for Special and Alternative Education Services and Authorize the Superintendent to Sign the Agreement and Affiliated Documents
   Approved

3. Recommendation to Approve an Intergovernmental Agreement with Maricopa County Community College District for Dual Enrollment for the 2013-2014 School Year and Authorize the Superintendent to Sign the Agreement
   Approved

4. Recommendation to Approve Affiliation Agreement with Maricopa County Community College District for Rio Salado College for Practicum and Student Teaching Experiences, and Authorize the Assistant Superintendent for Employee and Public Relations to Sign the Agreement and Affiliated Documents
   Approved

   Approved

6. Request for Release from Contract – Certificated Staff – 2013-2014 School Year
   Approved the release of Christyn Kingsbury from her 2013-2014 Certificated Employee Contract and assessed liquidated damages in the amount of $2,500.00
   Approved
7. Request for Release from Contract – Certificated Staff – 2013-2014 School Year
   Approved the release of Todd Wright from his 2013-2014 Certificated Employee Contract and assessed liquidated damages in the amount of $2,500.00.

8. Recommendation to Approve Substitute Teacher Compensation Rates for the 2013-2014 School Year
   Approved;
   $95.00/day - daily assignment for 1-19 days in same assignment.
   $140.00/day – long-term assignment

9. Approval of the Minutes for the May 1, 2013 and May 15, 2013 Governing Board Meetings, Sundown Mountain Alternative Program Completion Ceremony, and High School Graduations
   Approved

10. Recommendation to Approve the Adoption of High School Dual Enrollment Textbooks Offered by Maricopa Community College District and Dysart
    Approved the adoption of the high school dual enrollment textbooks from Bedford/St. Martin’s © 2012 for English 101 and English 102.

11. Out of State Travel for One Dysart High School Teacher/Advisor to Attend the SkillsUSA TV/Video Production Training Conference and Skills Championships in Kansas City, MO, June 23-29, 2013
    Approved

12. Out of State Travel for the Superintendent to Participate as a Presenter at the Council of Great City Schools Conference in Las Vegas, NV, June 4-5, 2013
    Approved

13. Out of State Travel for Up to Thirty-one Dysart High School, Shadow Ridge High School, and Valley Vista High School Graphic Art Production/Yearbook Students, Three Advisors and One Chaperone to Attend the 2013 Jostens National Summer Workshop in San Diego, CA, July 29-31, 2013
    Approved

14. Overnight Travel for Up to Fifty Dysart High School Spiritline Members and Six Coaches to Attend the United Cheerleaders Association Cheer Camp in Phoenix, AZ, June 23-25, 2013
    Approved

15. Overnight Travel for Up to Fifty-five Shadow Ridge High School Spiritline Members, Four Coaches, and Two Chaperones to Attend United Cheerleaders Association Cheer Camp and Universal Dance Association Dance Camp in Phoenix, AZ, July 24-27, 2013
    Approved
16. Overnight Travel for Up to Seventy Valley Vista High School Spiritline Members and Eight Advisors to Attend the National Cheer and National Dance Association in Flagstaff, AZ, July 10-13, 2013
   Approved
   UNANIMOUS

17. Overnight Travel for Twelve Valley Vista High School Boys’ Basketball Players and Three Coaches to Attend “Beat the Heat” Team Camp and Tournament in Flagstaff, AZ, June 14-16, 2013
   Approved
   UNANIMOUS

18. Overnight Travel for Up to Fourteen Willow Canyon High School Theater Troupe 6901 Members, One Advisor and One Chaperone to Attend the Thespian Leadership Camp in Heber, AZ, July 9-12, 2013
   Approved
   UNANIMOUS

19. Recommendation for Approval to Award Contract No. 14-4503-005 Printing Services for the 2013-2014 School Year
   Approved. Appendix A
   UNANIMOUS

20. Recommendation for Approval to Award Contract No. 14-5203-008 Special Education Tests & Related Materials for the 2013-2014 School Year
   Approved. Appendix B
   UNANIMOUS

21. Recommendation for Approval to Renew Multi-Year Contracts for the 2013-2014 Fiscal Year
   Approved. Appendix C
   UNANIMOUS

22. Extra Curricular Tax Credit Fund and Student Activities Fund Reports for the Month of April 2013
   Accepted
   UNANIMOUS

23. Gifts and Donations
   Accepted the donations, gifts and grants as presented.
   UNANIMOUS

24. Approval/Ratification of Expense Vouchers 1052, 1053,1054 in the Amount of $4,458,688.79
   Approved
   UNANIMOUS

   Approved
   UNANIMOUS

**ACTION/DISCUSSION**

26. Recommendation to Approve the Appointment of Director of Instructional Technology
   After discussion, a motion by Tanner/Schroader was entered to approve the appointment of Michelle Benham as Director of Instructional Technology.
   UNANIMOUS
27. Recommendation to Approve the Appointment of an Interim Principal for the 2013-2014 School Year
After discussion, a motion by Sawyer-Sinkbeil/Tanner was entered to approve the appointment of Dannene Truett as Interim Principal for the 2013-2014 school year.

UNANIMOUS

28. Approval of a Renewal of Contract of Employment with the Superintendent and Authorize the Governing Board President to Execute the Contract on its Behalf
A motion by Tanner/Pritchard was entered to approve the renewal of contract of employment with the Superintendent and authorized the Governing Board President to sign/executes the contract on its behalf.

UNANIMOUS

29. Recommendation to Approve Possible Action on Options for Additional Capital Outlay Funding Including a Call for Election and/or Application to the State Board of Education to Create District Sponsored Charter Schools
After discussion, a motion by Schroader/Pritchard was entered to call for a bond election to be held November 2013 if legislation permits.

UNANIMOUS

30. Recommendation for Revision of Governing Board Policy Section 5.15 – Walkers and Riders – Second Reading
A motion by Schroader/Sawyer-Sinkbeil was entered to approve revision of Governing Board Policy Section 5.15 – Walkers and Riders.

UNANIMOUS

31. 2012-2013 Report on the Continuous Improvement Plan (CIP) for Education Services
Leadership representing the Academic Services Department presented information regarding CIP achievements and goals/actions in place to ensure continued improvement. The Governing Board asked clarifying questions and received input from staff regarding the information presented.

32. Strategic Plan Update – Modeling Success: Leadership and Administration, Goal D, Objective 18
Dr. Pletnick reported the video prepared for this item was not available and would be presented to the Board as a Spotlight Video at its June 19, 2013 meeting.

33. Overview of Strategic Plan Revision Process for 2013-2014 School Year
Dr. Pletnick provided the Governing Board with an overview of the process and timeline for revision of the Strategic Plan. Appendix D

34. 2012-2013 Focus Group Results
Dr. Pletnick provided the Governing Board with a summary report of stakeholder input regarding the 2012-2013 Focus Group Meetings. Appendix E

35. Information on Grading Guideline Recommendations
Dr. Cyndi Miller provided the Governing Board with an overview of the K-6 Grading Committee’s considerations, recommendations and next steps. Appendix F
36. Possible July 15, 2013 Special Governing Board Meeting

Dr. Pletnick reported a need to schedule a special meeting for the Governing Board to consider and take action to adopt the budget for the 2013-2014 school year. A meeting was scheduled for July 15, 2013 at 8:30 a.m.

ADJOURNMENT

On a motion entered by Sawyer-Sinkbeil/Pritchard and by a unanimous vote, the meeting ended at 7:52 p.m.

Signed: Date:

______________________________  June 19, 2013
AGENDA ITEM: *Hearing Officer's Recommendation(s) Long Term Suspension

Action/Consent X Action/Discussion  Information Supporting Data

Cost: N/A Funding Source: N/A

EXECUTIVE SUMMARY:

The Hearing Officer for the Dysart Unified School District conducted discipline hearings for violation of Governing Board Policy Section(s) 10.22, 10.30, 10.31 and the student "Informational Handbook" and recommends the student(s) in the matter of Student Discipline Hearing(s) listed be long term suspended.

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

HOR1213-034
HOR1213-035
HOR1213-036
HOR1213-037

BOARD ACTION REQUESTED:

It is recommended the Governing Board accept the Hearing Officer's recommendation to long term suspend student(s) in the matter of Student Discipline Hearing(s) HOR1213-034, HOR1213-035, HOR1213-036 and HOR1213-037.

SUBMITTED BY:  SUPERINTENDENT:  

ACTION BY BOARD:  Motion:  Second:  Vote:  AGENDA ITEM: 17
## DYSART UNIFIED SCHOOL DISTRICT NO. 89
## GOVERNING BOARD MEETING
## June 19, 2013

### HEARING OFFICER'S RECOMMENDATION(S)

<table>
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<tr>
<th>DISCIPLINE HEARING NO.</th>
<th>HEARING DATE</th>
<th>HEARING OFFICER</th>
<th>SCHOOL</th>
<th>CHARGES</th>
<th>HEARING OFFICER'S ORDER</th>
<th>TERM</th>
<th>ASSIGNMENT TO ALTERNATIVE PROGRAM</th>
<th>RETURN TO SCHOOL</th>
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<tr>
<td>HOR1213-034</td>
<td>5/29/2013</td>
<td>Barbara Surloff</td>
<td>DHS</td>
<td>Drug Distribution</td>
<td>Long-Term Suspension</td>
<td>Remainder of 2012-2013 School Year &amp; 2013-2014 School Year</td>
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<td>5/29/2013</td>
<td>Barbara Surloff</td>
<td>SRHS</td>
<td>Weapon Use/Possession</td>
<td>Long-Term Suspension</td>
<td>Remainder of 2012-2013 School Year &amp; 2013-2014 School Year</td>
<td>TBD</td>
<td>8/4/14</td>
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<tr>
<td>HOR1213-036</td>
<td>6/4/2013</td>
<td>Barbara Surloff</td>
<td>DHS</td>
<td>Verbal Abuse/Profanity to an Adult</td>
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<td>Remainder of 2012-2013 School Year &amp; 1st Semester of 2013-2014 School Year</td>
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<td>HOR1213-037</td>
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<td>DHS</td>
<td>Verbal Abuse/Profanity to an Adult</td>
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<td>Remainder of 2012-2013 School Year &amp; 1st Semester of 2013-2014 School Year</td>
<td>N/A</td>
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Dysart Unified School District

June 19, 2013

Governing Board Meeting

“Exceeding standards, future ready”

GOVERNING BOARD ITEM


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

Approximate Textbook Fund-Cost: $100,000.00

Funding Source: Capital

EXECUTIVE SUMMARY:

Administration would like to recommend the Pilot of instructional math materials from Houghton Mifflin and Pearson at eight District elementary schools for students in grades 3-8 for the 2013-2014 school year. The approximate cost for the Pilot is $100,000.00 to be paid by allocated textbook funds.

Pearson – Connect Math - Grades 6-8 at Cimarron Springs, Sonoran Heights, Dysart Elem., Luke


Pearson – Envisions – Grades 3-5 at Ashton Ranch, Rancho Gabriela, Surprise, Kingswood

Houghton Mifflin – Math In Focus – Grades 6-8 at Ashton Ranch, Rancho Gabriela, Surprise, Kingswood

BOARD ACTION REQUESTED:


SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 18
AGENDA ITEM: *Approval of Adoption for Gifted Online Courses for Grades 4-6

EXECUTIVE SUMMARY:

On February 6, 2013 the Governing Board approved the Pilot of instructional materials from Duke University for the Elementary Gifted Program for students in grades 4-6. The materials used are web-based courses that provide a continuously personalized learning path for each student. The approximate cost for the programs varies depending on the course the student takes and will be paid by allocated textbook funds.

*The Reader’s Journey, Volume 1, American Literature*, by Duke TIP, Published by Pearson Custom Publishing, © 2009, ISBN: 978-0-558-15850-7, cost $55.00 per student


*Growing Up Heroic, Adventures in Greek Mythology*, by Lombardo, Stanley, Stanley Lombardo, Homer, Published by Hackett Publishing Company Inc., ISBN 13: 978-0872-20485-0, cost $55.00 per student

*Discovering Science Outdoors*, by H. A. Rey, Published by HMH Books, cost $55.00 per student

*Discovering Science and Medicine: Epidemiology, Disease and Outbreak*, by Duke TIP, © 2009, cost $45.00 per student

*Cryptology and Mathematics: Secret Codes and Number Secrets*, by Duke TIP, © 2009, cost $55.00 per student

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the adoption of instructional materials from Duke University for students in the Elementary Gifted Program grades 4-6.

SUBMITTED BY:   SUPERINTENDENT:   

ACTION BY BOARD:  Motion: Second: Vote: AGENDA ITEM: 19
AGENDA ITEM: *Adoption of CK-12 Open Source Science and Math Flexbooks

Action/Consent X  Action/Discussion ___  Information ___  Supporting Data ___
Cost: $0  Funding Source: None

EXECUTIVE SUMMARY:

Administration would like to recommend the adoption of the CK-12 Open Source Science and Math Flexbooks. There is no cost to the District to access these free online materials. The adoption includes the following open source materials:

Math Flexbook Titles  Science Flexbook Titles
CK-12 Algebra I Concepts Honors  CK-12 Biology
CK-12 Algebra I Honors  CK-12 Biology Concepts
CK-12 Algebra I-Second Edition  CK-12 Understanding Biodiversity
CK-12 Algebra II with Trigonometry  CK-12 Human Biology-Ecology
CK-12 Algebra II with Trigonometry Concepts  CK-12 Human Biology-Genetics
CK-12 Geometry-Second Edition  CK-12 Human Biology-Lives of Cells
CK-12 Geometry Concepts  CK-12 Chemistry-Second Edition
CK-12 Trigonometry Concepts  CK-12 Earth Science Concepts for High School
CK-12 Advanced Probability and Statistics Concepts  CK-12 Earth Science for High School
CK-12 Math Analysis  CK-12 Modeling and Simulation for High School
CK-12 Calculus  CK-12 People’s Physics Concepts
CK-12 Texas Instruments Calculus Student Edition  CK-12 Physics Concepts-Intermediate

Review Committee Members:

Bryce Wolcott, Science Teacher, Dan Brown, Math Teacher, April Holton, Science Specialist, Alena Clark, Math Specialist, and Patrick Leutholtz, Community Member

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the adoption of CK-12 Open Source Science and Math Flexbooks.

SUBMITTED BY: [Signature]  SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion:  Second:  Vote:  AGENDA ITEM: 20
AGENDA ITEM: *Overnight Travel for High School Athletic Teams to Attend Scheduled Tournaments and Regional and State Competitions During the 2013-2014 School Year

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

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

EXECUTIVE SUMMARY:

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

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

WHEN: 2013-2014 school year

WHO: The interscholastic high school athletic teams for the 2013-2014 school year

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

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

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve overnight travel for high school athletic teams to attend scheduled tournaments and regional and state competitions during the 2013-2014 school year.

SUBMITTED BY:  SUPERINTENDENT:  

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 21
AGENDA ITEM:

*Out of State Travel for One Director of Support Services and Athletics to Participate as A Member of the National Interscholastic Athletic Administrators Association Board Meeting in Indianapolis, IN, July 12-15, 2013

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

Cost: N/A Funding Source: N/A

EXECUTIVE SUMMARY:

WHO: One Director of Support Services and Athletics

WHAT: National Interscholastic Athletic Administrators Association Board Meeting

WHEN: July 12-15, 2013

WHERE: Kansas City, MO

WHY: Mr. Jim Braden has been invited to present information regarding changes in the (QPA) Quality Program Award Application which includes the rubrics in the QPA, the guidance documents, scoring instruments of QPA and the concept or relating Leadership Training Course 799 to the QPA.

COST: There is no cost to the District for this travel. Professional days will be requested.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the out of state travel of one Director of Support Services and Athletics to participate as a member of the National Interscholastic Athletic Administrators Association Board Meeting in Indianapolis, IN, July 12-15, 2013.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: ______ Second: ______ Vote: ______ AGENDA ITEM: 22
AGENDA ITEM: *Out of State Travel for the Associate Superintendent, Director of Curriculum and Director of Instructional Technology to Attend the EdLeader21 3rd Annual Conference in Chicago, IL, October 1-4, 2013

EXECUTIVE SUMMARY:

WHO: The Associate Superintendent, Director of Curriculum and Director of Instructional Technology

WHAT: EdLeader21 3rd Annual Conference

WHEN: October 1-4, 2013

WHERE: Chicago, IL

WHY: The EdLeader Conference is for districts that are committed to 21st century education. The conference will host over 100 districts from across the country and will give districts the opportunity to build collaborative relationships through face-to-face networking.

COST: The approximate cost of $7,800.00 includes registration, airfare, meals and lodging to be paid by department allocated M & O funds. Registration for one attendee will be waived by EdLeader21.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the out of state travel of the Associate Superintendent, the Director of Curriculum and the Director of Instructional Technology to attend the EdLeader21 3rd Annual Conference in Chicago, IL, October 1-4, 2013.
AGENDA ITEM: *Overnight Travel for Twenty-eight Shadow Ridge High School Cross Country Runners and Three Coaches to Attend Cross Country Team Conditioning Training Camp in Flagstaff, AZ, July 24-26, 2013

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<th>Information</th>
<th>Supporting Data</th>
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<tr>
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<td></td>
<td>Cross Country Club, Booster Club,</td>
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<td></td>
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<td>Student Contribution, Coaches</td>
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</table>

Cost: $2,000.00

EXECUTIVE SUMMARY:

WHO: Twenty-eight Shadow Ridge High School Cross Country runners, two female coaches and one male coach

WHAT: Shadow Ridge Cross Country Team Conditioning Training Camp

WHEN: July 24-26, 2013

WHERE: Flagstaff, AZ

WHY: The camp will provide training and team building activities for the upcoming cross country season.

COST: The approximate cost of $2,000.00 includes lodging, meals, transportation and a t-shirt. The student's contribution will not exceed $100.00 with the remainder to be paid by the Cross Country Club and Booster Club funds. Coaches will be responsible to pay $25.00 for meals. Students will travel to the event via white buses.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the overnight travel of twenty-eight Shadow Ridge High School Cross Country runners and three coaches to attend Cross Country Team Training Camp in Flagstaff, AZ, July 24-26, 2013.
AGENDA ITEM: *Overnight Travel for Up to Fourteen Valley Vista High School Cross Country Runners and Two Coaches to Attend Team Running Camp in Flagstaff, AZ, July 7-10, 2013

Action/Consent  X  Action/Discussion  Information  Supporting Data

Cost: $3,200.00  Funding Source: Country Booster

EXECUTIVE SUMMARY:

WHO: Up to fourteen Valley Vista High School runners, one male and one female coach

WHAT: Team Running Camp

WHEN: July 7-10, 2013

WHERE: Flagstaff, AZ

WHY: The camp will allow the Cross Country runners to work on building team chemistry, train in cooler temperatures and to prepare for the 2013 season.

COST: The approximate cost of $3,200.00 includes lodging, transportation and meals. Student’s contribution not to exceed $100.00 with the remainder to be paid by Cross Country Booster funds. Students will travel to the event via white bus.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the overnight travel of up to fourteen Valley Vista High School Cross Country runners and two coaches to attend Team Running Camp in Flagstaff, AZ, July 7-10, 2013.

SUBMITTED BY:  
SUPERINTENDENT:  

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

Page 1 of 1
AGENDA ITEM: *Overnight Travel for Up to Seventeen Willow Canyon High School Spiritline/POM Members, Two Coaches and One Chaperone to Attend the United Spirit Association Dance Camp in Phoenix, AZ, July 23-25, 2013

Action/Consent X  Action/Discussion  Information  Supporting Data

Cost: $6,043.00  Funding Source: Student Contribution, Spiritline/Cheer Club, Tax Credit, Donations, Athletics

EXECUTIVE SUMMARY:

WHO: Up to seventeen Willow Canyon High School female Spiritline POM members, two coaches and one chaperone

WHAT: United Spirit Association Dance Camp

WHERE: Phoenix, AZ

WHEN: July 23-25, 2013

WHY: The camp will offer the team the opportunity to learn proper dance techniques and learn new material for the upcoming school year. The material and techniques learned at camp are the foundation for all performances throughout the season. The team will also learn teamwork and sportsmanship, while taking part in trust exercises and team building activities.

COST: The approximate cost of $6,043.00 includes registration, lodging and meals. Student’s contribution not to exceed $100.00 with the remainder to be paid by Spiritline/Cheer Club, Tax Credit, Donations and Athletic fund. Parents have elected to transport their student to and from the event.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the overnight travel of up to seventeen Willow Canyon High School Spiritline/POM members, two coaches and one chaperone to attend the United Spirit Association Dance Camp in Phoenix, AZ, July 23-25, 2013.
AGENDA ITEM: *Extra Curricular Tax Credit Fund and Student Activities Fund Reports for the Month of May 2013

<table>
<thead>
<tr>
<th>Action/Consent</th>
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<th>Information</th>
<th>Supporting Data</th>
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<tr>
<td>Cost: N/A</td>
<td></td>
<td></td>
<td>Funding Source: N/A</td>
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EXECUTIVE SUMMARY:

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

BOARD ACTION REQUESTED:

It is recommended the Governing Board acknowledge receipt of the Extra Curricular Tax Credit Fund and the Student Activities Fund reports for the month of May 2013.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]  
ACTION BY BOARD: Motion: [Signature] Second: [Signature] Vote: [Signature] AGENDA ITEM: 27
### EXTRA CURRICULAR TAX CREDIT FUNDS FOR FISCAL YEAR 2012-13

**Period ending May 31, 2013**

**DYSART UNIFIED SCHOOL DISTRICT NUMBER 89**

**Enrichment/Remedial -5505**

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<td>12,704.07</td>
<td>3,054.28</td>
<td>10,205.21</td>
<td>4,626.50</td>
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**Articis -5501**

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**Fine Arts -5502**

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**Reallocation -5509**

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## Dysart Unified School District No. 89
### Extra Curricular Tax Credit Funds for Fiscal Year 2012-13

**Period ending May 31, 2013**

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<td>8,234.09</td>
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<td>(95.51)</td>
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## DUSD # 89
### STUDENT ACTIVITIES FUND
#### PERIOD ENDING: MAY 2013

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<th>ELEMENTARY/ALTERNATIVE SCHOOLS:</th>
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### 205 - DYSART HIGH SCHOOL

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Page 1 of 7
## DUSD # 89
### STUDENT ACTIVITIES FUND
#### PERIOD ENDING: MAY 2013

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<th>Beginning Cash Balance</th>
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<th>Expense Open POs (Encumbrances)</th>
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Page 2 of 7
# DUSD # 89

## STUDENT ACTIVITIES FUND

### PERIOD ENDING: MAY 2013

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<th>Project</th>
<th>Beginning Cash Balance</th>
<th>Income (Deposits/Trf)</th>
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**Totals for Dysart HS**

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Page 3 of 7
### DUSD # 89

**STUDENT ACTIVITIES FUND**

**PERIOD ENDING: MAY 2013**

<table>
<thead>
<tr>
<th>Project</th>
<th>Beginning Cash Balance</th>
<th>Income (Deposits/Tfr)</th>
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<th>Expense Open POs (Encumbrances)</th>
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Page 5 of 7
## DUSD # 89

### STUDENT ACTIVITIES FUND

**PERIOD ENDING: MAY 2013**

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<tr>
<th>Project</th>
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<th>Income (Deposits/Trfr)</th>
<th>Expense (Paid Invoices)</th>
<th>Subtotal: Month End Cash Balance</th>
<th>Expense Open POs (Encumbrances)</th>
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**Totals for Valley Vista HS**

$123,279.25 | $38,377.42 | (23,294.24) | $138,362.43 | (16,032.24) | $122,330.19

---

## 225 - SHADOW RIDGE HIGH SCHOOL

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Page 6 of 7
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<th>Income (Deposits/Trrf)</th>
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<th>Expense Open POs (Encumbrances)</th>
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Grand Total | $566,721.51 | $179,306.28 | ($185,750.67) | $574,032.29 | ($96,662.74) | $477,369.55 |

Submitted by: Ms. Mardia Rodriguez
Director of Finance, 5/1/2013
Exceeding standards, future ready

GOVERNING BOARD ITEM

AGENDA ITEM: *Approval/Ratification of Expense Vouchers 1055 and 1056 in the Amount of $1,599,586.80

<table>
<thead>
<tr>
<th>DATE</th>
<th>VOUCHER #</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>5/30/13</td>
<td>1055</td>
<td>$584,496.03</td>
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<tr>
<td>06/05/13</td>
<td>1056</td>
<td>$1,015,090.77</td>
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TOTAL $1,599,586.80

BOARD ACTION REQUESTED:
It is recommended the Governing Board approve/ratify expense vouchers 1055 and 1056 in the amount of $1,599,586.80.

SUBMITTED BY: [Signature]
SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: [Signature] Second: [Signature] Vote: [Signature] AGENDA ITEM: [Signature]
DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $584,496.03 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 (A.R.S. 15-321) 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 

CHRISTINE PRITCHARD  MEMBER 

BONNIE SCHROADER  MEMBER 

JENNIFER TANNER  MEMBER 

DYSART UNIFIED 

<table>
<thead>
<tr>
<th>Fund</th>
<th>Description</th>
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<tr>
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<td>220</td>
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<td>377</td>
<td>SAFE SCHOOLS/HEALTHY STUDENTS (08/13)</td>
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<td>960</td>
<td>SELF INSURANCE</td>
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**Total:** $584,496.03
DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $1,015,090.77 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

CHRISTINE PRITCHARD     MEMBER

BONNIE SCHROADER     MEMBER

JENNIFER TANNER     MEMBER

DYSART UNIFIED

<table>
<thead>
<tr>
<th>Fund</th>
<th>Description</th>
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Created By: tsutter     Posted By: tsutter     Date: 06/05/2013 14:48:58     Page: 1
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<td><strong>$1,015,090.77</strong></td>
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AGENDA ITEM: *Approval/Ratification of Payroll Vouchers 7528, 54, 7529 and 55 in the Amount of $2,535,255.94

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<th>AMOUNT</th>
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<td>05/31/13</td>
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<td>$121,486.13</td>
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TOTAL $2,535,255.94

BOARD ACTION REQUESTED:
It is recommended the Governing Board approve/ratify payroll vouchers 7528, 54, 7529 and 55 in the amount of $2,535,255.94.

SUBMITTED BY: SUPERINTENDENT: 
ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM: 29
DYSART UNIFIED VOUCHER

Voucher No: 7528  Voucher Date: 05/28/2013  Prepared By: Ocastillon

Printed: 05/28/2013 12:25:40 PM

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $49,643.90 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

CHRISTINE PRITCHARD  MEMBER

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>011</td>
<td>CLASSROOM SITE (BASE SALARY)</td>
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<td>013</td>
<td>CLASSROOM SITE (OTHER)</td>
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$49,643.90

Created By: ocastillon  Posted By: ocastillon  Date: 05/28/2013 12:09:45  Page: 1
DYSART UNIFIED VOUCHER

Voucher No: 54  Voucher Date: 05/28/2013  Prepared By: [Signature]

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $70,482.68 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, 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 A.R.S. 38-231.

______________________________
TRACI SAWYER-SINKBEIL  PRESIDENT

JERRY EYNON  CLERK

CHRISTINE PRITCHARD  MEMBER

BONNIE SCHROADER  MEMBER

JENNIFER TANNER  MEMBER

DYSART UNIFIED

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<tr>
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<td>CLASSROOM SITE (OTHER)</td>
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$70,482.68
DYSART UNIFIED VOUCHER

Voucher No: 7529  Voucher Date: 05/31/2013  Prepared By: [Signature]

Printed: 06/03/2013 09:39:48 AM

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $2,293,643.23 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

CHRISTINE PRITCHARD  MEMBER

BONNIE SCHROADER  MEMBER

JENNIFER TANNER  MEMBER

DYSART UNIFIED

<table>
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<tr>
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<th>Description</th>
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<tr>
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<td>TITLE II IMPROVING TEACHER QUALITY (12/13)</td>
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<td>SAFE AND SUPPORTIVE SCHOOLS (12/13)</td>
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<td>190</td>
<td>TITLE III LEP PROGRAM</td>
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<td>220</td>
<td>IDEA - BASIC ENTITLEMENT</td>
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Created By: jmorin  Posted By: jmorin  Date: 05/31/2013 14:42:09  Page: 1
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<td>MIPS-MEDICAID INCENTIVE PAYMENT SYSTEM</td>
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<tr>
<td>354</td>
<td>21ST CENTURY COMM LEARNING CTR-Yr1</td>
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<td>356</td>
<td>JROTC</td>
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<td>377</td>
<td>SAFE SCHOOLS/HEALTHY STUDENTS (08/13)</td>
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<td>AUXILIARY OPERATIONS</td>
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<td>526</td>
<td>EXTRACURRICULAR ACTIV. TAX CREDIT</td>
<td>$1,445.60</td>
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<tr>
<td>530</td>
<td>GIFTS AND DONATIONS</td>
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<td>INDIRECT COSTS</td>
<td>$7,071.44</td>
</tr>
<tr>
<td>596</td>
<td>WEST MEC</td>
<td>$38,676.14</td>
</tr>
</tbody>
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$2,293,643.23
DYSART UNIFIED VOUCHER

Voucher No: 55  Voucher Date: 06/06/2013  Prepared By: [Signature]

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $121,486.13 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, 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

CHRISTINE PRITCHARD  MEMBER

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>
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<td>013</td>
<td>CLASSROOM SITE (OTHER)</td>
<td>$0.00</td>
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<tr>
<td>020</td>
<td>INSTRUCTIONAL IMPROVEMENT</td>
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<td>101</td>
<td>TITLE I LEA (12/13)</td>
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<td>143</td>
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<td>220</td>
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Created By: jmorin  Posted By: jmorin  Date: 05/31/2013 14:28:49  Page: 1
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<tr>
<td>290</td>
<td>MIPS-MEDICAID INCENTIVE PAYMENT SYSTEM</td>
<td>$0.00</td>
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<tr>
<td>354</td>
<td>21ST CENTURY COMM LEARNING CTR-Yr1</td>
<td>$33.72</td>
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<tr>
<td>356</td>
<td>JROTC</td>
<td>$0.00</td>
</tr>
<tr>
<td>377</td>
<td>SAFE SCHOOLS/HEALTHY STUDENTS (08/13)</td>
<td>$0.00</td>
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<tr>
<td>510</td>
<td>FOOD SERVICE</td>
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<td>515</td>
<td>CIVIC CENTER</td>
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<td>COMMUNITY SCHOOL</td>
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<td>AUXILIARY OPERATIONS</td>
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<td>EXTRACURRICULAR ACTIV. TAX CREDIT</td>
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<td>530</td>
<td>GIFTS AND DONATIONS</td>
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<td>INDIRECT COSTS</td>
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</tr>
<tr>
<td>596</td>
<td>WEST MEC</td>
<td>$4,014.28</td>
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</table>

$121,486.13

Created By: jmorin
Posted By: jmorin
Date: 05/31/2013 14:28:49
Page: 2
AGENDA ITEM: Recommendation for Adoption of School Calendars for the 2014-2015 and 2015-2016 School Years

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

Cost: N/A Funding Source: N/A

EXECUTIVE SUMMARY:

The Dysart Calendar Committee met in May and June to draft a calendar to submit to the Governing Board for the 2014-2015 and 2015-2016 school years. The committee utilized the framework established in 2006 and continued in 2008 and 2010 to draft the recommendations. The points considered in drafting the calendar included: 1) consistency and continuance in school start date; 2) balance school semesters; 3) maximize instructional days before formal assessments; 4) extend fall break to provide opportunities for academic remediation; and 5) extend the end date of school.

The calendar recommendation is based upon educational data and supported by attendance rates and focus on maximizing instructional days before formal assessments. The committee report and draft calendars are provided for Governing Board review and approval.

The Dysart Calendar Committee consisted of the following members:

Jim Grieshaber, Alternative Program Administrator
Julie Halleck, Teacher—High School
Justean Palmer, Teacher—Elementary
Polly Corsino, Classified Staff
Michelle Carusso, Parent
Jim Dean, Facilitator

BOARD ACTION REQUESTED:

It is recommended the Governing Board adopt the calendars for the 2014-2015 and 2015-2016 school years as presented.
Dysart Calendar Committee Report

June 2013

Calendar Committee Members:

- Jim Grieshaber, Alternative Program Administrator
- Julie Halleck, Teacher – High School
- Justean Palmer, Teacher – Elementary
- Polly Corsino, Classified Staff
- Michelle Carusso, Parent
- Jim Dean, Facilitator

Meeting Dates: May 15 and June 12, 2013

Calendar Norms

The Dysart Calendar Committee met on May 15 and June 12 to draft a two-year calendar to submit for Governing Board approval for the 2014-2015 and 2015-2016 school years. The committee utilized norms established from the calendar committee in 2006 to draft the recommendations. The norms utilized were:

- School Start Date – The start date of school is established for consistency within the calendar, continuing with the start date pattern from the last two school years. Utilizing a similar start date assists the district community with consistency and assists the district with routine summer maintenance and cleaning. With 25 school facilities in the district, this process takes the entirety of the current summer break.

- Balanced School Semesters – The need to continue with balanced high school semesters reflects a commitment to the academic integrity of each course. The calendar recommendation balances the semesters with 89 days in the first semester and 91 days in the second semester.
  - Provide the maximum instructional days before formal assessment (AIMS, IB and AP assessments)

- School End Date – The end of the school year has been recommended to be pushed back one week to align closer to Memorial Day. Additionally, using the current start date and moving the end of school date back by one week provides the opportunity to increase fall break to one week. The increase in fall break provides the district the ability to offer additional remediation opportunities to students during fall break to assist in meeting their individual needs. Fall break remediation options will be explored both in online and physical formats.
Dysart Unified School District No. 89  
2014-2015 CALENDAR

First Day for Students  August 6
Labor Day  September 1
K-8 Parent/Teacher Conf.  Oct. 9-10 [1/2 days K-8]
Fall Break  Oct. 13 -17
Veterans Day  November 11
Thanksgiving Recess  November 27-28
High School Final Exams  Dec. 18-19 [1/2 days HS]
Early Release  Dec. 19 [1/2 days K-8]
Winter Break  Dec. 22– Jan. 2
School Resumes  January 5
Martin Luther King Jr. Day  January 19
President’s Day  February 16
Spring Break  March 16-20
K-8 Parent/Teacher Conf.  March 26-27 [1/2 days K-8]
No School/Staff Development  April 17
Graduation Day  May 19 [1/2 days HS]
High School Final Exams  May 20-21 [1/2 days HS]
Last Day for Students  May 21 (1/2 day K-8)
K-8 Quarters End/Days  October 10  47 days
December 19  42 days
March 13  48 days
May 22  43 days
HS Semesters End/Days  December 19  89 days
May 21  91 days

Students are dismissed early every Monday beginning Aug. 11 to provide time for teacher professional development.
## Dysart Unified School District No. 89
### 2015-2016 CALENDAR

<table>
<thead>
<tr>
<th>First Day for Students</th>
<th>August 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor Day</td>
<td>September 7</td>
</tr>
<tr>
<td>K-8 Parent/Teacher Conf.</td>
<td>Oct. 8-9 [1/2 days K-8]</td>
</tr>
<tr>
<td>Fall Break</td>
<td>October 12-16</td>
</tr>
<tr>
<td>No School/Staff Development</td>
<td>October 30</td>
</tr>
<tr>
<td>Veterans Day</td>
<td>November 11</td>
</tr>
<tr>
<td>Thanksgiving Recess</td>
<td>November 26-27</td>
</tr>
<tr>
<td>High School Final Exams</td>
<td>Dec. 17-18 [1/2 days HS]</td>
</tr>
<tr>
<td>Early Release</td>
<td>Dec. 18 [1/2 days K-8]</td>
</tr>
<tr>
<td>Winter Break</td>
<td>Dec. 21- Jan. 1</td>
</tr>
<tr>
<td>School Resumes</td>
<td>January 4</td>
</tr>
<tr>
<td>Martin Luther King Jr. Day</td>
<td>January 18</td>
</tr>
<tr>
<td>President's Day Break</td>
<td>February 12-15</td>
</tr>
<tr>
<td>Spring Break</td>
<td>March 14-18</td>
</tr>
<tr>
<td>K-8 Parent/Teacher Conf.</td>
<td>March 24-25 [1/2 days K-8]</td>
</tr>
<tr>
<td>Spring Holiday</td>
<td>April 22-25</td>
</tr>
<tr>
<td>Graduation Day</td>
<td>TBD [1/2 days HS]</td>
</tr>
<tr>
<td>High School Final Exams</td>
<td>May 23-24 [1/2 days HS]</td>
</tr>
<tr>
<td>Last Day for Students</td>
<td>May 24 (1/2 day K-8)</td>
</tr>
</tbody>
</table>
| K-8 Quarters End/Days  | October 9 | 47 days
|                        | December 17 | 41 days
|                        | March 11 | 48 days
|                        | May 24 | 45 days
| HS Semesters End/Days | December 18 | 88 days
|                        | May 20 | 92 days

Students are dismissed early every Monday beginning Aug. 10 to provide time for teacher professional development.
AGENDA ITEM: Recommendation to Approve the Proposed Budget Advertisement for the 2013-2014 Fiscal Year

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

Cost: N/A Funding Source: N/A

EXECUTIVE SUMMARY:

Per Arizona Revised Statute §15-905 (A), the District is required to propose and publish the expenditure budget by July 5th of each year. The 2013-2014 proposed budget summary and meeting notice are attached. The proposed budget will be published in the Daily News-Sun and Surprise Today on Saturday, June 22, 2013, and on the Arizona Department of Education website (if available), along with the Notice of a Public Hearing (attached). The budget limits are calculated in accordance with recent legislation and includes added funding to compensate for final legislative action.

The total tax rate for 2013-2014 is expected to increase by approximately .22 cents from $7.39 to $7.61, due to the state qualifying tax rate set by the legislature and a decline in district wide appraisal values. Advertisement of a five (5) year tax rate projection is attached for information.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the proposed budget advertisement for fiscal year 2013-2014.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

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

Page 1 of 1
## Current and 5 Year Projected Dysart Tax Rates
### 2012-2013 to 2017-2018

<table>
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<th>Funding Type</th>
<th>2012-2013 Tax Rate</th>
<th>2013-2014 Tax Rate</th>
<th>2014-2015 Tax Rate</th>
<th>2015-2016 Tax Rate</th>
<th>2016-2017 Tax Rate</th>
<th>2017-2018 Tax Rate</th>
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</thead>
<tbody>
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<td>M &amp; O/Capital Basic</td>
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<td>$4.65</td>
<td>$4.64</td>
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<td>M &amp; O Override 15%</td>
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<td>$1.59</td>
<td>$1.58</td>
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<td>Existing Bonds</td>
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<td>$1.22</td>
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<td>Adjacent Ways</td>
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<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td><strong>Sub -Total Taxes w/o New Bonds or Capital Override</strong></td>
<td>$7.39</td>
<td>$7.61</td>
<td>$7.49</td>
<td>$7.44</td>
<td>$7.44</td>
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<td>New Bonds</td>
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<td>$0.50</td>
<td>$0.49</td>
<td>$0.49</td>
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<tr>
<td><strong>Total with New Bonds</strong></td>
<td>$7.61</td>
<td>$7.97</td>
<td>$7.94</td>
<td>$7.93</td>
<td>$7.93</td>
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</table>

### Assumptions for 2013-2014
- Qualifying Tax Rate (QTR) increase of $.335
- Student Growth of 2.5%
- M & O Base level increase of 1.8%
- Assessed Value decrease 3.8%
- 4% M & O Carryforward

- Qualifying Tax Rate (QTR) remains constant
- Student Growth of 2.5%
- M & O Base level increase of 1.8% every year
- Assessed Value increase of 5% a year
- 4% M & O Carryforward
FY 2014
STATE OF ARIZONA
SCHOOL DISTRICT ANNUAL EXPENDITURE BUDGET
DISTRICTWIDE BUDGET

Proosed
Version

BY THE GOVERNING BOARD
We hereby certify that the Budget for the Fiscal Year 2014 was

☑ PROPOSED 6/19/2013
☐ ADOPTED
☐ REVISED

Date

Traci Sawyer-Sinkbell, President
Jerry Eynon, Clerk
Christine A.K. Pritchard, Member
Bonnie Schroeder, Member
Jennifer Tanner, Member

SIGNED SIGNED

The budget file(s) for FY 2014 sent to the Arizona Department of Education, via the internet, on
6/19/2013 contain(s) the data for the budget described above.

District Contact Employee: Jeff Gadd
Telephone: 623-876-7018 EMail: jeff.gadd@Dysart.org

REVISED June 18, 2013
CTD NUMBER 07 02 89

REVENUES AND PROPERTY TAXATION
(This section is not applicable to budget revisions)

1. Total Budgeted Revenues for Fiscal Year 2013 $ 122,555,862
2. Estimated Revenues by Source for Fiscal Year 2014 (excluding property taxes)
   Local 1000 $ 4,998,725
   Intermediate 2000 $ 7,395,400
   State 3000 $ 90,786,954
   Federal 4000 $ 13,126,719
   TOTAL $ 116,319,608

3. District Tax Rates for Current and Budget Fiscal Years (A.R.S. §15-903.D.4)
   Current FY 2013 Est. Budget FY 2014
   Primary Tax Rate: 4.6547 4.675
   Secondary Tax Rates:
   M&O Override 1.6796 1.7540
   Special K-3 Program Override .0000 .0000
   Special Program Override .0000 .0000
   Capital Override .0000 .0000
   Class A Bonds .0000 .0000
   Class B Bonds 1.0519 1.1800
   JTED .0000 .0000
   Total Secondary Tax Rate 2.7317 2.3340

A. TOTAL AGGREGATE SCHOOL DISTRICT BUDGET LIMIT (A.R.S. § 15-935.H)
   1. General Budget Limit (from Budget, page 7, line 10) $ 145,538,854
   2. Unrestricted Capital Budget Limit (from Budget, page 8, line A.12) $ 3,682,249
   3. Soft Capital Allocation Limit (from Budget, page 8, line B.12) $ 1,745,977
   4. Subtotal (line A.1 + A.2 + A.3) $ 150,967,080
   5. Federal Projects (from Budget page 6, line 18) $ 13,126,719
   6. Title VIII- Impact Aid (from Budget, page 6, Federal Projects, line 16) $ 0

B. BUDGETED EXPENDITURES
   1. Maintenance and Operation (from Budget page 1, line 30) $ 145,538,854
   2. Unrestricted Capital Outlay (from Budget page 4, line 10) $ 3,682,249
   3. Soft Capital Allocation (from Budget page 4, line 19) $ 1,745,977
   4. Total Budget Subject to Budget Limits (line B.1 + B.2 + B.3) $ 150,967,080
   (This line cannot exceed line A.4)
## Summary of School District Proposed Expenditure Budget

**Revised June 18, 2013**

**CTD Number:** 07 02 89  
**Version:** Proposed

I certify that the budget of Dysart Unified SD No. 89 and Maricopa County for fiscal year 2014 was officially proposed by the governing board on 6/20/2012, and that the complete proposed expenditure budget may be reviewed by contacting Jeff Gadd during normal business hours.

### 1. Student Count

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<thead>
<tr>
<th></th>
<th>FY 2013 Current Year</th>
<th>FY 2014 Budget Year</th>
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<tbody>
<tr>
<td>Resident</td>
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<td>24,393.69</td>
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<tr>
<td>Attending</td>
<td>23,953.958</td>
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### 2. Tax Rates

<table>
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<tr>
<th>Rate Type</th>
<th>Current FY</th>
<th>Estimated Budget FY</th>
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</thead>
<tbody>
<tr>
<td>Primary Rate</td>
<td>4.6547</td>
<td>4.6775</td>
</tr>
<tr>
<td>Secondary Rate</td>
<td>2.7317</td>
<td>2.9340</td>
</tr>
</tbody>
</table>

*Secondary rate applies only for voter-approved overrides and bonded indebtedness per A.R.S. 15-101(22) and Joint Technical Education Districts per A.R.S. §15-393(F).*

### 3. The Maintenance and Operation, Classroom Site, Unrestricted Capital Outlay, and Soft Capital Allocation budgets cannot exceed their respective budget limits.

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>FY 2014 Budget</th>
<th>FY 2014 Budget</th>
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<tbody>
<tr>
<td>Maintenance &amp; Operation</td>
<td>145,538,854</td>
<td>145,538,854</td>
</tr>
<tr>
<td>Classroom Site</td>
<td>9,416,740</td>
<td>9,416,740</td>
</tr>
<tr>
<td>Unrestricted Capital Outlay</td>
<td>3,682,249</td>
<td>3,682,249</td>
</tr>
<tr>
<td>Soft Capital Allocation</td>
<td>1,745,977</td>
<td>1,745,977</td>
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</table>

### Maintenance and Operation Expenditures

<table>
<thead>
<tr>
<th>Subcategory</th>
<th>Current FY</th>
<th>Budget FY</th>
<th>Current FY</th>
<th>Budget FY</th>
<th>Current FY</th>
<th>Budget FY</th>
<th>% Inc./(Decr.) from Current FY</th>
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</thead>
<tbody>
<tr>
<td>100 Regular Education</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1000 Classroom Instruction</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2000 Support Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2010 Students</td>
<td>60,848,694</td>
<td>62,473,709</td>
<td>2,611,758</td>
<td>2,459,727</td>
<td>63,460,452</td>
<td>64,955,435</td>
<td>2.32%</td>
</tr>
<tr>
<td>2200 Instructional Staff</td>
<td>4,919,654</td>
<td>5,338,800</td>
<td>426,122</td>
<td>141,694</td>
<td>5,847,776</td>
<td>5,480,494</td>
<td>2.48%</td>
</tr>
<tr>
<td>2300, 2400, 2500 Administration</td>
<td>2,173,998</td>
<td>2,457,868</td>
<td>419,370</td>
<td>428,480</td>
<td>2,665,368</td>
<td>2,887,348</td>
<td>8.33%</td>
</tr>
<tr>
<td>2600 Oper./Maint. of Plant</td>
<td>12,637,555</td>
<td>13,489,941</td>
<td>2,500,322</td>
<td>2,242,435</td>
<td>15,037,877</td>
<td>15,732,276</td>
<td>4.62%</td>
</tr>
<tr>
<td>2900 Other</td>
<td>4,675,925</td>
<td>4,638,605</td>
<td>14,143,278</td>
<td>14,281,960</td>
<td>18,819,203</td>
<td>18,920,565</td>
<td>0.54%</td>
</tr>
<tr>
<td>3000 Oper. of Noninstructional Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>610 School-Sponsored Cocurric. Activities</td>
<td>381,795</td>
<td>350,773</td>
<td>5,940</td>
<td>5,000</td>
<td>387,735</td>
<td>355,773</td>
<td>-8.24%</td>
</tr>
<tr>
<td>620 School-Sponsored Athletics</td>
<td>118,000</td>
<td>125,000</td>
<td>7,800</td>
<td>0</td>
<td>125,800</td>
<td>125,000</td>
<td>-0.64%</td>
</tr>
<tr>
<td>630, 700, 800, 900 Other Programs</td>
<td>1,478,515</td>
<td>1,450,421</td>
<td>153,000</td>
<td>180,900</td>
<td>1,631,515</td>
<td>1,631,321</td>
<td>-0.01%</td>
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<tr>
<td>Regular Education Subsection Subtotal</td>
<td>87,134,137</td>
<td>90,327,016</td>
<td>20,341,589</td>
<td>19,741,196</td>
<td>107,475,726</td>
<td>116,068,212</td>
<td>2.41%</td>
</tr>
<tr>
<td>200 Special Education</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1000 Classroom Instruction</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2000 Support Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2100 Students</td>
<td>13,207,875</td>
<td>13,930,231</td>
<td>2,460,691</td>
<td>2,176,236</td>
<td>15,668,565</td>
<td>16,106,467</td>
<td>2.79%</td>
</tr>
<tr>
<td>2200 Instructional Staff</td>
<td>3,829,739</td>
<td>4,626,747</td>
<td>5,174,233</td>
<td>4,413,503</td>
<td>9,003,972</td>
<td>9,041,779</td>
<td>0.42%</td>
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<tr>
<td>2300, 2400, 2500 Administration</td>
<td>569,696</td>
<td>452,083</td>
<td>19,772</td>
<td>16,772</td>
<td>589,467</td>
<td>466,865</td>
<td>-20.46%</td>
</tr>
<tr>
<td>2600 Oper./Maint. of Plant</td>
<td>41,430</td>
<td>30,900</td>
<td>2,081</td>
<td>2,081</td>
<td>43,511</td>
<td>41,981</td>
<td>-3.52%</td>
</tr>
<tr>
<td>2900 Other</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>3000 Operation of Noninstructional Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Education Subsection Subtotal</td>
<td>17,648,739</td>
<td>19,050,072</td>
<td>7,658,776</td>
<td>6,608,121</td>
<td>25,305,516</td>
<td>25,659,093</td>
<td>1.40%</td>
</tr>
<tr>
<td>400 Pupil Transportation</td>
<td>6,555,150</td>
<td>6,430,878</td>
<td>2,905,185</td>
<td>2,642,185</td>
<td>9,460,335</td>
<td>9,082,003</td>
<td>-4.00%</td>
</tr>
<tr>
<td>510 Desegregation</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>520 Special K-3 Program Override</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>530 Dropout Prevention Programs</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>540 Joint Career and Technical Education</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>and Vocational Education Center</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>550 K-3 Reading Program</td>
<td>729,486</td>
<td>729,486</td>
<td>0</td>
<td>0</td>
<td>729,486</td>
<td>729,486</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

Revised: 05/13-FY 2014  BV 6/18/2013 4:24:23 PM  Page 1 of 2
### TOTAL EXPENDITURES BY FUND

<table>
<thead>
<tr>
<th>FUND</th>
<th>Budgeted Expenditures</th>
<th>$ Increase (Decrease) from Current FY</th>
<th>% Increase (Decrease) from Current FY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance &amp; Operation</td>
<td>142,241,577</td>
<td>145,538,854</td>
<td>3,297,277</td>
</tr>
<tr>
<td>Instructional Improvement</td>
<td>1,500,000</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Structured English Immersion</td>
<td>7,259</td>
<td>0</td>
<td>(7,259)</td>
</tr>
<tr>
<td>Compensatory Instruction</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Classroom Site</td>
<td>6,729,573</td>
<td>9,418,740</td>
<td>2,687,167</td>
</tr>
<tr>
<td>Federal Projects</td>
<td>14,455,319</td>
<td>13,126,719</td>
<td>(1,328,599)</td>
</tr>
<tr>
<td>State Projects</td>
<td>415,483</td>
<td>356,067</td>
<td>(59,416)</td>
</tr>
<tr>
<td>Unrestricted Capital Outlay</td>
<td>2,199,861</td>
<td>3,882,246</td>
<td>1,682,385</td>
</tr>
<tr>
<td>Soft Capital Allocation</td>
<td>968,653</td>
<td>1,745,977</td>
<td>777,324</td>
</tr>
<tr>
<td>Building Renewal</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>New School Facilities</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Adjacent Ways</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Debt Service</td>
<td>14,501,375</td>
<td>12,130,901</td>
<td>(2,370,474)</td>
</tr>
<tr>
<td>School Plant Funds</td>
<td>735,268</td>
<td>150,000</td>
<td>(585,268)</td>
</tr>
<tr>
<td>Auxiliary Operations</td>
<td>700,000</td>
<td>500,000</td>
<td>(200,000)</td>
</tr>
<tr>
<td>Bond Building</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Food Service</td>
<td>10,125,451</td>
<td>10,154,017</td>
<td>28,566</td>
</tr>
<tr>
<td>Other</td>
<td>28,810,085</td>
<td>26,073,127</td>
<td>(2,736,958)</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>PROGRAM (ARS § 15-761)</th>
<th>Current FY</th>
<th>Budget FY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Autism</td>
<td>1,101,023</td>
<td>1,186,881</td>
</tr>
<tr>
<td>Emotional Disability</td>
<td>3,475,944</td>
<td>3,436,327</td>
</tr>
<tr>
<td>Hearing Impairment</td>
<td>518,662</td>
<td>543,155</td>
</tr>
<tr>
<td>Other Health Impairments</td>
<td>145,589</td>
<td>172,890</td>
</tr>
<tr>
<td>Specific Learning Disability</td>
<td>236,582</td>
<td>196,434</td>
</tr>
<tr>
<td>Mild Moderate or Severe Intellectual Disability</td>
<td>4,913,638</td>
<td>4,950,165</td>
</tr>
<tr>
<td>Multiple Disabilities</td>
<td>900,833</td>
<td>921,564</td>
</tr>
<tr>
<td>Multiple Disabilities with S.S.I.</td>
<td>81,893</td>
<td>110,043</td>
</tr>
<tr>
<td>Orthopedic Impairment</td>
<td>172,887</td>
<td>189,376</td>
</tr>
<tr>
<td>Developmental Delay</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Preschool Severe Delay</td>
<td>3,457,745</td>
<td>3,532,921</td>
</tr>
<tr>
<td>Speech / Language Impairment</td>
<td>7,826,423</td>
<td>7,866,526</td>
</tr>
<tr>
<td>Traumatic Brain Injury</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Visual Impairment</td>
<td>254,761</td>
<td>264,771</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>23,086,000</td>
<td>23,374,053</td>
</tr>
<tr>
<td>Gifted Education</td>
<td>665,000</td>
<td>719,070</td>
</tr>
<tr>
<td>Remedial Education</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>ELL Incremental Costs</td>
<td>182,000</td>
<td>182,000</td>
</tr>
<tr>
<td>ELL Compensatory Instruction</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Vocational and Technological Education</td>
<td>1,353,516</td>
<td>1,383,970</td>
</tr>
<tr>
<td>Career Education</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>25,305,516</td>
<td>25,659,093</td>
</tr>
</tbody>
</table>

### PROPOSED STAFFING SUMMARY

<table>
<thead>
<tr>
<th>Staff Type</th>
<th>FTE</th>
<th>Staff-Pupil Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certified --</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Superintendent, Principals</td>
<td>66</td>
<td>1 to 372.0</td>
</tr>
<tr>
<td>Other Administrators</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Teachers</td>
<td>1244</td>
<td>1 to 19.7</td>
</tr>
<tr>
<td>Other</td>
<td>137</td>
<td>1 to 179.2</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>1447</td>
<td>1 to 17.0</td>
</tr>
</tbody>
</table>

| Classified --                     |     |                   |
| Managers, Supervisors, Directors  | 82  | 1 to 299.4        |
| Teachers Aides                    | 343 | 1 to 71.6         |
| Other                             | 595 | 1 to 41.3         |
| **Subtotal**                      | 1020| 1 to 24.1         |

| TOTAL                             | 2467| 1 to 10.0         |

| Special Education --              |     |                   |
| Teacher                           | 174.37| 1 to 18.0       |
| Staff                             | 251.41| 1 to 6.0        |
This is a notification that the above mentioned School District/Charter School will be having a public hearing and board meeting to adopt its Fiscal Year 2014 Expenditure Budget.

Meeting Date: 7/15/2013  Time: 8:30 A.M.

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

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

Contact Name: Jeff Gadd  Phone: 623-876-7018
Email Address: Jeff.gadd@dysart.org  Phone Ext:

The information above is posted on ADE's Web site pursuant to A.R.S. §15-905(C) and is not intended to satisfy Open Meeting Law requirements under A.R.S. §38-431.02 et seq.
AGENDA ITEM: Approval of Resolution and Intergovernmental Agreement Authorizing the Sale of Tax Anticipation Notes (TANS)

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

EXECUTIVE SUMMARY:

By approval of this Resolution, the Board will be authorizing the sale of Tax Anticipation Notes (TANS) in a principal amount, not to exceed $30,000,000 to be used for cash flow purposes for Fiscal year 2013-2014. TANS allows districts in Arizona to minimize the interest cost impact to tax payers for M&O budgets, which is caused by inadequate cash flows at the county level due to state aid apportionment and budget tax collections. Several other districts, along with Dysart, have used the TANS program for the last several years. The goal of using this method of financing is to achieve a reduction in next year’s tax rate. Mr. Bill Davis, from Piper Jaffray, will be in the audience to answer questions. The IGA allows the Maricopa County Treasurer to take direction from each district regarding the sale of the notes. The resolution has been reviewed by District legal counsel.

BOARD ACTION REQUESTED:

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

SUBMITTED BY:  SUPERINTENDENT: 

ACTION BY BOARD:  Motion:  Second:  Vote:  AGENDA ITEM: 32
INTERGOVERNMENTAL AGREEMENT

BETWEEN

CHARLES “HOS” HOSKINS, MARICOPA COUNTY TREASURER
(THE “TREASURER”)

AND

DYSART UNIFIED SCHOOL DISTRICT NO. 89 OF
MARICOPA COUNTY, ARIZONA (THE “DISTRICT”)
THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) made and entered into this ___ day of ___, 2013.

WITNESSETH

WHEREAS, tax anticipation notes, the interest on which is includable in the gross income of the owner of the notes (the “Taxable Notes”) have been, or will be issued by Dysart Unified School District No. 89 of Maricopa County, Arizona (the “District”); and

WHEREAS, The Treasurer of Maricopa County has, or will purchase the Taxable Notes through a sale negotiated between the Treasurer and the District; and

WHEREAS, the District has authorized the issuance and sale of the Taxable Notes; and

WHEREAS, in the resolution authorizing the issuance of the Taxable Notes the District authorized execution and delivery of this agreement; and

WHEREAS, in consideration of the purchase of the Taxable Notes by the Treasurer for and on behalf of the County and other political subdivisions for whom the Treasurer invests money, the District consents and agrees to this agreement.

NOW, THEREFORE, BE IT AGREED BY THE PARTIES HERETO as follows:

Section 1. Authorizations. This Agreement is entered into pursuant to A.R.S. §§ 951 and 11-952. The District’s authority to pledge taxes for the payment of Taxable Notes is contained in A.R.S. Title 35, Chapter 3, Article 3.1. The authority of the Board of Supervisors of Maricopa County to levy taxes for and on behalf of the District the amount of such taxes is contained in A.R.S. § 15-992.

Section 2. Jurisdictional Matters. This Agreement shall commence on ___, 2013 and terminate on June 30, 2014, if the Taxable Notes are then fully paid. If all of the Taxable Notes are not fully paid on or prior to June 30, 2014, this Agreement shall remain in full force and effect until all of the Taxable Notes and interest thereon are fully paid.

The purpose of this Agreement is to provide for a levy and collection of taxes to pay the Taxable Notes, and all other Taxable Notes of the District, as authorized by the Resolution of the Governing Board of the District on June 19, 2013 (the “Resolution”).

The manner of paying the District’s obligation under the Taxable Notes is through the annual levy of ad valorem property taxes, other than ad valorem taxes levied to pay principal of or interest or redemption charges on any bonded indebtedness, and all amounts returned to the District by the State and any taxes which by law or contract must be used by the District for specified purposes.
Except as provided in Section 3, hereof, there is no method incorporated into this Agreement for its termination. Nothing in this Agreement shall relieve any public agency of any obligation or responsibility imposed upon it by law.

Section 3. Registrar and Paying Agent. To simplify the collection and payment of the Notes, the Treasurer shall act as the registrar and paying agent for the Notes. The Treasurer shall keep a registration list showing the owner of the Notes. The Treasurer may pay the principal and interest on the Notes by directly debiting the District’s general fund; provided, however, that the Treasurer shall not invade moneys in the debt service fund that are to be used to pay District bonds. Either the District or the Treasurer may terminate the Treasurer’s registrar and paying agent status upon thirty (30) days notice to the other party.

Section 4. Transfer Restrictions. Notwithstanding any other provision of this Agreement, the Taxable Notes or the Resolution, the Taxable Notes initially sold and owned by the Treasurer (the “Treasurer Notes”) are nontransferable unless the transferee or transferees are “Qualified Institutional Buyer” as such term is defined in Rule 144A of the Securities Act of 1933, as amended with total assets of at least one hundred million dollars ($100,000,000.00) invested in municipal securities in the aggregate of its portfolio and/or under management and such Qualified Institutional Buyer provides the District with an executed certificate verifying such status.

Section 5. Conflict of Interest. Notice is hereby given that pursuant to A.R.S. § 38-511 the State, its political subdivisions, or any department or agency of either, may within three years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating a contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agency of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

[Remainder of Page Intentionally Left Blank]
DATED this ____ day of ___, 2013.

MARICOPA COUNTY TREASURER

By ______________________

AFFIX COUNTY SEAL HERE

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

By: ______________________
Title: ______________________
RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

"County" means Maricopa County, Arizona.

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

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

"Fiscal Year" means the fiscal year commencing on July 1, 2013, and ending on
June 30, 2014.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. Authorization of Notes. Pursuant to Title 35, Chapter 3, Article 3.1, Arizona Revised Statutes, and for the purpose of providing funds to pay the District’s budgeted General Funds expenditures during the Fiscal Year, the Governing Board of the District hereby authorizes that a sum, not to exceed the lesser of: (a) Thirty Million and No/100 Dollars ($30,000,000.00); or (b) ninety percent (90%) of the aggregate of all uncollected Taxes estimated to be received by the District in the Fiscal Year as shown by the Budget, be borrowed for such purpose during the Fiscal Year, such borrowing to be evidenced by the issuance of the District’s Tax Anticipation Notes, Series 2013, designated Dysart Unified School District No. 89 of Maricopa County, Arizona, and shall contain additional identification to distinguish Notes issued at different times. The Notes will: (a) be issued and sold to the Treasurer, (b) be payable on the date set forth in the Series Note Schedule, but in no event later than July 30, 2014, (c) be issued in denominations of not less than $100,000 or any $5,000 integral multiple in excess thereof, (d) bear interest from the date of issue to maturity at a rate or rates not to exceed nine percent (9%) per annum computed on the basis of a 360-day year consisting of twelve 30-day months on the unpaid balance, and (e) be dated the date of initial issuance which date shall be on or after July 1, 2013. Payment of the Notes or interest thereon will not be enforceable out of any
funds or from any moneys of the District other than uncollected Taxes to be credited to the District for the Fiscal Year.

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

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

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

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

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

**Section 7. Initial Sale of Notes and Transfer of Treasurer Notes.** Initially, there shall be one series of Notes in a principal amount not to exceed Thirty Million and No/100 Dollars ($30,000,000.00), designated Dysart Unified School District No. 89 of Maricopa County, Arizona, Tax Anticipation Notes, Series 2013, sold to the Treasurer, pursuant to a Purchase Agreement and a Series Note Schedule.

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

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

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

Section 11. Effect of Issuance. When issued and sold, the Notes will obligate the District to pay the principal amount outstanding on the Notes plus interest from the date of issue to the maturity date. Repayment of a part of the outstanding Notes will not serve to discharge this resolution. This resolution shall remain in full force and effect until all Notes hereafter issued under authority of this resolution are fully paid. The Treasurer is authorized to receive all Proceeds from the sale of the Notes and to pay principal on the Notes and interest accruing thereon at maturity but only from the sources herein provided. The Treasurer is ordered and directed to cause payment of the principal amount of the Notes and interest thereon by timely depositing the necessary amounts of Taxes to the account of the Repayment Fund for such Notes as required by the applicable Series Note Schedule. No additional amounts may be borrowed for the Fiscal year by issuance of the Notes after June 30, 2014.

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

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

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

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

Section 15. Creation of a Repayment Fund; Payment of Notes. Upon the issuance of any series of Notes pursuant to this resolution, the Treasurer shall create a special fund to be known as the Dysart Unified School District No. 89 Tax Anticipation Notes, Series 2013 Principal and Interest Repayment Fund, together with accounts thereof identified as necessary to distinguish Notes issued at different times (the "Repayment Fund"). Such Repayment Fund, and the separate accounts therein, if any, established pursuant to Section 16 for subsequent series of Notes issued pursuant to this resolution, shall be maintained until such time as moneys in the Repayment Fund are sufficient to pay when due all principal and interest on the applicable series of Notes and until the Notes have been paid. All moneys in the Repayment Fund shall be used to pay principal and interest on the Notes and for no other purpose so long as any principal or interest remains outstanding. All moneys deposited to the Repayment Fund may be invested in Investments. All such Investments shall be deemed to be a part of the Repayment Fund. All investment income thereon shall be retained in the Repayment Fund until all principal and interest is paid on the Notes.

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

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

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

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

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

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

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

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

PASSED, ADOPTED AND APPROVED by the Governing Board of Dysart Unified School District No. 89 of Maricopa County, Arizona, on June 19, 2013.

President, Governing Board
DYSART UNIFIED SCHOOL DISTRICT NO. 89
OF MARICOPA COUNTY, ARIZONA
TAX ANTICIPATION NOTE
SERIES 2013

Interest Rate  Date  Denomination
%  ____ 2013  $30,000,000

REGISTERED OWNER: MARICOPA COUNTY TREASURER

DYSART UNIFIED SCHOOL DISTRICT NO. 89 of Maricopa County, Arizona (the "District") promises to pay to the registered owner hereof, or registered assigns, on the ____ day of ____, 2014, the sum of THIRTY MILLION AND 00/100 DOLLARS ($30,000,000.00) plus interest thereon at the rate per annum shown above from the date shown above computed on the basis of a 360-year consisting of twelve 30-day months. Principal and interest on this note shall be payable by wire transfer on the date due to the person in whose name this note is registered at the close of business ten days preceding the maturity date (the "Record Date"). The District shall pay no money hereon except moneys received from or derived from Taxes as described in the resolution of the Governing Board of the District authorizing issuance hereof which otherwise would be paid into the appropriate General Funds of the District, all as is more fully set forth in the resolution adopted by the Governing Board of the District authorizing the issuance of this note. Both principal of and interest on this note shall be payable in any coin or currency of the United States of America which on the maturity date is legal tender for the payment of public and private debts. This note need not be surrendered as a condition to payment of the principal and interest thereon.

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

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

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

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

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

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

_____________________________
President, Governing Board

**COUNTERSIGNED:**

_____________________________
Treasurer, Maricopa County, Arizona

**CERTIFICATE OF REGISTRATION**

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

_____________________________
Treasurer, Maricopa County, Arizona
AGENDA ITEM: Recommendation to Approve Resolution Calling for a Bond Election to be Held on November 5, 2013

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

EXECUTIVE SUMMARY:

The Board will recall approving the need for a November Bond election. This action formalizes the approval process. The election amount will be $86M and will be dependent upon legislative action increasing the District bonding capacity.

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

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

The District shall also publish the deadline for submitting "for" and "against" arguments concerning the bond election in a newspaper of general circulation within the District.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve a resolution calling for a bond election to be held on November 5, 2013.

SUBMITTED BY:  SUPERINTENDENT:  AGENDA ITEM: 33

ACTION BY BOARD:  Motion:  Second:  Vote:  AGENDA ITEM: 33
RESOLUTION


WHEREAS, it appears that the needs and best interests of Dysart Unified School District No. 89 of Maricopa County, Arizona (the “District”), will be served by the issuance and sale of School Improvement Bonds of said District; and

WHEREAS, the laws of the State of Arizona require that an election be held prior to engaging in certain actions, including the issuance and sale of said bonds; and

WHEREAS, by this resolution the Governing Board (the “Board”) of the District will (a) order that a special bond election be held in and for this District on November 5, 2013; and (b) order preparation and mailing of the notice, informational report, publicity pamphlet and sample ballot for the election; and

WHEREAS, by this resolution the Board shall delegate to the District Superintendent the authority to determine the manner in which the special bond election will be conducted; and

WHEREAS, by this resolution the District will publicly declare the last day for receipt of statements “for” and “against” the bonds for inclusion in the Publicity Pamphlet (as defined herein); and

WHEREAS, the District may make expenditures in connection with the proposed projects to be acquired and/or constructed with the proceeds of such proposed bonds; and

WHEREAS, in order to comply with Sections 103 and 141 through 150 of the Internal Revenue Service Code of 1986, as amended, the District may be required, pursuant to Treasury Regulation Section 1.150-2, to declare its intention to reimburse an expenditure with proceeds of the proposed bonds; and

WHEREAS, in order to reimburse the District from proceeds of the Bonds such declaration of intention to reimburse from Bond proceeds for an expenditure made prior to issuance of the Bonds must be made not later than 60 days after the payment of such expenditure; and

WHEREAS, the District shall designate the Finance Director as the officer to declare such official intent on its behalf;
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF DYSART UNIFIED SCHOOL DISTRICT NO. 89 OF MARICOPA COUNTY, ARIZONA, that:

Section 1. Order and Call of Election; Term of the Bonds. A special bond election is hereby ordered to be held in and for this District on November 5, 2013 in the manner prescribed in Section 15-491 and Title 35, Chapter 3, Article 3, Arizona Revised Statutes, as amended (“A.R.S.”), in conjunction with the Statewide general election to be held on such date. The form of ballot for such election shall be in substantially the form attached to this resolution as Exhibit A, which is a part of this resolution and the terms are incorporated into this call of election by reference thereto and shall be submitted to the electors at the special bond election. The District Superintendent or Finance Director is authorized to revise the form of ballot hereto as necessary to comply with all applicable laws. The District Superintendent is further authorized, without further action of the Board, to cancel this call of election if, at any time and in the District Superintendent’s discretion, the needs or best interests of the District would not be served by holding the election called herein. The District Superintendent is further authorized, without further action of the Board, to determine the manner in which to conduct the special bond election. The estimated fiscal year 2013-2014 constitutional debt limit of the District is $308,420,508 (the fiscal year 2012-2013 constitutional debt limit of the District is $318,743,354), the current outstanding general obligation debt of the District is $174,425,000 and the outstanding general obligation debt of the District after the July 1, 2013 principal payment will be $171,785,000. The minimum and maximum number of years that any issue or series of bonds may run from their date shall be as follows: bonds of this authorization may mature not earlier than one (1) year (or a portion thereof) from their date or more than twenty (20) years from their date. The maximum amount of Bonds that may be authorized at the Election is $86,800,000. The Bonds shall bear interest of not to exceed ten percent (10%) per year.

Section 2. Notice of Election.

A. The County School Superintendent of Maricopa County (the “School Superintendent”) is hereby requested to cause the preparation and distribution of an informational report and sample ballot (collectively, the “Informational Report”) for the District pursuant to A.R.S. §§ 15-492 and 35-454. The President, any member of this Board, the District Superintendent or Finance Director are hereby authorized to prepare and deliver or cause to be prepared and delivered to the School Superintendent, on behalf of the Board, the information necessary or appropriate to complete the Informational Report.

B. Notice of the special bond election is ordered to be given by causing the Informational Report to be mailed to the residences containing one or more qualified electors of the District within the time period set forth in the applicable sections of the Arizona Revised Statutes. The District Superintendent or Finance Director and the District staff are hereby authorized and directed to cause the Informational Report to be prepared and mailed as required by law and in accordance with the provisions of this resolution and to cause a copy of the Informational Report to be submitted to the Arizona Department of Revenue within thirty (30) days after the election.
Section 3. Submitting Arguments. This Board hereby declares that the School Superintendent has set the date of August 9, 2013 at the hour of 5:00 p.m. as the deadline to submit arguments “for” or “against” authorization to issue the bonds. The District Superintendent or Finance Director is authorized to publish in a newspaper of general circulation within the District a notice stating the deadline for the filing with the School Superintendent of arguments “for” or “against” the bonds, for inclusion in the Publicity Pamphlet (as hereinafter defined) pertaining to the bonds. A form of the notice requesting arguments “for” and “against”, including the deadline for submitting arguments, is attached hereto as Exhibit B. The District Superintendent or Finance Director is authorized to revise the form of notice hereto as necessary to comply with all applicable laws, any change of date by the County School Superintendent or any change in the manner of conducting the election.

Section 4. Publicity Pamphlet.

A. The District Superintendent or Finance Director is hereby directed to mail, or to aid the School Superintendent’s mailing, to each household in the District in which a qualified elector resides, a publicity pamphlet (the “Publicity Pamphlet”) as required by A.R.S. §§ 15-491 and 35-454.

B. The Publicity Pamphlet may be combined with the Informational Report (collectively, the “Pamphlet”). The mailing of the Pamphlet shall be to each household in the District containing a qualified elector.

Section 5. Early Voting. Early voting will be permitted at said election in accordance with the provisions of Title 16, Chapter 4, Article 8 Arizona Revised Statutes.

Section 6. Submission of Ballot. The District Superintendent or Finance Director is hereby directed to cause, at least eighty-five (85) days before the election, the draft ballot to be submitted to the Arizona legislative council for review and approval and shall be guided by said council’s ruling.

Section 7. Conduct of Election. The special bond election may be conducted in the manner determined to be in the best interests of the District by the Maricopa County Elections Department and the District Superintendent or either of them. The special bond election may be conducted by mail ballot according to A.R.S. § 16-409, as amended, or using polling places and the District Superintendent is hereby authorized to determine the manner in which the election shall be conducted. The District Superintendent shall determine and develop the processes for conducting an election for the question submitted to the qualified electors of the District, whether by mail ballot or at polling places. The special bond election shall be conducted and the votes cast thereat shall be counted and tabulated, and the returns thereof shall be made in the manner provided by law. Only persons who are qualified electors of the District shall vote at the election. The District Superintendent or Finance Director is hereby authorized to have ballots printed and to deliver them to the election officials to be furnished to the qualified electors of the District. The District Superintendent or Finance Director is authorized and directed to enter into a contract with the Maricopa County Recorder (the “County Recorder”) to obtain precinct registers for the election and to enter into an agreement with the Maricopa County Elections Department (the “County Elections Department”) to conduct the election for
the District. The District Superintendent shall cooperate with the School Superintendent to ensure proper administration of the election.

Section 8. Deadline for Voter Registration and Mailing of Ballots if All-Mail Ballot Election. Maricopa County registration and voting lists will be used for the special bond election. To be qualified to vote in the special election, the elector must be registered to vote by Monday, October 7, 2013. In an all-mail ballot election, all qualified electors who were registered by the registration deadline will receive a mail ballot. If an all-mail ballot election is selected, official ballots for the special bond election will be mailed by Maricopa County Elections to qualified electors on Thursday, October 10, 2013, and ballot replacement locations will open on Monday, October 14, 2013.

Section 9. Expenditures. The Board authorizes all expenditures as may be necessary to order, notice, hold and administer or cancel the special bond election, which expenditures shall be paid from current operating funds.

Section 10. Voting Rights Act. In order to comply with the Voting Rights Act of 1965, as amended, the following proceedings pertaining to this election will be translated into Spanish, to-wit: ballot, Pamphlet, all early voting materials and all instructions at the polls. The officers of the District and the County are further authorized and directed to take all action necessary to comply with the Voting Rights Act of 1965, as amended.

Section 11. Polling Places; Ballot Depositories. For purposes of this election, the election precincts, polling places and ballot depositories as set forth in A.R.S. § 16-411, as applicable, will be as established by the County Elections Department, unless changed by the District Superintendent or the Finance Director. If mail ballots are used, voters may deposit marked ballots at the designated ballot depository locations until 7:00 p.m. on November 5, 2013. If polling places are used, the polls will open at 6:00 a.m. and will close at 7:00 p.m. on November 5, 2013. The District Superintendent or Finance Director shall coordinate with the School Superintendent to designate a location for purposes of replacing ballots that have been lost, spoiled, destroyed or not received by the elector. The District’s special bond election may be consolidated with any election to be conducted on November 5, 2013 by any overlapping jurisdiction.

Section 12. Canvass. The Maricopa County Elections Director or the Maricopa County Board of Supervisors is requested and authorized to canvass the returns of the special bond election within thirty (30) days of the election, as required by A.R.S. § 15-493.

Section 13. Other Actions. The District Superintendent or the Finance Director is authorized to take all necessary action to facilitate the election.

Section 14. Reimbursement. The District’s Finance Director is hereby designated as the officer to declare, from time to time, the official intent of the District to reimburse an expenditure with the proceeds of the proposed bonds pursuant to Treasury Regulation Section 1.150-2. Such declaration of official intent shall be signed by the Finance Director and shall be in substantially the form attached hereto as Exhibit C or such other form as may be necessary to comply with the provisions of Treasury Regulation Section 1.150-2. The declaration of intent shall be effective when executed.
Section 15. Ratification. All actions of the members of the Board, officers, employees and agents of the District which are in conformity with the purposes and intent of this resolution, whether heretofore or hereafter taken, shall be and are hereby ratified, confirmed, authorized and approved.

PASSED AND ADOPTED on June 19, 2013.

_____________________________________
President, Governing Board
EXHIBIT A
OFFICIAL BALLOT

FOR SPECIAL BOND ELECTION TO BE HELD IN DYSART UNIFIED SCHOOL DISTRICT NO. 89 OF MARICOPA COUNTY, ARIZONA, ON NOVEMBER 5, 2013.

QUESTION NO. _

Shall Dysart Unified School District No. 89 of Maricopa County, Arizona, be allowed to issue and sell general obligation bonds in the principal amount of not to exceed $86,800,000 to provide money for the following purposes:

- Constructing school buildings;
- Renovating school buildings;
- Purchasing pupil transportation vehicles;
- Acquiring by purchase or lease school lots;
- Improving school grounds, including adjacent ways thereto;
- Supplying school buildings with furniture, equipment and technology;
- Liquidating indebtedness incurred for the purposes set forth herein;
- Providing all utilities and other capital items necessary for the construction and renovation of school buildings and for improving school grounds;
- Paying all architectural, design, engineering, project and construction management and other costs incurred in connection with the purposes set forth above; and
- Paying all legal, financial and other costs in connection with issuance of the bonds?

The bonds will bear interest at rates not exceeding 10% per year. Interest may be evidenced by separate certificates and will be paid on January 1 and July 1 each year until the bonds mature. The bonds, and any bonds issued to refund the District’s bonds, may be sold at prices that include premiums not greater than permitted by law. The bonds may be refunded by the issuance of refunding bonds of a weighted average maturity of less than 75% of the weighted average maturity of the bonds being refunded. Bonds will be in the denominations of $5,000 each or in multiples of $5,000 and will mature on the first day of January or July in years determined by the District’s governing board. The bonds shall mature over a period of not less than 1 year (or a portion thereof) or more than 20 years from the date of their issuance. The issuance of these bonds will result in an annual levy of property taxes sufficient to pay the debt on the bonds.

The capital improvements that are proposed to be funded through this bond issuance are to exceed the State standards and are in addition to monies provided by the State. Dysart Unified School District is proposing to issue Class B general obligation bonds totaling $86,800,000 to fund capital improvements over and above those funded by the State. Under the Students FIRST capital funding system, Dysart Unified School District is entitled to State monies for building renewal, new construction and renovation of school buildings in accordance with State law.

<table>
<thead>
<tr>
<th>BOND APPROVAL, YES</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>BOND APPROVAL, NO</td>
<td></td>
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</tbody>
</table>
[At the discretion of the County elections department, the question set forth above may be presented on the actual ballot in summary form, reading substantially as follows:]

A “yes” vote shall authorize the Dysart Unified School District Governing Board to issue and sell school improvement bonds of the District.

A “no” vote shall not authorize the Dysart Unified School District Governing Board to issue and sell such school improvement bonds.
Dysart Unified School District No. 89 of Maricopa County, Arizona (the “District”), will hold a special bond election on Tuesday, November 5, 2013. The District seeks authorization to issue bonds in the principal amount not to exceed $86,800,000. The estimated average tax rate for the proposed bond authorization is $0.49 per $100 of assessed valuation used for secondary property taxes. The Maricopa County School Superintendent will be preparing an informational pamphlet that will be mailed to households containing one or more registered electors within the District. Any persons wishing to submit a statement “for” or “against” the bond question (not to exceed 200 words) may do so by mail or hand delivery of the statement to the Maricopa County School Superintendent’s office, 4041 N. Central Ave., Suite 1100, Phoenix, AZ 85012; telephone: (602) 506-3866.

To be included in the information pamphlet, such statement must be received in the office of the Maricopa County School Superintendent on or before 5:00 p.m., August 9, 2012. Such statement must be signed and should include the name of the school district, the author’s name, address and telephone number. The last day to register to vote in order to be eligible to vote in this election is Monday, October 7, 2013. For more information concerning the election, please contact Dysart Unified School District, 15802 N. Parkview Place, Surprise, Arizona 85374, telephone: (623) 876-7959.

Publish {four consecutive times in a daily newspaper or 2 consecutive weeks if weekly newspaper} in a newspaper having a general circulation within the District.
EXHIBIT C
DECLARATION OF OFFICIAL INTENT UNDER TREASURY REGULATION SECTION 1.150-2 TO REIMBURSE AN EXPENDITURE WITH PROCEEDS OF TAX-EXEMPT BONDS

The undersigned is the Finance Director of the Dysart Unified School District No. 89 of Maricopa County, Arizona (the “District”), and has been designated by the Governing Board of the District to declare official intent on behalf of the District with respect to the reimbursement of expenditures with proceeds of tax-exempt obligations proposed to be issued in connection with the District’s special bond election [to be] held on November 5, 2013.

Section 1. Declaration of Official Intent. The undersigned hereby declares under Treasury Regulation Section 1.150-2 the official intent of the District to reimburse the capital expenditures made in connection with the Project described in Section 3 hereof with the proceeds of tax-exempt obligations.

Section 2. Timeliness of Declaration. This declaration is being made not later than sixty (60) days after payment of the expenditure(s) to be reimbursed.

Section 3. Project Description. The Project for which the above expenditures were made is described as the construction and acquisition of ______________________________ and all appurtenances related thereto (the “Project”).

Section 4. Maximum Principal Amount. The maximum principal amount of obligations expected to be issued for the Project is $__________.

Section 5. Reasonable Expectation to Reimburse. This Declaration as of its date is consistent with the budgetary and financial circumstances of the District and the District reasonably expects to reimburse the expenditures described in Section 3 with proceeds of tax-exempt bonds of the District.

Dated: _______________, 20__.

Marcie Rodriguez, Finance Director, Dysart Unified School District No. 89 of Maricopa County, Arizona
AGENDA ITEM: Recommendation to Approve the Resolution and Charter School Applications of Canyon Ridge School, Countryside Elementary, Luke Elementary and West Point Elementary

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

EXECUTIVE SUMMARY:

It is recommended the Governing Board approve the resolution and charter school applications of Canyon Ridge School, Countryside Elementary, Luke Elementary and West Point Elementary for District sponsorship commencing with the 2013-2014 school year and agrees to serve as the charter sponsor for said schools, subject to the Board’s approval of a charter to be submitted for each school that conforms to the legal requirements for such charters and the submission of all other supporting documentation required by law.

BOARD ACTION REQUESTED:
Recommendation to approve the resolution and charter school applications of Canyon Ridge School, Countryside Elementary, Luke Elementary and West Point Elementary.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]
ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 34
RESOLUTION

Governing Board of Dysart Unified School District No. 89

Upon motion of __________________, seconded by __________________, and approved by a majority of the members of the Dysart Unified School District No. 89 Governing Board, the Board hereby accepts the charter school applications of Canyon Ridge School, Countryside Elementary, Luke Elementary and West Point Elementary for District sponsorship commencing with the 2013-2014 school year and agrees to serve as the charter sponsor for said schools, subject to the Board’s approval of a charter to be submitted for each school that conforms to the legal requirements for such charters and the submission of all other supporting documentation required by law.

Traci Sawyer-Sinkbeil, President

Jerry Eynon, Clerk

Christine A.K. Pritchard, Board Member

Bonnie Schroader, Board Member

Jennifer Tanner, Board Member

Dated:
A. Educational Plan

A.1 Educational Philosophy: Canyon Ridge School (sometimes referred to herein as the "Charter School") is intended to offer families a high quality education with rigorous expectations for academic performance. Further, the school is intended to be a reflection of the local community — in particular the parents, students, staff and community members who choose to participate in the school. This Charter seeks to provide a solid foundation and framework upon which participants can build.

Purpose. The purpose of the Charter School is to improve student achievement by providing an option for those parents who would like to send their children to a school emphasizing Science, Technology, Engineering and Mathematics (STEM).

Need. In a highly competitive, global, technology-driven world, families need a school that provides the highest level of academic instruction within a safe, supportive community and a family-oriented environment.

Support. The Charter School will be sponsored by the highly-regarded Dysart Unified School District (sometimes referred to herein as the “District”). The Charter School will be able to rely on assistance from well-established instruction, business, technology, special education and facilities departments of the District.

Mission Statement. The mission of the Charter School is to provide parents with a safe and nurturing school community where their children can obtain a quality education.

Goals of the School.

1. Create an environment where education is treated as a shared responsibility of the school, the parents, the community and the individual learner.

2. Promote partnerships that will increase parental involvement and participation in developing the social, emotional and academic growth of children.

3. Provide a learning environment that reflects a high standard for academic excellence, a strong belief in personal responsibility and a commitment to community service.

4. Connect closely to the local community.
A.2 Target Population:
The student population of the Charter School consists primarily of children residing in the Dysart Unified School District whose parents choose to send them to the Charter School; however, students who are non-residents of the District are eligible for enrollment if there is sufficient capacity. The number of non-resident students will not exceed a ratio of one non-resident to two resident students.

Number of Students to be Served. The number of students to be served in the initial year of the Charter School is expected to be approximately 935.

Grades to be Served. The Charter School will serve grades kindergarten through eighth grades.

A.3 Program of Instruction

A.3.1 Mastery and Promotion
The Charter School will show academic accountability through:

- Completion and distribution of the State-mandated school report card.
- Ongoing student evaluation.
- Ongoing scheduled parent conferences.
- Issuance of regular student report cards.

Students are expected to master grade level standards by the end of the school year. Student progress toward mastery is monitored using both formative and summative assessments. If a student is not demonstrating progression toward mastery, additional instructional time is provided in class, after school or during another prearranged time.

A.3.2 Course Offerings
Curriculum in alignment with the Arizona academic standards will be offered in the areas of:

- Mathematics
- Language Arts
- Social Studies
- Science

Methodology. Teachers assist students in acquiring knowledge and developing important and appropriate skills. Learning and instruction is performance-based, with student products evaluated for mastery on a continuing basis through:

- Shared inquiry
- Cooperative learning
- Authentic activities
- Teacher directed instruction and evaluation
- Student-centered learning
A.4 School Calendar and Weekly Schedule: (Appendix A)  
https://calendar.dysart.org/EventCalendar/Front.aspx

A.5 Performance Management Plan
Program and Performance Standards. The Charter School will provide a program that is challenging and productive for students. Some features of the program will include:

- A challenging academic curriculum.
- All teachers will be state certified.
- Resource materials available through computer applications and the internet.

Effectiveness Measures. The effectiveness of the Charter School will be measured through:

- Completion and distribution of the State-mandated school report card.
- Ongoing surveys of parents, students and staff.
- Ongoing evaluation of general student academic performance as well as AIMS and District Level Assessments.
- Regular evaluations of staff.
- Student presentations of projects and products.
- Completion of the Arizona Learns Achievement Profile.

A.6 Curriculum Samples: see iPlan (Appendix B)  
https://schoolweb.dysart.org/iPlan/default.aspx

B. Operational Plan

B.1 Applicant Entity
The Dysart Unified School District is authorized under Arizona law to sponsor a charter school. By this Charter, the Dysart Unified School District hereby sponsors and establishes a charter school to be known as Canyon Ridge School.

B.2 Governing Body
The Dysart Unified School District Governing Board will be the governing body of the Charter School and will be responsible for the policy making and overall operation of the Charter School.

B.3 Management & Operation
The Dysart Unified School District superintendent and the Charter School staff are responsible for the organization, planning and day-to-day operation of the Charter School.

Parent/Community Involvement. The Charter School will operate in an environment that provides parents and the community with the opportunity for participating and input in decision-making and the learning process.
Site Council. A Site Council for the Charter School will be established, according to Dysart Unified School District Governing Board policy.

Parent Roles and Responsibilities. Parents will be required to sign an agreement that outlines the commitment to specific roles they will play in the education of their children and the operation of the Charter School.

Community Partnerships. Partnerships with the community-at-large will be aggressively pursued by the Charter School.

School Accountability. The Charter School administration and staff, in coordination with the Site Council, shall be responsible for the development of an annual school improvement plan and regular reports to the Governing Board of the District and school community, including the school report card.

B.3.1 Education Service Providers
Expectations of Sponsoring District. The Charter School shall be subject to and governed as provided in the policies of the Dysart Unified School District Governing Board.


B.3.2 Contracted Services
District/School Relations. The District, under the direction of the Governing Board, is sponsoring the Charter School. The Charter School is subject to the same requirements and conditions as any school within the District.

C. Business Plan
C.1 Facilities Acquisition
The charter will utilize the Dysart facility located at 17359 W. Surprise Farms Loop N., Surprise, AZ 85388.

C.2 Advertising and Promotion
If capacity is insufficient to enroll all pupils who submit a timely application, the Charter School shall select pupils through an equitable selection process. Students living within a surrounding “service area” of the Charter School will receive first enrollment priority. A second level of enrollment priority will be given to other students living within the Dysart Unified School District. Enrollment will then be available to students who are non-residents of the District. In subsequent years, preference shall be given to siblings of pupils already attending the Charter School. Students who are not selected will be placed on a waiting list and will be offered enrollment as capacity becomes available.
C.3 Personnel
The Charter School will follow the Dysart Unified School District's hiring procedures and standards. The Dysart Unified School District will oversee salary and benefits structure to ensure compliance with the law. All individuals employed by the Charter School must possess the personal characteristics, expertise and qualifications identified in the posted job description. The Charter School will accept applications through the personnel department of the Dysart Unified School District.

C.4 Start-Up Budget
The Charter School's budget is formulated by Dysart Unified School District and the Charter School’s administration. Financial approval and control shall be handled by the District’s Governing Board in the same fashion as other Dysart Schools and general operations. Dysart Unified School District and the Charter School’s administration shall be responsible for following all legal requirements. The budget shall outline federal and state revenues and expenditures necessary to operate the Charter School.

The Charter School shall be entitled to its full share of all county, state and federal funds, including allowance for attendance, special education services and other categorical program services to the extent which any student in the Charter School is eligible to participate as determined by state and federal regulations and the Dysart Unified School District's allocation formulae. In addition, the Charter School shall be included in the Dysart Unified School District's consolidated application for categorical funding.

C.5 Three –Year Operational Budget
The Charter School will be operated without impact on the regular K-12 Non-Charter budget of the Dysart Unified School District.

Cost-Benefit Analysis. The plan for the Charter School is sponsored, planned and monitored by the Dysart Unified School District and is in conformance with statutory requirements and is economically sound.

Financial Responsibility. The Charter School shall be included in the District's financial assistance calculations pursuant to state statutes. The District’s Governing Board, as sponsor of the Charter School, will monitor the Charter School's financial state and ensure that all state laws are followed. The Governing Board is also responsible for administering the named services and supporting activities.

Procedures for Accountability. The Charter School is subject to the same financial requirements as any school in the Dysart Unified School District, including the Uniform System of Financial Records, procurement rules and audit requirements.
Purchased Services or Property. The Charter School will operate in accordance with Dysart Governing Board policies in all procurement and contractual issues.

Insurance. The Charter School shall be included in the insurance policy of the Dysart Unified School District.

Facility Analysis. The Charter School will be maintained in the same manner as any other school within the Dysart Unified School District.

Transportation Arrangements. Students shall be transported to and from the Charter School in accordance with Dysart Unified School District Governing Board policy and procedures.

Nondiscrimination: Students will be considered for admission without regard to race, ethnicity, national origin, gender, religion, disability or achievement level.

Nonsectarian Practices: The Charter School is nonsectarian in its programs, admission policies and employment practices, and all other operations.

Compliance with Law; Non-Exemption from Laws: The Charter School shall comply with all federal, state and local rules, regulations and statutes relating to health, safety, civil rights and insurance to the same extent as required of Dysart Unified School District schools. The Charter School shall comply with all federal and state laws relating to the education of children with disabilities in the same manner as any other Arizona public school educating elementary school aged students. In addition, the Charter School shall not be exempt from statutes and rules relating to schools, governing boards and school districts unless a specific exemption is requested and granted by the Governing Board.

Term: Pursuant to A.R.S. §15-183(I), this Charter is effective for fifteen years from the first day of operation of the Charter School. For purposes of this Charter, the first day of operation of the Charter School shall be determined by the annual approved school calendar.

Approved and accepted by the Dysart Unified School District Governing Board

Dysart Unified School
District Governing Board

By:
### Dysart Unified School District No. 89 2013-2014 CALENDAR

<table>
<thead>
<tr>
<th>August '13</th>
<th>January '14</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>First Day for Students</strong></td>
<td><strong>August 5</strong></td>
</tr>
<tr>
<td><strong>Labor Day</strong></td>
<td><strong>September 2</strong></td>
</tr>
<tr>
<td>K-8 Parent/Teacher Conf.</td>
<td><strong>Oct. 10-11 [1/2 days K-8]</strong></td>
</tr>
<tr>
<td>K-8 Report Cards Issued</td>
<td><strong>October 11</strong></td>
</tr>
<tr>
<td>Fall Break</td>
<td><strong>October 14-18</strong></td>
</tr>
<tr>
<td>Columbus Day</td>
<td><strong>Oct. 14 [part of Fall Break]</strong></td>
</tr>
<tr>
<td><strong>Veterans Day</strong></td>
<td><strong>November 11</strong></td>
</tr>
<tr>
<td><strong>Thanksgiving Recess</strong></td>
<td><strong>November 27-29</strong></td>
</tr>
<tr>
<td><strong>High School Final Exams</strong></td>
<td><strong>December 18-19 [1/2 days HS]</strong></td>
</tr>
<tr>
<td>Early Release</td>
<td><strong>December 19 [1/2 days K-8]</strong></td>
</tr>
<tr>
<td>Semester Break (no school)</td>
<td><strong>December 20</strong></td>
</tr>
<tr>
<td>Winter Break</td>
<td><strong>Dec. 23- Jan. 3</strong></td>
</tr>
<tr>
<td>School Resumes</td>
<td><strong>January 6</strong></td>
</tr>
<tr>
<td>K-8 Report Cards Issued</td>
<td><strong>January 10</strong></td>
</tr>
<tr>
<td>Martin Luther King Jr. Day</td>
<td><strong>January 20</strong></td>
</tr>
<tr>
<td>100th Day</td>
<td><strong>January 21</strong></td>
</tr>
<tr>
<td><strong>President’s Day</strong></td>
<td><strong>February 17</strong></td>
</tr>
<tr>
<td><strong>Spring Break</strong></td>
<td><strong>March 10-14</strong></td>
</tr>
<tr>
<td>Spring Holiday</td>
<td><strong>March 14</strong></td>
</tr>
<tr>
<td>K-8 Parent/Teacher Conf.</td>
<td><strong>March 20-21 [1/2 days K-8]</strong></td>
</tr>
<tr>
<td>K-8 Report Cards Issued</td>
<td><strong>March 21</strong></td>
</tr>
<tr>
<td><strong>No School/Staff Development</strong></td>
<td><strong>April 18</strong></td>
</tr>
<tr>
<td><strong>High School Final Exams</strong></td>
<td><strong>May 21-22 [1/2 days HS]</strong></td>
</tr>
<tr>
<td>Last Day for Students</td>
<td><strong>May 22 [1/2 day K-8]</strong></td>
</tr>
<tr>
<td>Graduation Day</td>
<td><strong>Week of May 19</strong></td>
</tr>
<tr>
<td><strong>K-8 Quarters End/Days</strong></td>
<td><strong>HS Semesters End/Days</strong></td>
</tr>
<tr>
<td>October 4</td>
<td><strong>December 19</strong></td>
</tr>
<tr>
<td>44 days</td>
<td><strong>89 days</strong></td>
</tr>
<tr>
<td>December 19</td>
<td><strong>May 22</strong></td>
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<tr>
<td>45 days</td>
<td><strong>91 days</strong></td>
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<tr>
<td>March 7</td>
<td><strong>May 22</strong></td>
</tr>
<tr>
<td>43 days</td>
<td><strong>May 22</strong></td>
</tr>
<tr>
<td>May 22</td>
<td><strong>91 days</strong></td>
</tr>
</tbody>
</table>

*Students are dismissed early every Monday beginning Aug. 12 to provide time for teacher professional development.*
Deriving Equations
Math | Geometry 1-2 | Unit 9

**Standards**

**MAHS-C.GPE-1**
Derive the equation of a circle of given center and radius using the Pythagorean Theorem; complete the square to find the center and radius of a circle given by an equation.

**NCHS-S04-C03-02**
Determine an equation of a circle given its center and radius; given an equation of a circle, find its center and radius.

**Resources**

Add A Resource
Common Core Standards & Materials
Deriving Equations Details

The Dysart Unified School District does not discriminate on the basis of race, color, national origin, sex, disability, religion, or age in its programs or activities. For information regarding discrimination grievance or complaint procedures, contact the Assistant Superintendent for Employee and Public Relations at 623.876.7000.

Development and Design by Dysart Unified School District Information Technology Department
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Big Idea

These standards are directed toward fostering students’ understanding and working knowledge of concepts of print, the alphabetic principle, and other basic conventions of the English writing system. These foundational skills are not an end in and of themselves; rather, they are necessary and important components of an effective, comprehensive reading program designed to develop proficient readers with the capacity to comprehend texts across a range of types and disciplines. Instruction should be differentiated: good readers will need much less practice with these concepts than struggling readers will. The point is to teach students what they need to learn and not what they already know—to discern when particular children or activities warrant more or less attention.

Standards

<table>
<thead>
<tr>
<th>LA4-RF-1 (not applicable)</th>
<th>LA4-RF-3-A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use combined knowledge of all letter-sound correspondences, syllabification patterns, and morphology (e.g., roots and affixes) to read accurately unfamiliar multisyllabic words in context and out of context.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LA4-RF-2 (not applicable)</th>
<th>LA4-RF-4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Read on-level prose and poetry orally with accuracy, appropriate rate, and expression on successive readings.</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>LA4-RF-3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Know and apply grade-level phonics and word analysis skills in decoding words.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>LA4-RF-4-A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Read on-level text with purpose and understanding.</td>
</tr>
</tbody>
</table>

Content/Core Ideas

KEY IDEAS AND DETAILS 1. Read closely to determine what the text says explicitly and to make logical inferences from it; cite specific textual evidence when writing or speaking to support conclusions drawn from the text. 2. Determine central ideas or themes of a text and analyze their development; summarize the key supporting details and ideas. 3. Analyze how and why individuals, events, and ideas develop and interact over the course of a text. CRAFT AND Structure 4. Interpret words and phrases as they are used in a text, including determining technical meanings, connotative meanings, and figurative meanings, and analyze how specific word choices shape meaning or tone. 5. Analyze the structure of texts, including how specific sentences, paragraphs, and larger portions of the text (e.g., a section, chapter, scene, or stanza) relate to each other and the whole. 6. Assess how point of view or purpose shapes the content and style of a text. INTEGRATION OF KNOWLEDGE AND IDEAS 7. Integrate and evaluate content presented in diverse media and formats, including visually and quantitatively, as well as in words. 8. Delineate and evaluate the argument and specific claims in a text, including the validity of the reasoning as well as the relevance and sufficiency of the evidence. 9. Analyze how two or more texts address similar themes or topics in order to build knowledge or to compare the approaches the authors take. RANGE OF READING AND LEVEL OF TEXT COMPLEXITY 10. Read and comprehend complex literary and informational texts independently and proficiently.

Resources

Add A Resource
- Common Core Standards - Unwrapped
- 4th Grade Common Core Foundational Skills Standards - Unwrapped
## Big Idea

Life requires matter that serves as nutrients to build body structure, and energy that fuels life's processes.

## Essential Questions

How do plants harvest light energy and transform it to chemical energy?

## Standards

**SCHS-504-C05-01**

Compare the processes of photosynthesis and cellular respiration in terms of energy flow, reactants, and products.

## Content/Core Ideas

### Skills

**Photosynthesis**

Define photosynthesis as the fundamental process by which plants manufacture carbohydrates from raw materials using energy from light. State the word equation for the production of simple sugars and oxygen. Investigate the necessity for chlorophyll, light, and carbon dioxide for photosynthesis, using appropriate controls. Describe the intake of carbon dioxide and water by plants. Explain that chlorophyll traps light energy and converts it into chemical energy for the formation of carbohydrates and their subsequent storage. Identify and label the cuticle, cellular, and tissue structure of a decaying leaf, as seen in cross-section under the light microscope, and describe the significance of these features in terms of functions, to include: distribution of chloroplasts—photosynthesis, stomata and mesophyll cells—gas exchange, vascular bundles (xylem and phloem)—transport and support. Describe the importance of: nitrate ions for protein synthesis, magnesium ions for chlorophyll synthesis. Describe the uses, and the dangers of overuse, of nitrogen fertilizers.

## Academic Vocabulary

- nutrition
- organic
- inorganic
- photosynthesis
- chlorophyll
- lamina
- petiole
- vascular bundles
- veins
- epidermis
- cuticle
- stomata (stoma)
- guard cells
- spongy layer
- xylem vessels
- phloem tubes
- carbon dioxide
- nitrogen
- magnesium
- limiting factor

---

*The Dysart Unified School District does not discriminate on the basis of race, color, national origin, sex, disability, religion, or age in its programs or activities. For information regarding discrimination grievances or complaints procedures, contact the Assistant Superintendent for Elementary and Public Relations at 623.874.7000.*

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Contemporary world
Social Studies | World History | Environmental Issues

The expansion of population, migration and changes in industrialisation have created environmental challenges.

Population pressures increase demands on limited natural resources and environments straining a state's economy and government.

New technologies that have affected the environment.

Natural disasters, conflicts, and human activities have sometimes created refugee crises.

### Essential Questions
- What are the environmental changes that are caused by population expansion?
- How do human actions affect the environment?
- How have changes in industrialisation created environmental challenges?
- How has population growth increased demand on limited natural resources?
- How has population growth affected a state's economy and government?
- What are the roles of technology in affecting the environment?
- What is a refugee?
- How do natural disasters create refugee crises?
- How does a refugee crisis affect the environment?

### Skills
- Define refugees
- Identify impacts of population growth
- Analyse the impact of natural disasters on the environment
- Analyse the effect of human actions on the environment
- Define migration
- Give examples of natural resources
- Analyse how new technology affects the environment
- Predict future environmental changes

### Academic Vocabulary
- Environment
- Technology
- Economy
- Migration
- Refuge
- Human activities
- Conflict
- Natural disasters
- Natural resources

### Content/Core Ideas
- Geography, Humans and the environment
- Science, technology, innovation, and the environment

### Resources
- Audi & Resource
- Electronic Resources
- Altered
- Clio: The World Fact Book
- Gap Minder
- McDonald's in Hong Kong
- Show Mapping
- Lessons Planning Materials

Geographic Technology Assisting Academic Conversation

The lesson plan contains embedded links to the audio files. Click the links to play the audio files.
A. Educational Plan

A.1 Educational Philosophy: Countryside Elementary (sometimes referred to herein as the "Charter School") is intended to offer families a high quality education with rigorous expectations for academic performance. Further, the school is intended to be a reflection of the local community — in particular the parents, students, staff and community members who choose to participate in the school. This Charter seeks to provide a solid foundation and framework upon which participants can build.

Purpose. The purpose of the Charter School is to improve student achievement by providing an option for those parents who would like to send their children to a school emphasizing an advanced academic curriculum in Math, Science, English, and foreign language, preparing students for advanced programs in high school.

Need. In a highly competitive, global, technology-driven world, families need a school that provides the highest level of academic instruction within a safe, supportive community and a family-oriented environment.

Support. The Charter School will be sponsored by the highly-regarded Dysart Unified School District (sometimes referred to herein as the “District”). The Charter School will be able to rely on assistance from well-established instruction, business, technology, special education and facilities departments of the District.

Mission Statement. The mission of the Charter School is to provide parents with a safe and nurturing school community where their children can obtain a quality education.

Goals of the School.

1. Create an environment where education is treated as a shared responsibility of the school, the parents, the community and the individual learner.

2. Promote partnerships that will increase parental involvement and participation in developing the social, emotional and academic growth of children.

3. Provide a learning environment that reflects a high standard for academic excellence, a strong belief in personal responsibility and a commitment to community service.

4. Connect closely to the local community.
A.2 Target Population:
The student population of the Charter School consists primarily of children residing in the Dysart Unified School District whose parents choose to send them to the Charter School; however, students who are non-residents of the District are eligible for enrollment if there is sufficient capacity. The number of non-resident students will not exceed a ratio of one non-resident to two resident students.

Number of Students to be Served. The number of students to be served in the initial year of the Charter School is expected to be approximately 860.

Grades to be Served. The Charter School will serve grades kindergarten through eighth grades.

A.3 Program of Instruction

A.3.1 Mastery and Promotion
The Charter School will show academic accountability through:

- Completion and distribution of the State-mandated school report card.
- Ongoing student evaluation.
- Ongoing scheduled parent conferences.
- Issuance of regular student report cards.

Students are expected to master grade level standards by the end of the school year. Student progress toward mastery is monitored using both formative and summative assessments. If a student is not demonstrating progression toward mastery, additional instructional time is provided in class, after school or during another prearranged time.

A.3.2 Course Offerings
Curriculum in alignment with the Arizona academic standards will be offered in the areas of:

- Mathematics
- Language Arts
- Social Studies
- Science

Methodology. Teachers assist students in acquiring knowledge and developing important and appropriate skills. Learning and instruction is performance-based, with student products evaluated for mastery on a continuing basis through:

- Shared inquiry
- Cooperative learning
- Authentic activities
- Teacher directed instruction and evaluation
- Student-centered learning
A.4 School Calendar and Weekly Schedule: (Appendix A)
https://calendar.dysart.org/EventCalendar/Front.aspx

A.5 Performance Management Plan
Program and Performance Standards. The Charter School will provide a program that is challenging and productive for students. Some features of the program will include:

- A challenging academic curriculum.
- All teachers will be state certified.
- Resource materials available through computer applications and the internet.

Effectiveness Measures. The effectiveness of the Charter School will be measured through:

- Completion and distribution of the State-mandated school report card.
- Ongoing surveys of parents, students and staff.
- Ongoing evaluation of general student academic performance as well as AIMS and District Level Assessments.
- Regular evaluations of staff.
- Student presentations of projects and products.
- Completion of the Arizona Learns Achievement Profile.

A.6 Curriculum Samples: see iPlan (Appendix B)
https://schoolweb.dysart.org/iPlan/default.aspx

B. Operational Plan

B.1 Applicant Entity
The Dysart Unified School District is authorized under Arizona law to sponsor a charter school. By this Charter, the Dysart Unified School District hereby sponsors and establishes a charter school to be known as Countryside Elementary.

B.2 Governing Body
The Dysart Unified School District Governing Board will be the governing body of the Charter School and will be responsible for the policy making and overall operation of the Charter School.

B.3 Management & Operation
The Dysart Unified School District superintendent and the Charter School staff are responsible for the organization, planning and day-to-day operation of the Charter School.

Parent/Community Involvement. The Charter School will operate in an environment that provides parents and the community with the opportunity for participating and input in decision-making and the learning process.
Site Council. A Site Council for the Charter School will be established, according to Dysart Unified School District Governing Board policy.

Parent Roles and Responsibilities. Parents will be required to sign an agreement that outlines the commitment to specific roles they will play in the education of their children and the operation of the Charter School.

Community Partnerships. Partnerships with the community-at-large will be aggressively pursued by the Charter School.

School Accountability. The Charter School administration and staff, in coordination with the Site Council, shall be responsible for the development of an annual school improvement plan and regular reports to the Governing Board of the District and school community, including the school report card.

B.3.1 Education Service Providers
Expectations of Sponsoring District. The Charter School shall be subject to and governed as provided in the policies of the Dysart Unified School District Governing Board.


B.3.2 Contracted Services
District/School Relations. The District, under the direction of the Governing Board, is sponsoring the Charter School. The Charter School is subject to the same requirements and conditions as any school within the District.

C. Business Plan
C.1 Facilities Acquisition
The charter will utilize the Dysart facility located at 15034 N. Parkview Place, Surprise, AZ 85379.

C.2 Advertising and Promotion
If capacity is insufficient to enroll all pupils who submit a timely application, the Charter School shall select pupils through an equitable selection process. Students living within a surrounding “service area” of the Charter School will receive first enrollment priority. A second level of enrollment priority will be given to other students living within the Dysart Unified School District. Enrollment will then be available to students who are non-residents of the District. In subsequent years, preference shall be given to siblings of pupils already attending the Charter School. Students who are not selected will be placed on a waiting list and will be offered enrollment as capacity becomes available.
C.3 Personnel
The Charter School will follow the Dysart Unified School District's hiring procedures and standards. The Dysart Unified School District will oversee salary and benefits structure to ensure compliance with the law. All individuals employed by the Charter School must possess the personal characteristics, expertise and qualifications identified in the posted job description. The Charter School will accept applications through the personnel department of the Dysart Unified School District.

C.4 Start-Up Budget
The Charter School's budget is formulated by Dysart Unified School District and the Charter School’s administration. Financial approval and control shall be handled by the District’s Governing Board in the same fashion as other Dysart Schools and general operations. Dysart Unified School District and the Charter School’s administration shall be responsible for following all legal requirements. The budget shall outline federal and state revenues and expenditures necessary to operate the Charter School.

The Charter School shall be entitled to its full share of all county, state and federal funds, including allowance for attendance, special education services and other categorical program services to the extent which any student in the Charter School is eligible to participate as determined by state and federal regulations and the Dysart Unified School District's allocation formulae. In addition, the Charter School shall be included in the Dysart Unified School District's consolidated application for categorical funding.

C.5 Three –Year Operational Budget
The Charter School will be operated without impact on the regular K-12 Non-Charter budget of the Dysart Unified School District.

Cost-Benefit Analysis. The plan for the Charter School is sponsored, planned and monitored by the Dysart Unified School District and is in conformance with statutory requirements and is economically sound.

Financial Responsibility. The Charter School shall be included in the District's financial assistance calculations pursuant to state statutes. The District’s Governing Board, as sponsor of the Charter School, will monitor the Charter School's financial state and ensure that all state laws are followed. The Governing Board is also responsible for administering the named services and supporting activities.

Procedures for Accountability. The Charter School is subject to the same financial requirements as any school in the Dysart Unified School District, including the Uniform System of Financial Records, procurement rules and audit requirements.
Purchased Services or Property. The Charter School will operate in accordance with Dysart Governing Board policies in all procurement and contractual issues.

Insurance. The Charter School shall be included in the insurance policy of the Dysart Unified School District.

Facility Analysis. The Charter School will be maintained in the same manner as any other school within the Dysart Unified School District.

Transportation Arrangements. Students shall be transported to and from the Charter School in accordance with Dysart Unified School District Governing Board policy and procedures.

Nondiscrimination: Students will be considered for admission without regard to race, ethnicity, national origin, gender, religion, disability or achievement level.

Nonsectarian Practices: The Charter School is nonsectarian in its programs, admission policies and employment practices, and all other operations.

Compliance with Law; Non-Exemption from Laws: The Charter School shall comply with all federal, state and local rules, regulations and statutes relating to health, safety, civil rights and insurance to the same extent as required of Dysart Unified School District schools. The Charter School shall comply with all federal and state laws relating to the education of children with disabilities in the same manner as any other Arizona public school educating elementary school aged students. In addition, the Charter School shall not be exempt from statutes and rules relating to schools, governing boards and school districts unless a specific exemption is requested and granted by the Governing Board.

Term: Pursuant to A.R.S. §15-183(I), this Charter is effective for fifteen years from the first day of operation of the Charter School. For purposes of this Charter, the first day of operation of the Charter School shall be determined by the annual approved school calendar.

Approved and accepted by the Dysart Unified School District Governing Board

Dysart Unified School
District Governing Board

By:
Dysart Unified School District No. 89 2013-2014 CALENDAR

First Day for Students
Labor Day
K-8 Parent/Teacher Conf.
K-8 Report Cards Issued
Fall Break
Columbus Day
Veterans Day
Thanksgiving Recess
High School Final Exams
Early Release
Semester Break (no school)
Winter Break
School Resumes
K-8 Report Cards Issued
Martin Luther King Jr. Day
100th Day
President’s Day
Spring Break
Spring Holiday
K-8 Parent/Teacher Conf.
K-8 Report Cards Issued
No School/Staff Development
High School Final Exams
Last Day for Students
Graduation Day
K-8 Quarters End/Days

<table>
<thead>
<tr>
<th>Month</th>
<th>Days</th>
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</thead>
<tbody>
<tr>
<td>August</td>
<td>44</td>
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<tr>
<td>December</td>
<td>45</td>
</tr>
<tr>
<td>March</td>
<td>43</td>
</tr>
<tr>
<td>May</td>
<td>48</td>
</tr>
</tbody>
</table>

HS Semesters End/Days
|
|------------|
| December   | 89   |
| May        | 91   |

Students are dismissed early every Monday beginning Aug. 12 to provide time for teacher professional development.
Deriving Equations
Math | Geometry 1-2 | Unit 9

Standards

MAFS-9.G.GPE.1
Derive the equation of a circle of given center and radius using the Pythagorean Theorem; complete the square to find the center and radius of a circle given by an equation.

MCHS-SM4-C03-02
Determine an equation of a circle given its center and radius; given an equation of a circle, find its center and radius.

Resources

Add A Resource
Common Core Standards & Materials
Deriving Equations Details
Standards

LA4-RF-1 (not applicable)
Use combined knowledge of all-letter-sound correspondences, syllabification patterns, and morphology (e.g., roots and affixes) to read accurately unfamiliar multisyllabic words in context and out of context.

LA4-RF-2 (not applicable)
Use context to confirm or self-correct word recognition and understanding, rereading as necessary.

LA4-RF-3
Read on-level text with purpose and understanding.

LA4-RF-4-A Read on-level text with purpose and understanding.

LA4-RF-4-B Read on-level prose and poetry orally with accuracy, appropriate rate, and expression on successive readings.

LA4-RF-4-C Use context to confirm or self-correct word recognition and understanding, rereading as necessary.

Content/Core Ideas

KEY IDEAS AND DETAILS 1. Read closely to determine what the text says explicitly and to make logical inferences from it; cite specific textual evidence when writing or speaking to support conclusions drawn from the text. 2. Determine central ideas or themes of a text and analyze their development; summarize the key supporting details and ideas. 3. Analyze how and why individuals, events, and ideas develop and interact over the course of a text.

CRAFT AND STRUCTURE 4. Interpret words and phrases as they are used in a text, including determining technical, connotative, and figurative meanings, and analyze how specific word choices shape meaning or tone. 5. Analyze the structure of texts, including how specific sentences, paragraphs, and larger portions of the text (e.g., a section, chapter, scene, or stanza) relate to each other and the whole. 6. Assess how point of view or purpose shapes the content and style of a text.

INTEGRATION OF KNOWLEDGE AND IDEAS 7. Integrate and evaluate content presented in diverse media and formats, including visually and quantitatively, as well as in words. 8. Delineate and evaluate the argument and specific claims in a text, including the validity of the reasoning as well as the relevance and sufficiency of the evidence. 9. Analyze how two or more texts address similar themes or topics in order to build knowledge or to compare the approaches the authors take. RANGE OF READING AND LEVEL OF TEXT COMPLEXITY 10. Read and comprehend complex literary and informational texts independently and proficiently.

Resources

Add A Resource
Common Core Standards - Unwrapped
4th Grade Common Core Foundational Skills Standards - Unwrapped
**Plant Nutrition**

**Science | Cambridge Biology | Plant Nutrition**

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**Big Idea**

Life requires matter that serves as nutrients to build body structure, and energy that fuels life’s processes.

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**Essential Questions**

How do plants harvest light energy and transform it to chemical energy?

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**Standards**

SCHS-504-C05-01

Compare the processes of photosynthesis and cellular respiration in terms of energy flow, reactants, and products.

---

**Skills**

**Photosynthesis**

Define photosynthesis as the fundamental process by which plants manufacture carbohydrates from raw materials using energy from light. State the word equation for the production of simple sugars and oxygen. Investigate the necessity for chlorophyll, light, and carbon dioxide for photosynthesis, using appropriate controls. Describe the intake of carbon dioxide and water by plants. Explain that chlorophyll traps light energy and converts it into chemical energy for the formation of carbohydrates and their subsequent storage. Identify and label the cuticle, cellular, and tissue structure of a decorticated leaf, as seen in cross-section under the light microscope, and describe the significance of these features in terms of functions, to include: distribution of chloroplasts—photosynthesis; stomata and mesophyll cells—gas exchange; vascular bundles (xylem and phloem)—transport and support. Describe the importance of: nitrate ions for protein synthesis; magnesium ions for chlorophyll synthesis. Describe the uses, and the dangers of overuse, of nitrogen fertilizers.

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**Academic Vocabulary**

nutrition, organic, inorganic, photosynthesis, chlorophyll, lamina, petiole, vascular bundles, vein, epidermis, cuticle, stoma (stoma), guard cells, spongy layer, xylem vessels, phloem tubes, carbon dioxide, nitrogen, magnesium, limiting factor

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**Resources**

Add A Resource

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*The Dysart Unified School District does not discriminate on the basis of race, color, national origin, sex, disability, religion, or age in its programs or activities. For information regarding discrimination grievance or complaint procedures, contact the Assistant Superintendent for Elementary and Secondary Education at 623.874.7000.

Development and Design by Dysart Unified School District Information Technology Department All Rights Reserved copyright 2012 D.U.S.D.*
The expansion of population, migration and changes in industrialisation have created environmental challenges. Population pressures increase demands on limited natural resources and environments stressing a state's economy and government. New technologies that have affected the environment.

Natural disasters, conflicts, and human activities have sometimes created refugee crises.

Key Ideas

**Essential Questions**
- What are the environmental changes that are caused by population expansion?
- How do the changes affect the environment?
- How have natural disasters increased the demand for natural resources?
- How have population growth affected a state's economy and government?
- What are the new technologies that have affected the environment?
- What is a refugee?
- How do natural disasters create refugee crises?
- How does a refugee crisis affect the environment?

**Skills**
- Define refugees.
- Identify trends of population growth.
- Analyze the effects of natural disasters on the environment.
- Analyze the effects of humans on the environment.
- Define migration.
- Give examples of natural resources.
- Analyze how new technology affects the environment.
- Predict future environmental changes.

**Academic Vocabulary**
- Environment
- Technology
- Economy
- Migration
- Refuge
- Human activities
- Conflict
- Natural disasters
- Natural resources
- Geography, Humans, and the Environment
- Science, Technology, Innovation, and the Environment

**Resources**
- Add a Resource
- Electronic Resources
- Akpedia
- CERN: The World Wide Web
- Gap Minder
- McDonald's in Hong Kong
- Show Mapping
- Lessons Planning Materials

**Geographic Technology-Assisted Audio Conversation**
APPLICATION FOR DISTRICT SPONSORED CHARTER
APPLICANT: DYSART CHARTER SCHOOLS
SCHOOL: LUKE ELEMENTARY

(This document was submitted in accordance with Dysart Unified School District Governing Board Policy Section 12.1 regarding charter schools.)

A. Educational Plan

A.1 Educational Philosophy: Luke Elementary (sometimes referred to herein as the “Charter School”) is intended to offer families a high quality education with rigorous expectations for academic performance. Further, the school is intended to be a reflection of the local community — in particular the parents, students, staff and community members who choose to participate in the school. This Charter seeks to provide a solid foundation and framework upon which participants can build.

Purpose. The purpose of the Charter School is to improve student achievement by providing an option for those parents who would like to send their children to a school that emphasizes proficiency in one or more foreign languages and also embeds global perspective in all content areas.

Need. In a highly competitive, global, technology-driven world, families need a school that provides the highest level of academic instruction within a safe, supportive community and a family-oriented environment.

Support. The Charter School will be sponsored by the highly-regarded Dysart Unified School District (sometimes referred to herein as the “District”). The Charter School will be able to rely on assistance from well-established instruction, business, technology, special education and facilities departments of the District.

Mission Statement. The mission of the Charter School is to provide parents with a safe and nurturing school community where their children can obtain a quality education.

Goals of the School.

1. Create an environment where education is treated as a shared responsibility of the school, the parents, the community and the individual learner.

2. Promote partnerships that will increase parental involvement and participation in developing the social, emotional and academic growth of children.

3. Provide a learning environment that reflects a high standard for academic excellence, a strong belief in personal responsibility and a commitment to community service.

4. Connect closely to the local community.
A.2 Target Population:
The student population of the Charter School consists primarily of children residing in the Dysart Unified School District whose parents choose to send them to the Charter School; however, students who are non-residents of the District are eligible for enrollment if there is sufficient capacity. The number of non-resident students will not exceed a ratio of one non-resident to two resident students.

Number of Students to be Served. The number of students to be served in the initial year of the Charter School is expected to be approximately 769.

Grades to be Served. The Charter School will serve grades kindergarten through eighth grades.

A.3 Program of Instruction

A.3.1 Mastery and Promotion
The Charter School will show academic accountability through:

- Completion and distribution of the State-mandated school report card.
- Ongoing student evaluation.
- Ongoing scheduled parent conferences.
- Issuance of regular student report cards.

Students are expected to master grade level standards by the end of the school year. Student progress toward mastery is monitored using both formative and summative assessments. If a student is not demonstrating progression toward mastery, additional instructional time is provided in class, after school or during another prearranged time.

A.3.2 Course Offerings
Curriculum in alignment with the Arizona academic standards will be offered in the areas of:

- Mathematics
- Language Arts
- Social Studies
- Science

Methodology. Teachers assist students in acquiring knowledge and developing important and appropriate skills. Learning and instruction is performance-based, with student products evaluated for mastery on a continuing basis through:

- Shared inquiry
- Cooperative learning
- Authentic activities
- Teacher directed instruction and evaluation
- Student-centered learning
A.4 School Calendar and Weekly Schedule: (Appendix A) 
https://calendar.dysart.org/EventCalendar/Front.aspx

A.5 Performance Management Plan

Program and Performance Standards. The Charter School will provide a program that is challenging and productive for students. Some features of the program will include:

- A challenging academic curriculum.
- All teachers will be state certified.
- Resource materials available through computer applications and the internet.

Effectiveness Measures. The effectiveness of the Charter School will be measured through:

- Completion and distribution of the State-mandated school report card.
- Ongoing surveys of parents, students and staff.
- Ongoing evaluation of general student academic performance as well as AIMS and District Level Assessments.
- Regular evaluations of staff.
- Student presentations of projects and products.
- Completion of the Arizona Learns Achievement Profile.

A.6 Curriculum Samples: see iPlan (Appendix B) 
https://schoolweb.dysart.org/iPlan/default.aspx

B. Operational Plan

B.1 Applicant Entity
The Dysart Unified School District is authorized under Arizona law to sponsor a charter school. By this Charter, the Dysart Unified School District hereby sponsors and establishes a charter school to be known as Luke Elementary.

B.2 Governing Body
The Dysart Unified School District Governing Board will be the governing body of the Charter School and will be responsible for the policy making and overall operation of the Charter School.

B.3 Management & Operation
The Dysart Unified School District superintendent and the Charter School staff are responsible for the organization, planning and day-to-day operation of the Charter School.

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Community Partnerships. Partnerships with the community-at-large will be aggressively pursued by the Charter School.

School Accountability. The Charter School administration and staff, in coordination with the Site Council, shall be responsible for the development of an annual school improvement plan and regular reports to the Governing Board of the District and school community, including the school report card.

B.3.1 Education Service Providers

Expectations of Sponsoring District. The Charter School shall be subject to and governed as provided in the policies of the Dysart Unified School District Governing Board.


B.3.2 Contracted Services

District/School Relations. The District, under the direction of the Governing Board, is sponsoring the Charter School. The Charter School is subject to the same requirements and conditions as any school within the District.

C. Business Plan

C.1 Facilities Acquisition

The charter will utilize the Dysart facility located at 7300 N. Dysart Rd., Glendale, AZ 85307.

C.2 Advertising and Promotion

If capacity is insufficient to enroll all pupils who submit a timely application, the Charter School shall select pupils through an equitable selection process. Students living within a surrounding “service area” of the Charter School will receive first enrollment priority. A second level of enrollment priority will be given to other students living within the Dysart Unified School District. Enrollment will then be available to students who are non-residents of the District. In subsequent years, preference shall be given to siblings of pupils already attending the Charter School. Students who are not selected will be placed on a waiting list and will be offered enrollment as capacity becomes available.
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The Charter School's budget is formulated by Dysart Unified School District and the Charter School’s administration. Financial approval and control shall be handled by the District’s Governing Board in the same fashion as other Dysart Schools and general operations. Dysart Unified School District and the Charter School’s administration shall be responsible for following all legal requirements. The budget shall outline federal and state revenues and expenditures necessary to operate the Charter School.

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C.5 Three –Year Operational Budget
The Charter School will be operated without impact on the regular K-12 Non-Charter budget of the Dysart Unified School District.

Cost-Benefit Analysis. The plan for the Charter School is sponsored, planned and monitored by the Dysart Unified School District and is in conformance with statutory requirements and is economically sound.

Financial Responsibility. The Charter School shall be included in the District's financial assistance calculations pursuant to state statutes. The District’s Governing Board, as sponsor of the Charter School, will monitor the Charter School's financial state and ensure that all state laws are followed. The Governing Board is also responsible for administering the named services and supporting activities.

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Purchased Services or Property. The Charter School will operate in accordance with Dysart Governing Board policies in all procurement and contractual issues.

Insurance. The Charter School shall be included in the insurance policy of the Dysart Unified School District.

Facility Analysis. The Charter School will be maintained in the same manner as any other school within the Dysart Unified School District.

Transportation Arrangements. Students shall be transported to and from the Charter School in accordance with Dysart Unified School District Governing Board policy and procedures.

Nondiscrimination: Students will be considered for admission without regard to race, ethnicity, national origin, gender, religion, disability or achievement level.

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Term: Pursuant to A.R.S. §15-183(I), this Charter is effective for fifteen years from the first day of operation of the Charter School. For purposes of this Charter, the first day of operation of the Charter School shall be determined by the annual approved school calendar.

Approved and accepted by the Dysart Unified School District Governing Board

Dysart Unified School
District Governing Board

By:
_______________________
# Dysart Unified School District
## 2013-2014 CALENDAR

### First Day for Students
- Labor Day: September 2
- K-8 Parent/Teacher Conf.: October 2
- K-8 Report Cards Issued: October 11
- Fall Break: October 14-18
- Columbus Day: October 14 [part of Fall Break]
- Veterans Day: November 11
- Thanksgiving Recess: November 27-29
- High School Final Exams: December 18-19 [1/2 days HS]
- Early Release: December 19 [1/2 days K-8]
- Semester Break (no school): December 20
- Winter Break: December 23 - January 3
- School Resumes: January 6
- K-8 Report Cards Issued: January 10
- Martin Luther King Jr. Day: January 20
- 100th Day: January 21
- President's Day: February 17
- Spring Break: March 10-14
- Spring Holiday: March 14
- K-8 Parent/Teacher Conf.: March 20-21 [1/2 days K-8]
- K-8 Report Cards Issued: March 21
- No School/Staff Development: April 18
- High School Final Exams: May 21-22 [1/2 days HS]
- Last Day for Students: May 22 (1/2 day K-8)
- Graduation Day: Week of May 19
- K-8 Quarters End/Days: October 4, 44 days
- December 19, 45 days
- March 7, 43 days
- May 22, 48 days
- HS Semesters End/Days: December 19, 89 days
- May 22, 91 days

*Students are dismissed early every Monday beginning Aug. 12 to provide time for teacher professional development.*
Deriving Equations
Math | Geometry 1-2 | Unit 9

**Standards**

**MAHS-CC.PF-1**
Derive the equation of a circle of given center and radius using the Pythagorean Theorem; complete the square to find the center and radius of a circle given by an equation.

**NCHS-SQ.03-02**
Determine an equation of a circle given its center and radius; given an equation of a circle, find its center and radius.

**Resources**

Add A Resource
Common Core Standards & Materials
Deriving Equations Details

The Dysart Unified School District does not discriminate on the basis of race, color, national origin, sex, disability, religion, or age in its programs or activities. For information regarding discrimination grievance or complaint procedures, contact the Assistant Superintendent for Employee and Public Relations at 602.876.7000.
**Reading - Foundational Skills (K-5)**

**Language Arts | 4th Grade | Common Core Reading - Foundational Skills (K-5)**

**Big Idea**

These standards are directed toward fostering students’ understanding and working knowledge of concepts of print, the alphabetic principle, and other basic conventions of the English writing system. These foundational skills are not an end in and of themselves; rather, they are necessary and important components of an effective, comprehensive reading program designed to develop proficient readers with the capacity to comprehend texts across a range of types and disciplines. Instruction should be differentiated: good readers will need much less practice with these concepts than struggling readers will. The goal is to teach students what they need to learn and not what they already know—to discern when particular children or activities warrant more or less attention.

**Standards**

<table>
<thead>
<tr>
<th>LA4-RF-1 (not applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>LA4-RF-3-A</td>
</tr>
<tr>
<td>Use combined knowledge of all letter-sound correspondences, syllabication patterns, and morphology (e.g., roots and affixes) to read accurately unfamiliar multisyllabic words in context and out of context.</td>
</tr>
<tr>
<td>LA4-RF-4-B</td>
</tr>
<tr>
<td>Read on-level prose and poetry orally with accuracy, appropriate rate, and expression on successive readings.</td>
</tr>
<tr>
<td>LA4-RF-2 (not applicable)</td>
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<tr>
<td>LA4-RF-4</td>
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<tr>
<td>Read with sufficient accuracy and fluency to support comprehension.</td>
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<tr>
<td>LA4-RF-4-C</td>
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<tr>
<td>Use context to confirm or self-correct word recognition and understanding, rereading as necessary.</td>
</tr>
<tr>
<td>LA4-RF-3</td>
</tr>
<tr>
<td>Know and apply grade-level phonics and word analysis skills in decoding words.</td>
</tr>
<tr>
<td>LA4-RF-4-A</td>
</tr>
<tr>
<td>Read on-level text with purpose and understanding.</td>
</tr>
</tbody>
</table>

**Content/Core Ideas**

KEY IDEAS AND DETAILS 1. Read closely to determine what the text says explicitly and to make logical inferences from it; cite specific textual evidence when writing or speaking to support conclusions drawn from the text. 2. Determine central ideas or themes of a text and analyze their development; summarize the key supporting details and ideas. 3. Analyze how and why individuals, events, and ideas develop and interact over the course of a text. CRAFT AND STRUCTURE 4. Interpret words and phrases as they are used in a text, including determining technical, connotative, and figurative meanings, and analyze how specific word choices shape meaning or tone. 5. Analyze the structure of texts, including how specific sentences, paragraphs, and larger portions of the text (e.g., a section, chapter, scene, or stanza) relate to each other and the whole. 6. Assess how point of view or purpose shapes the content and style of a text. INTEGRATION OF KNOWLEDGE AND IDEAS 7. Integrate and evaluate content presented in diverse media and formats, including visually and quantitatively, as well as in words. 8. Delineate and evaluate the argument and specific claims in a text, including the validity of the reasoning as well as the relevance and sufficiency of the evidence. 9. Analyze how two or more texts address similar themes or topics in order to build knowledge or to compare the approaches the authors take. RANGE OF READING AND LEVEL OF TEXT COMPLEXITY 10. Read and comprehend complex literary and informational texts independently and proficiently.

**Resources**

Add A Resource

- **Common Core Standards - Unwrapped**
- **4th Grade Common Core Foundational Skills Standards - Unwrapped**

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The District Unified School District does not discriminate on the basis of race, color, national origin, sex, disability, religion, or age in its programs or activities. For information regarding discrimination grievance or complaint procedures contact the Assistant Superintendent for Employee and Public Relations at 822-676-7000.

Pamphlets and Notices for District Unified School District Information Technology Department
### Big Idea

Life requires matter that serves as nutrients to build body structure, and energy that fuels life's processes.

### Essential Questions

How do plants harvest light energy and transform it to chemical energy?

### Standards

SCHS-504-C05-01

Compare the processes of photosynthesis and cellular respiration in terms of energy flow, reactants, and products.

### Content/Core Ideas

**Photosynthesis**

Define photosynthesis as the fundamental process by which plants manufacture carbohydrates from raw materials using energy from light State the word equation for the production of simple sugars and oxygen Investigate the necessity for chlorophyll, light, and carbon dioxide for photosynthesis, using appropriate controls Describe the intake of carbon dioxide and water by plants Explain that chlorophyll traps light energy and converts it into chemical energy for the formation of carbohydrates and their subsequent storage Identify and label the cuticle, cellular, and tissue structure of a deciduous leaf, as seen in cross-section under the light microscope, and describe the significance of these features in terms of functions, to include: • distribution of chloroplast—photosynthesis • stomata and mesophyll cells—gas exchange • vascular bundles (xylem and phloem)—transport and support Describe the importance of: • nitrate ions for protein synthesis • magnesium ions for chlorophyll synthesis Describe the uses, and the dangers of overuse, of nitrogen fertilizers

### Academic Vocabulary

nutrition, organic, inorganic, photosynthesis, chlorophyll, lamina, petiole, vascular bundles, vein, epidermis, cuticle, stoma (stoma), guard cells, spongy layer, xylem vessels, phloem tubes, carbon dioxide, nitrogen, magnesium, limiting factor

### Resources

Add A Resource
The expansion of population, migration and changes in industrialisation have created environmental challenges.

Population pressures increase demands on limited natural resources and environments straining a state's economy and government.

New technologies that have affected the environment.

Natural disasters, conflicts, and human activities have sometimes created refugee crises.

### Essential Questions

- What are the environmental changes that are caused by population expansion?
- How do businesses affect the environment?
- How have technological advances affected the environment?
- How has population growth increased demand on limited natural resources?
- How has population growth affected a state's economy and government?
- What are some new technologies that have affected the environment?
- What is a refugee?
- How do natural disasters create refugee crises?
- How does a refugee crisis affect the environment?

### Key Terms

- New technologies:
- Refugees:
- Natural disasters:
- Population growth:

### Skills

- Define natural disasters
- Identify trends of population growth
- Analyse the effect of natural disasters on the environment
- Analyse the effect of humans on the environment
- Define migration
- Give examples of natural resources
- Analyse how new technology affects the environment
- Predict future environmental changes

### Content/Core Ideas

- Geography, humans and the environment
- Science, technology, innovation and the environment

### Academic Vocabulary

- Environment
- Technology
- Economy
- Migration
- Refuge
- Human activities
- Conflict
- Natural disasters
- Natural resources

### Resources

- Add A Resource
- Electronic Resources
- Alaphila
- Clik The World Fact Book
- Gap Minder
- McDonald's in Hong Kong
- Show Mapping
- Lesson Planning Materials
- Geographic Technology: Assistance Aided Conversation
APPLICATION FOR DISTRICT SPONSORED CHARTER  
APPLICANT: DYSART CHARTER SCHOOLS  
SCHOOL: WEST POINT ELEMENTARY  

(This document was submitted in accordance with Dysart Unified School District Governing Board Policy Section 12.1 regarding charter schools.)

A. Educational Plan  

A.1 Educational Philosophy: West Point Elementary (sometimes referred to herein as the "Charter School") is intended to offer families a high quality education with rigorous expectations for academic performance. Further, the school is intended to be a reflection of the local community — in particular the parents, students, staff and community members who choose to participate in the school. This Charter seeks to provide a solid foundation and framework upon which participants can build.  

Purpose. The purpose of the Charter School is to improve student achievement by providing an option for those parents who would like to send their children to a school emphasizing the teaching of core curriculum in an arts-enriched learning environment.

Need. In a highly competitive, global, technology-driven world, families need a school that provides the highest level of academic instruction within a safe, supportive community and a family-oriented environment.

Support. The Charter School will be sponsored by the highly-regarded Dysart Unified School District (sometimes referred to herein as the “District”). The Charter School will be able to rely on assistance from well-established instruction, business, technology, special education and facilities departments of the District.

Mission Statement. The mission of the Charter School is to provide parents with a safe and nurturing school community where their children can obtain a quality education.

Goals of the School.

1. Create an environment where education is treated as a shared responsibility of the school, the parents, the community and the individual learner.

2. Promote partnerships that will increase parental involvement and participation in developing the social, emotional and academic growth of children.

3. Provide a learning environment that reflects a high standard for academic excellence, a strong belief in personal responsibility and a commitment to community service.

4. Connect closely to the local community.
A.2 Target Population:
The student population of the Charter School consists primarily of children residing in the Dysart Unified School District whose parents choose to send them to the Charter School; however, students who are non-residents of the District are eligible for enrollment if there is sufficient capacity. The number of non-resident students will not exceed a ratio of one non-resident to two resident students.

Number of Students to be Served. The number of students to be served in the initial year of the Charter School is expected to be approximately 831.

Grades to be Served. The Charter School will serve grades kindergarten through eighth grades.

A.3 Program of Instruction

A.3.1 Mastery and Promotion
The Charter School will show academic accountability through:

- Completion and distribution of the State-mandated school report card.
- Ongoing student evaluation.
- Ongoing scheduled parent conferences.
- Issuance of regular student report cards.

Students are expected to master grade level standards by the end of the school year. Student progress toward mastery is monitored using both formative and summative assessments. If a student is not demonstrating progression toward mastery, additional instructional time is provided in class, after school or during another prearranged time.

A.3.2 Course Offerings
Curriculum in alignment with the Arizona academic standards will be offered in the areas of:

- Mathematics
- Language Arts
- Social Studies
- Science

Methodology. Teachers assist students in acquiring knowledge and developing important and appropriate skills. Learning and instruction is performance-based, with student products evaluated for mastery on a continuing basis through:

- Shared inquiry
- Cooperative learning
- Authentic activities
- Teacher directed instruction and evaluation
- Student-centered learning
A.4 School Calendar and Weekly Schedule: (Appendix A)
https://calendar.dysart.org/EventCalendar/Front.aspx

A.5 Performance Management Plan
Program and Performance Standards. The Charter School will provide a program that is challenging and productive for students. Some features of the program will include:

- A challenging academic curriculum.
- All teachers will be state certified.
- Resource materials available through computer applications and the internet.

Effectiveness Measures. The effectiveness of the Charter School will be measured through:

- Completion and distribution of the State-mandated school report card.
- Ongoing surveys of parents, students and staff.
- Ongoing evaluation of general student academic performance as well as AIMS and District Level Assessments.
- Regular evaluations of staff.
- Student presentations of projects and products.
- Completion of the Arizona Learns Achievement Profile.

A.6 Curriculum Samples: see iPlan (Appendix B)
https://schoolweb.dysart.org/iPlan/default.aspx

B. Operational Plan

B.1 Applicant Entity
The Dysart Unified School District is authorized under Arizona law to sponsor a charter school. By this Charter, the Dysart Unified School District hereby sponsors and establishes a charter school to be known as West Point Elementary.

B.2 Governing Body
The Dysart Unified School District Governing Board will be the governing body of the Charter School and will be responsible for the policy making and overall operation of the Charter School.

B.3 Management & Operation
The Dysart Unified School District superintendent and the Charter School staff are responsible for the organization, planning and day-to-day operation of the Charter School.

Parent/Community Involvement. The Charter School will operate in an environment that provides parents and the community with the opportunity for participating and input in decision-making and the learning process.
Site Council. A Site Council for the Charter School will be established, according to Dysart Unified School District Governing Board policy.

Parent Roles and Responsibilities. Parents will be required to sign an agreement that outlines the commitment to specific roles they will play in the education of their children and the operation of the Charter School.

Community Partnerships. Partnerships with the community-at-large will be aggressively pursued by the Charter School.

School Accountability. The Charter School administration and staff, in coordination with the Site Council, shall be responsible for the development of an annual school improvement plan and regular reports to the Governing Board of the District and school community, including the school report card.

B.3.1 Education Service Providers

Expectations of Sponsoring District. The Charter School shall be subject to and governed as provided in the policies of the Dysart Unified School District Governing Board.


B.3.2 Contracted Services

District/School Relations. The District, under the direction of the Governing Board, is sponsoring the Charter School. The Charter School is subject to the same requirements and conditions as any school within the District.

C. Business Plan

C.1 Facilities Acquisition

The charter will utilize the Dysart facility located at 13700 W. Greenway Rd., Surprise, AZ 85374.

C.2 Advertising and Promotion

If capacity is insufficient to enroll all pupils who submit a timely application, the Charter School shall select pupils through an equitable selection process. Students living within a surrounding “service area” of the Charter School will receive first enrollment priority. A second level of enrollment priority will be given to other students living within the Dysart Unified School District. Enrollment will then be available to students who are non-residents of the District. In subsequent years, preference shall be given to siblings of pupils already attending the Charter School. Students who are not selected will be placed on a waiting list and will be offered enrollment as capacity becomes available.
C.3 Personnel
The Charter School will follow the Dysart Unified School District's hiring procedures and standards. The Dysart Unified School District will oversee salary and benefits structure to ensure compliance with the law. All individuals employed by the Charter School must possess the personal characteristics, expertise and qualifications identified in the posted job description. The Charter School will accept applications through the personnel department of the Dysart Unified School District.

C.4 Start-Up Budget
The Charter School's budget is formulated by Dysart Unified School District and the Charter School’s administration. Financial approval and control shall be handled by the District’s Governing Board in the same fashion as other Dysart Schools and general operations. Dysart Unified School District and the Charter School’s administration shall be responsible for following all legal requirements. The budget shall outline federal and state revenues and expenditures necessary to operate the Charter School.

The Charter School shall be entitled to its full share of all county, state and federal funds, including allowance for attendance, special education services and other categorical program services to the extent which any student in the Charter School is eligible to participate as determined by state and federal regulations and the Dysart Unified School District's allocation formulae. In addition, the Charter School shall be included in the Dysart Unified School District's consolidated application for categorical funding.

C.5 Three –Year Operational Budget
The Charter School will be operated without impact on the regular K-12 Non-Charter budget of the Dysart Unified School District.

Cost-Benefit Analysis. The plan for the Charter School is sponsored, planned and monitored by the Dysart Unified School District and is in conformance with statutory requirements and is economically sound.

Financial Responsibility. The Charter School shall be included in the District's financial assistance calculations pursuant to state statutes. The District’s Governing Board, as sponsor of the Charter School, will monitor the Charter School's financial state and ensure that all state laws are followed. The Governing Board is also responsible for administering the named services and supporting activities.

Procedures for Accountability. The Charter School is subject to the same financial requirements as any school in the Dysart Unified School District, including the Uniform System of Financial Records, procurement rules and audit requirements.
Purchased Services or Property. The Charter School will operate in accordance with Dysart Governing Board policies in all procurement and contractual issues.

Insurance. The Charter School shall be included in the insurance policy of the Dysart Unified School District.

Facility Analysis. The Charter School will be maintained in the same manner as any other school within the Dysart Unified School District.

Transportation Arrangements. Students shall be transported to and from the Charter School in accordance with Dysart Unified School District Governing Board policy and procedures.

Nondiscrimination: Students will be considered for admission without regard to race, ethnicity, national origin, gender, religion, disability or achievement level.

Nonsectarian Practices: The Charter School is nonsectarian in its programs, admission policies and employment practices, and all other operations.

Compliance with Law; Non-Exemption from Laws: The Charter School shall comply with all federal, state and local rules, regulations and statutes relating to health, safety, civil rights and insurance to the same extent as required of Dysart Unified School District schools. The Charter School shall comply with all federal and state laws relating to the education of children with disabilities in the same manner as any other Arizona public school educating elementary school aged students. In addition, the Charter School shall not be exempt from statutes and rules relating to schools, governing boards and school districts unless a specific exemption is requested and granted by the Governing Board.

Term: Pursuant to A.R.S. §15-183(I), this Charter is effective for fifteen years from the first day of operation of the Charter School. For purposes of this Charter, the first day of operation of the Charter School shall be determined by the annual approved school calendar.

Approved and accepted by the Dysart Unified School District Governing Board

Dysart Unified School
District Governing Board

By: __________________________
Dysart Unified School District No. 89
2013-2014 CALENDAR

First Day for Students: August 5

Labor Day: September 2
K-8 Parent/Teacher Conf.
K-8 Report Cards Issued
Fall Break
Columbus Day
Veterans Day
Thanksgiving Recess
High School Final Exams
Early Release
Semester Break (no school)
Winter Break
School Resumes
K-8 Report Cards Issued
Martin Luther King Jr. Day
100th Day
President’s Day
Spring Break
Spring Holiday
K-8 Parent/Teacher Conf.
K-8 Report Cards Issued
No School/Staff Development
High School Final Exams
Last Day for Students
Graduation Day

K-8 Quarters End/Days:
October 4: 44 days
December 19: 45 days
March 7: 43 days
May 22: 48 days

HS Semesters End/Days:
December 19: 89 days
May 22: 91 days

Students are dismissed early every Monday beginning Aug. 12 to provide time for teacher professional development.
**Deriving Equations**

Math | Geometry 1-2 | Unit 9

**Standards**

MTHS-G.GPE-1
Derive the equation of a circle of given center and radius using the Pythagorean Theorem; complete the square to find the center and radius of a circle given by an equation.

MCHS-SD4-C03-02
Determine an equation of a circle given its center and radius; given an equation of a circle, find its center and radius.

**Resources**

Add A Resource
Common Core Standards & Materials
Deriving Equations Details

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Development and Design by Dysart Unified School District Information Technology Department

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### Reading - Foundational Skills (K-5)

**Language Arts | 4th Grade | Common Core Reading - Foundational Skills (K-5)**

**Big Idea**

These standards are directed toward fostering students' understanding and working knowledge of concepts of print, the alphabetic principle, and other basic conventions of the English writing system. These foundational skills are not an end in and of themselves; rather, they are necessary and important components of an effective, comprehensive reading program designed to develop proficient readers with the capacity to comprehend texts across a range of types and disciplines. Instruction should be differentiated: good readers will need much less practice with these concepts than struggling readers will. The point is to teach students what they need to learn and not what they already know—to discern when particular children or activities warrant more or less attention.

### Standards

<table>
<thead>
<tr>
<th>LA4-RF-1 (not applicable)</th>
<th>LA4-RF-3-A</th>
<th>LA4-RF-4-B</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Use combined knowledge of all letter-sound correspondences, syllabication patterns, and morphology (e.g., roots and affixes) to read accurately unfamiliar multisyllabic words in context and out of context.</td>
<td>Read on-level prose and poetry orally with accuracy, appropriate rate, and expression on successive readings.</td>
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</tbody>
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<tr>
<th>LA4-RF-2 (not applicable)</th>
<th>LA4-RF-4</th>
<th>LA4-RF-4-C</th>
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<td>Read with sufficient accuracy and fluency to support comprehension.</td>
<td>Use context to confirm or self-correct word recognition and understanding, rereading as necessary.</td>
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<tr>
<td>Know and apply grade-level phonics and word analysis skills in decoding words.</td>
<td>Read on-level text with purpose and understanding.</td>
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</table>

### Content/Core Ideas

**KEY IDEAS AND DETAILS 1.** Read closely to determine what the text says explicitly and to make logical inferences from it; cite specific textual evidence when writing or speaking to support conclusions drawn from the text. 2. Determine central ideas or themes of a text and analyze their development; summarize the key supporting details and ideas. 3. Analyze how and why individuals, events, and ideas develop and interact over the course of a text. 4. CRAFT AND STRUCTURE 4. Interpret words and phrases as they are used in a text, including determining technical, connotative, and figurative meanings, and analyze how specific word choices shape meaning or tone. 5. Analyze the structure of texts, including how specific sentences, paragraphs, and larger portions of the text (e.g., a section, chapter, scene, or stanza) relate to each other and the whole. 6. Assess how point of view or purpose shapes the content and style of a text. 7. INTEGRATION OF KNOWLEDGE AND IDEAS 7. Integrate and evaluate content presented in diverse media and formats, including visually and quantitatively, as well as in words. 8. Delineate and evaluate the argument and specific claims in a text, including the validity of the reasoning as well as the relevance and sufficiency of the evidence. 9. Analyze how two or more texts address similar themes or topics in order to build knowledge or to compare the approaches the authors take. 10. RANGE OF READING AND LEVEL OF TEXT COMPLEXITY 10. Read and comprehend complex literary and informational texts independently and proficiently.

### Resources

**Add A Resource**

- Common Core Standards - Unwrapped
- 4th Grade Common Core Foundational Skills Standards - Unwrapped

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*Board Policy Regarding Hate Speech by Duvall Unified School District Information Technology Department*
### Big Idea
Life requires matter that serves as nutrients to build body structure, and energy that fuels life's processes.

### Essential Questions
How do plants harvest light energy and transform it to chemical energy?

### Standards
SCHS-504-C05-01
Compare the processes of photosynthesis and cellular respiration in terms of energy flow, reactants, and products.

### Skills
**Photosynthesis**
- Define photosynthesis as the fundamental process by which plants manufacture carbohydrates from raw materials using energy from light. State the word equation for the production of simple sugars and oxygen. Investigate the necessity for chlorophyll, light, and carbon dioxide for photosynthesis, using appropriate controls. Describe the intake of carbon dioxide and water by plants. Explain that chlorophyll traps light energy and converts it into chemical energy for the formation of carbohydrates and their subsequent storage. Identify and label the cuticle, cellular, and tissue structure of a deciduous leaf, as seen in cross-section under the light microscope, and describe the significance of these features in terms of functions, to include: distribution of chloroplasts—photosynthesis • stomata and mesophyll cells—gas exchange • vascular bundles (xylem and phloem)—transport and support. Describe the importance of: • nitrate ions for protein synthesis • magnesium ions for chlorophyll synthesis. Describe the uses, and the dangers of overuse, of nitrogen fertilizers.

### Academic Vocabulary
- nutrition, organic, inorganic, photosynthesis, chlorophyll, lamina, petiole, vascular bundles, veins, epidermis, cuticle, stoma (stoma), guard cells, spongy layer, xylem vessels, phloem tubes, carbon dioxide, nitrogen, magnesium, limiting factor
Contemporary world
Social Studies | World History | Environmental Issues

The expansion of population, migration and changes in industrialisation have created environmental challenges.

Population pressures increase demands on limited natural resources and environments, straining a state's economy and government.

New technologies that have affected the environment.

Natural disasters, conflicts, and human activities have sometimes created refugee crises.

Essential Questions:
- What are the environmental changes that are caused by population expansion?
- How do changes affect the environment?
- What new technologies are affecting the environment?
- How has population growth increased demand on limited natural resources?
- How has population growth affected a state's economy and government?
- What are the risks that new technology has affected the environment?
- What is a refugee?
- How do natural disasters create refugee crises?
- How does a refugee crisis affect the environment?

Skills:
- Define refugees.
- Identify trends in population growth.
- Analyze the effect of natural disasters on the environment.
- Analyze the effect of human activities on the environment.
- Define migration.
- Give examples of natural resources.
- Analyze how new technology affects the environment.
- Predict future environmental changes.

Content/Core Ideas:
- Geography, Humans and the environment.
- Science, technology, innovation and the environment.

Academic Vocabulary:
- Environment
- Technology
- Economy
- Migration
- Refugee
- Human activities
- Conflict
- Natural disasters
- Natural resources

Resources:
- Text:
- Electronic Resources
- Websites
- Videos
- Games
- Books
- Interactive Maps
- Lesson Plans and Materials

The information on this slide is for educational purposes only and may not be complete or up to date.
AGENDA ITEM: Information on the 2013-2014 Student and Parent Handbook and Approval of the Student Discipline Procedures

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

Cost: Approximately $35,000.00  Funding Source: M&O

EXECUTIVE SUMMARY:

The 2013-2014 Student and Parent Handbook, including the Discipline Procedures are presented at this time.

Members of the Student and Parent Handbook committee include:

Jayson Black  Principal
Coleen Craig  Parent
Arthur Greenway  Assistant Principal
Amy Hartjen  Assistant Principal
C. Scott Kerr  Principal
Matthew Kuffel  Assistant Principal
Brad Larremore  Assistant Principal
Chad Moore  Parent
Steven Pierce  Assistant Principal
LouAnn Smith  Parent
Mark Smith  Parent
Jeremy St. Germain  Assistant Principal
Cathie Sylvester  Assistant Principal
Tyrus Timbrooks  Assistant Principal

Committee Highlights:
✓ Minor editorial changes
✓ Addition of Graduation Ceremony/Promotion Ceremony discipline
✓ Addition for “e-Cigarette” to tobacco definition
✓ Addition of Privacy Rights language

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the Student Discipline Procedures for the 2013-2014 school year.
Student & Parent Handbook/Discipline Procedures

Acknowledgements and Verification

By signing this page, you are acknowledging and verifying that you have received, and take the responsibility to review with your child, the documents referenced below which can be found in this handbook, including, without limitation, the District’s policy on directory information (FERPA), school bus privileges, due process and dress code.

Discipline Procedures – Discipline Expectations and Consequences

As a parent in the Dysart Unified School District, you have the right to a quality education for your children. To make sure that every student enjoys that right, the District has established procedures regarding disruptive behavior. The procedures for student responsibilities are designed to create an orderly environment that is safe for all students and staff. The rules are reasonable and fair, and they are the same at each school. We ask that you carefully read the infractions and consequences. The Dysart Unified School District #89 has severe consequences for drugs, weapons or threatening behavior. Any such act may result in a recommendation for long-term suspension or expulsion. Some infractions may result in referral to a local law enforcement agency, in addition to school consequences, such as suspension or expulsion.

This form must be returned to each child’s school within 10 days.

Parent Name (printed): _____________________________________________

Student Name (printed): _____________________________________________

High School Student ID Number: _____________________________ Grade: ______

K-8 Homeroom Teacher: _____________________________ Grade: ______

Parent Signature: _____________________________________________ Date: __________

Student Signature: _____________________________________________ Date: __________
Electronic Information Systems User Agreement

Acknowledgements and Verification

By signing this page, you are acknowledging and verifying that you have received, and take the responsibility to review with your child, the document referenced below which can be found in this handbook, including, without limitation, the policy/procedures for due process, email and internet use expectations, electronic devices expectations, disciplinary consequences for such, and electronic information systems user agreement.

Electronic Information Systems Expectations and Consequences

As a parent in the Dysart Unified School District, you have the right to a quality education for your children, including access to technology and innovative instructional practices. To make sure that every student enjoys that right, the District has established procedures regarding use of electronic devices. The procedures for student use of electronic devices are designed to create a rich learning environment that is safe and productive for all students and staff. The expectations are reasonable and fair, and they are as consistent as possible at each school. We ask that you carefully read the expectations, guidelines and consequences. The Dysart Unified School District #89 has severe consequences for misuse of electronic devices and electronic information systems. Any violations may result in suspension, long-term suspension, expulsion, and/or referral to a local law enforcement agency.

Your signature below acknowledges and verifies that you have received, and take responsibility to review with your child, the section entitled Electronic Information Systems User Agreement.

This form must be returned to each child's school within 10 days.

Parent Name (printed): ____________________________

Student Name (printed): ____________________________

High School Student ID Number: ____________________________ Grade: ________

K-8 Homeroom Teacher: ____________________________ Grade: ________

Parent Signature: ____________________________ Date: ________

Student Signature: ____________________________ Date: ________

Do you have Internet connectivity in your home? □ Yes □ No

Please Note: The District is NOT responsible for the loss, damage and/or theft of any of these types of devices.
GOVERNING BOARD

Jerry Eynon ..................................................................................................... Clerk

Mrs. Christine A. K. Pritchard ........................................................................ Member

Mrs. Bonnie Schroader ...................................................................................... Member

Ms. Traci Sawyer-Sinkbeil ............................................................................. President

Mrs. Jennifer Tanner ....................................................................................... Member

DISTRICT ADMINISTRATION

15802 North Parkview Place
Surprise, Arizona 85374  623-876-7000

Gail Pletnick, Ed.D. ....................................................................................... Superintendent

The Dysart Unified School District does not discriminate on the basis of race, color, national origin, sex, disability, religion or age in its programs or activities. For information regarding discrimination grievances or complaint procedures, contact the district office at 623-876-7000.
Ashton Ranch Elementary School
14898 West Acoma Drive
Surprise, AZ 85379
David Stoeve, Principal
623-523-8300

Luke Elementary School
7300 North Dysart Road
Glendale, AZ 85307
Kathy Hill, Principal
623-876-7300

Canyon Ridge School
17359 West Surprise Farms Loop North
Surprise, AZ 85338
Shelly Isai, Principal
623-523-8450

Marley Park Elementary School
15042 West Sweetwater Avenue
Surprise, AZ 85379
Dana Kaye, Principal
623-523-8200

Cimarron Springs Elementary School
17032 West Surprise Farms Loop
Surprise, AZ 85374
Dana Wieland, Principal
623-523-8600

Mountain View School
18302 West Burton Avenue
Waddell, AZ 85355
Gail Miller, Principal
623-876-7450

Countryside Elementary School
15034 North Parkview Place
Surprise, AZ 85379
Jayson Black, Principal
623-876-7800

Parkview Elementary School
16066 North Parkview Place
Surprise, AZ 85379
Rosalind Fisher, Principal
623-523-8650

East Moors Elementary School
22244 North 166th Drive
Surprise, AZ 85377
Nancy Wieland, Principal
623-523-8900

Rancho Gabriela Elementary School
15272 West Gabriela Drive
Surprise, AZ 85374
C. Scott Kerr, Principal
623-523-8300

Dysart Elementary School
12950 West Varney Road
El Mirage, AZ 85335
Linda Shaw, Principal
623-876-7100

Riverview Elementary School
12701 North Main Street
El Mirage, AZ 85335
Andrea Willingham, Principal
623-523-8950

El Mirage Elementary School
13500 North El Mirage Road
El Mirage, AZ 85335
Larry Lawrence, Principal
623-876-7200

Sonoran Heights Elementary School
11405 North Greer Ranch Parkway
Surprise, AZ 85379
Therese Tipton, Principal
623-523-8550

Kingswood Elementary School
15150 West Moncell Road
Surprise, AZ 85374
Marilee Timbrooks, Principal
623-876-7600

Sunset Hills Elementary School
17825 West Sierra Montans Loop
Surprise, AZ 85388
Karen Winterstein, Principal
623-523-8700

Surprise Elementary School
12907 West Greenway Road
El Mirage, AZ 85335
Karrie Burns, Principal
623-876-7400

Thompson Ranch Elementary School
11800 West Thompson Ranch
El Mirage, AZ 85335
Veronica Vasquez, Principal
623-523-8400

West Point Elementary School
13700 West Greenway Road
Surprise, AZ 85374
Christopher Kieffer, Principal
623-876-7700

Western Peaks Elementary School
18063 West Surprise Farms Loop South
Surprise, AZ 85388
Darlene Troutman-Hunt, Principal
623-523-8750
Dysart High School
11425 North Dysart Road
El Mirage, AZ 85335
Roberta Lockhart, Principal
623-876-7500

Shadow Ridge High School
10909 North Perryville Road
Surprise, AZ 85388
Michael Hawkins, Principal
623-523-5100

Valley Vista High School
15550 North Parkview Place
Surprise, AZ 85374
Dominique Trues, Principal
623-523-8800

Willow Canyon High School
17901 West Lundberg Street
Surprise, AZ 85388
Anthony Capuano, Principal
623-523-8000

Sundown Mountain Alternative Program
23251 North 166th Drive
Surprise, AZ 85387
40009 North Perryville Road
Surprise, AZ 85388
Jim Grieshaber, Administrator
623-876-7250

Dysart Early Childhood Preschool
17999 West Surprise Farms Loop South
Surprise, AZ 85388
Shara Rose, Coordinator
623-876-7350
# HANDBOOK

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<th>Page</th>
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CAFETERIA

As part of the National School Lunch and Breakfast programs, the schools may offer meals free or at reduced price. Free and reduced-price meal applications are available in the school office or the Nutrition Services Department. Only one application is required per family. Every District family is encouraged to complete and return an application.

Meal prices for the 2013-2014 year are as follows:

<table>
<thead>
<tr>
<th></th>
<th>Breakfast</th>
<th>Lunch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary School</td>
<td>$1.00</td>
<td>$2.25-$2.50</td>
</tr>
<tr>
<td>High School</td>
<td>$1.00</td>
<td>$2.50-$2.75</td>
</tr>
<tr>
<td>Adult</td>
<td>$1.60-$1.75</td>
<td>$3.00-$3.25</td>
</tr>
<tr>
<td>Reduced Meal Prices</td>
<td>$0.30</td>
<td>$0.40</td>
</tr>
</tbody>
</table>

Breakfast will be served approximately 30 minutes prior to the start of school. The cafeteria will stop serving breakfast five minutes before the final bell rings.

Students will be allowed to charge their meal a maximum of three times during the school year. After the third charge, an alternative meal, consisting of a sandwich and milk, will be given to the student. Alternative meals will be provided until the student’s charge account is satisfied. Unsatisfied charge accounts are subject to referral to a collection agency per the District’s accounting procedures.

Student meals can be paid for by cash or check at the individual school sites. Also, online and telephone payments are accepted through My Payments Plus at www.mypaymentsplus.com and/or 877-237-0946.

Dysart Unified School District highly encourages healthy eating habits and physical activity. Schools may request that children not share food with others, especially when the particular food or drink does not meet the Arizona Nutrition Standards. The District strongly discourages consumption of unhealthy foods and energy drinks at our school sites. Please note, at both our elementary and high school sites, the cafeteria follows the Arizona Nutrition Standards for sales of a la carte food and drinks. The corresponding websites are provided below:

http://www.dysart.org/Departments/BusinessServices/food_nutrition/k8_standards/index.html
http://www.dysart.org/Departments/BusinessServices/food_nutrition/hs_standards/index.html

HEALTH OFFICE

The Health Office hours on each campus are compatible with school hours. The staff on hand will provide medications when appropriate, monitor immunization requirements, perform hearing and vision screenings and treat minor injuries.

Parents/guardians are expected to complete a yearly health history form documenting written consent to give over the counter medications. Parents should alert health office staff of any child who may have a condition that affects participation in school classes.

Arizona Immunization Requirements

For admission to kindergarten through 12th grade, children must be current with the following immunizations:

- Diphtheria, Tetanus, Pertussis (DTaP, or DT or DTP)
- Polio (IPV)
- Measles, Mumps, Rubella (MMR)
- Hepatitis B (HepB)
Children ages 4 to 18 are eligible to receive immunizations through the Dysart Unified School District, in partnership with Maricopa County. Immunizations required for school admission are provided at no cost to all children in the community.

Immunizations are available daily from 9:00 a.m. to Noon and 1:00 p.m. to 3:45 p.m. For more information, contact the Dysart Unified School District Immunization Coordinator Donna Johnson at 623-876-7944.

ATHLETIC PROGRAMS

The administration and coaching staff of the Dysart Unified School District consider interscholastic athletics a vital part of the total educational process. The Athletic Department is committed to the democratic process, which recognizes an equal opportunity for all students, regardless of sex, color, national origin, religion or economic status.

The District's philosophy is to provide all students with an environment that is safe and encourages active participation in a variety of activities under different teacher/coach role models. As members of the Athletic Staff, we strive to foster positive experiences and guide our student-athletes toward realizing their full potential.

Through practices, games and example, the staff works toward preparing students to succeed rather than merely to win games. "Win or lose, our students should learn lessons of a lasting and positive nature."

Middle School Athletics
- Flag Football
- Volleyball (Girls)
- Cheer
- Soccer (Boys/Girls)
- Basketball (Boys/Girls)
- Baseball
- Softball (Girls)

High School Athletics
- Football
- Volleyball (Girls)
- Cross Country (Boys/Girls)
- Golf (Boys/Girls)
- Swim and Dive (Boys/Girls)
- Cheer
- Basketball (Boys/Girls)
- Soccer (Boys/Girls)
- Wrestling
- Baseball
- Softball (Girls)
- Track and Field
- Tennis (Boys/Girls)

CHARACTER PROGRAMS

Character education teaches universally-accepted values, such as truthfulness, responsibility, compassion, diligence, sincerity, trustworthiness, respect, attentiveness, obedience, orderliness, forgiveness, virtue, fairness, caring, citizenship and integrity, and motivates students of all ages to learn these values into their lives. Character education will be non-partisan and non-religious.

District staff will be expected to model the six core traits of character on a daily basis: trustworthiness, respect, responsibility, fairness, caring and citizenship. District staff will also be expected to incorporate Diversity Education/Awareness into the school and classroom culture.

Dysart Unified School District has also adopted the Rachel's Challenge program, which is a non-profit, non-political, non-religious initiative. Rachel's Challenge is a series of student and community empowering programs and strategies that equip individuals to combat bullying and feelings of isolation by creating a culture of kindness, compassion and respect.
GRADING PROCEDURES/PROGRESS REPORTS/REPORT CARDS

The report card is aligned with the Arizona Academic Standards and has been designed to provide the maximum amount of information in a clear format. In addition to letter grades, the report card explains how students are progressing towards mastery of the state standards.

<table>
<thead>
<tr>
<th>K-8 Quarter Ends</th>
<th>K-8 Report Cards Issued</th>
<th>H.S. Semester Ends</th>
<th>H.S. Finals</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 45</td>
<td>October 119</td>
<td>December 1934</td>
<td>December 18-198-20</td>
</tr>
<tr>
<td>December 1920</td>
<td>January 104</td>
<td></td>
<td></td>
</tr>
<tr>
<td>March 78</td>
<td>March 212</td>
<td></td>
<td></td>
</tr>
<tr>
<td>May 223</td>
<td>May 22</td>
<td>May 232</td>
<td>May 21-222-23</td>
</tr>
</tbody>
</table>

ATTENDANCE PROCEDURE – ELEMENTARY

Regular and timely attendance is a determining factor in educational success. Critical academic information is lost each time a student is out of the classroom. For this reason, the Dysart Unified School District believes all students should be in school every day, unless there is a valid reason for an absence, such as those related to medical or religious absences.

Further, Dysart Unified School District #89 values the involvement of parents/guardians in the academic process and encourages ongoing communication between home and school, particularly regarding attendance. School staff will make every attempt to assist families in addressing attendance concerns. Arizona Revised Statutes 15-802 and 15-803, however, firmly places the responsibility for attendance on a child's parents/guardians. Arizona State Law (A.R.S. § 15-802 and 15-803) states that every person who has custody of a child between the ages of six and 16 years shall make sure the child attends school for the full time school is in session.

1. A parent/guardian should contact the school’s 24-hour absence reporting line prior to the beginning of the school day when a child will be absent.

2. All unreported absences will be documented as “unknown” absences. The school will attempt to contact parents/guardians within the first two hours of the school day, in order to ensure student safety and in an attempt to document an absence reason (A.R.S. § 15-807).

3. Pursuit to A.R.S. § 15-803, a child can only be excused when he/she is accompanied by a parent or a person authorized by a parent.

4. A parent/guardian is the only person who may verify an unknown absence. Unknown absences may be verified by the parent/guardian by phone, in person, or in writing to the school office within 24 hours of a student returning to school from an absence.

5. Any absence that has not been verified by a parent/guardian within 24 hours will be considered unexcused.

6. A student who independently chooses not to attend school is considered truant and cannot be excused by the parent. This is classified as “Leaving Campus without Authorization/Unauthorized Absence” on the Discipline Matrix, included in the Parent/Student Handbook.

7. Arizona Revised Statute 15-803 defines absences as “excessive” when the number of absent days exceeds 10% of the number of required attendance days. For example, on a 180-day school calendar, excessive absences would equal 18 or more days absent. These include both excused and unexcused absences.

8. When a student is excessively absent, disciplinary action will occur based on the Discipline Matrix provided in the Parent/Student Handbook.

9. Parents will be notified by letter when students accumulate 3, 5, 10, 15 and 18 absences.
TARDY PROCEDURE – ELEMENTARY

- Students receive three undocumented tardies

<table>
<thead>
<tr>
<th>1st Offense</th>
<th>2nd Offense</th>
<th>3rd Offense</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tardies four (4) and five (5):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Notify Parent</td>
<td>Tardies six (6), seven (7)</td>
<td></td>
</tr>
<tr>
<td>- Student Conference</td>
<td>and eight (8):</td>
<td></td>
</tr>
<tr>
<td>- Detention</td>
<td>- Notify Parent</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Student Conference</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Detention</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- One (1) Day OCR</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Possible PBIS</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tardies nine (9) or greater:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Notify Parent</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Student Conference</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Three (3) Day OCR</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Required PBIS</td>
</tr>
</tbody>
</table>

PSIS = Positive Behavior Intervention Support
OCR = On Campus Reassignment
ATTENDANCE PROCEDURE – HIGH SCHOOL

ABSENCES

Regular and timely attendance is a determining factor in educational success. Critical academic information is lost each time a student is out of the classroom. For this reason, the Dysart Unified School District believes all students should be in school every day, unless there is a valid reason for an absence, such as those related to medical or religious absences.

Further, Dysart Unified School District #89 values the involvement of parents/guardians in the academic process and encourages ongoing communication between home and school, particularly regarding attendance. School staff will make every attempt to assist families in addressing attendance concerns. Arizona Revised Statutes 15-802 and 15-803, however, firmly place the responsibility for attendance on a child’s parents/guardians. Arizona State Law (A.R.S. § 15-802 and 15-803) states that every person who has custody of a child between the ages of six and 16 years shall make sure the child attends school for the full time school is in session.

1. Any time your child will not be in school on any specific day, you must place a phone call to the attendance line or submit an excusal note to the attendance office within 24 hours of the absence.
2. All unreported absences will be documented as “unknown” absences. The school will attempt to contact parents/guardians within the first two hours of the school day, in order to ensure student safety and in an attempt to document an absence reason (A.R.S. § 15-807).
3. Pursuant to A.R.S. § 15-803, a child can only be excused when he/she is accompanied by a parent or a person authorized by a parent.
4. A parent/guardian is the only person who may verify an unknown absence. Unknown absences may be verified by the parent/guardian by phone, in person, or in writing to the school office within 24 hours of a student returning to school from an absence.
5. Any absence that has not been verified by a parent/guardian within 24 hours will be considered unexcused.
6. A student who independently chooses not to attend school is considered truant and cannot be excused by the parent. This is classified as “Leaving Campus without Authorization/Unauthorized Absence” on the Discipline Matrix, included in the Parent/Student Handbook.
7. Arizona Revised Statute 15-803 defines absences as “excessive” when the number of absent days exceeds 10% of the number of required attendance days. For example, on a 180-day school calendar, excessive absences would equal 18 or more days absent. These include both excused and unexcused absences.
8. When a student is excessively absent, disciplinary action will occur based on the Discipline Matrix provided in the Parent/Student Handbook.
9. If your child is leaving school early for an appointment, he/she must check out through the attendance office.

LOSS OF CREDIT

1. A student who is absent from any given class 10 or more times, either excused or unexcused, per semester may not receive academic credit for that class. (A.R.S. § 15-802, 15-803)
2. An appeal process is in place for those students who have extenuating circumstances.
3. Please note that official documentation, such as doctor’s note will be required to file an appeal.
4. Students who are under the age of 16 and have 10 or more absences may be cited to court for excessive absences.
5. Parents will be notified by letter when students accumulate 3, 5, 10, 15 and 18 absences.
TARDY PROCEDURE – HIGH SCHOOL

- Students receive three undocumented tardies

<table>
<thead>
<tr>
<th>1st offense</th>
<th>2nd offense</th>
<th>3rd offense</th>
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<tbody>
<tr>
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<tr>
<td>- Notify Parent</td>
<td>- Notify Parent</td>
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<tr>
<td>- Student Conference</td>
<td>- Student Conference</td>
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<td>- Detention</td>
<td>- Detention</td>
</tr>
<tr>
<td>- Three (3) Day OCR</td>
<td>- Three (3) Day OCR</td>
<td>- Required PBIS</td>
</tr>
</tbody>
</table>

PBIS = Positive Behavior Intervention Support
OCR = On Campus Reassignment

COURT UNIFIED TRUANCY SUPPRESSION PROGRAM (CUTS)

To encourage and improve school attendance, Dysart Unified School District has a partnership with Maricopa County Juvenile Court. This truancy program is called C.U.T.S. (Court Unified Truancy Suppression). As you know, we expect your child to be at school every day, unless there is an excused reason not to be.

School attendance is not only a good habit, state law requires it. Arizona State Law (A.R.S. § 15-802 and 15-803) states that every person who has custody of a child between the ages of six and 16 years shall make sure the child attends school for the full time school is in session. In addition, an absence is defined as follows:

- A minimum of one missed class period per day.
- Any unexcused absence will count as a truant day.
- A student is “habitually truant” if he/she has five or more unexcused absences from school.
- A student that is absent more than 10 percent (18 days) of the required number of school days per year is considered to have “excessive absences” whether the absence is excused or unexcused.

When a student has five or more unexcused absences or 18 excessive absences (excused OR unexcused), the student may be cited to the CUTS Program through the Juvenile Court. If the student is cited, an attendance hearing will be held with representatives from Dysart Unified School District and the Juvenile Court. Consequences at the hearing may include the following: required attendance of the parent and the child at an education class (to be held on Saturdays), work hours assigned to the child, counseling, etc. The parent may be assessed a $50 Diversion Fee. Failure to complete these consequences may result in suspension of your child’s driver’s license, or inability to get a driver’s license until their 18th birthday and/or formal court proceedings. If convicted in a formal court proceeding, it is a Class 3 misdemeanor punishable by jail time and/or fine.

The real goal of the CUTS program is to have your child in school. The education of your child is extremely important to us. The CUTS program is another way that Dysart Unified School District is working with our students and parents to ensure academic success.

CHRONIC ILLNESS PROCEDURE
A.R.S. § 15-346 provides for adjunct accommodations for students with chronic health problems. This is defined as "...pupils who are unable to attend regular classes for intermittent periods of one or more consecutive days because of illness, disease, or accident but who are not homebound."

A.R.S. § 15-901 provides for at-home instruction for students with chronic health problems. This is defined as "...a pupil who is capable of profiting from academic instruction but is unable to attend school due to illness, disease, accident or other health conditions, who has been examined by a competent medical doctor and who is certified by that doctor as being unable to attend regular classes for periods of not less than three school months, or a pupil who is ...unable to attend regular classes for intermittent periods of time totaling three school months during a school year."

Students with existing chronic illness conditions should obtain chronic illness request forms from the health office at the beginning of the school year. When a new chronic condition is medically diagnosed, please notify the health office to obtain the chronic illness request forms. The Medical Certification Report form must be completed by a licensed MD, DO or pediatrician and is returned to the health office. Once received, a meeting will be scheduled by the school to write the Chronic Illness Instructional Plan. Once approved, a chronic illness plan is effective for one calendar year.

In order for chronic illness status to override the excessive absence rule the parent must report the absences according to the regular attendance reporting procedures (see pages vi and vii). This status allows teachers and the student to work out a manageable method for completing work. A student requesting chronic illness status will be considered only after nine (9) absences and complete medical documentation is received.

If your student is absent from school due to chronic illness it would be expected that they would not be able to attend or participate in extracurricular activities and/or athletics on the date of the absence.

**STUDENT DRESS CODE – GRADES K-12**

Dysart Unified School District believes that there is a connection between Student Dress and Academic Success. As such, any attire that detracts from the learning environment is not acceptable. Students should dress in a manner that takes into consideration the educational environment, safety, health and welfare of oneself and others. The following guidelines are not intended to be entirely inclusive of all dress code situations. Therefore, school administrators will be allowed the final decision when applying the guidelines to student appearance standards.

**Shirts/Tops**
- Must not include tank tops, spaghetti straps, halter tops, strapless tops, or racer back tops. Tank tops are any sleeveless tops with a strap of less than two to three inches with no bra straps showing.
- Must not have a neckline lower than four inches from the collarbone and must not expose cleavage.
- Must not extend in the armpit lower than six inches from the collarbone.
- Must not include any reference to a gang.
- Must not include any defamatory writing, obscene language or symbols, or symbols of drugs, sex or alcohol.
- Must not expose any part of the midriff when sitting, bending or standing.
- Must not expose undergarments when sitting, bending or standing, unless covered by an acceptable overgarment, as defined in this section.
- Must not be see-through.
- Must not be ripped or torn.

**Pants/Shorts/Bottoms**
• Must be worn at the waist at all times, regardless of the number of layers.
• Must not include any reference to a gang.
• Must not include any defamatory writing, obscene language or symbols, or symbols of drugs, sex or alcohol.
• Must be no shorter than four to six inches above the top of the knee when standing if shorts or skirts.
• Must cover the entire buttocks when sitting, bending or standing.
• Must not expose undergarments* when sitting, bending or standing, regardless of the number of layers.
• Must not be see-through.
• Must not be leggings/stockings/tights worn without an overgarment. Overgarments such as shorts/dresses/skirts/long shirts must meet the four to six inch above the knee guidelines described in this section.
• Must not be ripped or torn completely showing skin higher than four to six inches above the top of the knee in the front or back. Distressed holes higher than four to six inches above the top of the knee are acceptable, unless skin is completely exposed.

Shoes
• Must be worn at all times.
• Must be closed-toe shoes for physical education or any organized physical activity.
• Slippers are not allowed.

Accessories
• Must not present a safety hazard to self or others at the administrator's discretion.
• Must not include any reference to a gang.
• Must not include any defamatory writing, obscene language or symbols, or symbols of drugs, sex or alcohol.
• Must not include hats or any other head apparel inside school building unless for pre-approved religious, medical or safety reasons. Applies to both males and females.
• Must not include sunglasses worn inside any building.

Other Guidelines
• Must not include pajamas or other loungewear.
• Must not include undergarments*, worn as outer garments.
• Must not contribute to an atmosphere of threat, intimidation or negative peer pressure.
• Must not create an exposure in violation of any of the above guidelines when sitting, bending or standing.
• Must not display anything that is otherwise illegal to possess at school.

*Undergarment Definition: An undergarment is any item specifically designed to be worn underneath other garments and is typically worn next to the skin. Undergarments include, but might not be limited to underwear, bras including sports bras, or other items that might be worn directly against the skin to cover the private areas of the body.

By law, parents have a Parent's Bill of Rights. Specific information regarding the Parent's Bill of Rights and Parental Involvement in Education can be found in Governing Board Policy Section 11.1, KB, KB-R, KB-EA and KB-EB.
First Day for Students: August 5

Labor Day: September 2

K-8 Parent/Teacher Conf.: Oct. 10-11 [1/2 days K-8]
K-8 Report Cards Issued: October 11
Fall Break: October 14-18
Columbus Day: Oct. 14 [part of Fall Break]
Veterans Day: November 11
Thanksgiving Recess: November 27-29

High School Final Exams: Dec. 18-19 [1/2 days HS]
Early Release: Dec. 19 [1/2 day K-8]
Semester Break (no school): December 20
Winter Break: Dec. 23- Jan. 3

School/Resumes: January 6
K-8 Report Cards Issued: January 10
Martin Luther King Jr. Day: January 20
100th Day: January 21
President's Day: February 17

Spring Break: March 10-14
Spring Holiday: March 14
K-8 Parent/Teacher Conf.: March 20-21 [1/2 days K-8]
K-8 Report Cards Issued: March 21

No School/Staff Development: April 18
High School Final Exams: May 21-22 [1/2 days HS]
Last Day for Students: May 22 (1/2 day K-8)
Graduation Day: Week of May 19

K-8 Quarters End/Days: December 19 98 days
HS Semesters End/Days: May 22 91 days

Students are dismissed early every Monday beginning Aug. 12 to provide time for teacher professional development.
Discipline Procedures
Dysart Unified School District
Guide to Solving Problems and Getting Answers Fast

The Dysart Unified School District has established procedures to effectively and efficiently respond to questions and suggestions from parents and community members. This guide is meant to serve as a resource for parents and community members to identify the district staff that would have the most information to provide answers to questions and concerns. If you have any questions or concerns related to the school district or your child’s progress, please do not hesitate to call. The Dysart Unified School District is here to meet the needs of all students, staff, parents and community members.

**K-8 Schools and High Schools**

Step 1 – Classroom teacher; if not resolved...
Step 2 – School Principal; if not resolved...
Step 3 – Jim Braden, Director of Support Services & Athletics; if not resolved...
Step 4 – Dr. Cyndi Miller, Associate Superintendent for Education, or Dr. Quinn Kellis, Assistant Superintendent for Support Services; if not resolved...
Step 5 – Dr. Gail Pletnick, Superintendent

**Transportation** (Bus Stops, Route Problems, etc.)

Step 1 – Transportation customer service; if not resolved...
Step 2 – Jeff Cook, Transportation Administrator; if not resolved...
Step 3 – Steve Daigle, Director of Transportation; if not resolved...
Step 4 – Dr. Quinn Kellis, Assistant Superintendent for Support Services; if not resolved...
Step 5 – Dr. Gail Pletnick, Superintendent

**Athletics**

Step 1 – Coach; if not resolved...
Step 2 – Assistant Principal (Athletics); if not resolved...
Step 3 – School Principal; if not resolved...
Step 4 – Jim Braden, Director of Support Services & Athletics; if not resolved...
Step 5 – Dr. Quinn Kellis, Assistant Superintendent for Support Services; if not resolved...
Step 6 – Dr. Gail Pletnick, Superintendent

**Curriculum Questions**

(State standards, material being taught, textbooks and materials)

Step 1 – Classroom teacher; if not resolved...
Step 2 – School Principal; if not resolved...
Step 3 – Teresa Heatherly, Director of Curriculum and Assessment; if not resolved...
Step 4 – Dr. Cyndi Miller, Associate Superintendent for Education; if not resolved...
Step 5 – Dr. Gail Pletnick, Superintendent

**Student Behavior** (Including Bus Behavior)

Step 1 – Classroom teacher; if not resolved...
Step 2 – School Principal; if not resolved...
Step 3 – Jim Braden, Director of Support Services & Athletics; if not resolved...
Step 4 – Dr. Cyndi Miller, Associate Superintendent for Education, or Dr. Quinn Kellis, Assistant Superintendent for Support Services; if not resolved...
Step 5 – Dr. Gail Pletnick, Superintendent

**Medical Questions and Concerns**

Step 1 – School Nurse; if not resolved...
Step 2 – School Principal; if not resolved...
Step 3 – Dr. Cyndi Miller, Associate Superintendent for Education; if not resolved...
Step 4 – Joy McCain, Director of Exceptional Student Services; if not resolved...
Step 5 – Dr. Gail Pletnick, Superintendent

**Budget and Finance Questions**

Step 1 – Executive Director of Business Services; if not resolved...
Step 2 – Interim Executive Director of Business Services; if not resolved...
Step 3 – Dr. Gail Pletnick, Superintendent

**After School Activities** (Clubs, etc.)

Step 1 – Activity Sponsor; if not resolved...
Step 2 – Dr. David Duman, Director of Federal Projects & Community Outreach; if not resolved...
Step 3 – School Principal; if not resolved...
Step 4 – Dr. Quinn Kellis, Assistant Superintendent for Support Services; if not resolved...
Step 5 – Dr. Gail Pletnick, Superintendent

**Exceptional Student Services**

Step 1 – Special Education or Gifted teacher; if not resolved...
Step 2 – School Principal; if not resolved...
Step 3 – Joy McCain, Director of Exceptional Student Services; if not resolved...
Step 4 – Dr. Cyndi Miller, Associate Superintendent for Education; if not resolved...
Step 5 – Dr. Gail Pletnick, Superintendent

**Staff/Teachers/Administrators**

Step 1 – Staff Member; if not resolved...
Step 2 – Direct Supervisor; if not resolved...
Step 3 – District Level Supervisor; if not resolved...
Step 4 – Associate or Assistant Superintendent
Step 5 – Dr. Gail Pletnick, Superintendent

**Staff/Teachers/Administrators**

Step 1 – Staff Member; if not resolved...
Step 2 – Direct Supervisor; if not resolved...
Step 3 – District Level Supervisor; if not resolved...
Step 4 – Associate or Assistant Superintendent
Step 5 – Dr. Gail Pletnick, Superintendent

**Community Outreach**

Step 1 – Executive Director of Community Outreach; if not resolved...
Step 2 – Interim Executive Director of Community Outreach; if not resolved...
Step 3 – Dr. Gail Pletnick, Superintendent

**Community Outreach**

Step 1 – Executive Director of Community Outreach; if not resolved...
Step 2 – Interim Executive Director of Community Outreach; if not resolved...
Step 3 – Dr. Gail Pletnick, Superintendent

**Finance**

Step 1 – Director of Finance; if not resolved...
Step 2 – Interim Executive Director of Business Services; if not resolved...
Step 3 – Dr. Gail Pletnick, Superintendent

**Facility Usage**

Step 1 – Dr. David Duman, Director of Federal Projects & Community Outreach; if not resolved...
Step 2 – Dr. Quinn Kellis, Assistant Superintendent for Support Services; if not resolved...
Step 3 – Dr. Gail Pletnick, Superintendent

**Transportation**

Step 1 – Transportation customer service; if not resolved...
Step 2 – Jeff Cook, Transportation Administrator; if not resolved...
Step 3 – Steve Daigle, Director of Transportation; if not resolved...
Step 4 – Dr. Quinn Kellis, Assistant Superintendent for Support Services; if not resolved...
Step 5 – Dr. Gail Pletnick, Superintendent

**Phones Numbers**

Athletics – 623-876-7908
Business Services – 623-876-7018
Community Outreach – 623-876-7056
Curriculum & Assessment – 623-876-7173
Finance – 623-876-7018
Exceptional Student Services – 623-876-7022
Support Services – 623-876-7908
Superintendent – 623-876-7000
Transportation – 623-876-7030
Dear Parents:

All schools in Dysart Unified School District take the responsibility of maintaining safe and secure campuses as a priority. That goal requires the cooperation of every student, parent, educator and member of the community. Maintaining a positive and disruptive-free school environment is vital to student academic success. Not only do we want a safe and healthy learning environment for all students, we want an environment of respect, kindness and compassion. That is why all schools and programs in Dysart have adopted Rachel’s Challenge.

It is critically important students understand the important role they play in maintaining safe and healthy campuses. Our students are the models and leaders who establish the positive tone on each campus. The District is dedicated to supporting those positive choices and behaviors of our students. Students are, also, typically the first to hear the rumors, see the conflicts, and know if trouble is brewing. They can be the key to taking a proactive approach to critical issues.

Equally important is the responsibility of every community members to help keep our schools safe and positive. Reporting bullying, the possession of drugs or weapons, or any school safety or unsafe behavior is the responsibility of all stakeholders. Sharing information can help prevent serious events on our campuses. Equally important is for all community members to reinforce respect, kindness and compassion and be those positive role models. We encourage our families and community member to accept Rachel’s Challenge and get involved in those activities in our school communities. For more information on Rachel’s Challenge, you can visit www.rachelschallenge.org.

In the Dysart Unified School District, every threat of violence will be taken seriously. Parents need to discuss with their children the ramifications of making any type of threat. Every parent and student wants a school where students can feel safe. Every infraction that impacts the safety and health of students will be dealt with to maintain a secure learning environment for students. We fully intend to assign consequences to those students who engage in behaviors that disrupt the learning and safety of others. When situations warrant, police will be contacted and criminal charges filed.

This handbook will build a common understanding of responsibilities, rights and district expectations for building a positive and productive school culture. We expect Dysart Unified School District students to demonstrate outstanding citizenship and model such behavior at all times. We have created this handbook to outline expectations and the possible consequences if those expectations are not met.

We are Dysart – and together we can reach our goals for maintaining safe and positive school environments.

Sincerely,

Gail Pletnick, Ed.D.
Superintendent
# Discipline Procedures

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INTRODUCTION

Success in school occurs when there is close cooperation between its students, staff and parents. The purpose of The Discipline Procedures is to communicate the expectations of the Dysart Unified School District for student conduct to promote a safe, orderly and positive learning environment and to address certain student rights and responsibilities.

The discipline procedures were developed through the input of parents, teachers, staff and administrators in the Dysart Unified School District. This handbook addresses only specific areas of District policy. Additional information can be found in the Dysart District Policy Manual.

PREAMBLE

A positive learning environment in our schools and a good state of student conduct starts with students, parents and staff having knowledge and understanding of the basic standards of acceptable conduct. In order to assist everyone in the pursuit of a quality education, the District has established guidelines designed to ensure a safe environment for all students and staff in our schools. For these guidelines to be most effective, it is vital for the family, the school and the community to work together. Students are responsible for their own actions. Students whose actions are in violation of school/District guidelines will be expected to accept the appropriate consequences. We are proud of our students and strive to see that all students learn through school experiences to recognize the essential worth of each individual. Students are expected to respect the rights and property of others, along with demonstrating high standards of personal integrity. This includes their time at school as well as going to and from school, at a bus stop and at school-sponsored events. To meet these goals, we enlist the support of our community.

The Dysart Unified School District implements severe consequences for drugs, weapons or threatening behavior. Any such act may result in a recommendation for long-term suspension or expulsion.

There are a variety of consequences (discipline) for misconduct. Depending on the seriousness of the situation, there may be more than one consequence for a single event. Nothing in this handbook is intended to restrict the District from imposing more or less severe consequences if, in the discretion of the District, the severity of harm, danger, damage or the potential for harm, danger or damage warrants it, or if one incident involves more than one infraction.

In addition, although not necessarily listed as a potential consequence on the grid for a particular behavior, long-term suspension or expulsion may be imposed based upon the facts.

The Dysart Unified School District uses a progressive discipline philosophy. The purpose of this handbook is to ensure consistency in discipline consequences District wide. However, the District administrator, the hearing officer(s) and the Governing Board have the discretion to impose a consequence they consider most appropriate for the particular infraction and surrounding facts. Just as we set high academic expectations for all students, the Dysart Unified School District has high expectations for the conduct of our students. We will not allow academic progress to be slowed because of the conduct of a few students. Conduct expectations and consequences help to ensure that schools, buses and bus stops are safe and orderly.

In cases in which a student commits the same infraction repeatedly over the duration of the student’s tenure in the District, the consequences will automatically progress to the next infraction level and not begin at the 1st offense from year to year. For example, if a student receives a long-term suspension for drug possession during his/her freshman year and is found to be in possession of drugs during their sophomore year, or if a student is under the influence of drugs in the first semester and then is under the influence of alcohol in the
second semester, that student's consequence would be derived from at least the 2nd offense column of the matrix. Discipline will be progressive for students in grades K-12 including, but not limited to, the following infractions:

- Alcohol/Substance Abuse
- Aggravated Assault
- Arson
- Death Threats
- Drugs/Substance Abuse
- Drug/Tobacco Paraphernalia
- Sale of Dangerous Instruments and/or Weapons
- Weapons

The District has entered into agreements with various governmental agencies whereby the District has agreed to cooperate fully with the governmental agency when a student commits an act in violation of the law.

Please Note: Federal privacy laws prohibit the District from naming students involved in disciplinary actions and from revealing the consequences of those actions to the parents of other students.

### STUDENT RIGHTS

A right is a privilege to which one is justly entitled.

#### Equal Educational Opportunity

Schools must provide all students the opportunity to receive a quality education.

Each student has the right of access to a professional staff and the facilities necessary for an instructional and co-curricular program. Students who actively participate in these programs will benefit.

The Dysart Unified School District does not discriminate on the basis of race, color, national origin, sex, disability, religion or age in its programs or activities. For information regarding discrimination grievances or complaint procedures, contact the district office at 623-876-7000.

Policies expressly prohibit behavior on District property that will damage the dignity, self-esteem, integrity and safety, and/or disrupt the educational process of any individual.

#### Right to Access Educational Resources

A student has the right to be informed of school board policies, District regulations and the rules of the student’s school, classrooms and school buses.

A student is entitled to be informed of the academic requirements of courses, to be advised of progress, and to have opportunities for assistance. Grades should reflect a teacher’s objective evaluation of a student’s academic achievement.

Students have the right to use buildings, grounds, equipment and instructional materials necessary to meet the requirements and needs of their curricular and co-curricular programs in accordance with procedures established by the administration.

The student exercising the right to use the resources provided shall also accept the responsibility for the preservation and care of the property. Any unauthorized use or deliberate destruction or defacing of the property shall be deemed a violation of student conduct.
Privacy and Property Rights
Students are entitled to maintain privacy of personal possessions within certain limits and are responsible for those personal possessions. A student may not, of course, bring onto school property any substance, object or material prohibited by law or school board policy. School officials may inspect such items on School District property at any time with or without specific reason to do so. In addition, school officials may search a student's person or personal possessions, such as backpacks, purses, and cars parked on campus, if school officials have a reasonable suspicion that the search will reveal the presence of prohibited or illegal materials.

Freedom of Expression
Every student has the right to form, hold and express his or her own ideas and beliefs. The encouragement of this right requires that each student be permitted to disclose or express an idea in the proper educational setting without penalty, embarrassment or any reflection in academic evaluation. The administration and faculty of each school have the obligation to maintain an environment conducive to the free exchange of ideas. This is not to be construed to mean that students will not be graded for their acquisition of information, its organization into useful systems, and generalizations or conclusions drawn from it.

Students are permitted to express themselves, as long as the expression does not materially and substantially disrupt the operation of the school, is not vulgar, obscene or profane, and otherwise complies with the law, board policy, District regulations and school rules.

Obscene, vulgar and profane expressions of any kind and any expression that advertises or promotes directly or indirectly the use of drugs, alcohol or tobacco are prohibited.

No form of expression shall interfere with the rights of others to express themselves or with the conduct of school, classroom and transportation activities.

Right to Due Process
All students have the right to due process in all matters of student discipline. Due process procedures specific to suspensions and expulsions are set forth on Page 33.

Right to Assemble
School sponsored activities and meetings (student government, pep rallies, etc.) are scheduled to take place during the school day. In addition, students shall be given the opportunity to organize and hold student meetings at reasonable times, other than during those hours when classes are being held. Such gatherings must not materially and substantially disrupt the operation of the school, endanger the safety of any person, or violate any law, District policy or school rule.

Student Exercise of Rights and Privileges
Any student who believes his/her rights have been violated should immediately notify appropriate school personnel (teacher, counselor or building administration).

Each student is responsible for moderating his/her own exercise of rights and privileges so as not to disrupt the educational program, school activities or infringe on the rights of others.
STUDENT CONCERNS, COMPLAINTS, AND GRIEVANCES

Students may present a formal complaint or grievance 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.

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.

The guidelines to be followed are:

- 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/grievance.
- The complaint/grievance shall be made only to a school administrator or professional staff member.
- The person receiving the complaint will gather information for the complaint form.
- All allegations shall be reported on forms with the necessary particulars as determined by the Superintendent. Forms are available in the school office.
- The person receiving the complaint 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.

Any question concerning whether the complaint/grievance falls within this policy shall be determined by the Superintendent.

Complaints by middle or high school students may be made only by the students on their own behalf. A parent or guardian may initiate the complaint process on behalf of an elementary school student under this policy. A parent or guardian who wishes to complain should do so by completing the forms following Policy KE on Public Concerns and Complaints.

A complaint/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. False or unproven complaint documentation shall not be maintained.

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.

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.

A.R.S. § 15-341, Governing Board Policy Sections 10.1, 11.1, 11.10, 11.11
STUDENT RESPONSIBILITIES

All students have the responsibility to:

- Attend school to receive an education.
  - Schools cannot educate students who do not attend. Students must attend school daily unless ill or legally excused.
- Be on time for all classes.
  - Students who enter a classroom after a lesson has begun are interfering with the rights of others to learn and study. Punctuality is a habit that students must develop if they are to be successful in the world of work.
- Come to class with necessary materials.
  - A teacher should not have to delay instruction because a student comes to class unprepared. This interferes with the rights of others to learn and study.
- Complete all in-class and homework assignments and meet all deadlines.
  - The full responsibility for student learning does not rest solely with the teacher. Education cannot be effective unless students participate in class and complete all assignments.
- Obey school rules and school personnel.
  - No one has the right to interfere with the education of others. Rules are designed to allow a school to meet its obligation to educate students. Students are required to obey and be courteous to everyone who works in our schools.
- Cooperate with school staff.
  - Every community depends upon its citizens to uphold the rules by which everyone has agreed to live. Students have the responsibility to provide truthful information when asked by school authorities.
- Respect the person and property of others.
  - Respecting the rights and properties of others and demonstrating personal integrity should guide student behavior at school, on the way to and from school, and school sponsored events. Always be a "good neighbor."
- Respect public property.
  - Schools are a community investment and resource for young people. People who damage school property will be held responsible.
  - Ensure that school correspondence to parents reaches home.

STAFF RESPONSIBILITIES

When a Dysart employee observes a student engaged in behavior that violates District policy, the employee is instructed to intervene, either by requesting the unacceptable behavior cease or by immediately reporting the incident to the administration. Whenever the school administrator becomes aware of a report from a staff member, prompt and effective action to resolve the problem will be taken. When disciplinary action is appropriate, it shall be according to an established discipline plan. The assistance of the home, other educational supportive services and other professional community agencies may be utilized. Each teacher will have a discipline plan for his/her classroom. When a student’s actions go beyond that which the teacher can effectively control using his/her plan, the student will be referred to the administration. Students who break rules outside of the classroom may be referred directly to the administration or its designee.

LAW ENFORCEMENT

The District may notify appropriate law enforcement agencies of violations of the law.
STUDENT AND STAFF SELF-DEFENSE

Student Use of Physical Force in Self-Defense

Reasonable use of physical force in self-defense and defense of others will be considered as a mitigating factor in determining penalties for misconduct. The threat or use of physical force by a student is not reasonable:

(i) When made in response to verbal provocation alone;

(ii) When assistance from a school staff member is a reasonable alternative;

(iii) When the student has a reasonable opportunity to remove him/herself from the situation or otherwise flee;

(iv) When the degree of physical force used is disproportionate to the circumstances, or exceeds that necessary to avoid injury to oneself or to others.

Use of Physical Intervention by Supervisory Personnel

Any administrator, teacher or other school employee entrusted with the care and supervision of a minor may use reasonable and appropriate physical intervention upon the minor to the extent reasonably necessary and appropriate to maintain order. Use of physical intervention shall not be construed to constitute corporal punishment within the meaning above. Similar physical intervention will be appropriate in self-defense, in the defense of other students and school personnel.
ELECTRONIC DEVICES

When a student brings cell phones or other electronic devices (see definition) to school, please remember:

1. Connect to the District Wi-Fi and Ethernet networks via the secure wireless connection provided by the school system, but all access must be in accordance with the Acceptable Use Policy.

2. The District is NOT responsible for the loss, damage and/or theft of any of these types of devices.

3. The devices must not be used from bell to bell during instructional time or in violation of other behavioral infractions as outlined in the disciplinary procedures section of this handbook, unless otherwise directed by a staff member for instructional purposes or for use as an educational resource.

4. Misuse of electronic devices may result in consequences in addition to confiscation of the device.

5. Disciplinary consequences will be assigned to any student who is in violation of the Internet and E-mail User Agreement.

Electronic Devices Grade Level Expectations

- The devices must not be used from bell to bell during instructional time or in violation of other behavioral infractions as outlined in the disciplinary procedures section of this handbook.

- Within the instructional day, school staff member(s) may direct student use of electronic devices for instructional purposes or as educational resources.

- Other use of electronic devices, including unauthorized video/sound recordings, may be considered misuse and may result in consequences as outlined in the disciplinary matrix.

- Any violation of the Internet and Email User Agreement will result in disciplinary consequences.

Examples of misuse include, but are not limited to: text or other electronic messages that contain harassment, bullying, threatening, intimidation, hate/bias, extortion, endangerment, gang activity, instigation, sale/distribution of any prohibited substances or items, sexual harassment; electronic images or access to any of the above as well as to any access in violation of sexual materials or sexual misconduct; unauthorized video/sound recordings.

BICYCLES, ETC.

Schools WILL NOT store skateboards, scooters, rollerblades, etc. in the office or classroom areas. If a student chooses to use this mode of transportation to/from school, the item must be able to be secured with a locking mechanism in the bike rack area. Bicycles must also be secured in the bike area. The school will not be responsible for the loss or theft of any of these items. Students are expected to follow all local laws when traveling to and from school and are encouraged to wear appropriate safety equipment. Bicycles and scooters
must be walked in crosswalks and once on the school grounds. Skateboards, rollerblades, etc. must be similarly carried.

Motorized scooters are not allowed at any time per Municipal Code is 54-55.

### Medications

All prescriptions and over-the-counter medications must be stored in the Health Office. Forms are available in the Health Office if prescription medications are needed during the school day. Prescription medication must be in a pharmacy labeled original container with name of student, medication name and dose with specific instructions on how to administer on package. Over the counter medication, brought in by a parent/guardian, must be in an unopened, original container with the student’s name on it.

All medications must be brought in by a parent/guardian; the appropriate forms must be completed and signed before any medication is given.

The student Health History form must be completed and signed in order to provide a student with (stocked) over the counter medication (see form for list). Over the counter medications are given to students at the end of the school day ONLY if the parent has been contacted and given verbal and written consent. End of school parameters for grades K-8 are four hours prior to dismissal; for high school one hour prior to dismissal.

Unless specifically authorized by a Primary Care Provider and approved by administration, students are not to be in possession of any medication; please contact the health office for further information.

Notice: Medication may not be shared with others. Failure to follow these rules could lead to consequences, including suspension or expulsion.

### Gangs

Gangs that initiate, advocate or promote activities that threaten the safety or well-being of persons or property on school grounds or disrupt the school environment are harmful to the educational process. A Gang is an activity or affiliation of an ongoing, loosely organized association of two or more persons, whether formal or informal, that has a common name, signs, symbols or colors, and whose members engage, either individually or collectively, in gang activity. The use of hand signals, graffiti, pictures, drawings, etc., or the presence of any apparel, jewelry, accessory, or manner of dress or grooming that, by virtue of its color, arrangement, trademark, symbol, or any other attribute that indicates or implies membership or affiliation with such a group is prohibited because of the disruption to educational activities that results from such activities or dress. It is the District’s position that such activities and dress also present a clear and present danger to other District students and to District staff members.

Any activity involving initiation, hazing, intimidation, assault or other activity related to group affiliation that is likely to cause or does cause bodily danger, physical harm, or personal degradation or disgrace resulting in physical or mental harm to students or others is prohibited.

Any student wearing, carrying or displaying gang paraphernalia and/or exhibiting behavior or gestures that symbolize gang membership, or causing and/or participating in activities that intimidate or adversely affect the educational activities of another student, or the orderly operation of the schools, shall be subject to disciplinary action.

BULLYING/HARASSMENT

Bullying and/or harassment of students are prohibited. Harassment and bullying mean physical or psychological abuse of another student by means of verbal or physical threats, intimidation, insults or other aggressive behavior and include abuse based upon race, ethnicity, gender, religion or disability. Hazing means forcing a student to risk or suffer physical or mental harm or degradation to join, participate or remain in a school-affiliated organization.

Anyone who believes that harassment, bullying or hazing has occurred should report the behavior to a teacher, counselor, school nurse or school administrator. Students who engage in harassment, bullying or hazing will be subject to disciplinary and criminal sanctions.

Right to Freedom from Harassment/Bullying

Students may expect to be provided with an atmosphere free from harassment. Any student who is subjected to harassment from other students, visitors or school staff, should immediately inform a teacher, principal, assistant principal or assistant superintendent. In accordance with the state’s anti-bully laws, students may make confidential reports of harassment, intimidation or bullying to any school employee or via Dysart’s Safe Schools Hotline 623-876-7009. Parents are also welcome to submit written reports on incidents to administrators. All school staff are required to report suspected harassment, intimidation or bullying.

The District will neither allow nor tolerate retaliation in any form by any employee, student or others against any complaining employee, student or corroborating witness. Likewise, students who knowingly submit false reports of bullying, harassment or intimidation will face consequences.

To help students, parents and community members report threats, bullying or other criminal actions, the Dysart Unified School District has established a Safe Schools Hotline. A message may be left on the hotline 24/7. The hotline number is 623-876-7009. All members of our community— including students— are urged to play an active role in school safety by reporting all threats, bullying situations, violent acts, or other similar behavior for investigation by school and law enforcement officials.

HAZING

There shall be no hazing, solicitation to engage in hazing, or aiding and abetting another who is engaged in hazing of any person enrolled, accepted for or promoted to enrollment, or intending to enroll or be promoted to
schools within twelve (12) calendar months. For purposes of this policy, a person as, specified above, shall be considered a "student" until graduation, transfer, promotion or withdrawal from the school.

Definitions
"Hazing" means any intentional, knowing or reckless act committed by a student, whether individually or in concert with other persons, against another student and in which both of the following apply:

- The act was committed in connection with an initiation into an affiliation with or the maintenance of membership in any organization that is affiliated with an educational institution.
- The act contributes to a substantial risk of potential physical injury, mental harm or degradation, or causes physical injury, mental harm or personal degradation.

"Organization" means an athletic team, association, order, society, corps, cooperative, club, or similar group that is affiliated with an educational institution and whose membership consists primarily of students enrolled at that educational institution.

Directions
It is no defense to a violation of this policy if the victim consented or acquiesced to hazing.

In accordance with statute, violations of this policy do not include either of the following:

- Customary athletic events, contests or competitions that are sponsored by an educational institution.
- Any activity or conduct that furthers the goals of a legitimate educational curriculum, a legitimate extracurricular program or a legitimate military training program.

All students, teachers and staff shall take reasonable measures, within the scope of their individual authority, to prevent violations of this policy.

Reporting/Complaint Procedure
Students and others may report hazing to any professional staff member. Professional staff members must report the incident to the school administrator or next higher administrative supervisor, in writing, with such details as may have been provided. A failure by a staff member to timely inform the school administrator or next higher administrative supervisor of a hazing allegation or their observation of an incident of hazing may subject the staff member to disciplinary action in accordance with school policies. The staff member shall preserve the confidentiality of those involved, disclosing the incident only to the appropriate school administrator or next higher administrative supervisor or as otherwise required by law. Any instance of reported or observed hazing, which includes possible child abuse or violations of statutes known to the staff member, shall be treated in accordance with statutory requirements and be reported to a law enforcement agency.

A person who complains or reports hazing may do so directly to the school administrator or to a professional staff member. The professional staff member receiving the report/complaint shall retrieve sufficient detail from the person to complete the form designated for such purpose. At a minimum, the report/complaint shall be put in writing, containing the identifying information on the complainant and such specificity of names, places and times as to permit an investigation to be carried out. When a professional staff member receives the information, the staff member will transmit a report to the school administrator or supervising administrator not later than the next school day following the day the staff member receives the report/complaint.

The report/complaint will be investigated by the school administrator or a supervising administrator. The procedures to be followed are:

- An investigation of the reported incident or activity shall be made within 10 school days when school is in session or within 15 days during which the school offices are open for business when school is not in session. Extension of the timeline may only be by necessity as determined by the Superintendent.
- The investigator shall meet with the person who reported the incident at or before the end of the time
period and shall discuss the conclusions and actions to be taken as a result of the investigation. Confidentiality of records and student information shall be observed in the process of making such a report.

- The investigator shall prepare a written report of the findings, and a copy of the report shall be provided to the Superintendent.

All violations of this policy shall be treated in accordance with the appropriate procedures and penalties provided for in school policies related to the conduct and discipline of students, staff, and others.
SCHOOL CLUBS/ACTIVITIES GUIDELINES

It is necessary to have all school activities function within a realistic framework of control, guidelines and adherence to academic and behavioral expectations. In addition, school clubs and activities should not be placed as a higher priority than the academic program or the behavioral expectations. The following guidelines and expectations are in alignment with and in addition to the expectations outlined in the Athletic Code of Conduct Handbook:

ACADEMICS

- All students who participate in extracurricular activities, including clubs, must maintain passing grades in all subjects and/or in all classes in which that student is enrolled. The expectation for passing grades would commence upon tryouts/running for any office/or at the beginning of any process of selection for the club or extracurricular activities.

- If a student has a failing mark in any class, he/she is placed on a pending eligibility list and notification is provided to the parents and activity sponsor.

- If the student is still failing at the next two week notice, that student will be placed on an ineligibility list and allowed to attend meetings but NOT PARTICIPATE IN ANY CLUB/ACTIVITY-SPONSORED EVENT until the student receives a passing grade. Notification is sent to the parents and activity sponsor.

- Ineligibility shall be determined at the conclusion of each two-week period to be reported on Fridays and any change in eligibility status shall begin on the next Monday following the last day of the previous eligibility period.

- Failure to raise a failing grade twice in the same class during the club or activity period will result in the removal from the activity for the remainder of the academic quarter for K-8 schools and for the remainder of the academic semester for high schools.

- Appeal procedures will be outlined in the club/activity by-laws.

BEHAVIOR

- All behavioral and disciplinary infractions outlined in the DUSD Student and Parent Handbook shall apply to students when they choose to participate in any club or extracurricular activity including when the event or activity does not take place on school grounds.

- Consequences for violating any of the infractions outlined in the handbook or otherwise referred to in the handbook will apply to students while they are participating in the club or extracurricular activity and will commence upon tryouts/running for any office/or at the beginning of any process of selection for the club or extracurricular activities.

- In addition to consequences for violating any of the infractions outlined in the handbook or otherwise referred to in the handbook, student participants may also be suspended or removed from club or extracurricular activity.

- Behavioral infractions that are otherwise considered civil or criminal offenses will be reported to the authorities and handled by the school administration in a manner consistent with the handling of such situations during the regular instructional day.

- If a student is suspended from school and/or absent from school during the time when a disciplinary
investigation is occurring, the student may not participate in any club or extracurricular activities.

- Any appeal of the disciplinary consequences imposed on a student while he/she is a member of a club/activity, shall follow the appeal procedures outlined in the Student and Parent Handbook when the consequences are related to the academic day.
- When consequences apply to participation in the club/activity, the appeal processes will be outlined in the club/activity by-laws.

SPORTSMANSHIP RULE

- Students who desire to participate in or who are participating in clubs or extracurricular activities are expected to demonstrate good sportsmanship and citizenship at all times. Students who do not do so, may lose club membership and/or the privilege of participating in the extracurricular activity.
- Students who are removed/ejected/asked to leave any club or extracurricular sponsored activity due to behavior that is indicative of unsportsmanlike conduct, will not be allowed to participate in at least the next sponsored activity, and according to other discipline imposed, may be ineligible from all participation in that particular club/extracurricular activity for the remainder of the academic quarter for K-8 schools and for the remainder of the academic semester for high schools.
- Students are expected to adhere to the Six Pillars of the Character Education Program as well as abide by all District expectations for tolerance, diversity and a bully-free environment.

FUNDRAISING AND STUDENT TRAVEL

There may be opportunities for students to participate in fieldtrips or other extracurricular/athletic activities outside of the normal school day. Such opportunities are often presented to students with an understanding that additional fees and/or conditions for their participation may be required. As such, students may be asked to participate in fundraising campaigns. All fundraising is done on behalf of the club/extracurricular activity/fieldtrip and will benefit the club/extracurricular activity/fieldtrip as a whole and not be attributed to any one participant. Likewise, there is no minimum sales requirement for participants. The expectation of a monetary contribution from students, for student travel, is not to exceed $100 (per event) for high school students and $50 for students in grades K-8. If a student has an extenuating circumstance and cannot meet the monetary expectation, the issue should be brought to the attention of the school site administration. As with all school-sponsored events, expectations for academic eligibility and behavioral guidelines will be adhered to.

DEFINITIONS

Throughout this handbook, unless the context otherwise requires, the following definitions apply:

Aggravated Assault is an assault (as defined below) accompanied by circumstances that make the situation severe, such as the use of a deadly weapon or dangerous instrument; causing serious physical injury to another; committing the assault knowing, or having reason to know, the victim is a peace officer or a school staff member engaging in a school-related activity.

Alcohol Use/Possession/Distribution/Sale includes any intoxicating element. Sale or Distribution of Alcohol is the attempt or act of offering, selling, trading, procuring or distributing (with or without compensation) alcohol on District property, at a District-sponsored event, or on District-provided transportation.
Arson is knowingly damaging a structure or property (either occupied or unoccupied) by causing a fire or explosion.

Assault is (1) intentionally, knowingly or recklessly causing any physical injury to another person; (2) intentionally placing another person in reasonable apprehension of imminent physical injury; or (3) knowingly touching another person with the intent to injure, insult or provoke such person.

At School includes time in a school building, on school property (school parking area, play area, etc.) or school bus. Includes activities happening in school buildings, on school buses and at places that are holding school-sponsored events or activities. This includes on the way to or from school.

Bullying is repeated acts over time that involve a real or perceived imbalance of power, with the more powerful child or group attacking those who are less powerful. Bullying may be physical in form (i.e., pushing, hitting, kicking, spitting, stealing); verbal (i.e., making threats, taunting, teasing, name-calling); or psychological (i.e., social exclusion, spreading rumors, manipulating social relationships).

Bus Misconduct includes any inappropriate conduct at bus stops, while riding buses, or in the process of boarding or disembarking from a bus. Definitions for infractions that might occur at school apply equally to infractions that might occur on school buses.

Character Education is a framework for teaching universally accepted values, such as truthfulness, responsibility, compassion, diligence, sincerity, trustworthiness, respect, attentiveness, obedience, orderliness, forgiveness, virtue, fairness, caring, citizenship and integrity. Character education will be non-partisan and non-religious.

Cheating or Plagiarism is intentionally using information or property of another, without permission of the school, to obtain an unfair advantage.

Computer Tampering/Misuse is altering, damaging, deleting or destroying a computer, computer hardware or software; introducing a computer contaminant into any computer, or network; causing the disruption of a computer or network; using a computer or computer system to threaten, alarm, harass or cause another person to suffer substantial emotional distress; or using Dysart technology for uses outside of legitimate educational purposes.

Dangerous Instruments Use/Possession/Distribution/Sale include items that are used, attempted or threatened to be used, and/or is readily capable of causing physical injury to any person. Sale or Distribution of Dangerous Instruments is the attempt or act of offering, selling, trading, procuring or distributing (with or without compensation) dangerous instruments on District property, at a District-sponsored event, or on school-sponsored transportation. Dangerous Instruments Use/Possession/Distribution/Sale includes items that are used, attempted or threatened to be used, and/or is readily capable of causing physical injury to any person — a substance or object that is readily capable of causing bodily harm or property damage (e.g., matches, lighters, firecrackers, snap caps, peppers, stink/smoke bombs and lighter fluid). Sale or Distribution of Dangerous Instruments is the attempt or act of offering, selling, trading, procuring or distributing (with or without compensation) dangerous instruments on District property, at a District-sponsored event, or on school-sponsored transportation. Distribution/Sale is the attempt or act of offering, selling, trading, procuring or distributing (with or without compensation) dangerous instruments on District property, at a school or District-sponsored event or on District-provided transportation.

Death Threat is the act of stating an intended action whether written, oral or electronic that could cause death.

Defiance is intentionally resisting or disregarding the authority of District personnel. This includes, but is not limited to, the failure to respond to a reasonable request, or the refusal to identify self when requested to do so.
Discipline Procedures

Disorderly Conduct is any act which substantially disrupts the orderly conduct of a school function, or behavior which substantially disrupts the orderly learning environment.

Disrespect is treating District personnel or any others with contempt or rudeness.

Disruption is creating disturbances in class, on campus or at school-sponsored events. Continual or repeated disruptions may warrant more severe consequences.

District Sponsored Event is any event that is sponsored or supervised by the District or District personnel either on or off campus.

Dress Code is the act of non-compliance with the established student dress code guidelines.

Drug Use/Possession/Distribution/Sale includes the act of using, possessing and/or distributing chemical substances, narcotics, prescription or non-prescription medications, inhalants, controlled substances or substances that students represent to be chemical substances, narcotics or controlled substances. Over-the-counter, non-prescription pharmaceuticals fall into this definition, unless the student has complied with the District’s policy for such medication. Medication for cessation of smoking needs to be checked through the health center; otherwise, it will result in being considered a drug. Supplements and/or nutritional supplements shall be considered a look-a-like drug. The term “drugs” includes anything that looks like drugs or which is presented as drugs. Drug residue is also considered a “drug.” Sale or Distribution of Drugs is the attempt or act of offering, selling, trading, procuring or distributing (with or without compensation) drugs on District property, at a District-sponsored event, or on District-provided transportation. Medical marijuana card holders may be subject to discipline if the student fails to comply with related laws and/or statutes.

Drug/Tobacco Paraphernalia Use/Possession/Distribution/Sale includes any apparatus or equipment used, including anything that looks like apparatus or equipment used or that can be used in the act of smoking, including any apparatus or equipment used, or capable of being used, in absorbing or consuming a drug or tobacco. (Examples include, but are not limited to: rolling papers, pipes, electronic cigarette devices, matches and lighters.) Also includes any items which are used to store, package or maintain any drug or tobacco substances. If any such paraphernalia includes drug or tobacco residue, the residue will be considered a drug or tobacco pursuant to the definitions for each. Sale or Distribution of Paraphernalia is the attempt or act of offering, selling, trading, procuring or distributing (with or without compensation) on District property, at a District-sponsored event or on District-provided transportation.

Electronic Devices include cell phones, pagers, hand-held computers, media players or other electronic items. These items must be in the off position and not be displayed for use during the school day from bell to bell, unless otherwise directed by a staff member for instructional purposes or for use as an educational resource. Electronic Devices may not interfere with the learning, safety or well-being of others. The District is not responsible for the loss, damage and/or theft of any of these types of devices.

Endangerment is recklessly or intentionally creating, engaging in, encouraging or failing to report any potential unsafe, dangerous or hazardous situation. Endangerment can include a risk to the health, safety and welfare of students and staff. Endangerment can include risk of injury, harm and death. Consequences depend on the potential severity of the endangerment. Consequences depend on the direct or indirect involvement of the endangerment, including acting as an accessory.

Expulsion is the permanent removal of a student from school and District. Expulsion requires action by the Governing Board.
Extortion is the act of knowingly obtaining or seeking to obtain property or services, or causing or seeking to cause another to act in a manner, by means of a threat to do any of the following: (1) cause physical injury; (2) cause damage to property; (3) engage in illegal conduct; or (4) make false accusations.

Fighting is when two or more persons engage in any violence toward each other in an angry or quarrelsome manner. (Note: refer to page 6 for conditions of self-defense)

Firearm Use/Possession/Distribution/Sale is any weapon that is designed to (or may be readily converted to) expel a projectile by an explosive, or by the action of an explosive. This includes guns, bombs, grenades, mines, rockets, missiles, pipe bombs, firearms or similar devices designed to explode and capable of causing bodily harm or property damage. Sale or Distribution of Firearms is the attempt or act of offering, selling, trading, procuring or distributing (with or without compensation) on District property, at a District-sponsored event, or on District-provided transportation.

Forgery/Falsification is the act of falsely or fraudulently marking or altering a document or a verbal, written or electronic communication, or any verbal or written communication that is intentionally false or fraudulent (i.e., dishonesty or lying).

Gambling is to risk money or anything of value on the outcome of anything involving chance.

Gang Activity is an activity or affiliation of an ongoing loosely organized association of two or more persons, whether formal or informal, that has a common name, signs, symbols or colors, and whose members engage, either individually or collectively, in gang activity.

Harassment is the persistent or repeated annoying or tormenting of another.

Hate/Bias Related Incidents is any written, oral, physical or electronic communication that one could reasonably conclude was motivated, in whole or in part, by the perpetrator's bias or attitude against an individual victim or group based on perceived or actual personal characteristics. Examples of bias/hate related incidents include age, ancestry or ethnicity, disability, economic status, gender, height or weight, immigration or citizenship status, marital status, race, religion or religious practices, or sexual orientation.

Hazing is any intentional, knowing or reckless act committed by a student, whether individually or in concert with other persons, against another student, committed in connection with an initiation into an affiliation or membership in any organization, that is affiliated with an educational institution or when the act contributes to a substantial risk of potential physical injury, mental harm or degradation, or causes physical injury, mental harm or personal degradation.

Horseplay/Roughhousing includes rough, boisterous play or behavior.

Instigation includes provoking, antagonizing or failing to report a fight or other dangerous, inappropriate situations. Spreading rumors, harmful gossip and social media posting are also considered forms of instigation.

Insubordination is being disobedient, refusing to identify self, or failing to follow the directions of authority of a school, a District staff member or an individual placed in authority by the school or the District (i.e., volunteers).

Leaving Campus without Authorization/Unauthorized Absence/Truancy is also known as ditching or skipping class/school. Dysart schools are closed campuses which means that students must remain on the school campus, attend all assigned classes and lunch periods unless otherwise authorized by school administration.
Discipline Procedures

Loitering is when a person is intentionally present on school grounds, after a reasonable request to leave, does not have any specific reason for being there, or does not have written permission to be there from anyone authorized to grant permission.

Long-Term Suspension is a suspension from school for more than 10 days. Due process rights shall be extended to any student suspended.

Other Firearm Use/Possession/Distribution/Sale (other than handguns, rifles or shotguns) is any weapon (including a starter gun) which will, is designed to, or may readily be converted to expel a projectile. This includes expelling of the frame or receiver of any weapon described above, any firearm muffler or firearm silencer, any explosive, incendiary, or poison gas, bomb, grenade, mine or similar device or any weapon which will or which may be readily converted to expel a projectile. Distribution/Sale is the attempt or act of offering, selling, trading, procuring or distributing (with or without compensation) on District property, at a school or District-sponsored event or on District-provided transportation.

On-Campus Reassignment (OCR) is when a student is assigned to remain in a classroom/specified location for the entire school day or for specified periods. The student will work on school assignments, while supervised by a staff member. Students may be assigned an OCR for various infractions, which are assigned at the discretion of the building-level administrator. In the Discipline Matrix portion of this handbook, an underlined infraction indicates that an administrator may opt to use an on-campus reassignment as a possible disciplinary action in lieu of off-campus suspension (SUS).

Organization includes an athletic team, association, order, society, corps, cooperative, club or similar group that is affiliated with an educational institution and whose membership consists primarily of students enrolled at that educational institution.

Physical Aggression is the act of tussles, minor confrontations, pushing, shoving or other physical provocation.

PBIS is a Positive Behavior Intervention Support and is a framework or approach for assisting school personnel in adopting and organizing evidence-based behavioral interventions.

Public Display of Affection is the act of kissing, hugging, fondling or touching in public that is beyond casual contact and which creates, or has the potential to create, a disturbance.

Robbery is the taking, or attempting to take, any property of another from his person or immediate presence and against his will. Such person threatens or uses force against any person with intent to either coerce surrender of property, or to prevent resistance to such person taking or retaining property.

Sale/Distribution of Personal Property is the attempt or act of offering, selling, trading, procuring or distributing (with or without compensation) personal property or services on District property, at a school or District-sponsored event or on District-provided transportation.

School Day includes a day in which school classes/activities are in session in school buildings, on school grounds, and places that are holding school sponsored events/activities at places that are holding school sponsored events or activities. This also includes the time of school bus rides, on the way to or from school.

School Grounds/Property includes the school building and immediate grounds, school transportation, stadiums, gymnasiums and other facilities.

Serious Offense is any offense that results in discipline that removes a student from one or more classes during any given school day.
Sexual Harassment is discrimination based on gender that includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature made by one individual to another and/or that might contribute a substantial risk of mental harm or personal degradation (Sexual: relating to, affecting, or typical of sex, the sexes, or the sex organs and their functions; implying or symbolizing erotic desire or activity.)

Sexual Materials include pictures, devices or electronic images that contain nudity or represent sexual activity that is offensive or disturbs the educational environment.

Sexual Misconduct is the use of verbal, written, electronic or physical actions or any language that is sexually demeaning and/or that might contribute a substantial risk of mental harm or personal degradation. This violation includes, but is not limited to, indecent exposure, consensual participation in any sexual act involving physical contact, lewd comments, touching private areas, depantsing, pulling at another's underclothing, possession or distribution of pornographic materials.

Short-Term Suspension is a student’s removal from school for one to ten days, but not to exceed 10 days. Students may be suspended from school by administrators, the District Superintendent, and/or other administrative officials granted this power by the District’s Governing Board.

Simulated Weapon Use/Possession/Distribution/Sale is an instrument displayed or represented as a weapon, including toys that resemble weapons. Sale or Distribution of Simulated Weapons is the attempt or act of offering, selling, trading, procuring or distributing (with or without compensation) on District property, at a District-sponsored event, or on District-provided transportation.

Staff is any employee of the Dysart Unified School District who works as an employee of the District (i.e., teacher, bus driver, coach, etc.). This shall also include approved volunteers for the District.

SUS is the disciplinary code for a suspension. Suspensions may be in-school or out-of-school suspensions.

Tardy is the failure to be at a designated location at a specified time. Students are allowed three excused tardies per semester. Once a student has more than three tardies (excused or unexcused) in a semester, consequences will be assigned. After three tardies, the only allowable excused tardies are those that have supporting documentation.

Technology Misuse is the failure to use hardware, software, electronic devices, web pages and networks for the intended educational use or in a manner that causes disruption at a campus or any District facility, including proxy use.

Theft is the taking of property that belongs to another without personal confrontation, threat, violence or bodily harm. Theft does not include confiscation by school authorities of property not permitted at the school.

NOTE: The District is NOT responsible for the loss, theft or damage of ANY personal items brought to school, including but not limited to, musical instruments, radios, headphones, cell phones, iPods, iPads, (any and all electronic devices), bicycles, etc. Any loss, theft or damage to any personal items will not be covered by District liability insurance.

Threat Assessment Team (TAT) is a trained team of school personnel who convene to collect student information in order to make the most appropriate decision with regards to consequences, resources, placement or other decisions in the best interest of the child and the school as a whole. Any infraction at any level of offense could result in a TAT.
**Threatening/Intimidating Behavior** is the act of negatively using or applying a real or perceived imbalance of power to frighten, compel, deter or otherwise threaten or intimidate through actual or implied behaviors. Repeated acts of Threatening/Intimidating shall be considered Bullying.

**Tobacco Use/Possession/Distribution/Sale** includes use, possession of tobacco smoking tobacco-products of any kind (i.e., cigarettes, cigars, electronic cigarettes or other similar devices), as well as (i.e., cigarettes, cigars) and smokeless tobacco (i.e., dip, chew, snuff, twist). Tobacco residue/butts/etc. will also be considered tobacco under this definition. Sale or Distribution of Tobacco is the attempt or act of offering, selling, trading, procuring or distributing (with or without compensation) on District property, at a District-sponsored event, or on District-provided transportation.

**NOTE:** Possession by any person of tobacco products on K-12 public, charter or private school grounds, buildings, parking lots, playing fields and vehicles, and at off-campus school-sponsored events, is a criminal offense.

**Trespass** is when a person enters upon, or in, school property without legal justification or without the implied or actual permission of the administration.

**Truancy** is an unexcused absence for at least one class period during the school day or when a student is absent from school during the hours school is in session, unless excused pursuant to A.R.S. § 15-802.

**Under the Influence** is the result of consumption of alcohol or drugs, which may or may not affect a student's behavior or change in mood.

**Vandalism/Destruction of Property** is the willful act of defacing or destroying any building, fixture, vegetation or property (personal or school) either intentionally or unintentionally.

**Vehicle Violations** include improper driving or parking of a vehicle on school District property without permission, parking in prohibited areas, and/or improper driving to or from campus.

**Verbal Abuse/Profanity/Obscenity** is the use of profanity or any derogatory language written or stated publicly.

**Verbal Abuse/Profanity/Obscenity to an Adult** is the use of profanity or any derogatory language written or stated publicly to an adult.

**Weapon Use/Possession/Distribution/Sale** includes (but not limited to) a bomb, firearm, other firearm, gun, revolver, pistol, dagger, dirk, stiletto, knife with a blade over 2 1/2" in length, pocket knife opened by a mechanical device, iron bar, brass knuckles, chains, billy clubs, Chinese stars, or any incendiary devices. A firearm is any weapon that is designed to (or may be readily converted to) expel a projectile by an explosive, or by the action of an explosive. This includes guns, bombs, grenades, mines, rockets, missiles, pipe bombs, firearms or similar devices designed to explode and capable of causing bodily harm or property damage. Distribution/Sale is the attempt or act of offering, selling, trading, procuring or distributing (with or without compensation) a weapon on District property, at a school or District-sponsored event or on District-provided transportation.

**Arizona Revised Statutes References - (A.R.S.):**

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<tr>
<td>Bullying</td>
<td>A.R.S. § 13-3620, A.R.S. § 15-341</td>
</tr>
<tr>
<td>Computer Tampering</td>
<td>A.R.S. § 13-2316</td>
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<tr>
<td>School Day</td>
<td>A.R.S. §15-341, 15-901</td>
</tr>
<tr>
<td>Suspension</td>
<td>A.R.S. § 15-843</td>
</tr>
<tr>
<td>Tobacco</td>
<td>A.R.S. § 36-798, A.R.S. § 15-341</td>
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</table>
Disorderly Conduct  
A.R.S. § 13-2904  
A.R.S. § 13-2911

Disruption  
A.R.S. § 13-2911

Expel  
A.R.S. § 15-841  
A.R.S. § 15-841-15-844

Hazing  
A.R.S. § 15-2301

Loitering  
A.R.S. § 13-2905

Trespass  
A.R.S. § 13-3622

Truancy  
A.R.S. § 15-802

Vandalism  
A.R.S. § 15-842

Weapons  
A.R.S. § 13-3102(11)  
A.R.S. § 15-341  
A.R.S. § 15-841

**Actions Usually Involving the Teacher**

All teachers will work collaboratively with fellow teachers to develop a classroom management plan that is approved by the school administration and communicated to students and parents. The plan will include procedures for addressing common classroom behavioral concerns. It will also include consequences, some of which are listed below. When positive behavioral change is not occurring under the classroom plan or when the offense is immediately serious, a disciplinary referral to the school administration will be generated by the teacher or staff member.

**Informal Talk**
A teacher, school administrator or designee will talk with the student, describing the inappropriate behavior and informing the student of acceptable behavior. The parent may be notified.

**Discipline Conference with Student**
A conference is held with the student and the teacher or school staff member to discuss the inappropriate behavior and develop a plan for changing the student's behavior. The parent may be notified.

**Time-Out**
Classroom teachers may use a technique similar to the alternative learning classroom imposed by the school administrator. In time-out, the student is assigned, by the teacher, to a supervised location isolated from his/her classmates. Time-out generally will not exceed 30 minutes.

**Conference With Parent**
The parent is asked to attend a conference with the student, school administrator and other educators to develop a plan for changing the student's inappropriate behavior.

**Restriction of Privileges**
Inappropriate behavior may result in a restriction of a student's privilege to participate in playground, cafeteria, common areas or specific special activities. The parent will be notified. For example, a teacher may assign and monitor his/her own after school detention, lunch or recess detention.

**Removal From Classroom (in extreme circumstances)**
State law allows a classroom teacher to remove a certain disruptive student from the classroom and request that a staff committee determine whether the student should return or be reassigned to another classroom.

Discipline Procedures 2013-2014

Actions Usually Involving School Administrators

Removal from Promotion/Graduation Ceremony
Administration may not allow a student to participate in optional promotional ceremonies due to inappropriate student behavior. This includes participation in the senior commencement ceremony, eighth grade promotion ceremony, awards assemblies and ceremonies, and any other event where student participation is voluntary.

Denial of Bus-Riding Privileges
A school administrator may deny bus-riding privileges for inappropriate/disruptive behavior. The parent will be notified prior to the denial taking place.

Restitution (Liability)
Under Arizona law, parents may be responsible for damage to, or theft of, school property done by their child (including textbook and/or library book or other school issued equipment, damage or loss). Failure to comply with restitution consequences could result in the incident being submitted to a collection agency per Dysart District procedures.

On-Campus Reassignment
Temporary assignment to an on-campus reassignment (OCR) is an alternative to off-campus suspension. OCR may be imposed for part of a day or for one or more days. The student is removed from the regular classroom setting and is assigned to a location isolated from classmates. Class assignments will be given to a student placed in an OCR. The parent will be notified.

Behavior Contract
A conference will be held with the teacher, parent, student and administrator. A behavior contract will be written.

Short-Term Suspension
School administrators may suspend a student for 10 school days or less. The student will be informed of the alleged violation of school rules and be given an opportunity to respond. There is no right to appeal a short-term suspension to any person, other than the school principal. When the student's behavior causes a danger to self or to others, an out-of-school suspension may be immediate. During any off-campus suspension, a student is not permitted on District property or at District functions/events. Classroom assignments will be provided, upon parent request, during a short-term suspension.

Long-Term Suspension
In addition to a short-term suspension, the school administrator may recommend to District-level administration that a long-term suspension be imposed. Suspensions exceeding 10 school days may be imposed following a due process hearing. The student and parent are informed of the District's due process procedures. During any off-campus suspension, a student is not permitted on District property or at District functions/events.

Alternative School Assignment
At a formal due process hearing, it may be recommended that a student be placed in an alternative school setting during a long-term suspension.
Expulsion
Expulsion means the permanent withdrawal of the privilege of attending any school in the District, unless the Governing Board reinstates that privilege. A recommendation for expulsion will be made by a hearing officer after the appropriate due process hearing. Only the Governing Board can expel a student. The student's parent will be notified, in writing, that expulsion is recommended. Notification will include instructions regarding due process procedures. During any expulsion, a student is not permitted on District property or at District functions/events.
## DISCIPLINE PROCEDURES – GRADES K-2

<table>
<thead>
<tr>
<th>Offense</th>
<th>1st Offense</th>
<th>2nd Offense</th>
<th>3rd Offense</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Aggravated Assault</em></td>
<td>Conference</td>
<td>Three (3) Day SUS</td>
<td>Five (5) Day SUS</td>
</tr>
<tr>
<td>• mandatory TAT</td>
<td>Notify Parent</td>
<td>Five (5) Day SUS</td>
<td>Ten (10) Day SUS</td>
</tr>
<tr>
<td><em>Arson (occupied/unoccupied)</em></td>
<td>Conference</td>
<td>Three (3) Day SUS</td>
<td>Five (5) Day SUS</td>
</tr>
<tr>
<td>• possible TAT</td>
<td>Up to Ten (10) Days SUS</td>
<td>Long-Term SUS</td>
<td>Expulsion</td>
</tr>
<tr>
<td><em>Assault</em></td>
<td>Conference</td>
<td>Three (3) Day SUS</td>
<td>Five (5) Day SUS</td>
</tr>
<tr>
<td>• possible TAT</td>
<td>Detention</td>
<td>Five (5) Day SUS</td>
<td>Ten (10) Day SUS</td>
</tr>
<tr>
<td><em>Alcohol (use/possession/distribution/sale)</em></td>
<td>Detention</td>
<td>Five (5) to Ten (10) Day SUS</td>
<td>Long-Term SUS</td>
</tr>
<tr>
<td>• mandatory TAT</td>
<td>Up to Five (5) Day SUS</td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Arson (occupied/unoccupied)</em></td>
<td>Up to Ten (10) Days SUS</td>
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<td></td>
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<tr>
<td>• possible TAT</td>
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<td></td>
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<tr>
<td>Bullying</td>
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<td>Three - Five (3-5) Day SUS</td>
<td>Five - Ten (5-10) Day SUS</td>
</tr>
<tr>
<td>Cheating or Plagiarism</td>
<td>Conference</td>
<td>Conference</td>
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<td></td>
<td>Notify Parent</td>
<td>Notify Parent</td>
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<td></td>
<td>Detention</td>
<td>Detention</td>
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<tr>
<td></td>
<td>One (1) Day SUS</td>
<td>Three (3) Day SUS</td>
<td>Five (5) Day SUS</td>
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<tr>
<td></td>
<td>conference</td>
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<td>Ten (10) Day SUS</td>
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<tr>
<td><em>Dangerous Instruments/Devices</em></td>
<td>Detention</td>
<td>Three (3) Day SUS</td>
<td>Five (5) Day SUS</td>
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<tr>
<td>(use/possession/distribution/sale)</td>
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<td>Ten (10) Day SUS</td>
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<tr>
<td>• possible TAT</td>
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<td></td>
<td>Up to Ten (10) Day SUS Pending TAT</td>
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<td><em>Death Threat (with weapon/without weapon)</em></td>
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<td>Three (3) Day SUS</td>
<td>Five (5) Day SUS</td>
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<tr>
<td>• mandatory TAT</td>
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<td>Ten (10) Day SUS</td>
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<td></td>
<td>delay TAT</td>
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<tr>
<td><em>Disorderly Conduct</em></td>
<td>Conference</td>
<td>Detention</td>
<td>Five (5) Day SUS</td>
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<tr>
<td></td>
<td>Notify Parent</td>
<td></td>
<td>Ten (10) Day SUS</td>
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<tr>
<td></td>
<td>One (1) Day SUS</td>
<td></td>
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</tr>
<tr>
<td><em>Disrespect/Defiance/Insubordination</em></td>
<td>Conference</td>
<td>One (1) Day SUS</td>
<td>Five (5) Day SUS</td>
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<tr>
<td></td>
<td>Detention</td>
<td></td>
<td>Ten (10) Day SUS</td>
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<td></td>
<td>Three (3) Day SUS</td>
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<tr>
<td>Disruption</td>
<td>Conference</td>
<td>Detention</td>
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<td>Detention</td>
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<tr>
<td><em>Disorderly Conduct</em></td>
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<tr>
<td>Dress Code Violation</td>
<td>Change Clothes</td>
<td>Change Clothes</td>
<td>Change Clothes</td>
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<td></td>
<td>Notify Parent</td>
<td>Detention</td>
<td>Detention</td>
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<tr>
<td></td>
<td></td>
<td>Conference</td>
<td>Conference</td>
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<tr>
<td><em>Drugs (use/possession/distribution/sale)</em></td>
<td>One (1) Day SUS</td>
<td>Five (5) Day SUS</td>
<td>Ten (10) Day SUS</td>
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<tr>
<td></td>
<td>Three (3) Day SUS</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Note:
- An underlined infraction indicates that an administrator may opt to use an on-campus reassignment as a possible disciplinary action in lieu of off-campus suspension.
- An asterisk (*) indicates that a police report and/or CPS report may be filed.
- If the infraction occurs on the bus, a suspension of bus-riding privileges may be assigned in addition to the consequences outlined in the matrix for that infraction.
- An administrator may choose any or all of the consequences for any infraction.

**PBIS** = Positive Behavior Intervention Support
**TAT** = Threat Assessment Team
The principal is the highest level of appeal for a suspension of 10 days or less.
Student may participate in a District approved diversion program to reduce suspension.
### DISCIPLINE PROCEDURES – GRADES K-2

<table>
<thead>
<tr>
<th>1st Offense</th>
<th>2nd Offense</th>
<th>3rd Offense</th>
</tr>
</thead>
</table>
| **Drug/Tobacco Paraphernalia** (use/possession/distribution/sale) | • Notify Parent  
• Detention  
• One (1) Day SUS  
• Three (3) Day SUS | • Five (5) Day SUS | • Ten (10) Day SUS |
| **Electronic Devices** | • Student Pick-Up  
• Notify Parent/Conf.  
• Confiscation | • Parent Pick-Up  
• Confiscation  
• Detention | • Parent Pick-Up  
• Confiscation  
• Detention | |
| **Endangerment** | • Notify Parent  
• Detention  
• One (1) Day SUS | • Three (3) Day SUS  
• Five (5) Day SUS | • Ten (10) Day SUS |
| **Extortion** | • One (1) Day SUS | • Three (3) Day SUS  
• Five (5) Day SUS | • Ten (10) Day SUS |
| **Fighting (with weapon/without weapon)**  
*Note: Please refer to section on Student and Staff Self Defense* | • One (1) Day SUS | • Five (5) Day SUS | • Ten (10) Day SUS  
• Long-Term SUS |
| **Firearms (use/possession/distribution/sale)**  
• mandatory TAT | • Expulsion | • Three (3) Day SUS | • Ten (10) Day SUS |
| **Forgery/Falsification** | • Notify Parent  
• Detention  
• One (1) Day SUS | • Three (3) Day SUS | • Three (3) Day SUS |
| **Harassment** | • Mediation  
• One (1) Day SUS | • One (1) Day SUS  
• Three (3) Day SUS | • Three (3) Day SUS  
• Five (5) Day SUS |
| **Hate/Rise-Related Incidents** | • Conference  
• Notify Parent | • Conference  
• Detention | • One (1) Day SUS |
| **Instigation** | • Conference  
• Notify Parent  
• Detention | • Detention  
• One (1) Day SUS | • One (1) Day SUS  
• Three (3) Day SUS |
| **Leaving Campus without Authorization/Unauthorized Absence** | • Notify Parent  
• Conference  
• Detention | • Detention  
• One (1) Day SUS | • One (1) Day SUS  
• Three (3) Day SUS |
| **Other Firearms (use/possession/distribution/sale)**  
• mandatory TAT | • Up to Five (5) Day SUS  
• mandatory TAT | • Up to Ten (10) Day SUS | • Long-Term SUS |
| **Physical Aggression** | • Conference  
• Notify Parent  
• Detention | • Detention  
• One (1) Day SUS  
• Possible PBIS | • Three (3) Day SUS  
• Five (5) Day SUS  
• Required PBIS |
| **Public Display of Affection** | • Warning  
• Conference | • Parent Conference  
• Detention | • Parent Conference  
• Detention |

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- **An administrator may choose any or all of the consequences for any infraction.**
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- **TAT = Threat Assessment Team**
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**Discipline Procedures – Grades K-2**

<table>
<thead>
<tr>
<th>Offense</th>
<th>1st Offense</th>
<th>2nd Offense</th>
<th>3rd Offense</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Robbery</em> (with weapon/without weapon)</td>
<td>Five (5) Day SUS</td>
<td>Ten (10) Day SUS</td>
<td>Long-Term SUS</td>
</tr>
<tr>
<td></td>
<td>Restitution</td>
<td>Restitution</td>
<td>Restitution</td>
</tr>
<tr>
<td></td>
<td>Detention</td>
<td>Detention</td>
<td>Detention</td>
</tr>
<tr>
<td></td>
<td>Confiscation</td>
<td>One (1) Day SUS</td>
<td>One (1) Day SUS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Three (3) Day SUS</td>
<td>Three (3) Day SUS</td>
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<tr>
<td></td>
<td></td>
<td>Confiscation</td>
<td>Confiscation</td>
</tr>
<tr>
<td><em>Sexual Harassment</em> (contact/no contact)</td>
<td>Notify Parent</td>
<td>One (1) Day SUS</td>
<td>Three (3) Day SUS</td>
</tr>
<tr>
<td></td>
<td>Conference</td>
<td>Three (3) Day SUS</td>
<td>Five (5) Day SUS</td>
</tr>
<tr>
<td></td>
<td>Detention</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| | | | *
| | | | possible TAT
| | | | |
| Sexual Materials | Notify Parent | One (1) Day SUS | Three (3) Day SUS |
| | Conference | Three (3) Day SUS | Five (5) Day SUS |
| | Confiscation | | Confiscation |
| *Sexual Misconduct* | Notify Parent | One (1) Day SUS | Three (3) Day SUS |
| | Conference | Three (3) Day SUS | Five (5) Day SUS |
| | Detention | | |
| | | | *
| | | | possible TAT
| | | | |
| *Simulated Weapon* | Notify Parent | One (1) Day SUS | Five (5) Day SUS |
| (use/possession/distribution/sale) | Detention | Three (3) SUS | Ten (10) Day SUS |
| | One (1) Day SUS | Confiscation | Confiscation |
| | Confiscation | | |
| | | | *
| | | | possible TAT
| | | | |
| Tardy | Tardies four (4) and five (5): | Tardies six (6), seven (7) and eight (8): | Tardies nine (9) or greater: |
| | Notify Parent | Notify Parent | Notify Parent |
| | Student Conference | Student Conference | Student Conference |
| | Detention | Detention | Detention |
| | | One (1) Day OCR | One (1) Day SUS |
| Technology Misuse/Computer Tampering | Notify Parent | Notify Parent | Notify Parent |
| | Conference | Loss of Technology Privileges | Loss of Technology Privileges |
| | Loss of Technology Privileges | | |
| | Restitution | Restitution | Restitution |
| | | | |
| Theft (over $100/under $100) | Notify Parent | Notify Parent | One (1) Day SUS |
| | Restitution | Detention | Three (3) Day SUS |
| | | Restitution | Restitution |
| Threatening/Intimidating Behavior | Mediation | One (1) Day SUS | Three (3) Day SUS |
| | Detention | Three (3) Day SUS | Five (5) Day SUS |
| | One (1) Day SUS | Ten (10) Day SUS |

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- If the infraction occurs on the bus, a suspension of bus-riding privileges may be assigned in addition to the consequences outlined in the matrix for that infraction.
- An administrator may choose any or all of the consequences for any infraction.

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* TAT = Threat Assessment Team
* The principal is the highest level of appeal for a suspension of 10 days or less.
# DISCIPLINE PROCEDURES – GRADES K-2

<table>
<thead>
<tr>
<th>Offense</th>
<th>1st Offense</th>
<th>2nd Offense</th>
<th>3rd Offense</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Tobacco (use/possession/distribution/sale)</em></td>
<td>Conference</td>
<td>One (1) Day SUS</td>
<td>Five (5) Day SUS</td>
</tr>
<tr>
<td></td>
<td>Notify Parent</td>
<td>Three (3) Day SUS</td>
<td>Ten (10) Day SUS</td>
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<tr>
<td></td>
<td>Detention</td>
<td>One (1) Day SUS</td>
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</tr>
<tr>
<td></td>
<td>One (1) Day SUS</td>
<td>Five (5) Day SUS</td>
<td>Ten (10) Day SUS</td>
</tr>
</tbody>
</table>

*Truancy*

| Conference | Detention | One (1) Day SUS | Five (5) Day SUS |
| Notify Parent | Conference | Three (3) Day SUS | Ten (10) Day SUS |
| Detention | Restitution | Ten (10) Day SUS | |

*Vandalism/Destruction of Property* (personal/school)

| Conference | Detention | One (1) Day SUS | Five (5) Day SUS |
| Notify Parent | Conference | Three (3) Day SUS | Ten (10) Day SUS |
| Detention | Restitution | |

Verbal Abuse/Obscenity

| Conference | Detention | One (1) Day SUS | Three (3) Day SUS | Five (5) Day SUS |
| Notify Parent | Conference | Three (3) Day SUS | Five (5) Day SUS |
| Detention | |

*Verbal Abuse/Profanity to an Adult*  
A.R.S. § 15-507

| Conference | Detention | One (1) Day SUS | Three (3) Day SUS | Five (5) Day SUS |
| Notify Parent | Conference | Three (3) Day SUS | Five (5) Day SUS |
| Detention | |

*Weapon/Other Weapon* (use/possession/distribution/sale)

| Conference | Detention | One (1) Day SUS | Three (3) Day SUS | Five (5) Day SUS |
| Notify Parent | Conference | Three (3) Day SUS | Five (5) Day SUS |
| Detention | |

| Up to Ten (10) Day SUS | Long-Term SUS | Long-Term SUS | Expulsion |
| mandatory TAT | |

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- **An administrator may choose any or all of the consequences for any infraction.**
- PBIS = Positive Behavior Intervention Support
- TAT = Threat Assessment Team
- The principal is the highest level of appeal for a suspension of 10 days or less.
# DISCIPLINE PROCEDURES – GRADES 3-6

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<tr>
<td>*Aggravated Assault</td>
<td>Five (5) Day SUS</td>
<td>Ten (10) Day SUS</td>
<td>Long-Term SUS</td>
</tr>
<tr>
<td>• mandatory TAT</td>
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<td></td>
<td>Expulsion</td>
</tr>
<tr>
<td>*Alcohol (use/possession/distribution/sale)</td>
<td>Five (5) Day SUS</td>
<td>Ten (10) Day SUS</td>
<td>Long-Term SUS</td>
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<tr>
<td>• Ten (10) Day SUS</td>
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<td>Expulsion</td>
</tr>
<tr>
<td>*Arson (occupied/unoccupied)</td>
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<td>Long-Term SUS</td>
<td>Expulsion</td>
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<td>• possible TAT</td>
<td>Expulsion</td>
<td>Restitution</td>
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<tr>
<td>*Assault</td>
<td>Three (3) Day SUS</td>
<td>Five (5) Day SUS</td>
<td>Ten (10) Day SUS</td>
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<tr>
<td>• possible TAT</td>
<td>Ten (10) Day SUS</td>
<td>Long-Term SUS</td>
<td>Expulsion</td>
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<tr>
<td>Bullying</td>
<td>Three - Five (3-5) Day SUS</td>
<td>Ten (10) Day SUS</td>
<td>Long-Term SUS</td>
</tr>
<tr>
<td>Cheating or Plagiarism</td>
<td>Notify Parent</td>
<td>Up to Three (3) Day SUS</td>
<td>Five (5) Day SUS</td>
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<tr>
<td></td>
<td>Loss of Credit for Assignment</td>
<td>Loss of Credit for Assignment</td>
<td>Loss of Credit for Assignment</td>
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<tr>
<td>• possible TAT</td>
<td>Ten (10) Day SUS</td>
<td>Long-Term SUS</td>
<td>Expulsion</td>
</tr>
<tr>
<td>*Death Threat (with weapon/without weapon)</td>
<td>Up to Ten (10) Day SUS</td>
<td>Ten (10) Day SUS</td>
<td>Expulsion</td>
</tr>
<tr>
<td>• mandatory TAT</td>
<td>SUS Pending TAT</td>
<td>Long-Term SUS</td>
<td></td>
</tr>
<tr>
<td>*Disorderly Conduct</td>
<td>Three (3) Day SUS</td>
<td>Five (5) Day SUS</td>
<td>Ten (10) Day SUS</td>
</tr>
<tr>
<td>*Disrespect/Defiance/Insubordination</td>
<td>Notify Parent</td>
<td>One (1) Day SUS</td>
<td>Five (5) Day SUS</td>
</tr>
<tr>
<td></td>
<td>Conference</td>
<td>Three (3) Day SUS</td>
<td>Ten (10) Day SUS</td>
</tr>
<tr>
<td></td>
<td>Detention</td>
<td>Possible PBIS</td>
<td>Long-Term SUS</td>
</tr>
<tr>
<td>Disruption</td>
<td>Conference</td>
<td>One (1) Day SUS</td>
<td>Five (5) Day SUS</td>
</tr>
<tr>
<td></td>
<td>Detention</td>
<td>Three (3) Day SUS</td>
<td>Ten (10) Day SUS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Possible PBIS</td>
<td>Long-Term SUS</td>
</tr>
<tr>
<td>Dress Code Violation</td>
<td>Change Clothes</td>
<td>Change Clothes</td>
<td>Expulsion</td>
</tr>
<tr>
<td></td>
<td>Notify Parent</td>
<td>Detention</td>
<td>Long-Term SUS</td>
</tr>
<tr>
<td></td>
<td>Five (5) Day SUS</td>
<td>Conference</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SUS Detention</td>
<td>One (1) Day SUS</td>
<td></td>
</tr>
<tr>
<td>*Drugs (use/possession/distribution/sale)</td>
<td>Five (5) Day SUS</td>
<td>Long-Term SUS</td>
<td>Expulsion</td>
</tr>
<tr>
<td></td>
<td>Ten (10) Day SUS</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Long-Term SUS</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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## DISCIPLINE PROCEDURES – GRADES 3-6

<table>
<thead>
<tr>
<th>Offense</th>
<th>1&lt;sup&gt;st&lt;/sup&gt; Offense</th>
<th>2&lt;sup&gt;nd&lt;/sup&gt; Offense</th>
<th>3&lt;sup&gt;rd&lt;/sup&gt; Offense</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>- Detention</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- One (1) Day SUS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Three (3) Day SUS</td>
<td></td>
<td></td>
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<tr>
<td>*Electronic Devices</td>
<td>- Confiscation</td>
<td>- Confiscation</td>
<td>- Confiscation</td>
</tr>
<tr>
<td></td>
<td>- Student Pick-Up</td>
<td>- Parent Pick-Up</td>
<td>- Parent Must Pick-Up</td>
</tr>
<tr>
<td></td>
<td>- Notify Parent</td>
<td>- Detention</td>
<td>- One (1) Day SUS</td>
</tr>
<tr>
<td>*Endangerment</td>
<td>- Detention</td>
<td>- Three (3) Day SUS</td>
<td>- Ten (10) Day SUS</td>
</tr>
<tr>
<td>- possible TAT</td>
<td>- Up to Three (3) Day SUS</td>
<td>- Five (5) Day SUS</td>
<td>- Long-Term SUS</td>
</tr>
<tr>
<td>*Extortion</td>
<td>- Three (3) Day SUS</td>
<td>- Five (5) Day SUS</td>
<td>- Ten (10) Day SUS</td>
</tr>
<tr>
<td><em>Fighting (with weapon/w/ out weapon)</em></td>
<td>- Three (3) Day SUS</td>
<td>- Five (5) Day SUS</td>
<td>- Ten (10) Day SUS</td>
</tr>
<tr>
<td>- Note: Please refer to section on Student and Staff Self Defense</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>*Firearms (use/possession/distribution/sale)</td>
<td>- Expulsion</td>
<td>- Expulsion</td>
<td></td>
</tr>
<tr>
<td>- mandatory TAT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>*Forgery/Falsification</td>
<td>- Notify Parent</td>
<td>- Three (3) Day SUS</td>
<td>- Three (3) Day SUS</td>
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<tr>
<td></td>
<td>- Detention</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>- One (1) Day SUS</td>
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<tr>
<td>*Gambling</td>
<td>- Conference</td>
<td>- One (1) Day SUS</td>
<td>- Three (3) Day SUS</td>
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<tr>
<td></td>
<td>- Notify Parent</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>- Detention</td>
<td></td>
<td></td>
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<tr>
<td>*Gang Activity</td>
<td>- Detention</td>
<td>- Five (5) Day SUS</td>
<td>- Ten (10) Day SUS</td>
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<tr>
<td></td>
<td>- Three (3) Day SUS</td>
<td></td>
<td>- Long-Term SUS</td>
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<tr>
<td></td>
<td>- Ten (10) Day SUS</td>
<td></td>
<td>- Expulsion</td>
</tr>
<tr>
<td>*Harassment</td>
<td>- Mediation</td>
<td>- Three (3) Day SUS</td>
<td>- Ten (10) Day SUS</td>
</tr>
<tr>
<td></td>
<td>- Three (3) Day SUS</td>
<td>- Five (5) Day SUS</td>
<td>- Long-Term SUS</td>
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<tr>
<td></td>
<td>- Expulsion</td>
<td></td>
<td>- Expulsion</td>
</tr>
<tr>
<td>*Hate/Bias-Related Incidents</td>
<td>- Detention</td>
<td>- Five (5) Day SUS</td>
<td>- Ten (10) Day SUS</td>
</tr>
<tr>
<td></td>
<td>- Three (3) Day SUS</td>
<td></td>
<td>- Long-Term SUS</td>
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<tr>
<td></td>
<td>- Expulsion</td>
<td></td>
<td>- Expulsion</td>
</tr>
<tr>
<td>Hazing</td>
<td>- Five (5) Day SUS</td>
<td>- Ten (10) Day SUS</td>
<td>- Long-Term SUS</td>
</tr>
<tr>
<td>Horseplay/Roughhousing</td>
<td>- Conference</td>
<td>- One (1) Day SUS</td>
<td>- Three (3) Day SUS</td>
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<tr>
<td></td>
<td>- Notify Parent</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>- Detention</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Instigation</td>
<td>- Up to Three (3) Day SUS</td>
<td>- Three - Five (3-5) Day SUS</td>
<td>- Five - Ten (5-10) Day SUS</td>
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<tr>
<td></td>
<td>- Detention</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>- One (1) Day SUS</td>
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<td></td>
</tr>
</tbody>
</table>

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## DISCIPLINE PROCEDURES – GRADES 3-6

<table>
<thead>
<tr>
<th></th>
<th>1st Offense</th>
<th>2nd Offense</th>
<th>3rd Offense</th>
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</thead>
<tbody>
<tr>
<td><strong>Other Firearms</strong></td>
<td>• Up to Ten (10) Day SUS</td>
<td>• Long-Term SUS</td>
<td>• Expulsion</td>
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<tr>
<td></td>
<td>• Long-Term SUS</td>
<td>• Expulsion</td>
<td></td>
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<tr>
<td></td>
<td>• Expulsion</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Physical Aggression</strong></td>
<td>• Detention</td>
<td>• Three (3) Day SUS</td>
<td>• Five (5) Day SUS</td>
</tr>
<tr>
<td></td>
<td>• One (1) Day SUS</td>
<td>• Possible-PBIS</td>
<td>• Ten (10) Day SUS</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Long-Term SUS</td>
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<tr>
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<td>• Required-PBIS</td>
</tr>
<tr>
<td><strong>Public Display of Affection</strong></td>
<td>• Warning</td>
<td>• Parent Conference</td>
<td>• Three (3) Day SUS</td>
</tr>
<tr>
<td></td>
<td>• Conference</td>
<td>• One (1) Day SUS</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Notify Parents</td>
<td></td>
<td></td>
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<tr>
<td><strong>Robbery (with weapon/without weapon)</strong></td>
<td>• Five (5) Day SUS</td>
<td>• Ten (10) Day SUS</td>
<td>• Long-Term SUS</td>
</tr>
<tr>
<td></td>
<td>• Restitution</td>
<td>• Restitution</td>
<td>• Restitution</td>
</tr>
<tr>
<td><strong>Sale or Distribution of Personal Property</strong></td>
<td>• Notify Parent/Conf.</td>
<td>• Notify Parent/Conf.</td>
<td>• Notify Parent /Conf.</td>
</tr>
<tr>
<td></td>
<td>• Detention</td>
<td>• Detention</td>
<td>• Detention</td>
</tr>
<tr>
<td></td>
<td>• Confiscation</td>
<td>• One (1) Day SUS</td>
<td>• Three (3) Day SUS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Three (3) Day SUS</td>
<td>• Five (5) Day SUS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Confiscation</td>
<td>• Confiscation</td>
</tr>
<tr>
<td><strong>Sexual Harassment (contact/no contact)</strong></td>
<td>• Three (3) Day SUS</td>
<td>• Ten (10) Day SUS</td>
<td>• Ten (10) Day SUS</td>
</tr>
<tr>
<td></td>
<td>• possible TAT</td>
<td>• Long-Term SUS</td>
<td>• Long-Term SUS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Expulsion</td>
<td>• Expulsion</td>
</tr>
<tr>
<td><strong>Sexual Materials</strong></td>
<td>• Notify Parent</td>
<td>• Three (3) Day SUS</td>
<td>• Ten (10) Day SUS</td>
</tr>
<tr>
<td></td>
<td>• Conference</td>
<td>• Five (5) Day SUS</td>
<td>• Long-Term SUS</td>
</tr>
<tr>
<td></td>
<td>• Detention</td>
<td>• Confiscation</td>
<td>• Expulsion</td>
</tr>
<tr>
<td></td>
<td>• Up to Three (3) Day SUS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Confiscation</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sexual Misconduct</strong></td>
<td>• Notify Parent</td>
<td>• Three (3) Day SUS</td>
<td>• Ten (10) Day SUS</td>
</tr>
<tr>
<td></td>
<td>• Conference</td>
<td>• Five (5) SUS</td>
<td>• Long-Term SUS</td>
</tr>
<tr>
<td></td>
<td>• Detention</td>
<td>• Confiscation</td>
<td>• Expulsion</td>
</tr>
<tr>
<td></td>
<td>• Up to Three (3) Day SUS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Confiscation</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Simulated Weapon</strong></td>
<td>• Notify Parent</td>
<td>• One (1) Day SUS</td>
<td>• Five (5) Day SUS</td>
</tr>
<tr>
<td></td>
<td>(use/possession/distribution/sale)</td>
<td>• Three (3) SUS</td>
<td>• Ten (10) Day SUS</td>
</tr>
<tr>
<td></td>
<td>• possible TAT</td>
<td>• Confiscation</td>
<td>• Ten (10) Day SUS</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>• Confiscation</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th></th>
<th><strong>1st Offense</strong></th>
<th><strong>2nd Offense</strong></th>
<th><strong>3rd Offense</strong></th>
</tr>
</thead>
</table>
| **Tardy**          | Tardies four (4) and five (5):  
- Notify Parent  
- Student Conference  
- Detention | Tardies six (6), seven (7) and eight (8):  
- Notify Parent  
- Student Conference  
- Detention  
- One (1) Day OCR  
- Possible PBIS | Tardies nine (9) or greater:  
- Notify Parent  
- Student Conference  
- Three (3) Day OCR  
- Required PBIS |
|                   | Conference  
- Loss of Technology Use Privileges  
- One (1) Day SUS  
- Restitution | Three (3) Day SUS  
- Loss of Technology Use Privileges  
- Restitution | Five (5) Day SUS  
- Ten (10) Day SUS  
- Loss of Technology Use Privileges  
- Restitution |
| **Technology Misuse/Computer Tampering** | Notify Parent  
- One (1) Day SUS  
- Restitution | Three (3) Day SUS  
- Five (5) Day SUS  
- Restitution | Five (5) Day SUS  
- Ten (10) Day SUS  
- Restitution |
| **Theft (over $100/under $1000)** | Notify Parent  
- One (1) Day SUS  
- Three (3) Day SUS  
- Restitution | Three (3) Day SUS  
- Five (5) Day SUS  
- Restitution | Ten (10) Day SUS  
- Long-Term SUS  
- Expulsion |
| **Threatening/Intimidating Behavior**  
- possible TAT | Notify Parent  
- Conference  
- Detention  
- Up to Three (3) Day SUS | Three (3) Day SUS  
- Five (5) Day SUS | Ten (10) Day SUS  
- Long-Term SUS  
- Expulsion |
| **Tobacco (use/possession/distribution/sale)** | Three (3) Day SUS | Five (5) Day SUS | Ten (10) Day SUS |
| **Trespassing/Loitering** | One (1) Day SUS  
- Three (3) Day SUS | Three (3) Day SUS  
- Five (5) Day SUS | Five (5) Day SUS  
- Ten (10) Day SUS |
| **Truancy** | Notify Parent  
- Detention  
- One (1) Day SUS | Three (3) Day SUS | Five (5) Day SUS |
| **Vandalism/Destruction of Property**  
(personal/school) | One (1) Day SUS  
- Three (3) Day SUS  
- Restitution | Three (3) Day SUS  
- Five (5) Day SUS  
- Restitution | Ten (10) Day SUS  
- Long-Term SUS  
- Expulsion  
- Restitution |
| **Verbal Abuse/Profanity/Obscenity** | One (1) Day SUS  
- Three (3) Day SUS  
- Restitution | Three (3) Day SUS | Five (5) Day SUS |
| **Verbal Abuse/Profanity to an Adult**  
- Long-Term SUS |
| **Weapon/Other Weapon**  
(use/possession/distribution/sale)  
- mandatory TAT | Up to Ten (10) Day SUS  
- Long-Term SUS  
- Expulsion | Expulsion | |

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### Disciplinary Procedures - Grades 7-12

<table>
<thead>
<tr>
<th>1st Offense</th>
<th>2nd Offense</th>
<th>3rd Offense</th>
</tr>
</thead>
</table>
| *Aggravated Assault*  
  • mandatory TAT | Long-Term SUS  
  • Expulsion | Long-Term SUS  
  • Expulsion | Long-Term SUS  
  • Expulsion |
| *Alcohol (use/possession/distribution/sale)*  
  • Ten (10) Day SUS  
  • Long-Term SUS | Ten (10) Day SUS  
  • Long-Term SUS | Ten (10) Day SUS  
  • Expulsion  
  • Expulsion  
  • Restitution | Ten (10) Day SUS  
  • Long-Term SUS  
  • Expulsion  
  • Restitution |
| *Arson (occupied/unoccupied)*  
  • possible TAT | Ten (10) Day SUS  
  • Long-Term SUS  
  • Expulsion  
  • Restitution | Ten (10) Day SUS  
  • Long-Term SUS  
  • Expulsion  
  • Restitution | Ten (10) Day SUS  
  • Long-Term SUS  
  • Expulsion  
  • Restitution |
| *Assault*  
  • possible TAT | Five (5) Day SUS  
  • Ten (10) Day SUS | Ten (10) Day SUS  
  • Long-Term SUS  
  • Expulsion | Ten (10) Day SUS  
  • Long-Term SUS  
  • Expulsion | Long-Term SUS  
  • Expulsion |
| Bullying | Five (5) Day SUS | Ten (10) Day SUS | Long-Term SUS |
| *Cheating or Plagiarism*  
  • Loss of Credit for Assignment  
  • Notify Parent  
  • One (1) Day OCR | Up to Three (3) Day SUS  
  • Loss of Credit for Assignment/Class | Five (5) Day SUS  
  • Loss of Credit for Assignment/Class | Five (5) Day SUS  
  • Loss of Credit for Assignment/Class |
| *Dangerous Instruments/Devices*  
  (use/possession/distribution/sale)  
  • possible TAT | Five (5) Day SUS  
  • Ten (10) Day SUS | Ten (10) Day SUS  
  • Long-Term SUS | Long-Term SUS  
  • Expulsion |
| *Death Threat (with weapon/without weapon)*  
  • mandatory TAT | Up to Ten (10) Day SUS Pending TAT | Ten (10) Day SUS  
  • Long-Term SUS  
  • Expulsion | Ten (10) Day SUS  
  • Long-Term SUS  
  • Expulsion | Expulsion |
| *Disorderly Conduct*  
  • possible TAT | Five (5) Day SUS  
  • Ten (10) Day SUS | Ten (10) Day SUS  
  • Long-Term SUS | Long-Term SUS  
  • Expulsion |
| *Disrespect/Defiance/Insubordination* | Conference  
  • Detention  
  • One (1) Day SUS | One (1) Day SUS  
  • Three (3) Day SUS  
  • Possible-PBIS | Five (5) Day SUS  
  • Ten (10) Day SUS  
  • Long-Term SUS  
  • Required-PBIS |
| Disruption | Conference  
  • Detention  
  • One (1) Day SUS | One (1) Day SUS  
  • Three (3) Day SUS  
  • Possible-PBIS | Five (5) Day SUS  
  • Ten (10) Day SUS  
  • Long-Term SUS  
  • Required-PBIS |
| Dress Code Violation | Change Clothes  
  • Notify Parent  
  • Detention | Change Clothes  
  • Detention  
  • Conference  
  • One (1) Day SUS | Change Clothes  
  • One (1) Day SUS  
  • Three (3) Day SUS |
| *Drugs (use/possession/distribution/sale)*  
  • Ten (10) Day SUS  
  • Long-Term SUS | Up to Ten (10) Day SUS  
  • Long-Term SUS  
  • Expulsion | Long-Term SUS  
  • Expulsion |
| *Drug/Tobacco Paraphernalia*  
  (use/possession/distribution/sale) | Up to Ten (10) Day SUS  
  • Long-Term SUS  
  • Expulsion | Long-Term SUS  
  • Expulsion |

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<thead>
<tr>
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<td><strong>Electronic Devices</strong></td>
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<td>• Student Pick-Up</td>
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<td>• Notify Parent</td>
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<td><strong>Endangerment</strong></td>
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<td><strong>Extortion</strong></td>
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<td><strong>Fighting (with weapon/without weapon)</strong></td>
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<td><em>Note: Please refer to section on Student and Staff Self Defense</em></td>
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<td><strong>Firearms (use/possession/distribution/sale)</strong></td>
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<td>• mandatory TAT</td>
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<td><strong>Forgery/Falsification</strong></td>
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<td><strong>Gambling</strong></td>
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<td><strong>Harassment</strong></td>
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<td><strong>Hate/Bias-Related Incidents</strong></td>
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<td><strong>Hazing</strong></td>
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<td><strong>Horseplay/Roughhousing</strong></td>
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<td><strong>Instigation</strong></td>
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<td><strong>Leaving Campus without Authorization/Unauthorized Absence</strong></td>
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<td><strong>Other Firearms</strong></td>
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<td>(use/possession/distribution/sale)</td>
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<tr>
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<tbody>
<tr>
<td>Physical Aggression</td>
<td>One (1) Day SUS</td>
<td>Three (3) Day SUS</td>
<td>Five (5) Day SUS</td>
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<td></td>
<td>Parent Conference</td>
<td>Three (3) Day SUS</td>
<td>Ten (10) Day SUS</td>
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<tr>
<td>Public Display of Affection</td>
<td>Warning</td>
<td>Parent Conference</td>
<td>Long-Term SUS</td>
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<td>Detention</td>
<td>One (1) Day SUS</td>
<td>Required PBIS</td>
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<td>Conference</td>
<td>Three (3) Day SUS</td>
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<tr>
<td>*Robbery (with weapon/without weapon)</td>
<td>Five (5) Day SUS</td>
<td>Ten (10) Day SUS</td>
<td>Long-Term SUS</td>
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<td>Restitution</td>
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<td>Confiscation</td>
<td>Five (5) Day SUS</td>
<td>Five (5) Day SUS</td>
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<tr>
<td>*Sexual Harassment (contact/no contact)</td>
<td>Mandatory TAT</td>
<td>Five (5) Day SUS</td>
<td>Ten (10) Day SUS</td>
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<td>Conference</td>
<td>Ten (10) Day SUS</td>
<td>Long-Term SUS</td>
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<td>Three (3) Day SUS</td>
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<tr>
<td>*Sexual Materials</td>
<td>Notify Parent</td>
<td>Three (3) Day SUS</td>
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<td>Detention</td>
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<td>Confiscation</td>
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<tr>
<td>*Sexual Misconduct</td>
<td>Notify Parent</td>
<td>Five (5) Day SUS</td>
<td>Ten (10) Day SUS</td>
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<td>Conference</td>
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<td>Three (3) Day SUS</td>
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<tr>
<td>*Simulated Weapon</td>
<td>Notify Parent</td>
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<td>(use/possession/distribution/sale)</td>
<td>Five (5) Day SUS</td>
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<td>Confiscation</td>
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<tr>
<td>*Technology Misuse/Computer Tampering</td>
<td>Conference</td>
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<td>Loss of Technology</td>
<td>Loss of Technology</td>
<td>Long-Term SUS</td>
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<td>Use Privileges</td>
<td>Use Privileges</td>
<td>Loss of Technology Use Privileges</td>
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<td>Three (3) Day SUS</td>
<td>Restitution</td>
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<table>
<thead>
<tr>
<th>DISCIPLINE PROCEDURES – GRADES 7-12</th>
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<tr>
<td><strong>1st Offense</strong></td>
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<tr>
<td><strong>Theft</strong> (over $100/under $100)</td>
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<tr>
<td>• One (1) Day SUS</td>
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<td>• Restitution</td>
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<td>• Restitution</td>
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<tr>
<td><strong>Threatening/Intimidating Behavior</strong></td>
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<td>• possible TAT</td>
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<tr>
<td>• Mediation</td>
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<td>• Three (3) Day SUS</td>
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<td><strong>Tobacco (use/possession/distribution/sale)</strong></td>
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<td>One (1) Day SUS</td>
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<td>Three (3) Day SUS</td>
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<td>Three (3) Day SUS</td>
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<tr>
<td><strong>Trespassing/Loitering</strong></td>
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<td>• Three (3) Day SUS</td>
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<td>• Ten (10) Day SUS</td>
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<td>• Long-Term SUS</td>
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<td><strong>Truancy</strong></td>
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<td>Notify Parent</td>
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<td>Detention</td>
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<td>Five (5) Day SUS</td>
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<td>Ten (10) Day SUS</td>
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<tr>
<td><strong>Vandalism/Destruction of Property</strong></td>
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<td>(personal/school)</td>
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<td>• One (1) Day SUS</td>
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<td>• Three (3) Day SUS</td>
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<td>• Ten (10) Day SUS</td>
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<td>• Long-Term SUS</td>
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<td><strong>Verbal Abuse/Profanity/Obscenity</strong></td>
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<td>• One (1) Day SUS</td>
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<td>• Long-Term SUS</td>
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<td>• Expulsion</td>
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<td><strong>Verbal Abuse/Profanity to an Adult</strong></td>
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<td>A.R.S. § 15-507</td>
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<td>• Long-Term SUS</td>
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<td>• Expulsion</td>
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<td><strong>Weapon/Other Weapon</strong></td>
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<td>(use/possession/distribution/sale)</td>
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<td>Ten (10) Day SUS</td>
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Transportation is extended to students in the District as determined by District Policy EEAA. It is not a legal requirement, except for transportation of special needs students as required by their Individual Education Program. The Governing Board requires students to conduct themselves on the bus, prior to boarding the bus and leaving the bus, in a manner consistent with established standards for classroom behavior. Bus misconduct may result in suspension from the bus, and/or school, and/or discipline consequences for behavior on any other school property as defined in this Discipline Handbook. Students who have their bus privileges suspended are expected to be in attendance, as per the State's compulsory attendance law.

The driver of a school bus is legally responsible for the orderly conduct and safety of all passengers being transported. All passengers are under the authority of the school bus driver (ADOT § R17-9-104). If there is a serious violation or safety concern on the bus, the driver may bring the bus to the school or the Transportation Facility where there is adult supervision. Student(s) may be removed from the bus, and the parents will be notified to pick up their child. Bus suspensions that occur at the end of the school year may carry over into the next school year.

Suspension from the bus may also result in other disciplinary consequences. All suspensions start only after parent contact. Every attempt will be made to contact the parent by phone. If unsuccessful, written notice will be mailed and/or sent home with the student. Transportation suspensions are progressive.

Students are required to ride their assigned bus. If a student needs to ride another bus due to an emergency, parents must write a note to take to the school office. The school administrator will then verify the request and sign their approval on the note, and the note will be given to the bus driver.

Surveillance cameras are installed on all school buses. Cameras are used by the District primarily for aiding with student discipline and student safety on the buses.

**STATE LAW FORBIDS THE FOLLOWING ITEMS TO BE BROUGHT ONTO THE BUS:**

1. Weapons/Dangerous Items
2. Glass
3. Animals/Insects/Reptiles
4. Tobacco/Alcohol/Drugs

**BUS RULES**

Students being transported are under the authority of the bus driver, just as they are under the authority of the classroom teacher(s) while at school. In addition, the school administration continues to have authority over consequences for misbehavior while on the school bus. Students shall consider the school bus an extension of the classroom and shall observe established and appropriate standards of classroom behavior and dress while riding a bus. Students shall also observe the following specific standards:

1. Follow directions immediately when asked.
2. Remain seated until your scheduled bus stop.
3. Keep all parts of your body inside the bus and to yourself.
4. Talk quietly and use appropriate language.
5. No eating or drinking. A plastic bottle with water is allowed.
6. Keep the aisle clear.
7. Throw all trash into the trash can on the bus.
8. Items brought on the bus must comply with school rules, including cell phones and other electronic devices.
9. Keep all personal property under control at all times.
10. Do not tamper with school bus equipment.
**STUDENT DUE PROCESS**

**SUSPENSION/EXPULSION DISCIPLINARY RECORD KEEPING**

**Discipline** - Discipline is administered by the principal/designee, the faculty and the staff.

**Referral** - Students will be referred to the principal/designee for violations outlined in the Student Rights and Responsibilities Handbook and when their disruptive behavior interrupts the educational process.

**Due Process** - Students in the District have certain rights. They also have the responsibility to respect the rights and property of others. If a student fails to do this, disciplinary action will follow. In disciplinary cases, each student is entitled to due process. This means students must:

1. Be informed of accusations against them
2. Have the opportunity to accept or deny the accusations
3. Have explained to them the factual basis for the accusations
4. Have a chance to present an alternative factual position if the accusation is denied

All discipline referrals submitted to the school administration/designee will begin with a conference with the student. If a student requests to have a parent/guardian contacted, the school will make reasonable efforts to contact the parent/guardian. In the case of suspensions/expulsions, a parent/legal guardian will be notified of consequences by a personal phone call, accompanied by a written referral form. If attempts to notify a parent/legal guardian by telephone are unsuccessful, a parent/guardian will be notified by written referral form only. Parent/legal guardian involvement is an important part of the discipline at all levels.

The extent of the due process required will depend upon the severity of the infraction and the related consequence. Campus administrators may use their on-campus reassignment program as a disciplinary action in lieu of off-campus suspension for designated infractions.

**Short-Term Suspension** - If the principal/designee decides that the alleged misconduct warrants a consequence of a suspension for 10 days or less, the principal/designee shall give the student an informal due process hearing and shall examine all the pertinent facts to determine whether or not a violation did occur. The student shall be afforded due process rights, including the opportunity to present to the principal/designee his/her defense or position concerning the alleged violation. At the conclusion of the investigation, the principal/designee, upon the basis of all facts and information learned, shall determine if the student committed a conduct violation. If the student is found to have committed a violation, a consequence or suspension may be imposed for a period of time, not to exceed 10 days. If a suspension is imposed, the principal/designee imposing the suspension shall keep a record of the aforesaid proceedings. A parent may request a campus administrative review of the discipline data and decision to suspend. Homework may be provided at the request of the parent. There is no level of appeal higher than the principal for a suspension of 10 days or less.

**Long-Term Suspension** - If the principal/designee decides that the alleged misconduct is sufficiently serious so that the consequence should be a suspension in excess of 10 days or expulsion, the accused student shall be afforded his or her due process rights. There shall be an investigation to determine if there is sufficient probable cause to charge the student with an act of misconduct, which may result in a suspension in excess of 10 days or an expulsion. When a student is charged by the principal/designee with misconduct, which may result in long-term suspension or expulsion, the parent/legal guardian of the student shall be informed within a reasonable time period by telephone or letter of the charges against the student.

The suspension shall be in accordance with pertinent Arizona Revised Statutes. The ability to make up work for credit during long-term suspension is at the discretion of the hearing officer or the Governing Board and will only be allowed in exceptional circumstances.
• If a school administrator believes that a long-term suspension may be warranted as a result of alleged misconduct of a student, the administrator/designee will notify the parent/legal guardian in writing. The school administrator/designee shall also notify the district office to schedule a long-term suspension hearing.

• If a long-term suspension hearing is scheduled, the District will deliver, or send by certified mail, notice of the hearing to the student's parent/legal guardian at least five (5) working days prior to the hearing. The notice shall contain:
  o The time, date and place of the hearing.
  o The name of the hearing officer.
  o A description of the alleged misconduct, the standard of student conduct allegedly violated and the proposed discipline.
  o A statement that the student and his/her parent/legal guardian are entitled to various procedural rights as described in this policy.
  o A statement that notice must be given to the superintendent/designee at least 24 hours before the hearing if the student or his/her parent/legal guardian will have an attorney present.

The hearing shall be held at the time and place stated in the notice, unless all interested parties agree otherwise. In the event the District is unable to contact the parent/legal guardian after taking reasonable steps to do so, the District may proceed to hold a hearing or take other steps regarding the discipline of the student. When proper notice has been given and the student/parent fail to appear at the hearing, the hearing may proceed; the student may be found responsible in absentia.

At the conclusion of the hearing, the hearing officer shall determine whether discipline will be imposed, and, if deemed appropriate by the hearing officer, a long-term suspension may be imposed immediately. Written confirmation of the hearing officer's decision shall be mailed or delivered to the student's parent/legal guardian within five (5) working days after the hearing. A copy of the written decision shall be delivered or mailed to the superintendent. If the decision is to impose a long-term suspension, the written decision shall:

• Name the student.
• Describe the behavior that resulted in the long-term suspension.
• State the duration of suspension and the date student is allowed to return to school.
• Inform the parent/legal guardian about suspension appeal procedures. Absent extenuating circumstances, once a due process hearing has concluded, no new testimony or documents may be presented.

The decision and appeal procedure, if applicable, upon conclusion of the hearing will be as follows:

• Upon the conclusion of a hearing by a hearing officer, in which a decision of long-term suspension is made, the decision may be appealed to the Board. To arrange such an appeal, the parent(s) of the suspended student or the student must deliver to the Superintendent a letter directed to the Board within five (5) working days after the written decision of long-term suspension has been mailed. The letter must describe, in detail, any objections to the hearing or the decision rendered.
• The appeal to the Board will be on the record of the hearing held by the hearing officer. If the Board determines that the student was not afforded due process rights or that this policy was not followed in all substantive respects, the student shall be given another hearing. If the Board determines that the punishment was not reasonable, they may modify the punishment.
• The decision of the Board is final.

Suspension Due to Clear and Present Danger - If in the best judgment of the principal/designee, after reasonable investigation, the facts indicate that the presence of the alleged offender constitutes a clear and disruptive influence to the educational processes on campus, the principal/designee may suspend the student from the school pending an investigation, due process and disposition of the case.
Expulsion - The hearing officer may recommend that a student be expelled from the School District. That recommendation will be forwarded to the Governing Board, who will act on it.

Parent/legal guardian may appeal the recommendation for expulsion based on one of the following reasons:

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

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

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

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

Readmission - Once a student is expelled, the student's parent/legal guardian may request that the student be readmitted no sooner than one year after the date of the expulsion. The readmission of an expelled student can only be granted by the Governing Board, in its discretion, and may begin the semester following the decision to readmit.

Student Disciplinary Record-Keeping - Each principal or designee shall keep and retain complete records of student disciplinary actions and procedures. Records regarding student disciplinary actions shall be retained for at least four years after graduation or withdrawal. The kinds of disciplinary actions for which an accounting shall be kept shall include, but not be limited to, suspension, placement in special classes and referrals of cases to police and juvenile authorities.

The accounting for students subject to disciplinary action shall contain an entry of:

- Student's full name.
- Time, place and date of the offense or offenses, behavior observed.
- Specific measures taken by person(s) reporting the offense to effect an adjustment, including the specialized help secured before referral (i.e., conferences with parent/legal guardian, conference with principal, conferences with other school personnel, etc.).
- Final disposition of the case.
- Name of person(s) imposing the action or actions.
- Statement of clarification by student or parent/legal guardian if either wishes.

Principal/Designee Review - In case of a suspension which is for 10 days or less, and there has been no recommendation for long-term suspension, the student/parent may request, in writing, a review of the situation/discipline. Once the principal/designee reviews the stated concern(s), the principal/designee shall notify the student/parent of the final determination.
STUDENT INTERROGATIONS, SEARCHES & ARRESTS

Interviews
School officials may question students regarding matters related to school without limitation. The parent will be contacted if a student is then subject to discipline for a serious offense. A student may decline, at any time, to be interviewed by the School Resource Officer (SRO) or other peace officer.

When child abuse is alleged:
If a child protective services worker or peace officer enters the campus requesting to interview an attending student, the personnel of the District will cooperate with the investigating child protective services worker or peace officer. If a student is taken into temporary custody, in accordance with A.R.S. § 8-821, school personnel may respond to inquiries about the temporary custody of the child.

If a peace officer enters the campus requesting to interview an attending student on an issue other than upon request of the school or for abuse, the parent will be contacted and will be asked if they wish the student to be present or to authorize the interview in their absence. Where an attempt was made and the parent cannot be reached, the peace officer will be requested to contact the parent and make arrangements to question the student at another time and place.

When a peace officer is present on the campus to interview students at the request of school authorities, parents will be contacted if the student is to be taken into custody or if the student is subject to discipline for a serious offense.

 Searches
School officials have the right to search and seize property, including school property temporarily assigned to students, when there is reason to believe that some material or matter detrimental to health, safety and welfare of the student exists. Disrobing of a student is overly intrusive for purposes of most student searches and is improper without express concurrence from School District counsel.

Items provided by the District, such as lockers, desks, storage areas, etc. or personal items, are provided as a convenience to the student but remain the property of the school and are subject to its control and supervision. Students have no reasonable expectation of privacy and the aforementioned may be inspected at any time with or without reason, or with or without notice, by school personnel.

Personal searches may be conducted by a District/school official when there is reasonable suspicion that a particular student is in possession of contraband, materials or items which present an immediate danger of physical harm or illness. The searches will be conducted out of the presence of other students and in a private room. Searches of the student shall generally be limited to:

- Searches of the pockets, shoes, socks, jackets, etc.
- Any object in the student's possession, such as a purse, backpack or briefcase.

School and District officials are authorized to conduct a search when on school grounds, in a vehicle owned, leased or otherwise used by the District or school, or at a school activity when there is reasonable suspicion that the search will result in the discovery of:

- "Contraband" includes all substances or materials prohibited by District/school policy or state law including, but not limited to, drugs, drug paraphernalia, alcoholic beverages, and/or,
- any material or item which presents an imminent danger of physical harm or illness, and/or
• any materials otherwise not properly in the possession of the student involved.

When the owner of the automobile is other than the person in possession of the automobile, the owner will be notified that a search has taken place.

Contraband materials, as identified in the introduction above, may be seized when found in the course of a search. Any such items seized may be:

• returned to the parent/guardian of the student from whom the items were seized,
• offered as evidence in any suspension or expulsion proceeding, if they are tagged for identification at the time seized,
• turned over to law enforcement officers, or
• destroyed.

Search Warrants
If a search warrant is served, District/school officials shall not interfere with searches by law enforcement officers who have duly processed search warrants. Every reasonable effort should be made to cooperate with law enforcement officers.

Arrests
When a peace officer enters a campus providing a warrant or subpoena, or expressing intent to take a student into custody, the office staff shall request the peace officer establish proper identification and complete and sign a form for signature of an arresting/interviewing officer. The school staff shall cooperate with the officer in locating the student within the school. School officials may respond to parental inquiries about the arrest or may, if necessary, explain the relinquishment of custody by the school and the location of the student, if known, upon contact by the parent.

Police Presence on Campus
Through a partnership with the cities of Surprise and El Mirage, the Dysart Unified School District employs police officers to provide an added layer of safety on school grounds. It is expected that police officers will maintain a professional presence as law enforcement while on school facilities or attending school events. Additionally, it is expected that police officers will be professionally equipped with standard issued gear and may use such equipment when necessary to maintain the safety of themselves and those they are employed to protect.

Threat Assessment

Threat Assessment Process
Every case of a threat must be taken seriously. Every instance of threat behavior will be examined individually. In determining whether a threat situation exists under this process, school administrators and other personnel will be guided substantially by the provisions of A.R.S. § 13-1202 and 13-2911 (see below). In general, a threat situation will be deemed to exist when, following an investigation by school administration, a student has been determined by admission or reliable informant(s) to have:

• communicated a death threat against self or others
• communicated a threat of mass violence
• communicated a threat involving weapons or explosive devices
• communicated a threat against school property
• engaged in behaviors that suggest a substantial risk of lethal violence with or without direct communication of a threat

However, the impulsive communication of a verbal threat must be considered in the context of the environment, developmental stage, and interpersonal situation in which it occurs. In such cases, administrators will be guided by the District processes in place to determine whether or not a threat situation exists or may exist under the provisions of this section.
Ref: A.R.S. § 13-1202. Threatening or intimidating: classification

1. A person commits threatening or intimidating behavior if such person threatens or intimidates by word or conduct:
   a. To cause physical injury to another person or serious damage to property of another, or
   b. To cause, or in reckless disregard to causing, serious public inconvenience including, but not limited to, evacuation of a building, place of assembly, or transportation facility, or
   c. To cause physical injury to another person or damage to the property of another in order to promote, further or assist in the interests of or to cause, induce or solicit another person to participate in a criminal street gang, a criminal syndicate or a racketeering enterprise.

2. Threatening or intimidating pursuant to subsection A, paragraph 1 or 2, is a Class 1 misdemeanor, except that it is a Class 6 felony if the offense is committed in retaliation for a victim's either reporting criminal activity or being involved in an organization, other than a law enforcement agency, that is established for the purpose of reporting or preventing criminal activity. Threatening or intimidating pursuant to subsection A, paragraph 3, is a Class 4 felony.

Ref: A.R.S. § 13-2911. Interference with or disruption of an educational institution; violation; classification

1. A person commits interference with or disruption of an educational institution by doing any of the following:
   a. Intentionally, knowingly or recklessly interfering with or disrupting the normal operations of an educational institution by either:
      1. Threatening to cause physical injury to any employee or student of an educational institution or any person on the property of an educational institution.
      2. Threatening to cause damage to any educational institution, the property of any educational institution or the property of any employee or student of an educational institution.
   b. Intentionally or knowingly entering or remaining on the property of any educational institution for the purpose of interfering with the lawful use of the property or in any manner as to deny or interfere with the lawful use of the property by others.
   c. Intentionally or knowingly refusing to obey a lawful order given pursuant to subsection C of this section.

2. To constitute a violation of this section, the acts that are prohibited by subsection A, paragraph 1 of this section are not required to be directed at a specific individual, a specific educational institution or any specific property of an educational institution.

3. The chief administrative officer of an educational institution or an officer or employee designated by the chief administrative officer to maintain order may order a person to leave the property of the educational institution if the officer or employee has reasonable grounds to believe either that:
   a. Any person(s) is committing any act that interferes with or disrupts the lawful use of the property by others at the educational institution.
   b. Any person(s) has entered on the property of an educational institution for the purpose of committing any act that interferes with or disrupts the lawful use of the property by others at the educational institution.

4. The appropriate governing board of every educational institution shall adopt rules pursuant to title 41, chapter 6 for the maintenance of public order on all property of any educational institution under its jurisdiction that is used for educational purposes and shall provide a program for the enforcement of its rules. The rules shall govern the conduct of students, faculty and other staff and all members of the public while on the property of the educational institution. Penalties for violations of the rules shall be clearly set forth and enforced. Penalties shall include provisions for the ejection of a violator from the property and, in the case of a student, faculty member or other staff violator, the violator's suspension or expulsion or any other appropriate disciplinary action. A governing board shall amend its rules as necessary to ensure the maintenance of public order. Any deadly weapon, dangerous instrument or explosive that is used, displayed or possessed by a person in violation of a rule adopted pursuant to this subsection shall be forfeited and sold, destroyed or otherwise disposed of pursuant to chapter 39 of this title. This subsection does not do either of the following:
   a. Preclude School Districts from conducting approved gun safety programs on school campuses.
b. Apply to private universities, colleges, high schools or common schools or other private educational institutions.

6:6. An educational institution is not eligible to receive any state aid or assistance unless rules are adopted in accordance with this section.

6:7. This section does not prevent or limit the authority of the governing board of any educational institution to discharge any employee or expel, suspend or otherwise punish any student for any violation of its rules, even though the violation is unlawful under this chapter or is otherwise an offense.

7:8. This section may be enforced by any peace officer in this state wherever and whenever a violation occurs.

8:9. Restitution under A.R.S. § 8-341, 8-345, and 13-603 applies to any financial loss that is suffered by a person or educational institution as a result of a violation of this section.

9:10. Interference with or disruption of an educational institution pursuant to subsection A, paragraph 1 of this section is a Class 6 felony. Interference with or disruption of an educational institution pursuant to subsection A, paragraph 2 or 3 of this section is a Class 1 misdemeanor.

10:11. For the purposes of this section:

a. "Educational institution" means, except as otherwise provided, any university, college, community college, high school or common school in this state.

b. "Governing Board" means the body, whether appointed or elected, that has responsibility for the maintenance and government of an educational institution.

c. "Interference with or disruption of" includes any act that might reasonably lead to the evacuation or closure of any property of the educational institution or the postponement, cancellation or suspension of any class or other school activity. For the purposes of this paragraph, an actual evacuation, closure, postponement, cancellation or suspension is not required for the act to be considered an interference or disruption.

d. "Property of an educational institution" means all land, buildings and other facilities that are owned, operated or controlled by the governing board of an educational institution and that are devoted to educational purposes.

The following description of the Dysart Unified School District Threat Assessment Process is intended only as an overview of the procedures to be followed in assessing threat situations. DUSD recognizes that the competent assessment of threat, risk, and potential for dangerous and violent behavior requires ongoing training and education in these procedures.

Referral

When the school administrator or designee identifies a student in grades PreK-12 as having caused a threat situation to exist in accordance with the above guidelines, the following procedures will be followed:

1. When any school or District employee becomes aware of an alleged threat, he/she will report the alleged threat to the school administrator. The school administrator must review the information and convene the Threat Assessment Team (TAT) members, who will make an initial determination of the seriousness of the incident. If the information shows clearly that there is no risk (i.e., misunderstandings or false accusations), the principal or designee completes the Resolution Form and keeps this form at the home school. No further action is required.

   a. If no potential for harm exists, the student is given an appropriate discipline outcome in accordance with the Student Rights and Responsibilities Handbook.

2. If potential for harm exists, but clear and imminent danger is not obvious, the school administrator or designee initiates the site-based Threat Assessment Process.

   a. When determining a discipline response to the threat situation, the school administrator will follow the Discipline procedures that can be found in the Student and Parent Handbook.

   b. The school administrator or designee convenes the site-based Threat Assessment Team.

3. If obvious, clear and imminent danger exists, the school administrator or designee initiates an immediate protective response to secure and stabilize the threat situation and alerts the Director of Student-Support Services & Athletics, the Director of Special Education and Gifted Exceptional Student Services and local law enforcement. The Crisis Response Team should be assembled.
Site-Based Threat Assessment Team

1. A threat assessment inquiry to assess the seriousness of and danger associated with the threat situation will be conducted on all students in grades Pre-K-12, identified by the school administrator or designee, as having caused a threat situation with a potential for harm to exist in accordance with this procedure. The Threat Assessment Team will follow the process as outlined in the Threat Assessment Process packet.
   a. The school administrator or designee convenes the site-based Threat Assessment Team. The inquiry is to be conducted as soon as possible but, in no case, later than one (1) school day following the determination that a threat situation exists.
   b. The student’s parent/legal guardian should be notified when and where the threat assessment inquiry will take place. Parental input into the Threat Assessment should be obtained through interview. Parents should be notified of the outcome of the Threat Assessment by the building administrator or designee.
   c. The administrator delegates tasks and responsibilities to TAT members and oversees all aspects of the Threat Assessment, resolution of the incident, and intervention and protection plans.

2. The Threat Assessment Team makes a determination of risk and initiates a District Level Threat Assessment Review if warranted.

3. Discipline is a separate concern from the Threat Assessment. In administering discipline, the Discipline Matrix, found in the Student and Parent Handbook, should be followed.

District Level Threat Assessment Review

1. If the TAT’s determination of risk finds a student at a high to imminent risk:
   a. Law enforcement may be notified.
   b. Victim notification may be initiated.
2. The building administrator or designee may contact the Director of Special Education and Gifted Exceptional Student Services or the Director of Student Support Services & Athletics to request a District Level Threat Assessment Review.
   a. The District Level Threat Assessment Review is conducted to help the site-based team determine whether further evaluation is necessary and, if so, what kind of evaluation. The District Level Team, in conjunction with the site-based team, reviews/revises the determination of risk category, makes recommendations to the District administration for legal and administrative management of the student, makes referrals to outside agencies for needed services, and develops a supervision plan for the student under concern, and if necessary, student protection plan(s) for other involved students.
   b. If further evaluation is indicated, a referral is made to the site-based Student Study Team.
   c. Based upon the results of the District Level Threat Assessment Review, the school administrator or designee, in consultation with the District Team, will make final determination of the student’s status and insure that the supervision plan and student protection plan(s) are adequate to insure the safety of the school environment.
3. Once the supervision plan and student protection plan(s) are developed a Follow-Up Manager will be assigned by the building administrator to assure implementation of all plans.

SECTION 504 OF THE REHABILITATION ACT OF 1973

Pursuant to Section 504 of the Rehabilitation Act of 1973, the District has a duty to identify, refer, evaluate and, if eligible, provide a free, appropriate public education to disabled students.

Purpose: The purpose of Section 504 is to assure that disabled students have educational opportunities and benefits equal to those provided to non-disabled students. An eligible student under Section 504 is a student
who has a physical or mental impairment that substantially limits a major life activity. Section 504 is not an aspect of special education.

For additional information about the rights of parents of eligible children, or for answers to any questions you might have about identification, evaluation and placement into Section 504 programs, please contact the District's Section 504 Coordinator or your child's school counselor.

Section 504 and Student Discipline: When a student, who is eligible under Section 504, violates the discipline code of the school and/or School District and is recommended for a suspension of more than 10 days during the school year, a manifestation determination conference must be held.

**INDIVIDUALS WITH DISABILITIES EDUCATION ACT (IDEA) SPECIAL INSTRUCTIONAL PROGRAMS**

The District will ensure that all children, including children attending private schools, within the District's jurisdiction who have suspected disabilities are identified, located and evaluated. The process of identifying, locating and evaluating students with disabilities is important to the provision of educational opportunities for all students. Children, aged birth through three years, and suspected of having a disability are screened by the School District. Children aged 2.9 years - 5 years are screened by the School District.

This process is guided by a variety of laws and regulations regarding identification, evaluation, development of program, placement, and the provision of services - its sensitivity, its accuracy - that will determine much of what happens with students during the remainder of their educational lives.

**Procedural Safeguards:**

Children with disabilities and their parents are guaranteed procedural safeguards with respect to the provision of free appropriate public education. A copy of the procedural safeguards notice shall be given to the parent upon initial referral for evaluation. If a parent suspects their child of having a disability, birth - age 22, they should contact the administration at the local campus.

If the District and parent/guardian do not agree on the identification, evaluation, educational placement of a child with a disability, and provision of FAPE (free appropriate public education), either the District or parent/legal guardian may request any of the following through the Arizona Department of Education - Exceptional Student Services:

- Mediation - The Arizona Department of Education (ADE) will provide a facilitator trained in the mediation process to assist both the District and parent/legal guardian in resolving the issues.
- Early Resolution - The Arizona Department of Education will provide trained staff to assist both the District and parent/legal guardian in resolving the issues. This is normally handled by phone and the final resolution provided in writing by ADE.
- State Complaint - The Arizona Department of Education provides trained investigators to review all records when a parent/legal guardian files a state complaint in writing. ADE will determine if the District is or is not in compliance and issue the findings in writing.
- Due Process - A parent/legal guardian or the District may initiate a due process hearing. A due process is overseen by a hearing officer and is the most formal method of resolution.

**INDIVIDUALS WITH DISABILITIES EDUCATION ACT (IDEA) STUDENT DISCIPLINE**

When a student who is receiving special education services is being considered for special education services, or has received special education services in the past, and violates the discipline code of the school and/or
school district and is recommended for a suspension of more than 10 days during the school year (a possible change in placement), a manifestation determination conference must be held.

A recommended suspension of a special education student for more than 10 consecutive days, or a series of suspensions totaling more than 10 days, may constitute a change of placement and shall require a manifestation determination conference. Such a conference shall be for the purpose of determining whether or not the offense is a manifestation of the student’s disability. The parent/legal guardian is notified in writing that a possible suspension and/or expulsion is being considered.

Upon request, the parent/legal guardian will be provided with an additional copy of the procedures/safeguards at any time during a disciplinary procedure with the student.

For the manifestation conference to occur, a multidisciplinary evaluation team is convened. The multidisciplinary evaluation team is comprised of the school staff that is most knowledgeable about the nature of the student’s disability and, if possible, about the student. Prior written notice and procedural safeguards are given to the student and parent/legal guardian per IDEA (Individual with Disabilities Education Act) and ADE/ESS (Arizona Department of Education/Exceptional Student Services). The student and the student’s parent/legal guardian are invited. At the conference, the following will occur:

- Student’s explanation of the incident.
- Professionals’ explanation of the incident (those who were involved in the investigation of the incident).
- Review of the current IEP, if student is receiving special education services.
- Review of the behavior plan; if there is no behavior plan, a functional behavioral analysis must be done.
- Determination of the relationship of the behavior to the disability (manifestation determination).
- Consideration of the necessity for further assessment and/or evaluation is discussed. If further evaluation is necessary, decisions concerning the relationship of the behavior to the disability will be on hold until the completion of the evaluations.
- Need for interim placement is discussed.

After the decision has been made, prior written notice and procedural safeguards are given to the student and parent/legal guardian per IDEA (Individual with Disabilities Education Act) and ADE/ESS (Arizona Department of Education/Exceptional Student Services), the team must develop, review, and/or revise the behavior plan within 10 days of the action. If the behavior is related to the disability, then suspension and/or expulsion may not occur. However, the student’s educational program will be reviewed and revised, and the multidisciplinary evaluation team may determine a change of placement/location of services. (34 C.F.R. 300.519 – 300.526)

If the behavior is not related to the disability, suspension and/or expulsion may occur; however, an education program must be delivered to the student who is on an IEP. The IEP team develops this program. The delivery of the educational program may occur through placement on an alternative campus, self-contained public, self-contained private and/or residential setting, as determined by the multidisciplinary evaluation team. In the case of a drug, weapon and/or serious bodily harm infraction, the student may be immediately placed for up to 45 days in an interim alternative educational setting.

If there are any questions, the administrator should contact the Director of Special Education Services. The findings and all conference notes are forwarded to the District’s hearing officer. If necessary, special education staff may be invited to the hearing.

If the parent/guardians do not agree with the findings of the IEP conference, they may file due process. If it is deemed that the student is a threat to the educational environment, the District may remove the student from the educational environment until due process has been served. An interim placement will be activated while the due process is taking place. (34 C.F.R. 300.519 – 300.526)
Dear Parent:

The Family Educational Rights and Privacy Act (FERPA), affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. The Governing Board has established written policies regarding the collection, storage, retrieval, release, use, and transfer of student educational information collected and maintained pertinent to the education of all students to ensure the confidentiality of the information and to guarantee parents' and students' rights to privacy. These policies and procedures are in compliance with:

- The Family Education Rights and Privacy Act; Title 20, United States Code, Sections 1232g and 1232h; and the Federal Regulations (34 C.F.R., Part 99) issued pursuant to such act;
- Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT ACT);
- No Child Left Behind Act of 2001 (NCLB);
- The Individuals with Disabilities in Education Act; 20 U.S.C. Chapter 33; and the Federal Regulations (34 C.F.R. Part 300); and
- Arizona Revised Statutes, Title 15, sections 141 and 142.

Student education records are collected and maintained to help in the instruction, guidance, and educational progress of the student, to provide information to parents and staff members, to provide a basis for the evaluation and improvement of school programs, and for legitimate educational research. The students' records maintained by the District may include, but are not limited to, identifying data, report cards and transcripts of academic work completed, standardized achievement test scores, attendance data, reports of psychological testing, health data, teacher and counselor observations, and verified reports of serious or recurrent behavior patterns.

These records are maintained by the District under the supervision of the school administrator at the school the student attends or last attended and are available only to the teachers and staff members working with the student. Upon request, the school may disclose education records without consent to officials of another school district in which a student seeks or intends to enroll. Otherwise, records are not released to most agencies, persons or organizations without prior written consent of the parent [34 C.F.R. 99.7].

Parents/guardians shall be informed when personally identifiable information collected, maintained, or used is no longer needed to provide educational services to their child. The information must be maintained for two years after the date their child was last enrolled in this school district.

Parents/guardians have the right to inspect and review any and all records related to their child within 45 days of the day of receiving a request for access, including a listing of persons or organizations who have reviewed or have received copies of the information [34 C.F.R. 99.7]. Parents/guardians who wish to review their child's records should contact the principal for an appointment or submit to the principal a written request that identifies the records they wish to inspect. School personnel will make arrangements for access and notify the parent/guardian of the time and place where the records may be inspected. School personnel will be available to explain the contents of the records to the parent/guardian. Copies of student education records will be made available to the parent/guardian when it is not practicable for them to inspect and review the records at the school. Charges for the records copies will be applied, unless the fee prevents the parent/guardian from exercising their rights to inspect and review those records.
Parents/Guardians have the right to request that an amendment be made to the student's education records and to add comments of their own if they believe information in the record file is inaccurate or misleading [34 C.F.R. 99.7(a)(1)]. Parent/guardian should write the principal, clearly identify the part of the record they want changed and specify why it is inaccurate or misleading. If the school decides not to amend the record, as requested by parent/guardian, the school will notify them of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to parent/guardian when notified of a right to a hearing.

Parents/guardians have the right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on a school board; a person or company with whom the school has contracted to perform a special task (such as an attorney, auditor, medical consultant or therapist); or a parent or student serving on an official committee (such as a disciplinary or grievance committee), or assisting another school official in performing his/her tasks.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his/her professional responsibility.

Parents/guardians have the right to file a complaint with the Family Educational Rights and Privacy Act Office in Washington, D.C., concerning alleged failures by the school to comply with the requirements of FERPA [34 C.F.R. 99.7]. The name and address of the office administers FERPA are:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202-4605

Copies of the District student education records confidentiality policies and procedures may be reviewed in the assigned office of each school [34 C.F.R. 99.7(a) (5) and 99.7(b)].

**STUDENT RECORDS**

**DESIGNATION OF DIRECTORY INFORMATION**

During the school year, District staff members may compile non-confidential student directory information specified below.

According to state and federal law the below-designated directory information may be publicly released to educational, occupational or military recruiting representatives without your permission. If the Governing Board permits the release of the below-designated directory information to persons or organizations who inform students of educational or occupational opportunities, by law the District is required to provide the same access on the same basis to official military recruiting representatives for the purpose of informing students of educational and occupational opportunities available to them, unless the parent/guardian requests, in writing, not to release the student's information without their prior written consent. If parent/guardian does not opt out of releasing any and all of the below-designated information, then the District must provide military recruiters, upon request, directory information containing the students' names, addresses and telephone listings.

If a parent/guardian does not want the below-designated information about their son/daughter to be released to any person or organization without their prior written consent, you must notify the District through the School Principal, in writing, of that fact. If the school district does not receive this notification from you within the prescribed time, it will be assumed that your permission is given to release your son/daughter's designated
directory information listed below:

- The student's name.
- The student's address.
- The student's date and place of birth.
- The student's photograph.
- The student's image in a school related video segment.
- The student's grade level.
- The student's participation in extracurricular activities.
- The student's weight and height if a member of an athletic team.
- The student's honors and awards received.
- The names of parents/guardians of the student.

This information may also be used to compile such things as: newsletters, yearbooks, newspapers, articles, programs (dramatic and athletic), web pages, applications for scholarships and honors, and responses to military recruiters.

**PROTECTION OF PUPIL RIGHTS AMENDMENT (PPRA)**

PPRA affords parents certain rights regarding our conduct of surveys, collection and use of information for marketing purposes, and certain physical exams. These include the right to:

Consent before students are required to submit to a survey that concerns one or more of the following protected areas ("protected information survey") if the survey is funded in whole or in part by a program of the U.S. Department of Education (ED):

1. Political affiliations or beliefs of the student or student's parent;
2. Mental or psychological problems of the student or student's family;
3. Sex behavior or attitudes;
4. Illegal, anti-social, self-incriminating, or demeaning behavior;
5. Critical appraisals of other's with whom respondents have close family relationships;
6. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers;
7. Religious practices, affiliations, or beliefs of the student or parents; or
8. Income, other than as required by law to determine program eligibility.

Receive notice and an opportunity to opt a student out of:

1. Any other protected information survey, regardless of funding;
2. Any non-emergency, invasive physical exam or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under State law; and
3. Activities involving collection, disclosure, or use of personal information obtained from students for marketing or to sell or otherwise distribute the information to others.

Inspect, upon request and before administration or use:

1. Protected information surveys of students;
2. Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes; and
3. Instructional material used as part of the educational curriculum.
These rights transfer to from the parents to a student who is 18 years old or an emancipated minor under State law.

Dysart Unified School District has policies regarding these rights, as well as arrangements to protect student privacy in the administration of protected information surveys and the collection, disclosure, or use of personal information for marketing, sales, or other distribution purposes. Dysart Unified School District will directly notify parents of these policies at least annually at the start of each school year and after any substantive changes. Dysart Unified School District will also directly notify, such as through U.S. Mail or email, parents of students who are scheduled to participate in the specific activities or surveys noted below and will provide an opportunity for the parent to opt his or her child out of participation of the specific activity or survey. Dysart Unified School District will make this notification to parents at the beginning of the school year if the District has identified the specific or approximate dates of the activities or surveys at that time. For surveys and activities scheduled after the school year starts, parents will be provided reasonable notification of the planned activities and surveys listed below and be provided an opportunity to opt their child out of such activities and surveys. Parents will also be provided an opportunity to review any pertinent surveys. Following is a list of the specific activities and surveys covered under this requirement:

- Collection, disclosure, or use of personal information for marketing, sales or other distribution.
- Administration of any protected information survey not funded in whole or in part by ED.
- Any non-emergency, invasive physical examination or screening as described above.

Parents who believe their rights have been violated may file a complaint with:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, S.W.
Washington, D.C. 20202-5901

**Electronic Information Systems (EIS) User Agreement**

Internet access and E-Mail are available to students and teachers in the Dysart Unified School District. DUSD believes that the Internet offers vast, diverse, and unique resources to both students and teachers. Our goal in providing this service is to promote educational excellence in schools by facilitating resource sharing, innovation, communication and educating minors about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms, cyber bullying awareness, and response.

While our intent is to make Internet access available to further educational goals and objectives, students may find ways to access other materials as well. We believe that the benefits to students from access to the Internet, in the form of information resources and opportunities for collaboration, exceed any disadvantages; but ultimately, parents and guardians of minors are responsible for setting and conveying the standards that their children should follow when using media and information sources.

To that end, the Dysart Unified School District Governing Board has adopted the following policy:

**Acceptable Use - Each user must:**

- Use Electronic Information Systems (EIS) to support personal educational objectives consistent with the educational goals and objectives of Dysart Unified School District.
Discipline Procedures 2013-2014

• Agree not to submit, publish, display or retrieve any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive or illegal material.
• Immediately inform their teacher if inappropriate information is mistakenly accessed.
• Abide by all copyright and trademark laws and regulations.
• Not reveal home addresses, personal phone numbers or personally identifiable data unless authorized to do so by designated school authorities.
• Understand that electronic mail or direct electronic communication is not private and may be read and monitored by school-employed persons.
• Not use the EIS in any way that would disrupt the use of the EIS by others.
• Not use the EIS for commercial or financial gain, political lobbying, or fraud.
• Follow the district’s code of conduct.
• Not attempt to harm, modify, add or destroy software or hardware nor interfere with system security.
• Understand that inappropriate use may result in cancellation of permission to use the EIS and appropriate disciplinary action up to and including expulsion for students.
• Publish information/student work only on DUSD servers or district approved web hosting vendors.
• Users placing information on the Internet using the district’s EIS are publishing information on behalf of the district.
• Be responsible for the appropriate storage and backup of their data.
• Use of EIS for information collection purposes (online surveys, email, etc.) must follow existing district policies and have appropriate administrative approval.

In addition, acceptable use for district employees is extended to include requirements to:

• Maintain supervision of students using the EIS.
• Agree to directly log on and supervise the account activity when allowing others to use district accounts.
• Take responsibility for assigned personal and district accounts, including password protection.
• Take all responsible precautions, including password maintenance and file and directory protection measures, to prevent the use of personal and district accounts and files by unauthorized persons.

Unacceptable Uses - Each user must not:

• Share their Dysart network credentials with any other individual.
• Use their own computing devices to access the Internet via personal Wi-Fi accounts or by any manner other than connecting through the secure wireless connection provided by the school system.
• Users may not connect or install any computer hardware, hardware components or software, which is their own personal property to and/or in the District’s EIS without the prior approval of the District Information Technology Department.
• Users shall not post information that could cause damage or pose a danger of disruption to the operations of the EIS or the District.
• Users shall not access the network for any non-educational purposes.
• Users will not gain or attempt to gain unauthorized access to the files of others, or vandalize the data or files of another user.
• Users will not download and use games, files, documents, music, or software for non-educational purposes. (i.e. Shockwave games/animations, audio and other visual files.)
• Users will not possess any data, which may be considered a violation of these regulations, in paper, magnetic (disk), or any other form.
• Users will not display name or photo to personally identify an individual without receiving written permission.
• Users will not reveal full name, address, phone number, or personal email without permission from an adult.
• Users shall not plagiarize works that are found on the Internet or any other electronic resource.
• Users will not harass, insult, attack others or use obscene language in written communications.
• Users will not post anonymous messages.
• Users may not use free web based email, messaging, video conferencing, or chat services without written permission from DUSD Information Technology.

Resource Limitations:

• Activities that are deemed by the network supervisor to cause unreasonable demand on network capacity or disruption of system operation are prohibited.
• Users shall subscribe only to high quality discussion groups or mailing lists that are relevant to their education or career development.
• Users shall not use the District's EIS for commercial purposes or financial gain. This includes the creation, development and offering of goods or services for sale, and the unauthorized purchase of goods or services. District approved purchases will be made following District approved procedures.
• The District's portable information systems and educational technology resources such as notebook computers, peripherals, and/or companion devices, will be at the school sites during school hours.

Personal Responsibility:

• I will report any misuse of the EIS to the administration or system administrator.
• I understand that many services and products are available for a fee and acknowledge my personal responsibility for any expenses incurred without District authorization.
• I understand that when I am logged on to District computers or electronic devices, that I am ultimately responsible for any activity that occurs on the computer or electronic device under my log-in.

Network Etiquette:

I am expected to abide by the generally acceptable rules of network etiquette. Therefore, I will:

• Be polite and use appropriate language. I will not send, or encourage others to send, abusive messages.
• Respect privacy. I will not reveal any home addresses, or personal phone numbers, or personally identifiable information.
• Avoid disruptions. I will not use the EIS in any way that would disrupt the use of the systems by others.
• Observe the following considerations:
  • Be brief.
  • Strive to use correct spelling and make messages easy to understand.
  • Use short and descriptive titles for articles.
  • Post only to known groups or persons.

Services:

The Dysart Unified School District specifically denies any responsibility for the accuracy of information. While Dysart Unified School District will make an effort to ensure access to proper materials, the user has the ultimate responsibility for how the EIS is used and bears the risk of reliance on the
information obtained.
To help students, parents and community members report threats, bullying or other criminal actions, the Dysart Unified School District has established a Safe Schools Hotline. A message may be left on the hotline 24/7. The hotline number is 623-876-7009. All members of our community - including students - are urged to play an active role in school safety by reporting all threats, bullying situations, violent acts, or other similar behavior for investigation by school and law enforcement officials.

NOTE: A copy of this handbook is available in Spanish at each school and at the District Administration Center.

NOTA: Una copia de este informe está disponible en Español en cada escuela y también en el la oficina Central del Distrito.
AGENDA ITEM: 2013 Strategic Plan Survey – Summary of Results

EXECUTIVE SUMMARY:

Dr. Thomas Jandris, CEO of Progress Education, will present a summary of the results of the strategic plan survey that was conducted March 26, 2013 through April 12, 2013.

BOARD ACTION REQUESTED:

It is recommended the Governing Board accept the information presented.

SUBMITTED BY: ____________________ SUPERINTENDENT: ____________________

ACTION BY BOARD: Motion: _______ Second: _______ Vote: _______ AGENDA ITEM: _______
AGENDA ITEM: 2012-2013 Report on the Continuous Improvement Plan (CIP) for the Business Services Department

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

Policy Reference: BBA  Cost: N/A  Funding Source: N/A

EXECUTIVE SUMMARY:

Mr. Jeff Gadd and Ms. Marcie Rodriguez will provide information regarding the Continuous Improvement Plan for the Business Services Department.

BOARD ACTION REQUESTED:

It is recommended the Governing Board accept the information presented.

SUBMITTED BY:  SUPERINTENDENT:

ACTION BY BOARD: Motion:  Second:  Vote:  AGENDA ITEM: 37
Continuous Improvement Plan
2012-2013

Department Staff

- Accounting Team: 7 staff members
- Payroll Team: 4 staff members
- Budget Team: 3 staff members
- Procurement Team: 4 staff members
- Warehouse Team: 6 staff members
Examples of Services Provided

- Ensures compliance with all financial regulations
  - Awarded Certificate of Excellence in Financial Reporting
  - Awarded Certificate of Achievement for Excellence in Financial Reporting
- Prepare annual budget reports
- Record all revenues
- Monitor and assist schools and departments with budgeting
- Exceptional audit report for 2011-2012

Examples of Services Provided

- Process bi-weekly payroll for approx. 3,000 employees
- Process over 7,000 purchase orders annually
- Fill over 2,000 courier requests annually
- Assist with delivering AIMS test
- Manage over 30,000 district physical assets
- Assist with information to drive data-driven decision making
Training and Education

- Workshop for Parent Support Organizations
- Monthly informational meeting with Office Managers and support staff
- New employee financial procedure training
- Student Activities Club Sponsor training

Educate the Community

Goal G: Educate the public and key stakeholders on the need for adequate resources to ensure students are meeting standards and are future ready.

- Educated the community on the district budget
- Provided a “Community Guide to Understanding Your District’s Budget”
- Provided Town Hall meeting at Sun City Grand
Develop Long Term Capital Plan

**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.

- Identify District needs
- Review Capital Plan with broad based citizen/staff committee
- Developed options for funding plan

Align Funding Priorities with Strategic Plan

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

- Guidelines developed and communicated to administrators

**Measures of Success**

- School capital plans aligned to school CIP. Reviewed by Finance Department when purchases are made.
- Progress of plan expenditures reviewed at AD Council meeting
- Conducting quarterly meetings with Athletic Directors
- Monitoring report indicating guidelines fully utilized to assure alignment
Business Department

Questions?
"Exceeding standards, future ready"

GOVERNING BOARD ITEM

AGENDA ITEM: Strategic Plan Update – Exceeding Standards, Future Ready: Student Achievement Goal A, Objective 4

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

Cost: N/A Funding Source: N/A

EXECUTIVE SUMMARY:

Administration will present an update on a goal and objective related to student achievement in the Dysart Strategic Plan.

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

Objective 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.

BOARD ACTION REQUESTED:

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

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 38
Program Evaluation Overview for Strategic Plan Goal A-4: Exam Systems

June 2013

Prepared by DUSD Research & Accountability

Strategic Plan Goal A-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.

Research Initiative:
Undertake a comprehensive evaluation of the different exam systems, assemble and analyze relevant data, and assist in improving program efficacy.

Exam Systems Stakeholder Data Collections
- 76 Stakeholder Interviews
  - Team Leads, Administrators, Counselors, Program Coordinators, Teachers
  - 45 minutes each
  - Total 17.5 hours

- 6 Focus Group Observations
  - 4 Focus groups (facilitated by AP Exam System Team members)
  - 17 Individual participants (demographically balanced for feedback)
  - Focus Group Observational: 45 minutes each (Total 6 hours)

Data Integrity & Triangulation

Final Codes, Constructs, Themes
Big Ideas: Exam Systems

Ensure clear and consistent communication to all DUSD stakeholders regarding the many Exam systems options available to students and parents:

- Program benefits, expectations, prerequisites, access, resources & supports, curricula, responsibilities, etc.
- For each Exam system, clearly articulate the intended population and to what purpose/outcome

Reduce competitive tensions that may exist between programs and services with regard to student participation, access, and support.

Clarity all Exam System program goals with regard to outcome measures of success for the near and long term.

- Address the tension caused by mismatching numerical participation and/or higher achievement measures

Coordinate oversight for Exam System pathways at the organizational level (as opposed to the site level). Ensure that local and organizational decision making is aligned.

Exam Systems Evaluation Reflections

Cambridge
- There are two distinct implementations of the program.

Recommendation: Develop and communicate a unified purpose and vision for the program that is clearly communicated to all stakeholders.

Dual Enrollment
- The program is currently limited due to the lack of DUSD college certified instructors.

Recommendation: Outside of the hiring process, find resources and supports which incentivize DUSD teachers to obtain the necessary credentials qualifying them to teach dual enrollment courses. Do this equitably at all high schools.
Exam Systems Evaluation Reflections

**Career & Technical Education**
- Students have limited workplace internship opportunities
- CTE programs continue to work toward systemic integration of Common Core curriculum
- Site-based leadership decisions may adversely impact CTE programs offered to students

**Recommendations:**
- Nurture new business partnerships that provide internships in all areas of the district's CTE programs.
- Continue a systemic (district-wide) initiative to more fully integrate new Common Core standards throughout all district CTE programs.
- Site-based leadership decisions regarding CTE programs need to be signed and coordinated with district level leadership.

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**ASVAB**
- ASVAB is seen by parents and students as primarily a military entrance exam
- Limited resources and supports are available to DUSD students wanting to take the ASVAB

**Recommendation:**
- Support efforts to communicate benefits of the ASVAB exam as a future career planning tool.
- Develop resources that help students prepare for the ASVAB.

**AP**
- Participation rates in AP courses vary significantly across schools
- AP Exam attempt rates vary widely by course and school
- AP Exam success rates are relatively low (23%)

**Recommendations:**
- Support efforts to communicate benefits of the AP exam as a future planning tool.
- Undertake a deeper examination of the AP Program and all stakeholders groups (students, parents, teachers, counselors, etc.)

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**ACT**
- Few students take the ACT exam
- For most students, the ACT Exam is not needed to attend local colleges and universities
- ACT scores have increased only very slightly over the past three years
- ACT participation rates have risen only slightly over the past three years

**Recommendations:**
- Consider providing additional information to parents regarding ACT and the benefits of taking the exam.
- Explore offering ACT at additional campuses
- Provide ACT exam preparation classes and training for in-district teachers to facilitate these classes.
Exam Systems Evaluation Reflections

- Lack of financial resources has reduced the amount of professional development opportunities for IB teachers.
- Communication about the IB program is mostly confined to the Willow Canyon community.

Recommendations:
- Identify and allocate resources to provide continuing IB PD to teachers, especially focused on curricular and exam scoring procedures.
- Develop a more systematic communication effort that informs a broader base of the Dysart community.

Questions / Comments
AGENDA ITEM: Strategic Plan Update – Exceeding Standards, Future Ready: Student Achievement Goal B, Objective 9

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

Cost: N/A  Funding Source: N/A

EXECUTIVE SUMMARY:

Administration will present an update on a goal and objective related to student achievement in the Dysart Strategic Plan.

Goal B: Optimize and allocate resources that are proven to result in increased student achievement

Objective 9: Evaluate and revise the professional development plan to provide curricular, instructional, and assessment support to increase student achievement.

BOARD ACTION REQUESTED:

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

SUBMITTED BY: [Signature]  SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion:  Second:  Vote:  AGENDA ITEM: 39
Program Evaluation Overview for Strategic Plan Goal B-9: Professional Development

June 2013

Prepared by DUSD Research & Accountability

Strategic Plan Goal A - 4

Strategic Plan Goal B-9
Evaluate and Revise the Professional Development Plan to Provide Curricular, Instructional, and Assessment Support to Increase Student Achievement

Research Initiative:
Undertake a comprehensive evaluation of the district’s professional development program and its impact on student achievement

Evaluation Activities: Stakeholder Data Collections
Professional Development PD/PLC
- 26 PD/PLC Observations
  - 12 School-based PLC/PLC Days
  - Multiple Grade Levels/PLCs per location
  - 11 District PD Days
  - 6 hours each (total 72 hours)
  - Protocol: Open-Scripting observation
- 24 Stakeholder Interviews
  - Principals, Assistant Principals, IGs, Teachers
  - Interviews: 45 minutes each (total 5 hours)
  - Protocol: Semi-Structured Interview (Audio Recorded)

Component 1: Evaluating the association between professional development, instructional quality, and student outcomes

Primarily Quantitative Evidence: Measures of...
- Student Value Added: Growth Measures
- Teacher Professional Development Program
- Student Value Added: Growth Measures

Component 2: Analysis of Professional Development Program Effectiveness
- Teacher Reflections/Focus Group Interviews, Focus Groups
- 20 Professional Practices: Observations of PLC activities, District and school-based training, online training components...

Component 3: Differentiating and isolating the instructional practices of highly effective teachers
- Identify high, moderate, and ineffective teachers based on value-added (growth) measures of student achievement
- Randomly select a subset of teachers from each performance group
- Observe and codify the instructional practices taking place in these classrooms
Professional Learning Communities - Professional Development

SY2012-13 Formal PD iLEARN Courses (Excludes unknown # of PLC Sessions)

- Number of PLC Courses within Data system: 497
- Number of School-based PD Courses: 165
- Number of District-based PD Courses: 158
- Mean PD Rating: 4.4 on a 5-point scale

Distribution of PD Course Ratings: SY2012-13

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Post-Observation Discussion:

What aspects of the data collections shaped impressions of the PLC/PD activities?

- Use of Agenda – identified objectives, followed with fidelity
- Documented outcomes as a product of the PLC activity
- Norms in Action – an understanding of collaboration and professional expectations
- Active Engagement - by all team members
- Student Focused Discussions - by all team members
- Use of Data to Inform Discussion
- Use of technology - as a means of active participation
- Role of the PLC Leader
- Role of the Administrative Leader
- Time of PLC activities
- Other factors unique to the location, context, etc.
  - Interpersonal dynamics, behavior
  - Setting/Environment

Big Ideas: PD-PLC Reflections

Provide more leadership guidance, monitoring, and mentoring of the PLC/PD process in order to:

- Reduce variability and increase the consistency of quality workshops taking place across school sites
- Facilitate ongoing professional growth and competence of PLC/PD leaders, teams, and PD Facilitators as first-line trainers of adults
- More accountability of the PLC/PD process
  - Clarify oversight and accountability pathways emanating from district to schools to PLC/PD facilitation teams to participating teachers
Implement mechanisms that ensure training efficacy:
- Measureable and/or documented changes (improvements) in professional practices take place.
- Institutionalize this monitoring as a core component of PLC/PD oversight.

Establish clear expectations for the conduct of PLC/PD trainings:
- Best practices for adult learners.
- Best practices for facilitating meetings, workshops, & trainings.

Ensure that all PD is relevant to the needs of participants:
- How do you recognize relevance to a diverse group of stakeholders?
- Requires a mechanism to constantly monitor the PD needs of the organization. Feedback must be timely, on-going, and reliable.
- What do you measure? How? When?

Questions / Comments
AGENDA ITEM: Recommendation for Revision of the Governing Board Policy Manual – First Reading

EXECUTIVE SUMMARY:
Based on policy advisory recommendations made by the Arizona School Boards Association (ASBA), the following policies are recommended for revision. These changes will reflect changes in state and federal law or reflects district practice.

- Section 2.27 – School Board Memberships
- Section 5.35 – Data / Records Retention
- Section 7.8 – Nonmedical Use or abuse of Drugs or Alcohol
- Section 7.29 – Professional/Support Staff Military/Legal Leave
- Section 7.41 – Professional Staff Assignments and Transfers
- Section 7.42 – Professional Staff Duties and Responsibilities
- Section 7.45 – Resignation of Professional Staff Members
- Section 9.9 – Teaching About Drugs, Alcohol, and Tobacco
- Section 9.10 – Family Life Education
- Section 9.11 – Special Instructional Programs
- Section 9.14 – Programs for Pregnant / Parenting Students
- Section 9.21 – Instructional Resources and Materials
- Section 9.26 – Use of Technology Resources in Instruction
- Section 9.36 – Promotion and Retention of Students
- Section 9.39 – Graduation Requirements
- Section 10.30 – Drug and Alcohol Use by Students
- Section 10.33 – Student Concerns, Complaints, and Grievances
- Section 10.37 – Student Fund-Raising Activities
- Section 10.40 – Interscholastic Sports
- Section 10.42 – Student Discipline
- Section 10.58 – Student Dismissal Precautions
- Section 10.63 – Student Records
- Section 11.1 – Parent Involvement in Education
- Section 11.15 – Public Conduct on School Property
- Section 11.16 – Smoking on School Premises at Public Functions

Additionally, all policy sections are being brought back for Board approval, even though no changes were made in the majority of policies, so that one date of adoption can be established for all policies revised to align with the Policy Governance Model. From this date forward, any additional revisions necessary will reflect that Board adoption date.

BOARD ACTION REQUESTED:
It is recommended the Governing Board review the revisions as presented.
Section 2 – Board Governance

Section 2.27 – School Board Memberships

The Board may choose to be a member of and participate in school boards associations at the state, county, regional, and national levels. The Superintendent will ensure that the subject of school boards association membership is addressed during budget preparation.

The District shall not spend monies for memberships in an association that attempts to influence the outcome of an election, as determined by state and federal law.
Section 5 – Support Services

Section 5.35 – Data / Records Retention

Records Management

All required records and any other records that are deemed necessary or helpful will be prepared in a manner consistent with law and the requirements of the Uniform System of Financial Records. An administrative records management program approved by the Governing Board shall be established and maintained, and copies of retention schedules shall be submitted to the Department of Arizona State Library Archives and Public Records (ASLAPR).

Records management standards adopted by the ASLAPR for the maintenance and storage of the District’s public records provides for the maintenance and storage of records either on paper or in an electronic format, or a combination of paper and electronic format.

The Governing Board is the custodian of the official copies of all records, required or optional, and the Superintendent shall be responsible for protecting such records on behalf of the Board. As a part of the records management program, the Superintendent may assign management responsibilities to other employees by naming the employee positions and a general description of the records assigned to their jurisdiction.
Section 7 – Personnel

Section 7.8 – Nonmedical Use or Abuse of Drugs or Alcohol

The District's posture in dealing with employees who engage in the nonmedical use of drugs and/or the abuse of alcohol is to be one of constructive confrontation in a supportive environment and supportive relationship. This approach is based on the following premises:

- Each employee is responsible for their own actions.
- Each employee is a role model for students.
- Each employee who seeks help is to be given the opportunity to do so in a supportive environment.
- The District shall not ignore employee problems.
- Constructive confrontation will be utilized to make employees aware of opportunities and choices for help.
- Efforts to maintain confidentiality will be made by the District.
- Outside referrals to non-school personnel will be provided, at employee expense, to employees who indicate an interest.
- Employees will be required to provide information on progress in dealing with problems.
- Supervisory staff members will receive orientation on methods of constructive confrontation.
- Opportunities for self-referral will be provided.
- As recommended by outside professional sources, the District will consider support to an employee during reentry into the workplace.
- The District's right to intervene is based on (1) a basic concern for the health and welfare of the persons whom it employs and (2) the right to expect quality job performance.
- School employees are human and should not be considered any less vulnerable or immune to human stress than any other person.
- In spite of the above, school employees whose nonmedical use of drugs or use of alcohol endangers the health and safety of students or other employees may of necessity be dealt with summarily.

Employee Drug Use or Abuse

The nonmedical possession or use or abuse of drugs and/or use of alcohol is forbidden on school property or at school-sponsored activities away from school property. Employees determined to be in possession of, using, or abusing drugs or using alcohol shall be reported immediately to the
principal or other person in charge. The Superintendent shall be notified immediately.

The Superintendent shall not fail to conduct an investigation in consultation with legal counsel as necessary. If the investigation shows sufficient evidence to suggest that the employee was involved with distribution or otherwise in violation of the law, law enforcement authorities shall be notified. If the results of the investigation show that the employee's actions endangered the health and/or safety of students or other employees, the Superintendent shall not fail to take disciplinary action or recommend disciplinary action to the Board in accordance with existing policies and statutes. If the results of the investigation suggest that the employee be provided options under the provisions of this policy, the Superintendent shall not fail to direct the immediate supervisor of the employee.

Medical Marijuana Standards and Conditions for Employees

For the purpose of this policy, pursuant to Arizona Revised Statutes (A.R.S.) §36-2801, a qualified medical marijuana cardholder means:

- A qualifying patient,
- A designated caregiver, or
- A nonprofit medical marijuana dispensary agent

Who has an identification card issued by the Arizona Department of Health Services related to the medical use of marijuana to treat or alleviate an individual’s debilitating medical condition or symptoms associated with the debilitating medical condition.

Unless the District would lose a monetary or licensing related benefit under federal law or regulations, the District may not discriminate against a person in hiring, termination or imposing any term or condition of employment or otherwise penalize a person solely:

- on the basis of the person’s status as a medical marijuana cardholder, or
- for a positive test for marijuana components or metabolites,
  - unless the person used, possessed or was impaired by marijuana on the premises of the place of employment or during the hours of employment.

The District shall not be penalized or denied any benefit under state law for employing a registered qualifying patient or a registered designated caregiver. [A.R.S. §36-2811].

Subject to A.R.S. §36-2802, no person is authorized to engage in:

- undertaking any task under the influence of marijuana that would constitute negligence or professional malpractice,
- possessing or engaging in the medical use of marijuana
  - on a school bus,
• on the grounds of any preschool, elementary school or secondary school,
• smoking marijuana,
  • on any form of public transportation, or
  • in any public place
• using marijuana in any manner not authorized by Chapter 28.1 of Arizona Revised Statutes Title 36.
• operating, navigating or being in actual physical control of any motor vehicle, aircraft or motorboat while under the influence of marijuana,
  • except that a registered qualifying patient shall not be considered to be under the influence of marijuana solely because of the presence of metabolites or components of marijuana that appear in insufficient concentration to cause impairment.

While performing any duty in the capacity of District employee, an employee may be disciplined, up to and including suspension or termination for ingesting marijuana in the workplace or working under the influence of marijuana.

Wherever inconsistencies of interpretation arise, the law and regulations prevail.

When District officials have a reasonable belief an employee may be under the influence, in possession of or distributing marijuana in a manner not authorized by the medical marijuana statues law enforcement authorities will be informed.
Section 7 – Personnel

Section 7.29 – Professional/Support Staff Military/Legal Leave

The Board recognizes the fact that its employees have citizenship responsibilities, and, in order to make it possible for said employees to carry out their responsibilities to the city, county, state, or nation, the Board will grant leaves, in addition to jury duty, when an employee is called to attend field training services for the Military Reserve or National Guard and when an employee is a victim of a juvenile or adult crime exercising a right to be present at a proceeding as defined in statute.

Such leave will not count as experience to advance on the salary schedule.

When an employee receives notice that requires leave as delineated above, it is the responsibility of the employee to notify the Superintendent or principal.

Jury Duty and Legal Leave

It is recognized by the Board that no employee is exempt from jury duty and that leaves of absence for such duty must be granted.

- Only the regular salary may be received by an employee on jury duty.
- It is the responsibility of the employee to reimburse the District for jury duty pay (not mileage or meals) when such payment is made directly to the employee. Failure to reimburse the District at the completion of the jury duty service will result in a full deduction equal to the number of contract days missed.
- An employee excused from jury duty after being summoned shall report for regular duty as soon as possible. Failure to report for duty will result in a deduction equal to that portion of a contract day missed [A.R.S. 21-236].

Employees who are required to appear in court in response to an official subpoena will receive full salary during the period of such service. Such service shall not be deducted from earned leave days unless such service results in a conviction that the employee violated an Arizona Statute.

An employee who must appear in any legal proceeding connected with his/her employment with the school district may be absent without loss of pay, if the employee is required by law or the District to attend.

Victim Leave

Statute provides that an employer who has fifty (50) or more employees shall permit an employee leave if the employee is the victim of juvenile or adult crime and is exercising a right...
to be present at a proceeding as defined in A.R.S. 8-420 or 13-4439. Compensation may be provided if the employee has available vacation or to the extent other leave may be available by policy.

- An employee's accrued vacation, personal, sick or other applicable leave shall be used to the extent available by policy.
- If paid leave is unavailable, the employee must request an unpaid leave of absence in accord with policy.
- Before an employee may leave work for this purpose, the employee shall provide the employer with a copy of the form provided by law enforcement and if applicable a copy of the information the law enforcement agency provides the employee pursuant to either A.R.S. 8-386 or 13-4405.
- Leave for this purpose may be limited if the leave creates an undue hardship to the employer's business.

Military Leave

- An employee who is a member of the Military Reserve or National Guard shall be entitled to leave of absence without loss of pay, time, or efficiency rating when engaged in field training [A.R.S. 26-168 and 38-610].
- An employee who is a member of the uniformed service may use any vacation leave or other accumulated paid time off during their service, or may take unpaid leave of absence.
- The District must reemploy uniformed service members, as defined in 38 U.S.C. 4303, returning from a period of service, if the service member:
  ▪ Was employed by the District.
  ▪ Gave the District notice that he or she was leaving the job for service in the uniformed services, unless giving notice was precluded by military necessity or otherwise impossible or unreasonable.
  ▪ Has a cumulative period of service in the uniformed services not exceeding five (5) years.
  ▪ Was not released from service under dishonorable or other punitive conditions.
  ▪ Has reported back to the District in a timely manner or has submitted a timely application for reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act.
Section 7 – Personnel

Section 7.41 – Professional Staff Assignments and Transfers

Assignments

The Superintendent shall not fail to determine all professional staff assignments. Such assignments shall be based on the needs of the District. In addition, no right to school, grade, or subject assignment shall be inferred from the standard teacher’s contract.

Transfers

The Superintendent shall not fail to assume responsibility for rotating assignments according to these guidelines:

- Transfers will be based primarily on the needs of the District and the best interests of students, and secondarily on the desires and interests of the personnel.
- While assignments will not shift automatically for personnel at regular intervals, staff members generally should not expect to serve for an unlimited period in any given school.

A teacher who has been employed by the school district for the major portion of three or more consecutive school years and who is designated in the lowest performance classification for two consecutive school years shall not be transferred as a teacher to another school in that school district unless the district has issued a notice of inadequacy of classroom performance and approved a performance improvement plan for the teacher pursuant to A.R.S. 15-539 and the governing board has approved the new placement as in the best interests of the pupils in the school. A teacher shall not be transferred more than once pursuant to A.R.S. 15-537.

The procedure for assignment and transfer of professional staff members will be based on the needs of the instructional program. Assignments may be changed to serve the best interests of the District and students.

Professional staff members may apply for transfer or reassignment, whether or not a vacancy exists. Generally, transfers will not be approved during the school year unless the needs of the District dictate such approval.

It shall be the policy of the Board that professional personnel be assigned on the basis of their qualifications, the needs of the District, and their expressed desires. When it is not possible to meet all three (3) conditions, personnel shall be assigned first in accordance with the needs of the District, second where the Superintendent determines the employee is most qualified to serve, and third as to an expressed preference of the employees.

In the case of vacancies in new or existing positions, first consideration will be given to qualified
applicants among current employees.

The Superintendent shall not fail to assume responsibility for the assignment of all personnel throughout the District.

The resolution of any conflicts over the need for a transfer shall be based on what is best for the instructional program, the needs of the students, and the overall needs of the District as defined by the Superintendent.
Section 7 – Personnel

Section 7.42 – Professional Staff Duties and Responsibilities

Duties of Teachers; Failure to Comply is Unprofessional Conduct; Penalty

Every teacher shall:

- Make student learning the primary focus of the teacher's professional time.
- Hold students to strict account for disorderly conduct.
- Exercise supervision over students on the playgrounds and during recess if assigned to such duty.
- Take and maintain daily classroom attendance.
- Make the decision to promote or retain a student in grade in a common school or to pass or fail a student in a course in high school. Such decisions may be overturned only as provided in A.R.S. 15-342.
- Comply with all rules, mandates, and policies of the Governing Board that relate to the duties as prescribed.

A teacher shall not use sectarian or denominational books or teach any sectarian doctrines or conduct religious exercises.

A teacher who instructs a course offered about religion, in its appropriate historical context and in good faith shall be immune from civil liability and disciplinary action pursuant to A.R.S. 15-535.

A teacher who fails to comply with the above is guilty of unprofessional conduct and may be subject to disciplinary action by the Governing Board and by the State Board of Education.

A teacher who is arrested for or charged with any nonappealable offense listed in section 41-1758.03, subsection B and who does not immediately report the arrest or charge to the teacher's supervisor is guilty of unprofessional conduct and shall be immediately dismissed from employment with the School District.
Section 7 – Personnel

Section 7.45 – Resignation of Professional Staff Members

The Superintendent shall not fail to establish a process for all resignations or requests to be released from an uncompleted contract shall be presented in writing to the Board for approval. A release from an uncompleted contract may be granted contingent upon the availability of a well-qualified, certificated teacher as a replacement.

A teacher who resigns contrary to this policy shall be deemed to have committed an unprofessional act and shall be subject to the penalty as provided under Arizona statutes and State Board of Education regulations.
Section 9 – Instruction

Section 9.9 – Teaching About Drugs, Alcohol, and Tobacco

The instructional program may include content on drugs, alcohol, and tobacco for the purpose of developing students' ability to make intelligent choices based on facts, and to develop courage to stand by their own convictions. Further, instruction on the nature and harmful effects of alcohol, tobacco, narcotic drugs, marijuana, date rape drugs, and other dangerous drugs on the human system and instruction on the nonuse and prevention of use and abuse of alcohol, tobacco, narcotic drugs, marijuana, and other dangerous drugs may be included in the courses of study, with emphasis on grades four (4) through nine (9). Instruction on the nature and harmful effects of alcohol, tobacco, narcotic drugs, marijuana, date rape drugs, and other dangerous drugs on a human fetus may be included in the courses of study in grades six (6) through twelve (12). The instruction may be integrated into existing health, science, citizenship, and similar studies and shall meet the criteria for chemical abuse prevention education programs. The program should also emphasize the therapeutic benefit derived from the use of drugs prescribed by a health professional. The program will conform to all applicable Arizona Revised Statutes and Arizona Administrative Codes.

Objectives of the substance abuse program:

To create an awareness of the total drug problem: prevention, education, treatment, rehabilitation, and law enforcement on the local, state, national, and international levels.

- To inform the students of the effect on the body of narcotics, sedatives, hallucinogens, and stimulants through the appropriate classes.
- To relate the use of drugs and alcohol to physical, mental, social, and emotional consequences.
- To encourage the individual to adopt an appropriate attitude toward pain, stress, and discomfort.
- To understand the need for seeking professional advice in dealing with problems related to physical and mental health.
- To understand the personal, social, and economic problems caused by the misuse of drugs and alcohol.
Section 9 – Instruction

Section 9.10 – Family Life Education

Instruction in Sex Education

Grades K - 8:

- Instruction in sex education may be offered in the District in conformity with the requirements of Arizona law.
- Prior to offering sex education, the Board shall establish an ad hoc advisory committee with membership representative of the District's size and the racial and ethnic composition of the community to assist in the development of lessons and advise the Board on an ongoing basis.
- The Board shall review the total instructional materials for lessons presented for approval.
- The Board shall publicize and hold at least two (2) public hearings for the purpose of receiving public input at least one (1) week prior to the Board meeting at which sex education lessons will be considered for approval.
- The Board shall maintain for viewing by the public the total instructional materials to be used in approved sex education lessons within the District. The Superintendent shall, before recommending the offering of instruction in sex education, develop and implement procedures that meet the requirements of Arizona regulatory and statutory law.
- If sex education is offered in grades seven (7) and eight (8), the curricula shall include instruction on the laws relating to sexual conduct with a minor.

Grades 9-12:

- Instruction in sex education may be offered in the District in conformity with the requirements of Arizona law.
- The Governing Board shall review the total instructional materials and approve all lessons in the course of study to be offered in sex education.
- The Board shall maintain for viewing by the public the total instructional materials to be used in all high school sex education courses to be offered.
- If sex education is offered, the curricula shall include instruction on the laws relating to sexual conduct with a minor.
Promotion of Childbirth

The District shall not endorse or provide financial or instructional program support to any program that does not present childbirth and adoption as preferred options to elective abortion.

The District shall not allow any presentation during instructional time or furnish any materials to pupils as part of any instruction that does not give preference, encouragement and support to childbirth and adoption as preferred options to elective abortion.

Certification of Compliance

The District shall certify, under the notarized signatures of both the Governing Board President and the Superintendent, compliance with A.A.C. R7-2-303. Acknowledgment of receipt of the compliance certification from the State Board of Education is required as a prerequisite to the initiation of instruction. Certification of compliance shall be in a format and with such particulars as shall be specified by the Department of Education.

Instruction on Acquired Immune Deficiency Syndrome and Human Immunodeficiency Virus

The District may provide instruction in kindergarten (K) through grade twelve (12) on acquired immune deficiency syndrome and the human immunodeficiency virus as authorized by Arizona law.

If instruction is to be offered at one (1) or more grade levels, the Superintendent shall not fail to develop and implement procedures on such instruction that conform to Arizona law.
Section 9 – Instruction

Section 9.11 – Special Instructional Programs

A long-range plan will be the basis for providing special education services for students with exceptional needs and education requirements. These services may include specialized programs, personnel, facilities, materials, and equipment needed to promote the individual physical, social, intellectual, and emotional growth of exceptional students.

The Superintendent shall not fail to develop procedures that provide educational opportunities for individuals with disabilities and that accomplish District compliance with federal laws including the Individuals with Disabilities Education Act (IDEA), the Arizona revised statutes, and the lawful regulations of the State Board of Education. Such procedures shall include, but not be limited to, the following provisions:

- All children with disabilities aged birth (0) through twenty-one (21) years within the District’s jurisdiction are to be identified, located, and evaluated including children attending religious or private schools that are in need of special education and related services.

- A free appropriate public education (FAPE) shall be available to all children with disabilities aged three (3) through twenty-one (21) years within the District’s jurisdiction, including children advancing from grade to grade, those who have been suspended or expelled from school in accordance with the applicable IDEA rules and regulations, and any child with a disability the District has placed in or referred to a private school or facility. The District may refer to and contract with approved public or private agencies as necessary to ensure the provision of FAPE for children with disabilities. FAPE for an eligible student with a disability shall extend through conclusion of the instructional year during which the student attains the age of twenty-two (22).

- A full individual evaluation encompassing existing and additional data shall be conducted for each child to determine if the child is a child with a disability and the educational needs of the child before the initial provision of special education and related services. A reevaluation of each child shall be conducted at least every third year.

- An individualized education program (IEP) shall be developed and implemented for each eligible child served by the District and for each eligible child the District places in or refers to a private school or facility. An IEP or an individualized family service plan (IFSP) will be in place for each child with a disability prior to the provision of FAPE.

- To the maximum extent appropriate, opportunities for the least restrictive setting, inclusion in educational exercises with regular program students, and for interaction with the total school environment will be provided to exceptional students, the exception to be only when the student’s condition, with supplementary aids and services, make such regular class education unsatisfactory.

- All required procedural safeguards must be guaranteed to the exceptional students and
their parents. The parents will be provided with notices of procedural safeguards in each specified instance and all due process conditions will be satisfied with respect to the provision of a free appropriate public education.

- The District shall follow the established state and federal standards to protect the confidentiality of personally identifiable information at the collection, storage, disclosure, and destruction stages.

- To the extent essential to provide FAPE to children with disabilities aged three (3) through twenty-one (21), extended school year (ESY) services shall be made available and implemented as necessary.

- Criteria for the graduation of exceptional students, including accomplishment in reading, writing, and mathematics, shall be as specified in the District policy on graduation requirements. Such standards shall be equivalent to or greater than those established by the State Board of Education.

- Not later than March 1 of each year conduct a review of the reasonable and acceptable ratio of students per teacher for each disability category. The applicable ratios shall be established by the Superintendent.

- The discipline of exceptional students, and unevaluated students suspected of having a qualifying disability, is to be conducted in such a manner as to comply with FAPE and requirements of the IDEA.

For the purpose of this policy as it relates to a child with a disability, home school district means the school district in which the person resides who has legal custody of the child as provided in A.R.S. 15-824. If the child is a ward of the state and a specific person does not have legal custody of the child or is a ward of this state and the child is enrolled in an accommodation school pursuant to A.R.S. 15-913, the home school district is the district the child last attended or, if the child has not previously attended a public school in this state, the school district within which the child currently resides.

The Superintendent shall not fail to establish procedures for the development and administration of the necessary programs, and to document District compliance with the law and this policy. Such procedures will be made available to staff members and to parents as necessary to enhance compliance.
Section 9 – Instruction

Section 9.14 – Programs for Pregnant / Parenting Students

Pregnant students should have the same educational opportunities as their peers. Such students may also need additional counseling and health services that are available through the public schools.

Pregnant students may elect to remain in the regular school program and shall not be involuntarily excluded from any part of the school program, provided, however, reasonable safeguards are maintained both for the schools and the student's best interests.

Pregnant students shall notify school authorities of their status as soon as it is ascertained. The Superintendent shall not fail to establish procedures as necessary to implement this policy.
Section 9 – Instruction

Section 9.21 – Instructional Resources and Materials

Supplies

All students in the elementary (K-8) schools will have required textbooks and supplies furnished by the District.

The Governing Board shall furnish free required textbooks and related printed subject matter materials for high school students in grades nine (9) through twelve (12).

A student or parent may purchase, at the price paid for the books, such books as are necessary for high school students. Students and their parents shall be held responsible for proper care of books and school property. Books must be kept clean and unmarked. Parents may be required to pay for any damage to school property.

If necessary, the Superintendent shall not fail to establish a replacement-fee schedule and make it available to students, staff members, and parents. Students and parents will be advised of this replacement-cost policy upon enrollment or at the beginning of each school year.

Movies/Videos

It is the policy of the District that there is educational value in utilizing movies and videos in classrooms only when such movies and videos extend and/or reinforce the concepts being taught and have been planned for in advance.

The Superintendent shall not fail to develop procedures governing the use of movies/videos in the classroom.

Access to Instructional Material by Parents and Guardians

The Superintendent shall not fail to establish procedures that permit parents or guardians of students enrolled in the District to have advance access to the instructional materials, learning materials and activities currently used by, or being considered for use by, the District in accordance with the terms of this policy. A parent who objects to any learning material or activity on the basis that the material or activity is harmful, because of sexual content, violent content, or profane or vulgar language, may request to withdraw that student from the activity or from the class or program in which the material is used and request an alternative assignment. The request by the parent or guardian must be in writing and must specify the materials the parent or guardian wishes to review.

Such procedures shall make available at least one (1) copy of the instructional materials for review by the parents or guardians. Printed textbooks, printed supplementary books, and printed subject-matter materials may be checked out from the District premises by parents or guardians for periods not to exceed forty-eight (48) hours. All other materials, including films,
reviewed only on the District premises.

Parents or guardians will be notified when and where the instructional materials may be picked up or reviewed. Materials will be made available on a first-come, first-served basis.
Section 9 – Instruction

Section 9.26 – Use of Technology Resources in Instruction

Appropriate use of Electronic Information Services

The District may provide electronic information services (EIS) to qualified students, teachers, and other personnel who attend or who are employed by the District. Electronic information services include networks (e.g., LAN, WAN, Internet), databases, and any computer-accessible source of information, whether from hard drives, tapes, compact disks (CDs), floppy disks, or other electronic sources. Use of EIS is a privilege, not a right. The use of the services shall be in support of education, research, and the educational goals of the District. To assure the EIS is used in an appropriate manner and for the educational purposes intended, the District will require anyone who uses the EIS to follow its guidelines and procedures for appropriate use. Anyone who misuses, abuses, or chooses not to follow the EIS guidelines and procedures will be denied access to the District’s EIS and may be subject to disciplinary and/or legal action.

The Superintendent shall not fail to determine steps, including the use of an internet filtering mechanism that must be taken to promote the safety and security of the use of the district’s online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Technology protection measures shall protect against Internet access by both adults and minors to visual depictions that are obscene, child pornography or, with respect to use of computers by minors, harmful to minors. Safety and security mechanisms shall include online monitoring activities.

As required by the Children’s Internet Protection Act, the prevention of inappropriate network usage includes unauthorized access, including “hacking,” and other unlawful activities; unauthorized disclosure, use and dissemination of personal identification information regarding minors.

It is the policy of the Board to:

• prevent user access over the District’s computer network, or transmissions of inappropriate material via Internet, electronic mail, or other forms of direct electronic communications;

• prevent unauthorized access and other unlawful online activity;

• prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and

• comply with the Children’s Internet Protection Act [P.L. No. 106-554 and 47USC 254(h)].

Each user will be required to sign an EIS user’s agreement. EIS provided by the District is the property of the District. Users should not expect that EIS utilizations, communications, or information sent, retrieved, or stored via EIS, including electronic mail and files stored on
District servers, will be private. The District may log the use of all systems and monitor all system utilization. Accounts may be closed and files may be deleted at any time. The District is not responsible for any service interruptions, changes, or consequences. The District reserves the right to establish rules and regulations as necessary for the efficient operation of the electronic information services.

The District does not assume liability for information retrieved via EIS, nor does it assume any liability for any information lost, damaged, or unavailable due to technical or other difficulties.

Filtering and Internet Safety

As required by the Children's Internet Protection Act, the District shall provide for technology protection measures that protect against Internet access by both adults and minors to visual depictions that are obscene, child pornography, or, with respect to use of the computers by students, harmful to students. The protective measures shall also include monitoring the online activities of students.

Limits, controls, and prohibitions shall be placed on student:

- access to inappropriate matter.
- safety and security in direct electronic communications.
- unauthorized online access or activities.
- unauthorized disclosure, use and dissemination of personal information.

District staff responsible for supervising student EIS use will provide reasonable guidance and instruction for such use. The District will make reasonable effort to create content filters to prevent student access to inappropriate information, but such measures are not foolproof.

Education, Supervision and Monitoring

It shall be the responsibility of all District employees to be knowledgeable of the Board’s policies and administrative guidelines and procedures. Further, it shall be the responsibility of all employees, to the extent prudent to an individual’s assignment to educate, supervise, and monitor appropriate usage of the online assignment to educate, supervise, and monitor appropriate usage of the online computer network and access to the Internet in accordance with this policy, the Children’s Internet Protection Act, and the Protecting Children in the 21st Century Act.

The Superintendent shall not fail to provide for appropriate training for District employees and for students who use the District’s computer network and have access to the Internet. Training provided shall be designed to promote the District’s commitment to:

- the standards and acceptable use of the District’s network and Internet services as set forth in District policy.
• student safety in regards to use of the Internet, appropriate behavior while using, but not limited to, such things as social network Web sites, online opportunities and chat rooms; and cyber bullying awareness and response; and compliance with E-rate requirements of the Children's Internet Protection Act.

While training will be subsequently provided to employees under this policy, the requirements of the policy are effective immediately. Employees will be held to strict compliance with the requirements of the policy and the operating procedures, regardless of whether training has been given.

The Superintendent shall not fail to establish the District's electronic information services guidelines and procedures for appropriate technology protection measures (filters), monitoring, and use.
Section 9 – Instruction

Section 9.36 – Promotion and Retention of Students

Promotion or Retention of Elementary Students; High School Course Pass or Fail

Regular Education

The District is dedicated to the continuous development of each student.

Year to year promotion of a student in grades one (1) through eight (8) will be based upon standards for each basic subject area as identified in the course of study.

The District standards students must achieve shall include accomplishment of the standards in reading, written communication, mathematics, science, and social studies adopted by the State Board of Education.

The promotion of a student from grade three (3) shall be conditioned on the satisfaction of the applicable competency requirements prescribed by A.R.S. §15-701.

In addition to these standards, test scores, grades, teacher-principal recommendations, and other pertinent data will be used to determine promotion.

Retention of students is a process that is followed when the professional staff, in consultation with the parent, determines it to be in the best interests of the student. Though primary grades are suggested as the most appropriate time, retention may be considered at any grade level.

When circumstances indicate that retention is in the best interest of the student, the student will have individual consideration, and decisions will be made only after a careful study of facts relating to all phases of the student's growth and development. The student's academic achievement level and mental ability are important, but physical and social characteristics are also important factors. A decision should be based on sufficient data, collected over a period of time and motivated by a desire to place students in school programs where they will be the most successful.

Pass or fail grades for students enrolled in secondary school courses will be based upon standards for each subject area as identified in the course of study. The Superintendent shall not fail to establish grading guidelines for secondary school courses.

In addition to the above, such decisions, when applied to students enrolled in special education, shall be on a case-by-case basis, consistent with the individualized education program and in accordance with A.A.C. R7-2-301 and R7-2-401.

Special Education

Students who do not meet regular promotion requirements must meet the course of study and
promotion requirements for special education under the guidance of A.A.C. R7-2-401. The programs for such students may include adaptations.

Any student unable to meet regular academic requirements for promotion must meet the requirements of an alternative curriculum derived from the regular curriculum, which will be developed by an individualized educational program (IEP) team on an individual basis. Students placed in special education will complete the course of study as prescribed in their individual promotion plans and implemented through their individual education programs. Course work will be presented at a level commensurate with the student's ability. The student's permanent file shall identify the courses completed through special education; however, the student will receive the standard certificate of promotion.

Appeal of Teacher Decision to Promote, Retain, Pass or Fail a Pupil

Pursuant to Arizona Revised Statutes, a parent or student of majority may appeal to the Board for reconsideration on any placement decisions. The student has the burden of proof to overturn the decision of a teacher to promote, retain, pass or fail the pupil. It must be demonstrated to the Board that the student has or has not mastered the State Board adopted standards required for the placement recommended by the teacher. If the Governing Board overturns the decision of the teacher, a written finding of mastery or non-mastery of the State Board adopted standards must be adopted by the Governing Board.
Section 9 – Instruction

Section 9.39 – Graduation Requirements

Regular Education

A minimum number of twenty-two (22) units of credit as required by state statute are required for graduation. Listed below are the units that must be completed before a student may receive a high school diploma. Each student shall demonstrate accomplishment of the standards in reading, writing, mathematics, science, and social studies adopted by the State Board of Education and pass each of the sections of the required competency test. A student not successfully passing the competency test shall graduate with a recognized diploma if the student meets the alternative graduation requirements established by A.R.S. §15-701.02. The Superintendent shall not fail to prepare procedures to implement the alternative graduation requirements and appoint a hearing officer for appeals.

Graduation requirements may be met as follows:

- By successful completion of subject area course requirements.
- By mastery of the standards adopted by the State Board of Education and other competency requirements for the subject as determined by the Governing Board in accord with A.A.C. R7-2-302.04 and rules established by the Superintendent.
- By earning credits through correspondence courses from an accredited institution as defined in A.A.C. R7-2-601 (limited to one [1] in each of the four [4] major subject areas) and/or by passing appropriate courses at the college or university level if the courses are determined to meet standards and criteria established by the Board and in accord with A.R.S. §15-701.01.
- By demonstrating competencies in a particular academic course by subject and obtained academic credit for the course or subject without enrolling in the course or subject in accord with A.R.S. §15-701.01(H).
- An out-of-state transfer student is not required to pass the competency test to graduate if the student has successfully passed a statewide assessment test on state adopted standards that are substantially equivalent to the State Board Adopted Academic Standards.

Graduation requirements are:

<table>
<thead>
<tr>
<th>Subject</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>English</td>
<td>4.0</td>
</tr>
<tr>
<td>Math</td>
<td>4.0</td>
</tr>
<tr>
<td>Science</td>
<td>3.0</td>
</tr>
<tr>
<td>Social Studies</td>
<td>3.0</td>
</tr>
<tr>
<td>Fine Arts or Career, Technical and Vocational Education</td>
<td>1.0</td>
</tr>
<tr>
<td>Physical Education</td>
<td>1.0</td>
</tr>
<tr>
<td>Electives</td>
<td>6.0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>22.0</strong></td>
</tr>
</tbody>
</table>
In lieu of one (1) credit of Algebra II or its equivalent course content, a student may request a personal curriculum in mathematics following R7-2-302.03.

General Physical Education Requirements

One (1) unit of general physical education may be waived if sufficient documentation is provided by a physician that physical education should be waived for medical or psychological reasons.

Special Education

Listed above, under "Regular Education," are the requirements that must be completed before a student may receive a high school diploma. Completion of graduation requirements for special education students who do not meet the required units of credit shall be determined on a case-by-case basis in accordance with the special education course of study and the individualized education program of the student. Graduation requirements established by the Governing Board may be met by a student as defined in A.R.S. §15-701.01(A) (3) and A.A.C. R7-2-301.

Competency requirements: Any student with an individualized education plan or 504 plan grades nine (9) through twelve (12) is eligible to receive a high school diploma without meeting state competency requirements A.R.S. (§15-701.01 (B)).
Section 10 – Students

Section 10.30 – Drug and Alcohol Use by Students

Students on school property or at school events shall not knowingly breath, inhale or drink a vapor-releasing substance containing a toxic substance, nor shall a student sell, transfer or offer to sell or transfer a vapor-releasing substance containing a toxic substance to a person under eighteen (18) years of age.

The nonmedical use, possession, or sale of

- alcohol,
- drugs,
- synthetic drugs,
- counterfeit drugs, or
- imitation drugs
drugs on school property or at school events is prohibited. Nonmedical is defined as "a purpose other than the prevention, treatment, or cure of an illness or disabling condition" consistent with accepted practices of the medical profession.

Students in violation of the provisions of the above paragraph shall be subject to removal from school property and shall be subject to prosecution in accordance with the provisions of the law.

Students attending school in the District who are in violation of the provisions of this policy shall be subject to disciplinary actions in accordance with the provisions of school rules and/or procedures.

For purposes of this policy, "drugs" shall include, but not be limited to:

- All dangerous controlled substances prohibited by law.
- All alcoholic beverages.
- Any prescription or over-the-counter drug, except those for which permission to use in school has been granted pursuant to Board policy.
- Hallucinogenic substances.
- Inhalants
- Synthetic, counterfeit or imitation drugs

- A compound or substance, regardless of its contents, compound or substance, that
produces in the user an experience, effect and/or display of effects that mimic the experience, effect and/or display of effects produced by substances controlled or prohibited by law, or that is represented as producing in the user such experiences or effects.

Medical Marijuana

The conditions which follow are applicable to a District student who holds an identification as a medical marijuana cardholder issued by the Arizona Department of Health Services for the medical use of marijuana as set out in the Arizona Revised Statutes (A.R.S.)

The District will not refuse to enroll a student or otherwise penalize a student for being a medical marijuana cardholder unless failure to do so would cause the school to lose a monetary or licensing benefit under federal law or regulations.

A student medical marijuana cardholder shall not possess or engage in the use of marijuana on District property, in a District vehicle, or at a District sponsored event.

A student medical marijuana cardholder is subject to, without bias, the same code of conduct and disciplinary standards applicable to all District students.

If District officials have a reasonable belief a student may be under the influence, in possession of or distributing medical marijuana in a manner not authorized by the medical marijuana statutes, law enforcement authorities will be informed.

Any student who violates the above may be subject to warning, reprimand, probation, suspension, or expulsion, in addition to other civil and criminal prosecution.
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/grievance. The complaint/grievance shall be made only to an administrator or other professional staff member. That person shall elicit from the student the particulars determined by the Superintendent to be necessary for the complaint/grievance to be investigated. When the initial allegation is submitted in a manner other than on the prescribed form, the particulars of the complaint/grievance must be written on the form as immediately as possible after receipt of the complaint/grievance. The professional staff member may assist the student in completing the complaint/grievance form. The student should sign and date the form; however, unsigned forms are to be processed in the same manner as a signed form.

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; 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 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.

When the professional staff member is other than the school administrator, it shall be the responsibility of the staff member to inform a school administrator as soon as feasible, but not later than the next school day following the day that the staff member receives the complaint/grievance. If the receiving school administrator is included in the allegation, the complaint/ or grievance shall be transmitted to the next higher administrative supervisor. A failure by the professional staff member to timely inform the school administrator or next higher administrative supervisor of the student’s allegation may subject the staff member to disciplinary action. The professional 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.

Any question concerning whether the complaint/grievance falls within this policy shall be determined by the Superintendent.

Middle school and high school students shall file complaints on their own behalf. A student or the student’s parent or guardian may initiate the complaint process on behalf of an elementary school student by completing Section 10.33 Complaint Form. Except for elementary students, only the student may initiate a complaint/grievance under this policy. A parent or guardian who wishes to complain should do so by completing the forms following Policy Section 11.10 Public Concerns and Complaints.

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. False or unproven complaint documentation about harassment, intimidation, or bullying shall not be maintained.

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, and 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 10.37 – Student Fund-Raising Activities

Fund-raising activities by students on school premises or elsewhere as representatives of the school will be permitted only for pre-approved fundraising activities and when connected with specific school activities. The Superintendent shall not fail to develop procedures for the approval of fundraising activities.

The proceeds of all fund-raising activities shall be deposited in the Student Activity Fund, and funds from such activities shall be used only as specified in the Uniform System of Financial Records.
Section 10 – Students

Section 10.40 – Interscholastic Sports

General

The purpose of interscholastic athletics is both educational and recreational. The school sports program should encourage participation by as many students as possible and should always be conducted with the best interests of the participants as the first consideration.

District participation in interscholastic athletics shall be subject to approval by the Board. This shall include approval of membership in any leagues, associations, or conferences, and of any new agreements with other schools for a series of games or events.

The following rules shall be observed for participation by individual students:

- For each type of sport in which the student engages, the parents or guardian must give written consent.

- The student must be determined by a physician to be physically fit for the sport.

The Superintendent shall not fail to set up other rules for participation, such as those governing academic standing, in accordance with policies of the District and pertinent regulations and recommendations of the state interscholastic athletic association.

Health and Safety of Participants

The health and safety of participants in interscholastic athletic activities must receive careful consideration. Participants must be provided access to water at all times during practice sessions, games, or other interscholastic athletic activities.

The Superintendent shall not fail to require that procedures for health and safety of participants in interscholastic athletics be developed, implemented, and enforced. Such procedures may, at the discretion of the Superintendent, be developed.

A group or organization that uses property or facilities owned or operated by the District for athletic activities shall comply with the policies of the Board related to concussions and head injury. This requirement does not apply to teams based in another state participating in athletic events in Arizona.
Section 10 – Students

Section 10.42 – Student Discipline

The Superintendent shall not fail to recommend policies and develop procedures for the discipline of students that comply with A.R.S. §15-843. These policies and procedures will apply to all students traveling to, attending, and returning from school, and while visiting another school or at a school-sanctioned activity and may be imposed if the student’s behavior affects the school order. When suspension or expulsion is involved, notice, hearing, and appeal procedures shall conform to applicable legal requirements.

The principal of each District school shall not fail to ensure that a copy of all rules pertaining to discipline, suspension, and expulsion are distributed to each student’s parents at the time the student enrolls in school each year.

The principal of each District school shall ensure that a copy of all rules pertaining to discipline, suspension, and expulsion and the below provisions pertaining to confinement of pupils are distributed to each student’s parents at the time the student enrolls in school each year.

Behavior Management and Discipline of Students with Special Needs

The Superintendent shall not fail to oversee a collaborative process for the identification, description, and monitoring of best practices for behavioral management and discipline of special needs students. The practices shall include, but not be limited to:

- authorized and prohibited disciplinary methods,
- recommended and required training for special education program teachers and aides, and
- requirements for conveying notice of disciplinary measures taken.

The Superintendent shall not fail to establish procedures for implementation of the best practices for behavioral management and discipline of special needs students.

Temporary Removal

Teachers are authorized to temporarily remove a student from a class. A teacher may temporarily remove a student to the principal, or to a person designated by the school administrator, in accord with:

- rules established for the referral of students.
- the conditions of A.R.S. §15-841, when applicable.

The Superintendent shall not fail to establish such procedures as are necessary to implement the
Confinement

Under A.R.S. 15-843, the Superintendent shall not fail to ensure that disciplinary policies involving the confinement of pupils left alone in an enclosed space shall include the following:

- A process for prior written parental notification that confinement may be used for disciplinary purposes that is included in the pupil’s enrollment packet or admission form.

- A process for written parental consent before confinement is allowed for any pupil in the School District. The policies shall provide for an exemption to prior written parental consent if a school principal or teacher determines that the pupil poses imminent physical harm to self or others. The school principal or teacher shall make reasonable attempts to notify the pupil’s parent or guardian in writing by the end of the same day that confinement was used.

Threatened an Educational Institution

Threatened an educational institution means to interfere with or disrupt an educational institution as found in A.R.S. §15-841 and §13-2911. A student who is determined to have threatened an educational institution shall be expelled from school for at least one (1) year except that the District may modify this expulsion requirement for a pupil on a case-by-case basis and may reassign a pupil subject to expulsion to an alternative education program if the pupil participates in mediation, community service, restitution or other programs in which the pupil takes responsibility for the results of the threat. The District may require the student’s parent(s) to participate in mediation, community service, restitution or other programs with the student as a condition to the reassignment of the pupil to an alternative education program.

Information concerning a student's disciplinary record will be held in the strictest confidence.

Disciplinary actions taken will be recorded in an administrative log, and all types of suspensions or expulsions will be recorded in a separate file for each student.
Section 10 – Students

Section 10.58 – Student Dismissal Precautions

No student will be removed from the school grounds, from any school building, or from any school function during school hours except by a person authorized to do so by the student’s parent or by a person who has legal custody of the student, except as A.R.S. §8-303, §8-304, and §8-802 shall apply. Before a student is removed, the person seeking to remove the student must present, to the satisfaction of the Superintendent or her/his designee, evidence of proper authority to remove the student. If any police or court official requests the dismissal of a student during school hours, parents should be notified as soon as possible.

For purposes of the Arizona Medical Marijuana Act, no person may be denied custody of or visitation or parenting time with a minor, and there is no presumption of neglect or child endangerment for conduct allowed under the Act, unless the person’s behavior creates and unreasonable danger to the safety of the minor as established by clear and convincing evidence.
Section 10 – Students

Section 10.63 – Student Records

Required student records (regular and special education) will be prepared in a manner consistent with State and federal laws, the requirements of the Arizona Uniform System of Financial Records (U.S.F.R.) and those of the Arizona Department of Libraries, Archives and Public Records. Retention periods and disposition of records shall be as specified in the U.S.F.R., the Arizona Department of Library Archives and Public Records and relevant federal statutes and regulations.

The District will comply with the provisions of the Family Educational Rights and Privacy Act (FERPA) and the Individuals with Disabilities Education Act (IDEA), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT ACT), and the No Child Left Behind Act of 2001 (NCLB) in the establishment, maintenance, correction, and disposition of student records.

The Superintendent shall not fail to establish procedures for such compliance, including informing parents, students, and the public of the contents. The Superintendent shall not fail to establish procedures for dealing with violations.

If a parent or eligible student believes that the District is violating the FERPA, that person has a right to file a complaint with the U.S. Department of Education. The address is:

The Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202-4605
Telephone number: (202) 260-3887

In adopting this policy it is the intent of the Board that the policy and related procedures be implemented immediately. Copies of the policy and procedures will be available for parent and eligible student review in the District office.

Confidentiality

The right to inspect and review education records and the release of or access to such records, other information, or instructional materials will be consistent with federal law in the Family Educational Rights and Privacy Act, Title 20, United States Code, Sections 1232g and 1232h, the USA PATRIOT ACT, NCLB, and with federal regulations issued pursuant to such act.

Annual Notification

Within the first three (3) weeks of each school year, the District will publish in a District
communication a notice to parents and eligible students of their rights under the FERPA and this procedure. This notice will also be provided to each parent of new students enrolling after school begins [34 C.F.R. 99.7]. The District will arrange to provide translation of the notice to non-English-speaking parents in their native language or mode of communication [34 C.F.R. 300.9]. The notice shall inform the parents of:

- The right of the parent or an eligible student to inspect and review the student's education records.

- The intent of the District to limit the disclosure of personally identifiable information contained in a student's education records, including disciplinary records, except by the prior written consent of the parent or eligible student or under certain limited circumstances as permitted by the FERPA, the USA PATRIOT Act or the NCLB Act.

- The right of the parent or eligible student to seek to correct parts of the school education records the student or the parent believes to be inaccurate, misleading, or in violation of student rights. This right includes the right to a hearing to present evidence the record should be changed if the District decides not to alter it according to the parent's or eligible student's request.

- The right of the parent or eligible student to file a complaint with the U.S. Department of Education if they believe the District has violated the FERPA.

Parents and eligible students have the following rights under the Family Educational Rights and Privacy Act (FERPA) and this procedure [34 C.F.R. 99.7 and 300.613]. The notice shall also include:

- The procedure for exercising the right to inspect and review education records.

- The procedure for requesting amendments of education records the parent or eligible student believes to be inaccurate, misleading or otherwise a violation of the student's privacy rights.

- The conditions when prior consent is not required, the criteria for determining who constitutes a school official, and what constitutes a legitimate educational interest.

If the School District permits the release of directory information relating to pupils, the information shall be released on or before October 31 of each year. The Superintendent shall not fail to develop procedures to communicate to students and their parents in a timely manner information relating to access to the Arizona Department of Education form which is designed to allow pupils to request that directory information not be released pursuant to the elementary and Secondary Education Act (ESEA) as reauthorized by the No Child Left Behind (NCLB) Act of 2001.
Section 11 – School – Community Relations

Section 11.1 – Parent Involvement in Education

The Superintendent, in consultation with parents, teachers, and administrators, shall not fail to develop a procedure for parental involvement in the school(s). These shall include:

- A plan for parent participation in the school designed to improve parent and teacher cooperation in such areas as homework, attendance, and discipline.

- A method by which parents may learn about the course of study for their children and review learning materials, including the source of any supplemental educational materials.

- Procedures by which parents who object to any learning material or activity on the basis that it is harmful may withdraw their children from the activity or from the class or program in which the material is used and request an alternative assignment. Objection to a learning material or activity on the basis that it is harmful includes objection to a material or activity because it questions beliefs or practices in sex, morality, or religion or, because of sexual content, violent content, or profane or vulgar language.

- Procedures by which parents or guardians of students enrolled in the District shall have access in advance to the instructional materials, learning materials and activities currently used by, or being considered for use by the District.

- Procedures by which the District shall obtain signed, written consent from a student’s parent or guardian before using video, audio or electronic materials that may be inappropriate for the age of the student.

- Procedures to prohibit the School District from providing sex education instruction to a student unless the student’s parent provides written permission for the student to participate in the sex education curricula if the School District offers any sex education curricula pursuant to A.R.S. § 15-711 on the requirement to include instruction to student in grades seven (7) through twelve (12) on laws relating to sexual conduct with a minor or A.R.S. § 15-716 concerning instruction on immune deficiency syndrome, or pursuant to any rules adopted by the State Board of Education.

- Procedures by which parents will be notified in advance of and given the opportunity to withdraw their children from any instruction or presentations regarding sexuality in courses other than formal sex education curricula.

- Procedures by which parents may learn about the nature and purpose of clubs and activities that are part of the school curriculum, extracurricular clubs, and activities that have been approved by the school.

- Procedures by which parents may learn about parental rights and responsibilities under the laws of this state, including the following:
• The right to opt in to a sex education curriculum if one is provided by the District.
• Open enrollment rights pursuant to A.R.S. § 15-816.01, relating to the District policies on open enrollment.
• The right to opt out of assignments by submitting a written request form pursuant to A.R.S. § 1-601, Parents Bill of Rights
• The right to opt out a child out of immunizations as authorized by A.R.S. § 15-873, relating to an outbreak of a communicable disease.
• The promotion requirements prescribed in A.R.S. § 15-701 for students in grades one (1) through eight (8).
• The minimum course of study and competency requirements for graduation from high school prescribed in A.R.S. § 15-701.01.
• The right to opt out of instruction on the acquired immune deficiency syndrome as provided by A.R.S. § 15-716.
• The right to review their child's standardized norm-referenced test results pursuant to A.R.S. § 15-743.
• The right to participate in gifted programs pursuant as prescribed by A.R.S. § 15-779.01.
• The right to access instructional materials as directed by A.R.S. § 15-730.
• The right to receive the school's annual report card pursuant to A.R.S. § 15-746.
• The right to public review of courses of study and textbooks in the common schools as prescribed in A.R.S. § 15-721.
• The right to be excused from school attendance for religious purposes as described by A.R.S. § 15-806.
• Policies related to parental involvement pursuant A.R.S. § 15-102 and set out herein.
• The right to seek membership on school councils pursuant to A.R.S. § 15-351, describing the purpose, duties, and membership of a school council. [Subject to the exemption of certain school districts exempted as described in A.R.S. § 15-352].
• The right to participate in a parental satisfaction survey to be distributed to the parent of every child enrolled at the school, pursuant to A.R.S. § 15-353.
• Information about the student accountability information system (SAIS) as prescribed in section A.R.S. § 15-1042.
The right to access the failing schools tutoring fund pursuant to A.R.S. § 15-241.

Resumes of all current and former instructional personnel shall be maintained and available for inspection by parents and guardians of pupils enrolled. The resume shall include individual educational and teaching background and experience in a particular academic content subject area.

For the purposes of this policy parent means the natural or adoptive parent or legal guardian of a minor child.

When a parent submits a written request for information to the Superintendent or a school principal during regular business hours:

- The Superintendent or designee shall not fail to:
  - Deliver the requested information to the parent within ten (10) calendar days, or
  - Provide to the parent a written explanation for denial of the requested information.

- If the requested information is denied or is not received by the parent within fifteen (15) calendar days
  - The parent may submit to the Governing Board a request for the requested information, and
  - The Governing Board shall consider the request at the next scheduled meeting of the Board on which the request can be properly noticed. If the request cannot be properly noticed on the next scheduled meeting agenda, the Governing Board shall formally consider the request at the next subsequent public meeting of the Governing Board.
Section 11 – School – Community Relations

Section 11.15 – Public Conduct on School Property

No person shall engage in conduct that may cause interference with or disruption of an educational institution. Interference with or disruption of an educational institution includes any act that might reasonably lead to the evacuation or closure of any property of the educational institution or the postponement, cancellation or suspension of any class or other school activity. For the purposes of this policy, an actual evacuation, closure, postponement, cancellation or suspension is not required for the act to be considered interference or disruption.

A person commits interference with or disruption of an educational institution by doing any of the following:

- Intentionally, knowingly or recklessly interfering with or disruption of the normal operations of an educational institution by either:
  - Threatening to cause physical injury to any employee or student of an educational institution or any person on the property of an educational institution.
  - Threatening to cause damage to the District, the property of the District, or the property of any person attending the District.

- Intentionally or knowingly entering or remaining on the property of an educational institution for the purpose of interfering with or denying lawful use of the property to others.

- Intentionally or knowingly refusing to obey a lawful order given by the Superintendent or a person designated to maintain order.

The above identified acts need not be directed at a specific individual, the District, or specific property of the District to constitute a violation of this policy.

Restitution for any financial loss caused by a violation of the policy may be required. Furthermore, an individual who interferes with or disrupts an educational institution is subject to misdemeanor or felony charges as provided in A.R.S. § 13-2911.

A person may also interfere with or disrupt the District function by committing any of the following:

- Any conduct intended to obstruct, disrupt, or interfere with teaching, research, service, administrative, or disciplinary functions or any activity sponsored or approved by this Board.

- Physical or verbal abuse or threat of harm to any person on property owned or controlled by the District or at supervised functions sponsored by the District.
• Forceful or unauthorized entry to or occupation of District facilities, including both buildings and grounds.

• Illicit use, possession, distribution, or sale of tobacco, alcohol, or drugs, other controlled substances, or other illegal contraband on District property or at school-sponsored functions.

• Use of speech or language that is offensive or inappropriate to the limited forum of the public school educational environment.

• Failure to comply with the lawful directions of District officials or of District security officers or other law enforcement officers acting in performance of their duties, and failure to identify oneself to such officials or officers when lawfully requested to do so.

• Knowing violation of a District rule and guideline. Proof that an alleged violator has a reasonable opportunity to become aware of such rules and guidelines shall be sufficient proof that the violation was done knowingly.

• Any conduct constituting an infraction of any federal, state, or city law or policy or District Guideline.

• Carrying or possessing a weapon on school grounds unless the individual is a peace officer or has obtained specific authorization from the appropriate school principal or Cabinet level administration based on exceptions as outlined in A.R.S. 13-3102. The Superintendent shall not fail to develop procedures for obtaining authorization.

Additional Requirements of the General Public

The definition of general public is anyone who does not come under the definition of student, faculty member, staff member, or employee.

• No person shall visit or audit a classroom or other school activity, nor shall any person come upon or remain upon school premises, without approval by the principal or the principal's authorized representative. Nor shall any person conduct or attempt to conduct any activity on school premises without prior approval by the Superintendent or the Superintendent's authorized representative.

• Any member of the general public considered by the Superintendent, or a person authorized by the Superintendent, to be in violation of these rules shall be instructed to leave the property of the District. Failure to obey the instruction may subject the person to criminal proceedings pursuant to A.R.S. § 13-2911 and to any other applicable civil or criminal proceedings, or to tribal ordinance.

• Persons attending special functions shall confine themselves to the specific part of the facility assigned in the permit.

• Persons who engage in disorderly conduct of any kind may be subject to removal and exclusion from the facility.
• The use of facilities shall be granted only for legitimate purposes. Therefore, the permit holder shall assume full responsibility for any unlawful act committed during the exercise of the permit.

• No person shall possess or engage in the use of medical marijuana on District property at a District property, at a District event, or in a District vehicle.
Section 11 – School – Community Relations

Section 11.16 – Smoking on School Premises at Public Functions

The possession or use of tobacco products is prohibited in the following locations:

- School grounds.
- School buildings.
- School parking lots.
- School playing fields.
- School buses and other District vehicles.
- Off-campus school-sponsored events.

Under the provisions of A.R.S. §36-798.03, a person who violates the prohibition is guilty of committing a petty offense.

The prohibitions do not apply to an adult when possession or use of the tobacco products are for demonstration purposes as a necessary instructional component of a tobacco prevention or cessation program that is:

- Approved by the school.
- Established in accord with A.R.S. § 15-712.

No person shall smoke marijuana in any public place.
AGENDA ITEM: Information Regarding Accomplishment of the 2012-2013 Goals and Objectives

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

Cost: N/A Funding Source: N/A

EXECUTIVE SUMMARY:

At this time, the Superintendent will provide information regarding accomplishment of the 2012-2013 Goals and Objectives established as a collaborative effort with the Governing Board.

BOARD ACTION REQUESTED:

It is recommended the Governing Board accept the information presented.

SUBMITTED BY: SUPERINTENDENT:

ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM: 41
Background

- Goals were established based on the revised 2010-2013 Dysart Strategic Plan goals
- Goals were established through a collaborative process with the Superintendent and Governing Board in September 2012.
- Reports are provided to the Board as per the established timeline for each objective within the goal areas
Strategic Plan and Superintendent Goals based on process to drive continuous improvement

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

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

Objectives
- Implement plans resulting in increasing numbers of students meeting or exceeding on measurements of state standards
- Implement New Century Learner skills as part of the approved curriculum adopted as per the revision cycle for 2011-12
- Design and implement assessments that measure student mastery of core standards and New Century Learner skills.
- Implement plans resulting in increasing numbers of students who succeed in exam systems that qualify them for full-time career and technical programs, jobs, military and/or college and university entrance.

Measures
- DATA NOT AVAILABLE
  - 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 addition: 1.87% of students meeting in grade 3 reading over next 8 years
    - 85% meeting standards in grade 8 by 2020 - Dysart addition annual: 1.625% of students meeting standards in reading over the next 8 years
    - At high school 93% graduation rate by 2020 - Dysart annual increase: .56% of students graduating
- Curriculum revised or being revised to reflect the common core with embedded NCL skills - Governing Board Agenda July 11 Item 2B, June 5, Item 31 and July, 2013
- Assessments and resources will be created for use - Governing Board Agenda July 11 Item 2B, June 5, Item 33 and Agenda July, 2013
- Exam systems data not available as yet
GOAL A Continued:

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

Objectives

- Implement plans resulting in all schools achieving a state accountability label of excelling or within the top two categories of a new state system.
- Design and implement a college and career planning process that enables students to develop needed skills to transition to postsecondary pathways.

Measures

- DATA NOT AVAILABLE
  90-100% of schools will have Accountability labels of A or B at the end of the 2012-13 school year.
- Measures show ever increasing graduation rates and acceptance into postsecondary programs/employment skills-Governing Board Agenda June 5, Item 31
  - National Clearinghouse
    - Approximately 50% transition directly from high school to college (7% increase).
  - Graduation rate generally increasing over past several years & exceeding state rate – results not finalized yet.

GOAL B:

Optimize and allocate resources that are proven to result in increased student achievement.

Objectives

- Implement the district developed system that provides relevant data to drive critical educational decisions to improve student achievement.
- Design and implement a plan that provides intervention, extension, and enrichment so that each student makes at least 1 year's growth.
- Evaluate the professional development plan to provide curricular, instructional, and assessment support to increase student achievement.

Measures

- DATA NOT AVAILABLE
  90-100% of schools will have Accountability labels of A or B at the end of the 2012-13 school year.
- Measures show ever increasing graduation rates and acceptance into postsecondary programs/employment skills-Governing Board Agenda June 5, Item 31
  - National Clearinghouse
    - Approximately 50% transition directly from high school to college (7% increase).
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  - At high school 89% graduation rate by 2020-Dysart annual increase 10% of students graduating.
GOAL D:
The Dysart U.S.D. will implement the Carver Policy Governance model to enhance effective governing processes that drive student achievement.

Objectives
- Implement training to support adopted policy governance

Measures
- Materials developed and data indicates utilized by staff and community members:
  Governing Board June 5 Item 32 and
  Spotlight video June 19, 2013
- Training video completed

GOAL G:
The Dysart U.S.D. will educate the public and key stakeholders on the need for adequate resources to ensure students are meeting standards and are future ready.

Objectives
- Design ways to effectively educate the public on school financing and budgets.

Measures
- Materials prepared and resources for web established Governing Board August 15, Item 17.
- Various avenues utilized to communicate information including meetings with stakeholders (see http://www.dysart.org/Departments/BusinessServices/finance/district_budget.html)
- Community Guide to Understanding Your District’s Budget
- Sun City Grand Community Meeting
- 2012 Annual Financial Report
- Dysart’s Five Year Capital Plan
GOAL I:
The Dysart U.S.D. will allocate available district level resources to support the strategic plan goals to ensure they will have the greatest impact on student academic achievement and instruction.

Objectives
- Design and implement a comprehensive long term capital resource plan including facilities and technology

Measures
- Completed plan and implementation of recommendations as resources become available
  - Governing Board Agenda
    November 7th, Item 22
    - Plan includes: budget history, cost of capital needs and projected capital funding
    - Report and searchable plan posted to district website
      Dysart’s Five Year Capital Plan

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

Objectives
- Design and implement guidelines to monitor expenditures of school site budgets for alignment with the Strategic Plan

Measures
- Resource budget form utilized by all schools and part of the monitoring process utilized for the CIP process
  - School capital plans aligned to school CIP
    - Reviewed by finance department when purchases are made
  - CIP resource report page includes how human, financial, and time resources are allocated to achieve the school’s continuous improvement goals.
  - Progress of plan expenditures reviewed at AD Council meeting.
    - Governing Board Agenda
      November 7th, Item 23
Questions?
### 2012-13 SUPERINTENDENT GOALS AND OBJECTIVES

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

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
<th>INDICATORS</th>
<th>MEASURES OF SUCCESS</th>
<th>TIMELINE</th>
<th>COMPLETED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Implement plans resulting in increasing numbers of students meeting or exceeding on measurements of 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 (see input in objectives below)</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 addition 1.87% of students meeting in grade 3 reading over next 8 years 85% meeting standards in grade 8 by 2020. Dysart addition annual 1.625% of students meeting standards in reading over the next 8 years At high school 93% graduation rate by 2020. Dysart annual increase .56% of students graduating</td>
<td>Release of AIMS</td>
<td>Data Not Available Report to Board-July/August 2013 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 addition 1.87% of students meeting in grade 3 reading over next 8 years 85% meeting standards in grade 8 by 2020. Dysart addition annual 1.625% of students meeting standards in reading over the next 8 years At high school 93% graduation rate by 2020. Dysart annual increase .56% of students graduating</td>
</tr>
<tr>
<td>2. Implement New Century Learner Skills as part of the approved curriculum adopted as per the revision cycle for 2012-13.</td>
<td>The following curriculum areas identified for revision on the curriculum revision cycle will include the integration of new century learner skills: Chemistry Chemistry Honors Statistics Pre-Calculus Trigonometry</td>
<td>Indicated curriculum documents revised to include embedded new century learner skills</td>
<td>End of the 2012-13 school year</td>
<td>2=Completed &amp; curriculum to be adopted at July meeting Governing Board Report: 7/11/12 Item 28 and July 2013</td>
</tr>
</tbody>
</table>
### 2012-13 SUPERINTENDENT GOALS AND OBJECTIVES

<table>
<thead>
<tr>
<th>Calculus AP</th>
<th>Honors World History</th>
<th>Cambridge IGCSE</th>
<th>CTE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>US History</td>
<td>Culinary Arts</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Chemistry 1-2</td>
<td>Allied Heath</td>
</tr>
<tr>
<td></td>
<td></td>
<td>English Literature 3 -4</td>
<td>Multimedia Technologies</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mathematics II 3 -4</td>
<td></td>
</tr>
</tbody>
</table>

3. **Design and implement assessments that measure student mastery of core standards and New Century Learner Skills.**

<table>
<thead>
<tr>
<th>The following curriculum areas identified for revision on the curriculum revision cycle will include the assessment measures:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chemistry</td>
</tr>
<tr>
<td>Chemistry Honors</td>
</tr>
<tr>
<td>Statistics</td>
</tr>
<tr>
<td>PE</td>
</tr>
<tr>
<td>Pre-Calculus Trigonometry</td>
</tr>
<tr>
<td>Calculus AP</td>
</tr>
<tr>
<td>Honors World History</td>
</tr>
<tr>
<td>Cambridge IGCSE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Indicated curriculum documents revised with assessments reflecting measures of core standards and new century skills</th>
</tr>
</thead>
<tbody>
<tr>
<td>End of the 2012-13 school year</td>
</tr>
</tbody>
</table>

2-Completed & curriculum with resources to be presented at July meeting

**Governing Board Report:** 7/11/12 Item 28 and July 2013
### 2012-13 SUPERINTENDENT GOALS AND OBJECTIVES

| 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. | Plan implemented for the 2012-13 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 A2 Tech Prep Cambridge AP AZVAB (military) (use of results; monitoring student plans; monitoring student data; mid, post, PLC; monitoring for rigor with multiple measures) | Plan strategies implemented during 2012-13 with comparison data reported when available at the end of the 2012-13 school year. | Plan implementation 2012-13 with results released when available at the end of the current school year. | Completed Measures show ever increasing graduation rates and acceptance into postsecondary programs/employment skills-Governing Board Agenda June 5, Item 31 National Clearinghouse: Approximately 50% transition directly from high school to college (7% increase) Graduation rate generally increasing over past several years & exceeding state rate—results not finalized yet |
**2012-13 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>5. Implement plans resulting in all schools achieving a state accountability label within the top two categories of a new state system.</td>
<td>CIP reports will establish data and plan to increase labels to A and B level by 2013</td>
<td>90-100% of schools will have Accountability labels of A or B at the end of the 2011-12 school year.</td>
<td>Reported when current year label information available for public release</td>
</tr>
<tr>
<td>6. Design and implement a college and career planning process that enables students to develop needed skills to transition to postsecondary pathways.</td>
<td>A college and career plan is developed focused on strategies to increase student awareness of and support for postsecondary pathways option implemented Data: National Clearinghouse data; graduation rates; ECAP; Regional Counselling Model (w/myFuture &amp; Virtual Career)</td>
<td>Measures show ever increasing graduation rates and acceptance into postsecondary programs/employment</td>
<td>Data reported end of 2012-13 school year</td>
</tr>
</tbody>
</table>

**COMPLETED**
2=completed
1=In progress
0=Not completed

- Data Not Available
- Report to Board
- July/August 2013

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**Data: National Clearinghouse**
- Approximately 50% transition directly from high school to college (7% increase)
- Graduation rate increased every year over past 3 years & exceeding state rate - results for 2013 will not be available until next year
## GOAL B: Optimize and allocate resources that are proven to result in increased student achievement.

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
<th>INDICATORS</th>
<th>MEASURES OF SUCCESS</th>
<th>TIMELINE</th>
<th>COMPLETED</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. Implement the district developed system that provides relevant data to drive critical educational decisions to improve student achievement.</td>
<td>Systems (i.e., iPAL) revamped to support data needs to drive student achievement as measured by state tests and accountability measures (PLC; data days; Principal provided training; progress monitoring; review of multiple data sources)</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 addition 1.87% of students meeting in grade 3 reading over next 8 years 85% meeting standards in grade 8 by 2020-Dysart addition annual 1.625% of students meeting standards in reading over the next 8 years At high school 93% graduation rate by 2020-Dysart annual increase .56% of students graduating</td>
<td>End of 2012-13 school year</td>
<td>Data Not Available Report to Board-July/August 2013 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 addition 1.87% of students meeting in grade 3 reading over next 8 years 85% meeting standards in grade 8 by 2020-Dysart addition annual 1.625% of students meeting standards in reading over the next 8 years At high school 93% graduation rate by 2020-Dysart annual increase .56% of students graduating</td>
</tr>
<tr>
<td>8. Design and implement a plan that provides intervention, extension and enrichment so that each student makes at least one year's growth (OYG).</td>
<td>Effective intervention strategies identified in intervention plan implemented and assessed (progress monitoring by individual students-intervention &amp; enrichment plans; monitoring multiple measures; PLC; use of Hess rubric)</td>
<td>Annual increases in student achievement reported as measured by state and district assessments. Increase of 3% in the number of students in the district who meets or exceeds in AIMS</td>
<td>End of school year for district assessment report and upon release of state mandated test results</td>
<td>Data Not Available Report to Board-July/August Increase of 3% in the number of students in the district who meets or exceeds in AIMS Governing Board Report: 8/18/12 Item 18</td>
</tr>
</tbody>
</table>
### 2012-13 SUPERINTENDENT GOALS AND OBJECTIVES

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>9. Evaluate and revise the professional development plan to provide curricular, instructional, and assessment support to increase student achievement. measured by one year’s growth.</td>
<td>Conduct program evaluation.</td>
<td>Program evaluation data indicates positive correlation between professional development and teacher effectiveness measures</td>
<td>Summer 2013</td>
<td>2=Completed</td>
</tr>
</tbody>
</table>

Goal D: **Implement the Carver Policy Governance model to enhance effective governing processes that drive student achievement.**

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
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<th>MEASURES OF SUCCESS</th>
<th>TIMELINE</th>
<th>COMPLETED</th>
</tr>
</thead>
<tbody>
<tr>
<td>10. (18). Implement training to support adopted policy governance</td>
<td>Training materials developed for all sites and departments and interested community members</td>
<td>Materials developed and data indicates utilized by staff and community members</td>
<td>Implemented during 2012-13 school year with data reported summer 2013</td>
<td>2=Completed</td>
</tr>
</tbody>
</table>

2=completed  
1= In progress  
0=Not completed
### Goal G: Educate public and key stakeholders on need for adequate resources to ensure students are meeting standards and are future ready

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
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<th>MEASURES OF SUCCESS</th>
<th>TIMELINE</th>
<th>COMPLETED</th>
</tr>
</thead>
<tbody>
<tr>
<td>11. (26)</td>
<td>Informational materials prepared and communicated via multiple communication avenues including web page, staff and community meetings, etc. (materials and meetings, resource plan, monitoring of resource plan and evaluation)</td>
<td>Materials prepared as indicated by a resource list and communicated as indicated by communication list</td>
<td>Start the end of 2012 school year and continue through 2012-13 school year</td>
<td>2=Completed</td>
</tr>
</tbody>
</table>

#### Objectives Indicators
- Various avenues utilized to communicate information including meetings with stakeholders (see [http://www.dysart.org/Districts/Finances/district_budget.html](http://www.dysart.org/Districts/Finances/district_budget.html))
- Community Budget Run Report Dysart’s

### 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>
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<th>COMPLETED</th>
</tr>
</thead>
<tbody>
<tr>
<td>12. (29)</td>
<td>Plan developed and reported with tentative timelines indicated (actual plan with timeline)</td>
<td>Completed plan and implementation of recommendations as resources become available.</td>
<td>Plan report presented fall 2012</td>
<td>2=Completed</td>
</tr>
</tbody>
</table>

#### Objectives Indicators
- Plan report presented fall 2012
- Report to Board - Governing Board November 2012

Governing Board
2012-13 SUPERINTENDENT GOALS AND OBJECTIVES

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
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</tr>
</thead>
<tbody>
<tr>
<td>13. (30)</td>
<td>Guidelines developed and communicated to administrators Monitoring report indicates guidelines fully utilized at all school sites. (materials and meetings, resource plan, monitoring of resource plan and evaluation)</td>
<td>Resource budget form utilized by all schools and part of the monitoring process utilized for the CIP process</td>
<td>Plan developed, communicated and implemented for the start of the 2012-13 school year with monitoring ongoing throughout the year and reflected in the evaluation process</td>
<td>2=Completed</td>
</tr>
</tbody>
</table>

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

- **Objectives:**
  - Design and implement guidelines to monitor expenditures of school site budgets for alignment with the Strategic Plan.

- **Indicators:**
  - Guidelines developed and communicated to administrators
  - Monitoring report indicates guidelines fully utilized at all school sites. (materials and meetings, resource plan, monitoring of resource plan and evaluation)

- **Measures of Success:**
  - Resource budget form utilized by all schools and part of the monitoring process utilized for the CIP process

- **Timeline:**
  - Plan developed, communicated and implemented for the start of the 2012-13 school year with monitoring ongoing throughout the year and reflected in the evaluation process

- **Completed:**
  - Governing Board Report: 11/7/12 Item 23
  - Resource budget form utilized by all schools and part of the monitoring process utilized for the CIP process

  - School capital plans aligned to school CIP. Reviewed by finance department when purchases are made
  - CIP resource report page includes how human, financial, and time resources are allocated to achieve the school's continuous improvement goals.
  - Progress of plan expenditures reviewed at AD Council meeting.
GOVERNING BOARD ITEM

AGENDA ITEM: Action Regarding a Written Summary of the Superintendent's Final Performance Evaluation for the 2012-2013 School Year

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

Cost: N/A Funding Source: N/A

EXECUTIVE SUMMARY:

Based upon the Board's acceptance of the information reported to the Governing Board related to accomplishments on established goals adopted by the Governing Board for the Superintendent for the 2012-13 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 2012-13 school year.

_____ The Superintendent did not accomplish at a satisfactory level the approved goals for 2012-13 school year.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the written summary of the Superintendent's evaluation reflecting the completion ratings of established goals for 2012-2013.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: [Number]
## 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>Data Not Available - Report to Board - July/August 2013</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 2011-12.</td>
<td>Curriculum to be adopted at July meeting Governing Board Report: 7/11/12 Item 28 and July 2013</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>Curriculum with resources to be presented at July meeting Governing Board Report: 7/11/12 Item 28 and July 2013</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>Data Not Available Report to Board - July/August 2013</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>Data Not Available Report to Board - July/August 2013</td>
</tr>
<tr>
<td>A.6</td>
<td>6</td>
<td>Design and Implement a college and career planning process that enables students to develop needed skills to transition to postsecondary pathways.</td>
<td>Measures show ever increasing graduation rates and acceptance into postsecondary programs/employment skills-Governing Board Agenda June 5, Item 31 National Clearinghouse: Approximately 50% transition directly from high school to college (7% increase). Graduation rate generally increasing over past several years &amp; exceeding state rate 2013 rates not available until next year</td>
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## GOAL B: Optimize and allocate resources that are proven to result in increased student achievement.

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<thead>
<tr>
<th>Code</th>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.7</td>
<td>7</td>
<td>Implement the district developed system that provides relevant data to drive critical educational decisions to improve student achievement.</td>
</tr>
<tr>
<td>B.8</td>
<td>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.</td>
</tr>
<tr>
<td>B.9</td>
<td>9</td>
<td>Evaluate the professional development plan to provide curricular, instructional, and assessment support to increase student achievement.</td>
</tr>
</tbody>
</table>

### GOAL D: The Dysart U.S.D. will implement the Carver Policy Governance model to enhance effective governing processes that drive student achievement.

<table>
<thead>
<tr>
<th>Code</th>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>D.10</td>
<td>18</td>
<td>Implement training to support adopted policy governance</td>
</tr>
</tbody>
</table>

### GOAL G: The Dysart U.S.D. will educate the public and key stakeholders on the need for adequate resources to ensure students are meeting standards and are future ready

<table>
<thead>
<tr>
<th>Code</th>
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<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G.11</td>
<td>26</td>
<td>Design ways to effectively educate the public on school financing and budgets.</td>
</tr>
</tbody>
</table>

### 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.

<table>
<thead>
<tr>
<th>Code</th>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>H.12</td>
<td>29</td>
<td>Design and implement a comprehensive long term capital resource plan including facilities and technology.</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Code</th>
<th>Score</th>
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</tr>
</thead>
<tbody>
<tr>
<td>I.13</td>
<td>30</td>
<td>Design and implement guidelines to monitor expenditures of school site budgets for alignment with the Strategic Plan.</td>
</tr>
</tbody>
</table>
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 2012-13 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 2012-13 school year.

___ The Superintendent did not accomplish at a satisfactory level the approved goals for 2012-13 school year.

Date: ________________________________