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/GBAgendas/.

DYSART UNIFIED SCHOOL DISTRICT
GOVERNING BOARD MEETING AGENDA

REGULAR MEETING

TIME: 6:00 p.m. – Wednesday, December 18, 2013
PLACE: Nathaniel Dysart Education Center, 15802 N. Parkview Place, Surprise, AZ 85374

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.

REGULAR MEETING

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.

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

2. Dysart High School JROTC Color Guard

3. Pledge of Allegiance

4. 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 ________

5. Summary of Current Events
   • Presentations, Recognitions, Celebrations
     • District Jr. High Jazz Band under the direction of Jack Broughton and Jennifer Cady
     • New Century Learning Showcases hosted by Willow Canyon, Shadow Ridge and Sundown Mountain
     • Presentation of Keys to Donated Fire Truck
   • Superintendent Update
   • Governing Board Update
     • Traci Sawyer-Sinkbeil
     • Jerry Eynon
     • Bonnie Schroader
     • Jennifer Tanner
     • Blossom Tande

Page 1 of 3
6. Audience with Individuals or Groups

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

MOTION TO APPROVE CONSENT AGENDA ITEMS

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

Motion __________________ Second __________________ Vote ____________

ACTION/CONSENT

1. Recommendation to Approve the Solar Services Agreement with Kennedy Partners, LLC, a Limited Liability Company and Authorize the Assistant Superintendent for Support Services to Sign the Agreement and any Affiliated Documents

2. Recommendation to Approve the Agreement with Vector Resources for Video Surveillance Upgrades at Willow Canyon and Authorize the Assistant Superintendent for Support Services to Sign the Agreement and Any Affiliated Documents

3. Recommendation to Approve the ACT License and Services Agreement and Authorize the Associate Superintendent for Academic Services to Sign the Agreement and any Affiliated Documents


5. Recommendation to Terminate Employment -- Classified -- 2013-2014 School Year

6. Approval of the Minutes of the December 4, 2013 Regular Governing Board Meeting

7. Hearing Officer's Recommendation(s) for Long Term Suspension

8. Recommendation for Approval of Adoption of High School Curriculum for Key to Your Future 1-2 and Authentic Applications 3-4 for the CTE Program, Software Development Course

9. Professional Growth Credit and Establishment of Supplemental Assignments for Professional Growth Classes for Spring, 2014

10. Support Staff Professional Development Classes for Spring, 2014

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

12. Certificate of Result of Special Bond Election

13. Extra-Curricular Tax Credit Fund and Student Activities Fund Reports for the Month of November 2013

14. Approval/Ratification of Payroll Vouchers 31 and 7563 in the Amount of $5,253,261.39

15. Approval/Ratification of Expense Vouchers 1024 and 1025 in the Amount of $1,563,378.11
ACTION DISCUSSION

16. Recommendation for Approval of K-8 School Boundaries

INFORMATION

17. Information on Open Enrollment for 2014-2015
18. Recommendation for Revision of Governing Board Policies – First Reading

REQUESTS FOR FUTURE AGENDA ITEM(S)

ADJOURNMENT

Motion ________________ Second ________________ Vote __________
AGENDA ITEM: *Recommendation to Approve the Solar Services Agreement with Kennedy Partners, LLC, a Limited Liability Company and Authorize the Assistant Superintendent for Support Services to Sign the Agreement and any Affiliated Documents

Action/Consent X Action/Discussion Information Supporting Data X
Cost: ___________ Funding Source: ___________

EXECUTIVE SUMMARY:

Administration recommends the Governing Board approve the agreement with Kennedy Partners LLC for the financing, design, installation, operation and maintenance of solar panel systems at additional schools sites, not included in the agreement approved by the Governing Board in March of 2013.

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

BOARD ACTION REQUESTED:

It is recommended that the Governing Board approve the agreement with Kennedy Partners LLC, a limited liability company and authorize the Assistant Superintendent for Support Services to sign the agreement and any affiliated documents.

SUBMITTED BY: ______________________ SUPERINTENDENT: ______________________

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: _____
Solar Services Agreement

This Solar Services Agreement (this “Agreement”) is made this 18th day of December, 2013 (the “Effective Date”), by and between Dysart Unified School District No. 89 of Maricopa County, a political subdivision of the State of Arizona (“Purchaser”) and Kennedy Partners, LLC, a limited liability company (“Seller”). Seller and Purchaser are hereinafter referred to individually as a “Party” and collectively as the “Parties”.

Recitals

WHEREAS, the Parties desire to agree to terms for the financing, design, installation, operation and maintenance of a solar panel system more particularly described in Exhibit 2 attached hereto (the “System”) for installation on real property located on Purchaser’s premises on or near Purchaser’s facilities generally described in Exhibit 2 and more particularly described in the legal description of the Premises as attached hereto at Exhibit 3(a); and

WHEREAS, this Agreement and the Exhibits attached hereto are intended to conform to Arizona law regarding procurement practices and guaranteed energy savings contracts; and

WHEREAS, this Agreement and the Exhibits attached hereto set forth the terms and conditions of the finance, design, installation, operation and maintenance of the System.

NOW, THEREFORE, in consideration of the mutual representations, warranties, and covenants contained herein, on the terms and subject to the conditions set forth herein and intending to be legally bound thereby, the Parties to this Agreement agree as follows:

Agreement

1. Definitions.

a. Change in Law” means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date (notwithstanding the general requirements contained in any applicable permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any governmental authority which in the case of any of (i), (ii) or (iii), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the System, or other performance of the Seller’s obligations hereunder and which has a material adverse effect on the cost to Seller of performing such obligations. Notwithstanding the foregoing, a change in federal, state, county or any other Tax law (other than a Tax law that is imposed by a taxing authority on the generation, sale, delivery or consumption of Electricity or Seller’s services and operations in respect thereof) which, if changed after the Effective Date of this Agreement, shall not be a Change in Law pursuant to this Agreement.

b. “Commercial Operation Date” means the date Seller gives Purchaser written notice that the System is mechanically complete and capable of providing
Electricity to the Delivery Point. The Commercial Operation Date shall occur no later than four (4) months after the Condition Satisfaction Date.

c. "Condition Satisfaction Date" means the date that is eight (8) months after the Effective Date of this Agreement.

d. "Contract Price" means the price of Electricity set forth in Exhibit 1 to this Agreement.

e. "Contract Year" means each twelve-month period commencing on the Commercial Operation Date.

f. "Default Event" has the meaning given to it in Section 14.

g. "Delivery Point" means the delivery point on the Premises on Purchaser’s side of the Utility meter where the System connects to the existing electrical system serving Purchaser’s facilities, as designated in Purchaser’s agreement with the Utility.

h. "Electricity" means electrical energy, measured in kilowatts and kilowatt-hours that (a) is produced by the System, (b) is delivered by Seller to Purchaser at the Delivery Point, and (c) conforms to applicable Utility and/or authoritative regulatory body standards.

i. "Environmental Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System and its displacement of conventional energy generation, including (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides, nitrogen oxides, carbon monoxide and other pollutants; (2) any avoided emissions of carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; and (3) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a Party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other Party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, investment credits, emissions allowances, green tags, tradeable renewable credits and Green-e® products.

j. "Environmental Incentives" means any and all credits, rebates, subsidies, Tax Credits, grants, payments or other incentives that relate to self-generation...
of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the Utility, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority.

k. "Fair Market Value" of an asset or property means the price at which the asset or property would change hands between a willing buyer and a willing seller, on an arms-length basis, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts.

l. "Financing Parties" means any lender or third party to which Seller has pledged or assigned all or any part of its rights and interests in this Agreement and/or Seller’s rights to payment and/or a first security right in the System or in Seller’s other property located on the Premises.

m. "Force Majeure" means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of God; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by commercially reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence).

n. "Governmental Authority" means any federal, state or local government, any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or the Arizona Corporation Commission), or any arbitrator with authority to bind a Party at law.

o. "Hazardous Substance" means any chemical, waste or other substance (a) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any laws pertaining to the environment, health, safety or welfare, (b) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (d) the storage, use, handling, disposal or release of which is restricted or regulated by any
Governmental Authority, or (e) for which remediation or cleanup is required by any Governmental Authority.

p. “Insolation” means unobstructed access to sunlight.

q. “License” has the meaning given to it in Section 10.

r. “OSHA” means the Occupational Safety and Health Act.

s. “Payment Default” means a Default Event as described in Section 14(a)(1).

t. “Premises” means the outlined areas indicated on Exhibit 3(a) of the Purchaser’s real property, upon which the System will be or is installed.

u. “REC Agreement” means, collectively or individually (as applicable) those certain Solar Renewable Energy Credit Purchase Agreements Grid Tied Photovoltaic System between Purchaser and the Utility.

v. “Renewable Energy Credit” or “Renewable Energy Certificate” (“REC”) means (i) the Environmental Attributes associated with the generation of power from the System and (ii) the REC reporting rights arising therefore or connected therewith. One (1) REC represents the Environmental Attributes and REC reporting rights associated with one (1) kWh generated from the System.

w. “Scheduled Outage” means a twenty-four (24) hour day in which Purchaser has notified Seller of the need for the System to be “off-line” and not delivering Electricity.

x. “System Purchase Option” has the meaning given to it in Section 10(k).

y. “Tax” and “Taxes” means any present or future tax (including but not limited to all sales and use taxes, privilege taxes, any levy, impost, duty, charge, assessment or fee of any nature (including but not limited to interest, penalties and additions thereto) that is imposed by any federal, state or local taxing authority on the generation, sale, delivery or consumption of Electricity or Seller’s services and operations in respect thereof, or any payments made by Purchaser under this Agreement, but excluding taxes on the income of Seller.

z. “Tax Credits” means any and all (i) investment tax credits, (ii) production tax credits, (iii) cash grants in lieu of investment tax credits, and (iv) similar tax credits under federal, state or local law relating to the construction, ownership or production of energy from the System.

aa. “Term” has the meaning given to it in Section 4.
bb. "Utility" means the local provider of electrical transmission and distribution services to the Purchaser in the absence of the System.

2. **Obligation to Finance, Design, Develop and Operate the System.** Subject to the terms and conditions of this Agreement, Seller shall be responsible for the financing, design, development, and operation of the System during the Term. Seller is aware that Purchaser has entered into or will enter into a REC Agreement with the Utility Arizona Public Service Company. Seller agrees that operation of the System includes Purchaser's obligations under the REC Agreement to the extent relating to operation of the System, including, but not limited to Commissioning of the System as defined in Sections 1 and 3 of the REC Agreement, satisfying the Development Milestones identified in Section 4 of the REC Agreement, satisfying Purchaser's obligation to operate pursuant to Section 8 of the REC Agreement, and the obligations of Purchaser set out in Sections 9, 10, 11, 12, and 27 of the REC Agreement.

3. **Purchase and Sale of Electricity.**

   a. Beginning on the Commercial Operation Date and continuing for the Term, Purchaser shall purchase and accept delivery from Seller at the Contract Price (as defined below) set forth in Section 5 and Exhibit 1 for all Electricity as and when produced by the System, and Seller shall sell and deliver to Purchaser all Electricity generated by the System.

   b. Purchaser shall pay Seller an amount equal to all Electricity supplied by the System at the price per kilowatt-hour specified in Exhibit 1, regardless of whether Purchaser uses such Electricity (the "Contract Price").

   c. If Seller's installation of the System is delayed for any reason due to the action or inaction of Purchaser or any other matter within the control of Purchaser, Seller shall provide written notice to Purchaser of the existence and cause of such delay. Purchaser shall have the later of ten (10) days after such notice or thirty (30) days from the date that Seller notifies Purchaser of its readiness to begin installation of the System ("Delay Cure Deadline") to remove such circumstances resulting in such delay. If such delay continues beyond the Delay Cure Deadline, Purchaser shall be in default and a Default Event shall have occurred.

   d. The Purchaser and Seller agree that Purchaser shall take title to all Electricity that the System generates from the moment the System produces such Electricity and that the Electricity will be delivered to Purchaser at the Delivery Point. Exhibit 2 depicts the Delivery Point.

   e. Seller shall be responsible for arranging delivery of Electricity to the Delivery Point. Purchaser shall be responsible for any installation and operation of the equipment on Purchaser's side of the Delivery Point necessary for acceptance and use of the Electricity. The Parties acknowledge that amendments to the terms and conditions of this Agreement may be necessary from time to time to account for rule changes made by the Utility or by its independent system operators, or their successors, which could not be anticipated at the date of the execution of this Agreement or which are beyond the
control of the Parties, and the Parties agree to make commercially reasonable amendments to this Agreement, as are required to comply with such rule changes; provided, that such changes do not alter the fundamental economic terms of this Agreement.

f. INTENTIONALLY DELETED

4. After the System commences commercial operation, if, when there exists no breach or default by Seller under this Agreement, (i) Seller is prevented from being able to deliver Electricity to Purchaser (such that no metering of such Electricity has occurred) or (ii) the amount of Electricity produced by the System is decreased, in either case due to Purchaser’s negligence or Purchaser’s breach of or failure to perform its obligations under this Agreement, including its obligations set forth in Section 10(h) of this Agreement, then if Purchaser fails to cure such matters within ten (10) days after notice to Purchaser, Purchaser shall be in default of this Agreement and a Default Event shall have occurred.

5. Term and Termination.

a. Term. The term of this Agreement shall commence on the Commercial Operation Date and continue for Twenty (20) years, or until Purchaser’s payment upon exercise of the System Purchase Option is made, whichever first occurs, unless earlier terminated as provided for in this Agreement (“Term”). Seller shall deliver to Purchaser written notice that the System is mechanically complete and capable of providing Electricity to the Delivery Point. Upon request of Purchaser, Seller also shall deliver to Purchaser copies of certificates of completion or similar documentation from Seller’s contractor evidencing installation of the System and a copy of the interconnection or similar agreement with the Utility.

b. Early Termination by Seller. Seller shall have the right, but not the obligation, to terminate this Agreement prior to the expiration of the Term without any further liability of either Party to the other Party upon the occurrence of:

(1) An unstayed order of a court or administrative agency having the effect of subjecting the sales of Electricity to federal or state regulation of prices and/or service that results in a material adverse economic impact on Seller;

(2) Elimination or alteration of one or more Environmental Incentives or other Change in Law that results in a material adverse economic impact on Seller;

(3) An annual level of direct beam solar resource availability that is less than or equal to ninety percent (90%) of historical averages as measured by long-term weather data for a minimum of five (5) years collected at the Premises and/or other reliable calibrated and appropriate weather station representative of the Premises and that results in a material adverse economic impact on Seller; or
(4) The termination of the License, or of any ground lease, for the Premises prior to the end of the Term for any reason.

For purposes of this Section 4.b, "material adverse economic impact on Seller" is defined as an event that makes Seller's good faith attempt to operate the system in a manner that generates a profit for Seller reasonably unfeasible.

c. **Feasibility Study.** Prior to commencement of the System design, Seller shall provide to Purchaser an in depth feasibility study pursuant to provisions of A.R.S. §15-213.01(E) to establish the exact scope of the guaranteed energy cost savings contract, the cost savings guarantee amount and the methodology for determining the actual savings. This report shall be reviewed and approved by Purchaser before the commencement of design. Seller shall transmit a copy of the approved in depth feasibility study to the Superintendent of Public Instruction of the State of Arizona. In the event that Purchaser does not approve the in depth feasibility study, Purchaser may elect to terminate this Agreement upon written notice to Seller. The parties acknowledge and agree that the feasibility study and report has already, as of the Effective Date, been provided by Seller and accepted by Purchaser.

6. **Billing and Payment.**

a. **Contract Price Billing.** The Purchaser and Seller agree that Purchaser will take title to all electric energy that the System generates from the moment the System produces such energy and that such energy will be delivered to Purchaser at the Delivery Point and Purchaser shall purchase all such electric energy as and when produced by the System. The Contract Price paid by Purchaser on a monthly basis will be equal to an amount that is the initial $/kWh rate provided on Exhibit 1 multiplied by the number of kWh of Electricity generated during each month, as measured by the System meter. The $/kWh rate will be subject to an annual escalation of as shown on Exhibit 1 at each anniversary of the Commercial Operation Date. Purchaser agrees that it will make monthly payments to Seller at the Contract Price calculated as dollars per the applicable $/kWh rate. The Purchaser agrees that the Contract Price is a fair and reasonable price in light of the benefit that the Purchaser receives under this Agreement.

b. **Monthly Invoices.** Seller shall invoice Purchaser monthly. Such monthly invoices shall state (i) the amount of Electricity produced by the System and delivered to the Delivery Point, (ii) the rates applicable to, and charges incurred by, Purchaser under this Agreement, (iii) any information required to evidence Seller's compliance with the terms of the REC Agreement pursuant to Section 2 of this Agreement, (iv) all payments to be made to Seller by Purchaser in connection with Purchaser's obligations set forth in Section 5(d) below, and (v) the total amount due from Purchaser.

c. **Utility Invoices.** Purchaser shall authorize the Utility to send to Seller duplicates of any bills sent to Purchaser. If Utility does not permit duplicate bills to be sent to Seller, Purchaser shall, promptly upon receipt of each bill, make a photocopy of
each bill and mail the copy to Seller. Purchaser shall pay all charges assessed by the Utility attributable to Purchaser’s facilities located on the Premises.

d. **Taxes.** Purchaser shall either pay or reimburse Seller for any levy, impost, duty, charge, assessment or fee of any nature (including but not limited to, interest, penalties and additions thereto) that is imposed by any federal state or local taxing authority on the generation, sale, delivery, or consumption of Electricity or Seller’s services and operations in respect thereof, on any payments made by Purchaser under this Agreement, but excluding taxes on the income of Seller. Such taxes are included in the *Contract Price* as described in *Exhibit 1*. Seller agrees that it will be responsible for property taxes, if any, that may relate solely to the System. Seller shall be entitled to all Tax Credits associated with and resulting from either the ownership, development and installation of the System or the production, sale, purchase or use of the Electricity. Seller shall also be entitled to all direct third party subsidies for the generation of Electricity.

e. **Payment Terms.** All amounts due under this Agreement shall be due and payable net thirty (30) days from Purchaser’s receipt of invoice. Any undisputed portion of the invoice amount not paid within the thirty (30) day period shall accrue interest at the annual rate of the lesser of (i) twelve percent (12%) and (ii) the maximum rate permitted to be charged under applicable law.

7. **Environmental Attributes and Environmental Incentives.**

   a. Purchaser has entered into, or will after the Effective Date upon instruction of Seller enter into, a REC Agreement. Subject to Seller’s obligations set out in Section 2 of this Agreement, Purchaser shall maintain the REC Agreement in full force and effect for the Term of the REC Agreement. Purchaser hereby assigns and agrees to remit and deliver to Seller any and all payments received by, or due to, Purchaser for the sale or transfer of the RECs to Utility or to any other person. If any Environmental Incentives are paid directly to Purchaser, Purchaser shall immediately pay such amounts over to Seller. Purchaser hereby grants Seller the right to pursue any claims against the Utility under each of the REC Agreements, upon approval by Purchaser’s Board, such approval to not be unreasonably withheld or delayed. Purchaser hereby appoints Seller as its designee to perform all of Purchaser’s obligations (including, without limitation, those obligations of Seller set out in Section 2 of this Agreement) under the REC Agreements other than those obligations that by their nature may be performed only by Purchaser. Seller hereby accepts such designation and agrees to perform all of such Purchaser’s obligations under the REC Agreements. Purchaser shall not amend any of the REC Agreements without the prior written consent of Seller.

   b. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, nothing in this Section 7 shall be deemed to require Purchaser to sell electricity to the Utility unless enough electricity is generated that Purchaser’s needs are met and excess electricity exists.
c. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use, Purchaser, if engaged in commerce and/or trade, shall submit to Seller for approval any press releases regarding Purchaser's use of solar or renewable energy and shall not submit for publication any such releases without the prior written consent of Seller. Seller shall not unreasonably withhold such consent, and Seller's review and approval shall be made in a timely manner to permit Purchaser's timely publication of any such release.

d. Purchaser shall not take any action or fail to take any action at the Premises that would have the effect of impairing the value to the Seller of the Environmental Attributes or Environmental Incentives. However, Seller acknowledges that Purchaser is not knowledgeable about what actions could have the effect of impairing the value to Seller of the Environmental Attributes or Environmental Incentives. Therefore, any failure by Purchaser to comply with the provisions of this Section 7.d shall not constitute an event of default under this Agreement unless Seller shall have specifically notified Purchaser of such action in writing prior to Purchaser taking any action or failing to take any action that Seller alleges has the effect of impairing the value to the Seller of the Environmental Attributes or Environmental Incentives.

8. Conditions to Obligations.

a. Conditions to Seller's Obligations. Seller's obligations under this Agreement are conditioned on its ability to complete or waive (in Seller's sole discretion) the following conditions to Seller's reasonable satisfaction on or before the Condition Satisfaction Date:

i. Completion of a physical inspection of the Premises including, if applicable, geotechnical work, and real estate due diligence to confirm the suitability of the Premises for the System;

ii. Approval of (i) this Agreement and (ii) the construction agreement (if any) for the System by Seller's Financing Parties.

iii. Confirmation that Seller will obtain, or have rights to, all applicable Environmental Incentives and Tax Credits, subject to the provisions of the REC Agreement;

iv. Receipt of all necessary zoning, land use and building permits; and

v. Execution of all necessary agreements with the Utility for interconnection of the System to the Utility's electric distribution system and for the purchase of RECs associated with the output of the System.

vi. Prior to Seller commencing construction and installation of the System, Purchaser shall give Seller proof of insurance for all insurance required to be maintained by Purchaser under this Agreement.
vii. Seller and its subcontractors shall comply with all Federal, State, Local and School District laws and regulations, including, but not limited to, the requirement for all of Seller’s contractors, subcontractors and vendors to have the requisite fingerprint cards.

b. **Condition’s to Purchaser’s Obligations.** Except for Purchaser’s obligation to make monthly payments in accordance with Section 3.c, Purchaser’s obligations under this Agreement are conditioned on:

i. Seller completing or waiving all of the conditions described in Section 8.a of this Agreement on or before the Condition Satisfaction Date;

ii. Occurrence of the Commercial Operation Date for the System.

c. **Failure of Conditions.** If any of the conditions listed in Section 8.a or Section 8.b of this Agreement are not satisfied by the applicable dates specified herein, the Parties will attempt in good faith to negotiate new dates for the satisfaction of the failed condition(s). If the Parties are unable to negotiate new dates then either Party may terminate this Agreement upon ten (10) days written notice to the other Party without liability for costs or damages or triggering a default under this Agreement.

9. **Seller’s Rights and Obligations.**

a. **Permits and Approvals.** Seller, with Purchaser’s reasonable cooperation, shall use commercially reasonable efforts to, at its sole cost and expense:

i. obtain any zoning, land use and building permits required to construct, install and operate the System; and

ii. obtain any agreements and approvals from the Utility necessary in order to interconnect the System to the Utility’s electric distribution system.

iii. return the Premises to substantially the same condition as it existed prior to any investigation conducted by Seller pursuant to Section 8.a.i of this Agreement, if Seller fails to construct and install the System as provided in this Agreement, reasonable wear and tear excepted.

Purchaser shall cooperate with Seller’s reasonable requests to assist Seller in obtaining such agreements, permits and approvals.

b. **Standard System Repair and Maintenance.** Seller shall finance, design, develop, operate and install the System on the Premises. During the Term, Seller shall cause the operation and performance of all routine and emergency repairs to and maintenance of the System at Seller’s sole cost and expense, except for any repairs or maintenance resulting from Purchaser’s gross negligence, willful misconduct or breach of this Agreement or the REC Agreement (not caused by Seller’s action or failure to act as required by Section 2 of this Agreement) or of any lease or license of the Premises related to the System. Seller shall not be responsible for any work done by third parties
on any part of the System unless Seller authorizes that work in advance in writing. Seller shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper environmental controls or improper operation or maintenance of the System by anyone other than Seller or Seller's contractors. If the System requires repairs for which Seller is not responsible, Purchaser shall pay Seller for diagnosing and correcting the problem at rates standard and customary in the industry at the time the repairs are undertaken. Seller shall provide Purchaser with reasonable notice prior to accessing the Premises to make standard repairs.

c. **INTENTIONALLY DELETED.**

d. **Breakdown Notice.** Seller shall notify Purchaser within twenty-four (24) hours following Seller’s discovery of (a) any material malfunction in the operation of the System or (b) an interruption in the supply of Electricity from the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller’s repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.

e. **Suspension.** Notwithstanding anything to the contrary herein, Seller shall be entitled to suspend delivery of Electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System and such suspension of service shall not constitute a breach of this Agreement; provided, that Seller shall use commercially reasonable efforts to minimize any interruption in service to the Purchaser.

f. **Use of Contractors and Subcontractors.** Seller shall be permitted to use contractors and subcontractors to perform Seller’s obligations under this Agreement. However, Seller shall continue to be responsible for the quality of the work performed by its contractors and subcontractors.

g. **Liens and Payment of Contractors and Suppliers.** Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement and shall keep the Premises free and clear of any liens related to such charges. Seller shall indemnify Purchaser for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Premises in connection with such charges; provided, however, that Seller shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the Premises or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Premises.

h. **No Warranty.** Except as otherwise provided in this Agreement, NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. The remedies set forth in this Agreement shall be Purchaser’s sole and
exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise.

i. RESERVED.

j. **Energy Audit.** Seller shall perform or cause to be performed an energy audit of the facility approximately one year after the date the System is installed and then every three years thereafter for the Term of this Agreement. Seller shall transmit a copy of the audit to the Arizona Department of Commerce, Energy Office, and the Arizona School Facilities Board for reports due prior to July 1, 2013, and to the Superintendent of Public Instruction of the State of Arizona and to Purchaser thereafter. Seller shall pay the cost of the audit. The audit shall comply with the provisions of A.R.S. § 15-213.01(F), (J) and (O).

k. **Energy Cost Savings.** Seller hereby guarantees Purchaser that either the energy or operational cost savings, or both provided hereunder, will meet or exceed the costs of the energy cost savings measure over the expected life of the energy cost savings measures implemented or within twenty-five years, whichever is shorter, utilizing the System capacity and degradation provisions set forth on Exhibit 2. On or before October 1st of each year following installation of the System, Seller shall provide Purchaser with a report in the form of Exhibit 4 showing the actual energy and cost savings for the year. For any cumulative shortfall that exists at end of any calendar year, Seller shall reimburse Purchaser for such cumulative shortfall of guaranteed energy cost savings within ninety (90) days of the end of such calendar year and such reimbursement shall be Purchaser’s sole remedy for any failure to meet such guarantee.

l. **Payment and Performance Bonds.** Seller shall require of all contractors working on the project, and shall provide to Purchaser copies of, payment and performance bonds covering the cost of all construction work performed on the Premises in accordance with the provisions of A.R.S. § 34-222.

m. **FINA Compliance.**

   (1) Seller warrants, for itself, its contractors and subcontractors of every tier, compliance with the Federal Immigration and National Act and all other federal and state immigration laws and regulations related to the immigration status of its employees. Seller shall obtain statements from its contractors and subcontractors of every tier certifying compliance and shall furnish the statements to Purchaser upon request. These warranties shall remain in effect through the Term of this Agreement, and any contractors and their subcontractors of every tier shall also maintain Employment Eligibility Verification forms (Form I-9) as required by the U.S. Department of Labor’s Immigration and
Control Act for all employees performing work pursuant to this Agreement.

(2) 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.

n. **OSHA Compliance.** Seller shall require that all employees, contractors, subcontractors, and any agents and other representative of Seller adhere to all applicable OSHA requirements and safety laws or codes in the performance of this Agreement.

10. **Purchaser Rights and Obligations.**

a. **Premises Access Rights.** Purchaser grants to Seller and to Seller’s agents, employees and contractors, successors, and assigns an irrevocable, non-exclusive license running with the Premises (the “License”) for access to, on, over, under and across the entire Premises for the purposes of (a) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System; (b) performing all of Seller’s obligations and enforcing all of Seller’s rights as set forth in this Agreement; and (c) installing, using and maintaining electric lines and equipment, including inverters and meters, necessary to interconnect the System to Purchaser’s electric system at Purchaser’s facilities on the Premises and/or to the Utility’s electric distribution system or that otherwise may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System. Seller shall notify Purchaser prior to entering the Premises, and shall not enter during times school is in session without Purchaser’s permission, which such permission shall not be unreasonably withheld or delayed except in situations where there is imminent risk of damage to persons or property. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Agreement (the “License Term”). During the License Term, Purchaser shall ensure that Seller’s rights under the License and Seller’s access to the Premises are preserved and protected and shall not interfere with or permit any third parties over whom Purchaser has control to interfere with such rights or access. With respect to any third party, which has any right to or encumbrance on the Premises which could conflict or interfere with Seller’s rights under the license, Purchaser shall, upon Seller’s request,
obtain a consent from such third party in form and substance reasonably acceptable to Seller which removes such potential conflict or interference. The grant of the License shall survive termination of this Agreement by either Party. Purchaser agrees that Seller may record a memorandum of license in substantially the same form attached hereto as Exhibit 3 in the land records respecting the License. Purchaser hereby agrees to execute a commercially reasonable form of ground lease or a separate license agreement as requested by Seller or the Financing Parties. Notwithstanding the foregoing, no agent, employee, or contractor of Seller shall be assigned to have access to the Premises, unless such person has complied with A.R.S. § 41-1758.07 relating to fingerprinting, to the extent applicable.

b. **OSHA Compliance.** Purchaser shall ensure that all OSHA requirements and other similar applicable safety laws or codes are adhered to in its performance under this Agreement.

c. **Maintenance of Premises.** Purchaser shall, at its sole cost and expense, maintain the Premises (excluding the System) in good condition and repair. Purchaser will ensure that its facilities on the Premises remain interconnected to the Utility grid at all times and will not permit cessation of electric service to Purchaser’s facilities on the Premises from the Utility without the consent of Seller, unless electric service is disrupted by the unilateral action of Utility in accordance with the terms of its interconnection agreement with Purchaser. Purchaser is fully responsible for the maintenance and repair of its electrical system except for those portions of Purchaser’s equipment that connects to the System’s outputs, the maintenance of which shall be Seller’s responsibility. Purchaser shall properly maintain in full working order all of Purchaser’s electric supply or generation equipment that Purchaser may shut down while utilizing the System. Purchaser shall promptly notify Seller of any matters of which it becomes aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System. For the avoidance of doubt, it is expressly agreed by the Parties that Seller shall be responsible for maintaining the System.

d. **No Alteration of Premises.** Purchaser shall not make any alterations or repairs to the Premises that may adversely affect the operation and maintenance of the System. Purchaser shall notify and obtain the written consent of Seller before making any alterations or repairs to the System, except that if Purchaser reasonably determines that the System requires an emergency repair, Purchaser shall notify Seller by telephone or electronic mail and Seller’s verbal consent shall satisfy Purchaser’s advance notice and consent obligation to make or cause to be made the emergency repair. If Purchaser cannot reasonably determine whether a contemplated alteration or repair to the Premises may cause an adverse effect, including diminution of Insolation of the System resulting from proposed construction on or at the Premises, Purchaser shall notify Seller and provide Seller the opportunity to advise Purchaser and any third party in making such alterations or repairs and undertaking such construction in a manner that avoids damage and diminution of Insolation to the System; but, notwithstanding any such advice, Purchaser shall be responsible for all damage to the System caused by Purchaser or its contractors. To the extent that temporary disconnection or removal of the System is
necessary to perform Purchaser’s proposed alterations or repairs, Seller or its contractors shall perform any replacement of the System and Purchaser shall be entitled to payment by Purchaser of the resulting damages in the same manner as if such disconnection or removal constituted a Default Event hereunder. All of Purchaser’s alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.

e. **Outages.** Purchaser shall be permitted two Scheduled Outages per calendar year during the Term, during which days Purchaser shall not be obligated to accept or pay for Electricity from the System; provided, however, that Purchaser must notify Seller in writing of each such Scheduled Outage at least forty-eight (48) hours in advance of the commencement of a Scheduled Outage. In the event that Scheduled Outages exceed two (2) days per calendar year or there are unscheduled outages, in each case for a reason other than a Force Majeure event, Purchaser shall be in default of this Agreement and a Default Event shall have occurred. Purchaser may purchase Electricity from any source during any such Scheduled Outage.

f. **Liens.** Purchaser shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System or any interest therein. Purchaser shall immediately notify Seller in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, and Purchaser shall promptly cause the same to be discharged and released of record without cost to Seller. Purchaser shall indemnify Seller against all costs and expenses (including reasonable attorneys’ fees) incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim. In accordance with the terms of Section 18, Seller shall indemnify Purchaser for any actual loss, expense and liability arising from any pledge, lien, materialman’s lien, charge, security interest, encumbrance or other claim that may be placed on Purchaser’s property by any contractor or subcontractor utilized by Seller. Purchaser shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurance of payment that either removes such lien from title to the System or that assures that any adverse judgment with respect to such lien or encumbrance will be paid without affecting title to the System.

g. **Security.** Purchaser shall be responsible for maintaining the physical security of the Premises in accordance with Purchaser’s customary practices. Seller understands that the Premises contain a school and that damage resulting from vandalism and recreational and other equipment used in school activities (e.g. balls) may occur at any time on the Premises despite such security efforts. Therefore, so long as Purchaser maintains its customary practices in securing the Premises, Seller shall bear all costs to repair the System arising from damages resulting from vandalism or school activities. Purchaser shall have no rights to the proceeds of any insurance Seller purchases to insure its revenue stream, and shall further have no recourse against Seller for its failure to provide any or all System power to Purchaser prior to the completion of all repairs associated with an insurable and/or force majeure event.
h. **Insolation.** Purchaser understands that Insolation of the System is essential to Seller’s performance of its obligations and that such Insolation is a material term and condition of this Agreement. Purchaser shall not in any way cause and, where possible, shall not in any way permit any interference with the System’s Insolation. For the avoidance of doubt, Purchaser agrees that it will not cause, permit or otherwise acquiesce to a third party’s construction and erection of any tower, pole or other equipment that would materially interfere with the System’s Insolation. If Purchaser becomes aware of any activity or condition that could diminish the Insolation of the System, Purchaser shall notify Seller immediately and shall cooperate with Seller in preserving the System’s existing Insolation levels. Purchaser and Seller are each aware, however, that under Arizona law, there is no right to unobstructed sunlight and, therefore, Purchaser shall not be responsible for any diminution of Insolation as a result of the construction activities of third parties, so long as (i) Purchaser is not a party to such activity, (ii) Purchaser has provided Seller notice of such proposed activities (to the extent Purchaser knows of such activities in advance of their occurrence). Nothing in this subsection 10.h shall require Purchaser to expend money or incur costs in an effort to oppose the activities of third parties on property not owned or controlled by Purchaser.

i. **Breakdown Notice.** Purchaser shall notify Seller within twenty-four (24) hours following the discovery by it of (A) any material malfunction in the operation of the System; or (B) any occurrences that could reasonably be expected to adversely affect the System. Purchaser shall notify Seller immediately upon (A) an interruption in the supply of electrical energy from the System; or (B) the discovery of an emergency condition respecting the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller’s repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Purchaser shall notify Seller immediately upon the discovery of an emergency condition affecting the System.

j. **Metering.** Electricity delivered to the Purchaser’s facilities and to the Utility facilities shall be measured by a meter monitoring system installed and maintained by Seller as part of the System.

k. **Option to Purchase.**

(1) So long as Purchaser is not in default under this Agreement, Purchaser may purchase the System (the “System Purchase Option”) upon the expiration of the Term or if this Agreement is terminated before the expiration of the Term then with the mutual agreement of Seller at a purchase price equal to the Fair Market Value of the System. In order to exercise the System Purchase Option, Purchaser must provide Seller written notice of such election at least ninety (90) days prior to the expiration of the Term. Upon Seller’s receipt of such written notice, the Parties shall execute all documents necessary to cause all right, title and interest in and to the System to be transferred to Purchaser “as-is, where-is, with all faults” on the date on which the Term
expires; provided, however, Seller shall have no obligation to transfer title to the System to Purchaser until Seller receives all amounts due and owing to Seller by Purchaser. For the avoidance of doubt, upon Seller’s transfer of title to the System pursuant to this Section 10(k), Purchaser will assume complete responsibility for the operation and maintenance of the System and liability for the performance of the System, and Seller shall have no further obligations or liabilities hereunder.

(2) It is the express intent of the Parties that this Agreement shall be treated as a “service contract” within the meaning of Section 7701(e) of the Internal Revenue Code of 1986 as amended and that the Seller shall be treated as the owner of the System for income tax purposes. To the extent that any term or provision of this Agreement shall render this Agreement as something other than a “service contract” under such Internal Revenue Code Section or shall cause the Seller not to be treated as the owner of the System for income tax purposes, then such term or provision shall be deemed to be amended and modified to cause this Agreement to be a service contract under such Internal Revenue Code Section and to cause the Seller to be treated as the owner of the System for income tax purposes, with such amendment to carry out as closely as otherwise practicable the other intents and purposes of this Agreement.

(3) The Parties shall agree upon and appoint a qualified independent appraiser with experience and expertise in the solar photovoltaic industry who shall determine the Fair Market Value. In the event that the Parties cannot agree upon such appraiser, Seller shall designate a qualified independent appraiser meeting the criteria described above, and Purchaser shall designate a qualified independent appraiser meeting the criteria described above. Such appraisers shall determine the Fair Market Value. In the event that such appraisers are unable to agree upon the Fair Market Value, such appraisers shall select a third qualified independent appraiser meeting the criteria described above, who shall determine the Fair Market Value. The valuation made by the appraiser(s) shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally.

1. **Parking Canopy and Cleaning.** Purchaser will operate and maintain at its cost any parking canopy lighting that is installed by Seller, including all electricity consumed by such parking canopy lighting. Purchaser will be responsible for maintaining the paint coat on the parking canopy structures to Customer’s standards, except if any such damage to the paint coat is caused by Seller. Upon reasonable prior written notice from Seller, Purchaser will provide reasonable access to tap into Purchaser’s water line to enable semi-annual cleanings of the System, and Purchaser shall pay for all such water utility costs.
m. Financial Information. If requested by Seller, Purchaser shall deliver within one hundred twenty (120) days following the end of each fiscal year, a copy of Purchaser's annual report containing audited consolidated financial statements with footnotes for such fiscal year. Financial statements shall be for the most recent accounting period and prepared in accordance with generally accepted accounting principles consistently applied; provided, however, that if any such financial statements are not available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as Purchaser diligently pursues the preparation, certification and delivery of the statements.

11. Change in Law. If any Change in Law occurs that has a material non-monetary adverse effect on Seller in performing its obligations under this Agreement, then the Parties shall, within thirty (30) days following receipt by Purchaser from Seller of notice of such Change in Law, meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Purchaser and Seller shall have the right to submit their dispute to the dispute resolution procedures set forth in Section 23(b) for determination of such amendments. If any Change in Law occurs that has a material monetary adverse effect on the Seller of performing its obligations under this Agreement, then the Parties shall, within thirty (30) days following a receipt by Purchaser from Seller of notice of such Change in Law, meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Seller shall have the option to terminate this Agreement without further liability to either Party except with respect to payment of amounts accrued prior to termination.

12. Relocation of System.

a. Any time after the fifth (5th) anniversary of the date the System commenced commercial operation, if Purchaser ceases to conduct business operations at and/or vacates the Premises at the Premises prior to the expiration of the Term, Purchaser shall have the option to provide Seller with a mutually agreeable substitute premises for relocation of the System located within the same Utility district as the Premises or in a location with similar Utility rates and providing similar Insolation of the System, as determined by Seller acting reasonably, provided that such relocation does not adversely affect Seller's expected revenues under the REC Agreement. Purchaser shall provide at least sixty (60) days written notice prior to the date that it wants to commence the relocation of the System.

b. In connection with such relocation, Purchaser and Seller shall execute amendments to this Agreement, as appropriate, that shall have all of the same terms as this Agreement except for the (i) Effective Date; (ii) License, which will be amended to grant rights in the real property where the System is relocated; and (iii) Term, which will be the remainder of the Term of this Agreement and such amended agreement shall be deemed to be a continuation of this Agreement without termination. Purchaser shall also
provide any new Purchaser, owner, lessor or mortgagee consents or releases required by Seller or Seller’s Financing Parties in connection with the substitute facility.

c. Purchaser shall pay all costs reasonably associated with relocation of the System, including all costs and expenses reasonably incurred by or on behalf of Seller in connection with removal of the System from the Premises and installation and testing of the System at the substitute facility and all applicable interconnection fees and expenses at the substitute facility, as well as reasonable costs of new title search and other out-of-pocket expenses connected to preserving and refiling the security interests of Seller’s Financing Parties in the System. Purchaser shall also be responsible for Seller’s damages resulting from the relocation, including but not limited to, amounts that would have been otherwise payable under this Agreement during the ordinary course of the System’s operation in the same manner as if such relocation constitutes a Default Event hereunder.

d. Seller shall remove the System from the vacated Premises prior to the termination of Purchaser’s ownership, lease or other rights to use such Premises. Seller will not be required to restore the Premises to its prior condition but shall promptly pay Purchaser for any damage caused by Seller during removal of the System, but not for normal wear and tear.

e. If the substitute facility has inferior Insolation as compared to the original Premises, Seller shall have the right to make an adjustment to the Contract Price in Exhibit 1 such that Purchaser’s payments to Seller are the same as if the System were located originally. If Purchaser is unable to provide such substitute facility and to relocate the System as provided herein, any early termination will be treated as a default by Purchaser and the System will be removed by Seller as described in Section 13.

13. **Removal of System at Expiration.**

a. Unless Purchaser exercises its System Purchase Option as set forth in Section 10(k), upon the expiration or earlier termination of this Agreement, Seller shall, at its own expense, remove all of its tangible property comprising the System from the Premises on a mutually convenient date but not later than ninety (90) days after the expiration of the Term. The Premises shall be returned to its original condition, except for System mounting pads or other support structures, which may be left in place, and ordinary wear and tear. Seller shall leave the Premises in neat and clean order. Purchaser shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal.

b. If Seller fails to remove or commence substantial efforts to remove the System by such agreed upon date, Purchaser shall have the right, at its option, to remove the System to a public warehouse and restore the Premises to its original condition (other than System mounting pads or other support structures and ordinary wear and tear) at Seller’s cost.
c. Notwithstanding subsection 13.b above, if Seller fails to remove the System and the reasonably estimated cost to Purchaser for the removal and/or storage of the system exceeds the Fair Market Value of the System at the time of removal, Purchaser shall provide Seller with written notice accompanied by evidence of such estimated cost of exceeding the Fair Market Value. Seller shall have thirty (30) days from the receipt of such notice to commence removal of the System or dispute Purchaser's estimated cost. If Seller has not commenced removal of the System within thirty (30) days of its receipt of Purchaser's notice and has not provided notice to Purchaser of any dispute or default, then Purchaser, at its sole discretion, may either (i) remove the System pursuant to subsection 13.b above, or (ii) notify Seller that it elects to retain the System and the Parties shall treat Purchaser's election to retain the system as an exercise of Purchaser's Option by paying Seller the Fair Market Value in accordance with Section 10 of this Agreement, but the payment otherwise owed from Purchaser to Seller pursuant to Section 10 shall be deemed satisfied by Seller's avoidance of the removal and storage costs it would have incurred pursuant to subsection 13.b.

14. Default, Remedies and Damages.

a. Default. Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed a "Defaulting Party" and each of the following events shall be a "Default Event":

(1) Failure of a Party to pay any amount due and payable under this Agreement after it is due, including amounts payable pursuant to Section 7, within ten (10) days following receipt of written notice from the non-defaulting Party (the "Non-Defaulting Party") identifying the amount due and payable;

(2) Failure of a Party to substantially perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party identifying the alleged Default Event and demanding the Defaulting Party's cure; provided, such thirty (30) day cure period shall not apply if a different cure period is expressly provided herein with respect to the material obligation that is not performed by a Party; and further provided that such thirty (30) day cure period (to the extent applicable) shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (i) the Defaulting Party initiates such cure with the thirty (30) day period and continues such cure to completion and (ii) there is no material adverse affect on the Non-Defaulting Party resulting from the failure to cure the Default Event;

(3) If any representation or warranty of a Party proves at any time to have been incorrect in any material respect as of the Effective Date and is material to the transactions contemplated hereby, and if the effect of such incorrectness is not cured within the applicable cure period;
(4) Purchaser loses its rights to occupy and enjoy the Premises;

(5) A Party, or its guarantor, becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect;

(6) Purchaser unreasonably prevents Seller from installing the System or Purchaser otherwise fails to perform in a way that prevents the delivery of Electricity from the System. (Such Default Event shall not excuse Purchaser’s obligations to make payments that otherwise would have been due under this Agreement in accordance with Section 3); or

(7) Purchaser, independent of Seller’s obligations to fulfill Purchaser’s obligations under the REC Agreement pursuant to Section 2 of this Agreement, fails to maintain prior to the expiration of, acts in default under, or otherwise violates its REC purchase agreement with the Utility.

b. Remedies.

(1) Remedies for Payment Default. If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under this Agreement. Further, the Non-Defaulting Party may pursue any remedy under this Agreement, at law or in equity, including an action for damages and termination of this Agreement, upon five (5) days prior written notice to the Defaulting Party following the Payment Default,

(2) Remedies for Other Defaults. On the occurrence of a Default Event other than a Payment Default, the Non-Defaulting Party may pursue any remedy under this Agreement, at law or in equity, including, without limitation, an action for damages and termination of this Agreement or suspension of performance of its obligations under this Agreement, upon five (5) days prior written notice to the Defaulting Party following the occurrence of the Default Event. Nothing herein shall limit either Party’s right to collect damages upon the occurrence of a breach or a default by the other Party that does not become a Default Event.

(3) Obligations Following Termination. If a Non-Defaulting Party terminates this Agreement pursuant to this Section 14(b)(3), then following such termination, Seller shall, at the sole cost and expense of the Defaulting Party, remove the equipment (except for mounting pads and support structures) constituting the System.
(4) Mitigation of Damages. The Non-Defaulting Party shall take commercially reasonable efforts to mitigate its damages as the result of a Default Event.

15. **Representations and Warranties.**

a. **General Representations and Warranties.** Each Party represents and warrants to the other the following:

   (1) Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Agreement is a valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors’ rights generally).

   (2) Such Party, to its knowledge, has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.

   (3) Pursuant to A.R.S. §35-391.06 and §35-393.96, any Party and its subcontractors do not have, and shall not have a scrutinized business operation in either Sudan or Iran during the Term of this Agreement.

b. **Purchaser’s Representations and Warranties.** Purchaser represents and warrants to Seller the following:

   (1) License. Purchaser owns fee title to the Premises and has the full right, power and authority to grant the License contained in Section 10(a) and to enter into this Agreement. Such grant of the License does not violate any law, ordinance, rule or other governmental restriction applicable to Purchaser or the Premises and is not inconsistent with and will not result in a breach or default under any agreement by which Purchaser is bound or that affects the Premises.

   (2) Other Agreements. Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a Party or by which Purchaser or the Premises is bound.
(3) Accuracy of Information. All information provided by Purchaser to Seller, as it pertains to the physical configuration of Purchaser’s facilities at the Premises and the Premises, Purchaser’s planned use of the Premises, and Purchaser’s estimated Electricity requirements, is accurate in all material respects.

(4) Purchaser Status. Purchaser is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.

(5) Other Facts and Circumstances. To Purchaser’s best knowledge, there are no facts, circumstances, or other matters that may interfere with or delay the construction and installation of the System, except as have been disclosed in writing to Seller.

16. System Damage and Insurance.

a. RESERVED.

b. Insurance Coverage. At all times during the Term, Seller shall maintain (i) liability insurance with coverage of at least $1,000,000 per occurrence and $2,000,000 annual aggregate, (ii) employer’s liability insurance with coverage of at least $1,000,000 and (iii) worker’s compensation insurance as required by law.

c. Policy Provisions. All insurance policies provided hereunder shall (i) contain a provision whereby the Seller agrees to give the Purchaser thirty (30) days written notice before the insurance is cancelled, terminated or materially altered in a manner that may affect this Agreement, (ii) be written on an occurrence or claims-made basis, (iii) with respect to any property insurance policies, name Seller as loss payee, where appropriate, thereunder, (iv) with respect to the liability insurance policies, include the Purchaser as an additional insured as its interest may appear, and (v) be maintained with companies either rated no less than A- as to “Policy Holder’s Rating” listed in the then current edition of Best’s Insurance Guide or otherwise reasonably acceptable to the other Party.

d. Certificates. Within thirty (30) days after execution of this Agreement and upon the other Party’s request and annually thereafter, each Party shall deliver the other Party certificates of insurance evidencing the above required coverage.

e. Deductibles. Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, each Party shall be responsible for the payment of its own deductibles.

17. Ownership.

a. Ownership of System. Throughout the Term, Seller shall be the legal and beneficial owner of the System at all times, including holding all ownership rights in all Environmental Attributes and Environmental Incentives, subject to Section 7 hereof,
and the System shall remain the personal property of Seller and shall not attach to or be
deemed a part of, or fixture to, any of Purchaser’s facilities. Each of the Seller and
Purchaser agree that the Seller is the tax owner of the System and all tax filings and
reports will be filed in a manner consistent with this Agreement. The System shall at all
times retain the legal status of personal property as defined under Article 9 of the
Uniform Commercial Code. Purchaser covenants that it will use commercially
reasonable efforts to place all Parties having an interest in or a mortgage, pledge, lien,
charge, security interest, encumbrance or other claim of any nature on the Premises on
notice of the ownership of the System and the legal status or classification of the System
as personal property. If there is any mortgage or fixture filing against the Premises that
could reasonably be construed as prospectively attaching to the System as a fixture of
the Premises, Purchaser shall provide a disclaimer or release from such lienholder. If
Purchaser is the fee owner of the Premises, Purchaser consents to the filing of a
disclaimer of the System as a fixture of the Premises in the office where real estate
records are customarily filed in the jurisdiction where the Premises is located and Seller
shall provide such disclaimer to Purchaser to file. If Purchaser is not the fee owner,
Purchaser will obtain such consent from such owner.

18. Indemnification and Limitations of Liability.

a. General. Each Party (the “Indemnifying Party”), to the extent allowed
by law, shall defend, indemnify and hold harmless the other Party and the directors,
officers, shareholders, partners, members, agents and employees of such other Party, and
the respective affiliates of each thereof (collectively, the “Indemnified Parties”), from
and against all loss, damage, expense, liability and other claims, including court costs
and reasonable attorneys’ fees (collectively, “Liabilities”) resulting from any third party
actions relating to the breach of any representation or warranty set forth in Section 15
and from injury to or death of persons, and damage to or loss of property to the extent
caused by or arising out of the negligent acts or omissions of, or the willful misconduct
of, the Indemnifying Party (or its contractors, agents or employees) in connection with
this Agreement; provided however, that nothing herein shall require the Indemnifying
Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or
arising out of the negligent acts or omissions of, or the willful misconduct of, the
Indemnified Party. This Section 18(a) however, shall not apply to liability arising from
any form of hazardous substances or other environmental contamination, such matters
being addressed exclusively by Section 18(c).

b. Notice and Participation in Third Party Claim. The Indemnified Party
shall give the Indemnifying Party written notice with respect to any Liability asserted by
a third party (a “Claim”), as soon as possible upon the receipt of information of any
possible Claim or of the commencement of such Claim. The Indemnifying Party may
assume the defense of any Claim, at its sole cost and expense, with counsel designated
by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The
Indemnified Party may, however, select separate counsel if both Parties are defendants
in the Claim and such defense or other form of participation is not reasonably available
to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys’
fees incurred by such separate counsel until such time as the need for separate counsel
expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 18(b) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall have no liability under this Section 18(b) for any Claim for which such notice is not provided if the failure to give notice prejudices the Indemnifying Party.

c. **Environmental Indemnification.** Seller shall indemnify, defend and hold harmless all of Purchaser’s Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance to the extent deposited, spilled, released or otherwise caused by Seller or any of its contractors or agents. Purchaser shall indemnify, defend and hold harmless all of Seller’s Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance, except to the extent deposited, spilled, released or otherwise caused by Seller or any of its contractors or agents. Each Party shall promptly notify the other Party if it becomes aware of any deposit, spill or release of any Hazardous Substance on or about the Premises or the Premises generally. If Seller or its contractors or subcontractors deposit, spill, release, or otherwise cause any Hazardous Substance to be on, above, below or near the Premises, Seller shall immediately call the local, county and/or state hazardous materials team, as appropriate; and assist to the fullest extent possible with the direction of such team. Seller shall, in addition, be liable for the full cost of the clean up of the Hazardous Materials, and for returning the Premises to the same condition as it was prior to the clean-up, to the extent reasonably possible.

d. **Limitations on Liability.**

i. **No Consequential Damages.** Neither Party nor its directors, officers, shareholders, partners, members, agents and employees, subcontractors or suppliers shall be liable for any exemplary damage.

ii. **Actual Damages.** Seller’s aggregate liability under this Agreement arising out of or in connection with the breach of this Agreement shall not exceed the lesser of (A) the total payments made by Purchaser under this Agreement as of the date that the events that first gave rise to such liability occurred, and (B) the total of the prior twelve (12) monthly payments preceding the date of the event that first gave rise to such liability occurred. Notwithstanding the foregoing, the limitation and liability set forth in this Section 18.d.ii. shall be deemed to be increased to the policy limits in Section 16(b) of any policy of insurance covering the Seller and providing for payment of damages as a result of the occurrence of the events that gave rise to such liability.
19. **Force Majeure.**

   a. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses commercially reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. Seller shall not be liable for any damage to the System, the Premises or Purchaser’s facilities located on the Premises resulting from a Force Majeure event. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.

   b. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused or extended by a Force Majeure event; provided, however, that if such Force Majeure event renders Purchaser unable to obtain access to funds required to pay such obligation, Purchaser shall have a reasonable time to obtain access to such funds.

20. **Assignment and Financing.**

   a. **Assignment.** This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Seller may, without the prior written consent of Purchaser, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement to any Financing Party, (ii) directly or indirectly assign this Agreement to an affiliate of Seller, (iii) assign this Agreement to any entity through which Seller is obtaining financing or capital for the System and (iv) assign this Agreement to any person succeeding to all or substantially all of the assets of Seller, and Seller shall be released from liability hereunder as a result of any of the foregoing permitted assignments, but only upon assumption of Seller’s obligations hereunder by the assignee. Purchaser’s consent to any other assignment shall not be withheld if Purchaser has been provided with reasonable proof that the proposed assignee (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System and providing services comparable to those contemplated by this Agreement and (y) has the financial capability to maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.
b. **Financing.** The Parties acknowledge that Seller may obtain construction and long-term financing or other credit support from Financing Parties in connection with the installation, construction, ownership, operation and maintenance of the System. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. The Parties also agree that Seller may assign or pledge this Agreement and Seller's rights contained herein to the Financing Parties as collateral, and in connection with any such assignment or pledge, Purchaser agrees to execute a consent to assignment in customary form and reasonably acceptable to the Financing Parties.

21. [Removed]

22. **Goodwill and Publicity.** Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Neither Party shall make any press release regarding or public announcement or the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law) without the specific prior written consent of the other Party. Without limiting the generality of the foregoing, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement, including the ownership of Environmental Attributes and Environmental Incentives and any related reporting rights. Any failure to comply with the provisions of this Section 22 shall entitle the other party to obtain equitable and/or injunctive remedies, but not monetary damages.

23. **General Provisions.**

   a. **Choice of Law.** Arizona law shall govern this Agreement without giving effect to conflict of laws principles.

   b. **Arbitration and Attorneys' Fees.** Any dispute arising from or relating to this Agreement shall be arbitrated in Phoenix, Arizona. The arbitration shall be administered by the American Arbitration Association in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. The substantially prevailing Party in any dispute arising out of this Agreement shall be entitled to recovery of reasonable attorneys’ fees and costs.

   c. **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, overnight courier, certified, or registered mail, return receipt requested, and deemed received upon personal delivery and acknowledgement thereof.
Notices shall be sent to the following or such other addresses as either Party may specify in writing.

If to Seller:

Kennedy Partners, LLC
Attn: John Kennedy
5415 East High Street, Suite 410
Phoenix, Arizona 85054

Telephone: 480-515-3765

If to Purchaser:

Dysart Unified School District No. 89
Attention: Business Manager
15802 North Parkview Place
Surprise, Arizona 85374

Telephone: (623) 876-7000

With a Copy to:

Jennifer MacLennan
Gust Rosenfeld, P.L.C.
One East Washington Street
Suite 1600
Phoenix, Arizona 85004

d. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 15 (Representations and Warranties), Section 9(h) (No Warranty), Section 16(b) (Insurance), Section 18 (Indemnification), Section 21 (Confidentiality and Publicity), Section 23(a) (Choice of Law), Section 23(b) (Arbitration and Attorneys’ Fees), Section 23(c) (Notices), Section 23(g) (Comparative Negligence), Section 23(h) (Pleas-Dedication of Facilities), Section 23(j) (Service Contract), Section 23(k) (No Partnership) Section 23(l) (Full Agreement, Modification, Invalidity, Counterparts, Captions) and Section 23(n) (No Third Party Beneficiaries); provided, however, that no surviving provisions shall alter either Party’s early termination rights under this Agreement.

e. **Further Assurances.** Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the
assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.

f. **Waiver.** Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time; provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A Party’s exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Purchaser or Seller shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.

g. **Comparative Negligence.** It is the intent of the Parties that where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.

h. **Plea-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party’s facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party’s performance under this agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use good faith efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller shall have the right to terminate this Agreement without further liability, and Seller shall remove the System in accordance with Section 12 of this Agreement.

i. **Estoppel.** Either Party hereto, without charge, at any time and from time to time, within five (5) business days after receipt of a written request by the other Party hereto, shall deliver a written instrument, duly executed, certifying to such requesting Party, or any other person specified by such requesting Party; (i) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of any such Party there are then existing any offsets or defenses in favor of such Party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not
to the knowledge of such Party the other Party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by the requesting Party. Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.

j. **Service Contract.** The Parties intend this Agreement to be a “service contract” within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser will not take the position on any tax return or in any other filings that is inconsistent with this intent and this section of the Code.

k. **No Partnership.** No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.

l. **Full Agreement, Modification, Invalidity, Counterparts, Captions.** This Agreement, together with any Exhibits, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.

m. **Forward Contract.** The transaction contemplated under this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.

n. **No Third Party Beneficiaries.** Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.

o. **Definitions and Interpretation.** Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words
“include,” “includes” and “including” mean include, includes and including “without limitation.” The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.

p. **Cancellation for Conflict of Interest.** Pursuant to A.R.S. Section 38-511, as applicable, the provisions which are incorporated herein by this reference, this Contract is subject to cancellation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement is, at any time while this Agreement is in effect, an employee or agent of any other Party to this Agreement in any capacity or a consultant to any other Party of this Agreement with respect to the subject matter of this Agreement.

q. **Retention and Inspection of Records.** The Seller shall retain, and shall contractually require each contractor and subcontractor to retain, all books, accounts, reports, files and other records relating to the performance of this Agreement for a period of five (5) years after the completion of this Agreement and to make such documents open for Purchaser's inspection and audit at reasonable times as requested by Purchaser.

r. **Nondiscrimination.** Seller agrees not to discriminate against any employee or applicant for employment, because of sex, race, religion, color, national origin, age or disability in violation of federal or state law. The Parties shall comply with Section 202 of Executive Order 11246, 41 CFR 60-1.4, 41 CFR 60-250.4 and 41 CFR 60-741.5(a) and Arizona Executive Order 99-4 prohibiting discrimination in employment, to the extent applicable to this Agreement.

s. **Non-Appropriation of Funds.** If either Party's performance under this contract depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then the Party experiencing the failure of funding may provide written notice of such failure to appropriate to the other Party and terminate this Agreement. Upon such termination, Purchaser shall be responsible to Seller for all Services furnished to date. Purchaser shall have no further obligations pursuant to this Agreement except that if this Agreement is terminated by Purchaser due to its inability to appropriate or otherwise make available funds adequate to fund its obligations under this Agreement in any fiscal year, then Purchaser agrees to enter into a separate License and Easement agreement, and sign a new memorandum of License and Easement and file it with the local Arizona land records office, whereby Purchaser would continue to grant to Seller the same License and Easement and access rights to the Premises as set forth in Section 10 herein so that Seller can continue to operate all of the Systems at the several sites and schools set forth herein for the remaining period of time that would have been the entire Term of this Agreement absent such termination (i.e., twenty (20) years after the Commercial Operation Date).
IN WITNESS WHEREOF, the Parties have made and entered into this Amended and Restated Solar Services Agreement as of the Effective Date.

**Purchaser:**

Dysart Unified School District No. 89

By:  
Name: Quinn Kellis  
Title: Assistant Superintendent

**Seller:**

Kennedy Partners, LLC

By:  
Name:  
Title:  

MTJ:mj 1915248.1 2/28/2013

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## Exhibits

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Exhibit 1</td>
<td>Contract Price</td>
</tr>
<tr>
<td>Exhibit 2</td>
<td>System Description; Scope of Work; Delivery Point</td>
</tr>
<tr>
<td>Exhibit 3</td>
<td>Form of Memorandum of License</td>
</tr>
<tr>
<td>Exhibit 3(a)</td>
<td>Legal Description of Premises</td>
</tr>
<tr>
<td>Exhibit 4</td>
<td>Form of Annual Savings Report</td>
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</table>
Exhibit 1
Contract Price

Purchaser: Dysart Unified School District No. 89 of Maricopa County
Seller: Kennedy Partners, LLC

Starting Price: $0.0895/kWh
Escalation Factor: 0.0115 applied annually at the fourth (4th) anniversary of the Commercial Operation Date

Term: 20 years

Anticipated Commercial Operation Date: July, 2014

Estimated System Annual Degradation Rate: 0.5%

Contract Price:

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<th>Estimated Productivity (kWh)</th>
<th>Contract Price ($/kWh)</th>
<th>Estimated Contract Billing</th>
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<td>$158,775</td>
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<td>20</td>
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<td>$175,181</td>
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Exhibit 2

System Description and Scope of Work

The System Configuration on the site and layout of the structures is attached to this Exhibit.

- Project Site Plan
- Equipment Locations
- Meter Location
- License Area

Additional Considerations of this proposal:

- All existing site features that are affected by the installation of the proposed system are to be protected, repaired, replaced or terminated.
- All asphalt in parking and drive areas affected by the installation of the proposed system is to be patched and restriped.
- All concrete walkways and/or curbing affected by the installation of the proposed system are to be replaced.
- Existing site lighting found to be in conflict with the proposed system is to be removed and terminated at the power source.
- Any and all live landscaping materials that are removed or terminated as a result of the installation of the proposed system are to be replaced or substituted in another location on the Purchaser’s property.
- Any necessary alterations or replacement of existing electrical Service Entrance Section will be made.

Project Design Documents will include:

- Equipment details and description
- Layout of installation, layout of equipment
- Selection of key equipment
- Specifications for equipment procurement and installation
- All engineering associated with structural and mounting details for the site
- Datasheets and Installation manuals of equipment components and subsystems
- Integration of solar PV system with other power sources
- Conformance to electrical grid interconnection requirements for net metering, grid tied
- Controls, monitoring and instrumentation
The table below is used to formulate the size of Photovoltaic Energy Generating System for the Dysart Unified School District. The combined photovoltaic system is approximately 1,100 kW DC STC in peak output size. That output rating will be the basis of design for the system inverters and transformers required to feed the power onto the electric utility grid.

**Western Peaks Elementary**
Approximate System Array Size – kW DC 550
Phoenix, Arizona – Estimated Solar Insolation – kWh/kWp 1,629 NREL/PV Watts
Estimated Year 1 Productivity – kWh 895,950 DC kW x Insolation
Estimated System Array Area - Square Feet 40,700 System Array Size

**Willow Canyon High School**
Approximate System Array Size – kW DC 550
Phoenix, Arizona – Estimated Solar Insolation – kWh/kWp 1,629 NREL/PV Watts
Estimated Year 1 Productivity – kWh 895,950 DC kW x Insolation
Estimated System Array Area - Square Feet 40,700 System Array Size

**Summary:**
Approximate System Array Size – kW DC STC 1,100 kW
Estimated Year 1 Productivity – kWh 1,791,900 kWh
Estimated System Array Area – Square Feet 81,400 SF

**Delivery Points: the delivery points are as follows:**

a) New solar revenue-grade meter installed at or near and tying into Switchgear SES at Western Peaks Elementary School at 18063 W. Surprise Farms Loop S, Surprise, AZ 85388;

b) New solar revenue-grade meter installed at or near and tying into Switchgear SES at Willow Canyon High School at 17901 W. Lundberg St., Surprise, AZ 85388;
The following table illustrates the long-term effect of a manufacturers’ published panel degradation rate. The selected product is a crystalline Silicon solar PV module, which is the basis of design for the proposed system.

<table>
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<th>System Age/Year</th>
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<th>5</th>
<th>10</th>
<th>15</th>
<th>20</th>
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<td>Production Efficiency</td>
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<td>98.01%</td>
<td>95.59%</td>
<td>93.27%</td>
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<tr>
<td>Annual Degradation Rate</td>
<td>0.50%</td>
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<td></td>
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</table>

The Seller will secure from governing agencies and the utility company all required rights, permits, approvals, and interconnection agreements at no additional cost to the Purchaser.

The Seller will complete and submit in a timely manner all documentation required to qualify each system for available rebates and incentives.

The Seller will supply and install all equipment required to interconnect the solar PV systems to the Purchaser’s distribution system. Seller will fulfill all application, study, and testing procedures to complete the interconnection process. All costs associated with utility interconnection shall be borne by the Seller.

The Seller will provide a turnkey data acquisition and display system that allows the Purchaser to monitor, analyze and display historical and live, solar electricity generation data for each installed site. The system will allow the Purchaser to track progress toward the renewable goal for each system as well as monitor performance against the projected solar production on a site-by-site basis. The regularly collected data should reflect, but not be limited to, the following:

- System performance
- System availability
- Average and accumulated output
- Production performance
Exhibit 3
Form of Memorandum of License
Memorandum of License

RECORDING REQUESTED BY  )
AND WHEN RECORDED  )
RETURN TO:  )

(spaced above this line reserved for recorder’s use)

MEMORANDUM OF LICENSE

THIS MEMORANDUM OF LICENSE is made and entered into the 18th day of December, 2013 by and between Dysart Unified School District No. 89 of Maricopa County ("Licensor") and Kennedy Partners, LLC ("Licensee").

A. Licensor is the owner of certain real property ("Premises"), located in the County of Maricopa, State of Arizona, described in Exhibit A attached to and incorporated herein by reference.

B. Licensor and Licensee are parties to a Solar Services Agreement dated as of December 18, 2013 (the "Agreement") under which Licensee has agreed to finance, design, develop, and operate a photovoltaic electric generating system ("System") for Licensor on the Premises.

C. Licensor and Licensee have executed and acknowledged this Memorandum of License and are recording the same for the purpose of providing constructive notice of the Agreement and Licensee’s rights there under. Capitalized terms used and not defined herein shall have the meaning ascribed to them in the Agreement.

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements of Licensor and Licensee contained in the Agreement and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

1. Licensor hereby grants to Licensee and to Licensee’s agents, employees and contractors an irrevocable, non-exclusive license running with the Premises (the "License") for access to, on, over, under and across the Premises as more particularly described in Exhibit A excepting the interior of any buildings (the "License Area") for the purposes of (a) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System; (b) performing all of Licensee’s obligations and enforcing all of Licensee’s rights as set forth in the Agreement; and (c) installing, using and maintaining electric lines and equipment, including inverters and meters, necessary to interconnect the System to Licensor’s electric system at the Premises and/or to the Utility’s electric distribution system or that otherwise may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System.

MTJ:mg 1915248.1 2/28/2013
2. The term of the License shall expire on the date that is ninety (90) days after the expiration of the Agreement.

3. The System shall at all times remain the personal property of Licensee and shall not be deemed to be a part of, or fixture to, the Premises. Licensor shall have no ownership, lien, security or other interest (including any lien that might otherwise be implied by law in the System, or in any profits or income derived therefrom).

4. Licensor shall not make any alterations or repairs to the System or the Premises that may adversely affect the operation and maintenance of the System. Licensor shall not make any alterations or repairs to the System, except that if License reasonably determines that the System requires an emergency repair, Licensor shall notify Licensee by telephone or electronic mail, and Licensee shall be responsible for such alteration or repair.

5. Licensor understands that unobstructed access to sunlight ("Insolation") for the System is essential to Licensee’s performance of its obligations and that such Insolation is a material term and condition of the Agreement. Licensor shall not in any way cause and, where possible, shall not in any way permit any interference with the System’s Insolation by Licensor or a third party. If Licensor becomes aware of any activity by a third party that could diminish the Insolation of the System, Licensor shall notify Licensee immediately and shall cooperate with Licensee in preserving the System’s existing Insolation levels.

6. The Agreement is for the additional purposes, is of the nature, and is subject to the requirements and limitations, set forth therein. The Agreement also contains various other covenants, obligations and rights of the parties, including, without limitation, provisions relating to payments, repairs and maintenance, ownership of tax credits, notices, outages, relocation and removal of the System, assignment and financing protections.

7. The Premises shall be held, conveyed, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth in the Agreement. License, and herein, which shall run with the Premises and each portion thereof and interest therein as equitable servitudes, and shall be binding upon and inure to the benefit of the parties and any other person or entity having any interest therein during their ownership thereof, and their respective grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them.

8. The terms, conditions and covenants of the Agreement and the License are incorporated herein by reference as though fully set forth herein. This Memorandum of License shall not be deemed to modify, alter or amend in any way the provisions of the License or the Agreement. In the event of a conflict between the terms of the License and/or the Agreement and this Memorandum, the terms of the License and/or the Agreement, as applicable shall control.

9. This Memorandum of License may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.
The undersigned have executed this Memorandum of License as of the date first written above.

LICENSOR:

Dysart Unified School District No. 89

By: ______________________

Name: Quinn Kellis

Title: Assistant Superintendent

STATE OF ARIZONA )
COUNTY OF ) ss.

On , 2013, before me , Notary Public, personally appeared , who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

____________________
Signature of Notary Public
LICENSEE:

Kennedy Partners, LLC

By: ______________________

Name: _____________________

Title: ______________________

STATE OF )
COUNTY OF ) ss.

On ___________, 2013, before me ______________________, Notary Public, personally appeared ______________________, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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________________________
Signature of Notary Public
Exhibit A

To the Memorandum of License

Legal Description of the Premises

Survey/Legal Description of License Area to follow execution of the SSA
Dysart Unified School District

December 18, 2013

Regular Governing Board Meeting

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

GOVERNING BOARD ITEM

**AGENDA ITEM:** *Recommendation to Approve the Agreement with Vector Resources for Video Surveillance Upgrades at Willow Canyon and Authorize the Assistant Superintendent for Support Services to Sign the Agreement and any Affiliated Documents*

<table>
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Cost: 

Funding Source: Parking Funds

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**EXECUTIVE SUMMARY:**

Administration recommends the Governing Board approve the agreement with Vector Resources for video surveillance upgrades for Willow Canyon High School.

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

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**BOARD ACTION REQUESTED:**

It is recommended that the Governing Board approve the agreement with Vector Resources and authorize the Assistant Superintendent for Support Services to sign the agreement and any affiliated documents.

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**SUBMITTED BY:**

**SUPERINTENDENT:**

**ACTION BY BOARD:** Motion: Second: Vote: AGENDA ITEM:
Dysart School District
17901 W Lundberg St
Surprise, AZ 85388

Project
Willow Canyon Video Surveillance UPGRD
Proposal 1 v2 Incl. 180 Degree Camera - Priority Six

Prepared For
Dysart School District

Prepared By
Jeffrey Peterson

Vector Resources Inc.
1515 W. University Drive, Tempe, AZ 85281
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   (SignatureRequired)
1.0 VectorUSA

1.1 Company Overview

VectorUSA ("Vector") is a leading converged telephony and enterprise network systems integration firm committed to delivering innovation. With over 20 years’ experience, we are a turnkey systems provider, specializing in the design and implementation of high performance networking solutions. We offer a wide range of services in the area of structured communications cabling, wireless networks, video surveillance, access control, Voice over Internet Protocol (VoIP), network security and remote monitoring.

Recognized widely for our engineering capabilities and management excellence, Vectors team consists of the four original partners and over 350 employees, including engineers, technical personnel, business development and customer service agents. Vector is headquartered in Torrance, CA, with branch offices in San Diego, Rancho Cucamonga and Tempe, AZ.

Vector’s certifications and partnerships allow us to serve as a full-service, turnkey solution provider. We maintain C7 & C10 electrical contractor licenses and a General Contractors “B” license. Our business partners include AMP (one of the largest ND&I contractors in the country), Ascom Wireless, Avaya, Cisco, HP Networking, Hirsch Electronics, PCSC, OnSSI, Sony Electronics, Intransa and other world class IT and security integration solution providers.

Vector holds several GSA contracts, including Schedule 70 – GS-35F-0505U, Schedule 84 – GS-07F-0206W, and Connections II – GS00Q12NSD0020. These contracts have supported our effort in simplifying solicitations and acquisitions as well as providing excellent past performance. We currently have active contracts and our doing business with GSA, Department of Homeland Security (LPOES), Department of Defense, Naval Medical, SPAWAR, US Navy, US Army, US Air Force and several other branches of the Federal Government.

2.0 Project

2.1 Overview

Vector is pleased to present the following proposal for Dysart School District’s, Willow Canyon video surveillance upgrade.

This proposal includes adding additional cameras at various locations and adding the necessary OnSSI NetDVMS camera channel licenses.

This proposal includes the option to include one 180 degree camera for Priority Six

The proposal does not include upgrading or adding additional storage.
3.0 Project Team

3.1

Vector will establish a project team comprised of several individuals with relevant knowledge and experience. An experienced Project Manager/Coordinator will head the project team to ensure the project is on schedule and within budget.

In addition to the core project team, Vector has over 350 employees with a full range of specialties that can be utilized to assist in the project as needed. Among these employee resources are Vector's quality control officials who will visit the project site throughout the duration of the project to ensure that the highest quality installation practices are being used.

Vector recommends that the client create its own project team prior to the project's implementation. This team will work in conjunction with Vector's team to determine the implementation schedule, establish policies and procedures, and decide how best to handle the distribution of information to client's staff members, technical issues, training, device management and maintenance, and system maintenance.

4.0 Codes and Standards

4.1

All work performed on this project will be installed in accordance with IEEE 802.11 Installation guidelines, the current edition of the NEC, NESC, Bicsi Telecommunications Distribution Methods Manual (TDMM), Bicsi Cabling Installation Manual, and the latest issue of the ANSI/TIA/EIA Standards, along with all state/local codes and ordinances.
5.0 Surveillance

5.1 Scope of Work

Vector proposes to add additional camera at the following locations. The additions are categorized by priority level.

Priority One

Building 700/800
  Two(2) Exterior IP Cameras
  Two(2) Interior IP Cameras

Priority Two

Building 700/800
  Two(2) Interior IP Cameras

Priority Three

Building 700/800
  One(1) Exterior IP Camera

Priority Four

Building 700/800
  One(1) Exterior IP Camera

Priority Five

Building 500/600
  One(1) Exterior IP Camera

Priority Six

Building 500/600
  Two(2) Exterior IP Cameras
  One(1) Exterior 180 Degree Camera

Priority Seven

Building 900
  One(1) Interior 180 Degree Camera

Proposal Includes:

  Cameras
  Camera Mounts
  Camera Licenses
  Cabling
  Installation, Programming, Focusing

Vector Resources Inc.

1515 W. University Drive, Tempe, AZ 85281
Items to be provided:

- POE Network Switches
- Storage Servers

6.0 Project Parameters

6.1 Access

Vector has access to all areas required to perform the proposed scope of work in a timely manner.

6.2 Change Order

Any work that is added to or deleted from the original scope of this proposal and which alters the original costs or completion date must be agreed upon by both parties in the form of a written change order.

6.3 Delays

The client must provide five working days’ advance notice of any factor that will delay this project or Vector will issue a work stoppage change order. Additionally, idle time incurred by Vector due to the absence of required escorts, clearance, permits, inability to enter the work place, delays by other trades or other factors beyond Vector’s control will be addressed with a written change order.

6.4 Work Days/Overtime

This work will be performed during Vector’s regular standard business hours of 7:00 a.m. to 5:00 p.m. Pacific Standard Time, Monday through Friday, except holidays. Work outside of regular business hours is available, but requires a written change order.

6.5 Schedule

Vector plans to implement this project in a continuous fashion or as outlined within the RFP. If any additional mobilization is required, as a result of a change in the project schedule, not caused by Vector, it will be addressed with a written change order.

6.6 Asbestos/Hazardous Materials

Vector assumes that the installation teams will be working in areas that will not contain asbestos or any other hazardous material that would require additional time or alternative installation procedures.

It is the responsibility of the client to give written notification to Vector, prior to the start of a project, of any asbestos contained material (ACMs) in or around the area of the project. In the event that ACMs are present prior to job commencement or if ACMs are encountered during the project, additional cost, damages and/or delays attributed to necessary procedures for working in this environment will be the responsibility of the client.

Vector Resources Inc.

1515 W. University Drive, Tempe, AZ 85281
6.7 Adequate Room
The client must provide adequate room for the installation of the proposed termination hardwired at the station and in the communications closets.

6.8 Storage Area
The client will provide a secured storage area inside the building for Vector's materials and tools.

6.9 Office Furniture
Vector will not be responsible for disassembling or moving desks or other office furniture to gain proper access to perform installation tasks.

6.10 Existing Conduit
The client is responsible for ensuring that the existing conduit/pathway is free and clear from defects. If the conduit/pathway is not free and clear from defects, the client will be responsible for making it free and clear.

Vector can assist with making the existing conduit/pathway free and clear if requested by the client in the form of a written change order.

6.11 Coring
If coring is necessary, it will be address with a written change order.

6.12 Project Coordination
Prior to implementing and/or acceptance of the project, verification of cabling pathway, cabling distances and wire closets must be done. This proposal includes estimated cable distances; any additional costs over and above what this proposal includes will be considered a change order.

This proposal was based on the information gathered from meetings and conversations. No site walk has been conducted. This information must be verified prior to implementing this project.

6.13 Taxes
Taxes will be billed on tax rates and guidelines at time of invoice.

Vector Resources Inc.
1515 W. University Drive, Tempe, AZ 85281
6.14 Extraordinary Service

Certain additional charges related to extraordinary levels of support or out-of-pocket costs incurred by Vector, through no fault of its own, will be reimbursable by the client under this agreement.

Examples of costs reimbursable under this section include, but are not limited to 1) shipping expenses related to unusual site handling expenses (e.g. extra distance, no loading dock, extra stairs, extra demurrage charges), 2) storage or special handling expenses incurred if an installation site is not able to accept delivery as scheduled, 3) expenses incurred by Vector to resolve network compatibility issues caused by a client’s election to substitute non-Vector provided equipment or services, and 4) expenses incurred by Vector for additional installation time and/or materials caused by a site not being prepared as called for in this proposal.

Vector shall promptly notify the client in writing of such charges. Notification will be provided, when feasible, prior to the incurrence of such charges, unless circumstances preclude such prior written notification (by way of example, but not limited to, unusual site handling charges). Provided the incurrence of such charges is not due to Vector’s fault or negligence, Vector shall be entitled to an equitable adjustment in the prices herein, the delivery schedule, or both to reflect such charges and any related delay.

6.15 Proprietary Information

The Information contained in this document is proprietary to Vector and intended to be used as evaluative and/or bidding information only. No part of this document may be disclosed, reproduced and/or distributed to anyone except the listed recipients within this package without written permission from Vector.
## DETAILED PRICING

### PRIORITY ONE B700 & B800

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**Vector Resources Inc.**

1515 W. University Drive, Tempe, AZ 85281
**Dysart School District**  
**Willow Canyon Video Surveillance UPGRD**  
**Proposal 1 v2 Incl. 180 Degree Camera - Priority Six**

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<td><strong>5,781.48</strong></td>
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</table>

**PRIORITY SEVEN B900**

<table>
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<tr>
<th>Item</th>
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<th>Material</th>
<th>Labor</th>
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</thead>
<tbody>
<tr>
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<td>180 Degree Drop Ceiling Camera Mount</td>
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<td>OnSSI Camera Channel Licenses</td>
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<td>Cat-5e Cable Plenum (L3)</td>
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<td>139.50</td>
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<td>Program &amp; Focus</td>
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**VECTOR SERVICES**

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<tr>
<td>Mobilization</td>
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<td>0.00</td>
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<td><strong>Sub-Total</strong></td>
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<td><strong>0.00</strong></td>
<td><strong>770.00</strong></td>
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</table>

**Project Sub-Total**  
Sales Tax  
Project Total  
15,749.95  
6,432.50  
22,182.45  
1,307.25  
23,489.70

Vector Resources Inc.  
1515 W. University Drive, Tempe, AZ 85281
TERMS AND CONDITIONS OF CONTRACT

TERMS AND CONDITIONS

All work is to be completed in a workmanlike manner according to standard practices. All material is to be as specified. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over the estimate. All agreements contingent upon strikes, accidents or delays beyond our control will be settled in a formal agreement. Owner is responsible to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

PAYMENT REQUIREMENTS

This proposal pricing is only valid for 30 days. Upon acceptance a purchase order and 50% deposit is required and due prior to commencement of work. Monthly progress invoices will be generated based on percentage of completion and due Net 30. Balance will be invoiced upon substantial completion and due Net 30.

Dysart School District
17901 W Lundberg St
Surprise, AZ 85388

Job Total  $23,489.70

Vector Resources, Inc. Authorized Signature  Date

ACCEPTANCE OF PROPOSAL

The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature  Date

Print Name
Dysart Unified School District December 18, 2013 Regular Governing Board Meeting

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

GOVERNING BOARD ITEM

AGENDA ITEM: *Recommendation to Approve the ACT License and Services Agreement and Authorize the Associate Superintendent for Academic Services to Sign the Agreement and any Affiliated Documents

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

Cost: ___________________ Funding Source: M&O

EXECUTIVE SUMMARY:
Administration recommends the Governing Board approve the license and services agreement with ACT for testing and assessment materials.

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

BOARD ACTION REQUESTED:
It is recommended that the Governing Board approve the license and services agreement with ACT and to authorize the Associate Superintendent of Academic Services to sign the agreement and any affiliated documents.

SUBMITTED BY: ___________________ SUPERINTENDENT: ___________________

ACTION BY BOARD: Motion: _______ Second: _______ Vote: _______ AGENDA ITEM: _______
License and Services Agreement

SECTION A: Customer/Institution details:
Customer/Institution Name

Customer Address

City State Zip Code

Telephone Fax E-Mail

Person to Contact Position

Direct Telephone Direct Fax

SECTION B: Services: As set forth in Exhibit 1 (Description of Services) attached to this Agreement and incorporated by reference and relating to the following program(s):

☐ EXPLORE®
☐ PLAN®
☐ ACT®
☐ ACT® Plus Writing
☐ ACT® Online Prep
☐ ACT® Practice Tests
☐ WorkKeys® Paper & Pencil Assessments
☐ WorkKeys® Practice Tests
☐ CAAP

SECTION C: Fees: As set forth in Exhibit 2 (Fees) attached to this Agreement.

SECTION D: Term: The term of this Agreement shall be from ___ through ____.

SECTION E: Terms and Conditions: This Agreement is subject to the attached Terms and Conditions, which are incorporated by reference.

SECTION F: Signatures: By signing below, the parties' authorized representatives hereby indicate their agreement to the terms and conditions of this Agreement.

ACT, Inc.

By: __________________________ Name: __________________________ Date: __________

Title: __________________________

By: __________________________ Name: __________________________ Date: __________

Title: __________________________

By: __________________________ Name: __________________________ Date: __________

Title: __________________________

For Office Use Only

Purchase Agreement Number: ______

For Office Use Only

Return In Full To:
Contract Manager
Client Relations (11)
ACT, Inc.
500 ACT Drive
Iowa City, IA 52243

Rev 2012-2012/3/28
TERMS AND CONDITIONS

ACT and the Customer agree as follows:

1. Definitions. As used in this Agreement, the following terms shall mean:

(i) "ACT" means ACT, Inc.

(ii) "Agreement" means this License and Services Agreement, including all amendments and modifications.

(iii) "Assessments" means the assessments and services described in Exhibit 1 to this Agreement.

(iv) "Customer" means the party named in Section A of this Agreement.

(v) "TCA" means these terms and conditions.

2. Term. The term of this Agreement shall be as set forth in Section D of this Agreement ("Term"), subject to earlier termination, as set forth in Paragraph 11 of these TCA.

3. Assessments and Services. ACT agrees to provide, subject to the terms and conditions provided in this Agreement, the Assessments and Services.

4. Payment Terms. Customer agrees to pay ACT the amounts set forth in Exhibit 2 to this Agreement for the delivery of the Assessments and Services. Customer shall make all payments within thirty (30) days of receipt of an invoice from ACT, unless otherwise set forth in Exhibit 2. All invoices shall be sent to the Customer at the address listed in Section A of this Agreement unless otherwise specified herein.

5. Ownership of Materials. ACT owns the Assessments, including all testing materials, documentation, related materials, and all intellectual property rights therein (collectively, the "ACT Materials"). Customer does not acquire any right, title, or interest in or to the ACT Materials. ACT shall not copy, modify, enhance, reverse engineer, or make any additions to the ACT Materials. The ACT Materials are licensed, not sold. Customer may not sell or otherwise transfer the ACT Materials to any other person, provided however that Customer may provide the Assessments to authorized examiners and its personnel solely for testing and interpretation purposes.

6. Confidentiality. Customer agrees that neither it nor its employees shall at any time during or following the Term, either directly or indirectly, publish, disclose or otherwise disclose to any person, organization, or entity in any manner whatsoever any ACT Materials, except as strictly necessary for Customer to use the ACT Materials for its intended purpose under this Agreement. Customer shall protect the ACT Materials in accordance with ACT's procedures and using a standard of care appropriate for secure test materials. All ACT Materials shall be and remain the property of ACT notwithstanding the subsequent termination of this Agreement. The ACT Materials shall, within ten (10) days of ACT's request, be returned to ACT (including any copies thereof).

7. Testing Procedures. For assessments not directly administered by ACT employees, Customer agrees to administer the Assessments in accordance with all policies and procedures provided by ACT. If applicable, Customer agrees that all ACT Materials will be returned in accordance with the policies and procedures provided by ACT, for scoring and processing. Customer agrees to fully cooperate with ACT, and cause those individuals involved in the administration or preparation for the Assessments ("Administration Staff") to fully cooperate with ACT, in the event of a test security incident. Customer acknowledges that failure to maintain the confidentiality of the assessments will result in damages to ACT and may require ACT to develop a replacement form. Accordingly, if through the fault of Customer or Administration Staff, the security of an assessment is compromised, Customer agrees to pay ACT the costs of developing a new form in addition to any other remedies under the law. ACT may, in its sole and absolute discretion, cause scores in cases of testing irregularities, which may include without limitation, use of a compromised test form, falsification by an examinee of its identity, impersonation of another examinee, or similar unusual answers in the assessment or the test of any individual taking the test, to be disallowed by ACT without notice to the examinee.

8. Data. The parties acknowledge and agree that ACT may use and disclose the data collected from the administration of the Assessments, as set forth in ACT's data usage policies, as amended from time to time.

9. Limitation on Damages. ACT's liability for damages arising out of or in connection with this Agreement shall not exceed the amount Customer has paid ACT during the Term. In no event shall ACT be liable to Customer for special, indirect, incidental, punitive, exemplary, or consequential damages.

10. Warranty and Limitations. ACT WARRANTS THAT THE ASSESSMENTS HAVE BEEN DEVELOPED IN ACCORDANCE WITH AND THE SERVICES WILL BE PERFORMED IN A MANNER CONSISTENT WITH INDUSTRY STANDARDS, EXCEPT AS SET FORTH IN THIS SECTION, ACT EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE, EXPRESS OR IMPLIED AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE.

11. Termination. Either party may terminate this Agreement upon written notice to the other party in the event that other party breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach. This Agreement may also be terminated without cause at any time by either party giving thirty (30) days written notice to the other. Customer shall pay ACT for all Assessments and Services delivered through the date of termination. Upon the expiration or termination of this Agreement, the obligations set forth in Paragraphs 5, 6, 8, 9, 10, and 11 of these TCA shall survive.

12. Relationship of the Parties. The parties to this Agreement are independent contractors. Neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other.

13. Force Majeure. ACT shall not be liable to Customer for any delay or failure to perform, which delay or failure is due to causes or circumstances beyond its control, including, without limitation, natural disasters, fire, floods, epidemics, or catastrophe, acts of God, governmental authorities, or parties not under the control of ACT, insurrection, war, riots, or failure of transportation, communication, or power supply. ACT shall exercise commercially reasonable efforts to mitigate the extent of the causative delay or failure and its adverse consequences; provided, however, that should any delay or failure continue for more than sixty (60) days, the Agreement may be terminated by either the other party upon notice to the other.

14. Assignment and Subcontracts. This Agreement may not be assigned by Customer without the express prior written consent of ACT. No permitted assignment shall relieve Customer hereof of its obligations prior to the assignment.

15. Entire Agreement. This Agreement (including all exhibits to this Agreement and agreements referenced herein) constitutes the entire agreement between the parties with respect to the subject matter hereunder and supersedes all other prior agreements and understandings, both written and oral. The terms and conditions contained in this Agreement are the only conditions applicable to the delivery of the Assessments and Services. ACT expressly objects to and rejects any additional or additional terms included in Customer's request for proposal, quotation, purchase order, acknowledgment form, or other documents that purport to bind the parties. Customer agrees that no additional or additional terms and conditions, which are set forth in separate license agreements. No waiver, consent, modification, or amendment to this Agreement shall be binding unless in writing and signed by both parties.

16. Notices. Notices under this Agreement shall be deemed to be adequate and sufficient if given in writing and delivered via (a) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three business days following deposit to U.S. mail; or (b) a nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one business day following delivery to such nationally recognized overnight air courier. All notices shall be sent to ACT at the following address: ACT, Inc. 1000 ACT Drive, P.O. Box 108, Iowa City, Iowa 52245-0108, Attention: CFO, Fax: (319) 341-2760. All notices shall be sent to Customer at the address set forth in Section A of this Agreement.

17. Authorization. Each party represents and warrants (a) that it has the requisite authority to enter into this Agreement; and (b) that the individual(s) signing this Agreement on behalf of such party is(are) authorized to do so.
REQUEST FOR QUOTATION
Quotation No. 14-025A
ACT PLAN Test Materials for 10th Grade Only

Quotations will be received until October 23, 2013 at 2:00 p.m. local time.

Dysart Unified School District
District #89
Purchasing Department
13825 W. Desert Cove Rd.
Surprise, Arizona 85379

Date: October 18, 2013

THIS IS NOT A PURCHASE ORDER

The terms and conditions on the following pages should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, but exclude applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces provided. Return the quotation by the above time and date to the above address or responses may be faxed or emailed to Contact.

DELIVERY: 13825 W. Desert Cove Rd.
LOCATION: Surprise, Arizona 85379
CONTACT: Charles Hunker Senior Buyer
PHONE: (623) 876-7898
FAX: (623) 876-7090
EMAIL: charles.hunker@dysart.org

VENDOR NOTICE

Additional Information/Requirements:

- ACT Test Materials for 10th Grade Only for 1,990 Students.

- PURPOSE:

The purpose of this Request for Quotation is to enter into a contract with a qualified Supplier to provide ACT Test Materials for our 10th Grade Only, throughout the 2013/2014 school year

<table>
<thead>
<tr>
<th>Line #</th>
<th>Qty.</th>
<th>Unit</th>
<th>Description</th>
<th>Each Cost</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>1</td>
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<td>cn</td>
<td>ACT PLAN Test Materials for 10th Grade Only for 1,990 Students</td>
<td>$12.95</td>
<td>$25,770.50</td>
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</tbody>
</table>

Total Cost: $25,770.50

Implementation and staff training shall be completed within _____ calendar days after receipt of purchase order.

_____ full days of staff training shall be provided.

Additional Comments:

NOTE REGARDING TERMS AND CONDITIONS:

This bid is conditioned on using ACT standard terms and conditions and that the referenced Dysart terms and conditions above will not be used.

ACT, Inc. is the sole source and owner of the ACT Plan and all assessment test items, scoring algorithms, reporting, and research services, and is the sole source for all related ACT materials. These materials are protected by copyright and trademark and must be ordered directly from ACT, Inc.

ACT's response to this proposal includes the introduction of the off-the-shelf solutions. The terms for such solutions would be integral to the proposed contract and would be incorporated therein.

ACT's standard terms and conditions for its solutions will be the controlling document(s) for any contract awarded as part of this bid. Any terms and conditions stated in this bid package that are inconsistent with ACT's terms and conditions for its products will be negated in good faith with the school district as part of the contract process.

A copy of ACT's standard terms and conditions is attached.
**GOVERNING BOARD ITEM**

**AGENDA ITEM:** *Recommendation to Approve Personnel Action Items for the Period of December 4, 2013 Through December 18, 2013*

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

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

**EXECUTIVE SUMMARY:**

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

**BOARD ACTION REQUESTED:**

It is recommended the Governing Board approve personnel actions for December 4, 2013 through December 18, 2013 as presented.

**SUBMITTED BY:** [Signature]

**SUPERINTENDENT:** [Signature]

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

CERTIFIED STAFF

<table>
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<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
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</thead>
<tbody>
<tr>
<td>Combs, Sara</td>
<td>Teacher</td>
</tr>
<tr>
<td>Dudley, Stephanie</td>
<td>Teacher</td>
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</table>

CLASSIFIED STAFF

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
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</thead>
<tbody>
<tr>
<td>Arroyo-Castro, Christine</td>
<td>Instructional Assistant SC</td>
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<tr>
<td>Bone, Mark</td>
<td>School Bus Driver</td>
</tr>
<tr>
<td>Flores, Linda</td>
<td>Child Care Aide</td>
</tr>
<tr>
<td>Fraire, Gabino</td>
<td>Receiving/Property Control Technician</td>
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<tr>
<td>King, John</td>
<td>Bus Aide</td>
</tr>
<tr>
<td>Lopez, Christopher</td>
<td>Child Care Aide</td>
</tr>
<tr>
<td>Mendoza, Maria</td>
<td>Instructional Assistant</td>
</tr>
<tr>
<td>Merriman, Gwen</td>
<td>Bus Aide</td>
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<tr>
<td>Ruiz, Patricia</td>
<td>Child Care Aide</td>
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<tr>
<td>Smith, Mark</td>
<td>Attendance Records Technician</td>
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CLASSIFIED EXEMPT STAFF

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<tbody>
<tr>
<td>Miller, Artis</td>
<td>Office Manager</td>
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REQUEST FOR EXTENDED LEAVE

CERTIFIED STAFF

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<tbody>
<tr>
<td>Torres, Sarah</td>
<td>11/04/2013 - 05/23/2014</td>
<td>Teacher</td>
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CLASSIFIED STAFF

<table>
<thead>
<tr>
<th>NAME</th>
<th>DATES</th>
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</thead>
<tbody>
<tr>
<td>Laureles, Josephine</td>
<td>10/22/2013 – 03/31/2014</td>
<td>Food Service Worker</td>
</tr>
<tr>
<td>Ross, Jerilyn</td>
<td>09/27/2013 – 02/03/2014</td>
<td>Security Guard</td>
</tr>
<tr>
<td>Vasquez, Rodolfo</td>
<td>05/03/2013 – 03/01/2014</td>
<td>Skilled Maintenance</td>
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</table>
RESIGNATION

**CERTIFIED STAFF**

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<th>REASON</th>
<th>EFFECTIVE</th>
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<tbody>
<tr>
<td>Swearingen, Morgan</td>
<td>Personal/Administration Supports Waiver of Liquidated Damages</td>
<td>12/20/2013</td>
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**CLASSIFIED STAFF**

<table>
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<tr>
<th>NAME</th>
<th>REASON</th>
<th>EFFECTIVE</th>
</tr>
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<tbody>
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<td>Allen, Michael</td>
<td>Personal</td>
<td>12/19/2013</td>
</tr>
<tr>
<td>Chatmon, Jennifer</td>
<td>Not Returning from LOA</td>
<td>12/11/2013</td>
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<tr>
<td>Heath, Breeze</td>
<td>Personal</td>
<td>12/02/2013</td>
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<td>Johnson, Iesha</td>
<td>Personal</td>
<td>12/06/2013</td>
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<tr>
<td>Porter, Aimee</td>
<td>Personal</td>
<td>12/10/2013</td>
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<tr>
<td>Sirochman, Ann</td>
<td>Personal</td>
<td>12/19/2013</td>
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RESIGNATION CORRECTION

**CLASSIFIED STAFF**

<table>
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<tr>
<td>Harris, Dana</td>
<td>Retirement</td>
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TERMINATION

**CLASSIFIED STAFF**

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<tr>
<th>NAME</th>
<th>REASON</th>
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</thead>
<tbody>
<tr>
<td>Fitzgerald, Lori</td>
<td>Failure to Provide Accurate Information for Employment</td>
<td>12/09/2013</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL COMPENSATION

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

Bamhurst, Damon  Keough, Tracee  Spanos, Michael
Bedolla, Xavier  Sanchez, Ezra  Sullivan, Steve
Beuthin, Kevin  Schrader, Susan  Thursam, Jeffrey
Esh, Rebecca  Sehr, Trevor
Garcia, Stephanie  Smith, Sarah
Staff will be paid per MOU for AIA State Play-offs Coach.

Eberlein, John

Staff will be paid per MOU for Grade Level Chair.

Barndt, Maureen                  Lawler, Susan                        Ridley, Toni
Glen, Shannon                    Nitschke, Elizabeth                 Sterba, Susan
Hintz, Anette                    Piniewski, April                   
King, Ashleigh

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

Marose, Jimmy                     Mather, Sheldon

Staff will be paid per MOU for Language Acquisition Mentor.

Walters, Kim

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

Di Nello, Jennifer               Renyer, Jeri

Staff will be paid for Additional Hours Classified.

Avaux, Kaylan                    Jones, Jr., Benny                   Roemen, Eileen
Bishop-Moehr, Bethany            Judd, Vickie                        Rudder, Madonna
Booth, Warren                    Latschar, Jerry                     Salazar, Rita
Breit, Andrew                    Morales-Boling, Melissa            Sanchez, Ricardo
Brown, Tammy                     Nelson, Toni                        Settle, Guadalupe
Cano, Elvia                      Nyitray, Silvia                     Spraggins, Cecilia
Ewing, Jennifer                  Pena, Carla                         Williams, Frances
Heard, Rubina                    Quagliano, Daniel
Izaguirre, Juan                  Rocha, Jacqueline

Staff will be paid per MOU for Online Course Creator.

Fleck, Marne

Staff will be paid through Special Education for Additional Days.

Cardon, Enrique                  Henrietta, Danielle                Mithelavage, Angel
Davis, Jennifer                  Jones, Megan                        Murphy, Erin
Gurley, Sarah                    McCarthy, Kady

Staff will be paid for Additional Hours Certified.

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

Lawler, Susan                    Reinhard, Debra
Peterson, Terri                  Sterba, Susan

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

Featherstone, Heather           Helmick, Nicholas
Zinck, Nancy

Staff will be paid per MOU for Teaching and Tutoring.

Renteria, Elisabeth             Tedesco, Linda
"Power in the preparation...Excellence in the journey...Success for a lifetime..."

GOVERNING BOARD ITEM

AGENDA ITEM: *Recommendation to Terminate Employment – Classified Staff – 2013-2014 School Year

Action/Consent X Action/Discussion Information Supporting Data

Cost: N/A Funding Source: N/A

EXECUTIVE SUMMARY:

Administration is recommending the termination of Mr. Brian Isabell, Maintenance Worker, pursuant to Governing Board Policy Section 7.64, Discipline, Suspension and Dismissal of Support Staff Members, for violation of Governing Board Policy Section 7.4, Staff Conduct. The termination will be effective December 24, 2013.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the termination of Brian Isabell effective December 24, 2013.

SUBMITTED BY: SUPERINTENDENT:

ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM: 5
AGENDA ITEM: *Approval of the Minutes of the December 4, 2013 Regular Governing Board Meeting

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

Cost: N/A  Funding Source: N/A

EXECUTIVE SUMMARY:

It is recommended the Governing Board approve the minutes of the December 4, 2013 Regular Governing Board Meeting.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the minutes of the December 4, 2013 Regular Governing Board Meeting.

SUBMITTED BY:  SUPERINTENDENT:  

ACTION BY BOARD:  Motion:   Second:   Vote:   AGENDA ITEM: 6
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, Mr. Jerry Eynon, Ms. Jennifer Tanner, Mrs. Bonnie Schroader and Ms. Blossom Tande.

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

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

4. Summary of Current Events

   a. Presentations, Recognitions, Celebrations
   - The Sunset Hills/Western Peaks 6-8 Bands performed under the direction of Gary Branaman.
   - Mrs. Bonnie Schroader was presented with the ASBA Associate of Boardsmanship Award given to those members who complete 60 CEUs of ASBA Core Curriculum.
   - Superintendent Update – Dr. Pletnick thanked Mrs. Schroader for her commitment to Board work and congratulated her on completing the 60 CEUs and receiving the ASBA award. Dr. Pletnick reported she will represent the District at the National Staff Development Conference in Dallas, TX next week and will co-present information on "Providing Leadership for 21st Century Schools and Districts" with a superintendent from Illinois. She was recently contacted by an education researcher working with the Office of Education Technology in the U.S. Department of Education who is leading a project to develop a research brief on how technology can be used to support personalized learning opportunities for students. A Summit will be held on this topic and she was invited to attend as a presenter. She had to decline due to other commitments but they are still interested in highlighting Dysart at the Summit by creating a two-page overview of our efforts and any lessons learned. It will be interviewed as well as a building-level leader and 2-3 teachers. The interviews will be completed between now and January 17th. This type of recognition speaks to the dedication of our staff to prepare students for college and careers in this new century.

   b. Governing Board Update
   - Ms. Traci Sawyer-Sinkbeil congratulated the Valley Vista Unified Special Olympics football team for their recent win at the National Invitational Tournament. She reported attending the ASBA/AASBO webinar where historical data was presented on bond and override election results; what strategies were successful and not successful.
   - Jennifer Tanner reported she met with Ms. Sawyer-Sinkbeil and Dr. Pletnick to review and finalize a Rachel’s Challenge presentation intended to introduce the community to Rachel’s Challenge and generate involvement with the District. The information will be presented to the Board at a future meeting.
   - Jerry Eynon encouraged the students to continue their involvement in music and the arts. He said, “It was a real pleasure to listen to the young people tonight”.
   - Blossom Tande remarked she is thankful for the teachers and schools and for all they do to nurture student success academically, in the arts, in athletics and development of their leadership skills.
5. Audience with Individuals or Groups - NONE

**ACTION/CONSENT**

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

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**ACTION/CONSENT**

1. Recommendation to Approve a List of Hearing Officers for the Purpose of Student Discipline Hearings for the Remainder of the 2013 Calendar Year Approved as presented UNANIMOUS

2. Recommendation to Approve Personnel Action Items for the Period of November 20, 2013 Through December 4, 2013 Approved UNANIMOUS

3. Revision of the District School Calendar for the 2014-2015 and 2015-2016 School Years Approved as presented. UNANIMOUS

4. Approval of the Minutes of the November 14, 2013 Arizona Education Foundation Luncheon and Awards Presentation and the November 20, 2013 Regular Governing Board Meeting Approved UNANIMOUS

5. Hearing Officer’s Recommendation(s) for Long Term Suspension
   Accepted the Hearing Officer’s recommendation to long term suspend student(s) in the matter of Student Discipline Hearing(s) HOR1314-004, HOR1314-005, HOR1314-006, HOR1314-007, and HOR1314-008. UNANIMOUS

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

7. Donations, Gifts and Grants Approved as presented. UNANIMOUS

8. Approval/Ratification of Expense Vouchers 1022 and 1023 in the Amount of $3,606,867.17 Approved/Ratified UNANIMOUS

9. Approval/Ratification of Payroll Vouchers 26, 7559, 27, 28, 7560, 29, 7561, 30 and 7562 in the Amount of $5,680,510.77 Approved/Ratified UNANIMOUS

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**ACTION/DISCUSSION**

10. Revision of the Student Fee Schedule for 2013-2014
    After discussion, a motion by Tanner/Eynon was entered to approve the revision to the Student Fee Schedule for 2013-2014 to include the high school and elementary fee for student travel. UNANIMOUS
11. Recommendation for Approval of the Strategic Plan 2014-2017

After discussion, a motion by Schroder/Sawyer-Sinkbeil was entered to approve the 2014-2017 Strategic Plan as presented. Dr. Pletnick reported the District has been working on revision of the plan since March 2013 when the data gathering process began with a survey and has continued by tapping into the experience and expertise of our Dysart Community through the action teams who helped revise the goals and collect input from the community. The plan represents the voices of stakeholders across the district and is presented for adoption. Next steps include a plan roll out and then full implementation for the 2014-2015 school year.

INFORMATION

12. Boundary Advisory Committee Update

Dr. Kellis shared information regarding the process used to develop recommendations for boundary changes as well as information about committee meetings, Governing Board presentations, public hearings, and adoption of boundary changes. In addition, he shared the information presented to the advisory committee for their review and comment including plan options for boundary changes. The next step will be a Public Hearing on Wednesday, December 11, 2013. Dr. Kellis indicated Option B is recommended as the best option for the district as it has the least impact on currently enrolled students and is the best financial option. An item will be on the December 18th agenda recommending approval of boundary changes for the 2014-2015 school year. The Governing Board asked clarifying questions and received input from staff regarding the information presented.

13. Discussion Regarding Scheduling a Special Session to Discuss the Superintendent’s Mid-Year Progress Evaluation

Dr. Pletnick suggested the Mid-Year evaluation presentation and executive session could be held at the January 8, 2014 meeting of the Board. The presentation and executive session will be a part of the January 8th meeting.


Dr. Pletnick reported training this year will be held on Monday, December 9th facilitated by AEA representative, Renae Costa. IBA meetings will not be scheduled until February, 2014, when we have a better understanding of the direction the Governor and legislators are going with budget and funding. However, discussions about non-budget items will begin prior to February. Representatives for IBA are:

Cabinet/Facilitators:
Quinn Kellis, Cinthi Miller, Jim Dean, Teresa Heatherly, Patti Buck (either Teresa or Patti will serve as an alternate)

DEA representing 47% of the certified staff in the district:
Nikki Frye, Christina Garcia, Julie Halleck and Justine Palmer

DSAA representing 63% of the site administrators:
Therese Tipton, Karen Winterstein, Michael Hawkins, Steve Pierce, and Scott Kerr (one of them will serve an alternate)

DESP representing 3% (34 members) of the support staff:
Ginger Nesbitt and alternate, Rosemary Swierk
REQUESTS FOR FUTURE AGENDA ITEM(S)
None

ADJOURNMENT
On a motion entered by Sawyer-Sinkbeil/Schroader and by a unanimous vote, the meeting ended at 7:58 p.m.

Signed

Date:

_________________________________________ December 18, 2013
AGENDA ITEM: *Hearing Officer’s Recommendation(s) for Long Term Suspension

Action/Consent X Action/Discussion Information Supporting Data ___

Cost: N/A Funding Source: N/A

EXECUTIVE SUMMARY:

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

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

HOR1314-009

BOARD ACTION REQUESTED:

It is recommended the Governing Board accept the Hearing Officer’s recommendation to long term suspend student(s) in the matter of Student Discipline Hearing(s) HOR1314-009.

SUPERINTENDENT: [Signature]

SUBMITTED BY: [Signature]
### HEARING OFFICER'S RECOMMENDATION(S)

<table>
<thead>
<tr>
<th>DISCIPLINE HEARING NO.</th>
<th>HEARING DATE</th>
<th>HEARING OFFICER</th>
<th>SCHOOL</th>
<th>CHARGES</th>
<th>HEARING OFFICER'S ORDER</th>
<th>TERM</th>
<th>ASSIGNMENT TO ALTERNATIVE PROGRAM</th>
<th>RETURN TO SCHOOL</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOR1314-009</td>
<td>12/4/2013</td>
<td>B. Surloff</td>
<td>VVHS</td>
<td>Drug Use/Possession</td>
<td>Long Term Suspension</td>
<td>Remainder of 2013-2014 school year</td>
<td></td>
<td>8/6/14</td>
</tr>
</tbody>
</table>
AGENDA ITEM: *Recommendation for Approval of Adoption of High School Curriculum for Key to Your Future 1-2 and Authentic Applications 3-4 for the CTE Program, Software Development Course

EXECUTIVE SUMMARY:

In support of Governing Board Policy Section 9.5, dealing with curriculum adoption, curriculum guides and course outlines, a new curriculum has been developed for newly developed high school courses. The curriculum has been written and aligned to the Arizona Career Technical Education Technical Standards. The curriculum will assist teachers in developing units of study, individual lesson plans, and approaches to instruction that will serve the needs of the students.

Please see attached curriculum:

- Key to Your Future 1-2
- Authentic Applications 3-4

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the adoption of high school curriculum for Key to Your Future 1-2 and Authentic Applications 3-4.

SUBMITTED BY: [Signature]  SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____  Second: _____  Vote: _____  AGENDA ITEM: _____
# Pacing Guide
## Key to Your Future 1-2

<table>
<thead>
<tr>
<th>Quarter 1 Units</th>
<th>Quarter 2 Units</th>
<th>Quarter 3 Units</th>
<th>Quarter 4 Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit 1 - Development/evolution of computers and IT Weeks 1-3</td>
<td>Unit 3 – Maintain a safe, green IT work environment Weeks 5-6</td>
<td>Review 1st. semester – Week 10</td>
<td>Unit 7 – Demonstrate program analysis and design Weeks 14-15</td>
</tr>
<tr>
<td><strong>Unit 2 – Apply problem solving and critical thinking skills to IT Week 4</strong></td>
<td>Unit 4 – Recognize security issues related to IT Weeks 7-8</td>
<td>Unit 5 – Explore legal and ethical issues related to IT Weeks 11-12</td>
<td>Unit 8 – Create a program using software Week 16</td>
</tr>
<tr>
<td><strong>Review and test – Week 9</strong></td>
<td><strong>Unit 6 – Basic computer mathematics for IT Week 13</strong></td>
<td><strong>Unit 9 – Test and debug to verify program operation Week 17</strong></td>
<td><strong>Review and test Week 18</strong></td>
</tr>
</tbody>
</table>

*See iPlan for content examples*
**Big Ideas**

Computers have developed and changed through the years starting with mainframes and now, we have mobile/hand held devices. Computers are now networked leading to huge impacts on our ways of doing business. This evolution will continue.

**Standards**

Standard 6.0 Describe the development/evolution of computers and information technology

**Content/Core Ideas**

History of computing
Types/characteristics of computers through time
Computer components
Computer functions
Computer networking
Computers and their impacts on modern life
Information technology
Future trends in information technology

**Skills**

Research skills
Technical reading
Note taking
Summarizing
Paraphrasing
Prewriting
Writing a draft
Organizing
Revising
Writing the final narrative

**Academic Vocabulary**

mainframe
CPU
hard drive
RAM
PC
networking
hand holds
paraphrase
prewriting
summarizing
components
IT
ethernet
monitor
laptop
docking station
mouse
thumb drive
USB port
tablet
<table>
<thead>
<tr>
<th>Essential Questions</th>
<th>New Century Learner Skills</th>
</tr>
</thead>
<tbody>
<tr>
<td>How have computers changed over time?</td>
<td>Communication and collaboration</td>
</tr>
<tr>
<td>Why is it necessary to network computers?</td>
<td>Critical thinking</td>
</tr>
<tr>
<td>What are future trends in computing?</td>
<td>Digital citizenship</td>
</tr>
<tr>
<td>How have computers impacted everyday life?</td>
<td>Technology operations and concepts</td>
</tr>
<tr>
<td></td>
<td>Research and information fluency</td>
</tr>
</tbody>
</table>
## Curriculum Map for Unit 2 – Key to Your Future 1-2
(See iPlan for examples of content for curriculum maps)

<table>
<thead>
<tr>
<th>Big Ideas</th>
<th>Standards</th>
<th>Content/Core Ideas</th>
<th>Skills</th>
<th>Academic Vocabulary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Methods of establishing priorities</td>
<td>Standard 1.0: Apply problemsolving and critical thinking skills to information technology</td>
<td>Establishing priorities systematically Development of a “Plan of Work” Scheduling IT tasks Utilizing multiple types of problem-solving skills Identifying the purposes, types, and content of documentation</td>
<td>Prioritization skills Research skills Technical reading Note taking Summarizing Organizing Scheduling techniques in a variety of contexts Problem solving Documentation skills</td>
<td>problem solving scheduling plan of work prioritization documentation</td>
</tr>
<tr>
<td>Essential Questions</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>--------------------</td>
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</tr>
<tr>
<td>What are the key methods used to establish priorities?</td>
<td></td>
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</tr>
<tr>
<td>What are the essential elements that are components of a Plan of Work?</td>
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</tr>
<tr>
<td>What criteria are used to efficiently schedule IT tasks?</td>
<td></td>
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</tr>
<tr>
<td>What are 4 problem solving processes?</td>
<td></td>
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</tr>
<tr>
<td>What are the purposes, types, and content of documentation?</td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>New Century Learner Skills</th>
</tr>
</thead>
<tbody>
<tr>
<td>Communication and Collaboration</td>
</tr>
<tr>
<td>Critical thinking</td>
</tr>
<tr>
<td>Digital Citizenship</td>
</tr>
<tr>
<td>Technology operations and concepts</td>
</tr>
<tr>
<td>Research and Information fluency</td>
</tr>
</tbody>
</table>
# Curriculum Map for Unit 3 – Key to Your Future 1-2

(See iPlan for examples of content for curriculum maps)

<table>
<thead>
<tr>
<th>Big Ideas</th>
<th>Standards</th>
<th>Content/Core Ideas</th>
<th>Skills</th>
<th>Academic Vocabulary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety in the IT work environment</td>
<td>2.0: Maintain a safe, green, IT work environment</td>
<td>Maintaining a safe, green IT work environment Utilizing IT tools and equipment safely The importance of ergonomics in the IT workplace Safety around physical and electrical hazards Reducing power consumption in the IT work environment Going green in the IT work environment Appropriate, environmentally safe disposal of networking and computer equipment</td>
<td>Prioritization skills Research skills Technical reading Note taking Summarizing Organizing Scheduling techniques in a variety of contexts Problem solving Documentation skills</td>
<td>safety environment green ergonomics physical hazards electrical hazards power consumption disposal</td>
</tr>
<tr>
<td>Essential Questions</td>
<td>New Century Learner Skills</td>
<td></td>
<td></td>
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<tr>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>How can Safety be improved in the IT work environment?</td>
<td>Communication and collaboration</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>How can one add a “green emphasis” into the IT work environment?</td>
<td>Critical thinking</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>How can we improve safety using the tools and equipment in the IT work environment?</td>
<td>Digital citizenship</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>How can ergonomics help reduce the strains many experience using IT equipment on a regular basis?</td>
<td>Technology operations and concepts</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>What are the best methods for reducing both physical and electrical hazards?</td>
<td>Research and information fluency</td>
<td></td>
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</tr>
<tr>
<td>How can we monitor and reduce power consumption in the IT environment?</td>
<td></td>
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<tr>
<td>What environmentally sound initiatives can be implemented in the IT work environment?</td>
<td></td>
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<tr>
<td>How can disposal of computer equipment be environmentally friendly?</td>
<td></td>
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</tr>
</tbody>
</table>
### Curriculum Map for Unit 4 – Key to Your Future 1-2

(See iPlan for examples of content for curriculum maps)

<p>| 9-12th Grade – Quarter #2 – Recognize Security Issues Related to IT |
| --- | --- | --- | --- | --- |
| <strong>Big Ideas</strong> | <strong>Standards</strong> | <strong>Content/Core Ideas</strong> | <strong>Skills</strong> | <strong>Academic Vocabulary</strong> |
| Security issues and computing go hand-in-hand. Guarding data and personal information is a high priority. There are now improved security protocols in place that effectively protect said data and personal information. | Standard 3.0: Recognize security issues related to Information Technology | IT security Procedures to maintain data security Security issues in the areas of networking, computer hardware, computer software, and in data Describe computer threats Describe methods to protect a computer Protections from: viruses, phishing, e-mail, social engineering, spoofing, identity theft, and spamming. Denial of service Hacking/Cracking Intrusion Detection Prevention | Prioritization skills Research skills Technical reading Note taking Summarizing Organizing Scheduling techniques in a variety of contexts Problem solving Documentation skills | security data security networking computer hardware computer software data computer threats virus phishing e-mail social engineering spoofing identity theft spamming hacking cracking intrusion detection prevention |</p>
<table>
<thead>
<tr>
<th>Essential Questions</th>
<th>New Century Learner Skills</th>
</tr>
</thead>
<tbody>
<tr>
<td>On computers, mobile devices, etc., what is at risk from a security standpoint?</td>
<td>Communication and collaboration</td>
</tr>
<tr>
<td>What policies and procedures can be put into place to improve computer security?</td>
<td>Critical thinking</td>
</tr>
<tr>
<td>What software can be used to enhance computer security?</td>
<td>Digital citizenship</td>
</tr>
<tr>
<td>What are viruses, phishing, spoofing, spamming?</td>
<td>Technology operations and concepts</td>
</tr>
<tr>
<td>How can e-mail, social engineering, and identify theft be addressed to enhance</td>
<td>Research and information fluency</td>
</tr>
<tr>
<td>computer security?</td>
<td></td>
</tr>
<tr>
<td>What are hacking and cracking?</td>
<td></td>
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<tr>
<td>What is data piracy?</td>
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<td></td>
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</tr>
</tbody>
</table>
Curriculum Map for Unit 5 – Key to Your Future 1-2
(See iPlan for examples of content for curriculum maps)

<table>
<thead>
<tr>
<th>Big Ideas</th>
<th>Standards</th>
<th>Content/Core Ideas</th>
<th>Skills</th>
<th>Academic Vocabulary</th>
</tr>
</thead>
<tbody>
<tr>
<td>The legal and ethical issues related to IT</td>
<td>4.0 Explore legal and ethical issues related to information technology</td>
<td>Intellectual property rights. Legal vs. ethical issues Intellectual property rights Software licensing Software duplication Differences between open source and proprietary systems Computers and information privacy Focus on the legal and ethical issues in information technology</td>
<td>Prioritization skills Research skills Technical reading Note taking Summarizing Organizing Scheduling techniques in a variety of contexts Problem solving Documentation skills</td>
<td>legal ethical intellectual property rights software licensing software duplication open source proprietary systems information privacy data pricing public networks private networks social networking industry-related data data privacy</td>
</tr>
<tr>
<td>Essential Questions</td>
<td>New Century Learner Skills</td>
<td></td>
<td></td>
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<tr>
<td>------------------------------------------------------------------------------------</td>
<td>------------------------------------------------------</td>
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</tr>
<tr>
<td>What are the legal and ethical issues related to IT?</td>
<td>Communication and collaboration</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>What are intellectual property rights?</td>
<td>Critical thinking</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>What are the issues surrounding software licensing and software duplication?</td>
<td>Digital citizenship</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>What are the legal and ethical issues regarding open source and proprietary systems?</td>
<td>Technology operations and concepts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>What are the issues and trends affecting computers and information privacy?</td>
<td>Research and information fluency</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>What are the differences between the ethical and legal issues in the uses of information technology?</td>
<td></td>
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</tr>
</tbody>
</table>
### Curriculum Map for Unit 6 - Key to Your Future 1-2

<p>| 9-12th Grade – Quarter #3 – Basic Computer Mathematics Required for IT |
|---|---|---|---|
| <strong>Big Ideas</strong> | <strong>Standards</strong> | <strong>Content/Core Ideas</strong> | <strong>Skills</strong> |
| General mathematics has a direct correlation to computer hardware and software. Complete mathematic conversions as appropriate to computer hardware and software needs. | Standard 5.0 – Demonstrate basic computer mathematics required for information. | General mathematics operations. Mathematics operations used when working with either computer hardware or computer software. Following general mathematics guidelines, a variety of mathematic conversions are carried out in authentic, real-world scenarios. | Prioritization skills. Research skills. Technical reading. Note taking. Summarizing. Organizing. Scheduling techniques in a variety of contexts. Problem solving. Documentation skills. |
| | | | Academic Vocabulary |
| | | | correlation computer hardware computer software binary decimal hexadecimal conversions solve |</p>
<table>
<thead>
<tr>
<th>Essential Questions</th>
<th></th>
<th>New Century Learner Skills</th>
</tr>
</thead>
<tbody>
<tr>
<td>What kinds of general mathematics operations should be utilized when working with computer hardware and software? Are you able to demonstrate mathematics facility with such mathematics conversions related to computer hardware and software?</td>
<td></td>
<td>Communication and collaboration</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Critical thinking</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Digital citizenship</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Technology operations and concepts</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Research and information fluency</td>
</tr>
</tbody>
</table>
### Curriculum Map for Unit 7 – Key to Your Future 1-2

(See iPlan for examples of content for curriculum maps)

#### 9-12th Grade - Quarter #4 - Demonstrate Program Analysis and Design

<table>
<thead>
<tr>
<th>Big Ideas</th>
<th>Standards</th>
<th>Content/Core Ideas</th>
<th>Skills</th>
<th>Academic Vocabulary</th>
</tr>
</thead>
</table>
| Program analysis  
Program design  
Program development cycle  
Program statement  
Design requirements  
Pseudo code  
Graphical representations  
Input  
Output  
Data structures  
Stepwise refinement  
Testing plan  
Documentation for a module  
Object analysis  
Design concepts | Standard 7.0 – Demonstrate program analysis and design | Program development cycle  
Program analysis  
Program design  
Problem statements  
Program requirements  
Pseudo code  
Graphical representation to show structure or module  
Input  
Output  
Data structures  
Stepwise refinement  
Testing plan  
Documentation for a module  
Object analysis  
Design concepts | Prioritization skills  
Research skills  
Technical reading  
Note taking  
Summarizing  
Organizing  
Scheduling techniques in a variety of contexts  
Problem solving  
Documentation skills | program analysis  
program design  
program development cycle  
design requirements  
pseudo code  
graphical representations  
input  
output  
data structures  
stepwise refinement  
object analysis  
design concepts |
<table>
<thead>
<tr>
<th>Essential Questions</th>
<th>New Century Learner Skills</th>
</tr>
</thead>
<tbody>
<tr>
<td>What are the steps in the program development cycle?</td>
<td>Communication and collaboration</td>
</tr>
<tr>
<td>How do you interpret a program statement?</td>
<td>Critical thinking</td>
</tr>
<tr>
<td>How do you identify program requirements?</td>
<td>Digital citizenship</td>
</tr>
<tr>
<td>How do you show the structure of a program or module?</td>
<td>Technology operations and concepts</td>
</tr>
<tr>
<td>What is input?</td>
<td>Research and information fluency</td>
</tr>
<tr>
<td>What is output?</td>
<td></td>
</tr>
<tr>
<td>What are appropriate data structures?</td>
<td></td>
</tr>
<tr>
<td>How do you improve design through stepwise refinement?</td>
<td></td>
</tr>
<tr>
<td>What is a testing plan?</td>
<td></td>
</tr>
<tr>
<td>What is the appropriate documentation for a module?</td>
<td></td>
</tr>
<tr>
<td>How can one use object analysis and design concepts?</td>
<td></td>
</tr>
</tbody>
</table>
### Curriculum Map for Unit 8 – Key to Your Future 1-2

(See iPlan for examples of content for curriculum maps)

9-12th Grade – Quarter #4 – Create a Program using Software

<table>
<thead>
<tr>
<th>Big Ideas</th>
<th>Standards</th>
<th>Content/Core Ideas</th>
<th>Skills</th>
<th>Academic Vocabulary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Uses of the program Editor function</td>
<td>8.0 – Create a program using software</td>
<td>Uses of the program editor function</td>
<td>Prioritization skills</td>
<td>program editor function</td>
</tr>
<tr>
<td>Entering and modifying code</td>
<td></td>
<td>Entering and modifying code</td>
<td>Research skills</td>
<td>enter code</td>
</tr>
<tr>
<td>Compiling programs</td>
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<td>Compiling programs</td>
<td>Technical reading</td>
<td>modify code</td>
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<tr>
<td>Executing programs</td>
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<td>Executing programs</td>
<td>Note taking</td>
<td>compiling programs</td>
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<tr>
<td>Documentation standards</td>
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<td>Summarizing</td>
<td>executing programs</td>
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<tr>
<td>Identifiers</td>
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<td>Organizing</td>
<td>documentation standards</td>
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<tr>
<td>Formatting code</td>
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<td>Scheduling techniques in a variety of contexts</td>
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<tr>
<td>Recognized conventions</td>
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<td>Recognized conventions</td>
<td>Problem solving. Documentation skills</td>
<td>conventions</td>
</tr>
<tr>
<td>Program and language documentation</td>
<td></td>
<td>Program and language documentation</td>
<td></td>
<td>program and language documentation</td>
</tr>
<tr>
<td><strong>Essential Questions</strong></td>
<td></td>
<td><strong>New Century Learner Skills</strong></td>
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<tr>
<td>How can you use a program editor to enter and/or modify code?</td>
<td></td>
<td>Communication and collaboration</td>
<td></td>
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<tr>
<td>How does one compile and execute code?</td>
<td></td>
<td>Critical thinking</td>
<td></td>
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</tr>
<tr>
<td>What are the established documentation standards?</td>
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<td>Digital citizenship</td>
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<tr>
<td>How does one name identifiers and formatting code by applying recognized conventions?</td>
<td></td>
<td>Technology operations and concepts</td>
<td></td>
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</tr>
<tr>
<td>How can one access program and language documentation?</td>
<td></td>
<td>Research and information fluency</td>
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</table>
# Curriculum Map for Unit 9 – Key to Your Future 1-2

(See iPlan for examples of content for curriculum maps)

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<tr>
<th>Big Ideas</th>
<th>Standards</th>
<th>Content/Core Ideas</th>
<th>Skills</th>
<th>Academic Vocabulary</th>
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</thead>
<tbody>
<tr>
<td>Testing to verify program operation</td>
<td>9.0 – Test and debug to verify program operation</td>
<td>Testing to verify program operation</td>
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<td>boundary cases</td>
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<td>Identifying boundary cases</td>
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<td>Identifying boundary cases</td>
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<td>integration testing</td>
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<tr>
<td>Generating appropriate test data</td>
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<td>Generating appropriate test data</td>
<td>Note Taking</td>
<td>execution</td>
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<td>Perform integration testing</td>
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<td>Protect execution from bad input or other run-time errors</td>
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<td>run-time</td>
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<td>Problem Solving</td>
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<td>Documentation Skills</td>
<td>logic</td>
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<td>hand trace</td>
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<td>How can one identify errors in program modules?</td>
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<td>How does one go about identifying boundary cases and then, generate appropriate test data?</td>
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<td>Why does one perform integration testing?</td>
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<td>How can one protect execution from bad input or other runtime errors?</td>
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<td>How does one hand trace code?</td>
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<table>
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<tr>
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<tr>
<td>Technology operations and concepts</td>
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<tr>
<td>Research and information fluency</td>
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# Pacing Guide

## Authentic Applications 3-4

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<tr>
<th>Quarter 1 Units</th>
<th>Quarter 2 Units</th>
<th>Quarter 3 Units</th>
<th>Quarter 4 Units</th>
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<tbody>
<tr>
<td>Review key concepts from year 1 of the program Week 1</td>
<td>Unit 12 – Utilize conditional structures in writing programs Week 5</td>
<td>Unit 15 – Implement arrays in programs Weeks 10-11</td>
<td>Unit 17 – Use external data sources within a program Weeks 14-15</td>
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<tr>
<td>Unit 10 – Write code to perform arithmetic calculations Week 2</td>
<td>Unit 13 – Utilize repetitive structures in writing programs Weeks 6-7</td>
<td>Unit 16 – Identify ways to input and output information Weeks 12-13</td>
<td>Unit 18 – Employ object-oriented programming techniques Week 16</td>
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<tr>
<td>Unit 11 – Employ modularity in writing programs Week 3</td>
<td>Unit 14 – Utilize simple data types and strings Week 8</td>
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<td>Unit 19 – Apply knowledge of code to perform runtime error-handling Week 17</td>
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<td>Unit 12 – Utilize conditional structures in writing programs Week 4</td>
<td>Review and Test Week 9</td>
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<td>Review and Test Week 18</td>
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*See iPlan for content examples*
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<tr>
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<th>Content/Core Ideas</th>
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<th>Academic Vocabulary</th>
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<tr>
<td>Identify and correctly use arithmetic operations</td>
<td>10.0 – Write code to perform arithmetic calculations</td>
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<td>How does one correctly use arithmetic operations?</td>
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</table>
## Curriculum Map for Unit 11 – Authentic Applications 3-4

(See iPlan for examples of content for curriculum maps)

### 9-12th Grade – Quarter #1 – Employ Modularity in Writing Programs

<table>
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<th>Standards</th>
<th>Content/Core Ideas</th>
<th>Skills</th>
<th>Academic Vocabulary</th>
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</thead>
<tbody>
<tr>
<td>Standard library functions</td>
<td>11.0 – Employ modularity in writing programs</td>
<td>Standard library functions</td>
<td>Prioritization skills</td>
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<td>Use of parameters to pass data to program modules</td>
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<td>The use of parameters to pass data into program modules</td>
<td>Research skills</td>
<td>library functions</td>
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<td>Return values from modules</td>
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<td>The use of return values from modules</td>
<td>Technical reading</td>
<td>parameters</td>
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<td>Note taking</td>
<td>passing data</td>
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<td>program modules</td>
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<td>Organizing</td>
<td>return values</td>
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<td>Scheduling</td>
<td>return values from</td>
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<td>techniques in a variety of contexts</td>
<td>modules</td>
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<td>Problem solving</td>
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<td></td>
<td></td>
<td>Documentation skills</td>
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<tr>
<td>Essential Questions</td>
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<tr>
<td>How does one access standard library functions?</td>
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<tr>
<td>How can one demonstrate the use of parameters to pass data into program modules?</td>
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<tr>
<td>How does one demonstrate the use of return values from modules?</td>
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<table>
<thead>
<tr>
<th>New Century Learner Skills</th>
</tr>
</thead>
<tbody>
<tr>
<td>Communication and collaboration</td>
</tr>
<tr>
<td>Critical thinking</td>
</tr>
<tr>
<td>Digital citizenship</td>
</tr>
<tr>
<td>Technology operations and concepts</td>
</tr>
<tr>
<td>Research and information fluency</td>
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</tbody>
</table>
## Curriculum Map for Unit 12 - Authentic Application 3-4

(See iPlan for examples of content for curriculum maps)

### 9-12th Grade - Quarter #1 - Utilize Conditional Structures in Writing Programs

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<tr>
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<th>Standards</th>
<th>Content/Core Ideas</th>
<th>Skills</th>
<th>Academic Vocabulary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compare values using relational operators, e.g., &lt; &gt; = etc.</td>
<td>12.0 - Utilize conditional structures in writing programs</td>
<td>Comparing values using relational operators</td>
<td>Prioritization skills</td>
<td>relational operators</td>
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<tr>
<td>Boolean expressions</td>
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<td>Boolean expressions</td>
<td>Research skills</td>
<td>Boolean expressions</td>
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<tr>
<td>Appropriate decision structures</td>
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<td>Decision structures</td>
<td>Technical reading</td>
<td>decision structures</td>
</tr>
<tr>
<td>Correct syntax for decision structure</td>
<td></td>
<td>Correct syntax for decision statements</td>
<td>Note taking</td>
<td>syntax</td>
</tr>
<tr>
<td>Correct syntax for decision statements, e.g., if/else; if; and switch case</td>
<td></td>
<td>Correct nesting syntax for decision structures</td>
<td>Summarizing</td>
<td>decision statements</td>
</tr>
<tr>
<td>Correct nesting syntax for decision structures</td>
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<td>Organizing</td>
<td>nesting syntax</td>
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</table>

### Academic Vocabulary
- relational operators
- Boolean expressions
- decision structures
- syntax
- decision statements
- nesting syntax
<table>
<thead>
<tr>
<th>Essential Questions</th>
<th>New Century Learner Skills</th>
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</thead>
<tbody>
<tr>
<td>How does one compare values using relational operators?</td>
<td>Communication and collaboration</td>
</tr>
<tr>
<td>What are Boolean expressions?</td>
<td>Critical thinking</td>
</tr>
<tr>
<td>What are appropriate decision structures?</td>
<td>Digital citizenship</td>
</tr>
<tr>
<td>What is the correct syntax for decision statements?</td>
<td>Technology operations and concepts</td>
</tr>
<tr>
<td>What is the correct nesting syntax for decision structures?</td>
<td>Research and information fluency</td>
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(See iPlan for examples of content for curriculum maps)

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<th>Content/Core Ideas</th>
<th>Skills</th>
<th>Academic Vocabulary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Repetitive structures</td>
<td>13.0 - Utilize repetitive structures in writing programs</td>
<td>Repetitive structures Loop control variables Syntax for nested loops Computation of values of variables involved in nested loops</td>
<td>Prioritization skills Research skills Technical reading Note taking Summarizing Organizing Scheduling techniques in a variety of contexts Problem solving Documentation skills</td>
<td>repetitive structures loops loop control variables syntax nested loops values of variables</td>
</tr>
<tr>
<td>Essential Questions</td>
<td></td>
<td>New Century Learner Skills</td>
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<tr>
<td>What are repetitive structures?</td>
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<td>Communication and collaboration</td>
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<td>What are the main types of repetitive structures?</td>
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<td>What is the role of the loop control variable?</td>
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<td>Digital citizenship</td>
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<td>What is the correct syntax for nested loops?</td>
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<td>Technology operations and concepts</td>
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<tr>
<td>How do you compute the values of variables involved with nested loops?</td>
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<td>Research and information fluency</td>
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</table>
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(See iPlan for examples of content for curriculum maps)

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<th>Academic Vocabulary</th>
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<td>Data types. Strings</td>
<td>14.0 - Utilize simple data types and strings</td>
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<td>Research skills</td>
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<td>Syntax for initializing and modifying variables</td>
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<td>String variables</td>
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<td>character</td>
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<td>Syntax for constants</td>
<td>Organizing</td>
<td>constants</td>
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<td>Syntax for initializing and modifying variables</td>
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<td>syntax</td>
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<td>Essential Questions</td>
<td>New Century Learner Skills</td>
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<td>What are Data types?</td>
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<td>and string variables?</td>
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<td>concatenation?</td>
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<table>
<thead>
<tr>
<th>Big Ideas</th>
<th>Standards</th>
<th>Content/Core Ideas</th>
<th>Skills</th>
<th>Academic Vocabulary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implement arrays in programs</td>
<td>15.0 – Implement arrays in programs</td>
<td>Implement arrays in programs. Syntax for declaring and initializing arrays of simple data types. Access elements within an array. Manipulate data stored in an array. Search and sort data in an array. Syntax for defining and using two-dimensional arrays.</td>
<td>Prioritization skills Research skills Technical reading Note taking Summarizing Organizing Scheduling techniques in a variety of contexts Problem solving Documentation skills</td>
<td>implement arrays declaring initializing Simple data types element arrays manipulate search and sort defining syntax two-dimensional</td>
</tr>
<tr>
<td>Essential Questions</td>
<td></td>
<td>New Century Learner Skills</td>
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<tr>
<td>What syntax is used for declaring and initializing arrays of simple data types?</td>
<td></td>
<td>Communication and collaboration</td>
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<tr>
<td>What is the syntax for declaring and initializing user-defined data types?</td>
<td></td>
<td>Critical thinking</td>
<td></td>
<td></td>
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<tr>
<td>How do you access elements within and array?</td>
<td></td>
<td>Digital citizenship</td>
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<tr>
<td>How do you manipulate data stored in an array?</td>
<td></td>
<td>Technology operations and concepts</td>
<td></td>
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</tr>
<tr>
<td>How do you search and sort data in an array?</td>
<td></td>
<td>Research and information fluency</td>
<td></td>
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</tr>
<tr>
<td>What is the correct syntax for defining and using two dimensional arrays?</td>
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</tr>
</tbody>
</table>
## Curriculum Map for Unit 16 – Authentic Applications 3-4
(See iPlan for examples of content for curriculum maps)

<p>| 9-12th Grade - Quarter #3 - Identify Ways to Input and Output Information |
|:--|:--|:--|:--|:--|
| <strong>Big Ideas</strong> | <strong>Standards</strong> | <strong>Content/Core Ideas</strong> | <strong>Skills</strong> | <strong>Academic Vocabulary</strong> |
| Methods to input and output information | 16.0 – Identify ways to input and output information | Methods to input and output information | Prioritization skills | console |
| Methods used to input data on a console and/or GUI | | Methods used to input data on a console and/or GUI | Research skills | GUI |
| Use of input/output statements in a program | | Use of input/output statements in a program | Technical reading | variables |
| Correct method to assign input to variables | | Correct method to assign input to variables | Note taking | outputting |
| Correct method of outputting text with formatting | | Correct method of outputting text with formatting | Summarizing | inputting |
| Graphics methods to create images at specified locations | | Graphics methods to create images at specified locations | Organizing | formatting |
| Correct GUI objects for input and output of date to the GUI interface | | Correct GUI objects for input and output of date to the GUI interface | Scheduling techniques in a variety of contexts | text boxes |
| | | | Problem solving | labels |
| | | | Documentation skills | radio buttons |
| | | | | dropdowns |
| | | | | list boxes |</p>
<table>
<thead>
<tr>
<th>Essential Questions</th>
<th></th>
<th>New Century Learner Skills</th>
</tr>
</thead>
<tbody>
<tr>
<td>What are the appropriate methods to input data on a console and/or GUI?</td>
<td></td>
<td>Communication and collaboration</td>
</tr>
<tr>
<td>What are the correct input/output statements in a program?</td>
<td></td>
<td>Critical thinking</td>
</tr>
<tr>
<td>What is the correct method of assigning input to variables?</td>
<td></td>
<td>Digital citizenship</td>
</tr>
<tr>
<td>What is the correct method of outputting text with formatting?</td>
<td></td>
<td>Technology operations and concepts</td>
</tr>
<tr>
<td>How do you employ graphics methods to create images at specified locations?</td>
<td></td>
<td>Research and information fluency</td>
</tr>
<tr>
<td>How do you choose correct GUI objects for input and output of data to the GUI interface?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Curriculum Map for Unit 17 – Authentic Applications 3-4
(See iPlan for examples of content for curriculum maps)

### 9-12th Grade – Quarter #4 – Use External Data Sources Within a Program

<table>
<thead>
<tr>
<th>Big Ideas</th>
<th>Standards</th>
<th>Content/Core Ideas</th>
<th>Skills</th>
<th>Academic Vocabulary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Input data from a sequential file and database</td>
<td>17.0 – Use external data sources within a program</td>
<td>Input data from a sequential file and database</td>
<td>Prioritization skills</td>
<td>sequential</td>
</tr>
<tr>
<td>Output data to a sequential file and/or database</td>
<td></td>
<td>Output data to a sequential file and/or database</td>
<td>Research skills</td>
<td>database</td>
</tr>
<tr>
<td>Add data to an existing file</td>
<td></td>
<td>Add data to an existing file</td>
<td>Technical reading</td>
<td>input</td>
</tr>
<tr>
<td>Update files and/or databases</td>
<td></td>
<td>Update files and/or databases</td>
<td>Note taking</td>
<td>output</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Summarizing</td>
<td></td>
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<td></td>
<td></td>
<td>Organizing</td>
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<td></td>
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<td></td>
<td>Scheduling techniques in a variety of contexts</td>
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<td></td>
<td></td>
<td></td>
<td>Problem solving</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>Documentation skills</td>
<td></td>
</tr>
<tr>
<td>Essential Questions</td>
<td></td>
<td>New Century Learner Skills</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>How does one input data from a sequential file and database?</td>
<td></td>
<td>Communication and collaboration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>How does one output data to a sequential file and/or database?</td>
<td></td>
<td>Critical thinking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>How does one add data to an existing file?</td>
<td></td>
<td>Digital citizenship</td>
<td></td>
<td></td>
</tr>
<tr>
<td>How does one update files and/or databases?</td>
<td></td>
<td>Technology operations and concepts</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Research and information fluency</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Big Ideas</td>
<td>Standards</td>
<td>Content/Core Ideas</td>
<td>Skills</td>
<td>Academic Vocabulary</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------</td>
<td>------------------------------------------------</td>
<td>--------------------------------------------</td>
</tr>
<tr>
<td>Distinction between object and class</td>
<td>18.0 – Employ object-oriented programming techniques</td>
<td>Distinction between object and class</td>
<td>Prioritization skills</td>
<td>distinction</td>
</tr>
<tr>
<td>Distinguish between is-a, has-a, and class relationships</td>
<td></td>
<td>Distinguish between is-a, has-a, and class relationships</td>
<td>Research skills</td>
<td>object</td>
</tr>
<tr>
<td>Exemplify objects from existing classes</td>
<td></td>
<td>Exemplify objects from existing classes</td>
<td>Technical reading</td>
<td>class</td>
</tr>
<tr>
<td>Statements to invoke an object’s accessor methods</td>
<td></td>
<td>Statements to invoke an object’s accessor methods</td>
<td>Note taking</td>
<td>class relationships</td>
</tr>
<tr>
<td>Change the state of an object by invoking a modifier method</td>
<td></td>
<td>Change the state of an object by invoking a modifier method</td>
<td>Summarizing</td>
<td>is-a</td>
</tr>
<tr>
<td>Determine the requirements for constructing new objects by reading the API</td>
<td></td>
<td>Determine the requirements for constructing new objects by reading the API</td>
<td>Organizing</td>
<td>has-a</td>
</tr>
<tr>
<td>ID the correct syntax for an original user-defined class</td>
<td></td>
<td>ID the correct syntax for an original user-defined class</td>
<td>Scheduling techniques</td>
<td>accessor methods</td>
</tr>
<tr>
<td>ID the correct syntax for a class that extends an existing class</td>
<td></td>
<td>ID the correct syntax for a class that extends an existing class</td>
<td>Problem solving</td>
<td>invoking</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Documentation skills</td>
<td>API</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>User-defined class</td>
</tr>
</tbody>
</table>
### Essential Questions

What is the distinction between an object and a class?
How do you distinguish between is-a, has-a, and class relationships?
How do you exemplify objects from existing classes?
How do you identify appropriate statements to invoke an object's accessor methods?
How do you change the state of an object by invoking the modifier method?
How do you determine the requirements for constructing new objects by reading the API?
How does one identify the correct syntax for an original user-defined class?
How does one identify the correct syntax for a class that extends an existing class?

### New Century Learner Skills

- Communication and Collaboration
- Critical thinking
- Digital Citizenship
- Technology operations and concepts
- Research and Information fluency
**Curriculum Map for Unit 19 – Authentic Applications 3-4**
(See iPlan for examples of content for curriculum maps)

<table>
<thead>
<tr>
<th>Big Ideas</th>
<th>Standards</th>
<th>Content/Core Ideas</th>
<th>Skills</th>
<th>Academic Vocabulary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identify (catch) run-time errors and take appropriate action Identify the proper syntax for user-created errors (throw errors)</td>
<td>19.0 - Apply knowledge of code to perform run-time error-handling</td>
<td>Identify (catch) run-time errors and take appropriate action Identify the proper syntax for user-created errors (throw errors)</td>
<td>Prioritization skills Research skills Technical reading Note taking Summarizing Organizing Scheduling techniques in a variety of contexts Problem solving Documentation skills</td>
<td>run-time user created errors Syntax</td>
</tr>
<tr>
<td>Essential Questions</td>
<td>New Century Learner Skills</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------------</td>
<td>----------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| How does one identify (catch) runtime errors and take appropriate action? How does one identify the proper syntax for user-created errors? (throw errors) | Communication and collaboration  
Digital citizenship  
Technology operations and concepts  
Research and information fluency |
GOVERNING BOARD ITEM

AGENDA ITEM: *Professional Growth Credit and Establishment of Supplemental Assignments for Professional Growth Classes for Spring, 2014

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

Cost: $3,000.00 Funding Source: M & O (Professional Development)

EXECUTIVE SUMMARY:

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

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

The list of 2014 Spring professional development growth classes is attached.

BOARD ACTION REQUESTED:

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

SUBMITTED BY: Capellen SUPERINTENDENT: Karl Pittman

ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM: 9
Professional Development
Certified
Spring Catalog
2014

Note: Online Registration begins December 19, 2013
SPRING CLASS DESCRIPTIONS
ACADEMIC SERVICES DEPARTMENT

EDUCATIONAL TECHNOLOGY COURSES

BYOD (Bring Your Own Device)
Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment-December 19th through May 9th
(Time(s) close on May 15th.)
Time: 6 Hours Total
Location: Online classes via iSchool
Description: As students bring mobile devices to school, new strategies must be employed to take advantage of them. This course will guide participants as they explore and develop classroom procedures and management techniques specific to mobile devices. Participants will examine research on the use of mobile devices in the classroom and develop strategies to support student learning.

Communication and Collaboration: Get Connected as a New Century Educator
Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment-December 19th through May 9th
(Time(s) close on May 15th.)
Time: 2 Hours Total
Location: Online classes via iSchool
Description: What are these New Century Learner skills anyway? How can you get connected with other educators and learning communities to enhance digital age teaching? Explore tips on taking online classes like iSchool, finding online professional resources like webinars, and resources to support you as a New Century Learner and as a New Century Educator.

Copyright and Fair Use Guidelines in the Classroom
Facilitator(s): Technology Training Team
Date(s) of Class: March 6th
Time: 4:30 p.m. - 5:30 p.m.
Location: District Office IT Training Lab
Description: Copyright and Fair Use guidelines are abstract concepts to students. Helping them to navigate through the endless supply of information can be tricky, especially if you are not sure yourself. Join us as we simplify and delineate the best practices in the education setting. Explore resources that make the process of citing sources a piece of cake.
Google Docs: Create, Collaborate and Share

Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment-December 19th through May 9th
(All classes close on May 15th.)
Time: 7 Hours total
Location: Online classes via iSchool
Description: This class will provide participants with the knowledge to utilize Google Docs to store, collaborate, and share documents that can be used to invigorate the classroom experience. Participants will be provided with a best practice utilization of this online application in order to integrate Google Docs as a tool for curriculum management and instruction. This class will cover management strategies, documents, spreadsheets, presentations, forms and drawing.

Google Docs: Create, Collaborate and Share

Facilitator(s): Technology Training Team
Date(s) of Class:
- January 14th-Riverview Elementary Room Art Room at 3:15-4:15 p.m.
- January 15th-Dysart High School Room 5108 at 2:30-4:00 p.m.
- January 16th-Parkview Elementary Room 112 at 3:15-4:15 p.m.
- January 16th-Countryside Elementary Room 216 at 3:15-4:15 p.m.
- January 22nd-El Mirage Elementary Room 254 at 3:15-4:15 p.m.
- January 22nd-Dysart High School Room 5108 at 2:30-4:00 p.m.
- January 23rd-Dysart Elementary Media Center at 3:15-4:15 p.m.
- January 30th-Marley Park Elementary Room 254 at 4:00-5:00 p.m.
- January 30th-Rancho Gabriela Elementary Room 238 at 3:15-4:15 p.m.
- February 5th-Cimarron Springs Elementary Room Art Room at 3:15-4:15 p.m.
- February 6th-Mountain View Elementary Room 234 at 4:00-5:00 p.m.
- February 11th-Western Peaks Elementary Room 132 3:15-4:15 p.m.
- February 12th-Dysart Early Childhood Education Center Room TBD at 4:15-5:15 p.m.
- February 13th- Sonoran Heights Elementary Room 155 at 4:00-5:00 p.m.
- February 20th-West Point Elementary Room 205 at 4:00-5:00 p.m.
- February 26th-Willow Canyon High School Room TBD at 2:30-4:00 p.m.
- February 27th-Willow Canyon High School Room TBD at 2:30-4:00 p.m.
- March 3rd-Parkview Elementary Room 112 at 3:15-4:15 p.m.
- March 5th-Sundown Mountain Room TBD at 2:30-4:00 p.m.
- March 18th-Rancho Gabriela Elementary Room 238 at 3:15-4:15 p.m.
- March 19th-Cimarron Springs Elementary Room Art Room at 3:15-4:15 p.m.
- March 20th-Western Peaks Elementary Room 132 at 3:15-4:15 p.m.
- April 1st-Dysart Early Childhood Education Center Room TBD at 4:15-5:15 p.m.

Time: Check above listing (Every school will be offered this course)
Location: Check above listing (Every school will be offered this course)
Description: This class will provide participants with the knowledge to utilize Google Docs to store, collaborate, and share documents that can be used to invigorate the classroom experience. Participants will be provided with a best practice utilization of this online application in order to integrate Google Docs as a tool for curriculum management and instruction. This class will cover management strategies, documents, spreadsheets, presentations, forms and drawing.
Google Sites
Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment-December 19th through May 9th
(All classes close on May 15th.)
Time: 2 Hours Total
Location: Online classes via iSchool
Description: This course will guide participants through the construction and design of a Google Site. It will begin with how to create a site and take participants through publishing of their own sites.

Got Edmodo?
Facilitator(s): Technology Training Team
Date(s) of Class: January 22nd
Time: 4:30 p.m. - 5:30 p.m.
Location: District Office Training Lab
Description: Edmodo is a District approved secure website for teachers and students. It is a blog and so much more. Edmodo offers a chance for collaboration and communication in a secure environment. This class will explore Edmodo and how it works. There are some new features that you may not know about. Participants will also take a look at creative ways to use Edmodo in their classroom. Participants will need to bring a laptop.

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

Showing a movie clip in your classroom can be a valuable activity for your students. But where do you find these clips? And what activities can be done to accompany these clips that tie into Arizona College and Career Readiness standards? This class will provide valuable multimedia resources to you and will allow time to create activities to support the standards.
New Century Learning: Creativity and Innovation in the Dysart Classroom

Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment-December 19th through May 9th
(All classes close on May 15th.)
Time: 6 Hours Total
Location: Online via iSchool
Description: Help students understand and demonstrate the use of creative thinking to construct knowledge and develop innovative products and processes using technology. Topics will include: generating new ideas, models and simulations, trends and possibilities, and original products. Participants will examine research, strategies and tools that can help students to create and innovate in the Dysart classroom.

New Century Learning: Communication and Collaboration in the Dysart Classroom

Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment-December 19th through May 9th
(All classes close on May 15th.)
Time: 6 Hours Total
Location: Online via iSchool
Description: Help students understand and participate in digital media and environments to communicate and collaborate with others in an increasingly global and technical world. Topics will include: effective digital communication tools, contributions towards team projects, and global and cultural connections. Participants will examine research strategies and tools that can help students communicate and collaborate with others.

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

Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment-December 19th through May 9th
(All classes close on May 15th.)
Time: 6 Hours Total
Location: Online via iSchool
Description: Today's students have access to an unprecedented volume of data and information. Participants will examine strategies and resources for helping them locate, organize, analyze, evaluate, synthesize, and ethically use information from a variety of sources and media.
New Century Learning: Critical Thinking, Problem Solving and Decision Making in the Dysart Classroom

Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment-December 19th through May 9th
(All classes close on May 15th.)
Time: 6 Hours Total
Location: Online via iSchool
Description: Participants will explore strategies and resources that help students use critical thinking skills to plan and conduct research, manage projects, solve authentic problems, and make informed decisions using appropriate digital resources.

New Century Learning: Digital Citizenship in the Dysart Classroom

Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment-December 19th through May 9th
(All classes close on May 15th.)
Time: 6 Hours Total
Location: Online via iSchool
Description: Help students to understand and participate in an increasingly global and technical world. Participants will examine topics such as: copyright and fair use, online etiquette and ethics, internet awareness, global trends in technology and their impacts. Participants will examine research strategies and tools that can help students to be more responsible 21st century citizens.

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

Facilitator(s): Technology Training Team
Date(s) of Class: Open Enrollment-December 19th through May 9th
(All classes close on May 15th.)
Time: 6 Hours Total
Location: Online via iSchool
Description: Participants will examine and explore research, strategies and resources to support students as they incorporate an understanding of technology concepts, systems, and operations in the classroom.

Online Facilitator Training Class

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

Facilitator(s): Technology Training Team  
Date(s) of Class: February 27th  
Time: 4:30 p.m. - 5:30 p.m.  
Location: District Office IT Training Lab  
Description: This will be a hands-on course in all of the creativity tools available online and in the Dysart toolkit. Learn to animate, create comics, online posters as well as edit video, pictures, sound effects and music using a wide variety of tools. Learn also how to operate within copyright and fair use guidelines. Tools include: WeVideo, Windows Movie Maker, Animoto, OneTrueMedia, Stupeflix, Splice, Soundzabound, Zamzar, SoundSnap, DomoGoanimate.

QR Codes

Facilitator(s): Technology Training Team  
Date(s) of Class: Open Enrollment-December 19th through May 9th  
(All classes close on May 15th.)  
Time: 1 Hour Total  
Location: Online classes via iSchool  
Description: Have you noticed the code consisting of black modules arranged in a square pattern on a white background? Those are QR codes! This class will familiarize participants with QR codes.

Taking the Interactive Whiteboard to the Next Level

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

GENERAL

Becoming a Distinguished Teacher (Series Continued)

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

Facilitator(s): Alanna Eimers & Marieka Michaud
Date(s) of Class: January 28th, February 25th, March 25th
Time: 4:15 p.m. - 6:15 p.m.
Location: Thompson Ranch Elementary Room 115
Description: During this class teachers will be looking at the benefits of creating standards-based curriculum maps and the process of how to transform these into effective lesson plans. We will be focusing on how to efficiently plan: objectives, direct instruction, guided practice, independent practice, engagement and assessments. The goal is for teachers to become more comfortable with this process so that planning time is minimized and a more powerful focus is given to classroom instruction. Participants will need to bring a laptop, a 3rd quarter curriculum map (if available), and a lesson plan sample.

The Effective Teacher: First Days of School

Facilitator(s): Alanna Eimers, Alyssa Moon-Dyke & Taylor Rich
Date(s) of Class: January 22nd, January 28th, February 5th, February 12th, February 19th, February 25th, March 5th
Time: 4:15 p.m. - 6:15 p.m.
Location: Support Facility Training Room 1
Description: Teachers will participate in a 12 hour exploration of Harry Wong's The Effective Teacher training. Videos from The Effective Teacher and portions of The First Days of School book will be critiqued and discussed to identify effective management and teaching techniques. Learners will evaluate their current class set-up, management, and procedures, then revise them to create the most effective learning environment for their students that can be implemented immediately. Participants will need to bring a laptop, current classroom management plan with procedures, and The First Days of School by Harry Wong (if possible).

ESS Cohort

Facilitator(s): Kathleen Attilio
Date(s) of Class: January 20th, February 11th, March 18th, April 8th, April 29th
Time: 8:00 a.m. - 8:30 a.m.
Location: Canyon Ridge Data Room
Description: This class is for teachers who want to have a better understanding of the IEP process and developing accommodations and modifications for their ESS students.
Increasing Academic Achievement with Students Using L to J

Facilitator(s): Alanna Eimers
Date(s) of Class: January 9th
Time: 4:15 p.m. - 6:15 p.m.
Location: Thompson Ranch Elementary Room 115
Description: Do you ever get frustrated when you ask a student about a concept you have taught and you get nothing but a blank stare? If so, then implementing L to J into your classroom is a must! This program focuses on spiraling content on a once-a-week basis so that teachers are not giving student's permission to forget what they learn. A set of information is presented to students at the beginning of the year (or the beginning of implementation) and they are assessed on a certain number of items each week. Students then graph their progress after each test, both individually and as a class, to see progress made towards goals and to celebrate growth. The implementation of this spans from grades PK-adult and focuses on what the students can do, not on what they can't. It is a great confidence builder, motivator, and puts student achievement as the focal point of the classroom. Participants will need to bring a laptop to the class.

STEP Training - Early Release K-8 Schools

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

STEP Training - Late Release K-8 Schools

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

STEP Training - High Schools

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

Facilitator(s): Christine McClaine
Date(s) of Class: March 5th & March 19th
Time: 4:15 p.m. - 5:30 p.m.
Location: Countryside Elementary Room 204
Description: Beginning with an innovative approach to Bell Work that leads to a fully developed lesson plan using current news information and critical reading and thinking skills. This is called "The Flip Ship" lesson. Participants will need to bring note-taking materials to class.

Strategies That Work in the Middle School Classroom-Debates

Facilitator(s): Christine McClaine
Date(s) of Class: March 26th & April 2nd
Time: 4:15 p.m. - 5:30 p.m.
Location: Countryside Elementary Room 204
Description: This is an innovative approach to Bell Work that initiates a full lesson including research and preparation for classroom debates. Participants will need to bring note-taking materials to class.

Successful Test Taking Strategies for 5th-10th Grade

Facilitator(s): Christine McClaine
Date(s) of Class: February 5th & February 19th
Time: 4:15 p.m. - 5:30 p.m.
Location: Countryside Elementary Room 204
Description: This class provides a lesson on close reading and test-taking strategies. Students learn how to successfully read, comprehend, and track their logic during assessments. Participants will need to bring note-taking materials to class.

Critical Thinking

Facilitator(s): Dawn Smith
Date(s) of Class: January 29th
Time: 8:00 a.m. - 9:00 a.m.
Location: Sonoran Heights Elementary Room 113
Description: Critical thinking strategies to use in the classroom.

Facilitator(s): Dawn Smith
Date(s) of Class: January 30th
Time: 8:00 a.m. - 9:00 a.m.
Location: Canyon Ridge Elementary Data Room
Description: Critical thinking strategies to use in the classroom.
Independent Study

Facilitator(s): Dawn Smith  
Date(s) of Class: January 29th  
Time: 8:00 a.m. - 9:00 a.m.  
Location: Sonoran Heights Elementary Room 113  
Description: Independent study is one of the most frequently recommended instructional strategies for differentiating and individualizing instruction for gifted students. When compared to learning styles of more average students, gifted students like instructional strategies that emphasize independence such as in-depth study and discussion.

Fine Arts

Best Practices in the K-8 Art Classroom

Facilitator(s): Beth Rolfe  
Date(s) of Class: January 7th, February 4th, March 4th, April 1st  
Time: 4:30 p.m. - 6:00 p.m.  
Location: Cimarron Springs Elementary Room 307  
Description: Are you an art teacher who is looking for ways to use best practices for student achievement in the visual arts? Come to these trainings to learn and collaborate with other art teachers on how to support both content knowledge and overall student achievement. Participants will need to bring a laptop, concept skill sheets and curriculum maps.

Best Practices in the K-8 Music Classroom

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

Math Strategies for the Classroom

Facilitator(s): Sharla Jewett
Date(s) of Class: January 16th, January 23rd, February 6th, February 13th, February 20th
Time: 7:30 a.m. - 8:30 a.m.
Location: Canyon Ridge Data Room
Description: This training is for teachers who would like to incorporate strategies to increase students' understanding of math and their fluency. This will include strategies from the Illustrative Math conference, Singapore Math, and additional strategies from the AATM conference.

National Board of Professional Teaching Standards

National Board Certification: Pre-Candidacy

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

National Board Certification: Candidate Facilitation

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

Close Reading Part 2

Facilitator(s): Peggy Gregory  
Date(s) of Class: February 20th  
Time: 4:15 p.m. - 6:15 p.m.  
Location: District Office East Board Room  
Description: After a quick review of the student and teacher roles of close reading, the emphasis will shift to students discussing the text. Participants will then move to the criteria for text-dependent questions and practice writing some questions for an upcoming lesson. Participants will need to bring a piece of rigorous text for an upcoming lesson. Participants will be writing text-dependent questions for the reading.

DIBELS Next Training

Facilitator(s): Susan Knutson  
Date(s) of Class: February 20th & 27th  
Time: 4:30 p.m. - 7:30 p.m.  
Location: Dysart Elementary Library  
Description: Participants will learn how to administer the DIBELS (Dynamic Indicator of Basic Early Literacy Skills). Benchmark assessments include: First Sound Fluency, Letter Naming Fluency, Phoneme Segmentation Fluency, Nonsense Word Fluency, Oral Reading Fluency, and Retell Fluency. There will also be instruction in the DAZE comprehension measure.

Facilitator(s): Susan Knutson  
Date(s) of Class: March 5th & 6th  
Time: 4:30 p.m. - 7:30 p.m.  
Location: Dysart Elementary Library  
Description: Participants will learn how to administer the DIBELS (Dynamic Indicator of Basic Early Literacy Skills). Benchmark assessments include: First Sound Fluency, Letter Naming Fluency, Phoneme Segmentation Fluency, Nonsense Word Fluency, Oral Reading Fluency, and Retell Fluency. There will also be instruction in the DAZE comprehension measure.

Reading Workshop

Facilitator(s): Sharla Jewett  
Date(s) of Class: January 14th, January 28th, February 11th, February 25th, March 20th, April 10th, April 22nd, May 8th  
Time: 7:30 a.m. - 8:30 a.m.  
Location: District Office East Board Room  
Description: This training is for teachers who would like to incorporate Reading Workshop into their Literacy Block. We will be looking at integration of HM and the district curriculum map to provide a balanced literacy program for students. Participants will need to bring Fountas and Pinnell Guiding Readers and Writers text.
**Middle School Science Collaboration**

Facilitator(s): April Holton  
Date(s) of Class: January 29th, February 19th, April 2nd  
Time: 4:00 p.m. - 6:00 p.m.  
Location: Support Facility Training Room 3 (February 19th, April 2nd)  
District Office West Board Room (January 29th)  
Description: Teachers will gain a deeper understanding of the K-12 Framework for Science Education and the implications for student science learning and teaching.

**Flinn Scientific High School Lab Safety Training**

Facilitator(s): April Holton  
Date(s) of Class: Open Enrollment-December 19th through May 9th  
(All classes close on May 15th.)  
Time: 7 Hours Total  
Location: Online classes via Flinn Scientific  

Once the participant has finished the course and passed all of the assessments a certification will be available for print. This documentation must be e-mailed to April Holton at april.holton@dysart.org and is required to complete this course.

**Flinn Scientific Middle School Lab Safety Training**

Facilitator(s): April Holton  
Date(s) of Class: Open Enrollment-December 19th through May 9th  
(All classes close on May 15th.)  
Time: 6 Hours Total  
Location: Online classes via Flinn Scientific  
Description: The Flinn Scientific Middle School Laboratory Safety Certification Course is an on-line comprehensive six-hour safety training program. (http://labsafety.flinnsci.com/CertificateCourseSelection.aspx?CourseCode=MS)  
The course is organized into ten thematic units comprised of 40 essential topics.  
Each topic is a separate chapter.

Once the participant has finished the course and passed all of the assessments a certification will be available for print. This documentation must be e-mailed to April Holton at april.holton@dysart.org and is required to complete this course.
SOCIAL STUDIES

Socratic Seminars in Social Studies

Facilitator(s): Gina Bedene

Date(s) of Class: February 27th

Time: 4:00 p.m. - 6:00 p.m.

Location: District Office West Board Room

Description: This workshop is an opportunity to learn or refresh your understanding of appropriate and effective use of Socratic or mini seminars in your classroom as a way of developing critical thinking and speaking and listening skills in Social Studies. If you have tried using seminars before, and they did not work, we encourage you to join us for this workshop to learn ways to make the most effective use of this strategy to bring out deeper thinking and writing ability in your students. Participants will need to bring a laptop and note taking materials to the class.
AGENDA ITEM: *Support Staff Professional Development Classes for Spring, 2014

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

EXECUTIVE SUMMARY:

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

The list of 2014 Spring support staff professional development classes is attached.

BOARD ACTION REQUESTED:

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

SUBMITTED BY:  [Signature]  SUPERINTENDENT:  [Signature]

ACTION BY BOARD:  Motion:  ___  Second:  ___  Vote:  ___  AGENDA ITEM:  10
Professional Development Support
Spring Catalog 2014

Note: Online registration begins December 19, 2013
Copyright and Fair Use Guidelines in the Classroom

Facilitator(s): Technology Training Team  
Date(s) of Class: March 6th  
Time: 4:30 p.m. - 5:30 p.m.  
Location: District Office IT Training Lab  
Description: Copyright and fair use guidelines are abstract concepts to students. Helping them to navigate through the endless supply of information can be tricky, especially if you are not sure yourself. Join us as we simplify and delineate the best practices in the education setting. Explore resources that make the process of citing sources a piece of cake.

Google Sites

Facilitator(s): Technology Training Team  
Date(s) of Class: Open Enrollment-December 19th through May 9th  
(All classes close on May 15th.)  
Time: 2 Hours Total  
Location: Online classes via iSchool  
Description: This course will guide participants through the construction and design of a Google Site. It will begin with how to create a site and take participants through publishing of their own sites.
Google Docs: Create, Collaborate and Share

Facilitator(s): Technology Training Team
Date(s) of Class: January 14th - Riverview Elementary Room Art Room at 3:15-4:15 p.m.
January 15th - Dysart High School Room 5108 at 2:30-4:00 p.m.
January 16th - Parkview Elementary Room 112 at 3:15-4:15 p.m.
January 16th - Countryside Elementary Room 216 at 3:15-4:15 p.m.
January 22nd - El Mirage Elementary Room 254 at 3:15-4:15 p.m.
January 22nd - Dysart High School Room 5108 at 2:30-4:00 p.m.
January 23rd - Dysart Elementary Media Center at 3:15-4:15 p.m.
January 30th - Marley Park Elementary Room 254 at 4:00-5:00 p.m.
January 30th - Rancho Gabriela Elementary Room 238 at 3:15-4:15 p.m.
February 5th - Cimarron Springs Elementary Room Art Room at 3:15-4:15 p.m.
February 6th - Mountain View Elementary Room 234 at 4:00-5:00 p.m.
February 11th - Western Peaks Elementary Room 132 3:15-4:15 p.m.
February 12th - Dysart Early Childhood Education Center Room TBD at 4:15-5:15 p.m.
February 13th - Sonoran Heights Elementary Room 155 at 4:00-5:00 p.m.
February 20th - West Point Elementary Room 205 at 4:00-5:00 p.m.
February 20th - Willow Canyon High School Room TBD at 2:30-4:00 p.m.
February 26th - Willow Canyon High School Room TBD at 2:30-4:00 p.m.
February 27th - Riverview Elementary Room Art Room at 3:15-4:15 p.m.
March 3rd - Parkview Elementary Room 112 at 3:15-4:15 p.m.
March 5th - Sundown Mountain Room TBD at 2:30-4:00 p.m.
March 18th - Rancho Gabriela Elementary Room 238 at 3:15-4:15 p.m.
March 19th - Cimarron Springs Elementary Room Art Room at 3:15-4:15 p.m.
March 20th - Western Peaks Elementary Room 132 at 3:15-4:15 p.m.
April 1st - Dysart Early Childhood Education Center Room TBD at 4:15-5:15 p.m.

Time: Check above listing (Every school will be offered this course)
Location: Check above listing (Every school will be offered this course)
Description: This class will provide participants with the knowledge to utilize Google Docs to store, collaborate, and share documents that can be used to invigorate the classroom experience. Participants will be provided with a best practice utilization of this online application in order to integrate Google Docs as a tool for curriculum management and instruction. This class will cover management strategies, documents, spreadsheets, presentations, forms and drawing.

Got Edmodo?

Facilitator(s): Technology Training Team
Date(s) of Class: January 22nd
Time: 4:30 p.m. - 5:30 p.m.
Location: District Office Training Lab
Description: Edmodo is a District approved secure website for teachers and students. It is a blog and so much more. Edmodo offers a chance for collaboration and communication in a secure environment. This class will explore Edmodo and how it works. There are some new features that you may not know about. Participants will also take a look at creative ways to use Edmodo in their classroom. Participants will need to bring a laptop.
Got Edmodo?
Facilitator(s): Technology Training Team
Date(s) of Class: February 6th
Time: 4:30 p.m. - 5:30 p.m.
Location: DO Training Lab
Description: Edmodo is a District approved secure website for teachers and students. It is a blog and so much more. Edmodo offers a chance for collaboration and communication in a secure environment. This class will explore Edmodo and how it works. There are some new features that you may not know about. Participants will also take a look at creative ways to use Edmodo in their classroom. Participants will need to bring a laptop.

GENERAL

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

COMMUNITY OUTREACH

Growth & Development—Music and Movement for Early Childhood Settings
Facilitator(s): Sharon Boersma
Date(s) of Class: February 4th
Time: 6:30 p.m. - 8:30 p.m.
Location: Main Board Room
Description: This hands-on interactive workshop will explore developmental social benefits of creating experiences for children that include music and movement. Participants will be provided guidelines for choosing and using music and learn strategies on how to incorporate it into classroom curriculum.
Growth & Development - The Development of Emotional Intelligence and Responsibility

Facilitator(s): Sharon Boersma  
Date(s) of Class: April 8th  
Time: 6:30 p.m. - 8:30 p.m.  
Location: Main Board Room  
Description: By participating in this workshop, the participants will gain increased knowledge and understanding of the development of emotional intelligence and its importance in relation to behavior and self-control. Through this workshop, participants will be able to identify the traits of a positive learning environment and examine ways to increase the emotional intelligence for the children in their care.

Growth & Development - Keys to Inclusion

Facilitator(s): Sharon Boersma  
Date(s) of Class: April 12th  
Time: 8:00 a.m. - 10:00 a.m.  
Location: Main Board Room  
Description: Including children with disabilities in child care programs requires adaptability and sometimes "out of the box" thinking on the part of child care providers. Depending on the needs of the children, modifications may have to be made to environments, activities and routines. This session uses case studies to develop a systematic way of looking at modifications that should be considered to enable children to attend child care programs.

Health & Safety - Bullying

Facilitator(s): Sharon Boersma  
Date(s) of Class: March 22nd  
Time: 8:00 a.m. - 10:00 a.m.  
Location: Main Board Room  
Description: This workshop will look at practical tips and techniques to help teachers and students stop bullying. It will address real-life strategies to help teachers support both the bullies and their victims in order to change the cycle of confrontation.

Health & Safety - Health and Safety Practices for Young Children

Facilitator(s): Sharon Boersma  
Date(s) of Class: January 11th  
Time: 8:00 a.m. - 10:00 a.m.  
Location: Main Board Room  
Description: Recent statistics indicate that three out of 10 children require medical help as a result of an accident. What makes these statistics so startling is that most of these injuries could have been prevented. By applying and maintaining health, safety and child-proofing measures, child care providers can make their sites secure and safe for the children in their care.
Health & Safety-First Aid/CPR

Facilitator(s): Sharon Boersma
Date(s) of Class: March 22nd
Time: 9:00 a.m. - 12:00 p.m.
Location: Main Board Room
Description: This class is for all support staff requiring new certification or re-certification. The class is limited to 30 attendees and attendees should bring a check to Community Ed no later than March 19th for $20.00. Please contact Community Education to complete the registration. This cost will cover the training and certification card. The checks should be issued to “DUSD-Community Education.” For further information, contact the Community Education Office at 623-876-7056.

Infant Growth & Development-The Developing Child-Infants and Toddlers

Facilitator(s): Sharon Boersma
Date(s) of Class: February 8th
Time: 10:15 a.m. - 12:15 p.m.
Location: Main Board Room
Description: This workshop explores the developmental milestones and theoretical principles that support infants and toddlers in their developmental journey. Through this ages and stages approach, participants will identify opportunities and classroom strategies to further a child’s development in each developmental domain.

Infant Growth & Development-Social Emotional Growth & Socialization

Facilitator(s): Sharon Boersma
Date(s) of Class: April 12th
Time: 10:15 a.m. - 12:15 p.m.
Location: Main Board Room
Description: This workshop addresses the healthy emotional development of children from birth through age three and the types of early experiences that are necessary to nurture this growth.
Program Management-Basic Classroom Design for Play and Learning

Facilitator(s): Sharon Boersma
Date(s) of Class: May 6th
Time: 6:30 p.m. - 8:30 p.m.
Location: Main Board Room
Description: In this workshop, participants will explore the value of designing classroom environments to reflect the varying needs of children of differing ages. Participants will discuss the value of creating activity areas and "opportunities for possibilities" to encourage children to play, explore, and learn. During the workshop, participants will learn strategies to address design challenges. In addition, participants will examine their own classrooms to determine how they can enhance their use of space and materials.

Program Management-ERS Overview Training

Facilitator(s): Sharon Boersma
Date(s) of Class: March 18th
Time: 6:30 p.m. - 8:30 p.m.
Location: Main Board Room
Description: This workshop will offer participants the opportunity to learn about the structure and use of the Environmental Rating Scales in early childhood classrooms. As part of the workshop, participants will have a hands-on opportunity to see how the tools are scored.

Program Management-Stress Busters: Recognizing and Relieving Stress

Facilitator(s): Sharon Boersma
Date(s) of Class: January 7th
Time: 6:30 p.m. - 8:30 p.m.
Location: Main Board Room
Description: Working in the field of child care often creates stressful situations for staff. If these day-to-day stressors are not addressed, staff can become burnt out with their jobs. This fun and interactive workshop explores signs of stress and factors that contribute to feeling of stress. Participants will learn strategies that will build coping skills in order to alleviate stress.

Program Management-Time Management

Facilitator(s): Sharon Boersma
Date(s) of Class: February 8th
Time: 10:15 a.m. - 12:15 a.m.
Location: District Office Main Board Room
Description: This workshop will explore the challenges faced by child care staff in balancing activities across the classroom day and at the same time managing their own personal and family needs. Strategies and techniques will be offered to enhance time management skills and support staff in maintaining a more balanced feeling in their lives.
AGENDA ITEM: *Recommendation to Approve Overnight and Out-of-State Travel

EXECUTIVE SUMMARY:

Administration recommends approval of the listed overnight and out-of-state travel requests.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the overnight and out-of-state travel as listed.

SUBMITTED BY: ________________________ SUPERINTENDENT:  

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: _____
<table>
<thead>
<tr>
<th>Site</th>
<th>Date</th>
<th>Event</th>
<th>Purpose</th>
<th>Attendees</th>
<th>Cost</th>
<th>Funding</th>
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</thead>
<tbody>
<tr>
<td>Willow Canyon</td>
<td>March 27-31, 2014</td>
<td>United Spirit Association Nationals Competition in Anaheim, CA</td>
<td>Attending the competition increases the teams competitive drive, encourages a desire to hone individual skills, provides the opportunity to be seen by potential college recruiters.</td>
<td>50 students and 6 coaches / chaperones</td>
<td>$33,678</td>
<td>Booster, Student Activities, Student Contributions and Athletic Fund</td>
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<td>Marley Park and Surprise</td>
<td>May 2, 2014</td>
<td>Turn Around Trip to Attend the Disneyland Excellence in Entertainment Soutrack Session Instrumental Premium Workshop in Anaheim, CA</td>
<td>Educational program designed for students of the arts and provides important concepts and performance techniques that reinforce and blend with the magic of Disney to guide students towards musical futures.</td>
<td>47 students, band director and 6 teacher / parent chaperones</td>
<td>$9,594</td>
<td>Student Contributions, Band Club, PTA, West Valley Arts Council Grant</td>
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<td>El Mirage</td>
<td>January 13-14, 2014</td>
<td>Required No Excuses University Institute in San Diego, CA</td>
<td>Training to maintain the school certification and designation as a No Excuses University school</td>
<td>Principal</td>
<td>$1,700</td>
<td>Title I</td>
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<td>Western Peaks</td>
<td>February 27-March 1, 2014</td>
<td>Southern California Teacher Forum on Holocaust Education, Los Angeles, CA</td>
<td>Explore the content, methodologies and rationales for teaching the history, increase teacher knowledge and examine contemporary issues associated with the history.</td>
<td>2 seventh / eighth grade teachers</td>
<td>N/A</td>
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### Overnight and/or Out-of-State Travel
#### December 18, 2013

**Consent Agenda**

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<th>Purpose</th>
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<td>District Office</td>
<td>January 14-17, 2014</td>
<td>Laserfiche Conference, Long Beach, CA</td>
<td>Provide the records management team with knowledge, skills, solutions and best practices in implementing the electronic content management system.</td>
<td>Records Manager, Records Specialist and Applications Analyst Coordinator</td>
<td>$2,110</td>
<td>M&amp;O</td>
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AGENDA ITEM: *Certificate of Result of Special Bond Election

**EXECUTIVE SUMMARY:**

Per A.R.S. §35-454(f), it is required the Governing Board file and record in the Office of the County Recorder, a Certificate relating to the District’s Bond Election.

It is recommended the Governing Board adopt the certificate disclosing the outcome of the Special Bond Election held on November 5, 2013 and direct that such Certificate be recorded in the Office of the County Recorder of Maricopa County, Arizona.

The certificate has been reviewed and released by legal counsel.

**BOARD ACTION REQUESTED:**

It is recommended the Governing Board approve to adopt the certificate disclosing the outcome of the Special Bond Election held on November 5, 2013 and direct that such Certificate be recorded in the Office of the County Recorder of Maricopa County, Arizona.

**SUBMITTED BY:**

**ACTION BY BOARD:** Motion: ______ Second: ______ Vote: ______ AGENDA ITEM: 12
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<th>Turnout (%)</th>
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Printed: Friday, November 08, 2013 9:11 PM  
Data Refreshed: 11/8/2013 9:02 PM  
Page 13 of 31
CERTIFICATE OF RESULT OF SPECIAL ELECTION

I, Dr. Gail Pletnick and Traci Sawyer-Sinkbeil, School Superintendent and President of the Governing Board of the Dysart Unified School District No. 89 of Maricopa, Arizona (the "District"), respectfully, hereby certify as follows:

1. A special bond election was duly called and held in and for the District on November 5, 2013.

2. The majority of the votes cast at the special bond election were not in favor of the issuance and sale of school improvement bonds of the District in the principal amount of $86,800,000.

3. The results of the election are set forth in the tabulation of election returns attached hereto.

IN WITNESS WHEREOF, I have hereunto set my hand on __________, 20__.

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

Dr. Gail Pletnick, Superintendent

Traci Sawyer-Sinkbeil,
President of the Governing Board

Attachment: Election results

THIS DOCUMENT MUST BE RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA
AGENDA ITEM: *Extra Curricular Tax Credit Fund and Student Activities Fund Reports for the Month of November 2013

Action/Consent X Action/Discussion N/A Information N/A Supporting Data X

Cost: N/A Funding Source: N/A

EXECUTIVE SUMMARY:

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

BOARD ACTION REQUESTED:

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

SUBMITTED BY: Jack Etter SUPERINTENDENT: Steve Flanagan

ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM: 13
## DUSD # 89
### STUDENT ACTIVITIES FUND
#### PERIOD ENDING: NOVEMBER 2013

<table>
<thead>
<tr>
<th>Project</th>
<th>Beginning Cash Balance</th>
<th>Income (Deposits/Trfr)</th>
<th>Expense (Paid Invoices)</th>
<th>Subtotal: Month End Cash Balance</th>
<th>Expense Open POs (Encumbrances)</th>
<th>Month End Including Encumbrances</th>
</tr>
</thead>
<tbody>
<tr>
<td>8028 Dance Club</td>
<td>$3,653.91</td>
<td>$2,315.81</td>
<td>$1,338.10</td>
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<td>8086 Diversity/Unity Club</td>
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<td>$234.87</td>
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<td>8117 Gay-Straight Alliance Club</td>
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<td>8046 Girls' Soccer Club</td>
<td>$2,409.28</td>
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<td>$5,761.28</td>
<td>$3,461.28</td>
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<td>8055 HOSA (Health Occupations Students of America)</td>
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<td>8145 International Club</td>
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<td>8124 LGBT (Lesbian, Gay, Bisexual, Transgender) Club</td>
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<td>8066 NHS Club (National Honor Society)</td>
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<td>8143 ROTH (Reach Out to Help Animals) Club</td>
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<td>8072 SADD Club (Students Against Destructive Decisions)</td>
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<td>8121 SCATT (Student Club of Athletic Trainers in Training)</td>
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<td>8133 Skills USA/Engineering</td>
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<td>8075 Softball Club (Co-Ed)</td>
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<td>$1,651.95</td>
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<td>8137 Speech and Debate Club</td>
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<td>8001 Student Council</td>
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<td>8079 Swim Club</td>
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<td>8082 Tennis Club (Co-Ed)</td>
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<td>8085 Track and Field Club</td>
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<td><strong>Totals for Shadow Ridge HS</strong></td>
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**Grand Total**: $578,584.18 $67,880.65 $555,384.17 $92,010.07 $463,374.10

Submitted by: Jack Eaton
Executive Director of Business, 12/1/2013

X

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

<table>
<thead>
<tr>
<th>Project</th>
<th>ELEMENTARY/ALTERNATIVE SCHOOLS:</th>
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<td>Beginning Cash Balance</td>
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<td>8001 1</td>
<td>101 - DYSART</td>
</tr>
<tr>
<td>8001 2</td>
<td>102 - EL MIRAGE</td>
</tr>
<tr>
<td>8001 3</td>
<td>103 - LUKE</td>
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<tr>
<td>8001 4</td>
<td>104 - SURPRISE</td>
</tr>
<tr>
<td>8001 5</td>
<td>106 - KINGSWOOD</td>
</tr>
<tr>
<td>8001 6</td>
<td>108 - WEST POINT</td>
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<tr>
<td>8001 7</td>
<td>109 - COUNTRYSIDE</td>
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<tr>
<td>8001 8</td>
<td>111 - ASHTON RANCH</td>
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<td>8001 9</td>
<td>112 - CIMARRON SPRINGS</td>
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<td>8001 10</td>
<td>116 - MARLEY PARK</td>
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<td>8001 11</td>
<td>117 - THOMPSON RANCH</td>
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<td>8001 12</td>
<td>118 - SUNSET HILLS</td>
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<tr>
<td>8001 13</td>
<td>119 - RANCHO GABRIELA</td>
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<td>8001 14</td>
<td>120 - SONORAN HEIGHTS</td>
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<td>8001 15</td>
<td>121 - WESTERN PEAKS</td>
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<td>8001 16</td>
<td>122 - PARKVIEW</td>
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<td>8001 17</td>
<td>123 - MOUNTAIN VIEW</td>
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<tr>
<td>8001 18</td>
<td>124 - CANYON RIDGE</td>
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<td>8001 19</td>
<td>126 - DESERT MOON (Closed to KW, PES, WPT)</td>
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<td>8001 20</td>
<td>127 - RIVIERVIEW</td>
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<tr>
<td>8001 21</td>
<td>215 - SUNDOWN MTN ALT PROGR</td>
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### Totals for Elementary/Alternative Schools
- **Beginning Cash Balance**: $208,739.79
- **Income (Deposits/Trfr)**: $12,442.67
- **Expense (Paid Invoices)**: $(6,494.11)
- **Subtotal: Month End Cash Balance**: $177,985.85
- **Expense Open POs (Encumbrances)**: $(25,381.43)
- **Month End Including Encumbrances**: $152,604.42

---

## 205 - DYSART HIGH SCHOOL

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<tr>
<th>Project</th>
<th>Income (Deposits/Trfr)</th>
<th>Expense (Paid Invoices)</th>
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<th>Expense Open POs (Encumbrances)</th>
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## DUSD # 89

### STUDENT ACTIVITIES FUND

#### PERIOD ENDING: NOVEMBER 2013

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<tr>
<th>Project Description</th>
<th>Beginning Cash Balance</th>
<th>Income (Deposits/Trfr)</th>
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<th>Subtotal: Month End Cash Balance</th>
<th>Expense Open POs (Encumbrances)</th>
<th>Month End Including Encumbrances</th>
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<tbody>
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<tr>
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### DUSD # 89

#### STUDENT ACTIVITIES FUND

**PERIOD ENDING: NOVEMBER 2013**

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<thead>
<tr>
<th>Project</th>
<th>Beginning Cash Balance</th>
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<th>Month End Including Encumbrances</th>
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<tbody>
<tr>
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<td>Three Dimensional Clay Club</td>
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#### 210 - WILLOW CANYON HIGH

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## DUSD # 89

### STUDENT ACTIVITIES FUND

**PERIOD ENDING: NOVEMBER 2013**

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<th>Beginning Cash Balance</th>
<th>Income (Deposits/Trfr)</th>
<th>Expense (Paid Invoices)</th>
<th>Subtotal: Month End Cash Balance</th>
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### 220 - VALLEY VISTA HIGH SCHOOL

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<th>Expense Open POs (Encumbrances)</th>
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## DUSD # 89
### STUDENT ACTIVITIES FUND
#### PERIOD ENDING: NOVEMBER 2013

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# DUSD # 89

## STUDENT ACTIVITIES FUND

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<th>Income (Deposits/Trfr)</th>
<th>Expense (Paid Invoices)</th>
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<td>8142 Skills USA / Health &amp; Public Safety Club</td>
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<td>8092 Wrestling Club</td>
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### 225 - SHADOW RIDGE HIGH SCHOOL

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<th>Beginning Cash Balance</th>
<th>Income (Deposits/Trfr)</th>
<th>Expense (Paid Invoices)</th>
<th>Subtotal: Month End Cash Balance</th>
<th>Expense Open POs (Encumbrances)</th>
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<td>8144 Class of 2016</td>
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### DYSART UNIFIED SCHOOL DISTRICT
#### EXTRA CURRICULAR TAX CREDIT FUNDS FOR FISCAL YEAR 2013-14
#### Period ending November 30, 2013

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<tr>
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<td>5,710.71</td>
<td>7,756.89</td>
<td>44,286.23</td>
<td>8,613.91</td>
<td>3,999.97</td>
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<td>437.18</td>
<td>416.61</td>
<td>279.17</td>
<td>202.46</td>
<td>763.94</td>
<td>659.12</td>
<td>752.10</td>
<td>3,989.87</td>
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<td>(13,900.00)</td>
<td>(6,000.00)</td>
<td>(416.61)</td>
<td>279.17</td>
<td>202.46</td>
<td>763.94</td>
<td>659.12</td>
<td>752.10</td>
<td>3,989.87</td>
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<tr>
<td>Total Expenses</td>
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<td>(2,937.36)</td>
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<td>(474.46)</td>
<td>2,092.80</td>
<td>4,780.71</td>
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<td>44,286.23</td>
<td>8,613.91</td>
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<td>5,544.65</td>
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<td>39,925.33</td>
<td>11,419.86</td>
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**Athletics - 5501**

| Beg Bal as of 07/01/13  | 12,784.38 | 9,039.23 | 5,786.55 | 2,417.18 | 4,129.15 | 1,640.57 | 2,888.64 | 19.21 | 4,684.20 | 5,024.23 | 7,837.66 | 6,632.38 |
| Total Revenue           | 3,669.29 | 3,786.80 | 2,472.73 | 4,068.63 | 4,220.01 | 4,531.50 | 2,991.69 | 3,405.66 | 2,284.55 | 5,173.54 |
| Total Encumbrances      | (10,495.34) | (2,500.00) | (5,000.00) | (197.68) | (1,356.37) | (2,500.00) | (5,000.00) | (996.12) | (5,446.11) | (2,284.55) | 5,173.54 |
| Total Expenses          | (1,307.36) | (1,026.77) | (1,415.66) | (1,477.71) | (705.66) | (450.56) | (1,115.04) | (796.12) | (5,446.11) | (2,284.55) | 5,173.54 |
| Ending Balance          | 4,650.97 | 9,299.26 | 3,259.28 | 4,096.09 | 5,811.32 | 3,015.32 | 3,608.65 | 4,550.71 | 1,669.43 | 3,544.76 | 6,765.63 | 5,244.87 |

**Fine Arts - 5502**

| Beg Bal as of 07/01/13  | 16,717.21 | 3,095.68 | 10,213.18 | 4,040.00 | 3,091.49 | 6,144.15 | 3,022.66 | 1,718.88 | 2,519.38 | 3,098.42 | 5,720.97 | 2,341.84 |
| Total Revenue           | 349.77 | 3.60 | 112.01 | 509.77 | 103.84 | 1,577.45 | 1,874.09 | 2.02 | 1,548.51 | 2,897.89 | 405.73 | 1,402.22 |
| Total Encumbrances      | (197.02) | (689.97) | (1,111.63) | (131.54) | (524.91) | (238.82) | (734.06) | (263.14) | (541.92) | (2,284.55) | 5,173.54 |
| Total Expenses          | (567.17) | (1,043.88) | (1,415.66) | (1,477.71) | (705.66) | (450.56) | (1,115.04) | (796.12) | (5,446.11) | (2,284.55) | 5,173.54 |
| Ending Balance          | 16,302.79 | 726.41 | 9,213.56 | 3,392.10 | 3,193.13 | 5,729.57 | 4,696.76 | 1,720.90 | 2,489.15 | 5,230.25 | 5,664.56 | 3,037.55 |

**Enrichment/Remedial - 5505**

| Beg Bal as of 07/01/13  | 22,154.90 | 13,322.91 | 4,262.67 | 8,010.86 | 7,329.12 | 6,988.66 | 574.00 | 2,274.65 | 1,220.44 | 1,945.27 | 5,769.19 | 6,082.60 |
| Total Revenue           | 543.10 | 765.67 | 1,426.04 | 97.81 | 308.52 | 93.19 | 601.54 | 43.21 | 801.44 | 2.16 | 308.09 | 1,710.22 |
| Total Encumbrances      | (35.49) | (83.20) | (167.85) | (62.00) | (34.91) | (34.91) | (34.91) | (34.91) | (34.91) | (34.91) | (34.91) | (34.91) |
| Total Expenses          | (341.91) | (315.71) | (348.91) | (348.91) | (348.91) | (348.91) | (348.91) | (348.91) | (348.91) | (348.91) | (348.91) | (348.91) |
| Ending Balance          | 22,346.60 | 13,704.58 | 5,877.71 | 6,201.93 | 7,873.74 | 6,368.88 | 1,575.54 | 2,788.07 | 2,021.88 | 1,785.93 | 5,153.42 | 9,636.73 |

**TOTAL BY SCHOOL**

|                  | 79,126.48 | 60,360.11 | 57,548.21 | 43,689.66 | 30,230.84 | 16,069.82 | 11,334.94 | 11,728.11 | 7,324.39 | 59,728.84 | 29,339.01 |

*Submitted by*

Jack Eaton  
Business Services Executive Director

*Date*  
12/4/13
### DYSART UNIFIED SCHOOL DISTRICT NO.89
**EXTRA CURRICULAR TAX CREDIT FUNDS FOR FISCAL YEAR 2013-14**
**Period ending November 30, 2013**

<table>
<thead>
<tr>
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<tbody>
<tr>
<td><strong>Beg Bal as of 07/01/13</strong></td>
<td>6,212.30</td>
<td>8,832.07</td>
<td>7,794.79</td>
<td>9,498.89</td>
<td>12,770.50</td>
<td>166.11</td>
<td>6,488.85</td>
<td>7,203.72</td>
<td>4,581.81</td>
<td>375,198.96</td>
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<td><strong>Total Encumbrances</strong></td>
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<td>(500.00)</td>
<td>(1,142.27)</td>
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<td>(1,422.27)</td>
<td>(32,439.50)</td>
<td>(1,422.27)</td>
<td>(32,439.50)</td>
<td>(1,422.27)</td>
<td>(32,439.50)</td>
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<tr>
<td><strong>Total Expenses</strong></td>
<td>(551.06)</td>
<td>(315.57)</td>
<td>(6,212.90)</td>
<td>(8,832.07)</td>
<td>(7,794.79)</td>
<td>(9,498.89)</td>
<td>(12,770.50)</td>
<td>(166.11)</td>
<td>(6,488.85)</td>
<td>(7,203.72)</td>
<td>(4,581.81)</td>
<td>(375,198.96)</td>
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<tr>
<td><strong>Ending Balance</strong></td>
<td>6,763.07</td>
<td>8,396.11</td>
<td>7,488.39</td>
<td>9,510.06</td>
<td>14,585.52</td>
<td>1,416.31</td>
<td>3,165.13</td>
<td>51,277.73</td>
<td>8,498.84</td>
<td>8,402.30</td>
<td>3,965.22</td>
<td>356,838.55</td>
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</table>

#### Athletics - 5501

| **Beg Bal as of 07/01/13** | 2,089.92 | 2,680.91 | 2,294.59 | 4,553.29 | 5,671.36 | 1,599.12 | 4,293.08 | 45,340.29 | 27,015.34 | 278,629.58 |
| **Total Revenue** | 3,853.73 | 3,864.55 | 3,989.13 | 2,936.32 | 3,892.03 | 3,476.54 | 27,594.82 | 53,525.57 | 8,488.85 | 21,393.76 |
| **Total Encumbrances** | (1,025.00) | (2,532.21) | (535.92) | (2,000.00) | (3,006.50) | (8,901.35) | (9,468.24) | (8,555.20) | (19,815.51) | (101,455.37) |
| **Total Expenses** | (156.75) | (2,117.87) | (1,190.22) | (35.65) | (2,405.73) | (52,295.27) | (7,489.56) | (45,167.80) | (156,619.18) | (230,703.73) |
| **Ending Balance** | 5,943.65 | 5,520.46 | 3,594.76 | 4,836.12 | 3,349.05 | 3,811.79 | 2,357.39 | 11,738.49 | 32,812.10 | 356,838.55 |

#### Fine Arts - 5502

| **Beg Bal as of 07/01/13** | 4,401.33 | 5,460.21 | 6,055.20 | 856.57 | 5,643.12 | 1,276.81 | 4,293.08 | 13,016.81 | 14,755.85 | 132,479.42 |
| **Total Revenue** | 225.25 | 345.61 | 577.17 | 201.07 | 1,435.85 | 1,143.36 | 35.77 | 1,415.14 | 830.71 | 23,117.82 |
| **Total Encumbrances** | (144.25) | (54.55) | (60.00) | (1,107.29) | (151.30) | (1,746.90) | (9,468.24) | (8,555.20) | (19,815.51) | (101,455.37) |
| **Total Expenses** | (721.42) | (2,117.87) | (30.00) | (1,439.26) | (1,075.00) | (1,258.25) | (103.11) | (55.11) | (13,970.46) | (6,601.97) |
| **Ending Balance** | 4,626.58 | 4,940.15 | 3,632.37 | 4,934.12 | 3,348.09 | 2,357.39 | 11,738.49 | 32,812.10 | 77,783.54 | 249,203.76 |

#### Enrichment/Remedial-5505

| **Beg Bal as of 07/01/13** | 5,112.59 | 200.00 | 1,927.82 | 3,962.26 | 6,406.00 | 5,673.25 | 4,981.29 | 34,067.19 | 5,283.94 | 158,482.22 |
| **Total Revenue** | 206.01 | 220.00 | 2.27 | 684.73 | 7.11 | 2,122.92 | 5.86 | 2,055.26 | 531.84 | 12,456.47 |
| **Total Encumbrances** | (200.00) | (103.11) | (1,107.29) | (800.00) | (7,489.56) | (1,746.90) | (9,468.24) | (8,555.20) | (19,815.51) | (2,034.58) |
| **Total Expenses** | (5,103.48) | (600.00) | (7,489.56) | (156,619.18) | (230,703.73) | (230,703.73) | (230,703.73) | (230,703.73) | (230,703.73) | (230,703.73) |
| **Ending Balance** | 5,318.69 | 220.00 | 1,930.69 | 4,483.88 | 6,054.01 | 1,598.48 | 4,987.15 | 36,236.45 | 5,815.56 | 161,007.10 |

**TOTAL BY SCHOOL**

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<td>54,473.84</td>
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GOVERNING BOARD ITEM

AGENDA ITEM:  *Approval/Ratification of Payroll Vouchers 31 and 7563 in the Amount of $5,253,261.39

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<tr>
<th>DATE</th>
<th>VOUCHER #</th>
<th>AMOUNT</th>
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<td>12/06/13</td>
<td>31</td>
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<td>12/06/13</td>
<td>7563</td>
<td>$5,083,932.92</td>
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TOTAL $5,253,261.39

BOARD ACTION REQUESTED:
It is recommended the Governing Board approve/ratify payroll vouchers 31 and 7563 in the amount of $5,253,261.39.

SUBMITTED BY: Jack Easton
SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion:    Second:     Vote:     AGENDA ITEM: 14
DYSART UNIFIED VOUCHER

Voucher No: 31  Voucher Date: 12/06/2013  Prepared By: [Signature]

Printed: 12/02/2013 02:15:22 PM

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $169,328.47 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2013 to June 30, 2014 (period cannot overlap fiscal year end.)

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

[Signature]

TRACI SAWYER-SINKBEIL  PRESIDENT

JERRY EYNON  CLERK

BLOSSOM TANDE  MEMBER

BONNIE SCHROADER  MEMBER

JENNIFER TANNER  MEMBER

DYSART UNIFIED

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**Total:** $169,328.47
DYSART UNIFIED VOUCHER

Voucher No: 7563  Voucher Date: 12/06/2013  Prepared By: ______

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $5,083,932.92 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2013 to June 30, 2014 (period cannot overlap fiscal year end.)

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

Jack Date

TRACI SAWYER-SINKBEIL  PRESIDENT

JERRY EYNON  CLERK

BLOSSOM TANDE  MEMBER

BONNIE SCHROADER  MEMBER

JENNIFER TANNER  MEMBER

DYSART UNIFIED

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$5,083,932.92
AGENDA ITEM: *Approval/Ratification of Expense Vouchers 1024 and 1025 in the Amount of $1,563,378.11

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<td>$904,403.77</td>
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TOTAL $1,563,378.11

BOARD ACTION REQUESTED:
It is recommended the Governing Board approve/ratify expense vouchers 1024 and 1025 in the amount of $1,563,378.11.
DYSART UNIFIED VOUCHER

Voucher No: 1024  Voucher Date: 11/25/2013  Prepared By: Y. Cochran

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $658,974.34 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2013 to June 30, 2014 (period cannot overlap fiscal year end.)

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

TRACI SAWYER-SINKBEIL  PRESIDENT

JERRY EYNON  CLERK

BLOSSOM TANDE  MEMBER

BONNIE SCHROADER  MEMBER

JENNIFER TANNER  MEMBER

DYSART UNIFIED

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Created By: ncocochran  Posted By: ncocochran  Date: 11/25/2013 15:34:43  Page: 1
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**Total:** $658,974.34
DYSART UNIFIED VOUCHER

Voucher No: 1025  Voucher Date: 12/05/2013  Prepared By: 

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $904,403.77 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2013 to June 30, 2014 (period cannot overlap fiscal year end.)

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

TRACI SAWYER-SINKBEIL PRESIDENT

JERRY EYNON CLERK

BLOSSOM TANDE MEMBER

BONNIE SCHROADER MEMBER

JENNIFER TANNER MEMBER

DYSART UNIFIED

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Dysart Unified School District December 18, 2013 Governing Board Meeting

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

GOVERNING BOARD ITEM

AGENDA ITEM: Recommendation for Approval of K-8 School Boundaries

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

EXECUTIVE SUMMARY:

A District Boundary Committee consisting of parents, staff and community members met November 13, 2013 and November 25, 2013. The committee reviewed the boundary history, demographic data, and challenges faced by the district regarding overcrowding and new growth.

The purpose of the committee was to advise Dysart Administration’s efforts to address current K-8 enrollment conditions based on the established goals.

- resolve over-crowding,
- prepare for new growth,
- allow for school choice and
- minimize future change

The information was shared with the Governing Board at its December 4, 2013 meeting.

The proposed boundary changes including the work of the committee were posted to the Dysart Unified School District website for public viewing and comment. A Public Meeting was held December 11, 2013 at the District Office at which time the proposed K-8 boundary was discussed. The meeting was conducted by Dr. Quinn Kellis. No high school boundary changes are being recommended.

At this time, Administration will present the Governing Board with a recommendation to approve the proposed boundary changes.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the proposed K-8 School boundaries as presented effective with the 2014-2015 school year.

SUBMITTED BY: SUPERINTENDENT: 

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

Page 1 of 1
AGENDA ITEM: Information on Open Enrollment for 2014-2015

Executive Summary:
Administration will present information about the open enrollment process for 2014-2015.

Board Action Requested:
It is recommended the Governing Board accept the information presented.

Submitted By: ____________________________ Superintendent: ____________________________

Action by Board: Motion: ______ Second: ______ Vote: ______ Agenda Item: ______
Dysart Unified School District December 18, 2013 Governing Board Meeting

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

GOVERNING BOARD ITEM

AGENDA ITEM:  Recommendation for Revision of Governing Board Policies - First Reading

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

Cost: N/A Funding Source: N/A

EXECUTIVE SUMMARY:

ASBA Policy Advisories 476-496 were provided to update member districts’ policies to be in compliance with state and federal law. The following policies and procedures have been revised and/or new policies recommended for adoption.

Section 2.17 – Agenda Preparation and Dissemination
Section 3.0 – Administration of the District
Section 3.4 – Authority of the Superintendent
Section 5.2 – Reporting of Hazards / Warning Systems
Section 5.3 – Accident Reports
Section 5.4 – Weather-Related and Emergency Closings
Section 7.9 – Smoking by Staff Members
Section 7.15 – Staff Participation in Political Activities
Section 7.36 – Professional Staff Certification and Credentialing – Fingerprinting Requirements
Section 9.11 – Procedure – Special Instructional Programs (page 161)
Section 9.47 – Animals in Schools
Section 10.29 – Tobacco Use by Students
Section 10.30 – Drug and Alcohol Use by Students
Section 10.49 – Immunizations of Students
Section 10.52 – Administering Medicines to Students
Section 10.54 – Reporting Child Abuse / Child Protection
Section 11.16 – Smoking on School Premises at Public Functions
Section 11.18 – Public Solicitations in Schools

BOARD ACTION REQUESTED:

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

SUBMITTED BY: ____________________________________________ SUPERINTENDENT: ____________________

ACTION BY BOARD: Motion: ______ Second: ______ Vote: ______ AGENDA ITEM: __8__
Section 2 – Board Governance

Section 2.17 – Agenda Preparation and Dissemination

Regular Meetings

The Superintendent will prepare Board meeting agendas in consultation with the Board President.

The Superintendent or Board members may place items on the agenda. Any Board member desiring to place an item on the agenda will notify the Superintendent in writing of the particular item of business at least five (5) working days before the meeting.

The agenda of each regular Board meeting may contain a consent agenda. Consent agenda items will be determined and indicated by the Superintendent, with the concurrence of the Board President, at the time agendas are prepared for the regular meetings of the Board. Consent agenda items will be listed in the order of business of regular Board meetings. All backup material relating to any consent agenda items will be included in the Board's agenda packets.

Consent agenda items may be removed for discussion and debate by any member of the Board by notifying the Board President or the Superintendent twenty-four (24) hours before the regular Board meeting or by a majority of the Board members present at the Board meeting. It may be removed from the agenda and will then be placed on the next Board meeting agenda. If the matter is time sensitive, the Board may consider the item at the regular Board meeting at which it was scheduled to be considered on the consent agenda, if 24 hour notice is given.

The agenda and supporting materials shall be distributed to the Board members not less than twenty-four (24) hours prior to the meeting. Every reasonable attempt will be made to provide the agenda and supporting materials five (5) calendar days in advance of the meeting.

Persons with a disability or who need an interpreter may request a reasonable accommodation by contacting the Governing Board Secretary at least 48-hours in advance to arrange services.

Copies of the agenda shall be available to the public and the press at least twenty-four (24) hours prior to the meeting, upon request.

Special Meetings

Whenever possible, the procedures for agenda preparation and dissemination used for regular meetings will be used for special meetings.

These procedures may be altered by the Superintendent during an emergency or when compliance would be impractical. However, the Superintendent shall comply with all legal requirements in scheduling special meetings.
AGENDA PREPARATION AND DISSEMINATION

Governing Board Meeting Agenda

The agenda shall list the specific matters to be discussed, considered or decided at the meeting. The Governing Board may discuss, consider or make decisions only on matters listed on the agenda.

Executive Sessions

An executive session may be scheduled, as necessary, during either a regular or special meeting.

When an executive session is to be held, the notice must state the specific provision of law authorizing the executive session. The Board may vote to hold an executive session for the purpose of obtaining legal advice from the Board’s attorney on any matter listed on the agenda pursuant to A.R.S. 38-431.03(A)(3).

Emergency Meetings

An emergency meeting shall be subsequently followed by the posting of a public notice within twenty-four (24) hours declaring that an emergency session has been held and setting forth the information specified by A.R.S. 38-431.02. Chapter 7 of the Arizona Agency handbook shall be consulted for guidance when an emergency action or meeting is being considered.

Accommodations for the Disabled

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Governing Board Secretary at 623-876-7002. Requests should be made as early as possible to allow time to arrange the accommodation.

Governing Board Meeting Packets

Board meeting packets will be prepared and delivered to Board members on the Friday prior to the regularly scheduled Board meeting. Board packets will be made available only to District office immediate staff members and to campus principals.

The Board meeting agenda will be available to anyone twenty-four (24) hours prior to a regularly scheduled Board meeting. The Board meeting agenda and agenda materials will be posted to the District website not less than twenty-four (24) hours prior to a Board meeting. The agenda will also be available at the Board meeting.

The agenda and edited agenda materials also will be made available to others upon request.

A maximum of ten (10) edited Printed copies of the Board packets will be prepared in advance and available at the District office upon request twenty-four (24) hours prior to a regularly scheduled Board meeting.
Section 3 – Board Superintendent Relationship

Section 3.0 – Administration of the District

The establishment of policies is the responsibility of the Board, and the execution of those policies is a function of the Superintendent.

The Superintendent is the chief executive officer of the School District and is responsible for the professional leadership and skill necessary to translate the policies of the Board into administrative action.

The Superintendent is responsible for the administration of the District. The Superintendent may delegate the necessary authority to other employees and develop such procedures and regulations as the Superintendent considers necessary to ensure efficient operation of the District.

It is the intent of the Board that all official connections and communications regarding the operational organization, its administration, faculty and staff, its methods and practices, and its achievements and conduct, will be through the Superintendent.

The Governing Board delegates to the Superintendent, among other powers, the authority to perform the following acts:

- Give notice to teachers, pursuant to A.R.S. 15-536, of the Board’s intention not to offer a teaching contract.
- Give notice to an administrator or certificated school psychologist, pursuant to A.R.S. 15-503, of the Board’s intention not to offer a new contract.
- Issue to teachers, pursuant to A.R.S. 15-535, 15-538, and 15-539, written preliminary notices of inadequacy of classroom performance, reporting such issuance to the Governing Board within ten (10) school days.
Section 3 – Board Superintendent Relationship

Section 3.4 – Evaluation of the Superintendent

Systematic and rigorous evaluation of Superintendent job performance will be solely against the only expected Superintendent job products: District accomplishment of the provisions of the Board’s District Goals policies and operation of the District within the boundaries established in the Board’s Executive Limitations policies. The power of the Board under the Superintendent’s contract to terminate employment shall not be altered by these policies.

- The purpose of monitoring is simply to determine the degree to which Board policies are being met. Information that does not accomplish this will not be considered to be monitoring information.

- The Board will acquire monitoring information by one or more of three methods: (a) by internal report, in which the Superintendent discloses interpretations, evidence and achievement information to the Board; (b) by external report, in which an external, disinterested third party selected by the Board assesses compliance with Board policies; or (c) by direct Board inspection, in which a designated member or members of the Board assess compliance with the appropriate policy criteria.

- The Board will judge (a) the reasonableness of each Superintendent interpretation, including its clarity, relevance, quantified standards, justification and completeness (b) whether data or evidence directly demonstrate accomplishment of that interpretation, and (c) if accomplishment has not been demonstrated, when or under what circumstances the District shall accomplish a reasonable interpretation of the Board’s policy.

- All policies that direct or instruct the Superintendent will be monitored at a frequency and by a method chosen by the Board. The Board may monitor any policy at any time by any method for all or any part of the District but will ordinarily depend on a routine schedule.

- The term of employment of superintendents may be for any period not exceeding three years, except that if the superintendent’s contract with the school district is for multiple years pursuant to this subsection, the school district shall not offer to extend or renegotiate the contract until no earlier than fifteen months before the expiration of the contract.
Section 5 – Support Services

Section 5.2 – Reporting of Hazards / Warning Systems

Pesticide Application Notice

The intent of this policy is to ensure that students, employees, and parents/guardians receive adequate notice prior to pesticide application.

In accord with A.R.S. 15-152, the District shall:

- Provide notice of pesticide application during a regular school session to students, employees, and parents/guardians, given in a form reasonably calculated to provide a warning at least forty-eight (48) hours prior to such application.
- Provide continuing instruction for students absenting themselves.
- Post the areas scheduled to receive pesticide application.
- Maintain written records of pesticide application.

Pest-control applicator(s) employed by the District shall provide the school contact person with notice at least seventy-two (72) hours prior to the date and time the application of pesticides is to occur, including in such notice the brand name, concentration, rate of application, pesticide label, material safety data sheet, the area or areas where the pesticide is to be applied, and any use restrictions required by the pesticide label. Prior to the application, the applicator shall provide the school contact person with a written pre-application notification containing the following information:

- The brand name, concentration, rate of application, and any use restrictions required by the label of the herbicide or specific pesticide.
- The area or areas where the pesticide is to be applied.
- The date and time the application is to occur.
- The pesticide label and the material safety data sheet.

In case of pesticide applications performed for or by public health agencies or emergency applications because of immediate threat to the public health, the licensed applicator shall give the school site office oral and, if possible, written notice, with posting of the area to be treated in accord with A.R.S. 32-2307.

The Superintendent may require the pest-control applicator to fill out and make all required postings in accord with statute and with District policy and guidelines. The name and telephone number of the applicator shall be attached to any posting.

Only a certified applicator may apply pesticides at a school.

The Superintendent shall not fail to prepare guidelines procedures for the implementation of this policy.
Section 5 – Support Services

Section 5.3 – Accident Reports

Adequate and prompt accident reporting is essential if similar accidents are to be prevented. If there are injuries or property damage, prompt reports are also vital in assuring the District of insurance coverage.

Reports will be filed on accidents that take place on school property or that involve school vehicles, students, or staff members on school-sponsored trips, including staff members on authorized school business trips. Such reports are required whether or not there are any immediately evident injuries or damage to property.

Any employee of the District who suffers a job-related injury/accident must file a report with the human resources office within five (5) days after the date of occurrence. Should circumstances render the individual unable to submit such a report within five (5) days, the time limit may be extended.

Injury accidents should be promptly reported to the District’s liability carrier determined by the conditions established with the carrier. The meaning of promptly is defined in the District’s insurance policy with the carrier.

The district shall establish procedures for filing accident reports, and shall make sure reports include details that (1) might be helpful in preventing similar accidents in the future, (2) are needed for filing insurance claims, and (3) might be important in case of litigation.
Section 5 – Support Services

Section 5.4 – Emergencies

The Superintendent shall not fail to direct the development and maintenance of District emergency plans for fire and other threats and will coordinate such plans with the local police, fire, and hospital authorities as necessary.

The plans will specify conditions under which evacuation of school buildings will occur. The plans will also designate specific emergency drills to be conducted. The fire department shall be invited to review the plan(s).

Emergency response plans are confidential and exempt from public disclosure. The District shall not release emergency response plans to the public as part of a public records request. [A.R.S. 41-1803(G)].
Section 7 – Personnel

Section 7.9 – Smoking by Staff Members

The possession or use of tobacco products, tobacco substitutes, electronic cigarettes, other chemical inhalation devices, or vapor 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 Arizona Revised Statute 15-712
Section 7 – Personnel

Section 7.15 – Staff Participation in Political Activities

The Board recognizes the right of its employees, as citizens, to engage in political activity. However, school time, personnel, equipment, supplies, materials, buildings, or other resources may not be used to influence the outcomes of elections.

A staff member, a person acting on behalf of the District or a person who aids another person acting on behalf of the District shall be guided by the following:

- No employee shall engage in political activities upon property under the jurisdiction of the Board. Employees in their individual capacities may exercise their political liberties on property leased from the school for that purpose.
- Campaigning and other election activities must be done in off-duty hours, when not working in an official capacity or representing the District, and without the participation of District employees or students acting in the capacity of District or school representatives.
- Invitations to participate in election activities on a given campus, except when extended by groups leasing or using school facilities, shall be permitted only when such invitations are extended to all candidates for the office. The rental use of District property by a private person or entity that may lawfully attempt to influence the outcome of an election is permitted if it does not occur at the same time and place as a related District-sponsored forum or debate.
- Political circulars or petitions may not be posted or distributed in school.
- The collection of campaign funds and/or the solicitation of campaign workers are prohibited on school property.
- Students may not be given written materials to influence the outcome of an election or to advocate support for or opposition to pending or proposed legislation.
- Students may not be involved in writing, addressing, or distribution of material intended to influence the outcome of an election or to advocate support for or opposition to pending or proposed legislation.

Employees of the District may not use the authority of their position to influence the vote or political activities of any subordinate employee.

District employees who hold elective or appointive office are not entitled to time off from their school duties for reasons incident to such offices, except as such time may qualify under the leave policies of the Board.

The discussion and study of politics and political issues, when such discussion and study are appropriate to classroom studies, are not precluded under the provisions of this policy.
District employees shall be permitted time as provided in statute, if required, to vote in the
primary or general election.

The District may distribute informational reports on a proposed budget override election as
provided in A.R.S. 15-481 and on a proposed bond election as provided in A.R.S. 15-491.

Nothing in this policy shall preclude the District from producing and distributing impartial
information on elections other than District budget override elections or reporting on official
actions of the Governing Board.

The District shall not make expenditures for literature associated with a campaign conducted by
or for a District official.
Section 7 – Personnel

Section 7.36 – Professional Staff Certification and Credentialing - Fingerprinting Requirements

New Hires

All professional staff personnel to be hired by the District shall be fingerprinted as a condition of employment, except for personnel who, as a condition of certification are required to have a valid fingerprint clearance card.

The candidate's fingerprints shall be submitted, along with the form presented immediately upon being notified of possible employment. The form shall be considered a part of the application for employment.

An expired fingerprint clearance card may be used to satisfy the fingerprint requirements of section 15-583, 15-503, 15-512, 15-534, 15-782.02, 15-1330 or 15-1881 if the person signs an affidavit stating both of the following:

- The person submitted a completed application to the Fingerprinting Division of the Department of Public Safety for a new fingerprint clearance card within ninety (90) days before the expiration date on the person’s current fingerprint clearance card.
- The person is not awaiting trial on and has not been convicted of a criminal offense that would make the person ineligible for a fingerprint clearance card.

This does not apply to a fingerprint clearance card that has been denied, suspended or revoked or to a person who has requested a good cause exception hearing.

Candidates shall certify on the prescribed notarized forms whether they are awaiting trial on or have ever been convicted of or admitted in open court or pursuant to a plea agreement committing any of the following criminal offenses in Arizona or similar offenses in any other jurisdiction:

- Sexual abuse of a minor.
- Incest.
- First- or second-degree murder.
- Kidnapping.
- Arson.
- Sexual assault.
- Sexual exploitation of a minor.
- Felony offenses involving contributing to the delinquency of a minor.
• Commercial sexual exploitation of a minor.
• Felony offenses involving sale, distribution, or transportation of, offer to sell, transport, or distribute, or conspiracy to sell, transport, or distribute marijuana or dangerous or narcotic drugs.
• Felony offenses involving the possession or use of marijuana, dangerous drugs, or narcotic drugs.
• Misdemeanor offenses involving the possession or use of marijuana or dangerous drugs.
• Burglary in the first degree.
• Burglary in the second or third degree.
• Aggravated or armed robbery.
• Robbery.
• A dangerous crime against children as defined in A.R.S. 13-604.01.
• Child abuse.
• Sexual conduct with a minor.
• Molestion of a child.
• Manslaughter.
• Aggravated assault.
• Assault.
• Exploitation of minors involving drug offenses.

A person who makes a false statement, representation, or certification in any application for employment with the School District is guilty of a class 3 misdemeanor.

The District may refuse to hire or may review or terminate personnel who have been convicted of or admitted committing any of the criminal offenses above or a similar offense in another jurisdiction. In conducting a review, the Governing Board shall utilize the guidelines, including the list of offenses that are not subject to review, as prescribed by the State Board of Education pursuant to A.R.S. 15-534. In considering whether to hire or terminate the employment of a person, the Governing Board shall take into account the factors listed in A.R.S. 15-512.

When considering termination of an employee pursuant to A.R.S. 15-512, a hearing shall be held to determine whether a person already employed shall be terminated.

The Superintendent shall develop and implement procedures that include the following in the employment process:

• Provide for fingerprinting of employees covered under this policy and A.R.S. 15-512.

Provide for fingerprint checks pursuant to A.R.S. 41-1750.
Procedure 9.11

for by public benefits;

- increase premiums or lead to discontinuation of benefits; or
- risk loss of eligibility. [34 C.F.R. 300.154]

The District will notify parents that their refusal to allow access to their public benefits does not relieve the District of its responsibility to provide all required IDEA services. [34 C.F.R. 300.154]

The District will obtain parent consent consistent with §300.503 each time that access to public benefits are sought. [34 C.F.R. 300.154] prior to accessing a child’s or parent’s public benefits or insurance for the first time.

The District will provide a written notification to the child’s parents before accessing the child’s or parent’s public benefits or insurance for the first time and prior to obtaining the one-time parental consent and annually thereafter.

Graduation

The District ensures that the Governing Board shall prescribe graduation criteria for students with disabilities from its high schools, which shall include accomplishment of the academic standards in at least reading, writing, mathematics, science and social studies, as determined by District assessment. [A.R.S. 15-701(B) and A.A.C. R7-2-301(D)(1)]

The District ensures that the Governing Board shall develop a course of study and graduation and promotion requirements for all students placed in special education programs in accordance with R7-2-401 et seq. [A.R.S. 15-701(B) and A.A.C. R7-2-301(D)(1)]

The District will not be obligated to provide FAPE to students with disabilities who have graduated from high school with a regular high school diploma. [34 C.F.R. 300.102]

The exception does not apply to children who have graduated from high school but have not been awarded a regular high school diploma. [34 C.F.R. 300.102]

Graduation from high school with a regular high school diploma constitutes a change of placement requiring prior written notice in accordance with §300.503. [34 C.F.R. 300.102]

An evaluation is not required before the termination of a child’s eligibility due to graduation from secondary school with a regular diploma or due to conclusion of the instructional year during which the student attains the age of twenty-two (22). [34 C.F.R. 300.305]

For a child no longer eligible due to graduation or exceeding the age of eligibility, the District will provide the child with a summary of the child’s academic achievement and functional performance, which shall include recommendations on how to assist the child in meeting the child’s post secondary goals. [34 C.F.R. 300.305]

Pupils with disabilities as defined in A.R.S. 15-761 or children who receive special education as defined in 15-763, shall not be required to achieve passing scores on competency tests (AIMS) in order to graduate from high school unless the pupil is learning at a level appropriate for the pupil’s grade level in a specific academic area and unless a passing score on a competency test is specifically required in a specific academic area by the pupil’s IEP as
Section 9 – Instruction

Section 9.47 – Animals in Schools

At his/her discretion The Superintendent shall not fail to establish procedures for appropriately and humanely bringing live animals into a classroom. Such procedures shall forbid the transporting of live animals that are not service animals on school buses.

Seeing eye and service animals as defined in law are permitted on school buses and in classrooms to perform the functions for which they are trained.

Service animal means any dog or miniature horse that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability. Service animal does not include other species of animals, whether wild or domestic or trained or untrained.

Any person or entity that operates a public place shall not discriminate against individuals with disabilities who use service animals if the work or tasks performed by the service animal are directly related to the individual's disability. Work or tasks include assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing nonviolent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities and helping individuals with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort or companionship do not constitute work or tasks.
Section 10 – Students

Section 10.29 – Tobacco Use by Students

The possession or use of tobacco products, tobacco substitutes, electronic cigarettes, other chemical inhalation devices, or vapor 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.

The Superintendent shall not fail to establish procedures necessary to implement this policy. Disciplinary penalties for the possession or use of tobacco or similar products (including any inhaled tobacco substitute) may include, but are not limited to, suspension of the student from school or a recommendation for expulsion when there is evidence of repeated and continuous violation of this policy.

Under the provisions of A.R.S. §36-798.03, a person who violates the prohibition is guilty of committing a petty offense.
Section 10 – Students

Section 10.30 – Drug and Alcohol Use by Students

Students on school property or at school events shall not knowingly breathe, inhale or drink a vapor-releasing substance containing a toxic substance. In addition, no student may sell, transfer or offer to sell or transfer a vapor-releasing substance containing a toxic substance to any student.

The nonmedical use, possession, or sale of

- alcohol,
- drugs,
- synthetic drugs,
- counterfeit drugs, or
- imitation 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 10.49 – Immunizations of Students

Subject to the exemptions as provided by law, immunization against diphtheria, tetanus, pertussis, poliomyelitis, rubella (measles), mumps, rubella (German measles), hepatitis B, haemophilus influenzae b (Hib), and varicella, meningococcal and Hepatitis A for a child one (1) through five (5) years of age in a day care program in Maricopa County is required for attendance of a student in District schools/programs. A student's immunization record must be submitted prior to attendance, although a student may be conditionally enrolled provided that necessary immunizations have been initiated and a schedule has been established for completion of the required immunizations. The school administrator shall review the school immunization record at least twice each school year until the pupil receives all of the required immunizations. A student shall not be allowed to attend school without submitting documentary proof of compliance to the school administrator unless the student is exempted from immunization. On enrollment, the school administrator shall suspend that student if the administrator does not have documentary proof of compliance and the student is not exempted from immunization. A student who fails to comply with the immunization schedule shall be suspended from school attendance until documentary proof of compliance is provided to the school administrator, except that a homeless student shall not be suspended from attendance until the fifth (5th) calendar day after enrollment.

Any student with serologic confirmation of the presence of specific antibodies against a vaccine-preventable disease shall not be subject to immunization against that disease as a condition for attending school.

The District will cooperate with county and state health departments in programs of immunization. Parents' permission must be secured before a student may participate in such immunization projects.
IMMUNIZATIONS OF STUDENTS

Subject to the exemptions in A.R.S. 15-873, immunization against each of the following diseases is required for attendance of a child in any school:

- Diphtheria;
- Tetanus;
- Hepatitis B;
- Pertussis;
- Poliomyelitis;
- Measles (rubeola);
- Mumps;
- Rubella (German measles);
- Haemophilus influenzae type b (Hib);
- Varicella; and
- Meningococcal.

- Hepatitis A, for a child one (1) through five (5) years of age in a day care program in Maricopa County.

Unless exempt in accord with R9-6-706, the schedule for compliance with the requirement for immunization against varicella is:

Grade student entering as of September 1,

Kindergarten (K) through grade four (4) — 2008
and grades seven (7) through ten (10)

Kindergarten (K) through grade five (5) — 2009
and grades seven (7) through eleven (11)

Kindergarten (K) through grade twelve (12) — 2010

Unless exempt in accord with R9-6-706, the schedule for compliance for a student eleven (11) years or older who has not previously received the meningococcal vaccine is:

Grade student entering as of September 1,

Grade six (6) — 2008
Grades six (6) and seven (7) — 2009
Grades six (6) through eight (8) ———— 2010
Grades six (6) through nine (9) ———— 2011
Grades six (6) through ten (10) ———— 2012
Grades six (6) through eleven (11) ———— 2013
Grades six (6) through twelve (12) ———— 2014

The preceding schedules will remain in effect unless the school is notified by the Arizona Department of Health Services of a modification to one (1) or both of the schedule.

A child is in compliance with the requirements if the child has met the criteria of the appropriate immunization schedule as recommended by the Department of Health Services or is actively in the process of meeting such criteria as evidenced by having received one (1) dose of each of the required immunizations and has established a schedule for completion of the required immunizations.

A child shall not be allowed to attend school without submitting documentary proof to the school administrator unless the child is exempted from immunization pursuant to section 15-873. Upon enrollment, schools shall forbid attendance or (suspend) a student not meeting the requirements for immunization or exemption from immunization. Homeless students shall be referred to the liaison for homeless students and shall not be required to comply with the immunization requirements until the fifth (5th) calendar day after enrollment.

The admitting official shall deem the student to be in compliance with the requirements of this procedure if:

• The student’s immunization record complies with the documentary proof required pursuant to A.A.C. R9-6-704, and the student has received or is in the process of receiving all required age-specific vaccine doses according to Policy Procedure 10.49 – Immunization of Students; or

• An exemption from immunization is submitted in accordance with the procedures set forth in R9-6-706.

When the student’s immunization record is not available at the time of enrollment, the school shall provide the responsible person with the following:

• Notification of the lack of compliance with the immunization requirements;

• A written notice that specifies when the required doses shall be completed, notes the availability of exemptions to immunization, and refers the student to a physician or local health department for review of the student’s immunization history and provision of immunizations as needed; and

• Notification that the student is suspended in accordance with 15-872 until an acceptable immunization record that meets the standards of documentary proof is presented to the school.

When immunization records are presented that do not comply with the standards for documentary proof, the school shall:
- Notify the responsible person of the lack of compliance with the immunization requirements; and

- Obtain a review and verification of the student's immunization record by or in consultation with a certificated school nurse, a public health nurse, a licensed physician, or an authorized representative of a local health department.

If the admitting official is unable to verify the accuracy of the student's immunization record pursuant to the preceding paragraph, the school shall provide to the responsible person:

- A written referral to a physician or local health department for further review of the student's immunization history and provision of immunizations as needed; and

- Notification that the student is suspended until an immunization record that meets the standards of documentary proof is presented to the school.

Each school shall maintain a current list of students without evidence of immunization or immunity to the diseases listed in R9-6-702, which shall include the names of all students with incomplete immunization histories or exemptions for personal, religious or medical reasons where evidence of immunity has not been provided.

Schools shall forbid attendance by a student lacking proof of immunization or immunity against any of the immunization-preventable diseases as determined by the State Department of Health Services or local health department during periods of outbreaks of the diseases for which immunity is lacking. The announcement of an outbreak of disease and the length of the period of communicability shall be as declared by the state or local health department.

**Standards for Documentary Proof**

Proof of immunity to the diseases listed in R9-6-702 shall be documented in accordance with R9-6-704.

Immunization records or statements of immunity shall be signed by a physician or authorized representative of a health agency.

**Exemptions to Immunizations**

Students who have reached their fifth (5th) birthday shall be exempt from the Hib immunization requirement.

Students who have reached their seventh (7th) birthday shall be exempt from the pertussis immunization requirement.

Any student with laboratory evidence of immunity shall not be subject to immunization against that disease as a condition for attending school, provided that such evidence is submitted to the school.

In accordance with A.R.S. 15-873, documentary proof is not required for a student to be
admitted to school if one (1) of the following occurs:

- The parent or guardian of the student submits a signed statement the appropriate exemption form to the school administrator stating that the parent or guardian has received information about immunizations provided by the Department of Health Services, understands the risks and benefits of immunizations and the potential risks of non-immunization, and that, due to personal or religious beliefs, the parent or guardian does not consent to the immunization of the student.

- The school administrator receives written certification the appropriate exemption form, signed by the parent or guardian and by a physician, that states that one (1) or more of the required immunizations may be detrimental to the student's health and indicates the specific nature and probable duration of the medical condition or circumstance that precludes immunization.

Parents whose personal or religious beliefs do not allow immunization must sign a personal beliefs or religious beliefs exemption form. A medical exemption form must be signed by the child's doctor if there is lab evidence of immunity or a medical reason why the child cannot receive shots. A copy of the lab results must be kept on file to prove the child's immunity.

An exemption pursuant to the preceding subparagraph is valid only during the duration of the circumstance or condition that precludes immunization.

If a medical exemption is granted in accordance with A.R.S. 15-873, it shall be defined by the grantor as either permanent or temporary.

- A permanent medical exemption may be provided for one (1) or more vaccines.

- A temporary medical exemption shall specify the date of its termination. A student with a temporary medical exemption shall be allowed to attend school on the condition that the required immunizations are obtained at the termination of the exemption. The responsible person shall be notified of the date by which the student shall complete all required immunizations.

Any exemption granted in accordance with A.R.S. 15-873 shall be recorded on the school immunization record in the student's permanent file.

Students who lack documentary proof of immunization shall not attend school during outbreak periods of communicable immunization-preventable diseases as determined by the Department of Health Services or local health department. The Department of Health Services or local health department shall transmit notice of this determination to the school administrator responsible for the exclusion of the students.

**Reporting Communicable Diseases**

The administrator of a school shall submit by telephone a report to the local health department any case, suspected case, or outbreak of a communicable disease as follows:

- Within twenty-four (24) hours after detecting a case or suspected case of:
• Cryptosporidiosis
• Enterohemorrhagic *Escherichia coli*
• *Haemophilus influenzae*: invasive disease
• Hepatitis A
• Measles
• Meningococcal invasive disease
• Mumps
• Pertussis (whooping cough)
• Rubella (German measles)
• Salmonellosis
• Shigellosis

• Within twenty-four (24) hours after detecting an outbreak of:
  • Conjunctivitis: acute
  • Diarrhea, nausea, or vomiting
  • Scabies
  • Streptococcal Group A infection

• Within five (5) working days after detecting a case or a suspected case of:
  • Campylobacteriosis
  • Varicella (chicken pox)

The report shall include:
• The name and address of the school
• The number of individuals having the disease, infestation, or symptoms
• The date and time the disease or infestation was detected or the symptoms began
• The number of rooms, grades, or classes affected and the name of each
• Information about each affected individual to include:
  • Name,
  • Date of birth or age,
  • Residential address and telephone number,
  • Whether the individual is a staff member, student, child in care, or a resident,
• The number of individuals attending or residing in the school, and
• The name, address, and telephone number of the person making the report.

Other Required Reports

By November 15 of each year, the Superintendent shall submit a report on the immunization status of students to the state or local health department on a form provided by the Department.

Each Superintendent of a school whose nurses are authorized to administer vaccines or immunizing agents shall submit monthly reports to the county health department in accordance with the procedures set forth in R9-6-707. Reports are due by the fifth (5th) day of the following month.

An immunization record shall be maintained for each student in the school. Each immunization record shall include the following information:

• Name of the student;
• Date of birth;
• The date of the student's admission to the school;
• The month and year in which each vaccine was received, except for measles, mumps, and rubella, for which the day, month, and year are required.
• The type of immunizing agents administered to the student;
• The date each dose of immunizing agent is administered to the student; and
• The established schedule for completion of immunizations if the student is admitted to or allowed to continue to attend a school pursuant to section 15-872, subsection E.

By November 15 of each year, each administrator of a public-school-based day care program or preschool shall submit a report to the state or local health department on a form provided by the Department.

A school shall transfer an immunization record and signed requests for provision of immunizations, including any revocations thereof, with the mandatory permanent student record and provide at no charge, on request, a copy of the immunization record to the parent or guardian of the pupil.
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<thead>
<tr>
<th>Immunizations</th>
<th>1&lt;sup&gt;st&lt;/sup&gt; Dose</th>
<th>2&lt;sup&gt;nd&lt;/sup&gt; Dose</th>
<th>3&lt;sup&gt;rd&lt;/sup&gt; Dose</th>
<th>4&lt;sup&gt;th&lt;/sup&gt; Dose</th>
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<td>Required</td>
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<td>Required</td>
<td>Required</td>
<td>Required if dose #4 was before the 4&lt;sup&gt;th&lt;/sup&gt; birthday. Not needed if dose #4 was on/after 4&lt;sup&gt;th&lt;/sup&gt; birthday.</td>
<td>Required only if 5 doses were given before the 4&lt;sup&gt;th&lt;/sup&gt; birthday. 5 doses meet the requirement even if all were given before age 4 years.</td>
</tr>
<tr>
<td>IPV/OPV Polio</td>
<td>Required</td>
<td>Required</td>
<td>Required</td>
<td>Required if the first three doses were all given before age 4.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(MMR) Measles, Mumps, &amp; Rubella</td>
<td>Required</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MMR #1</td>
<td>12-15 months of age</td>
<td>An interval of 4 weeks is required between MMR #1 and MMR #2. Doses of varicella vaccine and MMR must be separated by at least 28 days unless they are administered on the same day.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hep B</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hep B #1 may be given at birth. Dose #2 is due 4-8 weeks after dose #1. Dose #3 is due 2-5 months after dose #2, at least 4 months after dose #1 and no sooner than 24 weeks of age.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Varicella (Chicken Pox)</td>
<td>Required*</td>
<td>Recommended</td>
<td>Not required.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Only students who entered school or childcare in Arizona prior to 9/1/2011 with parental recall of chicken pox disease are allowed to continue attending school in Arizona without proof of varicella immunization or exemption. After 9/1/2011 children whose health care providers can document their history of chicken pox need to obtain a medical exemption signed by the physician. Doses of varicella vaccine and MMR must be separated by at least 28 days unless they are administered on the same day.

*Not applicable for pre-kindergarten, preschool or childcare


July 2, 2013
<table>
<thead>
<tr>
<th>Immunizations</th>
<th>1&lt;sup&gt;st&lt;/sup&gt; Dose</th>
<th>2&lt;sup&gt;nd&lt;/sup&gt; Dose</th>
<th>3&lt;sup&gt;rd&lt;/sup&gt; Dose</th>
<th>4&lt;sup&gt;th&lt;/sup&gt; Dose</th>
<th>5&lt;sup&gt;th&lt;/sup&gt; Dose</th>
</tr>
</thead>
<tbody>
<tr>
<td>(DTaP/DTP) Diphtheria, Tetanus &amp; Pertussis, (DT) Diphtheria &amp; Tetanus, Td (Tetanus &amp; Diphtheria)</td>
<td>Required</td>
<td>Required</td>
<td>Required</td>
<td>Required if dose #1 was given before 12 months of age.</td>
<td></td>
</tr>
<tr>
<td>An interval of at least 4 weeks is required between the first doses of DTaP/DTP/DT/Td. An interval of 6 months is required between the last two doses.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(IPV/OPV) Polio</td>
<td>Required</td>
<td>Required</td>
<td>Required</td>
<td>Required if the first three doses were all given before age 4.</td>
<td></td>
</tr>
<tr>
<td>An interval of at least 4 weeks is required between all Polio doses. Refer children for the final dose 6 months after the previous dose, per new recommendations. Children who received 4 Polio doses spaced 4 weeks apart are not required to repeat any doses.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(MMR) Measles, Mumps, &amp; Rubella</td>
<td>Required</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MMR #1 is due at 12-15 months of age. An interval of 4 weeks is required between MMR #1 and MMR #2. Doses of varicella vaccine and MMR must be separated by at least 28 days unless they are administered on the same day.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Hep B) Hepatitis B</td>
<td>Required</td>
<td>Required</td>
<td>Required</td>
<td>Required only if dose #3 was given before 24 weeks of age.</td>
<td></td>
</tr>
<tr>
<td>Hep B #1 may be given at birth. Dose #2 is due 4-8 weeks after dose #1. Dose #3 is due 2-5 months after dose #2, at least 4 months after dose #1 and no sooner than 24 weeks of age. A 2-dose adolescent series may be given to children 11-15 years of age over a 4-6 month period.</td>
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</tr>
</thead>
<tbody>
<tr>
<td>(DTaP/DTP) Diphtheria, Tetanus &amp; Pertussis</td>
<td>Required</td>
<td>Required</td>
<td>Required</td>
<td>Required if dose #1 was given before 12 months of age.</td>
<td>Required if dose #1 was given before 12 months of age.</td>
</tr>
<tr>
<td>(DT) Diphtheria &amp; Tetanus, (Td) Tetanus &amp; Diptheria</td>
<td>Required for students in grades 6th through 11th who are 11 years and older and have had 5 years pass since their last DTaP/Td dose.</td>
<td>Required for students in grades 6th through 11th who are 11 years and older.</td>
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<td>Required for students in grades 6th through 11th who are 11 years and older.</td>
<td>Required for students in grades 6th through 11th who are 11 years and older.</td>
</tr>
<tr>
<td>(Tdap) Tetanus, Diphtheria &amp; Pertussis</td>
<td>Required</td>
<td>Required</td>
<td>Required</td>
<td>Required</td>
<td>Required</td>
</tr>
<tr>
<td>Meningococcal Vaccine</td>
<td>Required</td>
<td>Required</td>
<td>Required</td>
<td>Required if the first three doses were all given before age 4.</td>
<td>Required if the first three doses were all given before age 4.</td>
</tr>
<tr>
<td>IPV/OPV Polio</td>
<td>Required</td>
<td>Required</td>
<td>Required</td>
<td>Required</td>
<td>Required</td>
</tr>
<tr>
<td>MMR Measles, Mumps, &amp; Rubella</td>
<td>Required</td>
<td>Required</td>
<td>Required</td>
<td>Required</td>
<td>Required</td>
</tr>
<tr>
<td>MMR #1</td>
<td>Required</td>
<td>Required</td>
<td>Required</td>
<td>Required</td>
<td>Required</td>
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<td>An interval of 4 weeks is required between MMR #1 and MMR #2. Doses of varicella vaccine and MMR must be separated at least 28 days unless they are administered on the same day.</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>(Hep B) Hepatitis B</td>
<td>Required</td>
<td>Required</td>
<td>Required</td>
<td>Required only if dose #3 was given before 24 weeks of age.</td>
<td>Required only if dose #3 was given before 24 weeks of age.</td>
</tr>
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<td>Hep B #1</td>
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<td>Required</td>
<td>Required</td>
<td>Required only if dose #3 was given before 24 weeks of age.</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Varicella* (Chicken Pox)</td>
<td>Required*</td>
<td>Required*</td>
<td>Required*</td>
<td>Required*</td>
<td>Required*</td>
</tr>
<tr>
<td>Varicella* (Chicken Pox)</td>
<td>Required*</td>
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Only students who entered school or childcare in Arizona prior to 9/1/2011 with parental recall of chickenpox disease are allowed to continue attending school in Arizona without proof of varicella immunization or exemption. After 9/1/2011 children whose health care providers can document their history of chickenpox need to obtain a medical exemption signed by the physician. Doses of varicella vaccine and MMR must be separated by at least 28 days unless they are administered on the same day.

Arizona law requires that schools, preschools and childcare facilities obtain this form, completed by a physician or registered nurse practitioner, in order for a child to be exempted from immunization requirements for medical reasons.

**Medical Exemption Form**

This is the official ADHS-provided form used by physicians and registered nurse practitioners to document that 1) due to the child's health or medical condition, the child may be adversely affected on a temporary or permanent basis by one or more of the required vaccine doses; 2) a child has laboratory evidence of immunity to one or more specific vaccine-preventable diseases and lab results are attached; or 3) the child has a history of Varicella (chicken pox) disease.

Child's Name __________________________ Date of Birth ______________

To be completed by a physician or registered nurse practitioner to exempt a child from childcare or school immunization requirements.

Printed Name of Physician or Nurse _______________________________________

Signature of Physician or Nurse ___________________________________________ Date ______________

Please list each vaccine included in the exemption and the reason for the exemption:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Please indicate whether this is a **permanent** exemption ☐ or a **temporary** exemption ☐

If the exemption is temporary, please list the date the exemption ends ______________

Parent/Guardian Section:

1. I am aware that in the event the state or county health department declares an outbreak of a vaccine-preventable disease for which I cannot provide proof of immunity for my child, he or she may not be allowed to attend childcare and/or school until the risk period ends, which may be up to 3 weeks or longer.

2. I am aware that additional information about vaccine preventable diseases, vaccines, and reduced or no cost vaccination services is available from my local county health department and Arizona Department of Health Services. (www.azdhs.gov/phs/immun/index.htm).

Parent/Guardian Signature ___________________________________________ Date ______________


ADHS Immunization Program Office http://www.azdhs.gov/phs/immunization/ July 1, 2013
Formulario de Exención por Razones Médicas

Este es el formulario oficial, suministrado por ADHS, utilizado por los médicos y enfermeras registradas para documentar que 1) debido a su salud o condición médica, el niño puede ser afectado de forma temporal o permanente por una o más de las vacunas requeridas; 2) el niño tiene evidencia del laboratorio de inmunidad a una o más enfermedades prevenibles por vacunación y los resultados del laboratorio se adjuntan a este documento; o 3) el niño tiene un historial médico que incluye la varicela.

Nombre del Niño __________________________ Fecha de Nacimiento ________________

Para ser completado por un médico o enfermera registrada para eximir a un niño de los requisitos de vacunación escolares y de guarderías.

Nombre del médico o la enfermera _____________________________________________

Firma del médico o la enfermera _____________________________________________ Fecha ________________

Por favor, indique cada vacuna incluida en la exención y el motivo de la exención.

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

Por favor, indique si es una exención permanente ☐ o una exención temporal ☐

Si la exención es temporal, indique la fecha en que termina la exención. __________________________

Sección del Padre / Tutor:

1. Soy consciente de que en el caso que el departamento de salud estatal o del condado declare un brote de una enfermedad prevenible por vacunación y yo no pueda presentar prueba de inmunidad para mi hijo, él o ella no puede ser permitido asistir a la guardería y/o la escuela durante un máximo de 3 semanas o hasta que termine el periodo de riesgo.

2. Soy consciente de que la información adicional acerca de las enfermedades prevenibles por vacunación, vacunas y servicios de vacunación reducidos o sin costo está disponible en mi departamento de salud local y el Departamento de Servicios de Salud de Arizona (ADHS). (www azdhs.gov/phs/immun/index.htm)

Firma del Padre/Tutor _____________________________________________ Fecha ________________


ADHS Immunization Program Office http://www.azdhs.gov/phs/immunization/ July 1, 2013
Arizona Department of Health Services (ADHS) strongly supports immunization as one of the easiest and most effective tools in preventing diseases that can cause serious illness and even death. ADHS also respects the rights of parents to decide whether or not to vaccinate their child.

By state law, (A.R.S. §15-873) a child will not be allowed to attend school until either proof of immunization or a completed exemption form is submitted to the school. The information below is provided to ensure that parents are informed about the risks of not vaccinating.

Due to my personal beliefs, I request an exemption for my child from the required vaccine doses selected above. I am aware that if I change my mind in the future, I can rescind this exemption and obtain immunizations for my child.

- I am aware that additional information about vaccine preventable diseases, vaccines and reduced or no cost vaccination services is available from my local county health department and Arizona Department of Health Services (www.azdhs.gov/phs/immun/index.htm).
- I am aware that in the event the state or county health department declares an outbreak of a vaccine-preventable disease for which I cannot provide proof of immunity for my child, he or she may not be allowed to attend school for up to 3 weeks or until the risk period ends.

**Child's Name** ___________________________  **Date of Birth (month/day/year)** ___________________________

**Parent/Guardian Signature** ___________________________  **Date (month/day/year)** ___________________________

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<table>
<thead>
<tr>
<th>Disease</th>
<th>Exemption Date</th>
<th>Initials</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diphtheria (DTaP, DT, Tdap, Td)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tetanus (DTaP, DT, Tdap, Td)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pertussis (Whooping Cough) (DTaP, Tdap)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Polio (IPV)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Measles, Mumps Rubella (MMR)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hepatitis B</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Varicella (Chickenpox)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meningococcal</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Place an “X” in the box to the left of each disease listed to exempt your child from the vaccine. Initial and date the box on the right.
Formulario de Exención por Creencias Personales
Kindergarten – 12 Grado Solamente

El Departamento de Servicios de Salud de Arizona (ADHS) apoya firmemente la inmunización como una de las técnicas más fáciles y efectivas en la prevención de enfermedades que pueden causar síntomas graves o incluso la muerte.

Por ley estatal, (ARS § 15-873) a un niño no se le permitirá asistir a la escuela hasta que la prueba de inmunización o un formulario de exención completo sea sometido a la escuela. La siguiente información se proporciona para asegurar que los padres estén informados sobre los riesgos de no vacunar.

Marque con una "X" en la caja a la izquierda de cada enfermedad para eximir a su hijo de la vacuna. Sus iniciales y la fecha a la derecha.

- **Difteria (DTaP, DT, Tdap, Td):** Se me ha informado que, al no recibir esta vacuna, mi hijo puede estar en mayor riesgo de desarrollar la difteria si se expone a esta enfermedad. Los graves síntomas y efectos de esta enfermedad son: fallo cardíaco, parálisis (no puede mover partes del cuerpo), problemas respiratorios, coma y muerte.

- **Tétano (DTaP, DT, Tdap, Td):** Se me ha informado que, al no recibir esta vacuna, mi hijo puede estar en mayor riesgo de desarrollar tétano si se expone a esta enfermedad. Los graves síntomas y efectos de esta enfermedad son: "traba" de la mandíbula, dificultad para tragar y respirar, convulsiones (sacudidas y mirada fija), espasmos dolorosos de los músculos en la cabeza y cuello, y muerte.

- **Pertusis (Tos ferina) (DTaP, Tdap):** Se me ha informado que, al no recibir esta vacuna, mi hijo puede estar en mayor riesgo de desarrollar pertusis (tos ferina) si se expone a esta enfermedad. Los graves síntomas y efectos de esta enfermedad son: ataques severos de tos que pueden causar vómito y agotamiento, neumonia, convulsiones (sacudidas y mirada fija), esfuerzo para tragar y problemas respiratorios.

- **Polio (IPV):** Se me ha informado que, al no recibir esta vacuna, mi hijo puede estar en mayor riesgo de desarrollar polio si se expone a esta enfermedad. Los graves síntomas y efectos de esta enfermedad son: parálisis (no puede mover partes del cuerpo), meningitis (infección de las membranas que recubren el cerebro y la médula espinal), incapacidad permanente y muerte.

- **Sarampión, Paperas, Rubeola (MMR):** Se me ha informado que, al no recibir esta vacuna, mi hijo puede estar en mayor riesgo de desarrollar sarampión, paperas y/o rubeola si se expone a estas enfermedades. Los graves síntomas y efectos del sarampión son: neumonía, convulsiones (sacudidas y mirada fija), daño cerebral y muerte. Los graves síntomas y efectos de las paperas son: meningitis (infección de las membranas que recubren el cerebro y la médula espinal), hinchazón dolorosa de los tejidos u ovarios, esterilidad, sordera y muerte. Los síntomas y efectos de la rubeola son: erupción cutánea, artritis y dolor muscular o articular. Si una mujer contrae rubeola durante el embarazo, podría tener un aborto involuntario o su bebé podría nacer con defectos de nacimiento como sordera, problemas del corazón y retraso mental.

- **Hepatitis B:** Se me ha informado que, al no recibir esta vacuna, mi hijo puede estar en mayor riesgo de desarrollar hepatitis B si se expone a esta enfermedad. Los graves síntomas y efectos de esta enfermedad son: ictericia (piel y ojos amarillos), problemas del hígado de por vida, tales como cicatrices, cáncer del hígado y muerte.

- **Varicela:** Se me ha informado que, al no recibir esta vacuna, mi hijo puede estar en mayor riesgo de desarrollar varicela si se expone a esta enfermedad. Los síntomas y efectos de esta enfermedad son: infección grave de los tejidos, convulsiones, problemas neurológicos, artritis y dolor muscular o articular. Una persona que ha tenido varicela puede tener una erupción dolorosa llamada herpes años más tarde.

- **Enfermedad Meningocócica:** Se me ha informado que, al no recibir esta vacuna, mi hijo puede estar en mayor riesgo de desarrollar la enfermedad meningocócica. Los graves síntomas y efectos de esta enfermedad son: daño neurológico, sepsis, cicatrización permanente o pérdida de extremidades, y muerte.

Debido a mis creencias personales, solicito una exención para mi hijo de las vacunas seleccionadas anteriormente. Soy consciente de que si cambio de opinión en el futuro, puedo revocar esta exención y obtener las vacunas para mi hijo. Iniciales____________________

- Soy consciente de que la información adicional acerca de las enfermedades prevenibles por vacunación, vacunas y servicios de vacunación reducidos o sin costo está disponible en mi departamento de salud local y el Departamento de Servicios de Salud de Arizona (ADHS) (www.azdhs.gov/phs/immun/index.htm).

- Soy consciente de que en el caso que el departamento de salud estatal o el condado declare un brote de una enfermedad prevenible por vacunación y yo no pueda presentar prueba de inmunidad para mi hijo, él o ella no puede ser permitido asistir a la escuela durante un máximo de 3 semanas o hasta que termine el período de riesgo.

Nombre del Niño____________________ Fecha de nacimiento (mes/día/año)________

Firma del Padre/Tutor____________________ Fecha (mes/día/año)________

ADHS Immunization Program Office
http://www.azdhs.gov/phs/immunization/
July 1, 2013
Religious Beliefs Exemption Form

For Childcare, Preschool and Head Start Programs

Arizona Department of Health Services (ADHS) strongly supports immunization as one of the easiest and most effective tools in preventing diseases that can cause serious illness and even death. ADHS also respects the rights of parents who are raising their child in a religion whose teachings are in opposition to immunization to make the decision not to vaccinate their child.

Place an “X” in the box to the left of each disease listed to exempt your child from the vaccine. Initial and date the box on the right.

- Diphtheria (DTaP, DT, Tdap, Td): I have been informed that by not receiving this vaccine, my child may be at increased risk of developing diphtheria if exposed to this disease. Serious symptoms and effects of this disease include: heart failure, paralysis (can’t move parts of the body), breathing problems, coma, and death.
- Tetanus (DTaP, DT, Tdap, Td): I have been informed that by not receiving this vaccine, my child may be at increased risk of developing tetanus if exposed to this disease. Serious symptoms and effects of this disease include: "locking" of the jaw, difficulty in swallowing and breathing, seizures (jerking and staring), painful tightening of muscles in the head and neck, and death.
- Pertussis (Whooping Cough) (DTaP, Tdap): I have been informed that by not receiving this vaccine, my child may be at increased risk of developing pertussis (whooping cough) if exposed to this disease. Serious symptoms and effects of this disease include: severe coughing fits that can cause vomiting and exhaustion, pneumonia, seizures (jerking and staring), brain damage, and death.
- Polio: I have been informed that by not receiving this vaccine, my child may be at increased risk of developing polio if exposed to this disease. Serious symptoms and effects of this disease include: paralysis (can’t move parts of the body), meningitis (infection of the brain and spinal cord covering), permanent disability, and death.
- Measles, Mumps, Rubella (MMR): I have been informed that by not receiving this vaccine, my child may be at increased risk of developing measles, mumps, and/or rubella if exposed to these diseases. Serious symptoms and effects of measles include: pneumonia, seizures (jerking and staring), brain damage, and death. Serious symptoms and effects of mumps include: meningitis (infection of the brain and spinal cord covering), painful swelling of the testicles or ovaries, sterility, deafness, and death. Serious symptoms and effects of rubella include: rash, arthritis, and muscle or joint pain. If a woman gets rubella while she is pregnant, she could have a miscarriage or her baby could be born with serious birth defects such as deafness, heart problems, and mental retardation.
- Haemophilus Influenza type b (Hib): I have been informed that by not receiving this vaccine, my child may be at increased risk of developing Hib if exposed to this disease. Serious symptoms and effects of this disease include: meningitis (infection of the brain and spinal cord covering), pneumonia, severe swelling in the throat that makes it hard to breathe, infections of the blood, joints, bones, and covering of the heart, and death.
- Hepatitis B: I have been informed that by not receiving this vaccine, my child may be at increased risk of developing hepatitis B if exposed to this disease. Serious symptoms and effects of this disease include: jaundice (yellow skin or eyes), liver disease, and liver cancer.
- Hepatitis A: I have been informed that by not receiving this vaccine, my child may be at increased risk of developing hepatitis A if exposed to this disease. Serious symptoms and effects of this disease include: jaundice (yellow skin or eyes), "flu-like" illness, hospitalization, and death.
- Varicella (Chickenpox): I have been informed that by not receiving this vaccine, my child may be at increased risk of developing varicella (chickenpox) if exposed to this disease. Serious symptoms and effects of this disease include: severe skin infections, pneumonia, brain damage, and death.

Due to my religious beliefs, I request an exemption for my child from the required vaccine doses selected above. I am aware that if I change my mind in the future, I can rescind this exemption and obtain immunizations for my child. Initials ____________________________

- I am aware that additional information about vaccine preventable diseases, vaccines and reduced or no cost vaccination services is available from my local county health department and Arizona Department of Health Services (www.azdhs.gov/phs/immun/index.htm).
- I am aware that in the event the state or county health department declares an outbreak of a vaccine-preventable disease for which I cannot provide proof of immunity for my child, he or she may not be allowed to attend childcare for up to 3 weeks or until the risk period ends.

Child’s Name ____________________________ Date of Birth (month/day/year) ____________________________
Parent/Guardian Signature ____________________________ Date (month/day/year) ____________________________

ADHS Immunization Program Office http://www.azdhs.gov/phs/immunization/ July 1, 2013
Formulario de Exención por Creencias Religiosas
Para guardería, centros preescolares y programas Head Start

El Departamento de Servicios de Salud de Arizona (ADHS) apoya firmemente la inmunización como una de las técnicas más fáciles y efectivas en la prevención de enfermedades que pueden causar síntomas graves e incluso la muerte. ADHS también respeta los derechos de los padres que están criando a sus hijos en una relación con enseñanzas en oposición a la vacunación y que decidieron no vacunar a sus hijos.

Marque con una "X" en la caja a la izquierda de cada enfermedad para eximir a su hijo de la vacuna. Sus iniciales y la fecha a la derecha.

- **Difteria (DTaP, DT, Tdap, Td):** Se me ha informado que, al no recibir esta vacuna, mi hijo puede estar en mayor riesgo de desarrollar la difteria si se expone a esta enfermedad. Los Graves síntomas y efectos de esta enfermedad son: fallo cardíaco, parálisis (no puede mover partes del cuerpo), problemas respiratorios, coma y muerte.
  - Iniciales:
  - Fecha:

- **Tétano (DTaP, DT, Tdap, Td):** Se me ha informado que, al no recibir esta vacuna, mi hijo puede estar en mayor riesgo de desarrollar tétano si se expone a esta enfermedad. Los graves síntomas y efectos de esta enfermedad son: "traba" de la mandíbula, dificultad para tragar y respirar, convulsiones (sacudidas y mirada fija), espasmos dolorosos de los músculos en la cabeza y cuello, y muerte.
  - Iniciales:
  - Fecha:

- **Pertosus (Tos ferina) (DTaP, Tdap):** Se me ha informado que, al no recibir esta vacuna, mi hijo puede estar en mayor riesgo de desarrollar pertusis (tos ferina) si se expone a esta enfermedad. Los graves síntomas y efectos de esta enfermedad son: ataques severos de tos que pueden causar vómito y agotamiento, neumonía, convulsiones (sacudidas y mirada fija), daño cerebral y muerte.
  - Iniciales:
  - Fecha:

- **Polio (IPV):** Se me ha informado que, al no recibir esta vacuna, mi hijo puede estar en mayor riesgo de desarrollar polio si se expone a esta enfermedad. Los Graves síntomas y efectos de esta enfermedad son: parálisis (no puede mover partes del cuerpo), meningitis (infección de las membranas que recubren el cerebro y la médula espinal), incapacidad permanente y muerte.
  - Iniciales:
  - Fecha:

- **Sarampión, Paparas, Rubeola (MMR):** Se me ha informado que, al no recibir esta vacuna, mi hijo puede estar en mayor riesgo de desarrollar sarampión, paparas y/o rubeola si se expone a estas enfermedades. Los graves síntomas y efectos del sarampión son: neumonía, convulsiones (sacudidas y mirada fija), daño cerebral y muerte. Los Graves síntomas y efectos de las paparas son: meningitis (infección de las membranas que recubren el cerebro y la médula espinal), hinchazón dolorosa de los testículos u ovarios, esterilidad, sordera y muerte. Los Graves síntomas y efectos de la rubeola son: erupción cutánea, artritis y dolor muscular o articular. Si una mujer contrae rubeola durante el embarazo, podría tener un aborto involuntario o su bebé podría nacer con defectos de nacimiento graves como sordera, problemas del corazón y retraso mental.
  - Iniciales:
  - Fecha:

- **Influenza Hemophilus tipo b (Hib):** Se me ha informado que, al no recibir esta vacuna, mi hijo puede estar en mayor riesgo de desarrollar Hib si se expone a esta enfermedad. Los Graves síntomas y efectos de esta enfermedad son: meningitis (infección de las membranas que recubren el cerebro y la médula espinal), neumonía, hinchazón severa de la garganta que dificulta la respiración, infecciones de la sangre, articulaciones, huesos y cubierta del corazón y retraso mental.
  - Iniciales:
  - Fecha:

- **Hepatitis B:** Se me ha informado que, al no recibir esta vacuna, mi hijo puede estar en mayor riesgo de desarrollar hepatitis B si se expone a esta enfermedad. Los Graves síntomas y efectos de esta enfermedad son: ictericia (piel u ojos amarillos), problemas del hígado de por vida, tales como cirrosis, cáncer del hígado y muerte.
  - Iniciales:
  - Fecha:

- **Hepatitis A:** Se me ha informado que, al no recibir esta vacuna, mi hijo puede estar en mayor riesgo de desarrollar hepatitis A si se expone a esta enfermedad. Los Graves síntomas y efectos de esta enfermedad son: ictericia (piel u ojos amarillos) similar a la grippe, hospitalización y muerte.
  - Iniciales:
  - Fecha:

- **Varicela:** Se me ha informado que, al no recibir esta vacuna, mi hijo puede estar en mayor riesgo de desarrollar varicela si se expone a esta enfermedad. Los Graves síntomas y efectos de esta enfermedad son: infecciones graves de la piel, neumonía, daño cerebral y muerte. Una persona que ha tenido varicela puede tener una erupción dolorosa llamada herpes años más tarde.
  - Iniciales:
  - Fecha:

Debido a mis creencias religiosas, solicito una exención para mi hijo de las vacunas seleccionadas anteriormente. Soy consciente de que si cambio de opinión en el futuro, puedo revocar esta exención y obtener las vacunas para mi hijo.

- Soy consciente de que la información adicional acerca de las enfermedades prevenibles por vacunación, vacunas y servicios de vacunación reducidos o sin costo está disponible en mi departamento de salud local y el Departamento de Servicios de Salud de Arizona (ADHS), [www.azdhs.gov/phs/immunization/index.htm](http://www.azdhs.gov/phs/immunization/).
- Soy consciente de que en el caso que el departamento de salud estatal o del condado declare un brote de una enfermedad prevenible por vacunación y yo no pueda presentar prueba de inmunidad para mi hijo, él o ella no puede ser permitido asistir a la guardería durante un máximo de 3 semanas o hasta que termine el periodo de riesgo.

Nombre del Niño: __________________________ Fecha de nacimiento (mes/día/ano): __________________________
Firma del Padre/Tutor: __________________________ Fecha (mes/día/ano): __________________________

ADHS Immunization Program Office [www.azdhs.gov/phs/immunization/](http://www.azdhs.gov/phs/immunization/)
July 1, 2013
Section 10 – Students

Section 10.52 – Administering Medicines to Students

Under certain circumstances, when it is necessary for a student to take medicine during school hours, the District will cooperate with the family physician and the parents if the following requirements are met:

- There must be a written order from the physician stating the name of the medicine, the dosage, and the time it is to be given.

- There must be written permission from the parent to allow the school or the student to administer the medicine. Appropriate forms are available from the school office.

- The medicine must come to the school office in the prescription container or, if it is over-the-counter medication, in the original container with all warnings and directions intact.

The Superintendent shall not fail to prescribe and enforce regulations and procedures for the emergency administration of auto-injectable epinephrine by a trained employee of the School District pursuant to section A.R.S. 15-157 and subsequent to the adoption of rules by the State Board of Education on or before January 1, 2014 pertaining to annual training in the administration of auto-injectable epinephrine, recognition of anaphylactic shock symptoms and the procedures to follow when anaphylactic shock occurs and the requirements of A.R.S. 15-203(A)(40).

The Governing Board recognizes the prescribed annual training is optional during any fiscal year in which sufficient monies are not appropriated by the legislature during that fiscal year to provide for the purchase of two (2) juvenile doses and two (2) adult doses of auto-injectable epinephrine at each public school in this state and if the school does not stock two (2) juvenile doses and two (2) adult doses of auto-injectable epinephrine at the school during that fiscal year.

Exceptions:

- Students who have been diagnosed with anaphylaxis may carry and self-administer emergency medications including auto-injectable epinephrine provided the pupil’s name is on the prescription label on the medication container or device and annual written documentation from the pupil’s parent or guardian is provided that authorizes possession and self-administration. The student shall notify the school office secretary as soon as practicable following the use of the medication;

- For breathing disorders, handheld inhaler devices may be carried for self-administration provided the pupil’s name is on the prescription label on the medication container or on the handheld inhaler device and annual written documentation from the pupil’s parent or guardian is provided that authorizes possession and self-administration.
District employees may volunteer to be a student’s diabetes care assistant, subject to approval by the student’s parent or guardian, in an emergency situation as described in 15-344.01. The Superintendent shall not fail develop procedures for implementing this provision.

The District reserves the right, in accordance with procedures established by the Superintendent, to circumscribe or disallow the use or administration of any medication on school premises if the threat of abuse or misuse of the medicine may pose a risk of harm to a member or members of the student population.
ADMINISTERING MEDICINES TO STUDENTS

(Medication Procedures)

Prescription Drugs

For occasions when it is necessary for a student to receive a prescription drug during the school day, the following procedure has been established to ensure the protection of the school and the student and to assure compliance with existing rules and procedures:

Administration by school personnel:

- The medication must be prescribed by a physician.

- The parent or guardian must provide written permission to administer the medicine to the student. Appropriate forms are available from the school office.

- The medication must come to the school office in the prescription container as put up by the pharmacist. Written directions from the physician or pharmacist must state the name of the patient, the name of the medicine, the dosage, and the time it is to be given.

- An administrator may designate a school employee to administer the medication.

- Any medication administration services specified in the child’s diabetes medical management plan shall be provided.

- Two (2) or more school employees, subject to final approval by the student’s parent or guardian, may volunteer to serve as diabetes care assistants in an emergency as follows: Voluntary diabetes care assistants are allowed to administer insulin, assist the pupil with self-administration of insulin, administer glucagon in an emergency situation to a pupil or perform any combination of these actions if all of the following conditions exist:

  - A school nurse or another health professional who is licensed pursuant to statute or a nurse practitioner who is licensed pursuant to statute is not immediately available to attend to the pupil at the time of the emergency.

  - If the voluntary diabetes care assistant is authorized to administer glucagon, the parent or guardian must provide to the school an unexpired glucagon kit prescribed for the student by an appropriately licensed health care professional or nurse practitioner.
• The volunteer diabetes care assistant has provided to the school a written statement signed by an appropriately licensed health professional that the voluntary diabetes care assistant has received proper training in the administration of glucagon, including the training specified in A.R.S. 15-344.01.

• If the voluntary diabetes care assistant is authorized to administer insulin, the parent or guardian of the pupil has provided insulin and all equipment and supplies that are necessary for insulin administration by voluntary diabetes care assistants.

• The training provided by an appropriately licensed health professional must include all of the following:

  ▶ An overview of all types of diabetes.

  ▶ The symptoms and treatment of hyperglycemia and hypoglycemia.

  ▶ Techniques for determining the proper dose of insulin in a specific situation based on instructions provided in the orders submitted by the pupil’s physician.

  ▶ Techniques for recognizing the symptoms that require the administration of glucagon.

  ▶ Techniques on administering glucagon.

• A District employee shall not be subject to any penalty or disciplinary action for refusing to serve as a voluntary diabetes care assistant.

• The District, employees of the District, and properly licensed volunteer health professionals and nurse practitioners are immune from civil liability for the consequences of the good faith adoption and implementation of policies and procedures pursuant to District policy and this regulation.

• Each administration of prescription drugs must be documented, making a record of the student having received the medication.

• Drugs must be kept in their original containers in a locked medicine cabinet.

Self-administration:

• When the physician feels it is necessary for the student to carry and self-administer the medication, the physician shall provide written recommendations, to be attached to the signed parent permission form except in the case of medication for diagnosed anaphylaxis and breathing disorders requiring handheld inhaler devices. In these cases the student's name on the prescription label is sufficient for the physician's
recommendation.

- The student's diabetes medical management plan provided by the parent or guardian shall be signed by the appropriately licensed health professional or nurse practitioner and shall state that the student is capable of self-monitoring blood glucose and shall list the medications, monitoring equipment, and nutritional needs that are medically appropriate for the pupil to self-administer and that have been prescribed or authorized for that student. The student must be able to practice proper safety precautions for the handling and disposal of the equipment and medications that the student is authorized to use under these provisions. The pupil's diabetes medical management plan shall specify a method to dispose of equipment and medications in a manner agreed on by the parent or guardian and the school.

- The parent or guardian must provide written permission for the student to self-administer and carry the medication. Appropriate forms are available from the school office.

- The medication must come in the prescription container as put up by the pharmacist.

**Over-the-Counter Medication**

When it is necessary for a student to receive a medicine that does not require a prescription order but is sold, offered, promoted, and advertised to the general public, the following procedure has been established to ensure the protection of the school and the student:

**Administration by school personnel:**

- Written permission must be provided by the parent or guardian for the administration of specific over-the-counter drugs.

- Any over-the-counter drug or medicine sent by the parent to be administered to a student must come to the school office in the original manufacturer's packaging with all directions, dosages, compound contents, and proportions clearly marked.

- An administrator may designate a school employee to administer a specific over-the-counter drug.

- Each instance of administration of an over-the-counter drug must be documented in the daily log.

- Over-the-counter drugs must be kept in their original containers in a locked medicine cabinet.

**Self-administration:**

- Written permission must be provided by the parent or guardian for the administration of specific over-the-counter drugs by the student.
• Over-the-counter drugs or medicine sent by the parent to be administered by the student must be kept by the student in the original manufacturer's packaging, with all directions, dosages, compound contents, and proportions clearly marked.

• **Necessity** for self-administration of an over-the-counter drug or medicine shall be determined by the student's physician and must be verified by a signed physician's statement attached to the parent or guardian permission form, indicating the specific drug or medicine.

**Protection of Students**

Use or administration of medication on school premises may be disallowed or strictly limited if it is determined by the Superintendent, in consultation with medical personnel, that a threat of abuse or misuse of the medicine may pose a risk of harm to a member of the student population.

The student shall take extraordinary precautions to keep secure any medication or drug, and under no circumstances shall make available, provide, or give the item to another person. The student shall immediately report the loss or theft of any medication brought onto the school campus. Violation of this procedure may subject the student to disciplinary action.
Section 10 – Students

Section 10.54 – Reporting Child Abuse / Child Protection

Any school personnel or any other person who has responsibility for the care or treatment of a minor and who reasonably believes a minor is or has been the victim of physical injury, child abuse, a reportable offense, or neglect that appears to have been inflicted upon the minor by other than accidental means or that is not explained by the available medical history as being accidental in nature or who reasonably believes there has been a denial or deprivation of necessary medical treatment or surgical care or nourishment with the intent to cause or allow the death of an infant who is protected under A.R.S. §36-2281 shall immediately report or cause reports to be made of such information to a peace officer or to the Child Protective Services (CPS) of the Department of Economic Security, except if the report concerns a person who does not have care, custody, or control of the minor, the report shall be made to a peace officer only. Such reports shall be made immediately by telephone or in person and shall be followed by a written report within seventy-two (72) hours. Pursuant to A.R.S. §13-3620, such reports shall contain:

- The names and addresses of the minor, the parents, or the person or persons having custody of such minor, if known.

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

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

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

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

A report is not required if a minor is of elementary school age, the physical injury occurs accidentally in the course of typical playground activity during a school day, occurs on the premises of the school the minor attends and is reported to the legal parent or guardian of the minor and the school maintains a written record of the incident. The school will maintain a written record of the physical injury as part of the student’s health file as required by Arizona Revised Statutes.
A person who fails to report abuse as provided in A.R.S. §13-3620 is guilty of a class 1 misdemeanor, except if the failure to report involves a reportable offense, the person is guilty of a class 6 felony.

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

Any school employee who has orally reported to CPS or a peace officer a reasonable belief of an offense to a minor must provide written notification to the principal of the oral report not later than the next workday following the making of the report.
Section 11 – School – Community Relations

Section 11.16 – Smoking on School Premises at Public Functions

The possession or use of tobacco products, tobacco substitutes, electronic cigarettes, other chemical inhalation devices, or vapor 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.
Section 11 – School – Community Relations

Section 11.18 – Public Solicitations in Schools

A school employee’s position in the District shall not be used to influence parents or students to purchase books or other merchandise, except for materials approved by the Superintendent for use in the classroom.

Solicitation of employees and/or students by any profit, nonprofit, or charitable groups, institutions, or organizations must have the approval of the Superintendent in advance.

Districts shall not use an automated system that plays recorded messages or sends text messages to solicit persons to purchase goods or services or requests survey information if the results are to be used directly for the purpose of soliciting persons to purchase goods or services unless the message was sent with prior express invitation or permission by the recipient or the recipient has an existing business relationship with the sender.

The District shall strive to safeguard the students and their parents from money-raising plans of outside organizations, commercial enterprises, and individuals. This policy shall apply particularly to ticket sales and sales of articles or services except those directly sponsored by school authorities or school organizations.