NOTICE OF PUBLIC MEETING

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

DYSART UNIFIED SCHOOL DISTRICT
GOVERNING BOARD MEETING AGENDA

REGULAR MEETING

REGULAR MEETING
TIME: 6:00 p.m. – Wednesday, April 16, 2014

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

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

2. Pledge of Allegiance

3. Approval of the Agenda Form

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

   Motion _______________  Second _______________  Vote __________

4. Summary of Current Events
   • Presentations, Recognitions, Celebrations
     • New Century Learning Showcases hosted by Sonoran Heights, Valley Vista and Dysart High Schools
     • Performance by the Canyon Ridge Choir under the direction of Kasey Romero.
     • Recognition of the 2014 District Poetry Winners
     • Lobby Visual Arts Display of student work hosted by West Point and James Camenisch.
   • Superintendent Update
   • Governing Board Update
     • Traci Sawyer-Sinkbeil
     • Bonnie Schroader
     • Jennifer Tanner
     • Jerry Eynon
     • Blossom Tande

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

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

Motion ____________ Second ____________ Vote ______

ACTION/CONSENT AGENDA ITEMS

1. Recommendation to Adopt a Resolution Authorizing the Execution and Delivery of an Amendment to a Solar Services Agreement Between Dysart Unified School District No. 89 of Maricopa County, Arizona and Constellation Solar, Arizona, LLC – Dr. Kellis

2. Recommendation to Approve the Contract Proposal for Consulting Services with Clark Consulting and Training, Inc., for the 2014 High Intensity English Language Summer Academy and Authorize the Associate Superintendent for Academic Services to Sign the Agreement and Any Affiliated Documents – Dr. Miller

3. Recommendation to Approve the Agreement with Zonar for Hardware and Data Services and Authorize the Assistant Superintendent of Support Services to Sign the Agreement and Any Affiliated Documents – Dr. Kellis

4. Recommendation to Approve the License Agreement with Global Spectrum-University of Phoenix Stadium for Willow Canyon High School Prom and Authorize the Assistant Superintendent for Support Services to Sign the Agreement and Any Affiliated Documents – Dr. Kellis

5. Recommendation for Approval to Award COBRA Administration to Sterling Health Services for the 2014-2015 School Year – Mr. Eaton

6. Recommendation to Approve Personnel Action Items for the Period of April 2, 2014 Through April 16, 2014 – Mr. Dean

7. Approval of the Minutes of the April 2, 2014 Governing Board Meeting, the March 21, 2014 Surprise Tennis Championships and the March 27, 2014 Awaken the Learner Workshop – Dr. Pletnick

8. Recommendation to Approve Overnight and Out-of-State Travel – Drs. Kellis and Miller

9. Hearing Officer’s Recommendation(s) for Long Term Suspension – Dr. Kellis


11. Extra-Curricular Tax Credit Fund and Student Activities Fund Reports for the Month of March 2014 – Mr. Eaton

12. Acceptance of Donations, Gifts and Grants – Mr. Eaton

13. Approval/Ratification of Expense Vouchers 1044 and 1045 in the Amount of $1,409,922.82 – Mr. Eaton

14. Approval/Ratification of Payroll Vouchers 46, 7574 and 47 in the Amount of $5,424,898.07 – Mr. Eaton

INFORMATION AGENDA ITEMS

15. Information Regarding District Cabinet Reorganization – Dr. Pletnick

16. Setting a Date for the Superintendent’s End-of-Year Evaluation – Dr. Pletnick

ACTION/DISCUSSION AGENDA ITEMS

18. Recommendation for Approval of the Student Discipline Procedures for the 2014-2015 School Year

19. Approval of Statement of Charges Recommending Dismissal of Certificated Teacher S. Dudley

20. Recommendation for Authorization to Issue Notice of Intent Not to Re-employ Non-Continuing Certificated Staff for the 2014-2015 School Year

21. Recommendation for Approval of Additional Positions for the 2014-2015 School Year

22. Recommendation to Approve the Appointment of Elementary School Principal Mr. Dean

23. Recommendation to Approve the Appointment of Elementary School Principal Mr. Dean

24. Discussion and Possible Action to Provide Direction to the Board Liaison/Superintendent Regarding Monthly Liaison Meetings with the City of Surprise

25. Discussion and Possible Action Regarding Out of State Travel for Governing Board Member(s) to Attend the 5th Annual Rachel’s Challenge Educational Summit in Denver, CO, June 18-21, 2014

REQUESTS FOR FUTURE AGENDA ITEM(S)

ADJOURNMENT

Motion: ____________ Second ____________ Vote: ____________
AGENDA ITEM: Recommendation to Adopt a Resolution Authorizing the Execution and Delivery of an Amendment to a Solar Services Agreement Between Dysart Unified School District No. 89 of Maricopa County, Arizona and Constellation Solar Arizona, LLC.

EXECUTIVE SUMMARY:
Administration recommends the Governing Board adopt the resolution authorizing the execution and delivery of an amendment to the Solar Services agreement between Dysart Unified School District No. 89 and Constellation Solar Arizona, LLC.

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

BOARD ACTION REQUESTED:
It is recommended that the Governing Board adopt a resolution authorizing the execution and delivery of an amendment to a Solar Services Agreement between Dysart Unified School District No. 89 of Maricopa County, Arizona and Constellation Solar Arizona, LLC.
RESOLUTION

RESOLUTION APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO A SOLAR SERVICES AGREEMENT BETWEEN DYSART UNIFIED SCHOOL DISTRICT NO. 89, OF MARICOPA COUNTY, ARIZONA, AND CONSTELLATION SOLAR ARIZONA, LLC; AND RATIFYING ALL ACTIONS TAKEN OR TO BE TAKEN TO FURTHER THIS RESOLUTION.

WHEREAS, the Governing Board of Dysart Unified School District No. 89 of Maricopa County, Arizona (the "District"), previously approved a Solar Services Agreement (the "Services Agreement") with Kennedy Partners, LLC, as subsequently assigned to Constellation Solar Arizona, LLC ("Constellation") to finance a solar panel system within the District and the purchase of electricity by the District (the "Project"); and

WHEREAS, Constellation has agreed to provide the District with a savings guarantee based upon a projected increase in the estimated productivity of the Project; and

WHEREAS, pursuant to this Resolution, the Board will amend the Services Agreement to reflect a savings guarantee from Constellation based upon a projected increase in the estimated productivity of the Project; and

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

Section 1. Amendment of Services Agreement. The Board hereby authorizes the Solar Services Agreement, dated as of March 6, 2013, between the District and Constellation, to be amended to reflect a savings guarantee from Constellation based upon a projected increase in the estimated productivity of the Project in the form of an Amendment attached hereto as Exhibit A.

Section 2. Ratification of Actions. All actions of the officers and agents of the District which conform to the purposes and intent of this resolution and which furthers installation and operation of the Project as contemplated by this resolution whether heretofore or hereafter taken are hereby ratified, confirmed and approved. The proper officers and agents of the District are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the District as may be necessary to carry out the terms and intent of this resolution.

Section 3. Severability. If any section, paragraph, subdivision, sentence, clause or phrase of this resolution is for any reason held to be illegal, invalid or unenforceable, such decision shall not affect the validity of the remaining portions of this resolution. The Board hereby declares that it would have adopted this resolution and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the Project and the
Amendment pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this resolution may be held illegal, invalid or unenforceable.

PASSED, ADOPTED AND APPROVED by the Governing Board of Dysart Unified School District No. 89 of Maricopa County, Arizona, on April 16, 2014.

______________________________
President, Governing Board
EXHIBIT A

[Amendment]

(See following pages)
AMENDMENT

THIS AMENDMENT (this "Amendment") to the Solar Services Agreement dated as of March 6, 2013 (the "Services Agreement"), is entered into as of March 31, 2014 (the "Effective Date") by and between Constellation Solar Arizona, LLC, a Delaware limited liability company ("Constellation") as assignee of Kennedy Partners, LLC, and Dysart Unified School District #89 ("Dysart") (each, a "Party," and collectively, the "Parties"). Terms used and not defined herein shall have the definitions set forth in the Services Agreement. Except as set forth herein, the Services Agreement remains unchanged and in full force and effect.

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. Energy Output/Cost Savings. Section 9(k) Energy Cost Savings and Exhibit 4 Form of Annual Savings Report are deleted and replaced with the following:

   "k. Energy Output. Commencing on the Commercial Operation Date of the System, Seller warrants that the System will have a weather-adjusted annual electricity output of 75% of the Estimated Productivity identified in Exhibit 1. As used herein, "weather adjusted" means the irradiance measured by the System's weather stations relative to the predicted annual irradiance of a system by the US Department of Energy's NREL Version 1 PVWatts. Additionally, Seller shall:

   (1) prepare for the Purchaser a measurement and verification report on an annual basis in addition to an annual reconciliation of any guaranteed energy production shortfall; and

   (2) in the event of any shortfall, reimburse the Purchaser for any such guaranteed energy production shortfall by multiplying any energy production shortfall by the difference between the Contract Price and the effective utility rate calculated by dividing total payment made to the Utility by the total number of kWs on utility bills."

2. Captions. The captions of this Amendment are made for convenience only and shall not control or affect the meaning or construction of any provision of this Amendment.

3. Counterparts. This Amendment may be executed in counterpart, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

4. Governing Law. This Amendment shall be interpreted, and the rights and liabilities of the parties hereto shall for all purposes be governed by and construed and enforced in accordance with, the laws of the State of Arizona applicable to agreements executed, delivered and performed within said state.

[Signatures appear on the following page]
IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment under proper authority as of the date first above written.

CONSTELLATION SOLAR ARIZONA, LLC

By: ____________________________
Name: Ronald Melchior
Title: Vice President

DYSA RT UNIFIED SCHOOL DISTRICT

By: ____________________________
Name: ____________________________
Title: ____________________________
Dysart Unified School District
April 16, 2014
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 Contract Proposal for Consulting Services with Clark Consulting and Training, Inc., for the 2014 High Intensity English Language Summer Academy and Authorize the Associate Superintendent for Academic Services to Sign the Agreement and Any Affiliated Documents

Action/Consent X Action/Discussion ____ Information ____ Supporting Data X
Cost: $150,000 Funding Source: ____ Title I ____

EXECUTIVE SUMMARY:

Administration recommends the Governing Board approve the contract proposal for consulting services with Clark Consulting and Training, Inc., for the 2014 High Intensity English Language Summer Academy. Clark Consulting will provide the specialized services to support the design and implementation of the academy.

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

BOARD ACTION REQUESTED:

It is recommended that the Governing Board approve the contract proposal for consulting services with Clark Consulting and Training, Inc., for the 2014 High Intensity English Language Summer Academy and authorize the Associate Superintendent for Academic Services to sign the agreement and any affiliated documents.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

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

Page 1 of 1
DYSART UNIFIED SCHOOL DISTRICT
Proposal for the 2014 High Intensity English Language Summer Academy
Submitted: April 2, 2014

BACKGROUND
The Dysart Unified School District enrolls a substantial number of students for whom their knowledge and ability to apply English grammar skills is limited. The district has made substantial strides in working to implement the state's required intensive Structured English Immersion program and has increased its reclassification rates. During the summer of 2014, district and site leaders are interested in implementing an ELD summer program for students that also provides an intensive professional development experience for teachers in the area of teaching English as a foreign language at Thompson Ranch, El Mirage, Riverview, and Luke Elementary Schools. This contract proposal describes in more detail the proposed summer 2014 program, including the scope of consulting services to be provided related to its design, implementation and evaluation.

CONTRACT PROPOSAL
It is proposed that the school retain the services of Clark Consulting and Training, Inc. to provide the specialized services described herein for supporting the design and implementation of the district's 2014 High Intensity English Language Summer Academy.

DURATION OF CONTRACT
The services described in this contract will be provided on the dates listed below:

Seminar-Style Professional Development and Pre-service Training:
Dates to be determined: Each of these sessions is eight hours in duration. Participants will receive one hour for lunch and two fifteen minute breaks each day.

Total consultant days: 17

On-site Consulting:
Dates to be determined: For every four teachers, one external consultant will be on-site for each of the student-attended days. One senior program manager will support the implementation at all sites.

Total consultant days: 92

Administrative Development:
Dates to be determined: District and site leaders responsible for monitoring classroom instruction will participate in seven hours of professional development. (Two 3.5 hour meetings for principles and district office staff as well as two 3.5 hour meetings for assistant principals and coaches)

Total day equivalent: 2 days

Total Project Days: 111 Consultant Days
PROGRAM DESCRIPTION

A. Purpose
The purpose of the three- or four-week High Intensity English Language Summer Academies is to create an exciting learning opportunity for students and teachers that substantially accelerates students' English language and literacy development through the creation of a dynamic learning environment that combines innovative foreign language teaching methods, high-energy teachers, collaboration with experts in the field and strong site-level support.

B. Goals
1. To accelerate the English language learning and literacy development of approximately 500 English learners going into grades one, two and three;
2. To develop and support approximately 80 classroom ELD teachers to stretch their English language teaching knowledge and skills in ways that bridge to the districts' regular-year instructional programs;
3. To build site capacity for providing ELD instruction through the use of prescriptive daily lesson plans that link discrete English grammar skills to 10 high-intensity foreign language-teaching methodologies with a special emphasis on how to teach English grammar and reading comprehension;
4. To provide daily ELD instruction in specific time blocks that is consonant with the state's four-hour SEI model requirements;
5. To develop administrative knowledge in the area of monitoring for principled instruction, program design, and effective implementation practices.

CONSULTANT SERVICES, MATERIALS AND RELATED COSTS
1. Professional Development
   a. Three days teacher pre-service differentiated for teacher groups based on prior training and experience.
   b. One 90-minute professional development session each week at each site. Dates to be scheduled by site administration.
   c. Two days of seminar-style professional development for teachers not participating in the summer academies.

2. Expert Consultants
   a. One to Two full-time and on-site expert consultants on each site to work with classroom teachers in the following areas: **Number of consultants is differentiated based on the number of classrooms at each site**
      i. lesson demonstrations
      ii. in-class coaching
      iii. professional development sessions
      iv. mentoring to site "lead" teacher
   d. One senior project manager

3. Daily Lesson Plans
   a. explicit lesson plans for all English language levels served
   b. detailed methods binder
4. Student Assessment and Reporting  
   a. administration of pre- and post- student assessments  
   b. transcribe, score and analyze student assessment results  
   c. present information to teaching staff  
   d. provision of weekly student language quizzes, grading and final report of progress  

5. Teacher Assessment and Reporting  
   a. pre-post teacher assessment  
   b. scoring, tabulation and analysis of data  
   c. Certificate of hours completed  

6. Program Evaluation Report  
   a. written report featuring student and teacher data sources  
   b. quantitative and qualitative data analyses  
   c. preparation of written report, including strengths and recommendations  

7. Related Activities  
   a. regular progress meetings with site and district leaders  
   b. delivery of all products for district review and comment  

COST BASIS  
The total cost for the above-referenced services and staff is $150,000.00, which includes all of the consulting services described above, consultant travel, related expenses and overhead. Billing is to be in one payment: at the end of the contract period, upon the final day of the student program. All services are guaranteed to meet the quality standards of the district.  

INDEPENDENT CONTRACTOR STATUS  
In rendering the described services, it is mutually understood and agreed that the contractor (Clark Consulting and Training, Inc.) shall, at all times, be acting and performing as an independent contractor and not as an employee of the School District, School Site, or any County Office of Education. All personnel employed by the contractor to assist in the performance of this agreement shall be deemed to be the employees of the contractor.  

CONTRACT ALTERATIONS  
It is mutually understood and agreed that no alternations or variations of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms herof, unless made in writing between the parties hereto shall be binding on either party hereto. The agreement is not assignable by the contractor either in whole or in part.  

TERMINATION  
The parties agree that either may terminate the contract with 30 days written notice. In the event the contract is terminated by either party after initiation of the services, the contracting agency will pay the contractor for all services rendered to the date of termination.  

OWNERSHIP OF MATERIALS  
It is agreed that the school, upon performance of all services by the consultant, and payment for services by the district, retains all rights, ownership and use of any and all materials developed pursuant to this contract.  

School/District Representative  
Date of Signature  

Clark Consulting and Training, Inc. (EIN #95-4663756)  
Date of Signature 4-2-14  

772 Omaha Avenue, Suite C — Clovis, CA 93619  
(559) 299-5855 - Fax (559) 299-7735  
3
CONTRACT ADDENDUM

The following terms are hereby added to the Agreement between Clark Consulting and Training, LLC ("Contractor") and the Dysart Unified School District No. 89 in compliance with Arizona law:

Term. The term of the underlying Agreement shall be for one year only, or until June 30, 2015. The parties may agree to renew this agreement on an annual basis for up to four additional one year terms.

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

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

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

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

E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the parties warrant their compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A).

A party’s breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The parties each retain the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the other party’s random inspections including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

Insurance. Each party, at its cost, shall maintain comprehensive general liability insurance with limits of not less than $1,000,000 per occurrence, insuring against all liability of said party and its authorized representatives arising out of and in connection with said party’s use or occupancy of the facilities. Said insurance shall include broad form contractual liability covering, without limitation, the liability assumed under this Indemnification provisions of this Agreement. If the policy is to be written with an annual aggregate limit, that limit shall be not less than $2,000,000. Comprehensive general liability shall name the other party to this Agreement as an additional insured. All insurance policies shall provide that the policies cannot be cancelled, not renewed, not limited in scope of coverage or limits until and unless thirty (30) calendar days prior notice is given to the other party.

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

DYSART UNIFIED SCHOOL
DISTRICT No. 89

School/District Representative

Date of Signature

772 Omaha Avenue, Suite C – Clovis, CA 93619
(559) 299-5855  Fax (559) 299-7735

CONTRACTOR

Clark Consulting and Training, Inc. (EIN #95-4663756)

Title:

Date of Signature 4-2-14

Director of Operations and Client Development

Title:
AGENDA ITEM: *Recommendation to Approve the Agreement with Zonar for Hardware and Data Services and Authorize the Assistant Superintendent of Support Services to Sign the Agreement and Any Affiliated Documents

Cost: $80,062.81
Funding Source: M&O

EXECUTIVE SUMMARY:

Administration recommends the Governing Board approve the agreement with Zonar for the provision of GPS tracking equipment and services for school bus transportation vehicles and other district vehicles.

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 Zonar for hardware and data services and authorize the Assistant Superintendent of Support Services to sign the agreement and any affiliated documents.

SUBMITTED BY: [Signature]
SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM: 3
ZONAR HARDWARE PURCHASE AND DATA SERVICES AGREEMENT (INCLUDING EULA)

P.O. #
Quotation # 137489 - 137490

LICENSOR: Zonar Systems, Inc. (Zonar)
A Washington Corporation
18200 Cascade Ave. S., Suite 200
Seattle, WA 98188
Telephone: 206.878.2459
Fax: 206.878.3082
Website: www.zonarsystems.com

SUBSCRIBER:
Company Name: Dysart Unified School District
Telephone: 623-876-7863
Fax:
Email: Michael.carlson@dysart.org
Address: 13825 W. Desert Cove Rd., Surprise, AZ 85379
Customer Type: Pupil Transportation

CSA - EVIR Data Retention - Rolling Period: ☐ 3 Months ☐ Annual
GTC - GPS & Other Data Retention - Rolling Period: ☐ 6 Months ☐ Annual

This Zonar Equipment Purchase and Services Agreement ("Services Agreement") is effective as of __________, 2014 ("Effective Date") and entered into between Dysart Unified School District No. 89, a political subdivision of the State of Arizona ("Customer"), and Zonar Systems, Inc., a Washington Corporation ("Zonar"). The parties agree that the following terms and conditions shall apply to Customer's purchase of equipment and services from Zonar, whether purchased directly from Zonar or from a Zonar authorized reseller, and Customer's access to and use of Zonar's data and software offerings.

1. DEFINITIONS: The following capitalized terms shall have the meanings ascribed to them below:
   • "Agreement" means this Services Agreement (including any Quotes submitted by Customer and accepted by Zonar under this Services Agreement) and the Terms of Use, which together form a single agreement.
   • "Data" means any and all files, information, data or other content generated by Customer that is collected and stored in Zonar's systems in connection with its delivery of the Services. Data does not include information that Zonar collects for relationship management purposes, such as contact, billing, customer relationship management, service delivery, performance measuring, and compliance monitoring or Aggregated User Data (defined below in Section 15).
   • "Hardware" means any equipment provided by Zonar or its agents to Customer under this Services Agreement.
   • "Order" means the submission by Customer to Zonar of a written order for Hardware or Services under this Services Agreement, utilizing Zonar's standard sales order form (each a "Quotation" or "Quote") or any other mutually agreeable form (e.g., a purchase order).
   • "Parties" means Zonar and Customer.
   • "Party" means either of Zonar or Customer, as applicable.
   • "Services" means Zonar Offerings including one or more of automated data collection from enrolled vehicles (such data includes one or more of time card data, inspection data, location data, diagnostic data, idle data, and/or driver behavior data); automated data transmission from enrolled vehicles to a secured host data center; monthly storage of collected data; automated exception based analysis of the data; online access to the hosted data; online access to the hosted fleet analytics software; 24/7 customer support; and/or any other services that Zonar makes available to Customer for purchase under this Services Agreement.
   • "Software" means any computer software and associated documentation provided by Zonar or its agents to Customer or otherwise made available by Zonar or its agents (e.g., the GTC web-based portal and associated web-based software applications; i.e., the hosted fleet analytics software) to Customer under this Agreement. Software also includes any software and/or firmware loaded on, included with or otherwise provided for use with Hardware.
   • "Terms of Use" means the terms and conditions applicable to use of the Services, a copy of which is attached hereto as Exhibit A.
   • "Third Party Offerings" means any third party branded Hardware, Software or Services that Zonar, acting as a reseller, makes available to Customer for purchase, license or use under this Services Agreement (such Offerings often relate to applications for Zonar's 2020 Tablet).
   • "Third Party Terms" means the additional and/or different terms and conditions (e.g., software license agreements and/or terms of use) applicable to Customer's use of the Third Party Offerings, which shall be provided to Customer if Customer desires to utilize such Third Party Offerings. Current offerings and terms are noted in Exhibit B, although new offerings may be added from time to time.
   • "Zonar Offerings" means the Zonar-branded Hardware, Software and Services that Zonar makes available to Customer for purchase, license or use under this Services Agreement.

2. HARDWARE. Title to Hardware purchased under this Services Agreement will be transferred to Customer in the manner described below. All Hardware to be delivered by Zonar or its agents to Customer under this Agreement shall be shipped ex works (as such term is described in Incoterms 2010 published by the International Chamber of Commerce) from Zonar's chief offices in Seattle, Washington, or any other plant or warehouse designated by Zonar, via a common carrier acceptable to Zonar, to Customer's principal place of business, or any other location designated by Customer and approved by Zonar. Hardware may be used only with the Services, in accordance with published specifications applicable to such Hardware and all applicable laws. Unless Customer has purchased Hardware installation Services from Zonar or its agents under an Order, Customer shall be solely responsible for the proper installation of all such Hardware. Unless specifically noted otherwise in a quotation, GPS units are subject to a $25 activation fee (which also applies to any reactivation after a unit has been turned off).

3. SERVICES. Subject to Customer's timely payment of all applicable fees and expenses and compliance with all material terms of this Agreement, Zonar and/or its agents shall provide the Services to Customer during the subscription period specified in each Order ("Services
Hardware associated with such Order to Customer. Customer may terminate any Services Term for convenience prior to its expiration, but such termination will not relieve Customer of its obligation to pay all Services fees specified in the applicable Order (including any time period falling after the date of termination), and shall not entitle Customer to any refund of prepaid Services Fees. As of the Effective Date, the following services are included with each GTC Service subscription: Service activation, 24/7 access to the GTC web-based portal and associated web-based Software applications, email & phone support, Software upgrades made generally available to Service Customers, daily account monitoring, and all associated wireless data charges. Customer acknowledges that it has read and shall comply with the Terms of Use at all times when accessing and using the Services. Customer acknowledges that Zonar in its sole discretion may update and change the features and functionality of the Services from time to time, with or without notice. Upon renewal of any Services Term the fees and charges payable by Customer, including any subscription fees applicable to the Services ("Services Fees") are subject to change upon 30 days' written notice by Zonar.

4. SOFTWARE AND SERVICE ACCESS LICENSES. All Software is licensed, not sold. Subject to Customer's timely payment of all applicable fees and expenses and compliance with all material terms of this Agreement and, if applicable, any Third Party Terms, Zonar grants to Customer during the Services Term a limited, non-transferable license, without rights to sublicense, to access and use the Software solely in connection with Customer's use of the Services and for Customer's internal business purposes. All rights not expressly granted to Customer under this Agreement are reserved by Zonar or its suppliers. Note that additional and/or different terms and conditions may apply to Third Party Offerings, which shall be presented to Customer either prior to or at the time of delivery of such Third Party Offerings. To the extent such Software or any services are part of a Third Party Offering, Customer acknowledges that it has reviewed and agreed to all applicable Third Party Terms prior to use of the Software or services.

5. AGREEMENT TERM AND TERMINATION. This Agreement shall begin on the Effective Date and shall remain in effect throughout the Services Term. If Customer fails to make any payment when due or otherwise violates any material term or condition of this Agreement, Customer may be declared in default by Zonar upon written notice and failure to cure for 15 days following delivery of such notice. Upon declaration of default, all amounts due under this Services Agreement during the entire Services Term shall accelerate and become immediately due and payable, including, without limitation, the cost to repair or replace damaged Hardware (if such Hardware was not purchased outright), interest, and costs/expenses of collection. Zonar shall also have the right to terminate this Agreement and seek any other remedy permitted under law. Upon termination of the Services Term, Customer shall immediately cease use of the Software, Services, Data (unless Customer has purchased continuing Data retention Services) and any Zonar Confidential Information. The following Sections of this Agreement shall survive its termination, however occurring: Services Agreement §4-6, 8, 10-16; Terms of Service §3-5, as well as any section that logically or by its nature should survive termination.

6. ORDER PROCESS AND PAYMENT TERMS. Customer shall initiate Orders by referencing a Zonar offered Quotation to Zonar or one of its authorized resellers. All Quotations so submitted by Customer shall be subject to acceptance by Zonar at its corporate offices in Seattle, WA, USA and shall not be binding on Zonar until the earlier of written confirmation or shipment by Zonar and, in the case of acceptance by shipment, only as to the portion of the Order actually shipped. Customer may not revoke Orders once accepted by Zonar. Customer shall pay (in U.S dollars) all invoices issued under this Agreement by wire transfer to Zonar's designated bank, by check, or by any other method acceptable to Zonar within 30 days from the date of Zonar's invoice. All fees and charges payable by Customer under this Agreement are exclusive of taxes and are not subject to set off or reduction. Zonar shall not be responsible for payment of any taxes accruing as a result of the activities occurring under this Agreement, other than taxes applicable to Zonar's gross income. Unless otherwise specified in the Initial Order submitted hereunder, all Services Fees specified in such Order are due on the Effective Date, and all other fees and charges are due as provided in the Quotation applicable to the Order. Services Fees shall be applicable to any renewal of a Services Term shall be due and payable in advance on the date of such renewal. Any amounts not paid by Customer when due shall bear interest at the rate of one and one half percent (1.5%) per month, or the maximum legal rate if less, and Customer shall be responsible for all costs and expenses, including attorney's fees, incurred by Zonar in connection with the collection of any delinquent amounts. Zonar shall be entitled to withhold performance and suspend the Services until all amounts due are paid in full.

7. CONTROLLING TERMS. All Zonar Offerings licensed or purchased by Customer from Zonar during the term of this Agreement shall be subject to the terms and conditions of this Agreement. Customer acknowledges that additional and/or different terms and conditions may apply to Third Party Offerings, which shall be presented to Customer either prior to or at the time of delivery of such Third Party Offerings. Additional terms also apply to end users of the Zonar Z Pass+™ ("Z Pass+ Terms"); accessible at https://www.ZPassPlus.com/, and to the extent that Customer provides any Data associated with Z Pass and/or Z Pass+ to its end users (such as parents) via any mechanism other than the online portal(s) provided by Zonar in connection with its delivery of the Services, Customer shall ensure that such end users have read and accepted the Z Pass+ terms prior to providing such Data. The terms of this Services Agreement related to Order submission, delivery, pricing, payment or taxes shall not apply to any orders for Zonar Offerings that are placed by Customer with a Zonar authorized reseller. Customer shall establish such terms independently with the authorized reseller. Any terms or conditions appearing on the face or reverse side of any Customer purchase order, acknowledgment, or confirmation that are different from or in addition to those required hereunder shall not be binding on the Parties, even if signed and returned, unless both Parties agree in a separate writing to be bound by such different or additional terms and conditions. Zonar may modify the Terms of Use on 30 days' written notice to Customer or automatically, with or without notice to Customer, upon renewal of a Services Term.

8. CONFIDENTIALITY. To the extent permitted by law, each Party shall retain in confidence all information transmitted to it by the other Party pursuant to or in connection with this Agreement that the disclosing Party identifies as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"), and will make no use of such Confidential Information except under the terms and during the term of this Agreement. Information disclosed by either Party, in any form, regarding that Party's products, pre-release products, Hardware, Software, Services, marketing and business plans and financial information, and any passwords provided by the Party to the other, shall be that Party's Confidential Information. The Parties shall treat the terms and conditions of this Agreement as confidential; however, either Party may disclose such information as follows: (a) in confidence to its immediate legal and financial consultants as required in the ordinary course of that Party's business and (b) pursuant to any applicable law, regulation or court order requiring a
Party to disclose such information; provided however, that the receiving Party shall promptly notify the disclosing Party in writing prior to making any such disclosure, in order to facilitate the disclosing Party's efforts to protect its Confidential Information. The receiving Party's obligations under this Section shall extend for five (5) years following the disclosure of the Confidential Information, irrespective of the termination of this Agreement. Confidential Information shall not include information that the receiving Party can establish: (i) has entered the public domain without the receiving Party's breach of any obligation owed to the disclosing Party; (ii) is rightfully received by the receiving party from a third Party without confidentiality restrictions; (iii) is known to the receiving Party without any restriction as to use or disclosure prior to receipt by the receiving Party from the disclosing Party hereunder; or (iv) is independently developed by the receiving Party.

9. LIMITED WARRANTIES.

9.1 Hardware. Zonar warrants that the serialized Hardware elements of any Zonar Offerings delivered by Zonar or its agents to Customer under this Agreement shall be free from all material defects in workmanship under normal use and service. Zonar's warranty period for such serialized Hardware (V Series GPS units, ZTrak GPS units, EVIR 2010 handheld's, 2020 Tablets, Z Pass readers) is as follows: V3 Series GPS Product Line - 5 Years (V3 only); V3R (ruggedized version), V3I (EU International version), V2J, and earlier Zonar GPS products have 1 year warranties; EVIR and all other Serialized Hardware - 1 Year. The warranty period runs from the date of shipment, and any replacement hardware provided under warranty will be covered under the applicable warranty coverage period, as Customer's sole and exclusive remedy. Zonar will replace any failed or functionally impaired Hardware with equivalent Hardware in terms of performance and functionality. This warranty does not apply to any Hardware that has been misused, altered, willfully abused or that has been subject to water or other environmental damage or that has been damaged due to improper installation by Customer or its agents. Hardware installations must follow Zonar's equipment-specific installation guidelines to qualify for the foregoing warranty. If Hardware is determined by Zonar to be damaged due to any of the aforementioned causes, Customer will be charged the price of a refurbished unit plus shipping and handling. Return of any Hardware requires a Return Material Authorization ("RMA") number. All RMA's must be pre-authorized by Zonar Customer Care at: E-mail: CustomerCare@zonsystems.com. Phone: 1 877 THE EVIR. Ancillary hardware such as mounts, brackets, and cables is excluded from the above warranty.

9.2 Software. Zonar warrants that the Software elements of any Zonar Offerings delivered by Zonar or its agents to Customer under this Agreement shall perform in all material respects in accordance with published technical specifications for a period of 90 days from the date of shipment or if web-based, the date such Software was first made available to Customer. Provided that such Software is installed in accordance with Zonar's instructions and used in an unmodified form, in accordance with applicable specifications and the terms of this Agreement, as Customer's sole and exclusive remedy, Zonar will either repair the non-conforming Software or replace or re-paint any nonconforming Software with conforming Software.

9.3 Services. Zonar warrants that the Services elements of any Zonar Offerings will be performed in a good, workmanlike manner and, for a period of 30 days from the date of delivery, such Services will conform in all material respects to applicable technical specifications. As Customer's sole and exclusive remedy for any failure of the Services to meet the foregoing limited remedy, Zonar will promptly re-perform such Services.

10. DATA STORAGE. Customer understands that unless Customer purchases additional data retention services, Zonar will have the right to purge all data submitted by Customer as follows: (a) Subject to purge after 3 months, 6 months, or 12 months, as elected by Customer in the check boxes on the upper portion of the first page of this Service Agreement. If no boxes are checked, Zonar will have the right to purge inspection data after 3 months and GPS data after 6 months. Note that your fleet may be subject to regulations that mandate specific data retention requirements for inspection data and/or GPS data, and it is your responsibility to understand those requirements, and to export and archive your data if the data retention period offered by Zonar is not sufficient for you to meet your retention requirements. If you determine that your fleet wants to retain such records for longer periods than offered by Zonar, please work with your Zonar sales rep or authorized reseller to communicate your requirements to Zonar, as different data retention periods are available (and may require an additional fee). (b) Customer shall be solely responsible for printing data and inspection reports for vehicles involved in an accident. (c) Unless Zonar specifically agrees in writing otherwise, I/O data, ZAlert data, Z Pass card scan data, diagnostic data, fault code data, and message data, can be purged by Zonar according to the retention period selected for GPS data. From time to time, Zonar may offer new data services, and such new data services may have different data retention periods, to be defined in a corresponding service specification for that offering. (d) Customer understands and agrees that Zonar is not required to retain records except as provided in this Section 10 or in a separate written agreement. Unless Customer has made other arrangements in writing with Zonar, all data submitted using Zonar's web based applications may be purged as provided above.

11. DISCLAIMERS. THE LIMITED WARRANTIES SET FORTH IN SEC. 9 ABOVE ARE APPLICABLE SOLELY TO THE ZONAR OFFERINGS & ARE MADE PERSONALLY TO CUSTOMER IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. AS BETWEEN ZONAR & CUSTOMER, THE THIRD PARTY OFFERINGS ARE PROVIDED "AS IS". CUSTOMER ACKNOWLEDGES THAT WARRANTIES (IF ANY) WITH RESPECT THIRD PARTY OFFERINGS ARE AS REFLECTED IN THE THIRD PARTY TERMS, & IT SHALL LOOK SOLELY TO THE MANUFACTURER, PUBLISHER OR OTHER THIRD-PARTY PROVIDER(S) OF SUCH THIRD PARTY OFFERINGS FOR SUPPORT WITH RESPECT TO ANY PERFORMANCE OR WARRANTY ISSUES, OR OTHER NON-COMPLIANCE WITH THE THIRD PARTY OFFERINGS. CUSTOMER ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR ITS USE OF DATA AND ZONAR EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS OR SUFICIENTY OF SUCH DATA. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, ZONAR MAKES NO WARRANTY THAT THE HARDWARE, SOFTWARE OR SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ERROR FREE OR OTHERWISE MEET CUSTOMER'S EXPECTATIONS. ZONAR ALSO EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY & FITNESS FOR A PARTICULAR PURPOSE, & ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

12. LIMITATION OF REMEDIES AND DAMAGES. EXCEPT WITH RESPECT TO EITHER PARTY'S OBLIGATIONS APPLICABLE TO CONFIDENTIAL INFORMATION, CUSTOMER'S DELIBERATE MISUSE OR MISAPPROPRIATION OF ZONAR'S INTELLECTUAL PROPERTY RIGHTS, AND CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, OR ANY THIRD PARTY, FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE
POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF (i) THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, USE OF THE ZONAR OFFERINGS OR THE THIRD PARTY OFFERINGS, OR (ii) ANY CLAIM, CAUSE OF ACTION, BREACH OF CONTRACT OR ANY EXPRESS OR IMPLIED WARRANTY, UNDER THIS AGREEMENT OR OTHERWISE, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT. ZONAR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EXCEED THE FEES PAID BY CUSTOMER UNDER THIS SUBSCRIPTION AGREEMENT IN THE PRIOR TWELVE (12) MONTHS, IF ANY. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER ZONAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13. OTHER LIMITATIONS. Zonar's licensors and suppliers shall have no liability of any kind under this Agreement and Customer shall not be a third party beneficiary under agreements between Zonar and its licensors and suppliers. Customer acknowledges that it is solely responsible for its use of Data, controlling its employees', contractor's and other permitted designees access to the Software, Hardware and Services, reviewing inspection reports, and taking appropriate action with respect to vehicles for which inspection reports have been submitted using the Services. Customer acknowledges that the accuracy of Data may be dependent on the accuracy of information provided by vehicle drivers or other individuals using Hardware or Software on Customer's behalf. Customer is solely responsible for instructing such individuals in the proper use of equipment, execution of inspections and delivery of legally acceptable electronic signatures in compliance with US law regarding commercial vehicle inspection and repair records, if applicable. Zonar shall have no liability whatsoever with respect to Data, except in the case of gross negligence or intentional misconduct by Zonar or its employees. Zonar shall have no liability for any nonperformance or delay in performance caused by any event reasonably beyond its control, including, but not limited to labor disputes, natural disasters and other acts of God, war. The suppliers of the Third Party Offerings shall have the right to enforce the terms of this Agreement, solely to the extent necessary to enforce applicable Third Party Terms.

14. INDEMNIFICATION. To the extent permitted by law, Customer shall defend, indemnify and hold Zonar harmless from and against (a) any claim, cause of action, demand, cost, expense (including attorneys' fees), loss suit, proceeding, damage and liability of any kind ("collectively, Claims") asserted or initiated by a third party arising out of or relating to Customer's use of or inability to use the Software, Hardware, Services or Data, and (b) any Claims asserted or initiated by Customer or any third party to the extent arising out of relating to any unauthorized or illegal use of the Software, Hardware, Services or Data by any individual or entity other than Zonar, including, without limitation, the owner, operator, or insurer of any vehicle or equipment for which the Hardware, Software, Services or Data are used, and any by any individual or entity claiming injuries or damages arising from the use of any vehicle or equipment for which the Hardware, Software, Services or Data are used. The preceding language does not apply to any claim that Zonar products or services violate the intellectual; property rights of any third party, so long as such products and services are used as intended and combined with any technology not provided by Zonar, and where the claim does not arise because of such a combination.

15. INTELLECTUAL PROPERTY: Zonar retains all right, title and interest and all related intellectual property rights in and to the Zonar Offerings and Zonar's Confidential Information, including any corrections, enhancements, updates or other modifications, including custom modifications, thereto, whether made by Zonar, Customer or any third party. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the Zonar Offerings or the Third Party Offerings or any part thereof. Under no circumstances shall Customer sell or transfer any purchased Hardware or licensed Software, reconstruct or repair such Hardware or Software, or reverse engineer or otherwise attempt to learn the trade secrets, know how or other intellectual property embodied therein. At all times during and after the termination or expiration of this Agreement, Customer and its employees and agents shall maintain the confidentiality of trade secret information. Customer shall not disclose any such proprietary information concerning Zonar Products (Hardware and Software), including any flow charts, logic diagrams, user manuals and screens, to persons not an employee of Customer without the prior written consent of Zonar. Customer agrees that Zonar may collect data regarding Customer's use of the Service and analyze, use and disclose such data in an aggregated format ("Aggregated User Data") for Zonar's business purposes; provided such Aggregated User Data is not personally identifiable or Customer identifiable.

16. MISCELLANEOUS: This Agreement (including the Terms of Use and Quotes) constitutes the entire agreement between Zonar and Customer with respect to the subject matter hereof, and supersedes all prior or contemporaneous written, electronic or oral communications, representations, agreements or understandings between the Parties with respect thereto. The failure of either Party to exercise in any respect any right provided for herein will not be deemed a waiver of any provision of this Agreement or of any subsequent breach of the same and no waiver of any provision of this Agreement will be effective unless made in writing. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Except with respect to Zonar's right to modify the Terms of Use, this Agreement may not be modified or amended except by a written instrument executed by both Parties. The Parties are independent contractors. Customer may not assign this Agreement in whole in part without Zonar's prior written consent. This Agreement shall be interpreted under the laws of the State of Arizona, and, in the event of any controversy or claim arising out of or relating to this Agreement or the breach or interpretation thereof, the Parties shall submit to the exclusive jurisdiction of and venue in the Superior Court of Maricopa County, Arizona or the Federal District Court for the District of Arizona, and their respective appellate courts. Facsimile or scanned signatures will be deemed originals.


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

Non-Discrimination. The parties agree to comply with all provisions of applicable federal, state and local laws relating to non-discrimination, equal employment opportunity, the Americans with Disabilities Act, and Arizona Governor's Executive Order 2009-09 (superseding Executive Order 99-4) (dated January 29, 1999), as may be amended from time to time.
Non-appropriation. All parties acknowledge that the District is a government entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of either's obligations under this contract, then this contract shall automatically expire without penalty to either party after written notice to of the unavailability and non-appropriation of public funds. It is expressly agreed that neither party shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure.

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

READ AND AGREED

CUSTOMER

Signature: ___________________________ Print Name: ___________________________ Title: ___________________________ Date: __________

ZONAR

Signature: ___________________________ Print Name: ___________________________ Title: ___________________________ Date: __________
EXHIBIT A: ZONAR TERMS OF USE

1. CUSTOMER OBLIGATIONS. (a) Computer related obligations: (i) Internet access to Zonar’s web based applications through an Internet service provider; (ii) hardware and software to enable such connection, and (iii) any permissions or authorizations required for such connection. (b) Customer is responsible for ensuring that only authorized persons have access to Zonar’s web based applications and for the security of Customer’s computer system and the connection to Zonar’s web based applications, without limitation: (i) ensuring that Customer’s password and all other means and methods of access to Zonar’s web based applications are kept absolutely confidential and that all Users and Drivers comply with the terms of the ID Agreements; (ii) ensuring that any telephone numbers or any information relating to Zonar’s web based applications, the security of Zonar’s web based applications, the encryption methods used and all or any other security features are kept absolutely confidential; and (ii) ensuring that the use of the Zonar’s web based applications by Customer is under the control and authority of a proper and adequately trained employee. (c) Customer will install, use, maintain and remove the Hardware according to Zonar’s specifications, will safeguard the Hardware from loss or damage, and will not permit anyone other than an authorized representative of Zonar to perform any work on the Hardware. Except for ordinary wear and tear covered by the limited warranty, Customer is responsible for all Hardware damaged, destroyed, lost or stolen while in Customer’s possession and shall be liable for the cost of repair or replacement of the Hardware and remain responsible for the Service Fee during any such repair or replacement period. (d) If Customer is not the owner of the property upon which Hardware and Software are to be installed, Customer shall obtain the written consent of the owner of the premises and/or property for Zonar personnel and/or its agents to enter the premises for the purposes of installing, maintaining and retrieving the same.

2. WIRELESS DATA POLICIES. (a) Customer understands and agrees that Customer has no contractual relationship with a wireless carrier and Customer is not a third-party beneficiary of any agreement between Zonar or a Zonar Agent and a wireless carrier. Customer understands and agrees that the underlying wireless carrier shall have no legal, equitable or other liability of any kind to Customer. (b) Subject to FCC Number portability rules, Customer has no property or other rights in any Number assigned to it and Customer understands that any such Number can be changed from time to time. (c) Customer agrees that Zonar and/or wireless carrier shall not be responsible for interruption of service for any reason or the inability to use the service caused by Force Majeure. (d) Customer understands and agrees that the liability and obligation of Zonar to Customer for services may be controlled and limited by a wireless carrier’s tariff, if any, and the laws, rules and regulations of the Federal Communications Commission and other United States or foreign governmental authorities which from time to time have jurisdiction. (e) In no event shall Zonar and/or wireless carrier be liable for the failure or incompatibility of any equipment utilized by Customer in connection with the Service.

3. EXPORT LICENSING. Licensee shall not use or otherwise export or re-export the Software Products or any underlying or information or technology except in full compliance with all United States and other applicable laws and regulations. In particular, but without limiting the generality of the foregoing, none of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iran, North Korea, Sudan, or Syria or any other country to which such export or re-export would be contrary to U.S. Department of Commerce Export Administration Regulations or (ii) to anyone on the U.S. Treasury Department’s list of Specially Designated nationals or the U.S. Commerce Department’s Denied Agreement, Licensee agrees to the foregoing and represents and warrants that Licensee is not located in, under control of, or a national or resident of any above-referenced country or list.

4. GOVERNMENT USER. (a) U.S. GOVERNMENT RIGHTS. If Licensee is an agency, department, or other entity of the United States Government, or funded in whole or in part by the United States Government, then use, duplication, reproduction, release, modification, disclosure or transfer of this commercial product and accompanying documentation, is restricted in accordance with the LIMITED or RESTRICTED rights as described in DFARS 225.227-7014(a)(1) (JUN 1995) (DOD commercial computer software definition), DFARS 227.7202-1 (DOD policy on commercial computer software), FAR 52.227-19 (JUN 1987) (commercial software clause for civilian agencies), DFARS 252.227-7015 (Nov 1995) (DOD technical data - commercial items clause); FAR 52.227-14 Alternates I, II, and III (JUN 1997) (civilians agency technical data and noncommercial computer software clause); and/or FAR 12.211 and FAR 12.212 (commercial item acquisitions), as applicable. In case of conflict between any of the FAR and DFARS provisions listed herein and this License, the construction that provides greater limitations on the Government’s rights shall control. For purpose of any public disclosure provision under any federal, state or local law, it is agreed that the Licensed Products are a trade secret and a proprietary commercial product and not subject to disclosure. (b) If Licensee is an agency, department, or other entity of any State government, the United States Government or any other public entity or funded in whole or in part by the United States Government, the licensor hereby agrees to protect the Software Products from public disclosure and to consider the software Products exempt from any statute, law regulation, or code, including any Sunshine Act, Public Records Act, Freedom of Information Act, or equivalent, which permits public access and/or reproduction or use of the Software Products. If for any reason, the Licensee is unable to comply with this section, or if a court of competent jurisdiction determines that this clause is void and unenforceable, in whole or in part, for any reason, this License shall be considered terminated and null and void, in its entirety and any and all copies of the Software Products shall be immediately destroyed.

5. INJUNCTIVE RELIEF. Customer acknowledges that copying or unauthorized use of the software or other violations of the terms of this agreement would irreparably injure Zonar, which injury could not be adequately compensated for by money damages. Customer agrees that Zonar may seek and obtain injunctive relief for breach or threatened breach of any provision of this agreement, in addition to, and not in limitation of other legal remedies.

6. ELECTRONIC SIGNATURES FOR ZONAR’S EVIR SYSTEM. Customer acknowledges that implementing a federally compliant electronic inspection system requires adherence to standards for electronic signatures. It is Customer’s responsibility to understand and comply with those requirements. Zonar recommendations for using Zonar’s EVIR system can be found in Exhibit C, which if not attached is available upon request.
7. SCHOOL DISTRICT ACKNOWLEDGMENT & PERMISSION FOR STUDENT BUS RIDERSHIP TRACKING (Z PASS SPECIFIC TERMS OF USE FOR SCHOOLS):

The school district identified on the first page of the agreement (the "District") acknowledges and agrees to the following:

- The District is subject to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), a federal law that protects the privacy of student education records ("FERPA").
- The District collects, uses, maintains, and discloses student education records, including school bus usage and location data ("FERPA Data") in accordance with FERPA.
- The District has outsourced certain services/functions with regard to FERPA Data that would otherwise be performed by District personnel to Zonar: collecting and tracking school bus usage and location FERPA Data regarding students and disclosing that FERPA Data to a student's parent or guardian upon request (collectively, the "Function").
- Zonar's privacy policy is consistent with the District's own policies for protection of FERPA Data.

Zonar Systems, Inc. ("Zonar") acknowledges and agrees to the following:

- Zonar is acting as a contractor to the District in performing the Function, either directly, under the terms of a contract between the District and Zonar, or indirectly, through another District contractor such as a school bus contractor.
- Zonar's maintenance, use, and disclosure of FERPA Data which it collects or has access to is performed in accordance with Zonar's Privacy Policy.
- Zonar uses reasonable methods to ensure that only individuals with a legitimate educational interest (as to a particular student, such individuals include that student, that student's parent/guardian, and the District (collectively, "Permitted Recipients")) have access to that student's FERPA Data in Zonar's possession or control.
- Zonar uses reasonable methods to ensure that no third parties, with the limited exception of third parties expressly authorized by a student's parent/guardian (each an "Authorized Third-Party Recipient"), have access to that student's FERPA Data in Zonar's possession or control.

THEREFORE, the District hereby grants Zonar express permission, in accordance with the above, to collect, access, use, and disclose to Permitted Recipients and Authorized Third-Party Recipients, the FERPA Data described above.
Navigation App

ALK CoPilot Software

Please note that these terms are controlled solely by ALK, and Zonar has no ability to negotiate these terms. From time to time ALK may change these terms. The most current version of the ALK EULA can be found at: http://www.copilotlive.com/us/eula.asp
ID Issuance and Use Procedures for Electronic Signatures in the Zonar Commercial Vehicle Safety Inspection System

Introduction

This document outlines policies and practices recommended by Zonar Systems to its Customers, for issuance and use of Zonar ID Cards and UserIDs to electronically sign commercial vehicle inspection and repair records in the Zonar EVIR™ System. Zonar recommends that its Customers consistently follow careful procedures in the issuance and use of ID Cards and UserIDs that create electronic signatures on vehicle inspection records and repair certifications, in order to enhance the accuracy of those records and the accountability of Drivers and Motor Carriers for the records they create.

Under the federal law, an “electronic signature” is “an electronic sound, symbol, or process, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.” The Zonar EVIR™ System associates a unique Driver ID number or UserID with each record created or modified in the Zonar EVIR™ System, thereby allowing system users to electronically sign inspection and repair records.

2. The Electronic Signature Process in the Zonar System.

The Zonar EVIR™ System provides a process to accomplish the three signature steps necessary for complete management of vehicle inspection and repair records under the requirements of FMCSA regulations (CFR 395.11 and 396.13). The Driver electronically signs each inspection record, the Motor Carrier or its agent (the “Certifier”) electronically signs a repair certification, and the Driver signs an acknowledgement of the review of the repair certification.

The EVIR™ system uses two types of identity credentials to electronically sign records. All Drivers use a Driver ID Card to uniquely identify themselves in the system. All Certifiers use a UserID, in the form of a unique login name protected by a secret password.

Each Driver receives a Driver ID card containing a data chip that stores a unique ID number for the individual Driver to whom the card is issued. Whenever a Driver uses the Zonar EVIR™ System to conduct a vehicle inspection, the Zonar Handheld Device (the “Device”) reads the Driver ID card to login the Driver to the Device, to create an inspection record. The Device automatically stores the Driver’s unique ID number with each record created by the Driver.

When the Driver has used the Device to complete all required actions for an inspection report, the Device will ask the Driver to certify as follows: “I certify the report submitted is true and accurate.” The Driver provides his/her signature on the certification by using the Device’s “Yes” command, and the Device stores all inspection data inputted by the Driver as a completed non-alterable inspection record, including the Driver’s unique ID number. The complete, electronically-signed inspection record is then ready for upload from the Device to the Zonar computer-based record management system (part of the EVIR™ System).

Whenever a Driver creates a record that lists a defect or deficiency that would affect the safety of operation of the vehicle or result in its mechanical breakdown, the record is then accessed by the Certifier who is responsible for assuring that proper corrective action is taken on behalf of the Motor Carrier. Once corrective action is completed, the Certifier accesses the database portion of the Zonar EVIR™ System using a unique login name that serves as a UserID for signing the certification record. The Certifier must enter the login name, and an associated secret password created by the Certifier, to enter the system and make a repair certification. Privileges associated with a UserID may include the ability to enter a repair certification, but do not allow the Certifier to modify any of the content of the original inspection record submitted by the Driver. After accessing a repair record, the Certifier’s name is automatically entered in a non-editable field in the "Corrective Action" section of the record, so that it cannot be modified. The Certifier then certifies either “Above defects corrected” or “Above defects need not be corrected for safe operation of the vehicle” (other repair notes may be entered by the Certifier, as well as additional comments regarding the corrective action. The entries mentioned here are those that constitute a completed repair certification under CFR 396.130). The repair certification is stored as a permanent, non-alterable record containing the name of the Certifier.

Using the EVIR™ Handheld Device, the Driver reviews the last vehicle inspection record together with the repair certification. Whenever a Driver conducts a vehicle inspection on a vehicle for which the last inspection noted a defect or deficiency, the EVIR™ Device will ask the Driver for an acknowledgement that, “I have reviewed the previous report and accept the certification of repairs.” If the Driver provides this acknowledgement, using the “Yes” command on the EVIR™ Device, the record of the acknowledgement is stored in the “Corrective Action” section of the last inspection report, including an electronic signature by the Driver using the unique ID number from the Driver’s ID card.

3. Recommended ID Issuance Processes

Driver ID cards and UserIDs are issued to individual Drivers and Certifiers by the Zonar Customer that owns, operates or is otherwise responsible for assuring proper inspections and repairs for commercial vehicles managed with the Zonar EVIR™ System. The Customer is responsible for assuring that each Driver ID card is issued to the Driver assigned to the card (i.e., that the ID card holding the unique ID number assigned to a particular Driver is received and used only by that designated Driver). Each Driver ID card is imprinted with the Zonar ID card number that is embedded in the data chip contained in the card. Likewise, the Customer is responsible for assuring that each UserID is issued to the Certifier whose name is associated with that UserID. Zonar recommends the following issuance process to its Customers:

- Upon or before delivery of an ID Card to a Driver, Customer assigns the ID Card to the Driver by entering into the Zonar EVIR™ System the name of the Driver and the ID card number.

- Upon delivery of the Driver ID card to the Driver, each Driver signs a Zonar ID Card User Agreement (see attached agreement). The Customer can deliver the ID Card and the User Agreement to the Driver together, so that both the Driver and the Customer can confirm that the Driver has received the ID Card with the ID Card number assigned to that Driver.
- The Customer or the Driver can print the Driver's name in ink on the ID Card at the time of issuance.
- The Customer assigns a login name and temporary password to each Certifier. Upon receipt of this login information, the Certifier signs a UserID agreement (see attached agreement). The Certifier is instructed, and agrees under the terms of the UserID agreement, to change the temporary password to a secret password of the Certifier's own choosing, prior to creating any repair certification records in the Zonar EVIR™ System.
- Customer should provide a copy of the User Agreement for the Driver or Certifier to retain in his or her own records.

4. **ID User Agreements**

   ID user agreements with the Zonar system are designed to inform Drivers and Certifiers of the responsibilities surrounding use of the ID Card or UserID as a signature tool in the Zonar EVIR™ System. The agreements also help Customers establish procedures for careful control of the IDs used for signature processes in the Zonar system.

   The ID Card User Agreement records the Driver Name, Driver CDL Number, Driver ID Card Number, ID Card Issuer and Phone, and Date of Issuance for each ID Card issued to a Driver. The UserID agreement records similar information for each Certifier. Each agreement also contains a list of acknowledgments and responsibilities undertaken by each Driver or Certifier in using ID Card or UserID. The Customer maintains in its records the signed User Agreements for all Drivers and Certifiers to whom IDs are issued.

   Zonar recommends that the Customer provide a copy of the User agreement to each Driver or Certifier at the time of issuance of the ID Card or UserID. This provides the Driver or Certifier with a record of the responsibilities associated with use of the ID, and contact information to assist the Driver or Certifier in obtaining revocation of the ID if it is lost or stolen.

5. **ID Revocation Procedure**

   Customers should appoint a person or persons authorized to receive ID Card or UserID revocation requests, to handle revocation of IDs in the Zonar EVIR™ System, and to issue new IDs to Drivers and Certifiers, if necessary, after revocation of an old ID. Often, it is expected that this person will be the same person who handles the original issuance of the ID Card or UserID. Enabling prompt revocation and reissuance of IDs will help to assure that Drivers and Certifiers can carry out their responsibilities under the User Agreements.

   Contact information for the person(s) handling this role may be included in the User Agreement, but Customers may also communicate this information through other normal channels, such as Human Resources, Zonar system administrator(s), or other persons with whom Drivers and Certifiers regularly have contact in connection with their use of the Zonar EVIR™ System.

   Customers should also revoke ID Cards and UserIDs upon termination of a Driver's or Certifier's contractual or employment relationship with the Customer. Revocation of the ID Card Number or UserID (login name) from the Zonar EVIR™ System prevents any further use of the terminated Driver's or Certifier's ID for signatures on inspection or repair records, while preserving those records created by the Driver or Certifier that already exist in the system.

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Zonar EVIR™ Safety Inspection System
ID Card User Agreement

Driver Name: ________________________________

Driver CDL Number: __________________________

Zonar ID Card Number: ________________________

ID Card Issuer: ______________________________

Issuer Contact Person: _________________________ Issuer Phone: ____________________

Date of Issuance: _____________________________

Driver understands, acknowledges and agrees to the following representations and responsibilities to the ID Card Issuer in connection with the Driver's use of the Zonar ID Card:

1. Driver has received the ID Card with the ID Card Number listed above.

2. Driver will use the ID Card for the sole purpose of electronically identifying the Driver as the person conducting vehicle inspections using the Zonar System.

3. Each use of Driver's ID Card to create an inspection record in the Zonar system constitutes an electronic signature by the Driver certifying that:
   • the information contained in the inspection record is true and accurate; and
   • the Driver has created and signed the vehicle safety inspection record in accordance with Federal Motor Carrier Safety Administration regulations CFR 396.11 and 396.13 and other applicable federal and state regulations, and in accordance with all other policies and procedures required by the ID Card Issuer.

4. Driver is responsible for the content of all inspection records created in the Zonar system using the Driver's ID Card. Driver shall keep the ID Card within Driver's sole possession and control, and shall not allow any other person to conduct vehicle inspections using the ID Card. If Driver suspects or discovers that Driver's ID Card has been used by another person to create an inspection record in the Zonar system, Driver shall immediately notify the ID Card Issuer.

5. If Driver suspects or discovers that the ID Card has been lost or stolen, Driver shall immediately notify the ID Card Issuer so that the ID Card can be revoked and a new ID Card issued to Driver.

6. Driver has received a copy of this agreement to retain in Driver's own records.

Driver: ________________________________ Date: ________________________________

Signature
AGENDA ITEM: *Recommendation to Approve the License Agreement with Global Spectrum-University of Phoenix Stadium for Willow Canyon High School Prom 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: $6,500 Funding Source: Student Activity Funds

EXECUTIVE SUMMARY:

Administration recommends the Governing Board approve the license agreement with Global Spectrum-University of Phoenix Stadium for facility use for the Willow Canyon High School prom.

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 Global Spectrum-University of Phoenix Stadium for Willow Canyon High School prom 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: 4
LICENSE AGREEMENT #8093 (REVISED)

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into this [___] day of [______], 2014, by and between GLOBAL SPECTRUM, L.P., a Delaware Limited Partnership, on behalf of the Arizona Sports and Tourism Authority, having its principal office at 1 Cardinals Drive, Glendale Arizona 85305 (hereinafter "Licensor"), and Willow Canyon High School, a corporation having its principal office at 17901 W. Lundborg St. Surprise, AZ 85388 (hereinafter "Licensee").

INTENDING TO BE LEGALLY BOUND, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of License; Premises. Subject to the terms and conditions herein set forth, Licensor hereby grants to Licensee the right and license to use the room/space described on Exhibit A, located within the University of Phoenix Stadium (the "Premises") for the limited purpose of holding the event described on Exhibit A (the "Event"), and for any other purpose. [The Event is by "invitation only" and will not be open to the public.]

2. Scheduling; Term.
   A. Scheduling. Licensee has provided dates for the Event that presently are NOT in conflict with the HISTORIC AND KNOWN SCHEDULING PRACTICES of the Arizona Cardinals Football Club ("Cardinals") and the NFL. However, as the primary tenant of the University of Phoenix Stadium the Cardinals do have priority for dates if the NFL decides to change its scheduling practices during the term of this agreement. Therefore, Licensee acknowledges that scheduling priority shall be given to the Cardinals football club for the playing of its home games. Notwithstanding anything to the contrary set forth in this Agreement, in the event of any scheduling conflict that arises between the Event and Cardinals games, Licensor shall have the right, without incurring liability, to preempt or cancel the Event(s) in favor of such other activity by providing written notice to Licensee. Licensor shall incur no liability whatsoever in connection with such pre-emption or cancellation, including without limitation liability for damages, lost profits, or costs suffered or incurred by Licensee or any third party as a result of such pre-emption or cancellation, except that Licensor shall return to Licensee any deposit paid to Licensor. Licensee and Licensor shall each use best efforts to reschedule the Event on another date(s) when the Stadium is available.

   B. Term. Unless this License Agreement (the "Agreement") is earlier terminated pursuant to the provisions hereof, Licensor grants to Licensee the right to use the Premises for the Event on the date(s) and time(s) set forth on Exhibit A (the "Term"). The Term may not be extended by Licensee without obtaining Licensor’s prior written permission (which permission may be withheld in Licensor’s sole discretion), provided that Licensee shall pay any additional fees and costs required by Licensor in connection therewith.

3. Duties. Licensor shall, at the sole cost and expense of Licensee, provide (or cause to be provided) personnel necessary to set-up and take-down the Event, security personnel and other necessary support services customarily provided by Licensor for a like event, and additional items, equipment, personnel and services which Licensee requests to be provided in connection with the Event and which Licensor is reasonably able to provide, such as personnel necessary for production requirements, catering, and lighting and/or sound equipment, all of which shall be subject to the approval of Licensor. In the event Licensee intends or desires to serve any food or beverages at the Event, Licensee shall purchase, at an additional charge, its requirements directly from Licensor’s concessionaire (and from no other party).

4. Non-Refundable Deposit. A non-refundable deposit in the amount set forth on Exhibit A is due and payable to Licensor upon execution of this Agreement. Such deposit shall be credited to the rental fee described below. Licensee shall not be entitled to the payment of any interest whatsoever on the deposit paid to Licensor. This deposit is non-refundable without regard to whether Licensee makes use of the Premises for all, none or part of the Event.

5. Fees. In consideration of the license granted hereunder, Licensee agrees to pay as rental for use of the Premises the sum set forth on Exhibit A as the rental fee, plus reimbursement for all costs incurred by Licensor in connection with Licensee’s use of the Premises, including, without limitation, costs incurred for the provision of the items, services and personnel described in Section 3 above. The rental and all other costs of Licensor, as such costs are estimated by Licensor in its reasonable discretion, shall be paid by Licensee prior to the Event, by no later
than the date set forth on Exhibit A. Following the Event, Licensor shall determine its actual costs incurred in connection with Licensee's use of the Premises. In the event such actual costs are less than the estimated costs paid by Licensee, Licensor shall promptly reimburse Licensee the difference between such amounts, and if such actual costs are greater than the estimated costs paid by Licensee, Licensor shall promptly pay Licensor the difference between such amounts. In the event Licensee fails to remit payment when due of any amounts due, interest shall accrue on such overdue amounts at the rate of 1 1/2% per month (16% per annum), or the maximum rate permitted by law, whichever is less. The form of payment shall be money order, wire transfer, or certified check, unless agreed to otherwise by Licensor.

6. Marketing and Advertising:
   A. (1) Advertisements, if any, for the Event shall be developed by Licensee (including, but not limited to, all advertising material, promotions material, press releases, posters, flyers and handbills) and shall be produced at the sole cost and expense of Licensee.
      (2) Without the prior written approval of Licensor, which approval shall not be unreasonably withheld or delayed, Licensee shall not in any manner transmit, record or videotape or otherwise reproduce or disseminate any part of, or a description of any part of, the Event (including, but not limited to, radio, television, cable television, commercial television, closed circuit television and/or pay television, video disc or phonograph recording).
      (3) Without the prior written approval of Licensor, which approval may be withheld in Licensor's sole discretion, Licensee shall not permit any Event related banner, signage, advertisement or promotional announcement to be posted or made within or outside the Stadium grounds. At no time should any banner, signage, advertisement or promotional announcement conflict with any exclusive sponsor of the Arizona Cardinals Football Club.
      (4) Licensee shall make mention of the name of the Premises as the site of the Event in connection with any advertising or promotion thereof. All promotional materials shall contain the standard University of Phoenix Stadium (or official name of stadium at time of Event) logo. However, Licensor must approve all such uses of the Premises name and any images or likenesses of the Premises prior to dissemination of any promotional materials, which approval shall not be unreasonably withheld or delayed.
      (5) All advertisements for the Event presented pursuant to the provisions of this Agreement (including but not limited to, all advertising, publicity material, promotions material, press releases, posters, flyers, handbills and radio and television commercials) shall be submitted by Licensee to Licensor for its prior approval before use.

7. Licenses; Permits; Waivers. Licensee shall secure in advance, prior to commencement of the Term, all licenses, permits and approvals that may be required in connection with the use of the Premises for the Event, including, without limitation, those required by ordinances, rules and/or regulations of governmental authorities. Licensee shall do all other acts necessary to comply with all laws and requirements of all public authorities and all rules and regulations of Licensor in connection with the presentation of the Event.

8. Insurance.
   A. Coverage. Licensee shall obtain, at its own cost and expense, with insurance companies currently rated A-XII or better by Best's Key Rating Guide, commercial general liability insurance in the name of Licensee that names Global Spectrum, L.P. as a named insured, and which insures all operations of Licensee contemplated by this Agreement and the contractual assumption of liability reflected by this Agreement. Such insurance shall be written with a limit of at least One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury, property damage and personal injury. Licensee shall also maintain, at its own cost and expense, with insurance companies currently rated A-XII or better by Best's Key Rating Guide, commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles, in the minimum amount of Five Hundred Thousand Dollars ($500,000) per accident (Pl and PD combined single limit). Licensee shall cause such commercial general liability insurance to include the Arizona Sports and Tourism Authority ("AZSTA") as additional insured.

University of Phoenix Stadium License Agreement - Willow Canyon High School Prom April 26, 2014(REV)
B. Workers' Compensation Coverage. Licensee shall also maintain, at its own cost and expense, workers' compensation insurance in respect of all employees and any borrowed, leased or other person to whom such compensation may be payable by Licensee.

C. Excess Liability Coverage. Licensee shall also obtain, at its own cost and expense, with insurance companies currently rated AXII or better by Best's Key Rating Guide, excess liability insurance, in umbrella form, with a limit of at least Five Million Dollars ($5,000,000) per occurrence and aggregate.

D. Certificates. Certificates evidencing insurance required pursuant to this Section 7 shall be provided to Licensor not less than thirty (30) days prior to commencement of the Term. The policies shall also provide, and the certificate shall so note, that the coverages may not be canceled or that a major change in coverage may not be implemented without at least thirty (30) days' prior written notice given to Licensor.

E. Right of Termination. LICENSOR SHALL HAVE THE ABSOLUTE RIGHT TO TERMINATE THIS AGREEMENT AND RETAIN THE DEPOSIT UPON WRITTEN NOTICE TO LICENSEE IF LICENSEE DOES NOT DELIVER TO LICENSOR THE CERTIFICATE OR CERTIFICATES OF INSURANCE REQUIRED HEREOFUNDER. IN THE EVENT OF SUCH TERMINATION BY LICENSOR, THERE SHALL BE NO FURTHER LIABILITY OF ANY KIND OR NATURE WHATSOEVER BY LICENSOR TO LICENSEE.

9. Indemnity; Release of Liability.

A. Indemnification. Licensee hereby agrees to indemnify, defend, save and hold harmless Licensor and AZSTA, and any other present or future lender providing financing to AZSTA in connection with the construction or operation or the Premises, and their respective officers, directors, agents, successors and assigns from and against any and all claims, suits, losses, injuries, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees, expert witness fees, litigation related expenses, court or other costs and costs of investigation (whether or not litigation occurs and whether taxable or not) ("Claims or Costs") incurred in connection therewith, occasioned in connection with, arising or alleged to arise from, wholly or in part, (i) any breach of this Agreement by Licensee, (ii) the exercise by Licensee of the privileges herein granted or the provision by Licensor of materials, equipment or services, (iii) the acts or omissions, or violation of any applicable law, rule, regulation or order, of or by Licensee or any of its agents, owners, officers, directors, members, managers, representatives, contractors, exhibitors, employees, servants, guests, invitees, persons assisting Licensee (whether on a paid or voluntary basis) or any person admitted to the Premises by Licensee, during the Term or any other time while the Premises (or any part thereof) is used by or is under the control of Licensee and/or (iv) any injury to or death of any person and any damage to or destruction of property arising from Licensee's use of the Premises hereunder. It is further the intent of this Agreement that this indemnity provision shall apply to any claims made by employees of Licensee against Licensor, and this Agreement is deemed a written agreement for indemnity under the Arizona Workers' Compensation laws.

B. Condition of Premises. Licensor makes no warranty or representation to Licensee of any kind (express or implied) regarding the suitability of or compliance with applicable laws by the Premises, or any portion thereof, as built, for any aspect of the use Licensee expects or intends to make of the Premises. Accordingly, Licensee acknowledges and agrees that it has made an adequate investigation and inspection of the Premises and of the Premises for Licensee's proposed use and is satisfied with the condition, fitness and order thereof. Licensee further agrees that the Premises shall be delivered by Licensor to Licensee "AS IS," "WHERE IS" and "WITH ANY AND ALL FAULTS" and without warranty, express or implied, as to the merchantability or fitness for the use thereof for any particular purpose. Licensee hereby waives any claims against Licensor and AZSTA for defects in the Premises, including latent defects. Commencement of the use of the Premises by Licensee shall be conclusive that the Premises was in good repair and satisfactory condition, fitness and order when such use commenced.

C. Risk of Loss. Neither Licensor nor AZSTA nor any of their respective officers, partners, employees or agents shall be responsible or liable for any injury or death to person or loss or damage to property sustained by Licensee, its employees or agents or any other person claiming through Licensee resulting from any condition, accident or occurrence in or upon the Premises. Licensee acknowledges and agrees that all of its property or property of others in or on the Premises shall be used and/or stored in the Premises at the sole risk of Licensee, and Licensee hereby waives and releases Licensor and AZSTA from any and all Claims or Costs related thereto to the fullest extent permitted by law.
D. **Survival.** The provisions of this Section 9 shall survive any expiration or termination of this Agreement.

10. **Compliance With Laws and Rules of the Premises.**
   
   A. **Legal Compliance.** Licensee shall fully abide by, conform to and comply with, and shall cause every person under its direction or control who is connected with the performance of any aspect of this Agreement to fully abide by, conform to and comply with all applicable laws, rules, regulations and ordinances of the United States of America, the State of Arizona, the City of Glendale, and their respective agencies, as well as all rules and regulations of Licensor for the use, occupancy and operation of the Premises.
   
   B. **Morals Clause.** Licensee shall not use or attempt to use any part of the Premises for any use or proposed use which would be contrary to law, common decency or good morals or otherwise improper or detrimental to the reputation of Licensor.

11. **Use of the Premises.**
   
   A. **Limitations on Use.** Licensee shall not, without Licensor’s prior written consent, sell or bring into the Premises and equipment, food or beverages or any other items, or engage in any commercial or fund raising activity on or about the Premises.
   
   B. **Return of Premises.** Licensee agrees not to do any act or suffer any act to be done during the Term of this Agreement which shall mar, deface or injure any part of the Premises. Upon expiration of the Term, Licensee shall deliver up to Licensor the Premises in as good condition and repair and in the condition received at the beginning of the Term, excepting usual wear and tear. If it becomes necessary to change, alter or rearrange any equipment on the Premises, Licensee shall so notify Licensor and obtain Licensor’s consent thereto, and Licensee shall return and restore such equipment to its original place and condition, or repair the same if necessary, and Licensee shall have the right to approve, which approval shall not be unreasonably withheld, any restoration and repairs made by Licensee once completed. All such alterations and changes shall be performed at Licensee’s expense.
   
   C. **No Combustibles.** Licensee understands that approval from the Fire Marshall’s Office and a permit from the Department of Licenses and Inspections must be obtained before bringing into the Premises explosives, gasoline, kerosene, acetylene or other fuel or combustibles. Such a permit shall be submitted for review to Licensor upon receipt and prior to the commencement of the Term.
   
   D. **Duty of Care.** Licensee shall use the Premises in a safe and careful manner.
   
   E. **Licensor Access and Control.** Licensee shall, and shall cause its employees and agents to, follow any and all reasonable instructions of Licensor’s representative during the Term. The use of the Premises shall be coordinated with a designated representative of Licensor, who shall have the right to be present at and supervise Licensee’s activities at the Premises in connection herewith. In licensing the use of the Premises to Licensee, it is understood that Licensor does not relinquish the right to control the management thereof and to enforce all necessary rules and regulations. Licensor shall at all times have the right to limit the number of people attending the Event, for the purpose of ensuring the safety of people and property at the Premises. If, in the sole judgment of Licensor, Licensee’s or its guests’ or invitees’ use of the Premises at any time poses a danger to the safety of any other user of the Premises, security personnel or Licensor’s employees, or a risk of damage to Licensor’s property, Licensor reserves the right to eject from the Premises any person making use of the Premises through or in association with Licensee or any spectator(s) with Licensee’s group, to restrict Licensee’s activities on the Premises, to cancel any period of Licensee’s use of any portion of the Premises or to terminate this Agreement in its entirety. Any such action by Licensor shall not be deemed to be a breach of this Agreement, and Licensor shall not be liable for damages for such an action. Licensor’s reservation of rights in this Section shall not in any way relieve or limit Licensee’s waiver of claims or duty to indemnify Licensor pursuant to this Agreement.

12. **Termination.** If Licensee at any time fails to comply with any of the terms and conditions of this Agreement (including without limitation failure by Licensee to make full payment of the amounts due hereunder by the date on which such payments are due, or failure to deliver to Licensor the certificate(s) of insurance required hereunder when such certificate(s) are due), Licensor reserves the right to terminate this Agreement and to retain as damages any fees paid by Licensee under this Agreement (including the deposit), without prejudice to any other legal rights or remedies Licensor may have.
13. **Force Majeure.** Should Licensee be unable to take possession of the Premises or present the Event due to an Event of Force Majeure, neither Licensor nor Licensee shall have any liability under the Agreement and Licensee, as its sole remedy and relief, shall receive a refund of any uncommitted or cancelable advance payments less any expenses incurred by Licensor in preparing for the Event. The term “Event of Force Majeure” shall mean any and all acts of God, strikes, lock-outs, other industrial disturbances, acts of the public enemy, laws, rules and regulations of governmental or quasi-governmental entities, wars or warlike action (whether actual, impending, or expected and whether de jure or de facto), arrest or other restraint of government (civil or military), blockades, insurrections, riots, vandalism, terrorism, epidemics, lightning, earthquakes, hurricanes, storms, floods, washouts, fire or other casualty, civil disturbances, explosions, breakage or accidents to equipment or machinery, threats of bombs or similar interruptions, confiscation or seizure by any government or public authority, nuclear reaction, radioactive contamination, accidents, or any other causes, whether of the kind herein enumerated or otherwise that are not expenses incurred by Licensor in preparing for the Event. The term acts of God, strikes, lock-outs, other industrial disturbances, acts of the public enemy, laws, rules and regulations of an Event of Force Majeure, neither Licensor nor Licensee shall have any liability under the Agreement and Licensee, governmental or quasi-governmental entities, wars or warlike action (whether actual, impending, or expected and as its sole remedy and

14. **Miscellaneous.**

A. **Entire Agreement; Amendments; Governing Law.** This Agreement, including Exhibit A which is incorporated herein and made a part hereof, represents the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior understandings, written or oral, among the parties hereto. This Agreement may only be modified or amended by a subsequent written agreement signed by an authorized representative of Licensor and by Licensee. This Agreement shall be governed by the laws of the State of Arizona applicable to contracts made and to be performed in the State of Arizona, without regard to conflicts of laws principles.

B. **Notices.** Notices by Licensor and Licensee to each other shall be deemed duly given if (i) delivered personally with a signed receipt evidencing such delivery, (ii) transmitted by telecopier with confirmation of transmission, (iii) mailed by certified mail, return receipt requested, postage prepaid, or (iii) delivered by duly recognized air courier service to the addresses indicated in the opening paragraph hereof. All notices sent to Licensor shall be sent to the attention of General Manager and General Counsel.

C. **Assignment.** This Agreement shall not be assigned nor shall Licensee’s right to use the Premises be sublicensed by Licensee without the prior written consent of Licensor in each instance, which may be withheld in Licensor’s sole discretion. Licensor may assign this Agreement at any time to any party including, without limitation, any successor owner or operator of the Premises.

D. **No Agency.** The relationship between Licensor and Licensee is that of independent contractors and not agents or employees. Under no circumstances shall this license be considered a contract of partnership or joint venture. Neither party shall be liable for any of the debts, accounts, obligations or other liabilities of the other party, its agents or employees, and neither party shall have any authority to obligate or bind the other party in any manner except as may be expressly provided herein.

E. **Waivers.** No waiver shall be effective unless in writing and executed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver in respect of any subsequent breach or default, whether of similar or dissimilar nature, unless expressly so stated in writing.

F. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

G. **Headings.** Any headings preceding the text of the several sections, paragraphs or subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

H. **Central Withholding Agreement.** Licensee acknowledges that, in the event Licensor believes, in its sole discretion, that any of the artist(s) or performer(s) that are the subject of the Event may be “non-resident aliens” (as defined in Section 7701(b)(1)(B) of the United States Internal Revenue Code (“IRC”)), then Licensor shall have the right, notwithstanding any provision of this Agreement to the contrary, to withhold up to thirty percent (30%) of any amounts owed by Licensor to Licensee hereunder, for purposes of remitting such amounts to the United States...
Treasury in compliance with IRC Section 1441; provided, however, Licensor shall not withhold any amounts in the event either (i) Licensee provides to Licensor prior to the event a written certification, in a form acceptable to Licensor in its sole discretion, that there are no "non-resident aliens" (as defined under IRC) performing at the Event, and Licensor had no reasonable basis to believe otherwise, or (ii) such artist(s) or performer(s) have, prior to the Event, entered into a Central Withholding Agreement ("CWA") with the IRS and a withholding agent, and Licensor had been provided with a copy of the CWA prior to the Event.

I. Subordination. The provisions of this Agreement and Licensee’s right to use the Premises hereunder are subject and subordinate to the terms and conditions of any lease, license, agreement or any other encumbrance under which Licensor may be operating the Premises.

J. ADA Compliance. Licensee recognizes that it is subject to the provisions of Title III of the Americans With Disabilities Act, as amended, and all similar applicable state and local laws (collectively, the "ADA"). Licensee represents that it has viewed or otherwise apprised itself of the access into the Facility, together with the common areas inside, and accepts such access, common areas, and other conditions of the Facility as adequate for Licensee’s responsibilities under the ADA. Insofar as Licensee (or Licensor on Licensee’s behalf) modifies, rearranges or sets up in the Facility in order to accommodate the Event, Licensee shall be responsible for ensuring that the Facility (as so modified, rearranged or set up) complies at all times and in all respects with the ADA, including accessibility, usability, and configuration. Licensee shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices, and procedures it applies in connection with an Event are in compliance with the ADA. If Licensor provides any auxiliary aids (such as interpreters or other hearing or visual aids), Licensee shall reimburse Licensor for the expense thereof.
This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Agreement may be executed by the parties and transmitted by facsimile or electronically, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement by their authorized representatives on the date set forth below.

LICENSOR:

GLOBAL SPECTRUM, L.P., on behalf of the Arizona Sports and Tourism Authority

By: ________________________________
Name: Peter C. Sullivan
Title: General Manager
Date: ______________________________

By: ________________________________
Name: Melissa Wasson, CPA
Title: Assistant General Manager
Date: ______________________________

LICENSEE:

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

#8093 (REV)

**NAME/ADDRESS OF LICENSEE:** Willow Canyon High School Prom  
Contact Person: Ms. Janelle Pritts  
17901 W. Lundberg St., Surprise, AZ 85388  
Phone: (602) 326-3566  
E-mail address: Janelle.pritts@dysart.org

**LICENSED SPACE:** North Terrace

**ROOM CONFIGURATION:**

**PURPOSE OF RENTAL:** Prom

**PERIOD OF USE:**

<table>
<thead>
<tr>
<th>DAY</th>
<th>DATE</th>
<th>ACTIVITY</th>
<th>START</th>
<th>END</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saturday</td>
<td>April 26, 2014</td>
<td>Event</td>
<td>4:00 pm</td>
<td>11:59 pm</td>
</tr>
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</table>

**EXPECTED ATTENDANCE:** 350 - 400

**1st DEPOSIT:** Five Hundred Dollars ($500.00) plus a credit card (for file) for any additional expenses, see attached credit card authorization form.

**2nd DEPOSIT:** Two Thousand Dollars ($2,000.00)

**RENTAL FEE:** Six Thousand Five Hundred Dollars ($6,500.00) plus reimbursement of all expenses, as set forth in Section 5 and below.

**NOTE:** Client must spend a minimum of Five Thousand ($5,000.00) in Catering before taxes

The rental fee includes move in, move out, set-up, tear down, cleaning, tables/chairs, general security/event staffing, and two uniformed police officers.

**OTHER COSTS:** FOOD/BEVERAGE

Licensee agrees to use our exclusive food/beverage provider, Rojo Hospitality, for all catering and concessions. Licensee will sign a separate contract with Rojo Hospitality for the food/beverage portion of the event and will be responsible for all associated expenses.

**ELECTRICAL**

Licensee agrees to additional fees for electrical needs associated with the event and to place all orders through the Global Spectrum Event Operations Department if needed.

**TELECOMMUNICATIONS**

Licensee agrees to additional fees for telecommunications/internet needs associated with the event, if needed.

**AUDIO-VISUAL**

If Licensee chooses to, Licensor will provide audio-visual equipment and labor for the event for additional fees. Licensee’s needs can be communicated to the
Event Manager assigned to the event. The Event Manager will provide a quote to the Licensee prior to the event to sign off on.

**STADIUM TOURS**
Licensee agrees to pay a fee of Fifty Dollars ($50.00) per tour guide, (Global Spectrum staffs one guide per group of 30), and Five Dollars ($5.00) per person for private, group tours if Licensee opts to offer this service. Tours must be arranged in advance and final guarantee must be made three business days prior to the event to the Global Spectrum Event Coordinator assigned to the event.

**OTHER**
Licensee agrees to pay an additional cost for any equipment (tables, chairs, audio-visual, etc.) listed in excess of what is listed above at the prevailing rate.

Any equipment and/or services added to this event after the contract is signed will be presented to the Licensee by the Global Spectrum Event Manager for review and signature.

**PAYMENT TERMS:**
Per Section 4, the first deposit is due upon contract signing. The signed contract and deposit are due no later than **Monday, October 21, 2013**. The second deposit of **$2,000.00 will be due on Tuesday, February 18, 2014**.

Final payment is due on the business day after Licensee’s receipt of Licensor’s settlement statement. If Licensor’s actual expenses are determined to be less than the estimated expenses previously paid by Licensee, Licensor will promptly refund to Licensee any overage.

Licensee’s Initials

______________________
AGENDA ITEM: *Recommendation for Approval to Award COBRA Administration to Sterling Health Services for the 2014-2015 School Year

EXECUTIVE SUMMARY:

On April 2, 2014, the Governing Board approved the recommendation for Award of Employee Group Insurance for the 2014-2015 school year. The vendor for the COBRA Administration was incorrectly listed. The correct vendor for the COBRA Administration, as part of Contract No. 15-4603-003 Employee Group Insurance, is Sterling Health Services.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve award of COBRA Administration to Sterling Health Services for the 2014-2015 school year.

SUBMITTED BY: [Signature]

SUPERINTENDENT: [Signature]

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

Action/Consent X Action/Discussion Information Supporting Data X

Cost: ___________________________ Funding Source: Grants, IDEA

EXECUTIVE SUMMARY:

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

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve personnel actions for April 2, 2014 through April 16, 2014 as presented.

SUBMITTED BY: ___________________ SUPERINTENDENT: ___________________

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

**ADMINISTRATIVE STAFF**

<table>
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<tr>
<th>NAME</th>
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<tbody>
<tr>
<td>Kennedy, Amy</td>
<td>New Century Learning Coordinator 2014-2015 School Year</td>
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**CLASSIFIED STAFF**

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<tbody>
<tr>
<td>De La Torre, Cathleen</td>
<td>Instructional Assistant SPED SAT</td>
</tr>
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</table>

**SUBSTITUTE TEACHERS**

The following Substitute Teachers will be paid by M&O per Board Policy (2014-2015 SY).

- Casazza-Pohl, Angela
- Gray, Kaitlyn
- Haser, Andrea
- Mitchell, Tiffany
- Nebel, Pamela
- Russell, Susan

**CLASSIFIED SUBSTITUTE STAFF**

The following Classified Staff Subs will be paid by M&O per Board Policy (2014-2015 SY).

- Michele Falandys

**REQUEST FOR LEAVE OF ABSENCE WITHOUT PAY**

**CERTIFIED STAFF**

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<tbody>
<tr>
<td>DiBiase, Katherine</td>
<td>08/01/2014 – 05/22/2015</td>
<td>Teacher</td>
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<tr>
<td>Maddox, Jennifer</td>
<td>08/01/2014 – 05/22/2015</td>
<td>Teacher</td>
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<tr>
<td>Wakeham, Brooke</td>
<td>08/01/2014 – 05/22/2015</td>
<td>Teacher</td>
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**CLASSIFIED STAFF**

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<tr>
<td>Torres, Melissa</td>
<td>08/01/2014 – 05/22/2015</td>
<td>Attendance Clerk</td>
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**REQUEST FOR EXTENDED LEAVE**

**CERTIFIED STAFF**

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<tr>
<td>Ramm, Deborah</td>
<td>08/12/2013 – 05/23/2014</td>
<td>Teacher</td>
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### CLASSIFIED STAFF

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<td>Laureless, Josephine</td>
<td>11/12/2013 – 04/23/2014</td>
<td>Food Service Worker</td>
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<tr>
<td>Navarro, Guadalupe</td>
<td>12/09/2013 – 04/30/2014</td>
<td>Instructional Assistant</td>
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### REQUEST TO RESCIND LEAVE OF ABSENCE

### CERTIFIED STAFF

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<td>Raber-Jehn, Christina</td>
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### RESIGNATION

#### ADMINISTRATIVE STAFF

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#### CERTIFIED STAFF

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**SUBSTITUTE TEACHER**

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**CLASSIFIED STAFF**

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<td>Williams, Frances</td>
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**CLASSIFIED SUBSTITUTE STAFF**

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**RESIGNATION CORRECTION**

**CLASSIFIED STAFF**

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**TERMINATION**

**CLASSIFIED STAFF**

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<tr>
<td>Moon, Spence</td>
<td>Failure to Provide Accurate Information for Employment</td>
<td>04/08/2014</td>
</tr>
</tbody>
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**SUPPLEMENTAL COMPENSATION**

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

| Americo, Dorothy | Goldring, Regan | Michaud, Marieka |
| Betts, Sharon     | Graham, Heather | Mitchell, Mary    |
| Boltjes, Rebecca  | Hays, Sandra    | Mortemore, Verna  |
| Croteau, Diane    | Hodziewich, Monique | Schaefer, Caitlin |
| Custer, Paul      | Hunsaker, Sholette | Skawski, Brett   |
| Davis, Chelsea    | Jones, Jody     | Thompson, Dennis |
| Delgadillo, Elisa | Knott, Laura    | Thompson, Jessica |
| Dixon, Sharyn     | Larsen, Marisa  | Thompson, Mary Lynn |
| Evans, Nicole     | Lawrenz, Tracey | Villegas Cadle, Clarissa |
| Fussell, Bill     | Lihs, Scott     | West, Brian      |
| Gardea, Nolveneto | Long, Vickie    | Floyd, Jennifer  |
| Gilbertson, Amanda| Loyd, Ericka    | Gist, Julie      |
|                  |                | Gladieux, Kelli  |

Staff will be paid for Additional Days.

| Attilio, Kathleen | Eastin, Donna | Floyd, Jennifer |
| Ballard, Denise   | Etcheverry, Austine | Gist, Julie |
| Clark, Henry      | Flores, Kayla  | Gladieux, Kelli |
Staff will be paid for Additional Hours Classified.

Alicea, Elizabeth
Castillo, Mara
Ducusin, Alexis
Eccles, Eryn
Filler, Ami
Hamilton, Janie
Hannon, Paula
Hanson, Teresa
Herring, Courtney
Meadows, Rosette May
Meyer, Elyscia
Michel, Martha

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

Conklin, Amber
Drysdale, Michelle
Fischer, Raymond
Lujano, Jennifer
Nebel, Pamela
Rust, Krista

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

Anderson, Robin
Babcock, Katie
Barkley-Rosenthal, Sarah
Oglesby, Tracy
Stakemiller, Jill

Staff will be paid per MOU for Teaching and Tutoring.

Auau, Fagalele
Bowman, Melissa
Swartz, Casie

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

Fields, Brad
Frazer, Theron
Long, Matthew

Staff will be paid per MOU for Grade Level Chair.

Ingles, Tausha
AGENDA ITEM: *Approval of the Minutes of the April 2, 2014 Governing Board Meeting, the March 21, 2014 Surprise Tennis Championships and the March 27, 2014 Awaken the Learner Workshop

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 April 2, 2014 Governing Board Meeting, the March 21, 2014 Surprise Tennis Championships and the March 27, 2014 Awaken the Learner Workshop.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the minutes of the April 2, 2014 Governing Board Meeting, the March 21, 2014 Surprise Tennis Championships and the March 27, 2014 Awaken the Learner Workshop.

SUBMITTED BY: 

SUPERINTENDENT:

ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM: 7
DYSART UNIFIED SCHOOL DISTRICT #89

MINUTES: GOVERNING BOARD – REGULAR MEETING

2013-2014 April 2, 2014 Location: Nathaniel Dysart Education Center

I. REGULAR MEETING - GENERAL FUNCTION

1. Ms. Traci Sawyer-Sinkbeil, Governing Board President, called the regular meeting to order at 6:00 p.m. Governing Board members constituting a quorum were present; Traci Sawyer-Sinkbeil, Jennifer Tanner, and Blossom Tande. Jerry Eynon attended the meeting via telephone. Bonnie Schroader joined the meeting at 6:25 p.m.

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

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

4. Summary of Current Events
   - Presentations, Recognitions, Celebrations
     - Due to technical difficulties, the Spotlight Video, Language Arts Science Discourse Partnership, was not shown.
     - Superintendent Update – Dr. Pletnick shared information regarding recognition of the Education Week “16 Leaders to Learn From” in Washington, D.C. The honorees met with the Assistant Secretary of Education at the Department of Education, Deb Delisle to share ideas and concerns about education. The group also had dinner with Dr. Delisle and other invited guests to share strategies being used and discuss how to help others be innovative. The main event was the Leaders to Learn From Conference where each of the 16 were interviewed on stage. Dr. Pletnick was asked to do a follow-up session on April 24th for EdWeek on the use of technology in the classroom; a virtual live chat. It was a privilege to host The Rachel’s Challenge/Marzano Awaken the Learner event held at Valley Vista High School last Thursday. Dr. Marzano and Darrell Scott shared the cutting edge work the two are collaborating on and those in attendance, including many teams from our Dysart schools, learned how Marzano is merging his research with the work Rachel’s Challenge has done to help inform instruction and help improve student achievement.
   - Governing Board Update
     - Ms. Traci Sawyer-Sinkbeil attended the Awaken the Learner event; it was a great experience. She congratulated the following students for excelling in their areas: Shadow Ridge’s Montez White, was named the AIA Division II, Section 3 Basketball Player of the Year and Valley Vista’s Kaley Drayovitch who won Best in Show High School at the Visual Arts Student Awards, VASA, for her drawing titled “Falling Memories.”
     - Jennifer Tanner attended the Awaken the Learner event. Darrell Scott’s message is always very powerful and inspirational. She is anxious for them to take their message to the rest of the nation and the world.
     - Blossom Tande continued on with connecting with the community. She attended the Marley Park community barbecue where she introduced herself and provided the community an opportunity to address questions and concerns they might have.
A motion by Tanner/Tande was entered to approve the consent items as presented.

1. Recommendation to Approve the In-Theater Advertising Proposal and Regional Insertion Order Agreement Terms and Conditions with NCM Services and Authorize the Assistant Superintendent for Employee and Public Relations Sign the Agreement and Any Affiliated Documents
   Approved

2. Recommendation to Approve the Clinical Education Agreement with Laboratory Sciences of Arizona, L.L.C. on behalf of Sonora Quest Laboratories for the Provision of Clinical Education and Authorize the Associate Superintendent for Academic Services to Sign the Agreement and Any Affiliated Documents
   Approved

3. Recommendation to Approve the Solution Tree Purchasing Agreement for Professional Development Services for Valley Vista High School and Authorize the Assistant Superintendent to Sign the Agreement and Any Affiliated Documents
   Approved

4. Approval to Adopt Textbooks and Instructional Materials for Grades 6-8 Math Program
   Approved

   Approved

6. Request for Release from Contract – Certificated Staff – 2013-2014 School Year
   Accepted the recommendation to not accept the resignation from Stephanie Dudley for the 2013-2014 school year and approved the initiation of a report to the Arizona Department of Education if Ms. Dudley does not fulfill the terms of her certificated contract.

7. Approval of the Minutes of the March 19, 2014 Governing Board Meeting
   Approved

8. Recommendation to Approve Overnight and Out-of-State Travel
   Approved as listed.
9. Approval/Ratification of Expense Vouchers 1041, 1042 and 1043 in the Amount of $2,821,924.67 Approved/Ratified UNANIMOUS

10. Approval/Ratification of Payroll Vouchers 44, 7572, 45 and 7573 in the Amount of $9,636,318.74 Approved/Ratified UNANIMOUS

INFORMATION

Mr. Eaton provided a brief overview of the Compliance Audit for the fiscal year ending June 30, 2013. Appendix A

12. 2013-2014 Focus Group Results
Dr. Pletnick shared information regarding the focus groups conducted with certified and support staff at each school and with other stakeholder groups. School focus groups consisted of four-six certified and two-four support staff. Dr. Pletnick spent approximately 20-30 minutes with each group receiving feedback on the questions posed. The meetings took place between September and February of this school year. Appendix B

13. Report from the Dysart Liaison to the City of Surprise Regarding the Meeting of March 18, 2014
Ms. Jennifer Tanner provided information regarding the recent meeting with the City of Surprise Liaison including information on the Teen Summit as well as the draft of the Youth Master Plan. Also discussed were opportunities for: 1) monthly Dysart School District recognitions during Council meetings 2) input on ways the City could help show support for Dysart 3) school credit for Youth Commission projects 4) monthly liaison meetings etc. Dr. Pletnick shared that City staff recently met with the Superintendent's Student Advisory regarding the Youth Commission and subsequently completed focus group meetings at all four high schools. Appendix C

Dr. Pletnick shared information regarding IBA discussions with representatives from the Dysart Educators Association (DEA), Dysart Site Administrators Association (DSAA), Dysart Educational Support Professionals (DESP) and District Leadership for salaries and benefits.

Benefits
IBA discussions regarding benefits centered on options to address medical plan premium increases and included the need to examine the types of medical plans and premiums offered for the 2015-2016 school year. The discussion also focused on options that would result in a 0% increase to health insurance premiums for one more year. Discussion concluded with a recommendation to offer the same plans as in the 2013-2014 school year and ask the Insurance Trust Board to cover the increase in the medical plan cost. The Trust has agreed to cover the increased premium costs of approximately $2.2 million.

Salaries
The state has not yet finalized the budget for next year, however, we are being told no new cuts will be made and some additional funds may be provided for public education. The District will have some monies for the 2014-2015 budget realized from savings experienced this year and will experience next year from cuts in staffing and by maintaining the cuts we made over the last few years. There will be MOU monies available to provide a salary increase of 1.8%.
15. Recommendation for Approval to Award Contract No. 15-4603-003 Employee Group Insurance for the 2014-2015 School Year
After discussion, a motion by Schroader/Tanner was entered to approve the award of Contract No. 15-4603-003 Employee Group Insurance Benefits for the 2014-2015 school year. UNANIMOUS

16. Recommendation for Approval of Classified Staff Notice of Employment Language for the 2014-2015 School Year
After discussion, a motion by Schroader/Tande was entered to approve the classified staff notice of employment language for hourly and exempt support staff for the 2014-2015 school year. UNANIMOUS

17. Recommendation to Approve an Employee Salary Increase for the 2014-2015 School Year
After discussion, a motion by Tanner/Schroader was entered to approve a 1.8 percent salary increase for administrative, certified and classified employees for the 2014-2015 school year. UNANIMOUS

18. Recommendation to Approve the Classified Salary Placement Schedule for 2014-2015 School Year
After discussion, a motion by Schroader/Tande was entered to approve the classified salary placement schedule for the 2014-2015 school year as presented. UNANIMOUS

19. Recommendation to Approve the Certificated, Licensed, and Administrator Salary Schedules for Hiring – 2014-2015 School Year
After discussion, a motion by Schroader/Tande was entered to approve the certificated, licensed, and administrator salary schedules for hiring for the 2014-2015 school year as presented. UNANIMOUS

20. Recommendation to Approve the Memorandum of Understanding with the Dysart Education Association for the 2014-2015 School Year
After discussion, a motion by Schroader/Tanner was entered to approve the Memorandum of Understanding with the Dysart Education Association as presented for the 2014-2015 school year. UNANIMOUS

After discussion, a motion by Schroader/Tande was entered to approve the District Extracurricular/Supplemental Assignment/Contract Addenda Pay Schedule for 2014-2015 as presented. UNANIMOUS

22. Recommendation for Approval of the 2014-2015 Governing Board Meeting Schedule
After discussion, a motion by Tanner/Schroader was entered to approve the 2014-2015 Governing Board Meeting Schedule as presented. UNANIMOUS
23. Recommendation to Approve the Revision of Governing Board Policy Section 9.39 – Second Reading
   After discussion, a motion by Schroader/Tande was entered to approve the revision of Governing Board policy Section 9.39. Second Reading  UNANIMOUS

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 7:48 p.m.

Signed  Date:

_________________________________________  April 16, 2014
MINUTES: Surprise Tennis Championships

2013-2014 March 21, 2014 City of Surprise
Tennis and Racquet Complex
14469 W Paradise Lane
Surprise, AZ 85374

I. EVENT MINUTES

1. A quorum of Governing Board Members was present. Ms. Blossom Tande, Ms. Jennifer Tanner and Traci Sawyer-Sinkbeil attended the event. No district business was discussed and no action was taken.

Signed: Date:

__________________________________ April 16, 2014
DYSART UNIFIED SCHOOL DISTRICT #89

MINUTES: Awaken the Learner – Rachel’s Challenge/Marzano Workshop

2013-2014 March 27, 2014 Valley Vista High School
Lecture Hall
15550 N Parkview Pl
Surprise, AZ 85374

I. EVENT MINUTES

1. A quorum of Governing Board Members was not present. Ms. Jennifer Tanner and Traci Sawyer-Sinkbeil attended the event. No district business was discussed and no action was taken.

Signed:                  Date:

_________________________________ April 16, 2014
AGENDA ITEM:  *Recommendation to Approve Overnight and Out-of-State Travel

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

Cost:  __See Attached__  Funding Source:  __See Attached__

EXECUTIVE SUMMARY:

Administration recommends approval of the listed overnight and out-of-state travel requests.
<table>
<thead>
<tr>
<th>Site</th>
<th>Date</th>
<th>Event</th>
<th>Purpose</th>
<th>Attendees</th>
<th>Cost</th>
<th>Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>Willow Canyon High School</td>
<td>June 23-29, 2014</td>
<td>Educational Theatre Association International Thespian Society National Conference, Lincoln, NE</td>
<td>Student have qualified for the Society competition</td>
<td>6 students, 2 chaperones</td>
<td>$11,000</td>
<td>Student contribution, student activities and Booster Club</td>
</tr>
<tr>
<td>Valley Vista High School</td>
<td>July 31-August 3, 2014</td>
<td>Camp Tontozona Retreat for Football Team, Payson, AZ</td>
<td>Team and leadership building</td>
<td>76 athletes and 7 coaches/chaperones</td>
<td>$13,350</td>
<td>Booster Club, student contribution, VVHS athletics auxiliary</td>
</tr>
<tr>
<td>Valley Vista High School</td>
<td>May 9-11, 2014</td>
<td>Nike Coaches Clinic, Las Vegas, NV</td>
<td>Learn new drills, stay current and develop new techniques</td>
<td>5 coaches</td>
<td>$975</td>
<td>Athletics Auxiliary and M&amp;O</td>
</tr>
<tr>
<td>Sundown Mountain</td>
<td>July 20-24, 2014</td>
<td>Safe and Civil Schools National Conference, Portland, OR</td>
<td>Gain effective positive behavior supports, proactive and positive approaches to classroom management and evidence-based behavioral strategies for individual learners</td>
<td>Sundown Mountain coordinator</td>
<td>$1,900</td>
<td>S3 grant</td>
</tr>
</tbody>
</table>
GOVERNING BOARD ITEM

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):

HOR1314-020  HOR1314-021  HOR1314-022

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) HOR1314-020, HOR1314-021 & HOR1314-022.

SUBMITTED BY: ___  SUPERINTENDENT: ___  ACTION BY BOARD: Motion: ____  Second: ____  Vote: ____  AGENDA ITEM: ___
<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>
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</thead>
<tbody>
<tr>
<td>HOR1314-020</td>
<td>3/27/2014</td>
<td>B. Surloff</td>
<td>DHS</td>
<td>Drug Use/Possession</td>
<td>Long Term Suspension</td>
<td>Remainder of the 2013-2014 SY</td>
<td>Yes</td>
<td>8/6/14</td>
</tr>
</tbody>
</table>
AGENDA ITEM: *Proposed Student Fee Schedule for 2014-2015

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

Cost: N/A  Funding Source: N/A

EXECUTIVE SUMMARY:

Pursuant to A.R.S. 15-3342 and Governing Board Policy Section 10.62 – Student Fees, Fines and Charges, a school district may charge fees for activities if:

- The fees are reasonable
- The fees do not exceed the actual cost of the activities, programs, services, equipment, or materials
- The fees are adopted by the Governing Board
- The Governing Board includes in its action a grant of authority to the principals to waive the assessment of all or a part of any fee if it creates an economic hardship for a specific student

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the proposed Student Fee Schedule for 2014-2015.

SUBMITTED BY:  SUPERINTENDENT:  

ACTION BY BOARD: Motion:  Second:  Vote:  AGENDA ITEM:  10
HIGH SCHOOL:
Athletic Student Event Admission .............................................. $35.00 Yearly Pass/$4.00 per event
Athletic Adult Event Admission ................................................ $50.00 20 game pass/$5.00 per event
Student Club Fee ........................................................................ $10.00 per club
Dual Enrollment .......... Cost of per credit tuition (Determined by Maricopa Community College District)
Athletic Extra-Curricular Activities ............................. $140.00 per activity/$280 per student cap/$400 family cap
Parking (Eligible Students) .......................................................... $60.00 per year
PE Locker .................................................................................. $5.00 per semester
Optional PE Uniform ................................................................ $13.00
Replacement ID Card .................................................................. $5.00
Summer School ......................................................................... $0-$200
Online Classes ........................................................................... $0 - $200 per class
Summer School Bus Fee .............................................................. $0-$100
Sundown Mountain Alternative Night Program ........... $150/credit (if enrolled as a full time day student)
Student Travel Fee ................................................................... Not to exceed $100 per event

ELEMENTARY:
Elemiddle Sports ................................................................. $70.00 per activity/$210 per student cap/$400 per family cap
Replacement ID Card ................................................................. $5.00
Summer School ......................................................................... $0-$60.00
Online Classes .......................................................................... $0-$150.00 per class
Summer School Bus Fee .............................................................. $0-$100
Extra-Curricular Activities ...................................................... $1.00-$10.00
Student Travel Fee ................................................................... Not to exceed $50 per event
AGENDA ITEM: *Extra Curricular Tax Credit Fund and Student Activities Fund Reports for the Month of March 2014

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 March 2014.
### DYSART UNIFIED SCHOOL DISTRICT NO. 89
#### EXTRA CURRICULAR TAX CREDIT FUNDS FOR FISCAL YEAR 2013-14
**Period ending March 31, 2014**

<table>
<thead>
<tr>
<th></th>
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<td>Total Revenue</td>
<td>8,212.60</td>
<td>8,332.07</td>
<td>7,994.76</td>
<td>6,998.89</td>
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<td>Total Expenses</td>
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<td>3,140.32</td>
<td>3,140.32</td>
<td>4,911.82</td>
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<td>Ending Balance</td>
<td>8,825.80</td>
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<td>6,723.84</td>
<td>14,953.68</td>
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<td>429,543.56</td>
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#### Athletics - 5501

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<tr>
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<th>2,680.91</th>
<th>2,294.59</th>
<th>4,553.29</th>
<th>5,671.36</th>
<th>1,599.12</th>
<th>4,293.08</th>
<th>45,340.29</th>
<th>27,015.34</th>
<th>55,339.85</th>
<th>62,868.45</th>
<th>278,629.58</th>
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<tbody>
<tr>
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<td>9,796.41</td>
<td>9,003.85</td>
<td>5,925.23</td>
<td>8,077.38</td>
<td>9,495.73</td>
<td>6,425.43</td>
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<td>85,591.19</td>
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<td>(2,500.00)</td>
<td>(4,000.00)</td>
<td>(4,694.09)</td>
<td>(2,500.00)</td>
<td>(9,088.97)</td>
<td>(23,445.59)</td>
<td>(30,456.88)</td>
<td>(120,877.75)</td>
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<tr>
<td>Total Expenses</td>
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<td>(2,500.00)</td>
<td>(4,000.00)</td>
<td>(4,694.09)</td>
<td>(2,500.00)</td>
<td>(9,088.97)</td>
<td>(23,445.59)</td>
<td>(30,456.88)</td>
<td>(120,877.75)</td>
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<tr>
<td>Ending Balance</td>
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#### Fine Arts - 5502

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<th>5,460.21</th>
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<th>13,015.81</th>
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<td>1,125.07</td>
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<td>537.56</td>
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<td>(1,439.28)</td>
<td>(3,892.21)</td>
<td>(4,858.00)</td>
<td>(8,141.29)</td>
<td>(1,043.89)</td>
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<td>Total Expenses</td>
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<td>(1,666.07)</td>
<td>(556.79)</td>
<td>(1,023.68)</td>
<td>(1,439.28)</td>
<td>(3,892.21)</td>
<td>(4,858.00)</td>
<td>(8,141.29)</td>
<td>(1,043.89)</td>
<td>(45,451.75)</td>
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<td>3,541.75</td>
<td>148,447.41</td>
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#### Enrichment/Remedial-5505

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<th>Beg Bal as of 07/01/13</th>
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<th>200.00</th>
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<th>6,737.35</th>
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<th>5,418.74</th>
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<td>503.78</td>
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<td>811.84</td>
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<td>511.00</td>
<td>1,787.65</td>
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<td>(4,200.00)</td>
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<td>(691.64)</td>
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<td>(691.64)</td>
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<td>4,144.74</td>
<td>6,658.74</td>
<td>6,255.75</td>
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<td>35,592.83</td>
<td>9,751.06</td>
<td>6,429.74</td>
<td>6,194.19</td>
<td>190,902.73</td>
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</tbody>
</table>

#### TOTAL BY SCHOOL

| TOTAL BY SCHOOL | 24,807.14 | 24,270.21 | 23,151.07 | 16,568.50 | 33,825.98 | 19,152.29 | 18,309.17 | 128,219.45 | 77,979.39 | 115,226.25 | 61,264.87 | 1,068,003.29 |
## Extra Curricular Tax Credit Funds for Fiscal Year 2013-14

### Period ending March 31, 2014

<table>
<thead>
<tr>
<th></th>
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<td>34,794.94</td>
<td>54,463.25</td>
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<td>10,429.02</td>
<td>30,970.10</td>
<td>16,450.63</td>
<td>8,477.05</td>
<td>6,958.54</td>
<td>9,251.37</td>
<td>11,289.64</td>
<td>44,788.75</td>
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</table>

### 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 | 7,135.64 | 6,585.94 | 3,773.95 | 6,818.01 | 6,294.95 | 7,493.91 | 6,119.01 | 10,361.78 | 5,856.86 | 6,291.12 | 4,036,65 |
| Total Encumbrances | (8,305.12) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) |
| Total Expenses | (4,268.93) | (3,526.77) | (3,373.47) | (2,500.00) | (1,594.99) | (3,977.71) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) |
| Ending Balance | 7,345.97 | 9,598.40 | 3,687.03 | 4,235.19 | 8,829.11 | 4,007.65 | 3,809.39 | 4,834.40 | 6,315.35 | 8,671.86 | 7,557.60 |

### Fine Arts - 5502

| Beg Bal as of 07/01/13 | 16,717.21 | 3,056.66 | 10,213.18 | 4,040.00 | 3,091.49 | 6,144.15 | 3,022.66 | 1,718.88 | 2,519.38 | 3,096.42 | 5,720.97 | 2,341.84 |
| Total Revenue | 2,736.26 | 1,705.60 | 1,320.17 | 2,288.11 | 1,090.02 | 3,637.70 | 2,277.68 | 1,090.02 | 3,153.57 | 4,177.47 | 3,912.05 |
| Total Encumbrances | (242.26) | (1,523.56) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) |
| Total Expenses | (1,788.69) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) |
| Ending Balance | 17,422.52 | 2,166.30 | 9,511.69 | 4,235.19 | 3,300.22 | 4,107.78 | 5,586.57 | 5,300.64 | 2,908.30 | 5,838.26 | 5,249.57 | 6,446.85 |

### Enrichment/Remedial - 5505

| Beg Bal as of 07/01/13 | 22,184.90 | 13,322.91 | 4,282.67 | 6,610.88 | 7,329.12 | 6,958.86 | 974.00 | 2,724.86 | 1,945.27 | 5,176.19 | 8,052.50 |
| Total Revenue | 4,742.05 | 5,977.50 | 4,409.80 | 2,163.09 | 1,819.88 | 588.83 | 1,007.81 | 507.06 | 2,102.98 | 1,203.85 | 5,886.49 |
| Total Encumbrances | (100.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) | (2,500.00) |
| Total Expenses | (653.64) | (2,944.51) | (334.77) | (2,939.70) | (170.15) | (420.78) | (494.48) | (1,262.71) | (761.78) | (4,085.81) | (2,702.19) |
| Ending Balance | 25,973.31 | 16,955.50 | 8,257.70 | 6,380.18 | 8,978.75 | 7,096.71 | 1,981.81 | 3,231.92 | 2,378.96 | 1,888.41 | 10,333.71 | 7,144.60 |

### TOTAL BY SCHOOL

| 95,997.10 | 73,499.91 | 66,856.04 | 24,344.61 | 52,088.74 | 33,033.31 | 19,767.15 | 19,380.35 | 19,852.98 | 24,740.97 | 72,743.01 | 33,757.81 |

Submitted by: Jack E. Enloe
Executive Director of Business Services

Date: 4/14/14
## DUSD # 89
### STUDENT ACTIVITIES FUND
#### PERIOD ENDING: MARCH 2014

<table>
<thead>
<tr>
<th>Project</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>
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<tbody>
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**Uncategorized CCM and Check Order**

- $208,739.79
- $24,782.18
- $(6,297.54)
- $221,467.96
- $(61,244.23)
- $160,223.73

## 205 - DYSART HIGH SCHOOL

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<tr>
<th>Project</th>
<th>Income</th>
<th>Expense</th>
<th>Subtotal Month End Cash Balance</th>
<th>Expense Open POs Encumbrances</th>
<th>Month End Including Encumbrances</th>
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# DUSD # 89

## STUDENT ACTIVITIES FUND

**PERIOD ENDING: MARCH 2014**

<table>
<thead>
<tr>
<th>Project</th>
<th>Student Activities Fund</th>
<th>Beginning Cash Balance</th>
<th>Income (Deposits/Tfr)</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>
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### 210 - WILLOW CANYON HIGH

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### DUSD # 89

**STUDENT ACTIVITIES FUND**

**PERIOD ENDING: MARCH 2014**

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<th>Beginning Cash Balance</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: MARCH 2014

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## DUSD # 89

### STUDENT ACTIVITIES FUND

**PERIOD ENDING: MARCH 2014**

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### Totals for Valley Vista HS

| | | | | | | | |
|---|---|---|---|---|---|---|
| | $117,401.03 | $11,931.08 | ($127,741.65) | $121,761.57 | ($133,722.75) | $104,196.59 |

### 225 - SHADOW RIDGE HIGH SCHOOL

<table>
<thead>
<tr>
<th>Project</th>
<th>Description</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>
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<tbody>
<tr>
<td>8005</td>
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<td>8117</td>
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## DUSD # 89
### STUDENT ACTIVITIES FUND
#### PERIOD ENDING: MARCH 2014

<table>
<thead>
<tr>
<th>Project</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>
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<tbody>
<tr>
<td>8066 NHS Club (National Honor Society)</td>
<td>$1,152.99</td>
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<td>8133 Skills USA/Engineering</td>
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<td>8001 Student Council</td>
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<td>8120 Young Life Campus Club</td>
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<tr>
<td><strong>Totals for Shadow Ridge HS</strong></td>
<td><strong>$58,091.39</strong></td>
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<td><strong>Grand Total</strong></td>
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<td><strong>504,418.29</strong></td>
<td><strong>(150,645.38)</strong></td>
<td><strong>433,772.91</strong></td>
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Submitted by: Jack Eaton  
Executive Director of Business, 4/1/2014
Dysart Unified School District  April 16, 2014  Regular Governing Board Meeting

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

GOVERNING BOARD ITEM

AGENDA ITEM: *Acceptance of Donations, Gifts and Grants

<table>
<thead>
<tr>
<th>Donor</th>
<th>Item</th>
<th>School/Dept</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>IGPA</td>
<td>Cash</td>
<td>District Office – Dysart Heroes</td>
<td>$1,177.00</td>
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<tr>
<td>Albertsons</td>
<td>Cash</td>
<td>Cimarron Springs Elementary</td>
<td>$1,000.00</td>
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<tr>
<td>Architectural Tile and Stone, LLC</td>
<td>Cash</td>
<td>Shadow Ridge High School</td>
<td>$140.00</td>
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<tr>
<td>Ashton Ranch PTA</td>
<td>Cash</td>
<td>Ashton Ranch Elementary</td>
<td>$6,300.00</td>
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<td>Blooming Days Floral</td>
<td>Cash</td>
<td>Western Peaks Elementary</td>
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<td>Cimarron Springs PTO</td>
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<tr>
<td>Countryside PTA</td>
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<td>Countryside Elementary</td>
<td>$550.00</td>
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<td>Dominion Environmental Consultants</td>
<td>Cash</td>
<td>District Office – Dysart Heroes</td>
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<td>Dysart High School PTO</td>
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<td>Electronic Wizards, Inc.</td>
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<td>GE Foundation, The</td>
<td>Cash</td>
<td>Cimarron Springs Elementary</td>
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<td>Grads Photography</td>
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<td>Ashton Ranch Elementary, Surprise Elementary</td>
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<td>Hillyard of Arizona, Inc.</td>
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<td>District Office – Dysart Heroes</td>
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<tr>
<td>Invent Now, Inc.</td>
<td>Cash</td>
<td>Thompson Ranch Elementary</td>
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<tr>
<td>Kappa Kappa Gamma</td>
<td>Cash</td>
<td>Thompson Ranch Elementary</td>
<td>$300.00</td>
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<tr>
<td>Kiddiekar Korner Corporation</td>
<td>Cash</td>
<td>Shadow Ridge High School</td>
<td>$70.00</td>
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<tr>
<td>Aetna Foundation, Inc.</td>
<td>Cash</td>
<td>Valley Vista High School</td>
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<td>Marley Park PTA</td>
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<td>Mountain View School PTO</td>
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<td>Mountain View School</td>
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<td>Perfect Pool Service &amp; Repair</td>
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<td>Kingswood Elementary</td>
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<td>Prada Business Company, LLC</td>
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<td>Sonoran Heights Elementary</td>
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<td>Safeguard</td>
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<td>Sonoran Heights PTA</td>
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<td>Sunset Hills PTO</td>
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<td>W.C.M. Financial, LLC</td>
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BOARD ACTION REQUESTED:

It is recommended the Governing Board accept the donations, gifts and grants as presented.

SUBMITTED BY:  SUPERINTENDENT:

ACTION BY BOARD:  Motion:  Second:  Vote:  AGENDA ITEM: 12
### BOARD ACTION REQUESTED:

It is recommended the Governing Board accept the donations, gifts and grants as presented.

**SUBMITTED BY:** [Signature]

**SUPERINTENDENT:**

**ACTION BY BOARD:** Motion: Second: Vote: AGENDA ITEM: 12
**“Power in the preparation...Excellence in the journey...Success for a lifetime...”**

<table>
<thead>
<tr>
<th>Donor</th>
<th>Item</th>
<th>School/Dept</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hunt &amp; Caraway Architects</td>
<td>His &amp; Her Electra Cruiser Bicycles</td>
<td>District Office – Dysart Heroes</td>
<td>$700.00</td>
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<tr>
<td>Kennedy Partners</td>
<td>Spa Gift Certificate</td>
<td>District Office – Dysart Heroes</td>
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</tr>
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<td>Kingswood Elementary &amp; Kingswood PTSA</td>
<td>Women’s Beauty Items</td>
<td>District Office – Dysart Heroes</td>
<td>$250.00</td>
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<tr>
<td>Larry H. Miller Chrysler Jeep Dodge</td>
<td>Bullpen Grass</td>
<td>Valley Vista High School</td>
<td>$9,000.00</td>
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<tr>
<td>Luke Elementary PTA</td>
<td>Family Fun &amp; Fitness Package</td>
<td>District Office – Dysart Heroes</td>
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<td>Marley Park Elementary PTO</td>
<td>Family Game Package</td>
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<td>McCarthy Building Companies, Inc.</td>
<td>Bose Bluetooth Speakers (2)</td>
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<td>Molina, Jose and Plytas, Heather</td>
<td>Computer</td>
<td>Parkview Elementary</td>
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<td>Mountain View School &amp; Mountain View PTO</td>
<td>Gourmet Wine Refrigerator</td>
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<td>Phoenix Suns</td>
<td>Archie Goodwin Signed Photograph</td>
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<td>Wet &amp; Wild Season Passes &amp; Beach Items</td>
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<td>Background Grilling Package</td>
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<td>Sonoran Heights Elementary</td>
<td>Coffee Package</td>
<td>District Office – Dysart Heroes</td>
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<td>Sundown Mountain</td>
<td>Diamondback Tickets &amp; Baseball Items</td>
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<td>Sunland Asphalt</td>
<td>16GB Nook Tablet</td>
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<td>Sunset Hills Elementary</td>
<td>Coffee Basket with Keurig Coffee Maker</td>
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<td>Target</td>
<td>Books</td>
<td>Surprise Elementary</td>
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**BOARD ACTION REQUESTED:**

It is recommended the Governing Board accept the donations, gifts and grants as presented.

**SUBMITTED BY:** [Signature]  **SUPERINTENDENT:**

**ACTION BY BOARD:** Motion:  Second:  Vote:  AGENDA ITEM:
Dysart Unified School District
April 16, 2014
Regular Governing Board Meeting

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

<table>
<thead>
<tr>
<th>Donor</th>
<th>Item</th>
<th>School/Dept</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thompson Ranch Elementary</td>
<td>Lottery Ticket Basket</td>
<td>District Office – Dysart Heroes</td>
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<td>Turboscape, Inc.</td>
<td>Brinkman Gas Grill with Utensils</td>
<td>District Office – Dysart Heroes</td>
<td>$260.00</td>
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<tr>
<td>Valley Vista High School</td>
<td>Wildlife World Zoo &amp; Aquarium Package</td>
<td>District Office – Dysart Heroes</td>
<td>$400.00</td>
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<td>Overarching Booster</td>
<td>Bon Appetite Food &amp; Cooking Basket</td>
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<td>West Point Elementary</td>
<td>Phoenix Suns Ticket Package</td>
<td>District Office – Dysart Heroes</td>
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<td>Wholesale Floors</td>
<td>“Sleep” Package &amp; Mattress Purchase</td>
<td>District Office – Dysart Heroes</td>
<td>$1,000.00</td>
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*Value assigned by the Donor. Value not verified by the District

Cash donations: $53,809.67
Non-cash donations: $33,736.56
Developer Donations: $1,500.00

Year-to-date Total $216,160.84
Year-to-date Total $105,159.33
Year-to-date Total $8,500.00

BOARD ACTION REQUESTED:
It is recommended the Governing Board accept the donations, gifts and grants as presented.

SUBMITTED BY: [Signature]
SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM: 12
AGENDA ITEM: *Approval/Ratification of Expense Vouchers 1044 and 1045 in the Amount of $1,409,922.82

<table>
<thead>
<tr>
<th>DATE</th>
<th>VOUCHER #</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>03/27/14</td>
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<td>04/03/14</td>
<td>1045</td>
<td>$629,603.25</td>
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**TOTAL** $1,409,922.82

BOARD ACTION REQUESTED:
It is recommended the Governing Board approve/ratify expense vouchers 1044 and 1045 in the amount of $1,409,922.82.
DYSART UNIFIED VOUCHER

Voucher No: 1044  Voucher Date: 03/27/2014  Prepared By: ncochran

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $780,319.57 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2013 to June 30, 2014 (period cannot overlap fiscal year end.)

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

(Signature)

TRACI SAWYER-SINKBEIL  PRESIDENT

BONNIE SCHROADER  CLERK

JENNIFER TANNER  MEMBER

BLOSSOM TANDE  MEMBER

JERRY EYNON  MEMBER

DYSART UNIFIED

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$780,319.57
DYSART UNIFIED VOUCHER

Voucher No: 1045  Voucher Date: 04/03/2014  Prepared By: ______________

Printed: 04/02/2014 02:30:48 PM

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $629,603.25 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2013 to June 30, 2014 (period cannot overlap fiscal year end.)

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

TRACI SAWYER-SINKBEIL  PRESIDENT

BONNIE SCHROADER  CLERK

JENNIFER TANNER  MEMBER

BLOSSOM TANDE  MEMBER

JERRY EYNON  MEMBER

DYSART UNIFIED

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**Total**: $629,603.25
AGENDA ITEM: *Approval/Ratification of Payroll Vouchers 46, 7574 and 47 in the Amount of $5,424,898.07

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BOARD ACTION REQUESTED:
It is recommended the Governing Board approve/ratify payroll vouchers 46, 7574 and 47 in the amount of $5,424,898.07.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 14
DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $390.69 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2013 to June 30, 2014 (period cannot overlap fiscal year end.)

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

TRACI SAWYER-SINKBEIL  PRESIDENT

BONNIE SCHROADER  CLERK

JENNIFER TANNER  MEMBER

BLOSSOM TANDE  MEMBER

JERRY EYNON  MEMBER

DYSART UNIFIED

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Created By: Candice.Crow  Posted By: Candice.Crow  Date: 04/01/2014 11:47:48  Page: 1
DYSART UNIFIED VOUCHER

Voucher No: 7574  Voucher Date: 04/07/2014  Prepared By: CandiceCrow

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $5,255,724.79 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2013 to June 30, 2014 (period cannot overlap fiscal year end.)

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

[Signature]

TRACI SAWYER-SINKBEIL  PRESIDENT

BONNIE SCHROADER  CLERK

JENNIFER TANNER  MEMBER

BLOSSOM TANDE  MEMBER

JERRY EYNON  MEMBER

DYSART UNIFIED

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$5,255,724.79
DYSART UNIFIED VOUCHER

Voucher No: 47  Voucher Date: 04/11/2014  Prepared By: [Signature]

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $168,782.59 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2013 to June 30, 2014 (period cannot overlap fiscal year end.)

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

[Signature]

TRACI SAWYER-SINKBEIL  PRESIDENT

BONNIE SCHROADER  CLERK

JENNIFER TANNER  MEMBER

BLOSSOM TANDE  MEMBER

JERRY EYNON  MEMBER

DYSART UNIFIED

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**Total:** $168,782.59
AGENDA ITEM: Information Regarding District Cabinet Reorganization

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

Cost: None Funding Source: N/A

EXECUTIVE SUMMARY:

The Superintendent will provide information regarding district reorganization of the Cabinet responsibilities to improve efficiencies and effectiveness of departments and programs. Transition activities have already been implemented to insure continuity of services. The plan will be fully implemented effective July 1, 2014.

BOARD ACTION REQUESTED:

It is recommended the Governing Board accept the information presented.

SUBMITTED BY: [Signature]  SUPERINTENDENT: [Signature]  
ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 15
AGENDA ITEM: Setting a Date for the Superintendent’s End-of-Year Evaluation

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

Cost: None Funding Source: N/A

EXECUTIVE SUMMARY:

It is recommended an Executive Session be set for the Superintendent’s End-of-Year Evaluation as required by Policy Section 3.4. A special Board Meeting can be set to accomplish this or an Executive Session can be scheduled after a regularly scheduled Board Meeting. It is recommended the Board consider June 4, 2014.

BOARD ACTION REQUESTED:

It is recommended the Governing Board accept the information presented.

SUBMITTED BY: [Signature]
SUPERINTENDENT: [Signature]

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

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

Cost: Approx. $35,000.00  Funding Source: M&O

EXECUTIVE SUMMARY:

The 2014-2015 Student and Parent Handbook, including the Discipline Procedures are presented at this time.

Members of the Student and Parent Handbook committee include:

James Braden  Director of Student Services
Luisa Brown  Support Services Manager
Arthur Greenway  Assistant Principal
Robin Hollowell  Assistant Principal
C. Scott Kerr  Principal
Brad Larremore  Assistant Principal
Josephine Tokhi  Assistant Principal
Andrea Willingham  Principal
Joe Perez  Parent
Dianne Barrameda  Student
Mariah Garcia  Student
Jake Ormond  Student

Committee Highlights:

✓ Minor editorial changes
✓ Addition of Parent Portal Information to “Parental Involvement in Education”
✓ Addition of policy to “Bullying/Harassment”
✓ Expanded definition of “Cheat/Plagiarism”
✓ Revised definition of “Sexual Misconduct” and “Sexual Harassment”
✓ Addition of “BB, paintball, pellet-firing, dart or any other air gun that expels a projectile” to weapons definition
✓ Addition of “look-alike weapons” to weapons-simulated definition
✓ Addition of policy to “Bus Discipline Procedures/Bus Rules” and change title to: “Student Conduct on School Buses”

BOARD ACTION REQUESTED:

It is recommended the Governing Board accept the information presented.

SUBMITTED BY: [Signature]  SUPERINTENDENT: [Signature]

ACTION BY BOARD:  Motion:  Second:  Vote:  AGENDA ITEM: 17
2014-2015

Dysart Unified School District No. 89

Parent Handbook and Student Handbook

Unified School District

Power in the preparation... Excellence in the journey... Success for a lifetime...
Student & Parent Handbook/Discipline Procedures

Acknowledgements and Verification

By signing this page, you are acknowledging and verifying that you have received, and take the responsibility to review with your child, the documents referenced below which can be found in this handbook, including, without limitation, the District’s policy on directory information (FERPA), school bus privileges, due process and dress code.

Discipline Procedures – Discipline Expectations and Consequences
As a parent in Dysart Unified School District, you have the right to a quality education for your children. To make sure that every student enjoys that right, the District has established procedures regarding disruptive behavior. The procedures for student responsibilities are designed to create an orderly environment that is safe for all students and staff. The rules are reasonable and fair, and they are the same at each school. We ask that you carefully read the infractions and consequences. Dysart Unified School District #89 has severe consequences for drugs, weapons or threatening behavior. Any such act may result in a recommendation for long-term suspension or expulsion. Some infractions may result in a referral to a local law enforcement agency, in addition to school consequences, such as suspension or expulsion.

This form must be returned to each child’s school within 10 days.

Parent Name (printed): ____________________
Student Name (printed): ____________________
High School Student ID Number: ____________________ Grade: ______
K-8 Homeroom Teacher: ____________________ Grade: ______
Parent Signature: ____________________ Date: ______
Student Signature: ____________________ Date: ______
Electronic Information Systems User Agreement

Acknowledgements and Verification
By signing this page, you are acknowledging and verifying that you have received, and take the responsibility to review with your child, the document referenced below which can be found in this handbook, including, without limitation, the policy/procedures for due process, email and internet use expectations, electronic devices expectations, and disciplinary consequences for such, and electronic information systems user agreement.

Electronic Information Systems Expectations and Consequences
As a parent in Dysart Unified School District, you have the right to a quality education for your children, including access to technology and innovative instructional practices. To make sure that every student enjoys that right, the District has established procedures regarding use of electronic devices. The procedures for student use of electronic devices are designed to create a rich learning environment that is safe and productive for all students and staff. The expectations are reasonable and fair, and they are as consistent as possible at each school. We ask that you carefully read the expectations, guidelines and consequences. Dysart Unified School District #89 has severe consequences for misuse of electronic devices and electronic information systems. Any violations may result in suspension, long-term suspension, expulsion, and/or referral to a local law enforcement agency.

Student & Parent Software Agreement
The student agrees to abide by the terms and conditions of all software and end user license agreements that are in place or that may be required for each piece of software issued and used for the student’s specific use in the classroom or at home. This includes, but is not limited to, products provided by Adobe, Microsoft, Edmodo, Apple Inc., and others not listed here that may have been or shall be provided at any future period by DUSD and its schools. Under this agreement, students will:

- Abide by the license agreement associated with such software;
- Understand the minimum specifications to run the software as listed;

Your signature below acknowledges and verifies that you have received, and take responsibility to review with your child, the section entitled Electronic Information Systems User Agreement.

This form must be returned to each child’s school within 10 days.

Parent Name (printed): ____________________________

Student Name (printed): __________________________

High School Student ID Number: ________________________ Grade: _________

K-8 Homeroom Teacher: ______________________________ Grade: _________

Parent Signature: __________________________________ Date: __________

Student Signature: _________________________________ Date: __________

Do you have Internet connectivity in your home? □ Yes □ No

Do you have a mobile device that has access to internet service, which is available for your student’s use? □ Yes □ No

Please Note: The District is NOT responsible for the loss, damage and/or theft of any of these types of devices.
GOVERNING BOARD

Mr. Jerry Eynon
Mrs. Bonnie Schroader
Ms. Traci Sawyer-Sinkbeil
Mrs. Blossom Tande
Mrs. Jennifer Tanner

DISTRICT ADMINISTRATION

15802 North Parkview Place
Surprise, Arizona 85374  623-876-7000

Gail Pletnick, Ed.D. .......................................................... Superintendent

Dysart Unified School District does not discriminate on the basis of race, color, national origin, sex, disability, religion or age in its programs or activities. For information regarding discrimination grievances or complaint procedures, contact the district office at 623-876-7000.
ELEMEN TARY SCHOOLS

Ashton Ranch Elementary School
14898 West Acoma Drive
Surprise, AZ 85379
David Stoeve, Principal
623-523-8300

Marley Park Elementary School
15042 West Sweetwater Avenue
Surprise, AZ 85379
Dana Kaye, Principal
623-523-8200

Thompson Ranch Elementary School
11800 West Thompson Ranch
El Mirage, AZ 85335
Veronica Vasquez, Principal
623-523-8400

Canyon Ridge School
17359 West Surprise Farms Loop North
Surprise, AZ 85338
Shelly Sisler, Principal
623-523-8450

Mountain View School
18302 West Burton Avenue
Waddell, AZ 85355
Gail Miller, Principal
623-876-7450

West Point Elementary School
13700 West Greenway Road
Surprise, AZ 85374
Christopher Kieffer, Principal
623-876-7765

Cimarron Springs Elementary School
17032 West Surprise Farms Loop
Surprise, AZ 85374
Jayne Wieferich, Principal
623-876-7600

Parkview Elementary School
16066 North Parkview Place
Surprise, AZ 85379
Rosalind Fisher, Principal
623-523-8650

Western Peaks Elementary School
18063 West Surprise Farms Loop South
Surprise, AZ 85388
Stacie Brown, Principal
623-523-8750

Countryside Elementary School
15034 North Parkview Place
Surprise, AZ 85379
Jayson Black, Principal
623-876-7800

Rancho Gabriela Elementary School
15272 West Gabriela Drive
Surprise, AZ 85374
C. Scott Kerr, Principal
623-523-8500

HIGH SCHOOLS

Dysart High School
11425 North Dysart Road
El Mirage, AZ 85335
Amy Hartjen, Principal
623-876-7500

El Mirage Elementary School
13500 North El Mirage Road
El Mirage, AZ 85335
Larry Lawrence, Principal
623-876-7100

Sonoran Heights Elementary School
11405 North Greer Ranch Parkway
Surprise, AZ 85379
Theresa Tipton, Principal
623-523-8550

Valley Vista High School
15550 North Parkview Place
Surprise, AZ 85374
Roberta Lockhart, Principal
623-523-8800

Kingswood Elementary School
15150 West Mondell Road
Surprise, AZ 85374
Marilee Timbrooks, Principal
623-876-7600

Sunset Hills Elementary School
17825 West Sierra Montana Loop
Surprise, AZ 85388
Karen Winterstein, Principal
623-523-8700

Willow Canyon High School
17901 West Lundberg Street
Surprise, AZ 85388
Anthony Capuano, Principal
623-523-8000

Lake Elementary School
7300 North Dysart Road
Glendale, AZ 85307
Amalia Garcia, Principal
623-876-7300

Surprise Elementary School
12907 West Greenway Road
El Mirage, AZ 85335
Katie Burns, Principal
623-876-7400

Sundown Mountain Alternative Program
23251 North 166th Drive
Surprise, AZ 85387
Jim Grishamber, Administrator
623-876-7250
Dysart Unified School District
Guide to Solving Problems and Getting Answers Fast

The Dysart Unified School District has established procedures to effectively and efficiently respond to questions and suggestions from parents and community members. This guide is meant to serve as a resource for parents and community members to identify the district staff that would have the most information to provide answers to questions and concerns. If you have any questions or concerns related to the school district or your child’s progress, please do not hesitate to call. The Dysart Unified School District is here to meet the needs of all students, staff, parents and community members.

K-8 Schools and High Schools
Step 1– Classroom teacher; if not resolved...
Step 2– School Principal; if not resolved...
Step 3– Jim Braden, Director of Student Services & Athletics; if not resolved...
Step 4– Dr. Stephen Poling, Assistant Superintendent of Education, or Dr. Quinn Kellis, Assistant Superintendent for Support Services; if not resolved...
Step 5– Dr. Gail Pletnick, Superintendent

Curriculum Questions
(State standards, material being taught, textbooks and materials)
Step 1– Classroom teacher; if not resolved...
Step 2– School Principal; if not resolved...
Step 3– Teresa Heatherly, Director of Curriculum and Assessment; if not resolved...
Step 4– Dr. Stephen Poling, Assistant Superintendent of Education; if not resolved...
Step 5– Dr. Gail Pletnick, Superintendent

Medical Questions and Concerns
Step 1– School Nurse; if not resolved...
Step 2– School Principal; if not resolved...
Step 3– Karen Angelopoulos, District Lead Nurse; if not resolved...
Step 4– Joy McCain, Director of Exceptional Student Services; if not resolved...
Step 5– Dr. Stephen Poling, Assistant Superintendent of Education; if not resolved...
Step 6– Dr. Gail Pletnick, Superintendent

Transportation (Bus Stops, Route Problems, etc.)
Step 1– Transportation customer service; if not resolved...
Step 2– Jeff Cook, Transportation Administrator; if not resolved...
Step 3– Steve Daigle, Director of Transportation; if not resolved...
Step 4– Dr. Quinn Kellis, Assistant Superintendent for Support Services; if not resolved...
Step 5– Dr. Gail Pletnick, Superintendent

Student Behavior (Including Bus Behavior)
Step 1– Classroom teacher; if not resolved ...
Step 2– School Principal; if not resolved...
Step 3– Jim Braden, Director of Student Services & Athletics; if not resolved...
Step 4– Dr. Stephen Poling, Assistant Superintendent of Education, or Dr. Quinn Kellis, Assistant Superintendent for Support Services; if not resolved...
Step 5– Dr. Gail Pletnick, Superintendent

Exceptional Student Services
Step 1– Special Education or Gifted teacher; if not resolved...
Step 2– School Principal; if not resolved...
Step 3– Joy McCain, Director of Exceptional Student Services; if not resolved...
Step 4– Dr. Stephen Poling, Assistant Superintendent of Education; if not resolved...
Step 5– Dr. Gail Pletnick, Superintendent

Athletics
Step 1– Coach; if not resolved...
Step 2– Assistant Principal (Athletics); if not resolved...
Step 3– School Principal; if not resolved...
Step 4– Jim Braden, Director of Student Services & Athletics; if not resolved...
Step 5– Dr. Quinn Kellis, Assistant Superintendent for Support Services; if not resolved...
Step 6– Dr. Gail Pletnick, Superintendent

After School Activities (Clubs, etc.)
Step 1– Activity Sponsor; if not resolved...
Step 2– School Principal; if not resolved...
Step 3– Dr. Quinn Kellis, Assistant Superintendent for Support Services; if not resolved...
Step 4– Dr. Gail Pletnick, Superintendent

Budget and Finance Questions
Step 1– Marydel Speidel, Budget Coordinator; if not resolved...
Step 2– Jack Eaton Executive Director of Business Services; if not resolved...
Step 3– Dr. Gail Pletnick, Superintendent

Facility Usage
Step 1– Kathy Hill, Director of Federal Projects & Community Outreach; if not resolved...
Step 2– Dr. Quinn Kellis, Assistant Superintendent for Support Services; if not resolved...
Step 3– Dr. Gail Pletnick, Superintendent

PHONE NUMBERS
Athletics 623-876-7908
Business Services 623-876-7018
Community Outreach 623-876-7056
Curriculum & Assessment 623-876-7173
Finance 623-876-7018
Exceptional Student Services 623-876-7022
Student Services & Athletics 623-876-7908
Superintendent 623-876-7000
Transportation 623-876-7030
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Dear Parents:

Maintaining safe and secure campuses is a priority for the Dysart Unified School District. That goal requires the cooperation of every student, parent, educator, and member of the community. A positive and disruptive-free school environment is vital to student academic success. Not only do we want a safe and healthy learning environment for all students, we want an environment of respect, kindness, and compassion. That positive environment is supported by Dysart’s adoption of Rachel’s Challenge.

It is critically important students understand the important role they play in maintaining safe and healthy campuses. Our students are the models and leaders who establish the tone on each campus. The District is dedicated to supporting the positive choices and behaviors of our students. Students are, also, typically the first to hear the rumors, see the conflicts, and know if trouble is brewing. They can be the key to taking a proactive approach to critical issues.

Equally important is the responsibility of every community member to help keep our schools safe and positive. Reporting bullying, the possession of drugs, weapons, or any unsafe behavior is the responsibility of each stakeholder. Sharing information can help prevent serious events on our campuses. Equally important is for all community members to reinforce respect, kindness, and compassion and be positive role models. We encourage our families and community members to accept Rachel’s Challenge and get involved in activities that reinforce a chain reaction of good. For more information on Rachel’s Challenge, visit the Dysart.org website.

In the Dysart Unified School District, every threat of violence will be taken seriously. Parents need to discuss with their children the ramifications of making any type of threat. Every parent and student wants a school where students can feel safe. Every infraction that impacts the safety and health of students will be dealt with to maintain a secure learning environment for students. We fully intend to assign consequences to those students who engage in behaviors that disrupt the learning and safety of others. When situations warrant, police will be contacted and criminal charges filed.

This handbook will build a common understanding of responsibilities, rights, and district expectations for building a positive and productive school culture. We expect Dysart Unified School District students to demonstrate outstanding citizenship and model such behavior at all times. We have created this handbook to outline expectations and the possible consequences if those expectations are not met.

We are Dysart – and together we can reach our goals for maintaining safe and positive school environments.

Sincerely,

Gail Pletnick, Ed.D.
Superintendent
**CAFETERIA**

As part of the National School Lunch and Breakfast programs, the schools may offer meals free or at reduced price. Free and reduced-price meal applications are available in the school office or the Nutrition Services Department. Only one application is required per family. Every District family is encouraged to complete and return an application.

Breakfast will be served approximately 30 minutes prior to the start of school. The cafeteria will stop serving breakfast five minutes before the final bell rings.

Students will be allowed to charge their meal a maximum of three times during the school year. After the third charge, an alternative meal, consisting of a sandwich and milk, will be given to the student. Alternative meals will be provided until the student’s charge account is satisfied. Unsatisfied charge accounts are subject to referral to a collection agency per the District’s accounting procedures.

Student meals can be paid for by cash or check at the individual school sites. Also, online and telephone payments are accepted through My Payments Plus at www.mypaymentsplus.com and/or 877-237-0946.

Dysart Unified School District highly encourages healthy eating habits and physical activity. Schools may request that children not share food with others, especially when the particular food or drink does not meet the Arizona Nutrition Standards. The District strongly discourages consumption of unhealthy foods and energy drinks at our school sites. Please note, at both our elementary and high school sites, the cafeteria follows the Arizona Nutrition Standards for sales of a la carte food and drinks.

**HEALTH OFFICE**

The Health Office hours on each campus are compatible with school hours. The staff on hand will provide medications when appropriate, monitor immunization requirements, perform hearing and vision screenings and treat minor injuries.

Parents/guardians are expected to complete a yearly health history form documenting written consent to give over the counter medications. Parents should alert health office staff of any child who may have a condition that affects participation in school classes.

**Arizona Immunization Requirements**

For admission to kindergarten through 12th grade, children must be current with the following immunizations:

- Diphtheria, Tetanus, Pertussis (DTaP, or DT or DTP)
- Polio (IPV)
- Measles, Mumps, Rubella (MMR)
- Hepatitis B (HepB)
- Tetanus and Diphtheria Booster (Td/Tdap) - Required every five years beginning with 6th grade students who are 11 years of age. A new grade will be added each year.
- Varicella (or documented history of chicken pox)
- Menactra/MCV4 (Meningococcal) – Required for students entering 6th grade who are 11 years of age. A new grade will be added each year.

Children ages 4 to 18 are eligible to receive immunizations through Dysart Unified School District, in partnership with Maricopa County. Immunizations required for school admission are provided at no cost to all children in the community.

Immunizations are available daily from 9:00 a.m. to Noon and 1:00 p.m. to 3:45 p.m. For more information, contact Dysart Unified School District Immunization Coordinator Donna Johnson at 623-876-7944.
ATHLETIC PROGRAMS

The administration and coaching staff of Dysart Unified School District #89 consider interscholastic athletics a vital part of the total educational process. The Athletic Department is committed to the democratic process, which recognizes an equal opportunity for all students, regardless of sex, color, national origin, religion or economic status.

The District's philosophy is to provide all students with an environment that is safe and encourages active participation in a variety of activities under different teacher/coach role models. As members of Dysart Unified School District Athletic Staff, we strive to foster positive experiences and guide our student-athletes toward realizing their full potential.

Through practices, games and example, the staff works toward preparing students to succeed rather than merely to win games. "Win or lose, our students should learn lessons of a lasting and positive nature."

<table>
<thead>
<tr>
<th>Middle School Athletics</th>
<th>High School Athletics</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flag Football</td>
<td>Football</td>
</tr>
<tr>
<td>Volleyball (Girls)</td>
<td>Volleyball (Girls)</td>
</tr>
<tr>
<td>Cheer</td>
<td>Cross Country (Boys/Girls)</td>
</tr>
<tr>
<td>Soccer (Boys/Girls)</td>
<td>Golf (Boys/Girls)</td>
</tr>
<tr>
<td>Basketball (Boys/Girls)</td>
<td>Swim and Dive (Boys/Girls)</td>
</tr>
<tr>
<td>Baseball</td>
<td>Cheer</td>
</tr>
<tr>
<td>Softball (Girls)</td>
<td>Basketball (Boys/Girls)</td>
</tr>
</tbody>
</table>

CHARACTER PROGRAMS

Character education teaches universally-accepted values, such as truthfulness, responsibility, compassion, diligence, sincerity, trustworthiness, respect, attentiveness, obedience, orderliness, forgiveness, virtue, fairness, caring, citizenship and integrity, and motivates students of all ages to incorporate these values into their lives. Character education will be non-partisan and non-religious.

District staff will be expected to model the six core traits of character on a daily basis: trustworthiness, respect, responsibility, fairness, caring and citizenship. District staff will also be expected to incorporate Diversity Education/Awareness into the school and classroom culture.

Dysart Unified School District has also adopted the Rachel's Challenge program, which is a non-profit, non-political, non-religious initiative. Rachel's Challenge is a series of student and community empowering programs and strategies that equip individuals to combat bullying and feelings of isolation by creating a culture of kindness, compassion and respect.
**GRADING PROCEDURES/PROGRESS REPORTS/REPORT CARDS**

The report card is aligned with the Arizona Academic Standards and has been designed to provide the maximum amount of information in a clear format.

<table>
<thead>
<tr>
<th>K-8 Quarter Ends</th>
<th>K-8 Report Cards Issued</th>
<th>H.S. Semester Ends</th>
<th>H.S. Finals</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 3</td>
<td>October 10</td>
<td>December 19</td>
<td>December 18-19</td>
</tr>
<tr>
<td>December 19</td>
<td>January 9</td>
<td></td>
<td>May 21</td>
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<tr>
<td>March 13</td>
<td>March 27</td>
<td></td>
<td>May 21</td>
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<tr>
<td>May 21</td>
<td>May 21</td>
<td></td>
<td>May 20-22</td>
</tr>
</tbody>
</table>

**ATTENDANCE PROCEDURE – ELEMENTARY**

Regular and timely attendance is a determining factor in educational success. Critical academic information is lost each time a student is out of the classroom. For this reason, Dysart Unified School District believes all students should be in school every day, unless there is a valid reason for an absence, such as those related to medical or religious absences.

Further, Dysart Unified School District #89 values the involvement of parents/guardians in the academic process and encourages ongoing communication between home and school, particularly regarding attendance. School staff will make every attempt to assist families in addressing attendance concerns. Arizona Revised Statutes 15-802 and 15-803, however, firmly places the responsibility for attendance on a child’s parents/guardians. Arizona State Law (A.R.S. § 15-802 and 15-803) states that every person who has custody of a child between the ages of six and 16 years shall make sure the child attends school for the full time school is in session.

1. A parent/guardian should contact the school’s 24-hour absence reporting line prior to the beginning of the school day when a child will be absent.

2. All unreported absences will be documented as “unexcused” absences. The school will attempt to contact parents/guardians within the first two hours of the school day, in order to ensure student safety and in an attempt to document an absence reason (A.R.S. § 15-807).

3. Pursuit to A.R.S. § 15-803, a child can only be excused when he/she is accompanied by a parent or a person authorized by a parent.

4. A parent/guardian is the only person who may verify an unexcused absence. Unexcused absences may be verified by the parent/guardian by phone, in person, or in writing to the school office within 24 hours of a student returning to school from an absence.

5. Any absence that has not been verified by a parent/guardian within 24 hours will be considered unexcused.

6. A student who independently chooses not to attend school is considered truant and cannot be excused by the parent. This is classified as “Unauthorized Absence/Truancy/Leaving Campus without Authorization” on the Discipline Matrix, included in the Parent/Student Handbook.

7. Arizona Revised Statute 15-803 defines absences as “excessive” when the number of absent days exceeds 10% of the number of required attendance days. For example, on a 180-day school calendar, excessive absences would equal 18 or more days absent. These include both excused and unexcused absences.

8. When a student is excessively absent, disciplinary action will occur based on the Discipline Matrix provided in the Parent/Student Handbook.

9. Parents will be notified by letter when students accumulate 3, 5, 10, 15 and 18 absences.
**TARDY PROCEDURE – ELEMENTARY**

- Students receive more than three tardies

<table>
<thead>
<tr>
<th>1st Offense</th>
<th>2nd Offense</th>
<th>3rd Offense</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tardies four (4) and five (5):</td>
<td>Tardies six (6), seven (7) and eight (8):</td>
<td>Tardies nine (9) or greater:</td>
</tr>
<tr>
<td>- Notify Parent</td>
<td>- Notify Parent</td>
<td>- Notify Parent</td>
</tr>
<tr>
<td>- Student Conference</td>
<td>- Student Conference</td>
<td>- Student Conference</td>
</tr>
<tr>
<td>- Detention</td>
<td>- Detention</td>
<td>- Detention</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- One (1) Day OCR</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Three (3) Day OCR</td>
</tr>
</tbody>
</table>

OCR = On Campus Reassignment

**ATTENDANCE PROCEDURE – HIGH SCHOOL**

**ABSENCES**

Regular and timely attendance is a determining factor in educational success. Critical academic information is lost each time a student is out of the classroom. For this reason, Dysart Unified School District believes all students should be in school every day, unless there is a valid reason for an absence, such as those related to medical or religious absences.

Further, Dysart Unified School District #89 values the involvement of parents/guardians in the academic process and encourages ongoing communication between home and school, particularly regarding attendance. School staff will make every attempt to assist families in addressing attendance concerns. Arizona Revised Statutes 15-802 and 15-803, however, firmly place the responsibility for attendance on a child’s parents/guardians. Arizona State Law (A.R.S. § 15-802 and 15-803) states that every person who has custody of a child between the ages of six and 16 years shall make sure the child attends school for the full time school is in session.

1. Any time your child will not be in school on any specific day, you must place a phone call to the attendance line or submit an excusal note to the attendance office within 24 hours of the absence.
2. All unreported absences will be documented as “unexcused” absences. The school will attempt to contact parents/guardians within the first two hours of the school day, in order to ensure student safety and in an attempt to document an absence reason (A.R.S. § 15-807).
3. Pursuit to A.R.S. § 15-803, a child can only be excused when he/she is accompanied by a parent or a person authorized by a parent.
4. A parent/guardian is the only person who may verify an unexcused absence. Unexcused absences may be verified by the parent/guardian by phone, in person, or in writing to the school office within 24 hours of a student returning to school from an absence.
5. Any absence that has not been verified by a parent/guardian within 24 hours will be considered unexcused.
6. A student who independently chooses not to attend school is considered truant and cannot be excused by the parent. This is classified as “Unauthorized Absence/Truancy/Leaving Campus without Authorization” on the Discipline Matrix, included in the Parent/Student Handbook.
7. Arizona Revised Statute 15-803 defines absences as “excessive” when the number of absent days exceeds 10% of the number of required attendance days. For example, on a 180-day school calendar, excessive absences would equal 18 or more days absent. These include both excused and unexcused absences.
8. When a student is excessively absent, disciplinary action will occur based on the Discipline Matrix provided in the Parent/Student Handbook.
9. If your child is leaving school early for an appointment, he/she must check out through the attendance office.
LOSS OF CREDIT
1. A student who is absent from any given class 10 or more times, either excused or unexcused, per semester may not receive academic credit for that class. (A.R.S. § 15-802, 15-803)
2. An appeal process is in place for those students who have extenuating circumstances.
3. Please note that official documentation, such as doctor’s note will be required to file an appeal.
4. Students who are under the age of 16 and have 10 or more absences may be cited to court for excessive absences.
5. Parents will be notified by letter when students accumulate 3, 5, 10, 15 and 18 absences.

TARDY PROCEDURE – HIGH SCHOOL

- Students receive more than three tardies

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OCR = On Campus Reassignment

COURT UNIFIED TRUANCY SUPPRESSION PROGRAM (CUTS)

To encourage and improve school attendance, Dysart Unified School District has a partnership with Maricopa County Juvenile Court. This truancy program is called C.U.T.S. (Court Unified Truancy Suppression). As you know, we expect your child to be at school every day, unless there is an excused reason not to be.

School attendance is not only a good habit, state law requires it. Arizona State Law (A.R.S. § 15-802 and 15-803) states that every person who has custody of a child between the ages of six and 16 years shall make sure the child attends school for the full time school is in session. In addition, an absence is defined as follows:

- A minimum of one missed class period per day.
- Any unexcused absence will count as a truant day.
- A student is “habitually truant” if he/she has five or more unexcused absences from school.
- A student that is absent more than 10 percent (18 days) of the required number of school days per year is considered to have "excessive absences" whether the absence is excused or unexcused.

When a student has five or more unexcused absences or 18 excessive absences (excused OR unexcused), the student may be cited to the CUTS Program through the Juvenile Court. If the student is cited, an attendance hearing will be held with representatives from Dysart Unified School District and the Juvenile Court. Consequences at the hearing may include the following: required attendance of the parent and the child at an education class (to be held on Saturdays), work hours assigned to the child, counseling, etc. The parent may be assessed a $50 Diversion Fee. Failure to complete these consequences may result in suspension of your child’s driver’s license, or inability to get a driver’s license until their 18th birthday and/or formal court proceedings. If convicted in a formal court proceeding, it is a Class 3 misdemeanor punishable by jail time and/or fine.
The real goal of the CUTS program is to have your child in school. The education of your child is extremely important to us. The CUTS program is another way that Dysart Unified School District is working with our students and parents to ensure academic success.

**CHRONIC ILLNESS PROCEDURE**

A.R.S. § 15-346 provides for adjunct accommodations for students with chronic health problems. This is defined as "... pupils who are unable to attend regular classes for intermittent periods of one or more consecutive days because of illness, disease, or accident but who are not homebound."

A.R.S. § 15-901 provides for at-home instruction for students with chronic health problems. This is defined as "... a pupil who is capable of profiting from academic instruction but is unable to attend school due to illness, disease, accident or other health conditions, who has been examined by a competent medical doctor and who is certified by that doctor as being unable to attend regular classes for periods of not less than three school months, or a pupil who is ... unable to attend regular classes for intermittent periods of time totaling three school months during a school year."

Students with existing chronic illness conditions should obtain chronic illness request forms from the health office at the beginning of the school year. When a new chronic condition is medically diagnosed, please notify the health office to obtain the chronic illness request forms. The Medical Certification Report form must be completed by a licensed MD, DO or pediatrician and is returned to the health office. Once received, a meeting will be scheduled by the school to write the Chronic Illness Instructional Plan. Once approved, a chronic illness plan is effective for one calendar year.

In order for chronic illness status to override the excessive absence rule the parent must report the absences according to the regular attendance reporting procedures (see pages vi and vii). This status allows teachers and the student to work out a manageable method for completing work. A student requesting chronic illness status will be considered only after nine (9) absences and complete medical documentation is received.

If your student is absent from school due to chronic illness it would be expected that they would not be able to attend or participate in extracurricular activities and/or athletics on the date of the absence.

**STUDENT DRESS CODE – GRADES K-12**

Dysart Unified School District believes that there is a connection between Student Dress and Academic Success. As such, any attire that detracts from the learning environment is not acceptable. Students should dress in a manner that takes into consideration the educational environment, safety, health and welfare of oneself and others. The following guidelines are not intended to be entirely inclusive of all dress code situations. Therefore, school administrators will be allowed the final decision when applying the guidelines to student appearance standards.

**Shirts/Tops**
- Must not include tank tops, spaghetti straps, halter tops, strapless tops, or racer back tops. Tank tops are any sleeveless tops with a strap of less than two to three inches with no bra straps showing.
- Must not have a neckline lower than four inches from the collarbone and must not expose cleavage.
- Must not extend in the armpit lower than six inches from the collarbone.
- Must not include any reference to a gang.
- Must not include any defamatory writing, obscene language or symbols, or symbols of drugs, sex or alcohol.
- Must not expose any part of the midriff when sitting, bending or standing.
• Must not expose undergarments* when sitting, bending or standing, unless covered by an acceptable overgarment, as defined in this section.
• Must not be see-through.
• Must not be ripped or torn.

Pants/Shorts/Bottoms
• Must be worn at the waist at all times, regardless of the number of layers.
• Must not include any reference to a gang.
• Must not include any defamatory writing, obscene language or symbols, or symbols of drugs, sex or alcohol.
• Must be no shorter than four to six inches above the top of the knee when standing if shorts or skirts.
• Must cover the entire buttocks when sitting, bending or standing.
• Must not expose undergarments* when sitting, bending or standing, regardless of the number of layers.
• Must not be see-through.
• Must not be leggings/stockings/tights worn without an overgarment. Overgarments such as shorts/dresses/skirts/long shirts must meet the four to six inch above the knee guidelines described in this section.
• Must not be ripped or torn completely showing skin higher than four to six inches above the top of the knee in the front or back. Distressed holes higher than four to six inches above the top of the knee are acceptable, unless skin is completely exposed.

Shoes
• Must be worn at all times.
• Must be closed-toe shoes for physical education or any organized physical activity.
• Slippers are not allowed.

Accessories
• Must not present a safety hazard to self or others at the administrator's discretion.
• Must not include any reference to a gang.
• Must not include any defamatory writing, obscene language or symbols, or symbols of drugs, sex or alcohol.
• Must not include hats or any other head apparel inside school building unless for pre-approved religious, medical or safety reasons. Applies to both males and females.
• Must not include sunglasses worn inside any building.

Other Guidelines
• Must not include pajamas or other loungewear.
• Must not include undergarments* worn as outer garments.
• Must not contribute to an atmosphere of threat, intimidation or negative peer pressure.
• Must not create an exposure in violation of any of the above guidelines when sitting, bending or standing.
• Must not display anything that is otherwise illegal to possess at school.

*Undergarment Definition: An undergarment is any item specifically designed to be worn underneath other garments and is typically worn next to the skin. Undergarments include, but might not be limited to underwear, bras including sports bras, or other items that might be worn directly against the skin to cover the private areas of the body.
PARENTAL INVOLVEMENT IN EDUCATION

By law, parents have a Parent's Bill of Rights. Specific information regarding the Parent's Bill of Rights and Parental Involvement in Education can be found in Governing Board Policy Section 11.1.

Parent involvement is crucial to student academic success. The Parent Portal is a tool for you to stay informed and engaged in your child's education. The Parent Portal gives parents and guardians access to:

- Attendance
- Grades
- Assignments
- Schedule
- Contact Info
- Scores

To access the Parent/Student Portal, visit www.Dysart.org
### 2014-2015 School Calendar

#### Dysart Unified School District

**Dysart Unified School District No. 89**

**2014-2015 Calendar**

<table>
<thead>
<tr>
<th><strong>First Day for Students</strong></th>
<th><strong>August 6</strong></th>
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**Labor Day**

- **September 6**

**K-8 Parent/Teacher Conf.**

- **October 9-10 [1/2 days K-8]**

**Fall Break**

- **October 13-17**

**Veterans Day**

- **November 11**

**Thanksgiving Recess**

- **November 27-28**

**High School Final Exams**

- **Dec. 18-19 [1/2 days HS]**

**Early Release**

- **Dec. 19 [1/2 days HS]**

**Winter Break**

- **Dec. 22-Jan. 2**

**School Resumes**

- **January 5**

**Martin Luther King Jr. Day**

- **January 19**

**President's Day**

- **February 16**

**Spring Break**

- **March 16-20**

**K-8 Parent/Teacher Conf.**

- **March 26-27 [1/2 days K-8]**

**No School/Staff Development**

- **April 17**

**Graduation Day**

- **May 19 [1/2 days HS]**

**High School Final Exam**

- **May 20-21 [1/2 days HS]**

**Last Day for Students**

- **May 21 (1/2 day K-8)**

<table>
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<th><strong>HS Semesters End/Days</strong></th>
</tr>
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<tr>
<td>October 3 - 42 days</td>
<td>December 19 - 89 days</td>
</tr>
<tr>
<td>December 19 - 47 days</td>
<td>May 21 - 91 days</td>
</tr>
<tr>
<td>March 13 - 48 days</td>
<td></td>
</tr>
<tr>
<td>May 21 - 43 days</td>
<td></td>
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**Students are dismissed early every Monday beginning Aug. 11 to provide time for teacher professional development.**

**Approved by the Governing Board on June 19, 2013; revised December 4, 2013.**
# Discipline Procedures

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INTRODUCTION

Success in school occurs when there is close cooperation between its students, staff and parents. The purpose of The Discipline Procedures is to communicate the expectations of Dysart Unified School District for student conduct to promote a safe, orderly and positive learning environment and to address certain student rights and responsibilities.

The discipline procedures were developed through the input of parents, teachers, staff and administrators in Dysart Unified School District. This handbook addresses only specific areas of District policy. Additional information can be found in the Dysart District Policy Manual.

PREAMBLE

A positive learning environment in our schools and a good state of student conduct starts with students, parents and staff having knowledge and understanding of the basic standards of acceptable conduct. In order to assist everyone in the pursuit of a quality education, the District has established guidelines designed to ensure a safe environment for all students and staff in our schools. For these guidelines to be most effective, it is vital for the family, the school and the community to work together. Students are responsible for their own actions. Students whose actions are in violation of school/District guidelines will be expected to accept the appropriate consequences. We are proud of our students and strive to see that all students learn through school experiences to recognize the essential worth of each individual. Students are expected to respect the rights and property of others, along with demonstrating high standards of personal integrity. This includes their time at school as well as going to and from school, at a bus stop and at school-sponsored events. To meet these goals, we enlist the support of our community.

Dysart Unified School District implements severe consequences for drugs, weapons or threatening behavior. Any such act may result in a recommendation for long-term suspension or expulsion.

There are a variety of consequences (discipline) for misconduct. Depending on the seriousness of the situation, there may be more than one consequence for a single event. Nothing in this handbook is intended to restrict the District from imposing more or less severe consequences if, in the discretion of the District, the severity of harm, danger, damage or the potential for harm, danger or damage warrants it, or if one incident involves more than one infraction.

In addition, although not necessarily listed as a potential consequence on the grid for a particular behavior, long-term suspension or expulsion may be imposed based upon the facts.

Dysart Unified School District uses a progressive discipline philosophy. The purpose of this handbook is to ensure consistency in discipline consequences District wide. However, the District administrator, the hearing officer(s) and the Governing Board have the discretion to impose a consequence they consider most appropriate for the particular infraction and surrounding facts. Just as we set high academic expectations for all students, Dysart Unified School District has high expectations for the conduct of our students. We will not allow academic progress to be slowed because of the conduct of a few students. Conduct expectations and consequences help to ensure that schools, buses and bus stops are safe and orderly.

In cases in which a student commits the same infraction repeatedly over the duration of the student’s tenure in the District, the consequences will automatically progress to the next infraction level and not begin at the 1st offense from year to year. For example, if a student receives a long-term suspension for drug possession during his/her freshman year and is found to be in possession of drugs during their sophomore year, or if a student is under the influence of drugs in the first semester and then is under the influence of alcohol in the second semester, that student’s consequence would be derived from at least the 2nd offense column of the
Discipline will be progressive for students in grades K-12 including, but not limited to, the following infractions:

- Alcohol/Substance Abuse
- Aggravated Assault
- Arson
- Death Threats
- Drugs/Substance Abuse
- Drug/Tobacco Paraphernalia
- Sale of Dangerous Instruments and/or Weapons
- Weapons

The District has entered into agreements with various governmental agencies whereby the District has agreed to cooperate fully with the governmental agency when a student commits an act in violation of the law.

Please Note: Federal privacy laws prohibit the District from naming students involved in disciplinary actions and from revealing the consequences of those actions to the parents of other students.

**STUDENT RIGHTS**

A right is a privilege to which one is justly entitled.

**Equal Educational Opportunity**

Schools must provide all students the opportunity to receive a quality education.

Each student has the right of access to a professional staff and the facilities necessary for an instructional and co-curricular program. Students who actively participate in these programs will benefit.

Dysart Unified School District does not discriminate on the basis of race, color, national origin, sex, disability, religion or age in its programs or activities. For information regarding discrimination grievances or complaint procedures, contact the district office at 623-876-7000.

Policies expressly prohibit behavior on District property that will damage the dignity, self-esteem, integrity and safety, and/or disrupt the educational process of any individual.

**Right to Access Educational Resources**

A student has the right to be informed of school board policies, District regulations and the rules of the student's school, classrooms and school buses.

A student is entitled to be informed of the academic requirements of courses, to be advised of progress, and to have opportunities for assistance. Grades should reflect a teacher's objective evaluation of a student's academic achievement.

Students have the right to use buildings, grounds, equipment and instructional materials necessary to meet the requirements and needs of their curricular and co-curricular programs in accordance with procedures established by the administration.

The student exercising the right to use the resources provided shall also accept the responsibility for the preservation and care of the property. Any unauthorized use or deliberate destruction or defacing of the property shall be deemed a violation of student conduct.
Privacy and Property Rights
Students are entitled to maintain privacy of personal possessions within certain limits and are responsible for those personal possessions. A student may not, of course, bring onto school property any substance, object or material prohibited by law or school board policy. School officials may inspect such items on School District property at any time with or without specific reason to do so. In addition, school officials may search a student's person or personal possessions, such as backpacks, purses, and cars parked on campus, if school officials have a reasonable suspicion that the search will reveal the presence of prohibited or illegal materials.

Freedom of Expression
Every student has the right to form, hold and express his or her own ideas and beliefs. The encouragement of this right requires that each student be permitted to disclose or express an idea in the proper educational setting without penalty, embarrassment or any reflection in academic evaluation. The administration and faculty of each school have the obligation to maintain an environment conducive to the free exchange of ideas. This is not to be construed to mean that students will not be graded for their acquisition of information, its organization into useful systems, and generalizations or conclusions drawn from it.

Students are permitted to express themselves, as long as the expression does not materially and substantially disrupt the operation of the school, is not vulgar, obscene or profane, and otherwise complies with the law, board policy, District regulations and school rules.

Obscene, vulgar and profane expressions of any kind and any expression that advertises or promotes directly or indirectly the use of drugs, alcohol or tobacco are prohibited.

No form of expression shall interfere with the rights of others to express themselves or with the conduct of school, classroom and transportation activities.

Right to Due Process
All students have the right to due process in all matters of student discipline. Due process procedures specific to suspensions and expulsions are set forth on Page 33.

Right to Assemble
School sponsored activities and meetings (student government, pep rallies, etc.) are scheduled to take place during the school day. In addition, students shall be given the opportunity to organize and hold student meetings at reasonable times, other than during those hours when classes are being held. Such gatherings must not materially and substantially disrupt the operation of the school, endanger the safety of any person, or violate any law, District policy or school rule.

Student Exercise of Rights and Privileges
Any student who believes his/her rights have been violated should immediately notify appropriate school personnel (teacher, counselor or building administration).

Each student is responsible for moderating his/her own exercise of rights and privileges so as not to disrupt the educational program, school activities or infringe on the rights of others.
Students may present a formal complaint or grievance regarding one (1) or more of the following:

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

Provided that:

- The topic is not the subject of disciplinary or other proceedings under other policies and regulations of this District, and
- The procedure shall not apply to any matter for which the method of review is prescribed by law, or the Governing Board is without authority to act.

The guidelines to be followed are:

- The accusation must be made within thirty (30) calendar days of the time the student knew or should have known that there were grounds for the complaint/grievance.
- The complaint/grievance shall be made only to a school administrator or professional staff member.
- The person receiving the complaint will gather information for the complaint form.
- All allegations shall be reported on forms with the necessary particulars as determined by the Superintendent. *Forms are available in the school office.*
- The person receiving the complaint shall preserve the confidentiality of the subject, disclosing it only to the appropriate school administrator or next higher administrative supervisor or as otherwise required by law.

Any question concerning whether the complaint/grievance falls within this policy shall be determined by the Superintendent.

Complaints by middle or high school students may be made only by the students on their own behalf. A parent or guardian may initiate the complaint process on behalf of an elementary school student under this policy. A parent or guardian who wishes to complain should do so by completing the forms following Policy KE on Public Concerns and Complaints.

A complaint/grievance may be withdrawn at any time. Once withdrawn, the process cannot be reopened if the resubmission is longer than thirty (30) calendar days from the date of the occurrence of the alleged incident. False or unproven complaint documentation shall not be maintained.

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

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

A.R.S. § 15-341, Governing Board Policy Sections 10.1, 11.1, 11.10, 11.11


**STUDENT RESPONSIBILITIES**

All students have the responsibility to:

- Attend school to receive an education.
  - Schools cannot educate students who do not attend. Students must attend school daily unless ill or legally excused.
- Be on time for all classes.
  - Students who enter a classroom after a lesson has begun are interfering with the rights of others to learn and study. Punctuality is a habit that students must develop if they are to be successful in the world of work.
- Come to class with necessary materials.
  - A teacher should not have to delay instruction because a student comes to class unprepared. This interferes with the rights of others to learn and study.
- Complete all in-class and homework assignments and meet all deadlines.
  - The full responsibility for student learning does not rest solely with the teacher. Education cannot be effective unless students participate in class and complete all assignments.
- Obey school rules and school personnel.
  - No one has the right to interfere with the education of others. Rules are designed to allow a school to meet its obligation to educate students. Students are required to obey and be courteous to everyone who works in our schools.
- Cooperate with school staff.
  - Every community depends upon its citizens to uphold the rules by which everyone has agreed to live. Students have the responsibility to provide truthful information when asked by school authorities.
- Respect the person and property of others.
  - Respecting the rights and properties of others and demonstrating personal integrity should guide student behavior at school, on the way to and from school, and school sponsored events. Always be a “good neighbor.”
- Respect public property.
  - Schools are a community investment and resource for young people. People who damage school property will be held responsible.
- Ensure that school correspondence to parents reaches home.

**STAFF RESPONSIBILITIES**

When a Dysart employee observes a student engaged in behavior that violates District policy, the employee is instructed to intervene, either by requesting the unacceptable behavior cease or by immediately reporting the incident to the administration. Whenever the school administrator becomes aware of a report from a staff member, prompt and effective action to resolve the problem will be taken. When disciplinary action is appropriate, it shall be according to an established discipline plan. The assistance of the home, other educational supportive services and other professional community agencies may be utilized. Each teacher will have a discipline plan for his/her classroom. When a student's actions go beyond that which the teacher can effectively control using his/her plan, the student will be referred to the administration. Students who break rules outside of the classroom may be referred directly to the administration or its designee.

**LAW ENFORCEMENT**

The District may notify appropriate law enforcement agencies of violations of the law.
# STUDENT AND STAFF SELF-DEFENSE

**Student Use of Physical Force in Self-Defense**

Reasonable use of physical force in self-defense and defense of others will be considered as a mitigating factor in determining penalties for misconduct. The threat or use of physical force by a student is **not** reasonable:

(i) When made in response to verbal provocation alone;

(ii) When seeking or obtaining assistance from a school staff member is a reasonable alternative;

(iii) When the student has a reasonable opportunity to remove him/herself from the situation or otherwise flee;

(iv) When the degree of physical force used is disproportionate to the circumstances, or exceeds that necessary to avoid injury to oneself or to others.

**Use of Physical Intervention by Supervisory Personnel**

Any administrator, teacher or other school employee entrusted with the care and supervision of a minor may use reasonable and appropriate physical intervention upon the minor to the extent reasonably necessary and appropriate to maintain order. Use of physical intervention shall not be construed to constitute corporal punishment within the meaning above. Similar physical intervention will be appropriate in self-defense, in the defense of other students and school personnel.
**ELECTRONIC DEVICES**

When a student brings cell phones or other electronic devices (see definition) to school, please remember:

1. When using a mobile device to access internet, students are required to connect using the district's K-12 or DUSD Private network, but all access must be in accordance with the Acceptable Use Policy.

2. The District is **NOT** responsible for the loss, damage and/or theft of any of these types of devices.

3. The devices must not be used from bell to bell during instructional time or in violation of other behavioral infractions as outlined in the disciplinary procedures section of this handbook, unless otherwise directed by a staff member for instructional purposes or for use as an educational resource.

4. Misuse of electronic devices may result in consequences outlined in the discipline matrix.

5. Disciplinary consequences will be assigned to any student who is in violation of the Internet and E-mail User Agreement.

### Electronic Devices Grade Level Expectations

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<th>Description</th>
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<tr>
<td>The devices must not be used from bell to bell during instructional time or in violation of other behavioral infractions as outlined in the disciplinary procedures section of this handbook.</td>
</tr>
<tr>
<td>Within the instructional day, school staff member(s) may direct student use of electronic devices for instructional purposes or as educational resources.</td>
</tr>
<tr>
<td>Other use of electronic devices, including unauthorized video/sound recordings, may be considered misuse and may result in consequences as outlined in the disciplinary matrix.</td>
</tr>
<tr>
<td>Any violation of the Internet and Email User Agreement will result in disciplinary consequences.</td>
</tr>
<tr>
<td>Examples of misuse include, but are by no means limited to: text or other electronic messages that contain harassment, bullying, threatening, intimidation, hate/bias, extortion, endangerment, gang activity, instigation, sale/distribution of any prohibited substances or items, sexual harassment; electronic images or access to any of the above as well as to any access in violation of sexual materials or sexual misconduct; unauthorized video/sound recordings.</td>
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</table>

**BICYCLES, ETC.**

Schools **WILL NOT** store skateboards, scooters, rollerblades, etc. in the office or classroom areas. If a student chooses to use this mode of transportation to/from school, the item must be able to be secured with a locking mechanism in the bike rack area. Bicycles must also be secured in the bike area. The school will not be responsible for the loss or theft of any of these items. Students are expected to follow all local laws when traveling to and from school and are encouraged to wear appropriate safety equipment. Bicycles and scooters must be walked in crosswalks and once on the school grounds. Skateboards, rollerblades, etc. must be similarly carried.

Motorized vehicles including scooters are not allowed at any time per Municipal Code is 54-55.
MEDICATIONS

All prescriptions and over-the-counter medications must be stored in the Health Office. Forms are available in the Health Office if prescription medications are needed during the school day. Prescription medication must be in a pharmacy labeled, original container with name of student, medication name and dose with specific instructions on how to administer on package. Over the counter medication, brought in by a parent/guardian, must be in an unopened, original container with the student's name on it.

All medications must be brought in by a parent/guardian; the appropriate forms must be completed and signed before any medication is given.

The student Health History form must be completed and signed in order to provide a student with (stocked) over the counter medication (see form for list). Over the counter medications are given to students at the end of the school day ONLY if the parent has been contacted and given verbal and written consent. End of school parameters for grades K-8 are four hours prior to dismissal; for high school one hour prior to dismissal.

Unless specifically authorized by a Primary Care Provider and approved by administration, students are not to be in possession of any medication; please contact the health office for further information.

Notice: Medication may not be shared with others. Failure to follow these rules could lead to consequences, including suspension or expulsion.

GANGS

Gangs that initiate, advocate or promote activities that threaten the safety or well-being of persons or property on school grounds or disrupt the school environment are harmful to the educational process. A Gang is an activity or affiliation of an ongoing, loosely organized association of two or more persons, whether formal or informal, that has a common name, signs, symbols or colors, and whose members engage, either individually or collectively, in gang activity. The use of hand signals, graffiti, pictures, drawings, etc., or the presence of any apparel, jewelry, accessory, or manner of dress or grooming that, by virtue of its color, arrangement, trademark, symbol, or any other attribute that indicates or implies membership or affiliation with such a group is prohibited because of the disruption to educational activities that results from such activities or dress. It is the District's position that such activities and dress also present a clear and present danger to other District students and to District staff members.

Any activity involving initiation, hazing, intimidation, assault or other activity related to group affiliation that is likely to cause or does cause bodily danger, physical harm, or personal degradation or disgrace resulting in physical or mental harm to students or others is prohibited.

Any student wearing, carrying or displaying gang paraphernalia and/or exhibiting behavior or gestures that symbolize gang membership, or causing and/or participating in activities that intimidate or adversely affect the educational activities of another student, or the orderly operation of the schools, shall be subject to disciplinary action.

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

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

Definitions

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

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

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

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

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

Anyone who believes that harassment, bullying or hazing has occurred should report the behavior to a teacher, counselor, school nurse or school administrator. Bullying reporting forms are located on the district website, and available at the front office of every campus.

**Right to Freedom from Harassment/Bullying**

Students may expect to be provided with an atmosphere free from harassment. Any student who is subjected to harassment from other students, visitors or school staff, should immediately inform a teacher, principal, assistant principal or assistant superintendent. In accordance with the state's anti-bully laws, students may make confidential reports of harassment, intimidation or bullying to any school employee or via Dysart's Safe Schools Hotline 623-876-7009. Parents are also welcome to submit written reports on incidents to administrators. All school staff are required to report suspected harassment, intimidation or bullying.

The District will neither allow nor tolerate retaliation in any form by any employee, student or others against any complaining employee, student or corroborating witness. Likewise, students who knowingly submit false reports of bullying, harassment or intimidation will face consequences.
To help students, parents and community members report threats, bullying or other criminal actions, Dysart Unified School District has established a Safe Schools Hotline. A message may be left on the hotline 24/7. The hotline number is 623-876-7009. All members of our community - including students - are urged to play an active role in school safety by reporting all threats, bullying situations, violent acts, or other similar behavior for investigation by school and law enforcement officials.

HAZING

There shall be no hazing, solicitation to engage in hazing, or aiding and abetting another who is engaged in hazing of any person enrolled, accepted for or promoted to enrollment, or intending to enroll or be promoted to schools within twelve (12) calendar months. For purposes of this policy, a person as, specified above, shall be considered a "student" until graduation, transfer, promotion or withdrawal from the school.

Definitions

"Hazing" means any intentional, knowing or reckless act committed by a student, whether individually or in concert with other persons, against another student and in which both of the following apply:

- The act was committed in connection with an initiation into an affiliation with or the maintenance of membership in any organization that is affiliated with an educational institution.
- The act contributes to a substantial risk of potential physical injury, mental harm or degradation, or causes physical injury, mental harm or personal degradation.

"Organization" means an athletic team, association, order, society, corps, cooperative, club, or similar group that is affiliated with an educational institution and whose membership consists primarily of students enrolled at that educational institution.

It is no defense to a violation of this policy if the victim consented or acquiesced to hazing.

In accordance with statute, violations of this policy do not include either of the following:

- Customary athletic events, contests or competitions that are sponsored by an educational institution.
- Any activity or conduct that furthers the goals of a legitimate educational curriculum, a legitimate extracurricular program or a legitimate military training program.

All students, teachers and staff shall take reasonable measures, within the scope of their individual authority, to prevent violations of this policy.

Reporting/Complaint Procedure

Students and others may report hazing to any professional staff member. Professional staff members must report the incident to the school administrator or next higher administrative supervisor, in writing, with such details as may have been provided. A failure by a staff member to timely inform the school administrator or next higher administrative supervisor of a hazing allegation or their observation of an incident of hazing may subject the staff member to disciplinary action in accordance with school policies. The staff member shall preserve the confidentiality of those involved, disclosing the incident only to the appropriate school administrator or next higher administrative supervisor or as otherwise required by law. Any instance of reported or observed hazing, which includes possible child abuse or violations of statutes known to the staff member, shall be treated in accordance with statutory requirements and be reported to a law enforcement agency.
A person who complains or reports hazing may do so directly to the school administrator or to a professional staff member. The professional staff member receiving the report/complaint shall retrieve sufficient detail from the person to complete the form designated for such purpose. At a minimum, the report/complaint shall be put in writing, containing the identifying information on the complainant and such specificity of names, places and times as to permit an investigation to be carried out. When a professional staff member receives the information, the staff member will transmit a report to the school administrator or supervising administrator not later than the next school day following the day the staff member receives the report/complaint.

The report/complaint will be investigated by the school administrator or a supervising administrator. The procedures to be followed are:

- An investigation of the reported incident or activity shall be made within 10 school days when school is in session or within 15 days during which the school offices are open for business when school is not in session. Extension of the timeline may only be by necessity as determined by the Superintendent.

- The investigator shall meet with the person who reported the incident at or before the end of the time period and shall discuss the conclusions and actions to be taken as a result of the investigation. Confidentiality of records and student information shall be observed in the process of making such a report.

- The investigator shall prepare a written report of the findings, and a copy of the report shall be provided to the Superintendent.

All violations of this policy shall be treated in accordance with the appropriate procedures and penalties provided for in school policies related to the conduct and discipline of students, staff, and others.
SCHOOL CLUBS/ACTIVITIES GUIDELINES

It is necessary to have all school activities function within a realistic framework of control, guidelines and adherence to academic and behavioral expectations. In addition, school clubs and activities should not be placed as a higher priority than the academic program or the behavioral expectations. The following guidelines and expectations are in alignment with and in addition to the expectations outlined in the Athletic Code of Conduct Handbook:

ACADEMICS

- All students who participate in extracurricular activities, including clubs, must maintain passing grades in all subjects and/or in all classes in which that student is enrolled. The expectation for passing grades would commence upon tryouts/running for any office/or at the beginning of any process of selection for the club or extracurricular activities.
- If a student has a failing mark in any class, he/she is placed on a pending eligibility list and notification is provided to the parents and activity sponsor.
- If the student is still failing at the next two week notice, that student will be placed on an ineligibility list and allowed to attend meetings but NOT PARTICIPATE IN ANY CLUB/ACTIVITY-SPONSORED EVENT until the student receives a passing grade. Notification is sent to the parents and activity sponsor.
- Ineligibility shall be determined at the conclusion of each two-week period to be reported on Fridays and any change in eligibility status shall begin on the next Monday following the last day of the previous eligibility period.
- Failure to raise a failing grade twice in the same class during the club or activity period will result in the removal from the activity for the remainder of the academic quarter for K-8 schools and for the remainder of the academic semester for high schools.
- Appeal procedures will be outlined in the club/activity by-laws.

BEHAVIOR

- All behavioral and disciplinary infractions outlined in the DUSD Student and Parent Handbook shall apply to students when they choose to participate in any club or extracurricular activity including when the event or activity does not take place on school grounds.
- Consequences for violating any of the infractions outlined in the handbook or otherwise referred to in the handbook will apply to students while they are participating in the club or extracurricular activity and will commence upon tryouts/running for any office/or at the beginning of any process of selection for the club or extracurricular activities.
- In addition to consequences for violating any of the infractions outlined in the handbook or otherwise referred to in the handbook, student participants may also be suspended or removed from club or extracurricular activity.
- Behavioral infractions that are otherwise considered civil or criminal offenses will be reported to the authorities and handled by the school administration in a manner consistent with the handling of such situations during the regular instructional day.
- If a student is suspended from school and/or absent from school during the time when a disciplinary investigation is occurring, the student may not participate in any club or extracurricular activities.
• Any appeal of the disciplinary consequences imposed on a student while he/she is a member of a club/activity, shall follow the appeal procedures outlined in the Student and Parent Handbook when the consequences are related to the academic day.

• When consequences apply to participation in the club/activity, the appeal processes will be outlined in the club/activity by-laws.

**SPORTSMANSHIP RULE**

• Students who desire to participate in or who are participating in clubs or extracurricular activities are expected to demonstrate good sportsmanship and citizenship at all times. Students who do not do so, may lose club membership and/or the privilege of participating in the extracurricular activity.

• Students who are removed/ejected/asked to leave any club or extracurricular sponsored activity due to behavior that is indicative of unsportsmanlike conduct, will not be allowed to participate in at least the next sponsored activity, and according to other discipline imposed, may be ineligible from all participation in that particular club/extracurricular activity for the remainder of the academic quarter for K-8 schools and for the remainder of the academic semester for high schools.

• Students are expected to adhere to the Six Pillars of the Character Education Program as well as abide by all District expectations for tolerance, diversity and a bully-free environment.

**FUNDRAISING AND STUDENT TRAVEL**

There may be opportunities for students to participate in fieldtrips or other extracurricular/athletic activities outside of the normal school day. Such opportunities are often presented to students with an understanding that additional fees and/or conditions for their participation may be required. As such, students may be asked to participate in fundraising campaigns. All fundraising is done on behalf of the club/extracurricular activity/fieldtrip and will benefit the club/extracurricular activity/fieldtrip as a whole and not be attributed to any one participant. Likewise, there is no minimum sales requirement for participants. The expectation of a monetary contribution from students, for student travel, is not to exceed $100 (per event) for high school students and $50 (per event) for students in grades K-8. If a student has an extenuating circumstance and cannot meet the monetary expectation, the issue should be brought to the attention of the school site administration. As with all school-sponsored events, expectations for academic eligibility and behavioral guidelines will be adhered to.

**DEFINITIONS**

Throughout this handbook, unless the context otherwise requires, the following definitions apply:

**Aggravated Assault** is an assault (as defined below) accompanied by circumstances that make the situation severe, such as the use of a deadly weapon or dangerous instrument; causing serious physical injury to another; committing the assault knowing, or having reason to know, the victim is a peace officer or a school staff member engaging in a school-related activity.

**Alcohol Use/Possession/Distribution/Sale** includes any intoxicating element. Sale or Distribution of Alcohol is the attempt or act of offering, selling, trading, procuring or distributing (with or without compensation) alcohol on District property, at a District-sponsored event, or on District-provided transportation.

**Arson** is knowingly damaging a structure or property (either occupied or unoccupied) by causing a fire or explosion.
Discipline Procedures 2014-2015

Assault is (1) intentionally, knowingly or recklessly causing any physical injury to another person; (2) intentionally placing another person in reasonable apprehension of imminent physical injury; or (3) knowingly touching another person with the intent to injure, insult or provoke such person.

At School includes time in a school building, on school property (school parking area, play area, etc.) or school bus. Includes activities happening in school buildings, on school buses and at places that are holding school-sponsored events or activities. This includes on the way to or from school.

Bullying is repeated acts over time that involve a real or perceived imbalance of power, with the more powerful child or group attacking those who are less powerful. Bullying may be physical in form (i.e., pushing, hitting, kicking, spitting, stealing); verbal (i.e., making threats, taunting, teasing, name-calling); or psychological (i.e., social exclusion, spreading rumors, manipulating social relationships).

Bus Misconduct includes any inappropriate conduct at bus stops, while riding buses, or in the process of boarding or disembarking from a bus. Definitions for infractions that might occur at school apply equally to infractions that might occur on school buses.

Cheating or Plagiarism includes the act of intentionally using information or property of another, or knowingly sharing academic information to gain an unfair advantage. To steal and pass off the ideas or words of another as one's own.

Computer Tampering/Misuse is altering, damaging, deleting or destroying a computer, computer hardware or software; introducing a computer contaminant into any computer, or network; causing the disruption of a computer or network; using a computer or computer system to threaten, alarm, harass or cause another person to suffer substantial emotional distress; or using Dysart technology for uses outside of legitimate educational purposes.

Dangerous Instruments Use/Possession/Distribution/Sale include items that are used, attempted or threatened to be used, and/or is readily capable of causing physical injury to any person. Sale or Distribution of Dangerous Instruments is the attempt or act of offering, selling, trading, procuring or distributing (with or without compensation) dangerous instruments on District property, at a District-sponsored event, or on school-sponsored transportation.

Death Threat is the act of stating an intended action whether written, oral or electronic that could cause death.

Defiance is intentionally resisting or disregarding the authority of District personnel. This includes, but is not limited to, the failure to respond to a reasonable request, or the refusal to identify self when requested to do so.

Disorderly Conduct is any act which substantially disrupts the orderly conduct of a school function, or behavior which substantially disrupts the orderly learning environment.

Disrespect is treating District personnel or any others with contempt or rudeness.

Disruption is creating disturbances in class, on campus or at school-sponsored events. Continual or repeated disruptions may warrant more severe consequences.

District Sponsored Event is any event that is sponsored or supervised by the District or District personnel either on or off campus.

Dress Code is the act of non-compliance with the established student dress code guidelines.

Drug Use/Possession/Distribution/Sale includes the act of using, possessing and/or distributing chemical substances, narcotics, prescription or non-prescription medications, inhalants, controlled substances or
substances that students represent to be chemical substances, narcotics or controlled substances. Over-the-counter, non-prescription pharmaceuticals fall into this definition, unless the student has complied with the District's policy for such medication. Medication for cessation of smoking needs to be checked through the health center; otherwise, it will result in being considered a drug. Supplements and/or nutritional supplements shall be considered a look-a-like drug. The term "drugs" includes anything that looks like drugs or which is presented as drugs. Drug residue is also considered a "drug." Sale or Distribution of Drugs is the attempt or act of offering, selling, trading, procuring or distributing (with or without compensation) drugs on District property, at a District-sponsored event, or on District-provided transportation. Medical marijuana card holders may be subject to discipline if the student fails to comply with related laws and/or statutes.

**Drug/Tobacco Paraphernalia Use/Possession/Distribution/Sale** includes any apparatus or equipment used, including anything that looks like apparatus or equipment used or that can be used in the act of smoking. (Examples include, but are not limited to: rolling papers, pipes, electronic cigarette devices, matches and lighters.) Also includes any items which are used to store, package or maintain any drug or tobacco substances. If any such paraphernalia includes drug or tobacco residue, the residue will be considered a drug or tobacco pursuant to the definitions for each. Sale or Distribution of Paraphernalia is the attempt or act of offering, selling, trading, procuring or distributing (with or without compensation) on District property, at a District-sponsored event or on District-provided transportation.

**Electronic Devices** include cell phones, hand-held devices, media players or other electronic items. These items must be in the off position and not be displayed for use during the school day from bell to bell, unless otherwise directed by a staff member for instructional purposes or for use as an educational resource. Electronic Devices may not interfere with the learning, safety or well-being of others. The District is not responsible for the loss, damage and/or theft of any of these types of devices.

**Endangerment** is recklessly or intentionally creating, engaging in, encouraging or failing to report any potential unsafe, dangerous or hazardous situation. Endangerment can include a risk to the health, safety and welfare of students and staff. Endangerment can include risk of injury, harm and death. Consequences depend on the potential severity of the endangerment. Consequences depend on the direct or indirect involvement of the endangerment, including acting as an accessory.

**Expulsion** is the permanent removal of a student from school and District. Expulsion requires action by the Governing Board.

**Extortion** is the act of knowingly obtaining or seeking to obtain property or services, or causing or seeking to cause another to act in a manner, by means of a threat to do any of the following: (1) cause physical injury; (2) cause damage to property; (3) engage in illegal conduct; or (4) make false accusations.

**Fighting** is when two or more persons engage in any violence toward each other in an angry or quarrelsome manner. (Note: refer to page 6 for conditions of self-defense)

**Firearm Use/Possession/Distribution/Sale** is any weapon that is designed to (or may be readily converted to) expel a projectile by an explosive, or by the action of an explosive. This includes guns, bombs, grenades, mines, rockets, missiles, pipe bombs, firearms or similar devices designed to explode and capable of causing bodily harm or property damage. Sale or Distribution of Firearms is the attempt or act of offering, selling, trading, procuring or distributing (with or without compensation) on District property, at a District-sponsored event, or on District-provided transportation.

** Forgery/Falsification** is the act of falsely or fraudulently marking or altering a document or a verbal, written or electronic communication, or any verbal or written communication that is intentionally false or fraudulent (i.e., dishonesty or lying).
Gambling is to risk money or anything of value on the outcome of anything involving chance.

Gang Activity is an activity or affiliation of an ongoing loosely organized association of two or more persons, whether formal or informal, that has a common name, signs, symbols or colors, and whose members engage, either individually or collectively, in gang activity.

Harassment is the persistent or repeated annoying or tormenting of another.

Hate/Bias Related Incidents is any written, oral, physical or electronic communication that one could reasonably conclude was motivated, in whole or in part, by the perpetrator's bias or attitude against an individual victim or group based on perceived or actual personal characteristics. Examples of bias/hate related incidents include age, ancestry or ethnicity, disability, economic status, gender, height or weight, immigration or citizenship status, marital status, race, religion or religious practices, or sexual orientation.

Hazing is any intentional, knowing or reckless act committed by a student, whether individually or in concert with other persons, against another student, committed in connection with an initiation into an affiliation or membership in any organization, that is affiliated with an educational institution or when the act contributes to a substantial risk of potential physical injury, mental harm or degradation, or causes physical injury, mental harm or personal degradation.

Horseplay/Roughhousing includes rough, boisterous play or behavior.

Instigation includes provoking, antagonizing or failing to report a fight or other dangerous, inappropriate situations. Spreading rumors, harmful gossip and social media posting are also considered forms of instigation.

Insubordination is being disobedient, refusing to identify self, or failing to follow the directions of authority of a school, a District staff member or an individual placed in authority by the school or the District (i.e., volunteers).

Loitering is when a person is intentionally present on school grounds, after a reasonable request to leave, does not have any specific reason for being there, or does not have written permission to be there from anyone authorized to grant permission.

Long-Term Suspension is a suspension from school for more than 10 days. Due process rights shall be extended to any student suspended.

Other Firearm Use/Possession/Distribution/Sale (other than handguns, rifles or shotguns) is any weapon (including a starter gun) which will, is designed to, or may readily be converted to expel a projectile. This includes expelling of the frame or receiver of any weapon described above, any firearm muffler or firearm silencer, any explosive, incendiary, or poison gas, bomb, grenade, mine or similar device or any weapon which will or which may be readily converted to expel a projectile. Distribution/Sale is the attempt or act of offering, selling, trading, procuring or distributing (with or without compensation) on District property, at a school or District-sponsored event or on District-provided transportation.

On-Campus Reassignment (OCR) is when a student is assigned to remain in a classroom/specified location for the entire school day or for specified periods. The student will work on school assignments, while supervised by a staff member. Students may be assigned an OCR for various infractions, which are assigned at the discretion of the building-level administrator. In the Discipline Matrix portion of this handbook, an underlined infraction indicates that an administrator may opt to use an on-campus reassignment as a possible disciplinary action in lieu of off-campus suspension (SUS).
Organization includes an athletic team, association, order, society, corps, cooperative, club or similar group that is affiliated with an educational institution and whose membership consists primarily of students enrolled at that educational institution.

Physical Aggression is the act of tussles, minor confrontations, pushing, shoving or other physical provocation.

Public Display of Affection is the act of kissing, hugging, fondling or touching in public that is beyond casual contact and which creates, or has the potential to create, a disturbance.

Robbery is the taking, or attempting to take, any property of another from his person or immediate presence and against his will. Such person threatens or uses force against any person with intent to either coerce surrender of property, or to prevent resistance to such person taking or retaining property.

Sale/Distribution of Personal Property is the attempt or act of offering, selling, trading, procuring or distributing (with or without compensation) personal property or services on District property, at a school or District-sponsored event or on District-provided transportation.

School Day includes a day in which school classes/activities are in session in school buildings, on school grounds, and places that are holding school sponsored events/activities. This also includes the time of school bus rides, on the way to or from school.

School Grounds/Property includes the school building and immediate grounds, school transportation, stadiums, gymnasiums and other facilities.

Serious Offense is any offense that results in discipline that removes a student from one or more classes during any given school day.

Sexual Harassment is discrimination based on gender that includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature made by one individual to another and/or that might contribute a substantial risk of mental harm or personal degradation (Sexual: relating to, affecting, or typical of sex, the sexes, or the sex organs and their functions; implying or symbolizing erotic desire or activity.) This violation includes, but is not limited to lewd comments, any language that is sexually demeaning and/or that might contribute a substantial risk of mental harm or personal degradation.

Sexual Materials include pictures, devices or electronic images that contain nudity or represent sexual activity that is offensive or disturbs the educational environment.

Sexual Misconduct includes, but is not limited to, indecent exposure, consensual participation in any sexual act involving physical contact, touching private areas, depantsing (pulling pants down or off), pulling at another's underclothing, possession or distribution of pornographic materials.

Short-Term Suspension is a student's removal from school for one to ten days, but not to exceed 10 days. Students may be suspended from school by administrators, the District Superintendent, and/or other administrative officials granted this power by the District's Governing Board.

Staff is any employee of Dysart Unified School District who works as an employee of the District (i.e., teacher, bus driver, coach, etc.). This shall also include approved volunteers for the District.

SUS is the disciplinary code for a suspension. Suspensions may be in-school or out-of-school suspensions.

Tardy is the failure to be at a designated location at a specified time. This could include arriving to school late or leaving school early. Once a student has more than three tardies (excused or unexcused) in a semester,
consequences will be assigned. After three tardies, the only allowable excused tardies are those that have supporting documentation.

**Technology Misuse** is the failure to use hardware, software, electronic devices, web pages and networks for the intended educational use or in a manner that causes disruption at a campus or any District facility, including proxy use.

**Theft** is the taking of property that belongs to another without personal confrontation, threat, violence or bodily harm. Theft does not include confiscation by school authorities of property not permitted at the school.

**NOTE:** The District is **NOT** responsible for the loss, theft or damage of ANY personal items brought to school, including but not limited to, musical instruments, radios, headphones, cell phones, iPods, iPads, (any and all electronic devices), bicycles, etc. Any loss, theft or damage to any personal items will not be covered by District liability insurance.

**Threat Assessment Team (TAT)** is a trained team of school personnel who convene to collect student information in order to make the most appropriate decision with regards to consequences, resources, placement or other decisions in the best interest of the child and the school as a whole. Any infraction at any level of offense could result in a TAT.

**Threatening/Intimidating Behavior** is the act of negatively using or applying a real or perceived imbalance of power to frighten, compel, deter or otherwise threaten or intimidate through actual or implied behaviors. Repeated acts of Threatening/Intimidating shall be considered Bullying.

**Tobacco Use/Possession/Distribution/Sale** includes use, possession of tobacco products of any kind (i.e., cigarettes, cigars, electronic cigarettes or other similar devices), as well as smokeless tobacco (i.e., dip, chew, snuff, twist). Tobacco residue/butts/etc. will also be considered tobacco under this definition. Sale or Distribution of Tobacco is the attempt or act of offering, selling, trading, procuring or distributing (with or without compensation) on District property, at a District-sponsored event, or on District-provided transportation.

**NOTE:** Possession by any person of tobacco products on K-12 public, charter or private school grounds, buildings, parking lots, playing fields and vehicles, and at off-campus school-sponsored events, is a criminal offense.

**Trespass** is when a person enters upon, or in, school property without legal justification or without the implied or actual permission of the administration.

**Truancy** is an unexcused absence for at least one class period during the school day or when a student is absent from school during the hours school is in session, unless excused pursuant to A.R.S. § 15-802.

**Unauthorized Absence/Truancy/Leaving Campus without Authorization** is also known as ditching or skipping class/school. Dysart schools are closed campuses which means that students must remain on the school campus, attend all assigned classes and lunch periods unless otherwise authorized by school administration.

**Under the Influence** is the result of consumption of alcohol or drugs, which may or may not affect a student's behavior or change in mood.

**Vandalism/Destruction of Property** is the willful act of defacing or destroying any building, fixture, vegetation or property (personal or school) either intentionally or unintentionally.

**Vehicle Violations** include improper driving or parking of a vehicle on school District property without permission, parking in prohibited areas, and/or improper driving to or from campus.
Verbal Abuse/Profanity/Obscenity is the use of profanity or any derogatory language written or stated publicly.

Verbal Abuse/Profanity/Obscenity to an Adult is the use of profanity or any derogatory language written or stated publicly to an adult.

Weapon - Simulated Use/Possession/Distribution/Sale is an instrument displayed or represented as a weapon, including toys that resemble weapons. Look-alike weapons, including, but not limited to, toy guns, water guns, replica non-guns, and air-soft guns firing nonmetallic projectiles. Sale or Distribution of Simulated Weapons is the attempt or act of offering, selling, trading, procuring or distributing (with or without compensation) on District property, at a District-sponsored event, or on District-provided transportation.

Weapon Use/Possession/Distribution/Sale includes (but not limited to) a bomb, firearm, other firearm, gun, revolver, pistol, dagger, dirk, stiletto, knife with a blade over 2 ½" in length, pocket knife opened by a mechanical device, iron bar, brass knuckles, chains, billy clubs, Chinese stars, or any incendiary devices. A firearm is any weapon that is designed to (or may be readily converted to) expel a projectile by an explosive, or by the action of an explosive. This includes guns, bombs, grenades, mines, rockets, missiles, pipe bombs, firearms or similar devices designed to explode and capable of causing bodily harm or property damage. Any BB, paint-ball, pellet-firing, dart, or any other air gun that expels a projectile through the force of air pressure or expanding gases. Distribution/Sale is the attempt or act of offering, selling, trading, procuring or distributing (with or without compensation) a weapon on District property, at a school or District-sponsored event or on District-provided transportation.

Arizona Revised Statutes References - (A.R.S.):

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**CLASSROOM MANAGEMENT PLAN**

All teachers will work collaboratively with fellow teachers to develop a classroom management plan that is approved by the school administration and communicated to students and parents. The plan will include procedures for addressing common classroom behavioral concerns. It will also include consequences, some of which are listed below. When positive behavioral change is not occurring under the classroom plan or when the offense is immediately serious, a disciplinary referral to the school administration will be generated by the teacher or staff member.
Informal Talk
A teacher, school administrator or designee will talk with the student, describing the inappropriate behavior and informing the student of acceptable behavior. The parent may be notified.

Discipline Conference with Student
A conference is held with the student and the teacher or school staff member to discuss the inappropriate behavior and discuss/develop a plan for changing the student’s behavior. The parent may be notified.

Time-Out
Classroom teachers may use a technique similar to the alternative learning classroom imposed by the school administrator. In time-out, the student is assigned, by the teacher, to a supervised location isolated from his/her classmates. Time-out generally will not exceed 30 minutes.

Conference With Parent
The parent is asked to attend a conference with the student, school administrator and other educators to develop a plan for changing the student’s inappropriate behavior.

Restriction of Privileges
Inappropriate behavior may result in a restriction of a student’s privilege to participate in playground, cafeteria, common areas or specific special activities. The parent will be notified. For example, a teacher may assign and monitor his/her own after school detention, lunch or recess detention.

Removal From Classroom (in extreme circumstances)
State law allows a classroom teacher to remove a certain disruptive student from the classroom and request that a staff committee determine whether the student should return or be reassigned to another classroom. (Board Policy Section 10.42 Student Discipline Policy & Procedures and A.R.S. § 15-841.A.2)

Administration Resolution Options

Removal from Promotion/Graduation Ceremony
Administration may not allow a student to participate in optional promotional ceremonies due to inappropriate student behavior. This includes participation in the senior commencement ceremony, eighth grade promotion ceremony, awards assemblies and ceremonies, and any other event where student participation is voluntary.

Denial of Bus-Riding Privileges
A school administrator may deny bus-riding privileges for inappropriate/disruptive behavior. The parent will be notified prior to the denial taking place.

Restitution (Liability)
Under Arizona law, parents may be responsible for damage to, or theft of, school property done by their child (including textbook and/or library book or other school issued equipment, damage or loss). Failure to comply with restitution consequences could result in the incident being submitted to a collection agency per Dysart District procedures.

On-Campus Reassignment
Temporary assignment to an on-campus reassignment (OCR) is an alternative to off-campus suspension. OCR may be imposed for part of a day or for one or more days. The student is removed from the regular classroom setting and is assigned to a location isolated from classmates. Class assignments will be given to a student placed in an OCR. The parent will be notified.
Behavior Contract
A conference will be held with the teacher, parent, student and administrator. A behavior contract will be written.

Short-Term Suspension
School administrators may suspend a student for 10 school days or less. The student will be informed of the alleged violation of school rules and be given an opportunity to respond. There is no right to appeal a short-term suspension to any person, other than the school principal. When the student’s behavior causes a danger to self or to others, an out-of-school suspension may be immediate. During any off-campus suspension, a student is not permitted on District property or at District functions/events. Classroom assignments will be provided, upon parent request, during a short-term suspension.

Long-Term Suspension
In addition to a short-term suspension, the school administrator may recommend to District-level administration that a long-term suspension be imposed. Suspensions exceeding 10 school days may be imposed following a due process hearing. The student and parent are informed of the District’s due process procedures. During any off-campus suspension, a student is not permitted on District property or at District functions/events.

Alternative School Assignment
At a formal due process hearing, it may be recommended that a student be placed in an alternative school setting during a long-term suspension.

Expulsion
Expulsion means the permanent withdrawal of the privilege of attending any school in the District, unless the Governing Board reinstates that privilege. A recommendation for expulsion will be made by a hearing officer after the appropriate due process hearing. Only the Governing Board can expel a student. The student’s parent will be notified, in writing, that expulsion is recommended. Notification will include instructions regarding due process procedures. During any expulsion, a student is not permitted on District property or at District functions/events.
# Disciplinary Procedures - Grades K-2

<table>
<thead>
<tr>
<th></th>
<th>1st Offense</th>
<th>2nd Offense</th>
<th>3rd Offense</th>
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</thead>
<tbody>
<tr>
<td>*Aggravated Assault</td>
<td>• Conference</td>
<td>• Three (3) Day SUS</td>
<td>• Five (5) Day SUS</td>
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<td></td>
<td>• Notify Parent</td>
<td>• Five (5) Day SUS</td>
<td>• Ten (10) Day SUS</td>
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<td></td>
<td>• Detention</td>
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<td>• One (1) Day SUS</td>
<td>• Ten (10) Day SUS</td>
<td>• Ten (10) Day SUS</td>
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<tr>
<td>*Arson (occupied/unoccupied)</td>
<td>• Up to Ten (10) Days SUS</td>
<td>• Long-Term SUS</td>
<td>• Expulsion</td>
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<td></td>
<td>• Restitution</td>
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<tr>
<td>*Assault</td>
<td>• Conference</td>
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<td>• Detention</td>
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<td>• Ten (10) Day SUS</td>
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<td>• One (1) Day SUS</td>
<td>• Three (3) Day SUS</td>
<td>• Ten (10) Day SUS</td>
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<tr>
<td>*Alcohol (use/possession/distribution/sale)</td>
<td>• Detention</td>
<td>• Five (5) to Ten (10) Day SUS</td>
<td>• Long-Term SUS</td>
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<td></td>
<td>• Up to Five (5) Day SUS</td>
<td>• Ten (10) Day SUS</td>
<td>• Expulsion</td>
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<td>Bullying</td>
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<td>• Five - Ten (5-10) Day SUS</td>
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<tr>
<td>Cheating or Plagiarism</td>
<td>• Conference</td>
<td>• Conference</td>
<td>• Conference</td>
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<td>• Detention</td>
<td>• Detention</td>
<td>• One (1) Day SUS</td>
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<tr>
<td>*Dangerous Instruments/Devices</td>
<td>• Conference</td>
<td>• Three (3) Day SUS</td>
<td>• Five (5) Day SUS</td>
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<tr>
<td>(use/possession/distribution/sale)</td>
<td>• Detention</td>
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<td>• One (1) Day SUS</td>
<td>• Three (3) Day SUS</td>
<td>• Ten (10) Day SUS</td>
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<tr>
<td>*Death Threat (with weapon/without weapon)</td>
<td>• Up to Ten (10) Day SUS Pending TAT</td>
<td>• Ten (10) Day SUS</td>
<td>• Expulsion</td>
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<td></td>
<td>• Conference</td>
<td>• Long-Term SUS</td>
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<td>• Notify Parent</td>
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<td>• Three (3) Day SUS</td>
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<td>*Disorderly Conduct</td>
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<td>• Notify Parent</td>
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<td>• One (1) Day SUS</td>
<td>• Three (3) Day SUS</td>
<td>• Ten (10) Day SUS</td>
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<td>*Disrespect/Defiance/Insubordination</td>
<td>• Conference</td>
<td>• Detention</td>
<td>• Five (5) Day SUS</td>
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<td></td>
<td>• Detention</td>
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<td>• Three (3) Day SUS</td>
<td>• Three (3) Day SUS</td>
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<td>Disruption</td>
<td>• Conference</td>
<td>• One (1) Day SUS</td>
<td>• Five (5) Day SUS</td>
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<td>• Detention</td>
<td>• Three (3) Day SUS</td>
<td>• Ten (10) Day SUS</td>
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<tr>
<td>Dress Code Violation</td>
<td>• Change Clothes</td>
<td>• Change Clothes</td>
<td>• Change Clothes</td>
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<td></td>
<td>• Notify Parent</td>
<td>• Detention</td>
<td>• Detention</td>
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<tr>
<td></td>
<td>• Conference</td>
<td>• Conference</td>
<td>• Conference</td>
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<tr>
<td>*Drugs (use/possession/distribution/sale)</td>
<td>• One (1) Day SUS</td>
<td>• Five (5) Day SUS</td>
<td>• Ten (10) Day SUS</td>
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<td></td>
<td>• Three (3) Day SUS</td>
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<td>• Ten (10) Day SUS</td>
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- An administrator may choose any or all of the consequences for any infraction.
- TAT = Threat Assessment Team
- The principal is the highest level of appeal for a suspension of 10 days or less.
**DISCIPLINE PROCEDURES – GRADES K-2**

<table>
<thead>
<tr>
<th></th>
<th>1st Offense</th>
<th>2nd Offense</th>
<th>3rd Offense</th>
</tr>
</thead>
</table>
| *Drug/Tobacco Paraphernalia*  
(use/possession/distribution/sale) | *Notify Parent*  
*Detention*  
*One (1) Day SUS*  
*Three (3) Day SUS* | *Five (5) Day SUS* | *Ten (10) Day SUS* |
| **Electronic Devices**     | *Student Pick-Up*  
*Notify Parent/Conf.*  
*Confiscation* | *Parent Pick-Up*  
*Confiscation* | *Parent Pick-Up*  
*Detention*  
*Confiscation* |
| **Endangerment**           | *Notify Parent*  
*Detention*  
*One (1) Day SUS* | *Three (3) Day SUS*  
*Five (5) Day SUS* | *Five (5) Day SUS*  
*Ten (10) Day SUS* |
| **Extortion**              | *One (1) Day SUS*  
*Three (3) Day SUS* | *Three (3) Day SUS*  
*Five (5) Day SUS* | *Five (5) Day SUS*  
*Ten (10) Day SUS* |
| **Fighting (with weapon/without weapon)**  
*Note: Please refer to section on Student and Staff Self Defense* | *One (1) Day SUS* | *Five (5) Day SUS* | *Ten (10) Day SUS*  
*Long-Term SUS* |
| *Firearms (use/possession/distribution/sale)*  
• mandatory TAT | *Expulsion* | *Three (3) Day SUS* | *Three (3) Day SUS* |
| **Forgery/Falsification**  | *Notify Parent*  
*Detention*  
*One (1) Day SUS* | *Three (3) Day SUS* | *Three (3) Day SUS* |
| **Harassment**             | *Mediation*  
*One (1) Day SUS* | *One (1) Day SUS*  
*Three (3) Day SUS* | *Three (3) Day SUS*  
*Five (5) Day SUS* |
| **Hate/Bias-Related Incidents** | *Conference*  
*Notify Parent* | *Conference*  
*Detention* | *One (1) Day SUS* |
| **Horseplay/Roughhousing** | *Conference*  
*Notify Parent*  
*Detention* | *Detention*  
*One (1) Day SUS*  
*Three (3) Day SUS* | *One (1) Day SUS*  
*Three (3) Day SUS* |
| **Instigation**            | *Up to Three (3) Day SUS* | *Three - Five (3-5) Day SUS* | *Five - Ten (5-10) Day SUS* |
| **Physical Aggression**    | *Conference*  
*Notify Parent*  
*Detention* | *Detention*  
*One (1) Day SUS*  
*Three (3) Day SUS* | *Three (3) Day SUS*  
*Five (5) Day SUS* |
| **Public Display of Affection** | *Warning*  
*Conference* | *Parent Conference* | *Parent Conference*  
*Detention* |
| **Robbery (with weapon/without weapon)** | *Five (5) Day SUS*  
*Restitution* | *Ten (10) Day SUS*  
*Restitution* | *Long-Term SUS*  
*Restitution* |

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### DISCIPLINE PROCEDURES – GRADES K-2

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<thead>
<tr>
<th></th>
<th>1st Offense</th>
<th>2nd Offense</th>
<th>3rd Offense</th>
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<tbody>
<tr>
<td>Sale or Distribution of Personal Property</td>
<td>• Notify Parent/Conf.</td>
<td>• Notify Parent/Conf.</td>
<td>• Notify Parent/Conf.</td>
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<td></td>
<td>• Detention</td>
<td>• Detention</td>
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<td></td>
<td>• Confiscation</td>
<td>• One (1) Day SUS</td>
<td>• One (1) Day SUS</td>
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<td>• Three (3) Day SUS</td>
<td>• Three (3) Day SUS</td>
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<td></td>
<td></td>
<td>• Confiscation</td>
<td>• Confiscation</td>
</tr>
<tr>
<td>*Sexual Harassment (contact/no contact)</td>
<td>• Conference</td>
<td>• One (1) Day SUS</td>
<td>• Three (3) Day SUS</td>
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<tr>
<td></td>
<td>• possible TAT</td>
<td>• Three (3) Day SUS</td>
<td>• Five (5) Day SUS</td>
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<td></td>
<td>• Notify Parent</td>
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<td></td>
<td>• Detention</td>
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<tr>
<td>Sexual Materials</td>
<td>• Conference</td>
<td>• Detention</td>
<td>• Three (3) Day SUS</td>
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<tr>
<td></td>
<td>• Notify Parent</td>
<td>• Conference w/Parent</td>
<td>• Five (5) Day SUS</td>
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<td></td>
<td>• Confiscation</td>
<td>• One (1) Day SUS</td>
<td>• Confiscation</td>
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<td>• Three (3) Day SUS</td>
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<td></td>
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<td>• Confiscation</td>
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<tr>
<td>*Sexual Misconduct</td>
<td>• Conference</td>
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<td>• Three (3) Day SUS</td>
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<td>• Notify Parent</td>
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<td>• Detention</td>
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<tr>
<td>Tardy</td>
<td>Tardies four (4) and five (5):</td>
<td>Tardies six (6), seven (7) and eight (8):</td>
<td>Tardies nine (9) or greater:</td>
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<td></td>
<td>• Notify Parent</td>
<td>• Notify Parent</td>
<td>• Notify Parent</td>
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<td></td>
<td>• Student Conference</td>
<td>• Student conference</td>
<td>• Loss of Technology Privileges</td>
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<td></td>
<td>• Detention</td>
<td>• Detention</td>
<td>• Restitution</td>
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<tr>
<td>Technology Misuse/Computer Tampering</td>
<td>• Conference</td>
<td>• Notify Parent</td>
<td>• Loss of Technology Privileges</td>
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<td></td>
<td>• Notify Parent</td>
<td>• Loss of Technology Privileges</td>
<td>• Restitution</td>
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<td>• Loss of Technology Privileges</td>
<td>• Restitution</td>
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<td></td>
<td>• Restitution</td>
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<tr>
<td>Theft (over $100/under $100)</td>
<td>• Notify Parent</td>
<td>• Notify Parent</td>
<td>• One (1) Day SUS</td>
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<td></td>
<td>• Restitution</td>
<td>• Detention</td>
<td>• Three (3) Day SUS</td>
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<td>• Restitution</td>
<td>• Restitution</td>
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<tr>
<td>Threatening/Intimidating Behavior</td>
<td>• Mediation</td>
<td>• One (1) Day SUS</td>
<td>• Three (3) Day SUS</td>
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<td>• Detention</td>
<td>• Three (3) Day SUS</td>
<td>• Five (5) Day SUS</td>
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<td>• One (1) Day SUS</td>
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<td>• Ten (10) Day SUS</td>
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<tr>
<td>*Tobacco (use/possession/distribution/sale)</td>
<td>• Conference</td>
<td>• One (1) Day SUS</td>
<td>• Five (5) Day SUS</td>
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<td></td>
<td>• Notify Parent</td>
<td>• Three (3) Day SUS</td>
<td>• Ten (10) Day SUS</td>
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<td>• Detention</td>
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<td>• One (1) Day SUS</td>
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<td>*Truancy</td>
<td>• Conference</td>
<td>• Detention</td>
<td>• One (1) Day SUS</td>
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<td>• Notify Parent</td>
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<td>• One (1) Day SUS</td>
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<tbody>
<tr>
<td><strong>1st Offense</strong></td>
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<tr>
<td>* Unauthorized Absence/Leaving Campus without Authorization</td>
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<td><em>Vandalism/Destruction of Property (personal/school)</em></td>
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<td>Verbal Abuse/Obscenity</td>
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<td><em>Verbal Abuse/Profanity to an Adult</em></td>
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<td>• A.R.S. § 15-507</td>
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<tr>
<td><em>Weapon Simulated (use/possession/distribution/sale)</em></td>
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<tr>
<td><em>Weapon/Other Weapon (use/possession/distribution/sale)</em></td>
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<tr>
<td>• mandatory TAT</td>
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<td>- Ten (10) Day SUS</td>
<td>- Long-Term SUS</td>
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<tr>
<td>* mandatory TAT</td>
<td>- Ten (10) Day SUS</td>
<td>- Ten (10) Day SUS</td>
<td>- Expulsion</td>
</tr>
<tr>
<td><strong>Alcohol (use/possession/distribution/sale)</strong></td>
<td>- Five (5) Day SUS</td>
<td>- Ten (10) Day SUS</td>
<td>- Long-Term SUS</td>
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<tr>
<td>* mandatory TAT</td>
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<td>- Ten (10) Day SUS</td>
<td>- Expulsion</td>
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<td><strong>Arson (occupied/unoccupied)</strong></td>
<td>- Ten (10) Day SUS</td>
<td>- Long-Term SUS</td>
<td>- Expulsion</td>
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<td>* possible TAT</td>
<td>- Long-Term SUS</td>
<td>- Expulsion</td>
<td>- Restitution</td>
</tr>
<tr>
<td><strong>Assault</strong></td>
<td>- Three (3) Day SUS</td>
<td>- Five (5) Day SUS</td>
<td>- Ten (10) Day SUS</td>
</tr>
<tr>
<td>* possible TAT</td>
<td>- Five (5) Day SUS</td>
<td>- Ten (10) Day SUS</td>
<td>- Long-Term SUS</td>
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<tr>
<td><strong>Bullying</strong></td>
<td>- Three - Five (3-5) Day SUS</td>
<td>- Ten (10) Day SUS</td>
<td>- Long-Term SUS</td>
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<tr>
<td><strong>Cheating or Plagiarism</strong></td>
<td>- Notify Parent</td>
<td>- Up to Three (3) Day SUS</td>
<td>- Five (5) Day SUS</td>
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<td></td>
<td>- Loss of Credit for</td>
<td>- Loss of Credit for</td>
<td>- Loss of Credit for</td>
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<td>Assignment</td>
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<td>Assignment</td>
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<tr>
<td>(use/possession/distribution/sale)</td>
<td>- Ten (10) Day SUS</td>
<td>- Long-Term SUS</td>
<td>- Expulsion</td>
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<tr>
<td>* possible TAT</td>
<td>- Long-Term SUS</td>
<td>- Expulsion</td>
<td>- Restitution</td>
</tr>
<tr>
<td><strong>Death Threat (with weapon/without weapon)</strong></td>
<td>- Up to Ten (10) Day SUS Pending TAT</td>
<td>- Ten (10) Day SUS</td>
<td>- Expulsion</td>
</tr>
<tr>
<td>* mandatory TAT</td>
<td>- Long-Term SUS</td>
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</tr>
<tr>
<td><strong>Disorderly Conduct</strong></td>
<td>- Three (3) Day SUS</td>
<td>- Five (5) Day SUS</td>
<td>- Ten (10) Day SUS</td>
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<td>- Ten (10) Day SUS</td>
<td>- Long-Term SUS</td>
<td>- Expulsion</td>
</tr>
<tr>
<td><strong>Disrespect/Defiance/Insubordination</strong></td>
<td>- Conference</td>
<td>- One (1) Day SUS</td>
<td>- Five (5) Day SUS</td>
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<td></td>
<td>- Notify Parent</td>
<td>- Three (3) Day SUS</td>
<td>- Ten (10) Day SUS</td>
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<td></td>
<td>- Detention</td>
<td>- Ten (10) Day SUS</td>
<td>- Long-Term SUS</td>
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<tr>
<td><strong>Disruption</strong></td>
<td>- Conference</td>
<td>- One (1) Day SUS</td>
<td>- Five (5) Day SUS</td>
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<td>- Detention</td>
<td>- Three (3) Day SUS</td>
<td>- Ten (10) Day SUS</td>
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<td>- Long-Term SUS</td>
<td>- Long-Term SUS</td>
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<td><strong>Dress Code Violation</strong></td>
<td>- Change Clothes</td>
<td>- Change Clothes</td>
<td>- Change Clothes</td>
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<tr>
<td></td>
<td>- Notify Parent</td>
<td>- Conference</td>
<td>- One (1) Day SUS</td>
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<td></td>
<td>- Detention</td>
<td>- Detention</td>
<td>- Three (3) Day SUS</td>
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<tr>
<td><strong>Drugs (use/possession/distribution/sale)</strong></td>
<td>- Five (5) Day SUS</td>
<td>- Ten (10) Day SUS</td>
<td>- Long-Term SUS</td>
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<td>- Long-Term SUS</td>
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<th>Discipline Procedures – Grades 3-6</th>
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<tbody>
<tr>
<td><strong>1st Offense</strong></td>
</tr>
<tr>
<td><strong>Drug/Tobacco Paraphernalia</strong> (use/possession/distribution/sale)</td>
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<tr>
<td>Electronic Devices</td>
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<tr>
<td><strong>Endangerment</strong></td>
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<tr>
<td><strong>Extortion</strong></td>
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<tr>
<td><strong>Fighting (with weapon/without weapon)</strong></td>
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<td><em>Note: Please refer to section on Student and Staff Self Defense</em></td>
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<tr>
<td><strong>Firearms (use/possession/distribution/sale)</strong></td>
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<td>* mandatory TAT</td>
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<tr>
<td><strong>Forgery/Falsification</strong></td>
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<td><strong>Gambling</strong></td>
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<tr>
<td><strong>Gang Activity</strong></td>
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<td><strong>Harassment</strong></td>
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<tr>
<td><strong>Hate/Bias-Related Incidents</strong></td>
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<tr>
<td><strong>Hazing</strong></td>
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<tr>
<td><strong>Horseplay/Roughhousing</strong></td>
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<tr>
<td><strong>Instigation</strong></td>
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<tr>
<td><strong>Physical Aggression</strong></td>
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<th></th>
<th>1st Offense</th>
<th>2nd Offense</th>
<th>3rd Offense</th>
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</thead>
<tbody>
<tr>
<td>Public Display of Affection</td>
<td>• Warning</td>
<td>• Parent Conference</td>
<td>• Three (3) Day SUS</td>
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<tr>
<td></td>
<td>• Conference</td>
<td>• One (1) Day SUS</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Notify Parents</td>
<td>• Restitution</td>
<td></td>
</tr>
<tr>
<td>*Robbery (with weapon/without weapon)</td>
<td>• Five (5) Day SUS</td>
<td>• Ten (10) Day SUS</td>
<td>• Long-Term SUS</td>
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<tr>
<td></td>
<td>• Restitution</td>
<td>• Restitution</td>
<td>• Restitution</td>
</tr>
<tr>
<td>Sale or Distribution of Personal Property</td>
<td>• Notify Parent/Conf.</td>
<td>• Notify Parent/Conf.</td>
<td>• Notify Parent/Conf.</td>
</tr>
<tr>
<td></td>
<td>• Detention</td>
<td>• Detention</td>
<td>• Detention</td>
</tr>
<tr>
<td></td>
<td>• Confiscation</td>
<td>• One (1) Day SUS</td>
<td>• Three (3) Day SUS</td>
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<td></td>
<td></td>
<td>• Three (3) Day SUS</td>
<td>• Five (5) Day SUS</td>
</tr>
<tr>
<td>*Sexual Harassment (contact/no contact)</td>
<td>• Conference</td>
<td>• Confiscation</td>
<td>• Ten (10) Day SUS</td>
</tr>
<tr>
<td>*Sexual Harassment (contact/no contact)</td>
<td>• Notify Parent</td>
<td>• Five (5) Day SUS</td>
<td>• Long-Term SUS</td>
</tr>
<tr>
<td>*Sexual Harassment (contact/no contact)</td>
<td>• Detention</td>
<td></td>
<td>• Expulsion</td>
</tr>
<tr>
<td>*Sexual Harassment (contact/no contact)</td>
<td>• Up to Three (3) Day SUS</td>
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<tr>
<td>Sexual Materials</td>
<td>• Conference</td>
<td>• Three (3) Day SUS</td>
<td>• Ten (10) Day SUS</td>
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<tr>
<td></td>
<td>• Notify Parent</td>
<td>• Five (5) Day SUS</td>
<td>• Long-Term SUS</td>
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<td>• Detention</td>
<td>• Confiscation</td>
<td>• Expulsion</td>
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<td></td>
<td>• Up to Three (3) Day SUS</td>
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<td></td>
<td>• Confiscation</td>
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<tr>
<td>*Sexual Misconduct</td>
<td>• Conference</td>
<td>• Three (3) Day SUS</td>
<td>• Ten (10) Day SUS</td>
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<td></td>
<td>• Notify Parent</td>
<td>• Five (5) SUS</td>
<td>• Long-Term SUS</td>
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<td>• Detention</td>
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<td>• Expulsion</td>
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<td>• Up to Three (3) Day SUS</td>
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<tr>
<td>Tardy</td>
<td>Tardies four (4) and five (5):</td>
<td>Tardies six (6), seven (7)</td>
<td>Tardies nine (9) or greater:</td>
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<td></td>
<td>• Notify Parent</td>
<td>and eight (8):</td>
<td>• Notify Parent</td>
</tr>
<tr>
<td></td>
<td>• Student Conference</td>
<td>• Notify Parent</td>
<td>• Student Conference</td>
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<tr>
<td></td>
<td>• Detention</td>
<td>• Student conference</td>
<td>• Three (3) Day OCR</td>
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<td></td>
<td>• Detention</td>
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<tr>
<td></td>
<td></td>
<td>• One (1) Day OCR</td>
<td></td>
</tr>
<tr>
<td>*Technology Misuse/Computer Tampering</td>
<td>• Conference</td>
<td>• Three (3) Day SUS</td>
<td>• Five (5) Day SUS</td>
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<tr>
<td></td>
<td>• Loss of Technology Use Privileges</td>
<td>• Loss of Technology Use Privileges</td>
<td>• Ten (10) Day SUS</td>
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<td></td>
<td>• One (1) Day SUS</td>
<td>• Restitution</td>
<td>• Loss of Technology Use Privileges</td>
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<td></td>
<td>• Restitution</td>
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<td>• Restitution</td>
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<tr>
<td>*Theft (over $100/under $100)</td>
<td>• Notify Parent</td>
<td>• Three (3) Day SUS</td>
<td>• Five (5) Day SUS</td>
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<td>• One (1) Day SUS</td>
<td>• Five (5) Day SUS</td>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>1st Offense</strong></td>
</tr>
</tbody>
</table>
| **Threatening/Intimidating Behavior** | - Conference  
- Notify Parent  
- Detention  
- Up to Three (3) Day SUS | - Three (3) Day SUS  
- Five (5) Day SUS | - Ten (10) Day SUS  
- Long-Term SUS  
- Expulsion |
| **Tobacco (use/possession/distribution/sale)** | - Three (3) Day SUS | - Five (5) Day SUS | - Ten (10) Day SUS |
| **Trespassing/Loitering** | - One (1) Day SUS  
- Three (3) Day SUS | - Three (3) Day SUS  
- Five (5) Day SUS | - Five (5) Day SUS  
- Ten (10) Day SUS |
| **Truancy** | - Notify Parent  
- Detention  
- One (1) Day SUS | - Three (3) Day SUS | - Five (5) Day SUS |
| **Unauthorized Absence/Leaving Campus without Authorization** | - Notify Parent  
- Detention  
- One (1) Day SUS | - Three (3) Day SUS | - Five (5) Day SUS |
| **Vandalism/Destruction of Property (personal/school)** | - One (1) Day SUS  
- Three (3) Day SUS  
- Restitution | - Three (3) Day SUS  
- Five (5) Day SUS  
- Restitution | - Ten (10) Day SUS  
- Long-Term SUS  
- Expulsion  
- Restitution |
| **Verbal Abuse/Profanity/Obscenity** | - One (1) Day SUS | - Three (3) Day SUS | - Five (5) Day SUS |
| **Verbal Abuse/Profanity to an Adult**  
- Long-Term SUS |
| **Weapon Simulated (use/possession/distribution/sale)**  
- possible TAT | - Notify Parent  
- Detention  
- One (1) Day SUS  
- Confiscation | - One (1) Day SUS  
- Three (3) SUS  
- Confiscation | - Five (5) Day SUS  
- Ten (10) Day SUS  
- Confiscation |
| **Weapon/Other Weapon (use/possession/distribution/sale)**  
- mandatory TAT | - Up to Ten (10) Day SUS  
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<tbody>
<tr>
<td><strong>1st Offense</strong></td>
</tr>
<tr>
<td><em>Aggravated Assault</em></td>
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<tr>
<td><em>Alcohol (use /possession/distribution/sale)</em></td>
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<tr>
<td>• Ten (10) Day SUS</td>
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<tr>
<td><em>Arson (occupied/unoccupied)</em></td>
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<td>• possible TAT</td>
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<tr>
<td><em>Assault</em></td>
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<td>• possible TAT</td>
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<td>Bullying</td>
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<td>Cheating or Plagiarism</td>
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<tr>
<td><em>Dangerous Instruments/Devices</em></td>
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<td>(use/possession/distribution/sale)</td>
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<tr>
<td><em>Death Threat (with weapon/without weapon)</em></td>
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<td><em>Drugs (use/possession/distribution/sale)</em></td>
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<td><em>Drug/Tobacco Paraphernalia</em></td>
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<th>3rd Offense</th>
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<tbody>
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<td>*Endangerment</td>
<td>• Detention</td>
<td>• Five (5) Day SUS</td>
<td>• Ten (10) Day SUS</td>
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<td></td>
<td>• Up to Three (3) Day SUS</td>
<td>• Up to Ten (10) Day SUS</td>
<td>• Long-Term SUS</td>
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<td></td>
<td>• possible TAT</td>
<td>• Expulsion</td>
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<tr>
<td>*Extortion</td>
<td>• Three (3) Day SUS</td>
<td>• Five (5) Day SUS</td>
<td>• Ten (10) Day SUS</td>
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<td></td>
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<td>• Ten (10) Day SUS</td>
<td>• Long-Term SUS</td>
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<td>• Five (5) Day SUS</td>
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<td>• Ten (10) Day SUS</td>
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<td>*Gambling</td>
<td>• Conference</td>
<td>• Three (3) Day SUS</td>
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<td>• Notify Parent</td>
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<td>*Gang Activity</td>
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<td>• Expulsion</td>
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<td>*Hazing</td>
<td>• Five (5) Day SUS</td>
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<td>• Long-Term SUS</td>
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<tr>
<td>Horseplay/Roughhousing</td>
<td>• Conference</td>
<td>• Three (3) Day SUS</td>
<td>• Five (5) Day SUS</td>
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<td>• Detention</td>
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<td>Instigation</td>
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<td>Physical Aggression</td>
<td>• One (1) Day SUS</td>
<td>• Three (3) Day SUS</td>
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<td>Public Display of Affection</td>
<td>• Warning</td>
<td>• Parent Conference</td>
<td>• Three (3) Day SUS</td>
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<td>• Conference</td>
<td>• One (1) Day SUS</td>
<td>• Five (5) Day SUS</td>
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<td>• Notify Parents</td>
<td>• Three (3) Day SUS</td>
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<td>• One (1) Day SUS</td>
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<tr>
<td>*Robbery (with weapon/without weapon)</td>
<td>• Five (5) Day SUS</td>
<td>• Ten (10) Day SUS</td>
<td>• Long-Term SUS</td>
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<td>• Restitution</td>
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# Discipline Procedures – Grades 7-12

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<th>1&lt;sup&gt;st&lt;/sup&gt; Offense</th>
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<th>3&lt;sup&gt;rd&lt;/sup&gt; Offense</th>
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| Sale or Distribution of Personal Property | • Notify Parent/Conf.  
  • Detention  
  • One (1) Day SUS  
  • Confiscation | • Notify Parent/Conf.  
  • Detention  
  • One (1) Day SUS  
  • Three (3) Day SUS  
  • Five (5) Day SUS  
  • Confiscation | • Notify Parent/Conf.  
  • Detention  
  • Three (3) Day SUS  
  • Five (5) Day SUS  
  • Ten (10) Day SUS  
  • Confiscation |
| *Sexual Harassment (contact/no contact)  
  • mandatory TAT | • Conference  
  • Notify Parent  
  • Three (3) Day SUS | • Five (5) Day SUS | • Ten (10) Day SUS  
  • Long-Term SUS  
  • Expulsion |
| *Sexual Materials | • Notify Parent  
  • Detention  
  • Three (3) Day SUS  
  • Confiscation | • Three (3) Day SUS  
  • Five (5) Day SUS  
  • Confiscation | • Ten (10) Day SUS  
  • Long-Term SUS  
  • Expulsion  
  • Confiscation |
| *Sexual Misconduct | • Conference  
  • Notify Parent  
  • Three (3) Day SUS | • Five (5) Day SUS | • Ten (10) Day SUS  
  • Long-Term SUS  
  • Expulsion |
| Tardy | Tardies four (4) and five (5):  
  • Notify Parent  
  • Student Conference  
  • Detention | Tardies six (6), seven (7)  
  and eight (8):  
  • Notify Parent  
  • Student conference  
  • Detention  
  • One (1) Day OCR | Tardies nine (9) or greater:  
  • Notify Parent  
  • Student Conference  
  • Three (3) Day OCR |
| *Technology Misuse/Computer Tampering | • Conference  
  • Loss of Technology Use Privileges  
  • Three (3) Day SUS  
  • Restitution | • Five (5) Day SUS  
  • Loss of Technology Use Privileges  
  • Restitution | • Ten (10) Day SUS  
  • Long-Term SUS  
  • Loss of Technology Use Privileges  
  • Restitution |
| *Theft (over $100/under $100) | • One (1) Day SUS  
  • Three (3) Day SUS  
  • Restitution | • Three (3) Day SUS  
  • Five (5) Day SUS  
  • Restitution | • Five (5) Day SUS  
  • Ten (10) Day SUS  
  • Long-Term SUS  
  • Restitution |
| *Threatening/Intimidating Behavior  
  • possible TAT | • Mediation  
  • Three (3) Day SUS | • Five (5) Day SUS | • Ten (10) Day SUS  
  • Long-Term SUS  
  • Expulsion |
| *Tobacco (use/possession/distribution/sale) | • Three (3) Day SUS | • Five (5) Day SUS | • Ten (10) Day SUS  
  • Long-Term SUS |
| *Trespassing/Loitering | • One (1) Day SUS  
  • Three (3) Day SUS | • Three (3) Day SUS  
  • Five (5) Day SUS | • Five (5) Day SUS  
  • Ten (10) Day SUS |
| *Truancy | • Notify Parent  
  • Detention  
  • One (1) Day SUS | • Three (3) Day SUS | • Five (5) Day SUS |

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<th>1st Offense</th>
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<tr>
<td><em>Unauthorized Absence/Leaving Campus without Authorization</em></td>
<td>Notify Parent</td>
<td>Three (3) Day SUS</td>
<td>Five (5) Day SUS</td>
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<td>Detention</td>
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<td>One (1) Day</td>
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<td><em>Vandalism/Destruction of Property (personal/school)</em></td>
<td>One (1) Day</td>
<td>Three (3) Day SUS</td>
<td>Ten (10) Day SUS</td>
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<td>Three (3) Day SUS</td>
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<td>Restitution</td>
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<tr>
<td>Verbal Abuse/Profanity/Obscenity</td>
<td>One (1) Day SUS</td>
<td>Three (3) Day SUS</td>
<td>Five (5) Day SUS</td>
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<td>Long-Term SUS</td>
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<td>Expulsion</td>
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<td><em>Verbal Abuse/Profanity to an Adult</em></td>
<td>Five (5) Day SUS</td>
<td>Ten (10) Day SUS</td>
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<td>A.R.S. § 15-507</td>
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<td>possible TAT</td>
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<td><em>Weapon Simulated (use/possession/distribution/sale)</em></td>
<td>Notify Parent</td>
<td>Five (5) Day SUS</td>
<td>Long-Term SUS</td>
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<td>Five (5) Day SUS</td>
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<td>Confiscation</td>
<td>Confiscation</td>
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<td><em>Weapon/Other Weapon (use/possession/distribution/sale)</em></td>
<td>Ten (10) Day SUS</td>
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<td>mandatory TAT</td>
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STUDENT CONDUCT ON SCHOOL BUSES

Each student who is provided transportation services is expected to obey the rules as established for the safety and welfare of all who ride the buses. A school bus is an extension of the school campus. Misconduct on the school bus will be treated in the same manner as it is treated at the schools.

Students who do not follow the safety rules for school bus passengers will be disciplined in accordance with the Board adopted Discipline Procedures. Unacceptable offenses, serious offenses, and severe offenses, as well as the administrative options of consequences for each category described in the elementary and junior high/high school code of conduct, will apply to the school bus in the same manner as they do to the classroom or other school setting. A suspension or termination of bus-riding privileges may be assigned in lieu of, or addition to consequences outlined in the discipline matrix for infractions that have occurred on the bus.

Bus drivers shall report offenses to the school administrator through a disciplinary referral. Prior to completing a referral for an unacceptable offense, the bus driver is expected to talk with the student about the behavior, explaining the reason for the rule and providing an opportunity for the student to take corrective action.

If violations continue, the bus driver shall telephone the school administrator to explain the continued violations. The administrator will meet with the student and send a warning referral to the parent/guardian. A meeting may be scheduled, at the discretion of the administrator, to include the student and the bus driver.

In addition to the offenses listed in the student code of conduct, the following are examples of unacceptable, serious, and severe offenses that are specific to inappropriate behavior on the school bus. Consequences for these offenses will be consistent with the administrative options as listed in the student code of conduct for unacceptable, serious, and severe offenses.

Unacceptable offenses. These offenses are specific to the school bus. All of the unacceptable offenses listed in the student code of conduct apply to the bus in the same manner as at the school:

• Not obeying the driver or not following the driver's directions.
• Giving the driver a false name or otherwise lying to the driver.
• Being disrespectful or discourteous to the driver or others on the bus.
• Pushing or shoving when getting on or off the bus.
• Boarding the bus or changing seats without the driver's permission.
• Being so noisy as to be distracting to the driver.
• Littering on the bus or at the bus stop.
• Eating or drinking on the bus without the driver's permission.
• Bringing onto the bus an animal of any type or anything else that is prohibited; i.e., glass objects, skateboards, large radios, etc.
• Blocking the aisle with feet, school supplies, a musical instrument, etc.

Serious offenses. These offenses are specific to the school. All of the serious offenses listed in the student code of conduct apply to the bus in the same manner as at the school:

• Not riding the assigned bus, getting on or off at other than designated stops without written parent permission, or riding the bus when bus riding privileges have been suspended.
• Hanging arms, head, or feet out of the bus window.
• Not remaining seated while the bus is in motion.
• Not going directly to the assigned place or home after leaving the bus.
• Throwing dangerous objects in the bus or out of the bus windows.
• Crossing behind the bus or attempting to touch or strike the bus after getting off or before getting on.

Severe offense. This offense is specific to the school bus. All of the severe offenses listed in the student code of conduct apply to the bus in the same manner as at the school:

• Opening the emergency door of the bus.

Note: Any offense that may occur that is not listed here or in the student code of conduct will have its severity and consequence decided by the school administrator.
STUDENT DUE PROCESS
SUSPENSION/EXPULSION DISCIPLINARY RECORD KEEPING

Discipline - Discipline is administered by the principal/designee, the faculty and the staff.

Referral - Students will be referred to the principal/designee for violations outlined in the Student Rights and Responsibilities Handbook and when their disruptive behavior interrupts the educational process.

Due Process - Students in the District have certain rights. They also have the responsibility to respect the rights and property of others. If a student fails to do this, disciplinary action will follow. In disciplinary cases, each student is entitled to due process. This means students must:

1. Be informed of accusations against them
2. Have the opportunity to accept or deny the accusations
3. Have explained to them the factual basis for the accusations
4. Have a chance to present an alternative factual position if the accusation is denied

All discipline referrals submitted to the school administration/designee will begin with a conference with the student. If a student requests to have a parent/guardian contacted, the school will make reasonable efforts to contact the parent/guardian. In the case of suspensions/expulsions, a parent/legal guardian will be notified of consequences by a personal phone call, accompanied by a written referral form. If efforts to notify a parent/legal guardian by telephone are unsuccessful, a parent/guardian will be notified by written referral form only. Parent/legal guardian involvement is an important part of the discipline at all levels.

The extent of the due process required will depend upon the severity of the infraction and the related consequence. Campus administrators may use their on-campus reassignment program as a disciplinary action in lieu of off-campus suspension for designated infractions.

Short-Term Suspension - If the principal/designee decides that the alleged misconduct warrants a consequence of a suspension for 10 days or less, the principal/designee shall give the student an informal due process hearing and shall examine all the pertinent facts to determine whether or not a violation did occur. The student shall be afforded due process rights, including the opportunity to present to the principal/designee his/her defense or position concerning the alleged violation. At the conclusion of the investigation, the principal/designee, upon the basis of all facts and information learned, shall determine if the student committed a conduct violation. If the student is found to have committed a violation, a consequence or suspension may be imposed for a period of time, not to exceed 10 days. If a suspension is imposed, the principal/designee imposing the suspension shall keep a record of the aforesaid proceedings. A parent may request a campus administrative review of the discipline data and decision to suspend. Homework may be provided at the request of the parent. There is no level of appeal higher than the principal for a suspension of 10 days or less.

Long-Term Suspension - If the principal/designee decides that the alleged misconduct is sufficiently serious so that the consequence should be a suspension in excess of 10 days or expulsion, the accused student shall be afforded his or her due process rights. There shall be an investigation to determine if there is sufficient probable cause to charge the student with an act of misconduct, which may result in a suspension in excess of 10 days or an expulsion. When a student is charged by the principal/designee with misconduct, which may result in long-term suspension or expulsion, the parent/legal guardian of the student shall be informed within a reasonable time period by telephone or letter of the charges against the student.

The suspension shall be in accordance with pertinent Arizona Revised Statutes. The ability to make up work for credit during long-term suspension is at the discretion of the hearing officer or the Governing Board and will only be allowed in exceptional circumstances.
• If a school administrator believes that a long-term suspension may be warranted as a result of alleged misconduct of a student, the administrator/designee will notify the parent/legal guardian in writing. The school administrator/designee shall also notify the district office to schedule a long-term suspension hearing.

• If a long-term suspension hearing is scheduled, the District will deliver, or send by certified mail, notice of the hearing to the student's parent/legal guardian at least five (5) working days prior to the hearing. The notice shall contain:
  o The time, date and place of the hearing.
  o The name of the hearing officer.
  o A description of the alleged misconduct, the standard of student conduct allegedly violated and the proposed discipline.
  o A statement that the student and his/her parent/legal guardian are entitled to various procedural rights as described in this policy.
  o A statement that notice must be given to the superintendent/designee at least 24 hours before the hearing if the student or his/her parent/legal guardian will have an attorney present.

The hearing shall be held at the time and place stated in the notice, unless all interested parties agree otherwise. In the event the District is unable to contact the parent/legal guardian after taking reasonable steps to do so, the District may proceed to hold a hearing or take other steps regarding the discipline of the student. When proper notice has been given and the student/parent fail to appear at the hearing, the hearing may proceed; the student may be found responsible in absentia.

At the conclusion of the hearing, the hearing officer shall determine whether discipline will be imposed, and, if deemed appropriate by the hearing officer, a long-term suspension may be imposed immediately. Written confirmation of the hearing officer's decision shall be mailed or delivered to the student's parent/legal guardian within five (5) working days after the hearing. A copy of the written decision shall be delivered or mailed to the superintendent. If the decision is to impose a long-term suspension, the written decision shall:

• Name the student.
• Describe the behavior that resulted in the long-term suspension.
• State the duration of suspension and the date student is allowed to return to school.
• Inform the parent/legal guardian about suspension appeal procedures. Absent extenuating circumstances, once a due process hearing has concluded, no new testimony or documents may be presented.

The decision and appeal procedure, if applicable, upon conclusion of the hearing will be as follows:

• Upon the conclusion of a hearing by a hearing officer, in which a decision of long-term suspension is made, the decision may be appealed to the Board. To arrange such an appeal, the parent(s) of the suspended student or the student must deliver to the Superintendent a letter directed to the Board within five (5) working days after the written decision of long-term suspension has been mailed. The letter must describe, in detail, any objections to the hearing or the decision rendered.
  • The appeal to the Board will be on the record of the hearing held by the hearing officer. If the Board determines that the student was not afforded due process rights or that this policy was not followed in all substantive respects, the student shall be given another hearing. If the Board determines that the punishment was not reasonable, they may modify the punishment.
  • The decision of the Board is final.

Suspension Due to Clear and Present Danger - If in the best judgment of the principal/designee, after reasonable investigation, the facts indicate that the presence of the alleged offender constitutes a clear and disruptive influence to the educational processes on campus, the principal/designee may suspend the student from the school pending an investigation, due process and disposition of the case.
Expulsion - The hearing officer may recommend that a student be expelled from the School District. That recommendation will be forwarded to the Governing Board, who will act on it.

Parent/legal guardian may appeal the recommendation for expulsion based on one of the following reasons:

- If the recommendation is appealed by either the student/parent or administration within this time period, a Governing Board meeting will be scheduled to review the appeal. The student/parent will be given written notice to the date, time and place of the meeting at least five (5) days prior to the meeting. The Board will consider the matter in executive session, unless the student/parent requests an open meeting. The Governing Board will expect the student and parent to attend the meeting to answer any questions that members may have regarding the appeal.

- Each Board member present at the meeting will review the hearing officer’s written findings of fact, conclusion and recommendation together with the written appeal. A Board member may allow for the student/parent and the administration to present their positions and may question the student/parent or the administration. Unless specifically requested by the Board member, no new evidence will be heard by the Board.

- The Board may accept the hearing officer’s recommendation or reject the recommendation and impose a different disciplinary action. The Board may grant a new hearing, take the matter under advisement or take further action deemed necessary.

The decision of the Board is final and binding. If an expulsion is imposed, it will take effect after the Board considers the hearing officer’s recommendation and determines that expulsion is the appropriate disciplinary action.

Readmission - Once a student is expelled, the student's parent/legal guardian may request that the student be readmitted no sooner than one year after the date of the expulsion. The readmission of an expelled student can only be granted by the Governing Board, in its discretion, and may begin the semester following the decision to readmit.

Student Disciplinary Record-Keeping - Each principal or designee shall keep and retain complete records of student disciplinary actions and procedures. Records regarding student disciplinary actions shall be retained for at least four years after graduation or withdrawal. The kinds of disciplinary actions for which an accounting shall be kept shall include, but not be limited to, suspension, placement in special classes and referrals of cases to police and juvenile authorities.

The accounting for students subject to disciplinary action shall contain an entry of:

- Student's full name.
- Time, place and date of the offense or offenses, behavior observed.
- Specific measures taken by person(s) reporting the offense to effect an adjustment, including the specialized help secured before referral (i.e., conferences with parent/legal guardian, conference with principal, conferences with other school personnel, etc.).
- Final disposition of the case.
- Name of person(s) imposing the action or actions.
- Statement of clarification by student or parent/legal guardian if either wishes.

Principal/Designee Review - In case of a suspension which is for 10 days or less, and there has been no recommendation for long-term suspension, the student/parent may request, in writing, a review of the situation/discipline. Once the principal/designee reviews the stated concern(s), the principal/designee shall notify the student/parent of the final determination.
STUDENT INTERROGATIONS, SEARCHES & ARRESTS

Interviews
School officials may question students regarding matters related to school without limitation. The parent will be contacted if a student is then subject to discipline for a serious offense. A student may decline, at any time, to be interviewed by the School Resource Officer (SRO) or other peace officer.

When child abuse is alleged:
If a child protective services worker or peace officer enters the campus requesting to interview an attending student, the personnel of the District will cooperate with the investigating child protective services worker or peace officer. If a student is taken into temporary custody, in accordance with A.R.S. § 8-821, school personnel may respond to inquiries about the temporary custody of the child.

If a peace officer enters the campus requesting to interview an attending student on an issue other than upon request of the school or for abuse, the parent will be contacted and will be asked if they wish the student to be interviewed, unless directed not to by the peace officer. If the parent consents, the parent will be requested to be present or to authorize the interview in their absence. Where an attempt was made and the parent cannot be reached, the peace officer will be requested to contact the parent and make arrangements to question the student at another time and place.

When a peace officer is present on the campus to interview students at the request of school authorities, parents will be contacted if the student is to be taken into custody or if the student is subject to discipline for a serious offense.

Searches
School officials have the right to search and seize property, including school property temporarily assigned to students, when there is reason to believe that some material or matter detrimental to health, safety and welfare of the student exists. Disrobing of a student is overly intrusive for purposes of most student searches and is improper without express concurrence from School District counsel.

Items provided by the District, such as lockers, desks, storage areas, etc. or personal items, are provided as a convenience to the student but remain the property of the school and are subject to its control and supervision. Students have no reasonable expectation of privacy and the aforementioned may be inspected at any time with or without reason, or with or without notice, by school personnel.

Personal searches may be conducted by a District/school official when there is reasonable suspicion that a particular student is in possession of contraband, materials or items which present an immediate danger of physical harm or illness. The searches will be conducted out of the presence of other students and in a private room. Searches of the student shall generally be limited to:

- Searches of the pockets, shoes, socks, jackets, etc.
- Any object in the student's possession, such as a purse, backpack or briefcase.

School and District officials are authorized to conduct a search when on school grounds, in a vehicle owned, leased or otherwise used by the District or school, or at a school activity when there is reasonable suspicion that the search will result in the discovery of:

- "Contraband" includes all substances or materials prohibited by District/school policy or state law including, but not limited to, drugs, drug paraphernalia, alcoholic beverages, and/or,
- any material or item which presents an imminent danger of physical harm or illness, and/or
- any materials otherwise not properly in the possession of the student involved.

When the owner of the automobile is other than the person in possession of the automobile, the owner will be notified that a search has taken place.
Contraband materials, as identified in the introduction above, may be seized when found in the course of a search. Any such items seized may be:

- returned to the parent/guardian of the student from whom the items were seized,
- offered as evidence in any suspension or expulsion proceeding, if they are tagged for identification at the time seized,
- turned over to law enforcement officers, or
- destroyed.

**Search Warrants**
If a search warrant is served, District/school officials shall not interfere with searches by law enforcement officers who have duly processed search warrants. Every reasonable effort should be made to cooperate with law enforcement officers.

**Arrests**
When a peace officer enters a campus providing a warrant or subpoena, or expressing intent to take a student into custody, the office staff shall request the peace officer establish proper identification and complete and sign a form for signature of an arresting/interviewing officer. The school staff shall cooperate with the officer in locating the student within the school. School officials may respond to parental inquiries about the arrest or may, if necessary, explain the relinquishment of custody by the school and the location of the student, if known, upon contact by the parent.

**Police Presence on Campus**
Through a partnership with the cities of Surprise and El Mirage, Dysart Unified School District employs police officers to provide an added layer of safety on school grounds. It is expected that police officers will maintain a professional presence as law enforcement while on school facilities or attending school events. Additionally, it is expected that police officers will be professionally equipped with standard issued gear and may use such equipment when necessary to maintain the safety of themselves and those they are employed to protect.

### THREAT ASSESSMENT

**Threat Assessment Process**
Every case of a threat must be taken seriously. Every instance of threat behavior will be examined individually. In determining whether a threat situation exists under this process, school administrators and other personnel will be guided substantially by the provisions of A.R.S. § 13-1202 and 13-2911 (see below). In general, a threat situation will be deemed to exist when, following an investigation by school administration, a student has been determined by admission or reliable informant(s) to have:

- communicated a death threat against self or others
- communicated a threat of mass violence
- communicated a threat involving weapons or explosive devices
- communicated a threat against school property
- engaged in behaviors that suggest a substantial risk of lethal violence with or without direct communication of a threat

However, the impulsive communication of a verbal threat must be considered in the context of the environment, developmental stage, and interpersonal situation in which it occurs. In such cases, administrators will be guided by the District processes in place to determine whether or not a threat situation exists or may exist under the provisions of this section.

Ref: A.R.S. § 13-1202. Threatening or intimidating; classification

1. A person commits threatening or intimidating behavior if such person threatens or intimidates by word or conduct:
   a. To cause physical injury to another person or serious damage to property of another, or
b. To cause, or in reckless disregard to causing, serious public inconvenience including, but not limited to, evacuation of a building, place of assembly, or transportation facility, or
c. To cause physical injury to another person or damage to the property of another in order to promote, further or assist in the interests of or to cause, induce or solicit another person to participate in a criminal street gang, a criminal syndicate or a racketeering enterprise.

2. Threatening or intimidating pursuant to subsection A, paragraph 1 or 2, is a Class 6 felony if the offense is committed in retaliation for a victim's either reporting criminal activity or being involved in an organization, other than a law enforcement agency, that is established for the purpose of reporting or preventing criminal activity. Threatening or intimidating pursuant to subsection A, paragraph 3, is a Class 4 felony.

Ref: A.R.S. § 13-2911. Interference with or disruption of an educational institution; violation; classification

1. A person commits interference with or disruption of an educational institution by doing any of the following:
   a. Intentionally, knowingly or recklessly interfering with or disrupting the normal operations of an educational institution by either:
      1. Threatening to cause physical injury to any employee or student of an educational institution or any person on the property of an educational institution.
      2. Threatening to cause damage to any educational institution, the property of any educational institution or the property of any employee or student of an educational institution.
   b. Intentionally or knowingly entering or remaining on the property of any educational institution for the purpose of interfering with the lawful use of the property or in any manner as to deny or interfere with the lawful use of the property by others.
   c. Intentionally or knowingly refusing to obey a lawful order given pursuant to subsection C of this section.

2. To constitute a violation of this section, the acts that are prohibited by subsection A, paragraph 1 of this section are not required to be directed at a specific individual, a specific educational institution or any specific property of an educational institution.

3. The chief administrative officer of an educational institution or an officer or employee designated by the chief administrative officer to maintain order may order a person to leave the property of the educational institution if the officer or employee has reasonable grounds to believe either that:
   a. Any person(s) is committing any act that interferes with or disrupts the lawful use of the property by others at the educational institution.
   b. Any person(s) has entered on the property of an educational institution for the purpose of committing any act that interferes with or disrupts the lawful use of the property by others at the educational institution.

4. The appropriate governing board of every educational institution shall adopt rules pursuant to title 41, chapter 6 for the maintenance of public order on all property of any educational institution under its jurisdiction that is used for educational purposes and shall provide a program for the enforcement of its rules. The rules shall govern the conduct of students, faculty and other staff and all members of the public while on the property of the educational institution. Penalties for violations of the rules shall be clearly set forth and enforced. Penalties shall include provisions for the ejection of a violator from the property and, in the case of a student, faculty member or other staff violator, the violator's suspension or expulsion or any other appropriate disciplinary action. A governing board shall amend its rules as necessary to ensure the maintenance of public order. Any deadly weapon, dangerous instrument or explosive that is used, displayed or possessed by a person in violation of a rule adopted pursuant to this subsection shall be forfeited and sold, destroyed or otherwise disposed of pursuant to chapter 39 of this title. This subsection does not do either of the following:
   a. Preclude School Districts from conducting approved gun safety programs on school campuses.
   b. Apply to private universities, colleges, high schools or common schools or other private educational institutions.

6. An educational institution is not eligible to receive any state aid or assistance unless rules are adopted in accordance with this section.
7. This section does not prevent or limit the authority of the governing board of any educational institution to discharge any employee or expel, suspend or otherwise punish any student for any violation of its rules, even though the violation is unlawful under this chapter or is otherwise an offense.

8. This section may be enforced by any peace officer in this state wherever and whenever a violation occurs.

9. Restitution under A.R.S. § 8-341, 8-345, and 13-603 applies to any financial loss that is suffered by a person or educational institution as a result of a violation of this section.

10. Interference with or disruption of an educational institution pursuant to subsection A, paragraph 1 of this section is a Class 6 felony. Interference with or disruption of an educational institution pursuant to subsection A, paragraph 2 or 3 of this section is a Class 1 misdemeanor.

11. For the purposes of this section:
   a. “Educational institution” means, except as otherwise provided, any university, college, community college, high school or common school in this state.
   b. “Governing Board” means the body, whether appointed or elected, that has responsibility for the maintenance and government of an educational institution.
   c. “Interference with or disruption of” includes any act that might reasonably lead to the evacuation or closure of any property of the educational institution or the postponement, cancellation or suspension of any class or other school activity. For the purposes of this paragraph, an actual evacuation, closure, postponement, cancellation or suspension is not required for the act to be considered an interference or disruption.
   d. “Property of an educational institution” means all land, buildings and other facilities that are owned, operated or controlled by the governing board of an educational institution and that are devoted to educational purposes.

The following description of Dysart Unified School District Threat Assessment Process is intended only as an overview of the procedures to be followed in assessing threat situations. DUSD recognizes that the competent assessment of threat, risk, and potential for dangerous and violent behavior requires ongoing training and education in these procedures.

Referral
When the school administrator or designee identifies a student in grades PreK-12 as having caused a threat situation to exist in accordance with the above guidelines, the following procedures will be followed:

1. When any school or District employee becomes aware of an alleged threat, he/she will report the alleged threat to the school administrator. The school administrator must review the information and convene the Threat Assessment Team (TAT) members, who will make an initial determination of the seriousness of the incident. If the information shows clearly that there is no risk (i.e., misunderstandings or false accusations), the principal or designee completes the Resolution Form and keeps this form at the home school. No further action is required.
   a. If no potential for harm exists, the student is given an appropriate discipline outcome in accordance with the Student Rights and Responsibilities Handbook.

2. If potential for harm exists, but clear and imminent danger is not obvious, the school administrator or designee initiates the site-based Threat Assessment Process.
   a. When determining a discipline response to the threat situation, the school administrator will follow the Discipline procedures that can be found in the Student and Parent Handbook.
   b. The school administrator or designee convenes the site-based Threat Assessment Team.

3. If obvious, clear and imminent danger exists, the school administrator or designee initiates an immediate protective response to secure and stabilize the threat situation and alerts the Director of Support Services & Athletics, the Director of Exceptional Student Services and local law enforcement. The Crisis Response Team should be assembled.

Site-Based Threat Assessment Team
1. A threat assessment inquiry to assess the seriousness of and danger associated with the threat situation will be conducted on all students in grades Pre-K-12, identified by the school administrator or designee, as having caused a threat situation with a potential for harm to exist in accordance with this procedure. The Threat Assessment Team will follow the process as outlined in the Threat Assessment Process packet.
a. The school administrator or designee convenes the site-based Threat Assessment Team. The inquiry is to be conducted as soon as possible but, in no case, later than one (1) school day following the determination that a threat situation exists.

b. The student’s parent/legal guardian should be notified when and where the threat assessment inquiry will take place. Parental input into the Threat Assessment should be obtained through interview. Parents should be notified of the outcome of the Threat Assessment by the building administrator or designee.

c. The administrator delegates tasks and responsibilities to TAT members and oversees all aspects of the Threat Assessment, resolution of the incident, and intervention and protection plans.

2. The Threat Assessment Team makes a determination of risk and initiates a District Level Threat Assessment Review if warranted.

3. Discipline is a separate concern from the Threat Assessment. In administering discipline, the Discipline Matrix, found in the Student and Parent Handbook, should be followed.

**District Level Threat Assessment Review**

1. If the Threat Assessment Team’s determination of risk finds a student at a high to imminent risk:
   a. Law enforcement may be notified.
   b. Victim notification may be initiated.

2. The building administrator or designee may contact the Director of Exceptional Student Services or the Director of Support Services & Athletics to request a District Level Threat Assessment Review.
   a. The District Level Threat Assessment Review is conducted to help the site-based team determine whether further evaluation is necessary and, if so, what kind of evaluation. The District Level Team, in conjunction with the site-based team, reviews/revises the determination of risk category, makes recommendations to the District administration for legal and administrative management of the student, makes referrals to outside agencies for needed services, and develops a supervision plan for the student under concern, and if necessary, student protection plan(s) for other involved students.
   b. If further evaluation is indicated, a referral is made to the site-based Student Study Team.
   c. Based upon the results of the District Level Threat Assessment Review, the school administrator or designee, in consultation with the District Team, will make final determination of the student’s status and insure that the supervision plan and student protection plan(s) are adequate to insure the safety of the school environment.

3. Once the supervision plan and student protection plan(s) are developed a Follow-Up Manager will be assigned by the building administrator to assure implementation of all plans.

**SECTION 504 OF THE REHABILITATION ACT OF 1973**

Pursuant to Section 504 of the Rehabilitation Act of 1973, the District has a duty to identify, refer, evaluate and, if eligible, provide a free, appropriate public education to disabled students.

Purpose: The purpose of Section 504 is to assure that disabled students have educational opportunities and benefits equal to those provided to non-disabled students. An eligible student under Section 504 is a student who has a physical or mental impairment that substantially limits a major life activity. Section 504 is not an aspect of special education.

For additional information about the rights of parents of eligible children, or for answers to any questions you might have about identification, evaluation and placement into Section 504 programs, please contact the District's Section 504 Coordinator or your child’s school counselor.

Section 504 and Student Discipline: When a student, who is eligible under Section 504, violates the discipline code of the school and/or School District and is recommended for a suspension of more than 10 days during the school year, a manifestation determination conference must be held.
INDIVIDUALS WITH DISABILITIES EDUCATION ACT (IDEA)
SPECIAL INSTRUCTIONAL PROGRAMS

The District will ensure that all children, including children attending private schools, within the District’s jurisdiction who have suspected disabilities are identified, located and evaluated. The process of identifying, locating and evaluating students with disabilities is important to the provision of educational opportunities for all students. Children, aged birth through three years, and suspected of having a disability will be referred to the Arizona Early Intervention Program for evaluation and, if appropriate, services. Children aged 2.9 years – 5 years are screened by the School District. It is the process of identification, evaluation, development of program, placement, and the provision of services – its sensitivity, its accuracy – that will determine much of what happens with students during the remainder of their educational lives.

This process is guided by a variety of laws and regulations regarding identification, evaluation, development of program, placement, and the provision of services enacted at both the state and federal levels.

Procedural Safeguards:
Children with disabilities and their parents are guaranteed procedural safeguards with respect to the provision of free appropriate public education. A copy of the procedural safeguards notice shall be given to the parent upon initial referral for evaluation. If a parent suspects their child of having a disability, birth – age 22, they should contact the administration at the local campus.

If the District and parent/guardian do not agree on the identification, evaluation, educational placement of a child with a disability, and provision of FAPE (free appropriate public education), either the District or parent/legal guardian may request any of the following through the Arizona Department of Education - Exceptional Student Services:

- Mediation – The Arizona Department of Education (ADE) will provide a facilitator trained in the mediation process to assist both the District and parent/legal guardian in resolving the issues.
- Early Resolution – The Arizona Department of Education will provide trained staff to assist both the District and parent/legal guardian in resolving the issues. This is normally handled by phone and the final resolution provided in writing by ADE.
- State Complaint – The Arizona Department of Education provides trained investigators to review all records when a parent/legal guardian files a state complaint in writing. ADE will determine if the District is or is not in compliance and issue the findings in writing.
- Due Process – A parent/legal guardian or the District may initiate a due process hearing. A due process is overseen by a hearing officer and is the most formal method of resolution.

Individuals With Disabilities Education Act (IDEA) - STUDENT DISCIPLINE

When a student who is receiving special education services is being considered for special education services, or has received special education services in the past, and violates the discipline code of the school and/or school district and is recommended for a suspension of more than 10 days during the school year (a possible change in placement), a manifestation determination conference must be held.

A recommended suspension of a special education student for more than 10 consecutive days, or a series of suspensions totaling more than 10 days, may constitute a change of placement and shall require a manifestation determination conference. Such a conference shall be for the purpose of determining whether or not the offense is a manifestation of the student’s disability. The parent/legal guardian is notified in writing that a possible suspension and/or expulsion is being considered.

Upon request, the parent/legal guardian will be provided with an additional copy of the procedures/safeguards at any time during a disciplinary procedure with the student.
For the manifestation conference to occur, a multidisciplinary evaluation team is convened. The multidisciplinary evaluation team is comprised of the school staff that is most knowledgeable about the nature of the student’s disability and, if possible, about the student. Prior written notice and procedural safeguards are given to the student and parent/legal guardian per IDEA (Individual with Disabilities Education Act) and ADE/ESS (Arizona Department of Education/Exceptional Student Services). The student and the student’s parent/legal guardian are invited. At the conference, the following will occur:

- Student’s explanation of the incident.
- Professionals’ explanation of the incident (those who were involved in the investigation of the incident).
- Review of the current IEP, if student is receiving special education services.
- Review of the behavior plan; if there is no behavior plan, a functional behavioral analysis must be done.
- Determination of the relationship of the behavior to the disability (manifestation determination).
- Consideration of the necessity for further assessment and/or evaluation is discussed. If further evaluation is necessary, decisions concerning the relationship of the behavior to the disability will be on hold until the completion of the evaluations.
- Need for interim placement is discussed.

After the decision has been made, prior written notice and procedural safeguards are given to the student and parent/legal guardian per IDEA (Individual with Disabilities Education Act) and ADE/ESS (Arizona Department of Education/Exceptional Student Services), the team must develop, review, and/or revise the behavior plan within 10 days of the action. If the behavior is related to the disability, then suspension and/or expulsion may not occur. However, the student’s educational program will be reviewed and revised, and the multidisciplinary evaluation team may determine a change of placement/location of services. (34 C.F.R. 300.519 – 300.526)

If the behavior is not related to the disability, suspension and/or expulsion may occur; however, an education program must be delivered to the student who is on an IEP. The IEP team develops this program. The delivery of the educational program may occur through placement on an alternative campus, self-contained public, self-contained private and/or residential setting, as determined by the multidisciplinary evaluation team. In the case of a drug, weapon and/or serious bodily harm infraction, the student may be immediately placed for up to 45 days in an interim alternative educational setting.

If there are any questions, the administrator should contact the Director of Special Education Services. The findings and all conference notes are forwarded to the District’s hearing officer. If necessary, special education staff may be invited to the hearing.

If the parent/guardians do not agree with the findings of the IEP conference, they may file due process. If it is deemed that the student is a threat to the educational environment, the District may remove the student from the educational environment until due process has been served. An interim placement will be activated while the due process is taking place. (34 C.F.R. 300.519 – 300.526)
Dear Parent:

The Family Educational Rights and Privacy Act (FERPA), affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. The Governing Board has established written policies regarding the collection, storage, retrieval, release, use, and transfer of student educational information collected and maintained pertinent to the education of all students to ensure the confidentiality of the information and to guarantee parents' and students' rights to privacy. These policies and procedures are in compliance with:

- The Family Education Rights and Privacy Act; Title 20, United States Code, Sections 1232g and 1232h; and the Federal Regulations (34 C.F.R., Part 99) issued pursuant to such act;
- Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT ACT);
- No Child Left Behind Act of 2001 (NCLB);
- The Individuals with Disabilities in Education Act; 20 U.S.C. Chapter 33; and the Federal Regulations (34 C.F.R. Part 300); and
- Arizona Revised Statutes, Title 15, sections 141 and 142.

Student education records are collected and maintained to help in the instruction, guidance, and educational progress of the student, to provide information to parents and staff members, to provide a basis for the evaluation and improvement of school programs, and for legitimate educational research. The students' records maintained by the District may include, but are not limited to, identifying data, report cards and transcripts of academic work completed, standardized achievement test scores, attendance data, reports of psychological testing, health data, teacher and counselor observations, and verified reports of serious or recurrent behavior patterns.

These records are maintained by the District under the supervision of the school administrator at the school the student attends or last attended and are available only to the teachers and staff members working with the student. Upon request, the school may disclose education records without consent to officials of another school district in which a student seeks or intends to enroll. Otherwise, records are not released to most agencies, persons or organizations without prior written consent of the parent [34 C.F.R. 99.7].

Parents/guardians shall be informed when personally identifiable information collected, maintained, or used is no longer needed to provide educational services to their child. The information must be maintained for two years after the date their child was last enrolled in this school district.

Parents/guardians have the right to inspect and review any and all records related to their child within 45 days of the day of receiving a request for access, including a listing of persons or organizations who have reviewed or have received copies of the information [34 C.F.R. 99.7]. Parents/guardians who wish to review their child's records should contact the principal for an appointment or submit to the principal a written request that identifies the records they wish to inspect. School personnel will make arrangements for access and notify the parent/guardian of the time and place where the records may be inspected. School personnel will be available to explain the contents of the records to the parent/guardian. Copies of student education records will be made available to the parent/guardian when it is not practicable for them to inspect and review the records at
Discipline Procedures

Charges for the records copies will be applied, unless the fee prevents the parent/guardian from exercising their rights to inspect and review those records.

Parents/Guardians have the right to request that an amendment be made to the student’s education records and to add comments of their own if they believe information in the record file is inaccurate or misleading [34 C.F.R. 99.7(a)(1)]. Parent/guardian should write the principal, clearly identify the part of the record they want changed and specify why it is inaccurate or misleading. If the school decides not to amend the record, as requested by parent/guardian, the school will notify them of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to parent/guardian when notified of a right to a hearing.

Parents/guardians have the right to file a complaint with the Family Educational Rights and Privacy Act Office in Washington, D.C., concerning alleged failures by the school to comply with the requirements of FERPA [34 C.F.R. 99.7]. The name and address of the office administers FERPA are:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202-4605

Copies of the District student education records confidentiality policies and procedures may be reviewed in the assigned office of each school [34 C.F.R. 99.7(a) (5) and 99.7(b)].

STUDENT RECORDS

DESIGNATION OF DIRECTORY INFORMATION

During the school year, District staff members may compile non-confidential student directory information specified below.

According to state and federal law the below-designated directory information may be publicly released to educational, occupational or military recruiting representatives without your permission. If the Governing Board permits the release of the below-designated directory information to persons or organizations who inform students of educational or occupational opportunities, by law the District is required to provide the same access on the same basis to official military recruiting representatives for the purpose of informing students of educational and occupational opportunities available to them, unless the parent/guardian requests, in writing, not to release the student’s information without their prior written consent. If parent/guardian does not opt out of releasing any and all of the below-designated information, then the District must provide military recruiters, upon request, directory information containing the students’ names, addresses and telephone listings.

If a parent/guardian does not want the below-designated information about their son/daughter to be released to
any person or organization without your prior written consent, you must notify the District through the School Principal, in writing, of that fact. If the school district does not receive this notification from you within the prescribed time, it will be assumed that your permission is given to release your son/daughter’s designated directory information listed below:

- The student’s name.
- The student’s address.
- The student’s date and place of birth.
- The student’s photograph.
- The student’s image in a school related video segment.
- The student’s grade level.
- The student’s participation in extracurricular activities.
- The student’s weight and height if a member of an athletic team.
- The student’s honors and awards received.
- The names of parents/guardians of the student.

This information may also be used to compile such things as: newsletters, yearbooks, newspapers, articles, programs (dramatic and athletic), web pages, applications for scholarships and honors, and responses to military recruiters.

**PROTECTION OF PUPIL RIGHTS AMENDMENT (PPRA)**

PPRA affords parents certain rights regarding our conduct of surveys, collection and use of information for marketing purposes, and certain physical exams. These include the right to:

Consent before students are required to submit to a survey that concerns one or more of the following protected areas ("protected information survey") if the survey is funded in whole or in part by a program of the U.S. Department of Education (ED)-

1. Political affiliations or beliefs of the student or student’s parent;
2. Mental or psychological problems of the student or student’s family;
3. Sex behavior or attitudes;
4. Illegal, anti-social, self-incriminating, or demeaning behavior;
5. Critical appraisals of others with whom respondents have close family relationships;
6. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers;
7. Religious practices, affiliations, or beliefs of the student or parents; or
8. Income, other than as required by law to determine program eligibility.

Receive notice and an opportunity to opt a student out of -

1. Any other protected information survey, regardless of funding;
2. Any non-emergency, invasive physical exam or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under State law; and
3. Activities involving collection, disclosure, or use of personal information obtained from students for marketing or to sell or otherwise distribute the information to others.

Inspect, upon request and before administration or use -

1. Protected information surveys of students;
2. Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes; and
3. Instructional material used as part of the educational curriculum.

These rights transfer to from the parents to a student who is 18 years old or an emancipated minor under State law.

Dysart Unified School District has policies regarding these rights, as well as arrangements to protect student privacy in the administration of protected information surveys and the collection, disclosure, or use of personal information for marketing, sales, or other distribution purposes. Dysart Unified School District will directly notify parents of these policies at least annually at the start of each school year and after any substantive changes. Dysart Unified School District will also directly notify, such as through U.S. Mail or email, parents of students who are scheduled to participate in the specific activities or surveys noted below and will provide an opportunity for the parent to opt his or her child out of participation of the specific activity or survey. Dysart Unified School District will make this notification to parents at the beginning of the school year if the District has identified the specific or approximate dates of the activities or surveys at that time. For surveys and activities scheduled after the school year starts, parents will be provided reasonable notification of the planned activities and surveys listed below and be provided an opportunity to opt their child out of such activities and surveys. Parents will also be provided an opportunity to review any pertinent surveys. Following is a list of the specific activities and surveys covered under this requirement:

- Collection, disclosure, or use of personal information for marketing, sales or other distribution.
- Administration of any protected information survey not funded in whole or in part by ED.
- Any non-emergency, invasive physical examination or screening as described above.

Parents who believe their rights have been violated may file a complaint with:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, S.W.
Washington, D.C. 20202-5901

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**ELECTRONIC INFORMATION SYSTEMS (EIS) USER AGREEMENT**

Internet access and E-Mail are available to students and teachers in Dysart Unified School District. DUSD believes the Internet offers vast, diverse, and unique resources to both students and teachers. Our goal in providing this service is to promote educational excellence in schools by facilitating resource sharing, innovation, communication and educating minors about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms, cyber bullying awareness, and response.

While our intent is to make Internet access available to further educational goals and objectives, students may find ways to access other materials as well. We believe that the benefits to students from access to the Internet, in the form of information resources and opportunities for collaboration, exceed any disadvantages; but ultimately, parents and guardians of minors are responsible for setting and conveying the standards that their children should follow when using media and information sources.

To that end, Dysart Unified School District Governing Board has adopted the following policy:

**Acceptable Use - Each user must:**

- Use Electronic Information Systems (EIS) to support personal educational objectives consistent with the educational goals and objectives of Dysart Unified School District.
Discipline Procedures

- Agree not to submit, publish, display or retrieve any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive or illegal material.
- Immediately inform their teacher if inappropriate information is mistakenly accessed.
- Abide by all copyright and trademark laws and regulations.
- Not reveal home addresses, personal phone numbers or personally identifiable data unless authorized to do so by designated school authorities.
- Understand that electronic mail or direct electronic communication is not private and may be read and monitored by school-employed persons.
- Not use the EIS in any way that would disrupt the use of the EIS by others.
- Not use the EIS for commercial or financial gain, political lobbying, or fraud.
- Follow the district’s code of conduct.
- Not attempt to harm, modify, add or destroy software or hardware nor interfere with system security.
- Understand that inappropriate use may result in cancellation of permission to use the EIS and appropriate disciplinary action up to and including expulsion for students.
- Publish information/student work only on DUSD servers or district approved web hosting vendors.
  Users placing information on the Internet using the district’s EIS are publishing information on behalf of the district.
- Be responsible for the appropriate storage and backup of their data.
- Use of EIS for information collection purposes (online surveys, email, etc.) must follow existing district policies and have appropriate administrative approval.

In addition, acceptable use for district employees is extended to include requirements to:
- Maintain supervision of students using the EIS.
- Agree to directly log on and supervise the account activity when allowing others to use district accounts.
- Take responsibility for assigned personal and district accounts, including password protection.
- Take all responsible precautions, including password maintenance and file and directory protection measures, to prevent the use of personal and district accounts and files by unauthorized persons.

Unacceptable Uses - Each user must not:
- Share their Dysart network credentials with any other individual.
- Use their own computing devices to access the Internet via personal Wi-Fi accounts or by any manner other than connecting through the secure wireless connection provided by the school system.
- Users may not connect or install any computer hardware, hardware components or software, which is their own personal property to and/or in the District’s EIS without the prior approval of the District Information Technology Department.
- Users shall not post information that could cause damage or pose a danger of disruption to the operations of the EIS or the District.
- Users shall not access the network for any non-educational purposes.
- Users will not gain or attempt to gain unauthorized access to the files of others, or vandalize the data or files of another user.
- Users will not download and use games, files, documents, music, or software for non-educational purposes. (i.e. Shockwave games/animations, audio and other visual files.)
- Users will not possess any data, which may be considered a violation of these regulations, in paper, magnetic (disk), or any other form.
- Users will not display name or photo to personally identify an individual without receiving written permission.
- Users will not reveal full name, address, phone number, or personal email without permission from an adult.
• Users shall not plagiarize works that are found on the Internet or any other electronic resource.
• Users will not harass, insult, attack others or use obscene language in written communications.
• Users will not post anonymous messages.
• Users may not use free web based email, messaging, video conferencing, or chat services without written permission from DUSD Information Technology.

Resource Limitations:
• Activities that are deemed by the network supervisor to cause unreasonable demand on network capacity or disruption of system operation are prohibited.
• Users shall subscribe only to high quality discussion groups or mailing lists that are relevant to their education or career development.
• Users shall not use the District's EIS for commercial purposes or financial gain. This includes the creation, development and offering of goods or services for sale, and the unauthorized purchase of goods or services. District approved purchases will be made following District approved procedures.
• The District's portable information systems and educational technology resources such as notebook computers, peripherals, and/or companion devices, will be at the school sites during school hours.

Personal Responsibility:
• I will report any misuse of the EIS to the administration or system administrator.
• I understand that many services and products are available for a fee and acknowledge my personal responsibility for any expenses incurred without District authorization.
• I understand that when I am logged on to District computers or electronic devices, that I am ultimately responsible for any activity that occurs on the computer or electronic device under my log-in.

Network Etiquette:
I am expected to abide by the generally acceptable rules of network etiquette. Therefore, I will:
• Be polite and use appropriate language. I will not send, or encourage others to send, abusive messages.
• Respect privacy. I will not reveal any home addresses, or personal phone numbers, or personally identifiable information.
• Avoid disruptions. I will not use the EIS in any way that would disrupt the use of the systems by others.
• Observe the following considerations:
  ▪ Be brief.
  ▪ Strive to use correct spelling and make messages easy to understand.
  ▪ Use short and descriptive titles for articles.
  ▪ Post only to known groups or persons.

Services:
Dysart Unified School District specifically denies any responsibility for the accuracy of information. While Dysart Unified School District will make an effort to ensure access to proper materials, the user has the ultimate responsibility for how the EIS is used and bears the risk of reliance on the information obtained.
To help students, parents and community members report threats, bullying or other criminal actions, Dysart Unified School District has established a Safe Schools Hotline. A message may be left on the hotline 24/7. The hotline number is 623-876-7009. All members of our community - including students - are urged to play an active role in school safety by reporting all threats, bullying situations, violent acts, or other similar behavior for investigation by school and law enforcement officials.

NOTE: A copy of this handbook is available in Spanish at each school and at the District Administration Center.

NOTA: Una copia de este informe está disponible en Español en cada escuela y también en el la oficina Central del Distrito.
AGENDA ITEM: Recommendation to Approve the Discipline Procedures for the 2014-2015 School Year

Action/Consent ______ Action/Discussion ___ Information ____ Supporting Data ___

Cost: Approx. $35,000.00 ______ Funding Source: M&O ________

EXECUTIVE SUMMARY:


Revision Highlights:
✓ Addition of policy to “Bullying/Harassment”
✓ Expanded definition of “Cheat/Plagiarism”
✓ Revised definition of “Sexual Misconduct” and “Sexual Harassment”
✓ Addition of “BB, paintball, pellet-firing, dart or any other air gun that expels a projectile” to weapons definition
✓ Addition of “look-alike weapons” to weapons-simulated definition
✓ Addition of policy to “Bus Discipline Procedures/Bus Rules” and change title to: “Student Conduct on School Buses”

BOARD ACTION REQUESTED:
It is recommended the Governing Board approve the Discipline Procedures for the 2014-2015 School Year.

SUBMITTED BY: ___________ SUPERINTENDENT: ___________

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: ___________
AGENDA ITEM: Approval of Statement of Charges Recommending Dismissal of Certificated Teacher S. Dudley

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

Cost: ____________________ Funding Source: ____________________

EXECUTIVE SUMMARY:
Administration is recommending the Governing Board adopt a statement of charges and notice of intent to dismiss Ms. Stephanie L. Dudley – Certificated Teacher for job abandonment.

BOARD ACTION REQUESTED:
It is recommended the Governing Board adopt the Statement of Charges and Notice of Intent to Dismiss Stephanie L. Dudley – Certificated Teacher.

SUBMITTED BY: __________________ SUPERINTENDENT: __________________

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: _____
AGENDA ITEM: Recommendation for Authorization to Issue Notice of Intent Not to Re-employ Non-Continuing Certificated Staff for the 2014-2015 School Year

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

Cost: _______________  Funding Source: _______________

EXECUTIVE SUMMARY:

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

Strand, Judy  K-8 Interventionist Reading / Riverview School

BOARD ACTION REQUESTED:

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

SUBMITTED BY: ___________________  SUPERINTENDENT: ___________________

ACTION BY BOARD:  Motion: ______  Second: ______  Vote: ______  AGENDA ITEM: 20
AGENDA ITEM: Recommendation for Approval of Additional Positions for the 2014-2015 School Year

EXECUTIVE SUMMARY:

This agenda item provides a recommendation for additional positions for the 2014-2015 school year.

Administration recommends the vacant position of Assistant Director of Maintenance and Facilities be eliminated and replaced with a Maintenance and Facilities Compliance. The new position would be a non-exempt classified position. The reclassification is a result of identifying current needs of safety and compliance in the Maintenance Department, while affording cost savings for duties no longer required due to the absence of growth in district facilities.

The second recommendation is for additional assistance in the gifted classrooms. Administration recommends adding the new position of Gifted Technology Instructional Assistant. This position will provide needed support in the area of technology for the gifted classrooms. Funding for ten (10) .625 non-exempt classified positions will be captured through the elimination of positions in the recently approved reorganization plan for the 2014-2015 school.

Administration recommends re-establishing the former position of Director of Finance in the Business Department. This position will be funded through attrition of administrators.

The last recommendation is to add a new position of Benefits Trust Accountant in the Business Department. This new position would be a non-exempt classified position. Funding for this position will be provided by the Employee Benefits Trust.

The attached back-up documentation lists the positions recommended and provides job descriptions for the Board’s information.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve additional positions for the 2014-2015 school year as presented.
District M & O Positions

<table>
<thead>
<tr>
<th>New Positions</th>
<th>Eliminated or Not Filled Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance and Facilities Compliance Technician, 1.0 FTE</td>
<td>Assistant Director of Maintenance and Facilities, 1.0 FTE</td>
</tr>
<tr>
<td>Director of Finance, 1.0 FTE</td>
<td>Administrator Attrition</td>
</tr>
<tr>
<td>Gifted Technology Instructional Assistant, .625 FTE</td>
<td>District Reorganization</td>
</tr>
</tbody>
</table>

New Position Funded by Employee Benefits Trust

- Benefits Trust Accountant, 1.0 FTE
JOB DESCRIPTION

Maintenance and Facilities Compliance Technician

<table>
<thead>
<tr>
<th>TITLE</th>
<th>Maintenance and Facilities Compliance Technician</th>
<th>REPORTS TO</th>
<th>Director of Maintenance and Facilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>FLSA STATUS</td>
<td>Non-exempt</td>
<td>SUPERVISES</td>
<td>None</td>
</tr>
<tr>
<td>WORK CALENDAR</td>
<td>257</td>
<td>FTE</td>
<td>1</td>
</tr>
<tr>
<td>GRADE</td>
<td>V</td>
<td>HOURS PER DAY</td>
<td>8</td>
</tr>
<tr>
<td>APPROVED ON</td>
<td></td>
<td>REVISED ON</td>
<td></td>
</tr>
</tbody>
</table>

SUMMARY:
Oversees the district maintenance safety and energy efficiency program ensuring compliance with district policy, enabling full educational use of facilities at all times.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Conducts routine safety inspections of school grounds and facilities for the purpose of ensuring they are in a condition of excellence, enabling full educational use of facilities at all times.

2. Identifies possible safety and security hazards and submits recommendation(s) and plan(s) of action during on-shift and off-shift hours.

3. Assists administrators, site managers and/or supervisors to determine the proper action(s) for maintenance work requests to ensure safety, energy conservation, cost efficiency, sound maintenance practices, and priority and urgency of operations.

4. Manage and oversee record keeping to include but not limited to site inspections, fire drills, lock down drills, vandalism, asbestos, etc.

5. Monitor energy and utility usage by site, event(s) and rental usage. Provide history and comparison reports to administration and/or site supervisors to discuss ways to conserve energy.

6. Assist staff with activities involving maintenance, grounds, cost estimates, work orders, etc.

7. Completes a wide variety of logs, documents and reports related to budget, specifications, plans and cost estimates, etc.

8. Update and provide training to appropriate staff regarding scheduling of safety drills and posting required public information notices and signs.

9. Responds to emergencies as needed to take appropriate action(s).

10. Develop and conduct introductory training.

11. Attend safety and/or energy conservation workshops/training sessions.

12. Organize and provide training and/or safety meetings with staff as needed.

13. Establish and maintain good rapport with students, employees, community members and vendors.

14. Maintains a high level of ethical behavior and confidentiality.

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

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

**Education**
1. High school diploma or G.E.D.

**Experience**
1. Two (2) years of journey-level related experience.
2. Working knowledge of various Federal, State and local regulations and/or laws in area of responsibilities.

**Computer Skills**
1. Demonstrated competency in computer applications such as Word and Excel.

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

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

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

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

**PHYSICAL DEMANDS**

The physical demands described here are representatives of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, employee is frequently required to sit, talk, and hear. The employee occasionally will stand, lift and walk. Ability to frequently lift up to 25 pounds and occasionally lift up to 50 pounds. The employee is occasionally required to reach with hand and arms. Employee will frequently interact with the public and other staff members. Specific vision abilities required by this job include close vision.

**WORKING CONDITIONS**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works indoors and outdoors. The noise level in the work environment is usually moderate to loud.

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

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JOB DESCRIPTION – DIRECTOR OF FINANCE

<table>
<thead>
<tr>
<th>TITLE</th>
<th>Director of Finance</th>
<th>REPORTS TO</th>
<th>Executive Director of Business Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>FLSA STATUS</td>
<td>Exempt</td>
<td>SUPERVISES</td>
<td>Business Department</td>
</tr>
<tr>
<td>WORK CALENDAR</td>
<td>257</td>
<td>FTE</td>
<td>1.0</td>
</tr>
<tr>
<td>GRADE</td>
<td>Admin</td>
<td>HOURS PER DAY</td>
<td>N/A</td>
</tr>
<tr>
<td>APPROVED</td>
<td>5/26/2004</td>
<td>REVISED</td>
<td>4/16/2014</td>
</tr>
<tr>
<td>SUMMARY:</td>
<td>To administer the business affairs of the district in such a way as to provide the best possible educational services with the financial and technical resources available</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Assumes responsibility for budget development and long-range financial planning.
2. Administers a budget control system for the district.
3. Assists in recruiting, hiring, training, supervising, and evaluating all financial personnel.
4. Prepares such reports as the Executive Director of Business Services may request.
5. Participates with county and state organizations in staying abreast of school finance and educational technology related issues.
6. Prepares documents and information related to school override and bond elections, and other financial issues.
7. Supervises the management of the financial staff of the school district.
8. Establishes and supervises a program of accounting adequate to record in detail all money and credit transactions.
9. Supervises the collection, safekeeping, and distribution of all funds.
10. Arranges for the internal auditing of school accounts.
11. Manages the Debt Services Fund, including Budgeting, Principal and Interest payments, Continuing Disclosure filings and arbitrage compliance reporting.
12. Ensures that the District's Financial Services software (Visions) is fully utilized to increase efficiency, timeliness and provides various management-level reporting as identified.
13. In conjunction with the Budget Coordinator, develops summary budget status reports and analysis reports for the Executive Director of Business Services and Cabinet.
15. Assists the Executive Director of Business Services and staff in analyzing financial problems and develop solutions which ultimately improve daily operations.
16. Performs his/her job well and faithfully, in a professional manner, and in the best interests of the district.
17. Follows and enforces Governing Board policies, rules and regulations, administrative regulations, and applicable law.
18. Enforces personnel and educational management objectives of this district, as reflected in Governing Board policies.
19. Establish and maintain good rapport with students, employees, community members and vendors.
20. Maintains a high level of ethical behavior and confidentiality.
21. Other job related duties as assigned.

**KNOWLEDGE, SKILLS AND ABILITIES REQUIRED**

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

**Education**
1. Degree in Accounting, Business, Finances, or related areas, CPA a plus.

**Experience**
1. At least three (3) years successful experience in a comparable position.
2. Current school finance experience preferred.
3. Demonstrated expertise in the management environment for administrative and educational functions.

**Computer Skills**
1. Demonstrated competency in computer applications such as Word, Excel, Outlook, and typing.

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

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

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

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

**PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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

**WORKING CONDITIONS**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

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

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JOB DESCRIPTION
Gifted Technology Instructional Assistant

<table>
<thead>
<tr>
<th>TITLE</th>
<th>Gifted Technology Instructional Assistant</th>
<th>REPORTS TO</th>
<th>Principal</th>
</tr>
</thead>
<tbody>
<tr>
<td>FLSA STATUS</td>
<td>Non-exempt</td>
<td>SUPERVISES</td>
<td>Does not supervise others</td>
</tr>
<tr>
<td>WORK CALENDAR</td>
<td>190</td>
<td>FTE</td>
<td>0.625</td>
</tr>
<tr>
<td>GRADE</td>
<td>D</td>
<td>HOURS PER DAY</td>
<td>5</td>
</tr>
<tr>
<td>APPROVED</td>
<td></td>
<td>REVISED</td>
<td></td>
</tr>
</tbody>
</table>

SUMMARY: Assists students and teachers with technology resources to enrich and personalize learning.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Assist in student support of a variety of technical devices belonging to the district and/or students used for educational purposes

2. Assist with online applications available for learning extensions and problem-based learning

3. Assist with collection and dissemination of data and records for students identified as eligible for gifted services

4. Assist in planning and carrying out the activities/work assignments for individual students and in small groups

5. Follow a lesson plan, chart and guide evolved by teacher

6. Assist the teacher with preparation of instructional materials

7. Consult frequently with the teacher about the needs, suggestions, questions, problems and progress of students

8. Maintain all aspect and provision of confidentiality related to Family Educational Rights and Privacy Act (FERPA)

9. Assist the teacher in maintaining student discipline

10. Maintain adequate and legible records concerning students whom they support with teacher direction

11. Assist in evaluating the progress of students

12. Respond to new ideas, methods and/or suggestions to ensure students success

13. Establish and maintain good rapport with students, employees, community members and vendors

14. Maintain a high level of ethical behavior and confidentiality

15. Other job-related duties as assigned

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED

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

Education

1. High school diploma or G.E.D.
Job Qualifications
1. One (1) year of related experience
2. Working knowledge of various computer operating systems, hardware, software, and related applications
3. Possess and maintain a valid First Aid/CPR certification

Computer Skills
1. Demonstrated competency in computer literacy, Word and Excel

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

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

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

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

PHYSICAL DEMANDS
The physical demands described here are representatives of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, employee is frequently required to sit, talk, stand, walk and hear. The employee occasionally may be required to lift students and/or related equipment up to 50lbs. The employee is frequently required to reach with hand and arms. Employee will frequently interact with the public and other staff members. Specific vision abilities required by this job include close vision.

WORKING CONDITIONS
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually mild-moderate.

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

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JOB DESCRIPTION – BENEFITS TRUST ACCOUNTANT

TITLE
Benefits Trust Accountant

REPORTS TO
Executive Director of Business Services

FLSA STATUS
Non-exempt (hourly)

SUPERVISES
Does not supervise others

WORK CALENDAR
257 FTE

1.0

GRADE
Q

HOURS PER DAY
8

APPROVED ON
6/21/2006

REVISED ON
4/16/2014

SUMMARY:
Performs a variety of complex accounting functions in the verification and reconciliation of benefit records to ensure information is entered into the Visions system accurately and timely.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Maintain compliance with Arizona Revised Statutes rules and regulations for various benefits funds.
2. Records/posts and reports on detail of school district benefit transactions for various funds.
3. Process and review all benefit expense requests to insure compliance.
4. Assist in maintaining a continuous compliance for internal auditing programs for benefits funds.
5. Prepares, organizes, processes and procedures, and facilitates training sessions.
6. Attends meetings and workshops for the purpose of conveying and/or receiving information required to perform duties.
7. Maintain a thorough knowledge of the MOU and district benefit structure.
8. Ensure that all staff deductions and payments for benefits are properly accounted for in a timely manner.
9. Reconcile and analyzes benefit data on a monthly basis.
10. Analyze discrepancies and work with the Benefits Department to process appropriate corrections.
11. Produce monthly financial reports for Benefits Trust Board.
12. Establish and maintain good rapport with students, employees, community members and vendors.
13. Maintains a high level of ethical behavior and confidentiality.
14. Other job related duties as assigned.

Benefits Trust Accountant
KNOWLEDGE, SKILLS AND ABILITIES REQUIRED

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

Education
1. High school diploma or G.E.D. required with an Associate degree in accounting highly desirable.

Experience
1. Three (3) or more years of similar duties, with experience in District or public school accounting preferred.

Skills
1. Excellent organizational skills.
2. Ability to prioritize and manage multiple projects in a fast paced environment.
3. Ability to work under pressure.
4. Ability to maintain discretion and a high level of confidentiality.

Computer Skills
1. Demonstrated competency in computer applications such as Word, Excel, PowerPoint, Visions, data entry and typing.

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

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

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

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

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, employee is frequently required to sit, talk, and hear. The employee occasionally will stand and walk. The employee is occasionally required to reach with hand and arms. Employee will frequently interact with the public and other staff members. Specific vision abilities required by this job include close vision.

WORKING CONDITIONS

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually very quiet.

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

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AGENDA ITEM:  Recommendation to Approve the Appointment of Elementary School Principal

Action/Consent  Action/Discussion  X  Information  Supporting Data  X

Cost:  N/A  Funding Source:  M&O

EXECUTIVE SUMMARY:

Administration is proud to present a recommendation for Elementary School Principal. Terrie Barnes is being recommended for the assignment at Ashton Ranch Elementary School for the 2014-2015 school year.

Ms. Barnes received her Master’s degree in Elementary Education from Arizona State University. She has six (6) years of experience as Administrator for Curriculum and Instruction in the Madison School District; three (3) years of experience as an elementary principal, two (2) years as assistant principal and two (2) years as instructional specialist in the Peoria Unified School District. Ms. Barnes also has over fourteen (14) years prior experience as a teacher. Ms. Barnes will receive salary and benefits commensurate with the position, her education and experience. Her résumé is attached for Board review.

A comprehensive selection process was used to identify Ms. Barnes for this position. The position was posted internally and externally for a sufficient length of time for candidates to apply. A paper screening was conducted, and a pool of qualified candidates was determined through an administrative team interview process. Consideration was given to each candidate’s years of related leadership experience, teaching experience, professional training and education. In addition, candidates completed a performance task that included data analysis and a written report. The administrative team included: superintendent Dr. Gail Pletnick, assistant superintendent Dr. Quinn Kellis, executive director Jack Eaton, and principals David Stoeve and Karen Winterstein.

Three finalists participated in a community process that included two separate activities. The first activity was an informal gathering during which time community members were able to talk individually with candidates and ask questions. Members of this group included student Brianna Dilodilo; parents Erin Brown and Jeanette Williams; teachers Jennifer Mathews and Rachel Plitzweitz; and principal Scott Kerr. The second activity was a mock meeting facilitated by each candidate. Members of this group included parents Nanette Brunett and Jamie Lundvall; teachers Marci Partida and Chuck Fischer; classified staff Felecia Rollins; and principal Veronica Vasquez-Robles. At the conclusion of both activities, community participants provided written feedback about the candidates.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the appointment of Terrie Barnes as Elementary School Principal.

SUBMITTED BY:  SUPERINTENDENT:

ACTION BY BOARD: Motion:  Second:  Vote:  AGENDA ITEM:  22
RESUME

Terrie Barnes

CAREER PATHWAY

July 2008- Present
Administrator for Curriculum and Instruction
District Office
Director of Curriculum and Instruction
Director of Gifted Program
Manager of Title Grants
Madison School District

July 2005-2008
Principal
A+ Copperwood Elementary School (Excelling)
K-8 Gifted School within a School
Peoria Unified School District

August 2003-July 2005
Assistant Principal
Zuni Hills Elementary K-8
Peoria Unified School District

August 2001-2003
Instructional Specialist
Cactus High School
Peoria Unified School District

August 1997-2001
English Teacher/District Liaison
Peoria High School
Peoria Unified School District

August 1995-1997
Language Arts Instructor for 7th Grade
Apache Elementary School
Peoria Unified School District

August 1994-1995
Second Grade Instructor
Pioneer Elementary School
Peoria Unified School District
January 1991-May 1994  District Liaison, College Supervisor  
*Arizona State University West*  
Phoenix, AZ

January 1979-June 1987  Second Grade Teacher  
*Pioneer Elementary School*  
Peoria Unified School District

**UNIVERSITY INSTRUCTIONAL EXPERIENCE**

August 1996-May 2001  Masters Program Instructor  
*Chapman University*  
Elementary Language Arts and Social Studies  
Science K-3 Make-It and Take-It

January 1991-May 1994  District Liaison, College Supervisor  
*Arizona State University West*  
Placement and Supervision of Student Teachers  
Instruction in Essential Elements of Instruction

**NATIONAL LEVEL EDUCATIONAL EXPERIENCE**

November 1999-2002  National Conference Director for Southwest Institute for Learning, INC.  
- Student Profiling and Crisis Management 1999  
- Doing the Right Thing in Customer Service 2000  
- Student Achievement and Accountability 2001

June 2002- January 2010  Chapman University  
*Educational Capstones Consulting, LLC*  
On-line Graduate Elective Courses  
Staff Development and Educator Certification

**PROFESSIONAL RELATED ACTIVITIES**

November 1999-2002  Conference Director  
*Southwest Institute for Learning, INC.*
ENRICHED PROFESSIONAL EXPERIENCE


- **Committees Served**: AdvancED, Textbook Adoption, Gifted Programs, Teacher Evaluations, Lesson Design, Clutter-Free Classrooms, K-2 Literacy, Parent Connect, Strategic Planning, NCA Science, NCA Language Arts, School Safety, School Improvement, Swirl Business Partnership, Career Ladder Level 5, Yearbook, District Poetry Contest, Science Fair, District Mission and Vision

DEGREES

August 1982  
Masters of Arts Elementary Education  
*Arizona State University*

December 1978  
Bachelors of Arts Elementary Education  
*Arizona State University*

June 1977  
Glendale Community College
CERTIFICATION

Arizona Superintendent Certification
Arizona Principal Certification
Arizona Standard Elementary Education K-8
Arizona Standard Secondary Education 7-12
Arizona Structured English Immersion K-12
Arizona Provisional Gifted Endorsement K-12

PROFESSIONAL ACADEMIC HONORS

- Raymond Kellis Leadership Award
  Nomination 2005
- A+ Principal at Copperwood Elementary
- Golden Bell Award at Copperwood Elementary
- Peef Grant Recipient 2002- Summer Bridge Program
- Who’s Who Among American Teachers 2002
- Outstanding Service Award- ASU West
- Outstanding Service Award-Chapman University
- Magna Cum Laude B.A.- Arizona State University
- Academic Scholastic Award- Glendale Community College

PROFESSIONAL ACTIVITIES

- Solution Tree
- Professional Learning Communities (2009-2012)
- ADE Common Core (2008-Present)
- Instructional Shifts
- Mathematical Practices
- Close Reading
- Depth of Knowledge
- Effective School Conference- May 2002
- Harry Wong Conference- March 2003
• Peoria Leadership University- August 2001-Present
• ASA Conference- Prescott October 2002
• ASA Conference- Tucson June 1997-2004
• National Superintendent Conference- San Francisco 2004
• NEASP Conference-San Antonio 2006
• Bully Awareness Training 2002
• A+ Judge Spring 2005
• Brain Gym Workshop 2005
• Hiring the Best Conference 2006

PROFESSIONAL MEMBERSHIPS

Arizona School Administrators (ASA)
Association for Supervision and
Curriculum Development (ASCD)
American Association of School
Administration (AASA)
National Association for Gifted Children
Council for Exceptional Children
AGENDA ITEM: Recommendation to Approve the Appointment of Elementary School Principal

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

Cost: N/A Funding Source: M&O

EXECUTIVE SUMMARY:

Administration is proud to present a recommendation for Elementary School Principal. Marianne Hessler is being recommended for the assignment at Countryside Elementary School for the 2014-2015 school year.

Ms. Hessler received her Master’s degree in Educational Psychology from Arizona State University. She has two (2) years of experience as an assistant principal, one (1) year as an instructional growth teacher and one (1) year as a teacher in the Dysart Unified School District. Ms. Hessler also has eleven (11) years of experience as a teacher and three (3) years as a student advisor in the Peoria Unified School District. Ms. Hessler will receive salary and benefits commensurate with the position, her education and experience. Her résumé is attached for Board review.

A comprehensive selection process was used to identify Ms. Hessler for this position. The position was posted internally and externally for a sufficient length of time for candidates to apply. A paper screening was conducted, and a pool of qualified candidates was determined through an administrative team interview process. Consideration was given to each candidate’s years of related leadership experience, teaching experience, professional training and education. In addition, candidates completed a performance task that included data analysis and a written report. The administrative team included: superintendent Dr. Gail Pletnick, assistant superintendent Dr. Quinn Kellis, executive director Jack Eaton, and principals David Stoeve and Karen Winterstein.

Three finalists participated in a community process that included two separate activities. The first activity was an informal gathering during which time community members were able to talk individually with candidates and ask questions. Members of this group included student Michaela Covarrubio; parent Angela Barrett-Smith; teachers Dana Hardman and Alex Marquardt; and principal Andrea Willingham. The second activity was a mock meeting facilitated by each candidate. Members of this group included parents Kelly Padilla and Christopher Tovar; teachers Brandi McLean and Elizabeth Schultz; classified staff Artis Miller; and principal Jayne Wieferich. At the conclusion of both activities, community participants provided written feedback about the candidates.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the appointment of Marianne Hessler as Elementary School Principal.

SUBMITTED BY: ___________________________ SUPERINTENDENT: ___________________________

ACTION BY BOARD: Motion: ______ Second: ______ Vote: ______ AGENDA ITEM: Q3
Marcianne Hessler

Education/ Certification

M.Ed. Educational Psychology, Arizona State University, Tempe, AZ. 1996
BA Secondary Education, English, Arizona State University, Tempe, AZ, 1992
Principal Certificate, Arizona, Northern Arizona University, Flagstaff, AZ, 2009
Teacher Certificate, 7-12 English, Arizona
SEI Endorsement, Arizona

Teaching Experience

Assistant Principal, Dysart High School, 2013-current
Assistant Principal, Willow Canyon High School, 2012-13
Instructional Growth Teacher, Willow Canyon High School, Surprise, AZ 2011-12
English teacher/ English language learners teacher, Valley Vista High School, Surprise, AZ 2010-11
Student Advisor, Raymond S. Kelli High School, Glendale, AZ, 2006-2009
English teacher, Raymond S. Kelli High School, Glendale, AZ, 2005-2006
English teacher, Sunrise Mountain High School, Peoria, AZ, 2002-2004
7th Grade Language Arts teacher, Foothills Elementary, Glendale, AZ, 1993-2001

Leadership Experience

PTSO Vice President, Marshall Ranch Elementary, Glendale, AZ, 2010-11
State President, Arizona Professional Educators, Mesa, AZ 2000-2006
State Board Member, Arizona Professional Educators, Mesa, AZ, 1995-1999
Local President, Peoria Classroom Teachers Association, Peoria, AZ, 1996-1998
Site Representative, Peoria Classroom Teachers Association, Peoria, AZ, 1994-1996
Coaching Experience

Head Varsity Swim Coach, Sunrise Mountain High School, Peoria, AZ, 2002-2004


Synchronized Swim Director, City of Phoenix, 1994-2000

Junior High Boys Flag Football Coach, Foothills Elementary, 1994-1996

Awards

2009 Pride of Peoria recipient

2004 Regional Swim Coach of the Year, Wells Fargo Region

Professional Development

AVID Summer Institute, Dallas, TX, June 2013


“Ruby Payne, Understanding Poverty”, Aha! Process, INC, Dallas, TX, February, 2007

“Infant Brain Training/ Parenting classes”, New Directions Institute for Brain Development, Phoenix, AZ, 1997-1999

Professional Affiliations

Arizona Professional Educators, 1993-present

National Association of Elementary School Principals, 2009-present
"Power in the preparation...Excellence in the journey...Success for a lifetime..."

GOVERNING BOARD ITEM

AGENDA ITEM: Discussion and Possible Action to Provide Direction to the Board Liaison/Superintendent Regarding Monthly Liaison Meetings with the City of Surprise

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<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:

At the March 18, 2014 meeting between the District Governing Board and City of Surprise Council liaisons, it was determined the liaisons meet monthly. At this time, the Board will have an opportunity to discuss how to move forward on this request and take any action deemed necessary. Meetings dates have been set for May 8th and June 11th.

BOARD ACTION REQUESTED:

It is recommended the Governing Board provide direction to the Liaison regarding meetings with the City of Surprise and act on _____________________________.

SUBMITTED BY: ____________________________ SUPERINTENDENT: ____________________________

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 24
AGENDA ITEM: Discussion and Possible Action Regarding Out of State Travel for Governing Board Member(s) to Attend the 5th Annual Rachel’s Challenge Educational Summit in Denver, CO, June 18-21, 2014

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

EXECUTIVE SUMMARY:

WHO: Governing Board Member(s)

WHAT: 5th Annual Rachel’s Challenge Educational Summit - Awaken the Learner, Finding the Source of Effective Education

WHEN: June 19-21, 2014

WHERE: Denver, CO

WHY: To learn about principles and strategies that lead to creativity, critical thinking, better communication, collaboration and academic achievement using the Awaken the Learner concepts developed by Darrell Scott in collaboration with Robert Marzano.

COST: The approximate cost of $1,500 includes registration, airfare, 3 nights lodging and meals.

The Governing Board will discuss and possibly take action to authorize member(s) of the Board to attend the 5th Annual Rachel’s Challenge Educational Summit in Denver, CO, June 18-21, 2014.

Registration: $345.00 each
Air Fare: $350 each (estimated)
Housing: $483.00 each ($161 x 3 nights)
Meals: $176 ($44 allowed per Diem x 4 days)
Mileage: $30.00 ($4.45 per mile x 64 miles roundtrip rounded up)
Airport Parking: $20.00 ($5.00 per day up to 4 days)

Estimated Cost Per Person: $1,400 - $1,500

The balance of the Governing Board $10,000 Travel Budget is approximately $3,500.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve out of state travel for Board Member(s) to attend the 5th Annual Rachel’s Challenge Educational Summit in Denver, CO, June 18-21, 2014.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM: 25