President: Dr. Ruth Ann Marston
Members: Mr. Doug Allsworth
          Ms. Susan Bliss
          Ms. Liz Meza
          Dr. Louisa Stark

Phoenix Elementary School District No. 1 Governing Board Meeting

Agenda Booklet for April 22, 2010
Notice of Regular Public Meeting – Notice of Regular Session - Notice of Executive Session

Pursuant to A.R.S. §38-431.01 and A.R.S. § 38-431.02, notice is hereby given to the general public that the Governing Board of the Phoenix Elementary School District No. 1 will hold a Regular Meeting, which is open to the public, on Thursday, April 22, 2010 at 5:30 p.m., in the Governing Board Room of the Phoenix Elementary School District#1, 1817 North 7th Street, Phoenix, Arizona.

A. Regular Session – 5:30 p.m.
   1. Call to Order – Dr. Ruth Ann Marston, President
   2. Pledge of Allegiance – Fred Graef
   3. Adjourn to Executive Session

B. Executive Session
   1. Receive and Discuss Items from Ongoing Meet and Confer Process

§38-431.03.A.5. Discussion or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations with employee organizations regarding the salaries, salary schedules or compensation paid in the form of fringe benefits of employees of the public body.

   2. Adjourn to Regular Session

C. Approval of Consent Agenda
   1. Approval of Minutes: February 11, 2010
      February 25, 2010
      March 25, 2010
   2. Ratification of Payroll $1,971,004.00 and Expense Vouchers $731,647.22 in the Total Amount of $2,702,651.22
   3. Request to Approve Out of District Field Trip
   4. Request for Approval of Employment of Administrative, Certified and Classified Staff
   5. Request for Approval of Separation of Employment, Resignations and Retirements
   6. Request for Approval of Employment of Director of Special Education for the 2010-2011 School Year

D. Community Communications
   This is the time for the public to comment. Members of the board may not discuss items that are not specifically on the agenda. Therefore, pursuant to A.R.S. §38-431.01(G), actions taken as a result of public comment will be limited to
directing staff to study the matter, responding to criticism, or rescheduling the matter for further consideration and decision at a later date.

Note:
- Agenda items may be taken out of order.
- Anyone wishing to address an agenda item must complete a Speaker Card.
- Time for comments may be limited to ensure that different viewpoints are heard.

E. **Superintendent’s Report**
1. Awards and Recognitions
2. Announcements

F. **Business Services – Kenneth Baca, Assistant Superintendent**
1. Receive and Discuss Information with Respect to a November 2, 2010 Class B Bonding Program Special Election

G. **Curriculum & Instruction – Tom Lind, Assistant Superintendent**
1. Request to Receive and Discuss Information on AzSafe, Student Code of Conduct, and Best Practices in Special Education and Behavior Management Committee
2. Request for Approval to hold two (2) public hearings to receive input on Family Life Education Lessons for Grades 4-8
3. Request for Approval of Agreement with ASU for the American Dream Academy Program, formerly known as PIQE, for the 2010-2011 School Year

H. **Human Resources – Randy Dickason, Executive Director**
1. Receive and Discuss Items from Ongoing Meet and Confer Process
2. Request for Approval of Issuance of Contracts to Teachers, Administrators, (Professional) Support Services Staff, and Work Agreements for Classified/Support Staff for the 2010-2011 School Year
3. Request for Approval of Agreement Regarding Recoupment of Montessori Training Payments

I. **Board Reports and Requests**
1. Select a Delegate and an Alternate Delegate for the ASBA Delegate Assembly
2. Update on University Public School Phoenix (UPSP)
3. Board Direction to the Superintendent (if necessary)
4. Board Report

J. **Adjournment**

Board packets containing information for this meeting may be reviewed in each of the school offices and at the reception desk at the Emerson Court Administrative Complex. Additional material may be added to the packet up to 24 hours before the Governing Board meeting and will be available in the Superintendent’s office and at the reception desk at Emerson Court. Anyone requiring special accommodations or Spanish translation, please contact the Governing Board office at 602-523-8974. This notice posted pursuant to A.R.S. §38.431.02. The next regular Governing Board meeting will be held on Thursday, May 13, 2010 at 6:00 p.m.
Dr. Ruth Ann Marston presided over the PESD #1 Governing Board Meeting in the Phoenix Elementary School District Governing Board Room.

Other Board members present at the meeting were:

Mr. Doug Allsworth  Ms. Susan Bliss  Ms. Liz Meza  Dr. Louisa Stark
(Absent)

Also present were:

Ms. Myriam Roa  Mr. Tom Lind  Mr. Kenneth Baca
Superintendent  Assistant Superintendent  Assistant Superintendent
for Curriculum and Instruction  for Business Services

Mr. Randy Dickason  Ms. Eleanor Moyza
Executive Director for  Board Secretary
Human Resources

A. **Call to Order – 6:00 p.m.**
   1. Call to Order – Dr. Ruth Ann Marston, President
   2. Pledge of Allegiance – Tom Lind

   (Item F was discussed out of the order of discussion)

F. **Superintendent's Report**
   1. Awards and Recognitions
   Ms. Roa gave recognition to the three winners of the Phoenix Elementary School District Spelling Bee which was held on January 28, 2010:
      - First Place Winner: Samihan Muppirala, 3rd grader at Faith North School.
      - Second Place Winner: Julia Nevarez, 6th grader at Kenilworth School.
      - Third Place Winner: Octavio Rodriguez, 7th grader at Heard School.
   Phoenix Elementary will send two spellers to the Regional Spelling Bee to be held on 2/18/10 at 9:15 a.m. in the Murphy School District Education & Health Center located at 1340 W. Buckeye Rd, Phoenix, AZ.

   Ms. Roa gave recognition to Ms. Sue Brash, Ms. Nancy Clark and Ms. Karen Henderson of the Assistance League of Phoenix for their generous donations to our students and teachers.
      - The LEARN Program/Book Gifts Project donated 459 books to the 8th grade students and Language Arts Teachers at eight of our schools. The estimated retail value of the books is $4,126.41.
      - Operation School Bell donated Clothing Packages for 397 students at 12 of our schools and 92 students received items of clothing from the Emergency Bag given at the beginning of the year. The estimated retail value was $31,785.
      - Volunteers from the Dictionary Gift Project visited 4 schools and presented the 6th grade students and their teachers with a new edition of the Merriam-Webster Dictionary/Thesaurus. A total of 293 copies were donated at an estimated retail value of $2,930. Ms. Roa thanked them for their generosity and for making a big difference in our students' lives.

February 11, 2010
2. Announcements
None
3. Information Items
None

B. Call for Executive Session
1. Receive and discuss advice from counsel regarding Governing Board Policy GCO; the Regulation GCO-R; and the Exhibit GCO-E, Evaluation of Professional Staff Members, GCQA and the Regulation GCAQ-R; Professional Staff Reduction in Force and any other recommendations from ASBA regarding policy advisory issued in November 2009 or regarding the implementation of House Bill 2011.
A.R.S. §38-431.03.A.3. Upon a public majority vote of the members constituting a quorum, a public body may hold an executive session but only for the following purposes: Discussion or consultation for legal advice with the attorney or attorneys of the public body.

2. Discussion to obtain legal advice and to direct attorney for the public body pursuant to A.R.S. §38-431.03.A.3 and A.4 regarding concerns pertaining to the University Public Schools, Inc. (UPSJ) collaboration agreement and regarding negotiations for potential contract modifications.
A.R.S. §38-431.03.A.3 and A.4. Upon a public majority vote of the members constituting a quorum, a public body may hold an executive session but only for the following purposes: Discussion or consultation for legal advice with the attorney or attorneys of the public body. Discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation. Ms. Jennifer MacLennan, Attorney for the District, informed the board that with respect to the Executive Session, there are two Executive Sessions. The first one is under A3 and she doesn't have any comments with respect to that. With respect to the 2nd Executive Session, it's noticed that under both A3 and A4, that A4 is to give direction to the attorney for the Public Body if certain instances are at issue and she noted that on the board's agenda they have an Action Item separately in the agenda which would allow the board to provide the attorney with direction. She suggested that when the board moves into Executive Session that they just move under A3 and not under A4 as listed on the agenda.

Mr. Allsworth moved for approval to move into Executive Session pursuant to A.R.S. 38.431.03.A3 in accordance with the recommendations of counsel. Dr. Stark seconded the motion.
For the 2nd Executive Session, Mr. Allsworth amended his motion to say for the reasons specified in the agenda, which Dr. Stark accepted as an amendment. The board approved the motion and the amendment by 4-0 and adjourned into Executive Session at approximately 6:15 p.m.

3. Adjourn to Regular Session

C. Resume Regular Session
The board resumed the Regular Session at approximately 7:13 p.m.

(Item G3 was discussed out of the order of discussion)

G. Business Services – Kenneth Baca, Assistant Superintendent
3. Request Approval of option to Renew, Terminate or seek Modification of the Collaboration Agreement between Phoenix Elementary School District and University Public School, Inc. (UPSJ)
Board President Dr. Ruth Ann Marston stated that the board has received legal advice on this.
Mr. Allsworth moved that the board postpone consideration of Item G3 for at least two (2) weeks and Dr. Stark seconded the motion. The board approved the motion by 4-0 and it was passed.

D. Approval of Consent Agenda
1. Approval of Board Minutes: December 4, 2007
December 10, 2009
January 14, 2010
January 21, 2010
February 11, 2010
2. Ratification of Payroll $3,908,391.67 and Expense Vouchers $2,435,807.08 in the total amount of $6,344,198.75
3. Approval of Financial Reports for Student Activity Funds for November 2009 and December 2009
4. Request for Approval of Gifts and Donations
5. Request for Approval of Employment of Administrative, Certified and Classified Staff and Employee Contract/Work Agreement Adjustments
6. Request for Approval of Separations of Employment, Resignations and Retirements
7. Request Approval of Interim Director of Special Education as a Qualified Evaluator of Certificated Staff of the 2009-2010 School Year

Mr. Allsworth moved for approval of the Consent Agenda and Ms. Meza seconded the motion. The board approved the motion by 4-0 and the Consent Agenda was passed.

E. Community Communications
None

G. Business Services – Kenneth Baca, Assistant Superintendent
1. Receive and Discuss Budget Information and Considerations
2. Authorization to Issue a Request for Proposal for Energy Conservation Consulting Services

Mr. Allsworth moved for approval of Item G2 and Dr. Stark seconded the motion. The board approved the motion by 4-0 and Item G2 was passed.

H. Curriculum & Instruction – Tom Lind, Assistant Superintendent
1. Receive and Discuss Partnership Opportunity with ASU College of Teacher Education and Leadership Teacher Advancement Program (TAP)

Ms. Betsy Fera spoke to the board about TAP, gave information and showed some slides of the program. Dr. Marston stated that she would like a lot more information in a Board Update and also stated that she'd like to know if this is an opportunity, potentially, for collaboration with UPSI as a training opportunity.

2. Request for Award of Request for Proposal #007-0910 to Class Travel LLC for Student Field Trip to San Francisco, CA

Mr. Lind stated that Items H2 and H3 are related and that Capitol School originally submitted an Out-of-State Field Trip Request for students for a June trip and their estimated cost exceeds the Procurement Guidelines which prompted the RFP to be issued under Item H2. Mr. Lind stated that administration recommends that the Governing Board approve the RFP Award 007-0910 to Class Travel LLC for Capitol School’s Student Field Trip to San Francisco in June not to exceed the $35,374 limit based upon the RFP. Dr. Marston asked Mr. Lind if they have already raised the money or if the board’s motion needs to be conditional upon their having the money. Mr. Lind stated that Capitol School is actively raising the money but he doesn’t know if they have all $24,000 in the bank, but he knows that they’re well on their way. Dr. Marston stated that they will need a conditional motion because they can’t approve something if the funding is not there. (see Item H3 for motion)

3. Request to Approve Out of District Field Trip

Mr. Allsworth moved approval of Item H2 and Item H3, not to exceed $35,374 and only if Capitol School is successful in raising the funding and Ms. Meza seconded the motion. The board approved the motion by 4-0 and Item H2 and Item H3 were passed on a conditional motion.

4. Request for Approval of Agreement with Maricopa County Community College District (MCCCD) for a College Student service learning Program

Mr. Allsworth moved for approval of Item H4 and Dr. Stark seconded the motion. The board approved the motion by 4-0 and it passed.

5. Request to Approve Out of State Travel – Dallas

February 11, 2010
Mr. Allsworth moved for approval of Item H3 and Dr. Stark seconded the motion. The board approved the motion by 4-0 and Item H5 was passed.

6. Request to Approve Out of State Travel - Long Beach
Mr. Allsworth moved for approval of Item H6 and Dr. Stark seconded the motion. The board approved the motion by 4-0 and Item H6 was passed.

7. Request Approval of Appointment of Phoenix Elementary School District Board Member to University Public School Phoenix (UPSP) School Council
Dr. Stark moved approval to nominate Ms. Meza to serve as representative to the University Public School Phoenix (UPSP) School Council and Ms. Meza accepted the nomination. Mr. Allsworth stated that he would be happy to continue to serve. Dr. Stark stated that her understanding of this was that this should be rotated and there would be a different member of the board who would be serving every year and Dr. Marston agreed and stated that it had been discussed earlier. Ms. Meza seconded the motion and the board approved the motion by 4-0 and Item H7 was passed.

I. Human Resources – Randy Dickason, Executive Director

1. Receive and Discuss Governing Board Policies GCB, Professional Staff Contracts and Compensation; GCBA, Professional Staff Salary Schedules; GCCE, Professional/Support Staff Conferences/Visitations/Workshops; GCF, Professional Staff Hiring; and GCMF, Professional Staff Duties and Responsibilities, as a First Reading
Mr. Dickason stated that if these policies are approved as a Second Reading, they would go into effect for the 2010-2011 School Year. Dr. Marston stated that it’s important for the board and staff to know about this.
Ms. Rosalinda Ramirez, PECTA President expressed her opinion about the policies.
Mrs. Ginger Baron, a teacher expressed her opinion about the policies.

2. Receive and Discuss Governing Board Policies DKB, Salary Deductions; GBEB, Staff Conduct; Policy Exhibit GCF-EC, Professional Staff Hiring, and Policy Exhibit GBEB-E, as a First Reading

J. Board Reports and Requests

1. Update on University Public School Phoenix (UPSP) - None
2. Board Direction to the Superintendent (if necessary) - None
3. Board Report – None

K. Adjournment

Mr. Allsworth moved for approval to adjourn the board meeting and Ms. Meza seconded the motion. The board meeting adjourned at 9:00 p.m.

Respectfully,

Dr. Ruth Ann Marston
Board President

RAM: evm

February 11, 2010
Kathy GARCIA

From: Kenneth BACA
Sent: Monday, March 22, 2010 3:11 PM
To: 27 - Governing Board; Ruth Ann Marston
Cc: Cabinet; Kathy GARCIA; Josie DIAZ; 'Sara Bresnahan'; Jennifer MacLennan
Subject: Board Agenda Revision
Importance: High

Upon advice from legal counsel, item K-1 of the Agenda Booklet for March 25, 2010 has been pulled. Specifically, the action proposed for the Governing Board to approve a Resolution of formal support for the temporary 1 cent state sales tax may violate A.R.S. Section 15-511 which prohibits use of District resources to attempt to influence the outcome of an election. Legal counsel has confirmed that ASBA is also advising districts that this is prohibited.

Please call me if you have any questions. Thank you.
Kenneth R. Baca
Assistant Superintendent
Business Services
Phoenix Elementary School District #1
1817 North 7th Street
Phoenix, Arizona 85006
(602) 257-3791

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE. IT MAY CONTAIN PRIVILEGED OR CONFIDENTIAL INFORMATION THAT IS EXEMPT FROM DISCLOSURE. Dissemination, distribution or copying of this message by anyone other than the addressee is strictly prohibited. If you received this message in error, please notify us immediately by replying: “Received in error” and delete the message. Thank you!
Kathy GARCIA

From: Eleanor V. MOYZA
Sent: Monday, March 22, 2010 3:46 PM
To: Kathy GARCIA
Subject: February 25, 2010 Board Minutes/Revised and Approved by Myriam
Attachments: 02.25.10.Exec Session.Brd Mtg.doc

Please see attached.

Eleanor V. Moyza
Board Secretary/Custodian of Records
Superintendent's Office
Office: (602) 523-8974
Fax: (602) 257-3783

3/29/2010
Dr. Ruth Ann Marston presided over the PESD #1 Governing Board Meeting in the Phoenix Elementary School District Governing Board Room.

Other Board members present at the meeting were:

- Mr. Doug Allsworth
- Ms. Susan Bliss
- Ms. Liz Meza
- Dr. Louisa Stark (Absent)

Also present were:

- Ms. Myriam Roa
  Superintendent
- Mr. Tom Lind
  Assistant Superintendent
  for Curriculum and Instruction
- Mr. Kenneth Baca
  Assistant Superintendent
  for Business Services
- Mr. Randy Dickason
  Executive Director for
  Human Resources
- Ms. Eleanor Moyza
  Board Secretary

A. **Call to Order – 5:30 p.m.**
   1. Call to Order – Dr. Ruth Ann Marston, President
   2. Pledge of Allegiance - Matthew Camacho

   (Item F 1 was discussed out of the order of discussion as well as other board items)

F. **Superintendent’s Report**
   1. Awards and Recognition

   Ms. Roa gave recognition to Octavio Rodriguez, who she described as an outstanding 7th grade student at Heard School. Mr. Matthew Camacho, Heard School Principal stated that Octavio has attained one of the highest scores in the State of Arizona. Last year on the AIMS, he excelled in Math, Writing and Reading, he is captain of the football team and he plays a stringed instrument. He embodies Heard School’s Vision Statement and is a self-directed, competent student who is confident and motivated to be an outstanding leader. He was named Student of the Month for January and recently placed 3rd in the District Spelling Bee. He is a straight-A student and athlete and takes the time to go into younger students’ classrooms to speak to them about the importance of earning good grades and making positive choices. Although he is a 7th grader, Octavio is a role model for others.

   Mr. Owen Sullivan, who was Octavio’s 6th Grade Homeroom Teacher stated that Octavio has a perfect score on AIMS Math and Reading, that he works very hard, is a promising musician and a remarkable individual. Mr. Sullivan stated that Octavio has brought a lot of honor to him, Mr. Camacho and Heard School but mostly to his family, because many people take this test, but not many people work as hard as Octavio did by putting in as many hours as he did. Mr. Sullivan encouraged Octavio to get as many scholarships as he can and to go as far as he can and told him that he and Mr. Camacho are very proud of him.

B. **Call for Executive Session**
   1. Receive and Discuss the Meet and Confer Salaries, Proposals and Budget Impact
A.R.S. §38-431.03.5. Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations with employee organizations regarding the salaries, salary schedules or compensation paid in the form of fringe benefits of employees of the public body.

Ms. Bliss moved for approval for the board to move into Executive Session and Ms. Meza seconded the motion. The board approved the motion by 4-0 and moved into Executive Session at 5:35 p.m.

C. Resume Regular Session
The board resumed the Regular Session at approximately 6:07 p.m.

F. Superintendent’s Report
2. Announcements
Ms. Rosalinda Ramirez, PECTA President announced that a District Pride March will be held on March 4th and they’d like to have the March take place from McDowell to Palm Lane with posters to have the public see the posters and promote the fact that we need the education cuts to be limited because the students need our support too. She invited the board members, cabinet members and the Superintendent to join them and have them help by marching up and down 7th Street. Ms. Ramirez also stated that they (PECTA) would like the opportunity to speak at Site Council Meetings during the Month of March to show their support for education and hopefully stop some of the education cuts up there. Ms. Ramirez informed Dr. Marston that they could meet at 4:00 p.m. at the District Office Parking Lot and stated that they have been allowed to park at AEA Building, which is located at 345 W. Palm Lane. She stated that the march would be a district-wide event and thanked Dr. Marston for the support.

3. Information Items
   None

D. Approval of Consent Agenda
1. Ratification of Payroll $1,957,665.39 and Expense Vouchers $1,297,120.58 in the total amount of $3,254,785.97
2. Request to Approve Out of District Field Trips
3. Request for Approval of Employment of Administrative, Certified and Classified Staff
4. Request for Approval of Employee Contract/Work Agreement Adjustments for Changes in Position
5. Request for Approval of Separation of Employment, Resignations and Retirements

Ms. Bliss moved for approval of the Consent Agenda and Mr. Allsworth seconded the motion. The board approved the motion by 4-0 and the Consent Agenda was passed.

E. Community Communications
Ms. April Zydorcty, Classroom Teacher at Lowell School expressed her opinion about HB2011.

G. Business Services – Kenneth Baca, Assistant Superintendent
1. Request for Approval for Issuance of Purchase Order to Ry-Tan Construction, Inc. (PESD RFQ #009-0607, Board Renewal 04-23-09 Item E2) to Weatherproof the Outside of Kenilworth School (Improvement Bonds, Project of 2006, Series B 2009)

Ms. Bliss moved for approval of Item G1 and Mr. Allsworth seconded the motion. The board approved the motion by 4-0 and Item G1 was passed.

H. Curriculum & Instruction – Tom Lind, Assistant Superintendent
1. Receive and Discuss PEER Program Update
Ms. Kimberly Hertzog, Director of General Studies and PEER, along with Mr. Tom Lind presented an informational report to the board which had been postponed and delayed from the December Study Session.
I. **Human Resources – Randy Dickason, Executive Director**

1. Request for Approval of Governing Board Policy GCQA and the Regulation GCQA-R; Professional Staff Reduction in Force, as a Second Reading
2. Request for Approval of Governing Board Policies DKB, Salary Deductions; GBEB, (and Exhibit GBEB-E) Staff Conduct; and GCF, (and Exhibit GCF-EC) Professional Staff Hiring, as a Second Reading
3. Request for Approval of Governing Board Policies GCB, Professional Staff Contracts and Compensation; GCBA, Professional Staff Salary Schedules; GCCE, (and Exhibit GCCE-E) Professional/Support Staff Conferences/Visitations/Workshops; and GCMF, Professional Staff Duties and Responsibilities, as a Second Reading
4. Request for Approval of Governing Board Policy GCO, Evaluation of Professional Staff Members; and Related Regulation GCO-R; and Exhibit GCO-E, as a Second Reading

*Ms. Bliss moved for approval of all agenda items concerning the board policies involving Items I 1 through I 4 and Mr. Allsworth seconded the motion.*

Dr. Marston stated that she has a comment for the teachers in the audience. She stated that they’ll notice there’s language in the proposed policy that responds to the governor’s bill that was passed and went into effect on the 24th of November and there’s also language that responds to the Memorandum of Understanding that our school district had to sign in order to continue to get state aid so that the state could get federal money and it could come down to us, hopefully. She stated that we should notice that in addition to that language that we have put in a bullet that says, “over-all teaching experience with proficient evaluations in relevant grade levels and subjects, including experience at other comparable educational institutions or in other comparable programs”. Dr. Marston stated that’s not quite the same thing as tenure or seniority, but it does give our experienced staff recognition of their ability and that’s in there as a result of comments that employees made to the board. She further stated that if they have other comments that will help us to retain our best staff members that do not go against the laws that we are sworn to uphold we would certainly appreciate having them.

*Ms. Kathy Monteiro, Classroom Teacher at Lowell School expressed her opinion of Items II through I4. Ms. Rosalinda Ramirez, PECTA President expressed her opinion of Item II through I4.*

Ms. Meza brought the board’s attention to Page 4 of Item I 4, on the first bullet where it states that a “third evaluation shall be”...she asked if a certain timeframe is needed because the sentence is not complete. Mr. Dickason read through it and stated that it should be “shall be made”. The sentence should read, “prior to the intended date to provide notice of non-reemployment and subsequent to the ninety (90) day period during which a teacher was provided the opportunity to overcome any noticed inadequacies of classroom performance, a third evaluation shall be made”.  *Mr. Dickason corrected the error and Ms. Bliss accepted the amendment/change as did the other board members. The board approved the motion by 4-0 and Items I I through I 4 were passed.*

J. **Board Reports and Requests**

1. Request for Approval of Governing Board Resolution of Formal Opposition to Senate Bill 1166

Dr. Marston proposed a Resolution by the Governing Board of Phoenix Elementary School District #1 in opposition to Senate Bill 1166. She stated that the reasons she would like to propose this are listed on the fact sheet prepared by the Arizona Preservation Foundation and you can see that many other people are acting in opposition to it. The Joint Legislative Budget Committee says that it actually will cost the State money and we believe that it will cost our school district money very quickly and over time because it would cause a rapid decrease in property values within our school district.  *Ms. Bliss seconded the motion. Mr. Allsworth and Ms. Meza each stated that they support the resolution. The board voted in favor of the resolution by 4-0 and it was passed.*
4. **Board Report**

Dr. Marston gave a Board Report on a conference that she attended with Sara Marcum, on Disciplining Students with Behavioral Problems in a Legally Compliant Manner and the major issues are restraint and isolation. She stated that some schools use all kinds of restraints to punish people or they use isolation. Dr. Marston stated that there is a requirement on the school board to look at the recommendations of a task force that was established by the legislature on the issues of behavior and we must reject or accept each of these recommendations. Dr. Marston stated that the district, under Tom Lind’s leadership has been working on this problem for some time and the whole problem of bringing a behavioral program into focus so that it’s uniform throughout the district and our students are treated fairly and their rights against search and seizure are not aggregated, because students have rights too. She stated that this will be part of what is recommended to the board by staff, but she wanted to bring it to us in detail since the board has to act on it in detail by June 30, 2010 and the Arizona School Boards Association put together a questionnaire so that the board will be able to act on it in detail. She stated that she just wanted to alert the board that this is coming up and that these are our kids.

2. **Update on University Public School Phoenix (UPSP)**
   None

3. **Board Direction to the Superintendent (if necessary)**
   None

K. **Adjournment**

Ms. Bliss moved approval to adjourn the board meeting and Mr. Allsworth seconded the motion. The board approved the motion by 4-0 and the board meeting adjourned at 7:25 p.m.

Respectfully Submitted,

__________________________
Dr. Ruth Ann Marston
Governing Board President

RAM: evm
Dr. Ruth Ann Marston presided over the PESD #1 Governing Board Meeting in the Phoenix Elementary School District Governing Board Room.

Other Board members present at the meeting were:

Mr. Doug Allsworth                  Ms. Susan Bliss
                                      (Was ill and went home
                                      after Item H3)
                                      Ms. Liz Meza

Also present were:

Ms. Myriam Roa
Superintendent
(Absent)

Mr. Tom Lind
Assistant Superintendent
for Curriculum and Instruction

Mr. Kenneth Baca
Assistant Superintendent
for Business Services

Mr. Randy Dickason
Executive Director for
Human Resources

Ms. Eleanor Moyza
Board Secretary

A.  **Call to Order – 5:30 p.m.**

1.  Call to Order – Dr. Ruth Ann Marston, President
2.  Pledge of Allegiance - Randy Dickason

(Item G was discussed out of the order of discussion)

G.  **Superintendent's Report** – Mr. Tom Lind

Awards and Recognitions

* Mr. Lind announced that our Superintendent, Ms. Myriam Roa has a new grandson, who was born on March 17, 2010.

* Mr. Tom Lind gave recognition to Mr. and Mrs. Gregory Torrez of La Azteca Wedding Plaza and their daughter, Josephine for their generosity to Lowell School. Ms. Rosanna Hidalgo, Principal of Lowell School thanked them for their donation of $7,500 worth of formalwear to the Lowell School drummers, band and choir and stated that they have been very helpful to the choir for the past two years. She stated that during 2008-2009, Josephine donated her time to measure students for their clothes, ordered uniforms and packaged each outfit for the students. During the current school year, formalwear was donated and Josephine donated hours of her time to measure students in choir, drum, band and began a detailed inventory for choir and drummers. Fourth grade students also benefited from this gift and wore the shirts and vests for the holiday program and the students in the upcoming musical will also be wearing the clothes. The students and teachers are profoundly appreciative of the Torrez family’s donation to Lowell School and its Performing Arts Programs. She thanked them again for their generosity and for making a difference in the students’ lives. Mr. Torrez said a few words and stated that first and foremost he wanted to honor his mother, who is not physically here, but her spirit is always with him on his left and his father is on his right in everything he does. He stated they are trying to follow the path that his mother had set in place many years ago to focus on education, mainly K-8 and mainly Phoenix Elementary School District #1 and he and his family are just honored to be able to assist Ms. Hidalgo and Lowell school.

March 25, 2010
Dr. Marston informed Mr. Torrez that the District appreciates his family and families like his who have been long-time supporters of our schools and made them so much better than they otherwise could be.

- Mr. Lind gave recognition to Salon des Enfants and Mr. John Avedisian, Art Teacher at Magnet Traditional School gave the presentation and stated that Judges Robert Miley, Krista Anderson and Sherry Kimmel, all local professional artists, awarded 1st, 2nd and 3rd prizes to students in grades 5th, 6th, 7th and 8th. There were 15 Honorable Mentions awarded, along with a Grand Best of Show Award. He stated that Mr. Tom Lind, in Ms. Myriam Roa’s stead, awarded the Superintendent’s Award and all of those students will receive a ribbon and a set of art supplies. The students who won Best of Show and the Superintendent’s Award have their work purchased by the art department for $50 and their work is entered in the district’s permanent collection. All proceeds from the art sales go to the student artists.
  - Griselda Suarez Cazares, 5th grader at Herrera School, was awarded the Superintendent’s Award.
  - Leonardo Garcia, 6th grader at Whittier School, was awarded the Grand Prize - Best of Show Award.

Other winners were:

**5th Graders:** Lyric Kerney - Faith North School - 1st Place  
Manuel Garcia - Kenilworth School - 2nd Place  
Alexis Martinez - Capitol School - 3rd Place

**6th Graders:** Gerardo Carrillo - Emerson School - 1st Place  
Francisco Ortega - Emerson School - 2nd Place  
Jasmin Kuzmic - Magnet Traditional - 3rd Place

**7th Graders:** Deana Venthoven - Herrera School - 1st Place  
Abraham Avila - Herrera School - 2nd Place  
Lewis Ontiveros - Dunbar School - 3rd Place

**8th Graders:** Jessica Aguilar - Kenilworth School - 1st Place  
Jeisena Estrada - Kenilworth School - 2nd Place  
Noel Araiza - Herrera School - 3rd Place

- Mr. Lind gave recognition to “Read Across America” and Mr. Jack Day, Early Childhood Coordinator stated that “Read Across America” was celebrated in our schools on the week of March 1st and every school held fun events celebrating Dr. Seuss’ birthday and the importance of reading. He stated that he and Ms. Annette Brown coordinated these activities with the school’s Literacy Coaches and Librarians and each student received a book of their choice. Mr. Day stated that the Cat in the Hat visited schools as well as dozens of volunteer readers including governing board members, district staff, community members and parents.

- Mr. Lind gave recognition to Herrera School’s Wall-Raising at the school’s new Performing Arts Center. Dr. Carolyn Taylor, Herrera School Principal along Mr. Michael Fisher, Director of Plant Services, gave the presentation of the wall-raising and showed videos. Dr. Taylor stated that wall-raising is a very unique project in an Arizona school and also stated that the new center will be a LEED-Certified Building which means that it is “green”. Environmentally-friendly materials are being used and waste material is being separated and will be recycled. The students and staff are actively involved and learning in the process as the architects from ADM Architectural Firm and Ry-Tan Construction meet with them to explain the process and materials. This wall-raising is unusual because the walls are constructed and lifted from the ground by a crane and will be put in place rather than built brick by brick. Weather permitting, the project will continue until Friday, March 26, 2010.

- Announcements
- Information Items

March 25, 2010
E. Approval of Consent Agenda
1. Ratification of Payroll $3,954,953.10 and Expense Vouchers $1,812,494.36 in the total amount of $5,767,447.46
2. Request for Approval of Gifts and Donations
3. Approval of Financial Reports for Student Activity Funds through February 2010
4. Request to Approve of Out of District Field Trip
5. Request for Approval of Employment of Administrative, Certified and Classified Staff
6. Request for Approval of Separation of Employment, Resignations and Retirements

Ms. Bliss moved for approval and Ms. Meza seconded the motion. The board unanimously approved the motion and the Consent Agenda was passed.

B. Call for Executive Session
1. Discussion to obtain legal advice and to direct attorney for the public body pursuant to A.R.S. §38-431.03.A.3 regarding concerns pertaining to the University Public Schools, Inc. (UPSI) collaboration agreement and regarding potential contract modifications or termination.

A.R.S. §38-431.03.A.3 Upon a public majority vote of the members constituting a quorum, a public body may hold an executive session but only for the following purposes: Discussion or consultation for legal advice with the attorney or attorneys of the public body. Discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body’s position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation.

Mr. Allsworth moved for approval to move into Executive Session and Ms. Bliss seconded the motion. The board unanimously approved the motion and moved into Executive Session at approximately 5:56 p.m.

2. Adjourn to Regular Session

C. Resume Regular Session

The Regular Session resumed at approximately 6:15 p.m.

D. UPSI Collaboration Agreement
1. Consideration of Direction to the Attorney for the Public Body Regarding Potential Contract Modifications or Regarding Potential Termination

At Dr. Marston’s request, Mr. Lind outlined the possible reasons for termination of the contract and stated that in dialogue with our Superintendent and her Cabinet there are several areas that we feel have not been fully-implemented during the implementation of the school at this time.

#1: The lack of ongoing communication and planning time mutually agreed upon by the two parties to work with the implementation and planning for the school program.

#2: There has not been the ability to address the academic performance of the students at this particular point in time and we would like to ensure that our students are academically succeeding and we would like the opportunity to analyze the student performance data as well.

#3: We would be interested in improving the Professional Development opportunities that are available to our teachers as well as to their teachers in a cooperative manner.

#4: The area that is of concern is the implementation of 9th grade and the manner in which the planning has not occurred for that in a timely manner for implementation next school year.

Dr. James Rund, Senior Vice President for University Student Initiatives from ASU, and representing the President of the University, informed the Board of plans for fixing this situation in the future. Board

March 25, 2010
Members and Cabinet Members were given an opportunity to express their thoughts and concerns about Dr. Rund’s statement and the Agenda Item. Mr. Tom Lind thanked the Governing Board for bringing this item forward as an Agenda Item and thanked Dr. Rund for joining us this evening. Mr. Lind informed the Governing Board that earlier this week, Cabinet Members had the opportunity to dialogue with Dr. Rund as well as several other staff members from Arizona State University and he believes that the dialogue was the beginning of a new day. He stated that they agreed that there are problems and they spoke about what they thought some of those problems were and they also agreed that a fresh start was very possible. He acknowledged to the Board that their Superintendent and Cabinet Members had the opportunity to discuss it earlier this week and he assured them that they have staff members’ full support to ensure that the goals of this project will be successful and they accept the responsibility for ensuring that they carry forward with their part of that particular project.

Dr. Marston informed the Board Members that there are three choices:

#1: They can discontinue the agreement now or at a future time;
#2: Board Members can involve themselves in this discussion further and determine that they have to have some tight assurances by timeline and make demands of this partnership;
#3: They can trust their staff and direct them to come back to the Governing Board after talking with Dr. Rund and whoever else they need to talk with, with a plan, list the assurances that we need and the timelines that are necessary.

Mr. Allsworth, Dr. Stark, and Ms. Meza chose Choice #3. Ms. Bliss stated that she does not want choice #3 and does not want to direct staff on what to do. Dr. Marston asked the Board Members if they want to make a formal motion on this or if they will just be in agreement that they want to give direction to staff to report back to them on an ongoing basis as to the progress being made on repairing this collaboration and eventually, to have an updated agreement with the narrative for the collaboration included in the contract.

Attorney Ms. Jennifer MacLellan stated that if the Board’s prerogative is to direct staff to update them at a later time, there is no motion necessary. But if the Board’s prerogative is to direct her, the Attorney, to seek modification to the Collaboration Agreement, they will need a motion. Dr. Marston stated that the Board will need to do both of those things and they do need a motion. Dr. Marston asked the attorney if she is in agreement that the narrative needs to be formally-incorporated in the contract. Ms. MacLellan replied that it would be her recommendation that if it’s the Board’s desire that she be moved to seek modification of the Collaborative Agreement to include the narrative, specifically. She stated that the Governing Board of UPSI would have to consider this and accept it at a later date, so this would be an ongoing negotiation and she can work with Dr. Rund or his designee to facilitate that.

Ms. Bliss moved that the Governing Board direct Counsel to add the narrative to the contract with UPSI and Dr. Stark seconded the motion. Ms. Bliss voted Yes, as did Ms. Meza and Dr. Stark. Mr. Allsworth said Nay, and stated that he hasn’t heard enough to support the motion, so he voted against it. The Board moved approval of the motion by 4-0 and it was passed. Dr. Marston stated that they don’t need to have a motion to direct our staff if what she said is something that the Board is in agreement with.

F. Community Communications

None

H. Business Services – Kenneth Baca, Assistant Superintendent

1. Request for Approval for Issuance of Purchase Order to Award Fence (PESD Quote No. 044-0910) for Installation of Perimeter Fence and Gate at Shaw Elementary School

Ms. Bliss moved approval of Item H1 and Dr. Stark seconded the motion. The Board unanimously approved the motion and Item H1 was passed.

2. Request to Receive and Discuss Budget Information and Considerations

Dr. Marston requested that a budget be made with both scenarios.

March 25, 2010
3. Request Authorization to Issue a Request for Proposal for Marketing Materials and Services for Phoenix Elementary School District #1
Ms. Bliss moved approval of Item H3 and Mr. Allsworth seconded the motion. The board unanimously approved the motion and it was passed. (Although Ms. Bliss was ill, she attended the board meeting and went home after Item H3).

4. Request to Receive and Discuss the Progress of the District's Capital Override Projects

5. Request for Approval to Issue Purchase Orders for the Purchase of Technology Equipment Upgrade, Repair and Services Funded by Voter Approved 2006 Capital Outlay Budget Override
Mr. Allsworth moved for approval of Item H5 and Ms. Meza seconded the motion. The board approved the motion by 4-0 and it was passed.

6. Request for Approval for Issuance of Purchase Order to Weatherproofing Technologies, Inc. (Mohave Contract 09A-WPTI-0416) for Roof and Playground Caulk Repairs at Herrera School
Mr. Allsworth moved for approval and Ms. Meza seconded the motion, which the board approved by 4-0 and Item H6 was passed.

I. Curriculum & Instruction – Tom Lind, Assistant Superintendent

1. Request for Approval of Pilot Professional Development Project Targeted for Special Education and General Education Teachers to Increase Student Engagement and Content Proficiency through Technology Integration Provided by Level 3 Audio Visual
Ms. Sara Marcum, Interim Director of Student Services presented the information to the governing board. Mr. Allsworth moved approval and Dr. Stark seconded the motion. The board approved the motion by 4-0 and item H1 was passed.

J. Human Resources – Randy Dickason, Executive Director

1. Request for Approval of Termination of Contract with the New Teacher Project
Dr. Stark moved for approval and Ms. Meza seconded the motion. The board approved the motion by 4-0 and Item J1 was passed.

K. Board Reports and Requests
1. Update on University Public School Phoenix (UPSP)
2. Board Direction to the Superintendent (if necessary)
3. Board Report

L. Adjournment
Mr. Allsworth moved for approval to adjourn the board meeting and Ms. Meza seconded the motion. The board meeting adjourned at 8:30 p.m.

Respectfully,

Dr. Ruth Ann Marston
Board President

RAM: evm

March 25, 2010
REQUEST: Ratification of Payroll $1,971,004.00 and Expense Vouchers $731,647.22 in the total amount of $2,702,651.22

APPROVED BY: Myriam M. Roa, Superintendent
SUBMITTED BY: Kenneth R. Baca, Assistant Superintendent for Business Services

☐ Action Item ☑ Consent Item ☐ Info. Item
Policy Item
☐ 1st Reading (Info)
☐ 2nd Reading (Action)

☒ Additional Attachments

RATIONALE: The following vouchers are submitted for Governing Board ratification at this meeting:

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BLUEPRINT GOAL: Increasing our Financial Capacity and Funding our Programs and Services Efficiently and Equitably.

RECOMMENDATION: Administration recommends the Governing Board ratify Payroll and Expense Vouchers submitted since the last meeting in the total amount of $2,702,651.22.
The County School Superintendent of Maricopa County is hereby authorized to draw warrants on the County Treasurer against PHOENIX ELEMENTARY School District Fund(s) for necessary expenses against the school district and obligations incurred for value received in services as shown below for the pay period ending 4/2/2010.

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

Mayra Nunez
Administrator

Ruth Ann Marston
President

Susan Bliss
Member

Liz Meza
Member

Louisa Stark
Member

Doug Allsworth
Member

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$1,474,006.66 $110,068.99 $129,599.12 $256,310.52 $1,969,985.29
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Substitute for ADE 40-101
PHOENIX ELEMENTARY VOUCHER

Voucher No: 1089  Voucher Date: 04/05/2010  Prepared By: [Signature]

The County School Superintendent of Maricopa County is hereby authorized to draw warrants on the County Treasurer against PHOENIX ELEMENTARY School District Fund(s) for necessary expenses against the school district and obligations incurred for value received in services and for materials as shown below.

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.

[Signatures]

Ruth Ann Marston  President
Susan Bliss  Member
Liz Meza  Member
Louisa Stark  Member
Doug Allsworth  Member

PHOENIX ELEMENTARY

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PHOENIX ELEMENTARY VOUCHER

Voucher No: 1090  Voucher Date: 04/05/2010  Prepared By: [Signature]

Printed: 04/05/2010 09:26:00 AM

The County School Superintendent of Maricopa County is hereby authorized to draw warrants on the County Treasurer against PHOENIX ELEMENTARY School District Fund(s) for necessary expenses against the school district and obligations incurred for value received in services and for materials as shown below.

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__________________________
Maya Nunez

__________________________
Ruth Ann Marston
President

__________________________
Susan Bliss
Member

__________________________
Liz Meza
Member

__________________________
Louisa Stark
Member

__________________________
Doug Allsworth
Member

PHOENIX ELEMENTARY

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$23,057.18
The County School Superintendent of Maricopa County is hereby authorized to draw warrants on the County Treasurer against PHOENIX ELEMENTARY School District Fund(s) for necessary expenses against the school district and obligations incurred for value received in services and for materials as shown below.

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.

__________________________
Ruth Ann Marston
President

__________________________
Susan Bliss
Member

__________________________
Liz Meza
Member

__________________________
Louisa Stark
Member

__________________________
Doug Allsworth
Member

PHOENIX ELEMENTARY

<table>
<thead>
<tr>
<th>Fund</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>001</td>
<td>MAINTENANCE AND OPERATION</td>
<td>$131,167.55</td>
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<td>100</td>
<td>2010 Title I</td>
<td>$19,257.00</td>
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<td>194</td>
<td>Title III LEP Program</td>
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<td>220</td>
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<td>510</td>
<td>FOOD SERVICE</td>
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<td>526 Tax Credit</td>
<td>$3,415.76</td>
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<td>530 GIFTS AND DONATIONS</td>
<td>$2,462.52</td>
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<td>590 GRANTS &amp; GIFTS TO TEACHER</td>
<td>$232.36</td>
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<td>610 UNRESTRICTED CAPITAL</td>
<td>$1,452.15</td>
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<td>611 Capital Override 2006-2013</td>
<td>$106,490.72</td>
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<td>620 ADJACENT WAYS</td>
<td>$500.63</td>
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<td>850 STUDENT ACTIVITIES</td>
<td>$2,500.20</td>
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<td>855 EMPL HEALTH INSUR BENEFIT</td>
<td>$21,349.90</td>
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<td><strong>$402,406.93</strong></td>
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</table>
REQUEST:  Request to Approve Out of District Field Trip

- Grand Canyon, May 20-21, 2010, Lowell School

APPROVED BY:  Myriam M. Roa, Superintendent

SUBMITTED BY:  Tom Lind, Assistant Superintendent

☐ Action Item  ☑ Consent Item  ☐ Info. Item  Policy Item
☐ 1st Reading (Info)  ☐ 2nd Reading (Action)

☐ Additional Attachments

RATIONALE:

BLUE PRINT GOAL:  Breakthroughs in Learning

RECOMMENDATION:  Administration recommends the Governing Board approve the out of district field trip.
OUT OF DISTRICT FIELD TRIP REQUEST

School: Lowell
Grade Level: 7th & 8th Grades

Destination:
1. Grand Canyon

Return:
2. Lowell School

<table>
<thead>
<tr>
<th>Departure</th>
<th># of Participants</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>Time</td>
</tr>
<tr>
<td>05/20/10</td>
<td>6:00 A.M.</td>
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<table>
<thead>
<tr>
<th>Return</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Date</td>
<td>Time</td>
</tr>
<tr>
<td>05/21/10</td>
<td>11:00 P.M.</td>
</tr>
</tbody>
</table>

Costs associated with this activity:
- Transportation: $2,272.50
- Food / Lodging: $3,062.70
- Miscellaneous: $1,450.00

Total: $6,785.20

Funding Source(s):
1. CASH DONATION
2. DESG FUNDS
3. STUDENT CONTRIBUTION

Curriculum Objective(s):
1. FOSS Earth history studies the Grand Canyon.
2. Students will see what they have been learning. Real Science!
3. Identify the rock layers, land upheaval and the history of the earth.

Use this space for additional information

The following must be completed 30 days before field trip
- Cafeteria lunch request
- Transportation request
- Student permission slip signed by parent/guardian. Students must turn in slip before departure.
- If applicable, all Special Area Teachers need a list of students attending field trip, 24 hrs in advance
- Submit form to office of Curriculum & Instruction for Board prep

Teacher Signature: Molly Roberts
Date: 4/14/10
Principal/Ast Principal Signature: Revena Hibdy
Date: 4/14/10

revised 1/11/2005
REQUEST: Request for Approval of Employment of Administrative, Certified and Classified Staff

APPROVED BY: Myriam Roa, Superintendent
SUBMITTED BY: Randy Dickason, Executive Director of Human Resources

☐ Action Item  ☒ Consent Item  ☐ Info. Item  Policy Item
☐ 1st Reading (Info)  ☐ 2nd Reading (Action)

☐ Additional Attachments

RATIONALE: See attachment

BLUEPRINT GOAL: Maximize our Human Capital

RECOMMENDATION: Administration recommends that the Governing Board approve the request for employment of administrative, certified and classified staff.
# Request for Approval of Employment of Administrative, Certified and Classified Staff

**PhoeniX Elementary School District No. 1**  
**Personnel Actions Recommended April 22, 2010**

**Request for Approval of Employment of Administrative, Certified and Classified Staff**

<table>
<thead>
<tr>
<th>Name</th>
<th>Location/Assignment</th>
<th>Grade</th>
<th>Step</th>
<th>Salary</th>
<th>Effective Date</th>
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<tr>
<td><strong>Administrative:</strong></td>
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<td></td>
<td></td>
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<tr>
<td><strong>Certified:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>*Jacquelyn Lindenau</td>
<td>Varies/Substitute Teacher</td>
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<td>-</td>
<td>$90/Day</td>
<td>04/06/10</td>
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<td></td>
<td>B.A./Education/Buffalo State College</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Classified:</strong></td>
<td></td>
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<td></td>
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<tr>
<td>*David Gallegos #</td>
<td>Transportation/Bus Driver</td>
<td>08</td>
<td>04</td>
<td>$11.50/Hr.</td>
<td>04/12/10 (Pending)</td>
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</tbody>
</table>

* - New Hire  
** - Rehire  
# - Pending Background Check/Fingerprint Clearance/Certification  
> - Pending Verification of Previous Teaching Experience  
**Bold** = Correction
REQUEST: Request for Approval of Separation of Employment, Resignations and Retirements

APPROVED BY: Myriam Roa, Superintendent
SUBMITTED BY: Randy Dickason, Executive Director of Human Resources

☐ Action Item ☑ Consent Item ☐ Info. Item
Policy Item
☐ 1st Reading (Info)
☐ 2nd Reading (Action)

☑ Additional Attachments

RATIONALE: See attachment

BLUEPRINT GOAL: Maximize our Human Capital

RECOMMENDATION: Administration recommends that the Governing Board approve the request for separation of employment, resignations, and retirements as recommended.
PHOENIX ELEMENTARY SCHOOL DISTRICT NO. 1
PERSONNEL ACTIONS RECOMMENDED --- April 22, 2010

REQUEST FOR APPROVAL OF SEPARATION OF EMPLOYMENT

<table>
<thead>
<tr>
<th>NAME</th>
<th>LOCATION/ASSIGNMENT</th>
<th>NUMBER OF YEARS IN DISTRICT</th>
<th>EFF DATE</th>
<th>EST VAC</th>
<th>EST RTRMT</th>
<th>EST SCK LV</th>
<th>EST INS</th>
<th>EST SCK LV/RETIREMT TOTAL PAYOUT</th>
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<td>RESIGNATIONS:</td>
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<td>ADMINISTRATIVE:</td>
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</tr>
<tr>
<td>Abraham Garcia</td>
<td>Plant Services/Sub. Custodian</td>
<td>2 yrs.</td>
<td>03/17/10</td>
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<td>Georgia Green</td>
<td>Plant Services/Sub. Custodian</td>
<td>10 yrs.</td>
<td>03/17/10</td>
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<td>-0-</td>
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<tr>
<td>Leroy Stewart</td>
<td>Plant Services/Sub. Custodian</td>
<td>3 yrs.</td>
<td>03/17/10</td>
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<td>NORMAL RETIREMENT AND WAIVE RETIREMENT NOTIFICATION:</td>
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<tr>
<td>Robert Henning</td>
<td>Lowell/Spec. Ed. Teacher</td>
<td>12 yrs.</td>
<td>05/27/10</td>
<td>-0-</td>
<td>-0-</td>
<td>$4,290.47</td>
<td>-0-</td>
<td>$4,290.47</td>
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RECOMMENDATION: THAT THE GOVERNING BOARD APPROVE SEPARATIONS OF EMPLOYMENT AS RECOMMENDED
REQUEST: Request for Approval of employment of Director of Special Education for the 2010-2011 school year

APPROVED BY: Myriam Roa, Superintendent
SUBMITTED BY: Randy Dickason, Executive Director of Human Resources

☑ Action Item     ☐ Consent Item     ☐ Info. Item     Policy Item
☐ 1st Reading (Info)
☐ 2nd Reading (Action)

☐ Additional Attachments

RATIONALE: Administration recommends the employment of Diane Wray, as Director of Special Education for the 2010-2011 school year at a salary of $84,750, with an effective date of July 1, 2010. Ms. Wray is retiring as Director of Special Education from Phoenix Union High School District. She will be employed through Employee Services, Inc. (ESI).

BLUEPRINT GOAL: Maximize our Human Capital

RECOMMENDATION: Administration recommends that the Governing Board approve the request for employment of Diane Wray for the 2010-2011 school year at a salary of $84,750, with an effective date of July 1, 2010.
REQUEST: Receive and Discuss Information With Respect to a November 2, 2010 Class B Bonding Program Special Election

APPROVED BY: Myriam M. Roa, Superintendent
SUBMITTED BY: Kenneth R. Baca, Assistant Superintendent for Business Services

☐ Action Item  ☐ Consent Item  ☑ Info. Item  ☐ 1st Reading (Info)  ☐ 2nd Reading (Action)

☑ Additional Attachments

RATIONALE: On November 7, 2006 a Bond Election was held and successfully passed, allowing the District to issue and sell $38,250,000 in class B general obligation bonds for capital improvements. Many of the improvements were aligned to the District’s Strategic Plan, The Blueprint for Student Success. Each year following, per A.R.S. §15-491K, the Governing Board has held a public meeting to receive an update of these capital improvements.

As the District moves forward in updating its Strategic Plan, budget information and capital needs have been shared with the board.

- On February 11, 2010, the Governing Board received and discussed budget information including reinvesting in its community without consolidating schools. Holding a bond election was discussed.
- On March 25, 2010, the Governing Board received and discussed budget information including preliminary information on the capital needs of the District.
- On April 8, 2010, the Governing Board received and discussed detailed information regarding the District’s capital needs. In addition, the board approved preliminary and contingency budgets, both of which are dependent upon the successful passage of a bond election.

As the District studies the impact of holding a bond election in November of 2010, the board is asked to receive and discuss information from its financial services consultants, Stone & Youngberg LLC. Legal counsel has also been involved in preparing the information that will be shared. Direction from the board will be needed in order to prepare a Resolution ordering and calling a Special Bond Election to be held in and for the District on November 2, 2010.

BLUEPRINT GOAL: Increasing our Financial Capacity and Funding our Programs and Services Efficiently and Equitably
Creating State of the Art Facilities
Responding to the Needs of Our Community

RECOMMENDATION: Administration recommends that the Governing Board receive and discuss information with respect to a November 2, 2010 Class B Bonding Program Special Election.
# November 2010 Proposed Bond Projects

<table>
<thead>
<tr>
<th>Proposed Capital Improvements</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additions and Remodeling for Existing</td>
<td>$ 1,905,748*</td>
</tr>
<tr>
<td>Schools</td>
<td></td>
</tr>
<tr>
<td>Renovations and Upgrades to Existing</td>
<td>$ 5,512,210**</td>
</tr>
<tr>
<td>Buildings</td>
<td></td>
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<tr>
<td>Replacement of HVAC Systems</td>
<td>$ 5,294,000</td>
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<tr>
<td>Re-Roofing of Existing Buildings</td>
<td>$ 7,460,000</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td>$ 20,171,958</td>
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* $100,000 in Furniture/Equipment
** $200,000 in Furniture/Equipment
### November 2010 Proposed Bond Projects

<table>
<thead>
<tr>
<th>Proposed Project</th>
<th>Cost</th>
</tr>
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<tbody>
<tr>
<td>Media Center Addition at Whittier</td>
<td>$1,905,748</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$1,905,748</strong></td>
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</table>

Includes Contingency of $110,000  
Includes $100,000 in Furniture/Equipment
# November 2010 Proposed Bond Projects

<table>
<thead>
<tr>
<th>Proposed Project: Renovations</th>
<th>Cost</th>
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<tr>
<td>Ann Ott</td>
<td>$ -</td>
</tr>
<tr>
<td>Bethune</td>
<td>$ -</td>
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<tr>
<td>Capitol (Restrooms, Hardware, Interior Painting)</td>
<td>$ 1,523,000</td>
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<tr>
<td>Dunbar</td>
<td>$ -</td>
</tr>
<tr>
<td>Edison</td>
<td>$ -</td>
</tr>
<tr>
<td>Emerson</td>
<td>$ -</td>
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<tr>
<td>Emerson Court (Restrooms, Hardware Interior Painting)</td>
<td>$ 2,812,310</td>
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<tr>
<td>Faith North</td>
<td>$ -</td>
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<tr>
<td>Garfield</td>
<td>$ -</td>
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<tr>
<td>Heard</td>
<td>$ -</td>
</tr>
<tr>
<td>Herrera</td>
<td>$ -</td>
</tr>
<tr>
<td>Kenilworth</td>
<td>$ -</td>
</tr>
<tr>
<td>Lowell</td>
<td>$ -</td>
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<tr>
<td>Magnet Traditional (Restrooms, Hardware, Interior Painting)</td>
<td>$ 1,176,900</td>
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<tr>
<td>Monterey Park</td>
<td>$ -</td>
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<tr>
<td>UPSP</td>
<td>$ -</td>
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<tr>
<td>Shaw</td>
<td>$ -</td>
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<tr>
<td>Support Services Center</td>
<td>$ -</td>
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<tr>
<td>Whittier</td>
<td>$ -</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$ 5,512,210</strong></td>
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</table>

Includes $200,000 for Furniture/Equipment

Includes Contingency of $235,000
## November 2010 Proposed Bond Projects

<table>
<thead>
<tr>
<th>Proposed Project Re-Roofing</th>
<th>Cost</th>
<th>Replacement Period</th>
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<td>Ann Ott</td>
<td>$</td>
<td>-</td>
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<tr>
<td>Bethune</td>
<td>$ 50,000</td>
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<td>$ 680,000</td>
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<td>Dunbar</td>
<td>$ 30,000</td>
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<td>Edison</td>
<td>$ 700,000</td>
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<td>Emerson</td>
<td>$ 660,000</td>
<td>Year 1</td>
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<td>Emerson Court</td>
<td>$ 425,000</td>
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<td>Faith North</td>
<td>$ 125,000</td>
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<td>Garfield</td>
<td>$ 650,000</td>
<td>Year 1</td>
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<td>Heard</td>
<td>$ 530,000</td>
<td>Year 4</td>
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<tr>
<td>Herrera</td>
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<td>Kenilworth</td>
<td>$ 195,000</td>
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<td>$ 720,000</td>
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<td>Magnet Traditional</td>
<td>$ 230,000</td>
<td>Year 4</td>
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<td>UPSP</td>
<td>$ 1,525,000</td>
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<td>Shaw</td>
<td>$ 675,000</td>
<td>Year 3</td>
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<td>Support Services Center</td>
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<td>Whittier</td>
<td>$ 180,000</td>
<td>Year 3</td>
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### Total: $ 7,460,000

10% Contingency Built Into Quote
## November 2010 Proposed Bond Projects

<table>
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<th>Proposed Project HVAC</th>
<th>Cost</th>
<th>YRS 1&amp;2</th>
<th>YRS 3&amp;4</th>
<th>END</th>
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<td>Ann Ott</td>
<td>$29,000</td>
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<td>1</td>
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<tr>
<td>Bethune</td>
<td>$204,000</td>
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<td>4</td>
<td>24</td>
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<td>Capitol</td>
<td>$600,000</td>
<td>0</td>
<td>0</td>
<td>1 Cntrl Unit</td>
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<tr>
<td>Dunbar</td>
<td>$20,000</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Edison</td>
<td>$153,000</td>
<td>20</td>
<td>6</td>
<td>9</td>
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<td>Emerson</td>
<td>$388,000</td>
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<td>7</td>
<td>9</td>
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<td>Emerson Court</td>
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<td>1 Cntrl Unit</td>
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<tr>
<td>Faith North</td>
<td>$45,000</td>
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<td>0</td>
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<tr>
<td>Garfield</td>
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<td>1 Cntrl Unit</td>
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<tr>
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<td>0</td>
<td>1 Cntrl Unit</td>
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<tr>
<td>Lowell</td>
<td>$276,000</td>
<td>17</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>Magnet Traditional</td>
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<td>0</td>
<td>1 Cntrl Unit</td>
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<tr>
<td>Monterey Park</td>
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<td></td>
<td>1</td>
</tr>
<tr>
<td>Whittier</td>
<td>$225,000</td>
<td>21</td>
<td>12</td>
<td>3</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$5,294,000</strong></td>
<td><strong>164</strong></td>
<td><strong>115</strong></td>
<td><strong>92</strong></td>
</tr>
</tbody>
</table>

10% Contingency Built Into Quote
REQUEST: Request to Receive and Discuss Information on AzSafe, Student Code of Conduct, and Best Practices in Special Education and Behavior Management Committee

APPROVED BY: Myriam M. Roa, Superintendent

SUBMITTED BY: Tom Lind, Assistant Superintendent – Curriculum & Instruction

☐ Action Item ☐ Consent Item ☒ Info. Item ☐ 1st Reading (Info) ☐ 2nd Reading (Action)

☒ Additional Attachments

RATIONALE:
The AzSafe, Student Code of Conduct Handbook, and Best Practices in Special Education and Behavior Management Committee convened on October 15, 2009. The committee was charged with the task of implementing the AzSAFE requirements, developing a Student Code of Conduct Handbook and making recommendations to meet the Best Practices in Special Education and Behavior Management Task Force Recommendations.

The notebook and presentation includes a summary of the committee’s goals and accomplishments, recommendations, back up data, and recommended next steps for each project.

BLUE PRINT GOAL:

RECOMMENDATION: Administration recommends the Governing Board receive and discuss the committee’s goals, accomplishments and recommendations regarding AzSafe, Student Code of Conduct, and Best Practices in Special Education and Behavior Management.
Committee Overview

AzSAFE

Student Code of Conduct Handbook

Best Practices in Special Education & Behavior Management

Governing Board Meeting
April 22, 2010
Arizona Safety Accountability for Education (AzSAFE)

Presented by:
Sara Marcum, Interim Director of Student Services
AzSAFE Project

Is an initiative to improve the collection, use and reporting of safety and discipline incident data...in an effort to assist schools in creating and maintaining safe environments, improving school climate and ultimately increasing student achievement.
AzSAFE Key Components

1. Standardized Tracking Management System
2. Adopt the AzSAFE terms and definitions and adapt to the district’s needs
3. Implement office discipline referral forms
4. Student Disciplinary Action Chart
5. Identify staff training needs
AzSAFE Meeting Key Components

- Genesis for tracking and managing discipline referral forms. This information is uploaded to ADE by MIS

Presenting for adoption:
- Terms & definitions for: violation, people, and actions
  Appendix D, E & F
- Standardized district-wide discipline referral form
  Appendix C
- Student Disciplinary Action Chart
  Appendix G

- Staff training: Genesis data entry (complete)
  Administrators binder with all paperwork (complete)
  Teacher/staff training on completing new discipline referral form (on-going)
AzSAFE

Questions?
Student Code of Conduct

Handbook

Presented by:
- Dr. Carolyn Taylor, Principal of Herrera
- Fred Graef, Principal of Edison
Student Code of Conduct Handbook
Implement Effective Policies and Procedures
Committee Summary

COMMITTEE CHARGE –
Develop a PESD Student Code of Conduct Handbook

PESD Student Code of Conduct Handbook Contents

- Attendance
- Absence Polices
- General Attendance Procedures
- General Polices
- Discipline
  - Referral Form
  - Disciplinary Actions
- PESD School Board Policies
- Arizona Laws Pertaining to Attendance, Assault, Expulsion, Threats & Bullying
- AzSAFE Definitions of Actions
# Discipline Referral Form

**Date of Incident:**

**Incident Time:**

**Referral Date:**

<table>
<thead>
<tr>
<th>Student ID</th>
<th>Student Name</th>
<th>Homeroom Teacher</th>
<th>Violation Ref. w Violation List</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Referring Staff:**

**Location of Incident (Be Specific):**

**Describe Incident (Be as specific and detailed as possible including classroom interventions/sequences):**

**Describe Injuries Sustained:**

- [ ] Checked by Health Personnel

**Other People Involved (Not Offenders):**

<table>
<thead>
<tr>
<th>Names</th>
</tr>
</thead>
</table>

**Victim(s):**

<table>
<thead>
<tr>
<th>Names</th>
</tr>
</thead>
</table>

**Witness/Hindstand(s):**

**Administrative Use Only:**

<table>
<thead>
<tr>
<th>Student Name</th>
<th>Action: Ref. w Action List</th>
<th>Date Action Decided</th>
<th>Date(s) Action Scheduled</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- [ ] Hate Related
- [ ] Cost of Incident $________
- [ ] Gang Related

**ADMIN EXPLANATION (Optional):**

**Entered in SIS by:** [ ]

**Date Entered:** [ ]

**Incident ID:**

- [ ] Enter within five school days of incident

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**PHOENIX Elementary School District #1**

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Revised 1/2019

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***For School Use ONLY***
DISCIPLINARY ACTION CHART
Minimum and Maximum Disciplinary Actions

For each violation there is a range of actions that may be taken including warning, detention, in school suspension, out of school suspension, etc. to match the severity of the violation, the age of the student, and behavior history.

<table>
<thead>
<tr>
<th>VIOLATION</th>
<th>RANGE</th>
<th>ACTION TO BE TAKEN</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FIRST OCCURRENCE</td>
<td>REPEATED OCCURRENCES</td>
</tr>
<tr>
<td>Aggressive Act - Minor</td>
<td>Minimum: Conference</td>
<td>Detention</td>
</tr>
<tr>
<td></td>
<td>Maximum: Detention</td>
<td></td>
</tr>
<tr>
<td>Alcohol Violation*</td>
<td>Minimum: Conference</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Maximum: Long Term Suspension</td>
<td>Expulsion</td>
</tr>
<tr>
<td>Arson of a Structure or Property *</td>
<td>Minimum: Conference</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Maximum: Long Term Suspension</td>
<td>Expulsion</td>
</tr>
<tr>
<td>Arson of an Occupied Structure **</td>
<td>Minimum: Short Term Suspension</td>
<td>Expulsion</td>
</tr>
<tr>
<td></td>
<td>Maximum: Expulsion</td>
<td></td>
</tr>
<tr>
<td>Assault *</td>
<td>Minimum: Conference</td>
<td>Detention</td>
</tr>
<tr>
<td></td>
<td>Maximum: Short Term Suspension</td>
<td>Expulsion</td>
</tr>
<tr>
<td>Assault – Aggravated **</td>
<td>Minimum: Short Term Suspension</td>
<td>Long Term Suspension</td>
</tr>
<tr>
<td></td>
<td>Maximum: Long Term Suspension</td>
<td>Expulsion</td>
</tr>
<tr>
<td>Bullying *</td>
<td>Minimum: Conference</td>
<td>Detention</td>
</tr>
<tr>
<td></td>
<td>Maximum: Short Term Suspension</td>
<td>Expulsion</td>
</tr>
</tbody>
</table>
Student Code of Conduct Handbook

Questions?
Best Practices in Special Education & Behavior Management

Presented by:
- Carolina Sanchez, Psychologist at Edison
Best Practices in Special Education and Behavior Management Recommendations Committee Summary
(created by AZ Senate Bill 1197)

**Senate Bill 1197** - The bill states that on or before June 30, 2010, *each* school district governing board shall conduct a public meeting to review and consider the adoption of the best practices recommendations. The governing board may modify the recommendations if the governing board determines that modifications are necessary to accommodate the needs and circumstances of the district.
Best Practices in Special Education and Behavior Management Recommendations Committee Summary (created by AZ Senate Bill 1197)

1st Required Element
- Best Practices for Managing the Behavior and Discipline of Students with Disabilities

2nd Required Element
- Disciplinary Actions Which Should Be Prohibited

3rd Required Element
- Training for School Personnel

4th Required Element
- Notice Requirement to Parents and School Administrator
  o Appendix G, H, I & J
Best Practices in Special Education and Behavior Management Recommendations Committee Summary (created by AZ Senate Bill 1197)

Committee Recommendations:

The committee recommends that the Governing Board accept all of the Task Force recommendations* on the Arizona School Board Association "Form for Selecting Choices" (Appendix K). These recommendations are sound and promote what is best for students and staff in providing a safe and supportive environment. These recommendations promote positive communication between schools and parents and also keep staff well trained in current practices.

* with the exception of pp 7, item 6 stating that a debriefing take place within 48 hours of the restraint/seclusion. The committee recommends that a debriefing take place within two school days.
Best Practices in Special Education & Behavior Management

Questions?
Thank you
REQUEST: Request for Approval to hold two (2) public hearings to receive input on Family Life Education Lessons for Grades 4-8

APPROVED BY: Myriam M. Roa, Superintendent

SUBMITTED BY: Tom Lind, Assistant Superintendent – Curriculum & Instruction

☒ Action Item ☐ Consent Item ☐ Info. Item ☐ Policy Item
☐ 1st Reading (Info) ☐ 2nd Reading (Action)

☒ Additional Attachments

RATIONALE: The Family Life Education Committee, comprised of district administrators, teachers, and Arizona Department of Education consultant, has reviewed state and district guidelines for the purpose of recommending a Family Life Education instructional program for students in grades 4 – 8 in accordance with Board Policy IHAMB (attached).

The presentation includes:

1. Discussion of Health Literacy
2. Discussion of Arizona Health Standards
3. Recommendations for Grades 4 – 8
4. Implementation Plan

Funding Source: To Be Determined

BLUE PRINT GOAL: Maximized, Engaged Learning Time for Students

RECOMMENDATION: Administration recommends the Governing Board approve holding two public hearings to receive input on Family Life Education Lessons for Grades 4 - 8
Instruction in Sex Education

Grades K - 8:

- Instruction in sex education may be offered in the District in conformity with the requirements of Arizona law.

- Prior to offering sex education, the Board shall establish an ad hoc advisory committee with membership representative of the District’s size and the racial and ethnic composition of the community to assist in the development of lessons and advise the Board on an ongoing basis.

- The Board shall review the total instructional materials for lessons presented for approval.

- The Board shall publicize and hold at least two (2) public hearings for the purpose of receiving public input at least one (1) week prior to the Board meeting at which sex education lessons will be considered for approval.

- The Board shall maintain for viewing by the public the total instructional materials to be used in approved sex education lessons within the District.

- The Superintendent shall, before recommending the offering of instruction in sex education, develop and implement regulations that meet the requirements of Arizona regulatory and statutory law.
If sex education is offered in grades seven (7) and eight (8) the curricula shall include instruction on the laws relating to sexual conduct with a minor.

Certification of Compliance

The District shall certify, under the notarized signatures of both the Governing Board President and the Superintendent, compliance with A.A.C. R7-2-303. Acknowledgment of receipt of the compliance certification from the State Board of Education is required as a prerequisite to the initiation of instruction. Certification of compliance shall be in a format and with such particulars as shall be specified by the Department of Education.

Instruction on Acquired Immune Deficiency Syndrome and Human Immunodeficiency Virus

The District may provide instruction in kindergarten (K) through grade eight (8) on acquired immune deficiency syndrome and the human immunodeficiency virus as authorized by Arizona law.

If instruction is to be offered at one (1) or more grade levels, the Superintendent shall develop and implement regulations on such instruction that conform to Arizona law.

Adopted: October 2, 2001

LEGAL REF.: A.R.S. 15-341

15-716

15-720

A.A.C. R7-2-303
FAMILY LIFE EDUCATION

Instruction in Sex Education

Grades K - 8:

- *Elective lessons.* The District may provide a specific elective lesson or lessons concerning sex education as a supplement to the health course of study.

  - Such supplement may be taken by the student only upon the written request of the student's parent or guardian.

  - Alternative elective lessons from the state-adopted optional subjects shall be provided for students who do not enroll in elective sex education.

  - Elective sex education lessons shall not exceed the equivalent of one (1) class period per day for one-eighth (1/8th) of the school year for grades K - 4.
• Elective sex education lessons shall not exceed the equivalent of one (1) class period per day for one-quarter (1/4th) of the school year for grades 5 - 8.

• *Governing Board approval.* All elective sex education lessons to be offered must have prior approval from the Governing Board.

• *Format of instruction:*

  • Lessons shall be taught to boys and girls separately.

  • Lessons shall be ungraded and shall require no homework; any evaluation administered for the purpose of self-analysis shall not be retained or recorded by the school or the teacher in any form.

  • Lessons shall not include tests, psychological inventories, surveys, or examinations containing any questions about personal beliefs or practices in sex, family life, morality, values, or religion on the part of students or their parents.

  • Lessons for grades seven (7) and eight (8) shall include instruction on the laws relating to sexual conduct with a minor.

*Content of instruction (Grades K - 8):*

• All sex education materials and instruction shall be age appropriate, shall recognize the needs of exceptional students, shall meet the needs of the District,
shall recognize local community standards and sensitivities, shall not include
the teaching of abnormal, deviate, or unusual sexual acts and practices, and
shall include the following:

- Emphasis upon the power of individuals to control their own personal
  behavior.

- Students shall be encouraged to base their actions on reasoning,
  self-discipline, sense of responsibility, self-control, and ethical
  considerations such as respect for self and others.

- Instruction on how to say "no" to unwanted sexual advances and to
  resist negative peer pressure.

- Students shall be taught that it is wrong to take advantage of,
  or to exploit, another person.

- Instruction on the laws relating to sexual conduct with a minor.

- All sex education materials and instruction that discuss sexual intercourse
  shall:

- Stress that students should abstain from sexual intercourse until they
  are mature adults.

- Emphasize that abstinence from sexual intercourse is the only method
  for avoiding pregnancy that is one hundred percent (100%) effective.
• Stress that sexually transmitted diseases have severe consequences and constitute a serious and widespread public health problem.

• Include a discussion of the possible emotional and psychological consequences of preadolescent and adolescent sexual intercourse and the consequences of preadolescent and adolescent pregnancy.

• Promote honor and respect for monogamous heterosexual marriage.

• Advise students of Arizona law pertaining to the financial responsibilities of parenting, and legal liabilities related to sexual intercourse with a minor.

**Instruction on Acquired Immune Deficiency Syndrome and Human Immunodeficiency Virus**

The District will develop its own course of study for each grade. At a minimum, instruction shall:

• Be appropriate to the grade level in which it is offered.

• Be medically accurate.
• Promote abstinence.

• Discourage drug abuse.

• Dispel myths regarding transmission of the human immunodeficiency virus.

Nothing shall be included in the course of study instruction that:

• Promotes a homosexual life-style.

• Portrays homosexuality as a positive alternative life-style.

• Suggests that some methods of sex are safe methods of homosexual sex.

The District may request that the Department of Health Services, in conjunction with the Department of Education, review instruction materials to determine their medical accuracy.

The District may request that the Department of Education provide the following assistance:

• A suggested course of study.
• Teacher training.

• A list of available films and other teaching aids.

At the request of a parent, a student shall be excused from the instruction on acquired immune deficiency syndrome and the human immunodeficiency virus. The District shall notify all parents of their ability to withdraw their children from the instruction.
OUTCOMES

- Define current reality
- Review and study policy
- Establish goals and beliefs
- Review and evaluate materials
- Provide on-going updates
- Develop an implementation plan

WHAT IS FAMILY LIFE EDUCATION?

WHAT IS HEALTH LITERACY?

HEALTH LITERACY

"The capacity of individuals to obtain, interpret, and understand basic health information and services, and the competence to use such information and services in ways that enhance health."

-Joint Committee on Health Education Standards

PEOPLE WHO ARE HEALTH LITERATE...

- Can think things through and make healthy choices in solving their own problems
- Are responsible and make choices that benefit themselves and others
- Are in charge of their own learning
- Can use communication skills in clear and respectful ways
# OVERALL GOAL

To equip students with the knowledge and skills they need to make responsible decisions that lead to healthy behavior

<table>
<thead>
<tr>
<th>TEN Content Areas in Health Education</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Community Health</td>
</tr>
<tr>
<td>2. Consumer Health</td>
</tr>
<tr>
<td>3. Environment Health</td>
</tr>
<tr>
<td>4. Family Life Education</td>
</tr>
<tr>
<td>5. Injury Prevention and Safety</td>
</tr>
<tr>
<td>6. Mental and Emotional Health</td>
</tr>
<tr>
<td>7. Nutrition</td>
</tr>
<tr>
<td>8. Personal Health</td>
</tr>
<tr>
<td>9. Prevention and Control of Disease</td>
</tr>
<tr>
<td>10. Substance Use and Abuse</td>
</tr>
</tbody>
</table>

### Sexuality Education

<table>
<thead>
<tr>
<th>Human Development (the human body)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relationships (dating, families)</td>
</tr>
<tr>
<td>Personal Skills (decision making, goal setting, communication)</td>
</tr>
<tr>
<td>Sexual Health (pregnancy, disease)</td>
</tr>
<tr>
<td>Society and Culture (influence of media)</td>
</tr>
</tbody>
</table>

### Arizona Health Standards

**Seven Comprehensive Health**

AND

**Seven Physical Activity Standards**

<table>
<thead>
<tr>
<th>Standard 1: Comprehend concepts related to health promotion and disease prevention</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard 2: Demonstrate the ability to access accurate health information</td>
</tr>
<tr>
<td>Standard 3: Demonstrate the ability to practice health-enhancing behaviors and reduce health risks</td>
</tr>
</tbody>
</table>

| Standard 4: Analyze the influence of culture, media, technology and other factors on health |
| Standard 5: Demonstrate the ability to use interpersonal skills to enhance health     |
| Standard 6: Demonstrate the ability to use goal setting and decision-making skills to enhance health |
| Standard 7: Demonstrate the ability to advocate for personal, family and community health |
**Current Reality**

- Taught in grades 6th-8th grades
- Instruction usually occurs in May for 1-4 days
- Curriculum was adopted in 1993
- Middle School Science instructs for 7/8; classroom teacher instructs for 6th grade
- Staff survey showed we need to start instruction earlier than 6th grade and earlier in the year

**Committee Work**

- Reviewed State and District Policy
- Researched statistics on STDs, Teen Sex, and Teen Pregnancy
- Developed a Position Statement
- Reviewed Instructional Materials
- Develop Implementation Plan

**Recommendations: Great Body Shop (4th and 5th)**

- Comprehensive Health Program ("Weekly Reader" style)
- One week or one day per month (can support Language Arts/Functional Text)
- Boys and girls to be separated for Growth and Development and Self Worth/Emotional Health
- Requires parent permission (Growth and Development and Self Worth/Emotional Health)
- No homework or grades assigned

**Grades 6-8**

- November 29-December 17
- Will be built into Science Rotation Schedule
- Requires parent permission
- Boys and girls to be separated entire time
- No homework or grades assigned

**Implementation Plan**

2010-2011 School Year

*Will begin talking to parents and getting permission during September Conferences*

*Reminders will go home prior to actual instruction*
**Staff Feedback**

“All Instructional Staff” emails with updates sent 11/3, 11/4, 11/6, 11/19, 12/10, 2/2, 2/8

“All Instructional Staff” survey administered 11/3-11/6 with 307 respondents; summary of results sent to all staff 11/19

Early Release professional development for Grades 4-6 on February 17 to share process, recommendations and collect feedback

**Parent Forums**

A minimum of two Parent Forums are required

- Bethune, Lowell and Dunbar, February 23
- Faith North, March 3
- Shaw, March 4
- Herrera, March 18
- Kenilworth, April 7

---

**Anticipated Budget (Grades 4 and 5)**

<table>
<thead>
<tr>
<th>Year 1</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>50 Teacher Guides</td>
<td>$2,250</td>
</tr>
<tr>
<td>1700 Student Issues</td>
<td>$8,580</td>
</tr>
<tr>
<td>Shipping</td>
<td>$1,160</td>
</tr>
<tr>
<td>Training</td>
<td>$1,600</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$14,560</strong></td>
</tr>
</tbody>
</table>

| Each Year Thereafter            |       |
| 1700 Student Issues             | $3,350|
| Shipping                        | $935  |
| **TOTAL**                       | **$10,285**|

**Anticipated Budget (Grades 6, 7, 8)**

| 6th Grade                      |       |
| 14 Teacher Guides (1 school)   | $4,639 |
| 15 Additional Student Book/school | $1,008 |

| 7th Grade                      |       |
| 13 Teacher Guides (1 school)   | $4,875 |
| 15 Additional Student Book/school | $1,008 |

| 8th Grade                      |       |
| 13 Teacher Guides (1 school)   | $4,485 |
| 15 Additional Student Book/school | $1,008 |
| Shipping/Handling              | $946  |
| Training                       | $1,500|
| Parent Education Leader Kit    | $195  |

**GRAND TOTAL**  $18,855

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**Asking for approval for adoption of Family Life Materials**

Will purchase materials as funds become available

**Grades 6th-8th** receive priority

---

**Questions and/or Comments?**
Family Life and Sexuality Health Education
Statement of Purpose
Draft – April 2010

According to research, 30% of students are sexually active by 9th grade; nearly two-thirds of high school age children will be sexually active by 12th grade. One in four teenagers contracts an STD each year some of which cannot be treated and are life-threatening. The state of Arizona ranks second when it comes to teen pregnancy rates with the rate being one-third higher for Hispanic teens. Most teen mothers will not graduate from high school and will live in poverty. There is a mounting need for a comprehensive sexual health curriculum. In fact, 92% of adolescents report wanting to talk to parents about sexual health and have in-school sex education.

In the Phoenix Elementary School District, our goal is to have an instructional program for students in grades 4th-8th that delivers a clear message that abstaining from sexual activity is the only guaranteed way to prevent pregnancy or sexually transmitted diseases. We will provide accurate information, address social pressures, and provide opportunity for practice with communication and refusal skills. We will provide lessons for educators to teach that learning about sexual health is a lifelong process.

The PESD Family Life and Sexuality Health Education curriculum will focus on human growth and development, healthy relationships, personal skills, sexual health and the role of society and culture. Instructional materials will be age and developmentally appropriate in its content and will:

- promote abstinence as the only method that has been proven to be 100% effective against pregnancy and disease prevention;
- include instruction related to STDs and contraception;
- develop the skills of goal setting, decision making, critical thinking, communication and personal responsibility;
- promote choosing a healthy lifestyle;
- provide factual and accurate health information in accordance with state and district policy;
- encourage the delay of sexual activity;
- promote open communication between students and their families; and
- provide educators with the support and strategies needed to implement a successful health curriculum.

Sources:


The National Campaign to Prevent Teen and Unplanned Pregnancy (www.thenationalcampaign.org): State Profiles


# THE GREAT BODY SHOP

## Sequence Of Issues for the School Year

The issues are mailed monthly at the beginning of the month prior to use.

### KINDERGARTEN

<table>
<thead>
<tr>
<th>Month</th>
<th>Issue Title</th>
<th>CAT. #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sept.</td>
<td>How To Stay Safe</td>
<td>(001)</td>
</tr>
<tr>
<td>Oct.</td>
<td>The Five Senses</td>
<td>(002)</td>
</tr>
<tr>
<td>Nov.</td>
<td>Adventure In Food</td>
<td>(003)</td>
</tr>
<tr>
<td>Dec.</td>
<td>The Family Team</td>
<td>(004)</td>
</tr>
<tr>
<td>Jan.</td>
<td>My Body Is Special</td>
<td>(005)</td>
</tr>
<tr>
<td>Feb.</td>
<td>Going To The Doctor And Dentist</td>
<td>(006)</td>
</tr>
<tr>
<td>Mar.</td>
<td>No Drugs, No Way!</td>
<td>(007)</td>
</tr>
<tr>
<td>Apr.</td>
<td>Getting Sick</td>
<td>(008)</td>
</tr>
<tr>
<td>May</td>
<td>Keeping Clean And Healthy</td>
<td>(009)</td>
</tr>
<tr>
<td>Jun.</td>
<td>Every Day Play</td>
<td>(010)</td>
</tr>
</tbody>
</table>

### GRADE 1

<table>
<thead>
<tr>
<th>Month</th>
<th>Issue Title</th>
<th>CAT. #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sept.</td>
<td>Look Out!</td>
<td>(101)</td>
</tr>
<tr>
<td>Oct.</td>
<td>Head To Toe</td>
<td>(102)</td>
</tr>
<tr>
<td>Nov.</td>
<td>Why Do We Eat</td>
<td>(103)</td>
</tr>
<tr>
<td>Dec.</td>
<td>All About Medicine</td>
<td>(104)</td>
</tr>
<tr>
<td>Jan.</td>
<td>Talk And Listen</td>
<td>(105)</td>
</tr>
<tr>
<td>Feb.</td>
<td>Happy, Sad And In Between</td>
<td>(106)</td>
</tr>
<tr>
<td>Mar.</td>
<td>Drugs Are Trouble</td>
<td>(107)</td>
</tr>
<tr>
<td>Apr.</td>
<td>Get Well Soon</td>
<td>(108)</td>
</tr>
<tr>
<td>May.</td>
<td>How I Breathe</td>
<td>(109)</td>
</tr>
<tr>
<td>Jun.</td>
<td>Run, Jump And Skip</td>
<td>(110)</td>
</tr>
</tbody>
</table>

### GRADE 2

<table>
<thead>
<tr>
<th>Month</th>
<th>Issue Title</th>
<th>CAT. #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sept.</td>
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<tr>
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<td>Nov.</td>
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<td>Jan.</td>
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<td>Mar.</td>
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<td>Jun.</td>
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<td>Dec.</td>
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<td>I Like Your Attitude</td>
<td>(305)</td>
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<td>Saying No To Smoking, Drinking And Drugs</td>
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<td>Things You Might Catch</td>
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<td>Jun.</td>
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<td>Jun.</td>
<td>The Sports Report</td>
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> About Choosing the Best

Founded in 1993, Choosing the Best is a national leader in abstinence-focused sex and relationship education. Our research-based, medical learning model motivates students through relationship education, refusal-skill coaching, character education, and parent-teen interviews. We offer five programs specifically tailored for middle and high school teens:

**Choosing the Best WAY – 6th Grade.** Created for lower middle school students, this six-lesson curriculum gives students age-appropriate insight into what's happening to their changing bodies and emotions, explores their new interest in the opposite sex, and teaches abstinence as the best WAY.

**Choosing the Best PATH – 7th Grade.** This dynamic eight-lesson curriculum captivates middle school students. After students are challenged to make a commitment to sexual abstinence, additional lessons help them learn how to stay committed to the best PATH.

**Choosing the Best LIFE – 8th Grade.** This high-impact eight-lesson curriculum for upper middle school students engages the heart as well as the head and teaches students that abstinence is the best choice for LIFE.

**Choosing the Best JOURNEY – 9th and 10th Grades.** Targeting lower high school students, this inspiring eight-lesson curriculum motivates students to set goals, make good decisions and develop healthy relationships. The benefits of sexual abstinence allow students to continue on their best JOURNEY.

**Choosing the Best SOUL MATE – 11th and 12th Grades.** Created for upper high school students, this five-lesson curriculum provides older students with the interpersonal skills essential for successful relationships of all kinds and ultimately, for a successful marriage. A logical sequel to Choosing the Best abstinence programs for younger teens, SOUL MATE continues to emphasize that sexual abstinence is a critical step to prepare for a lifelong relationship.

Parents are the single most important factor in a teen's sexual decision-making. That's why Choosing the Best offers a parent education program as well as a parent book that help empower parents to encourage their teens to choose abstinence:

**PARENT PREP** – This powerful parent education program provides maximum impact and is ideal for PTA presentations, parent groups, and teacher in-service training.

**Parents, Teens and SEX: The BIG TALK Book** – An important resource for every parent of teenagers, this book offers ten critical steps parents can take to help empower their teens to choose abstinence until marriage.

For more information on these products and Choosing the Best training workshops and materials, contact Choosing the Best at 1-800-774-BEST, or visit www.choosingthebest.org.
Puberty, day 1
Grades 4-6, Lesson #9

Time Needed

50-60 minutes

Student Learning Objectives

To be able to ...
1. describe the physical, emotional and social changes of puberty.
2. explain that puberty is triggered by the endocrine system, specifically the pituitary gland.
3. distinguish among definitions of erection, menstruation, nocturnal emission, ovum, puberty, and sperm.
4. explain the purposes of bras, athletic supporters and menstrual hygiene products.

Agenda

1. Explain reasons for this lesson.
2. Use film to define “puberty” and introduce major concepts and terms OR
3. Use brainstorm to review Activity #2 and to compare and contrast male and female development.
4. Use “visual aids” to discuss athletic supporters, bras, and menstrual supplies.
5. Use Puberty Worksheet #1 to review terms.
Puberty, day 2
Grades 4-6, Lesson #10

Time Needed

40-50 minutes

Student Learning Objectives

To be able to …
1. Distinguish puberty facts from myths.
2. Anticipate puberty with positive feelings, recognizing that the timing of change is individual.

Agenda

1. Review purpose of lesson.
2. Respond to "Anonymous Question Box" questions re: puberty.
3. Use Puberty Worksheet #2 to reinforce facts and debunk fears/myths re: puberty.
4. Summarize by discussing peer pressure in the puberty years.
Reproductive System, day 2
Grades 4-6, Lesson #12

Time Needed

40-50 minutes

Student Learning Objectives

To be able to...
1. Distinguish reproductive system facts from myths.
2. Distinguish among definitions of: ovulation, ejaculation, intercourse, fertilization, implantation, conception, circumcision, genitals, and semen.
3. Explain the process of the menstrual cycle and sperm production/ejaculation.

Agenda

1. Explain lesson's purpose.
2. Use transparencies or your own drawing skills to explain the processes of the male and female reproductive systems and to answer "Anonymous Question Box" questions.
3. Use Reproductive System Worksheets #3 and/or #4 to reinforce new terminology.
4. Use Reproductive System Worksheet #5 as a large group exercise to reinforce understanding of the reproductive process.
5. Use Reproductive System Worksheet #6 to further reinforce Activity #2, above.
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Reproductive System
Grades 7 and 8, Lessons #6 and 7

Time Needed
Two periods

Student Learning Objectives
To be able to...
1. Pronounce, spell, and describe the function (with 75% accuracy) of the 45 terms in the glossary on Reproductive System Reference Sheet 3.
2. Explain that variation in size and shape of sexual parts is normal.

Agenda
1. Explain the relevance of the lesson to the unit and to students' lives.
2. Use Reproductive System Reference Sheets 1-3 or draw on the blackboard, to introduce the anatomy.
3. Answer students' verbal and anonymous questions.
4. Play the Reproductive System game.
5. Assign homework.
Pregnancy
Grades 7 and 8, Lessons #8 and #9

Time Needed
Two class periods

Student Learning Objectives
To be able to...

1. Distinguish (with 75% accuracy) 15 myths and facts re: how conception can or cannot happen.
2. Pronounce, spell, and explain the meanings (with 75% accuracy) of the 31 terms in the glossary of Pregnancy Reference Sheet 4.

Agenda

1. Explain the relevance of the lesson and identify it as primarily review.
2. Using Pregnancy Transparencies or drawing on the blackboard, describe the components of a cell, the processes of conception, gender determination and multiple births.
3. Hand out Pregnancy Reference Sheets 1-4 and have students read 1-3 aloud.
4. Answer student’s verbal and anonymous questions and discuss the causes of miscarriage and prematurity.
5. Play the Pregnancy Game.
6. Assign homework.
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REQUEST: Request for Approval of Agreement with ASU for the American Dream Academy Program, formerly known as PIQE, for the 2010 – 2011 School Year.

APPROVED BY: Myriam M. Roa, Superintendent

SUBMITTED BY: Tom Lind, Assistant Superintendent – Curriculum & Instruction

☐ Action Item  ☐ Consent Item  ☐ Info. Item  ☐ Policy Item
☐ 1st Reading (Info)  ☐ 2nd Reading (Action)

☐ Additional Attachments

RATIONALE: The Center of Community Development and Civil Rights at ASU provides parent training course for the parents of the children in the school utilizing the parent Institute for Quality Education (PIQE) curriculum. The Center recruits parents by phone, provides a needs-assessment session, provides a series of weekly training sessions culminating in a graduation ceremony with certificates given to parents who attend four sessions or more. The training is designed to develop skills and techniques which enable parents to address the educational needs of their school-aged children.

Participating schools for 2010 – 2011:
Garfield, Heard, Herrera, Kenilworth and Whittier
(Schools in the PIQE program are rotated annually.)

It is estimated that 50 parents from each school will participate at a cost of $150 per graduating parent.

Funding Source: Title I – Parent Component of District Consolidated Plan

BLUE PRINT GOAL: Responding to and Promoting the Needs of our Community

RECOMMENDATION: Administration recommends the Governing Board approve the agreement with ASU for the American Dream Academy for the 2010 – 2011 school year.
SERVICES ACCEPTANCE
MEMORANDUM OF UNDERSTANDING

To: Dr. Jill Andrews, Director
From: The American Dream Academy
Date: March 9, 2010

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Arizona Board of Regents, an instrumentality of the state of Arizona, acting for and on behalf of Arizona State University and its ASU Center for Community Development and Civil Rights ("the Center", "the University" or "ASU") and the Phoenix Elementary School District ("the District") agree as follow:

A. **Scope of Services**: The Center will provide a parent training course for the parents of the children enrolled in the school utilizing the Parent Institute for Quality Education (PIQE) curriculum which is attached hereto as Exhibit A and incorporated herein by this reference. The Center will recruit parents by phone, provide a needs-assessment session, a series of weekly training sessions for parents culminating in a graduation ceremony with certificates given to parents who attend four sessions or more. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.

B. **Location**: Garfield, Heard, Herrera, Kenilworth and Whittier schools. The school shall be solely responsible for providing and preparing all locations where such training sessions will be conducted.

**Period of Performance**: Fall 2010 the participating school but must take place within the 2010-2011 calendar year.

C. **Fees**:

- Cost of the program is $450 per graduating parent. A portion of this fee is paid by the school/district and the remaining portion is funded by ASU and the ASU Center for Community Development and Civil Rights.

- **Fee: the host school will be billed $150 per graduating parent**

- Parents may attend the Planning Session and graduation without the host school incurring any costs. Parents qualify for graduation by attending four classes within the core curriculum and principals dialogue.

- School funding from: Title I

D. **Childcare**. Schools where the PIQE curriculum program is provided are solely responsible for providing and will making child watch services for children aged 2-12 years as well as any refreshments to be provided to the parents. The Center shall have no responsibility for or obligation to provide any childcare services or participate in arranging for such services. The School will provide a room and child care provider(s) at each school where training will be conducted. The School will be the solely responsible for compliance with any and all insurance and regulatory requirements. The School will
make Child Watch available to all parent attendees children aged 2-12 and will allow infants and teenagers in the classroom with parents.

E. No Indemnification. Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement, then the right to pursue one or both of these remedies is preserved.

F. Contact Information: All notices or other communications regarding this agreement should be routed to:

For ASU:  
Maria Luisa Ramos  
Director  
American Dream Academy  
Arizona State University  
411 N Central Ave Suite 650  
Phoenix, AZ 85004

For the District:  
Dr. Jill Andrews  
Director  
1817 North 7th Street  
Phoenix, AZ 85006

G. Accommodations. The School shall be solely responsible for paying for and complying with all access regulations, including without limitation, the Americans with Disabilities Act. The School shall be solely responsible for paying for and providing accommodations to parents who need translation services including sign language, foreign language or other such accommodations.


A. Nondiscrimination. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

B. Conflict of Interest. This Agreement is subject to Section 38-511 of the Arizona Revised Statutes which provides that this Agreement may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of one of the parties is, at any time while this Agreement or any extension thereof is in effect, an employee or agent of the other party to this Agreement in any capacity or a consultant to the other party with respect to the subject matter of this Agreement.

C. Notice of Arbitration Statutes. As required by Sections 12-133 and 12-1518 of the Arizona Revised Statutes, notice is provided that the parties to this Agreement will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona superior court concerning a controversy arising out of this Agreement if: (1) the court finds or the parties agree that the amount in controversy does not exceed the jurisdictional limit established by rule of that court for mandatory arbitration, or (2) this agreement is a public works contract and the amount in controversy is less than one hundred thousand dollars ($100,000).
D. **Failure of Legislature to Appropriate.** If University's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then University may provide written notice of this to Contractor and cancel this Agreement without further obligation of University. Appropriation is a legislative act and is beyond the control of University.

E. **Indemnification.** Any other provision of this Agreement to the contrary notwithstanding, the parties acknowledge that Arizona State University is a public institution and any indemnification or hold harmless provision shall be limited as required by State law, including without limitation Article 9, Sections 5 and 7 of the Arizona Constitution and Sections 35-154 and 41-621 of the Arizona Revised Statutes.

ASU:  
By:  
__________________________  

Printed Name:  
__________________________  

Title:  
__________________________  

Date:  
__________________________  

The School:  
By:  
__________________________  

Printed Name:  
__________________________  

Title:  
__________________________  

Date:  
__________________________  

Exhibit A

The following provisions detail in depth the items listed on page 1 of the MOU and will be agreed upon by both the host school and The Center order to ensure smooth facilitation of the PIQE curriculum parent training program. The Center will have a designated point of contact within the school to address all school issues.

Name of Contact: Phone:

Walk-Through
Prior to the implementation of the nine-week program Center Staff will do a facility walk through to specifically locate all rooms available for the AM and PM sessions as well as any other pertinent information such as accessible bathrooms for PM sessions, accessible parking lots for parents and staff, classroom signage, and maintenance or other school personnel who will be available during PM sessions for opening of classrooms.

School Procedures
Classes are offered on the school site. If the school administration requests specific adherence to school procedures such as; lockdowns, fire drills, evacuations, and other such procedures school will provide advance notice, when applicable, and provide The Center with a copy of the written procedure for each event prior to course implementation so that all facilitators and other Center staff can be in adherence with school regulations.

Refreshments
Refreshments are the sole responsibility of the District and the host school for the first and last session. Coffee, juice, cookies, and other light snacks are ideal. The District and school site may also provide refreshments during the course of the six core curriculum weeks but it is not required.

Security
Security and the enforcement of any and all other security related requirements on school property are the sole responsibility of the District and the school site. The Center will adhere to any and all building regulations and expects all Center staff and parent attendees to do so as well.

Curriculum
All curriculum and materials will be provided to parent attendees throughout the course of the program at no cost to the parent. The School Principal will also be provided with a principal’s binder delineating all aspects of the program’s curriculum as well as templates for all school initiated correspondence and announcements to promote the PIQE curriculum to the parents of the host school. All information including curriculum provided by the Center is protected as intellectual property belonging solely to the Arizona Board of Regents and cannot be duplicated, reproduced or used in any fashion without express prior written permission from the Arizona Board of Regents.

Graduation
A PIQE curriculum graduate is determined by attendees who attend four of any combination of curriculum classes and principals dialogue. Classes are broken down as such:

<table>
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<tr>
<td>Graduation</td>
<td>Principal Must Attend</td>
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The School will only be charged for those parents who attend a minimum of any combination of 4 of the curriculum classes and principals dialogue. As part of the contract the principal, along with any other staff or administrators, agrees to be present at the Planning Session, Principal’s Dialogue, and Graduation.

Class Size
The host school agrees to compensate The Center for classes on the following basis: A PIQE curriculum class in either English or Spanish will be conducted only when a minimum of fifteen (15) parents of that language group enroll. If a class has fewer than 15 but more than 10 parents enrolled the host school can opt to purchase that class at an additional $1800 flat fee. This class will not be initiated until expressed written consent has been given by the school principal or other administrator with authorization to make purchase related decisions on behalf of the school. If the host school opts to not buy the additional class but would still like parents to attend it is the sole responsibility of the host school to provide translation services if needed.
REQUEST: Receive and Discuss Items from Ongoing Meet and Confer Process

APPROVED BY: Myriam Roa, Superintendent
SUBMITTED BY: Randy Dickason, Executive Director of Human Resources

☐ Action Item    ☐ Consent Item    ☒ Info. Item    Policy Item
☐ 1st Reading (Info)    ☒ 2nd Reading (Action)

☒ Additional Attachments

RATIONALE: During the ongoing Meet and Confer process, representatives from the Meet and Confer team of the Phoenix Elementary Classroom Teachers’ Association (PECTA) requested that Administration ask the Governing Board to discuss the following:

1. The option of re-opening the Meet and Confer process should additional funding be awarded by the Arizona legislature for fiscal year 2010-2011.
2. Clarification of the Governing Board’s direction to Administration regarding the Interest Based Negotiation (IBN) process for 2010-2011.

BLUEPRINT GOAL: Maximize Human Capital

RECOMMENDATION: Administration recommends that the Governing Board receive and discuss the two meet and confer items as identified in the rationale (above).
REQUEST: Request for Approval of Issuance of Contracts to Teachers, Administrators, (Professional) Support Services Staff, and Work Agreements for Classified/Support Staff for the 2010-2011 School Year

APPROVED BY: Myriam Roa, Superintendent

SUBMITTED BY: Randy Dickason, Executive Director of Human Resources

☐ Action Item  ☐ Consent Item  ☐ Info. Item  ☐ Policy Item
☐ 1st Reading (Info)  ☐ 2nd Reading (Action)

☐ Additional Attachments

RATIONALE: The proposed contracts for Teachers and Professional Support Services Staff were shared and discussed with the Meet and Confer team of the Phoenix Elementary Classroom Teachers’ Association (PECTA).

The proposed work agreement was shared and discussed with the Meet and Confer team of the Educational Support Professionals Association (ESPA).

At the time of the preparation of this board book for April 22, 2010, the proposed contract for administrators had not been sent to administrators for their review. Prior to April 22, 2010, it will be sent to administrators for their review.

These proposed documents contain revisions which are intended to address issues related to HB 2011, legislative budget considerations, and the impending sales tax ballot.

BLUEPRINT GOAL: Maximize Human Capital

RECOMMENDATION: Administration recommends that the Governing Board approve the issuance of contracts for teachers, administrators, (professional) support services staff, hourly classified/support staff, and exempt classified/support staff for the 2010-2011 school year.
CERTIFICATED TEACHER’S CONTRACT
PHOENIX ELEMENTARY SCHOOL DISTRICT NO. 1

This contract made and entered into as of its day of execution hereinafter set forth, between PHOENIX ELEMENTARY SCHOOL DISTRICT No. 1 of Maricopa County, Arizona acting through its Governing Board (hereinafter referred to as “District”) and First Name Middle Name Last Name, (hereinafter referred to as “Teacher”).

1. District agrees to employ Teacher for 204 days during fiscal year 2010-2011, commencing on July 28, 2010 and ending on May 27, 2011. The Contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by the employment contracts without additional compensation to Teacher.

2. Teacher’s employment is conditioned upon the possession at all times of a valid Arizona teacher’s certificate for the position being offered and upon the satisfactory completion of any and all background checks and fingerprint clearances that may be required. Teacher agrees to be “highly qualified” in all assigned core academic subjects or as otherwise required by law and to hold all requisite endorsements by the commencement date of this Contract. Teacher’s employment may be terminated if these conditions are not satisfied.

3. Teacher understands and agrees that Teacher is not entitled to compensation for any period during which such fingerprint clearance, certificate(s) and/or endorsement(s) and/or approved area(s) is/are not maintained and in effect; and in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Teacher for work performed during such period and District may deduct any of that paid to Teacher attributable to such period from any other monies owed to Teacher by District. In the sole discretion of the District, Teacher may be paid at a substitute teacher rate for a maximum of 120 days per school.

4. District agrees to pay Teacher a salary of, the sum of Salary. Teacher shall also receive performance pay if Teacher qualifies for such pay in accordance with the District’s Performance Pay Plan, subject to any reduction in Classroom Site Funding as described in below in paragraph 5. The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District’s performance pay plan. Teacher shall also receive such fringe benefits as the Governing Board approves for this fiscal year.

5. Pursuant to A.R.S. § 15-977 and provisions of the Classroom Site Fund, the District may or may not receive funds to support supplements to Teacher’s Base Salary. Teacher expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and employee eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment.

6. District’s Governing Board approved a preliminary budget for 2010-2011 at its Governing Board meeting on April 8, 2010. That preliminary budget incorporated assumptions about the amount of funding that would be available to the District. If the funding that is made available to the District by the Legislature’s budget for 2010-2011 is less than was assumed in the preliminary budget due to the failure of the Arizona voters to pass the one percent sales tax in May 2010 or otherwise, the District may, pursuant to A.R.S. § 15-544, reduce personnel or teachers’ salaries by such amount as may be needed to offset the difference between projected funding and that provided by the Legislature’s budget, but in no event shall such a reduction exceed three percent (3%) of Teacher’s salary.

7. District reserves the right, as part of a salary reduction pursuant to A.R.S. § 15-544, to decrease Teacher’s salary by furloughing Teacher for up to two (2) days. Teacher will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Teacher may not use paid sick leave or other paid leave time on such furlough days.

8. The parties acknowledge that at the date of the execution of this contract, the Governing Board has not adopted its 2010-2011 budget nor has the Arizona legislature concluded its review of school finance laws. The Governing Board, in its discretion, may increase Teacher’s base salary stated in paragraph 4 and/or total compensation paid to Teacher prior to the start date of this contract. Any additional increase in compensation is expressly conditioned upon receipt of additional funding from the Arizona legislature for fiscal year 2010-2011, and upon the Governing Board’s discretion in allocating funds and in adopting the salary schedule for 2010-2011.

9. Teacher warrants the truth of all representations and statements made by Teacher to District in connection with Teacher’s employment. Any breach of this warranty may be grounds for termination of employment.

10. Pursuant to A.R.S. § 15-550, if Teacher is arrested for or charged with any nonappealable offense listed in A.R.S. § 41-1758.03(B), Teacher shall immediately report the arrest or charge to Teacher’s supervisor. Failure to do so shall result in immediate dismissal.
11. Teacher agrees to teach such grade, grades or subjects as the Teacher may be assigned to teach, and to perform such other duties as may be assigned. Teacher agrees to abide by and be subject to the District’s policies, regulations and rules as are in effect or may be amended during the term of this Contract.

12. Pursuant to A.R.S. § 15-545, any Teacher resignation without prior Governing Board approval shall be deemed to be an unprofessional act. Teacher recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that the teacher does not fulfill his/her obligations under the contract. In the event that the teacher fails to report to his/her assignment or resigns from employment with the District, effective prior to the end of the term of this contract, employee agrees to pay the District the amount of Two Thousand Five Hundred Dollars ($2,500.00) as liquidated damages, and not as a penalty. The Governing Board may waive this payment if the employee's non-performance results from circumstances beyond his/her control or from an agreement for a resignation in lieu of dismissal. The District may withhold all or any part of these liquidated damages from any amount payable to the Teacher after receipt of the resignation or a failure to report for duty, and may take any action, including filing suit, to collect the liquidated damages. Teacher shall reimburse the District for any collection fees, attorney fees, court costs or other reasonable expenses incurred by the District to collect the amount owed as liquidated damages.

13. This Contract is subject to cancellation pursuant to A.R.S. § 38-511.

14. The entire agreement between the parties shall consist of this Contract, District’s salary schedule, the District’s Performance Pay Plan and such fringe benefits as the Governing Board approves for this fiscal year. Any prior or contemporaneous agreements, whether written or oral, are superseded by the execution of this Contract. Any subsequent amendment or addendum to this Contract must be in writing and signed by both parties.

15. If Teacher has retired with the Arizona State Retirement System and returned to work, teacher’s employment is not subject to annual renewal and other provisions of Title 15 as specified in A.R.S. § 38-766.01. The District shall not pay retirement contributions on behalf of teacher during the term of this contract nor shall teacher accrue credited service, retirement benefits or long term disability program benefits under either state law or by District policy.

16. Should Teacher believe there is a mistake in Teacher’s salary resulting in Teacher receiving less than what Teacher would be entitled under the salary schedule, the Teacher shall have thirty (30) working days from initiating performance of duties under the Contract to notify District of mistake. If Teacher does not notify district within these thirty days, Teacher waives right to additional amounts under current Contract. If the Teacher has received more money than the Teacher is entitled for work performed, the Teacher shall, at the District’s option (a) immediately repay any amount erroneously paid to the Teacher or (b) allow the District to reduce future payments to the Teacher to make up for any amount erroneously paid. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

17. To the extent appropriate for the occasion and as part of the compensation, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and staff development activities/trainings, in order to foster good working relations and encourage and reward staff participation.

18. Teacher must sign this Contract and return it to the District’s Human Resources Office within thirty (30) days from the date it is issued by the Governing Board, without any additions or deletions, or District’s offer of employment shall be automatically revoked.

In Witness Whereof, the parties have caused this agreement to be executed in the respective names and in the case of the board representative, on the day and year first written above.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year designated below.

Teacher _______________________________ Date _______________________________

PHOENIX ELEMENTARY SCHOOL DISTRICT NO. 1

By ________________________________

Board Representative

PLEASE RETURN ONE COPY OF THIS CONTRACT TO THE DEPARTMENT OF HUMAN RESOURCES
ADMINISTRATIVE CONTRACT- 2010-2011
PHOENIX ELEMENTARY SCHOOL DISTRICT NO. 1

This contract ("Contract") made and entered into as of its day of execution hereinafter set forth is between Phoenix Elementary School District No. 1 ("District"), by and through its Governing Board, and ("Administrator"). District and Administrator agree as follows:

TERM OF EMPLOYMENT
T1. The Board agrees to employ the Administrator for the term of 2010-2011 school year. The Administrator shall be employed to work for a period of twelve (12) months each fiscal year. (This is a total of 261 contract days).
T2. If the Administrator is certificated, then the Board shall provide notice of the Board’s intention not to renew a contract on or before April 15th. Administrator has no legitimate expectancy of employment beyond the term indicated in Paragraph T1.
T3. Administrator may not resign effective prior to the conclusion of the final duty day, unless the resignation is first approved by the Governing Board. Administrator recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that the Administrator does not fulfill his/her obligations under the contract. In the event that the Administrator fails to report to his/her assignment or resigns from employment with the District, effective prior to the end of the term of this contract, employee agrees to pay the District the amount of Two Thousand Five Hundred Dollars ($2,500.00) as liquidated damages, and not as a penalty. The Governing Board may waive this payment if the Administrator's non-performance results from circumstances beyond his/her control or from an agreement for a resignation in lieu of dismissal. The District may withhold all or any part of these liquidated damages from any amount payable to the Administrator after receipt of the resignation or a failure to report for duty, and may take any action, including filing suit, to collect the liquidated damages. Administrator shall reimburse the District for any collection fees, attorney fees, court costs or other reasonable expenses incurred by the District to collect the amount owed as liquidated damages.

DUTIES
D1. The duties and responsibilities of Administrator shall be those duties as may be assigned to the Administrator by the Superintendent.
D2. The Administrator may be assigned to any particular building, location or department within the school district at the discretion of the Superintendent and may likewise be transferred from one assignment or duties to another. Assignments or transfers shall take into account the best interests of the instructional program and the operation of the District as determined by the Superintendent.
D3. The Administrator will competently perform the duties of his assignment and will be subject to a performance evaluation. The Administrator shall be governed during employment by the policies, rules and regulations of the Board and shall fulfill all the duties and responsibilities of the administrator position or positions that may be assigned during the term of this contract by the Superintendent and shall perform such duties at a professional level of competence as evaluated by the Superintendent consistent with Board policies, rules and regulations and/or law.

QUALIFICATIONS
Q1. Administrator represents that Administrator has obtained all required special licenses and/or certifications so as to fulfill the duties of the position to which the Administrator has been assigned.
Q2. Administrator has provided fingerprints to the Arizona Department of Education and maintenance throughout the term of this contract of a Fingerprint Clearance Card on file with the District, unless the Administrator's certification status does not presently require fingerprinting or a clearance card.
Q3. This Contract is conditioned on any licenses and/or certifications listed above being valid at the time that Administrator executes this contract and continuing without interruption for the contract year.

COMPENSATION
C1. In consideration of performance of services pursuant to this Contract, the District agrees to pay Administrator, in addition to any fringe benefits provided by District policy, $ __________. The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other members of the professional staff.
C2. District’s Governing Board approved a preliminary budget for 2010-2011 at its Governing Board meeting on April 8, 2010. That preliminary budget incorporated assumptions about the amount of funding that would be available to the District. If the funding that is made available to the District by the Legislature’s budget for 2010-2011 is less than was assumed in the preliminary budget due to the failure of the Arizona voters to pass the one percent sales tax in May 2010 or otherwise, the District may, pursuant to A.R.S. § 15-544, reduce personnel or salaries by such amount as may be needed to offset the difference between projected funding and that provided by the Legislature’s budget, but in no event shall such a reduction exceed three percent (3%) of Administrator’s salary.

C3. District reserves the right, as part of a salary reduction pursuant to A.R.S. § 15-544, to decrease Administrator’s salary by furloughing Administrator for up to two (2) days. Administrator will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Administrator may not use paid sick leave or other paid leave time on such furlough days.

C4. The parties acknowledge that at the date of the execution of this contract, the Governing Board has not adopted its 2010-2011 budget nor has the Arizona legislature concluded its review of school finance laws. The Governing Board, in its discretion, may increase the Administrator’s base salary stated in paragraph C1 and/or total compensation paid to Administrator prior to the start date of this contract. Any additional increase in compensation is expressly conditioned upon receipt of additional funding from the Arizona legislature for fiscal year 2010-2011, and upon the Governing Board’s discretion in allocating funds and in adopting the placement schedule for 2010-2011.

C5. Should Administrator believe there has been a mistake in the Administrator’s salary, the Administrator shall have fifteen (15) days to notify District of the mistake. The sum stated above is intended to correspond to Administrator’s step and degree placement for the 2010-2011 school year as determined by the Administrator’s training and experience on record with the District, minus reductions approved by the Governing Board for fiscal year 2010-2011. If the Administrator has received more money than the Administrator is entitled for work performed, the Administrator shall, at the District’s option (a) immediately repay any amount erroneously paid to the Administrator (b) allow the District to reduce future payments to the Administrator to make up for any amount erroneously paid. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

BENEFITS
B1. The Administrator shall receive benefits in accordance with their employment status (i.e. part time, retired, ten and one-half month, or twelve month, certificated or support staff) and pursuant to the applicable Governing Board Policies.

B2. If the Administrator has retired with the Arizona State Retirement System, Administrator acknowledges: as follows: that District shall not pay contributions on behalf of the Administrator pursuant to A.R.S. 38-736,38-737 or 38-797.05 during the term of this contract and that the Administrator shall not accrue credited service, retirement benefits or long-term disability program benefits pursuant to Article 2.1 of Title 38 or under District policy for the period the Administrator returns to work.

MISCELLANEOUS PROVISIONS
M1. This contract of employment shall immediately terminate and employee shall be dismissed without any right to a hearing if employee is arrested for or charged with a non-appealable offence listed in A.R.S. Section 41-1758(B) and fails to immediately report the arrest or charge to the employee’s supervisor.

M2. Administrator affirms that all Administrator representations in this Contract as well as those contained in the Administrator’s application and related documents as submitted to the District are true and accurate. Determination by the Governing Board or its authorized representative that any such representation is not true or is inaccurate may, at District’s option, be deemed a material breach of this Contract and constitutes grounds for termination of employment in addition to any other action authorized by law or District policy.

M3. This document constitutes the entire agreement with the exception of Governing Board policies and administrative rules and regulations which may be amended from time to time, and are incorporated into this contract by this reference. This contract cancels and supersedes all prior contracts issued for any portion of the term of this contract. Any subsequent amendment or addendum must be in writing.
M4. This contract must be signed and returned within thirty (30) days from date contract is made or it will be considered void. Execution of this contract was authorized at a legally convened meeting of the District Governing Board.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year designated below.

PHOENIX ELEMENTARY SCHOOL DISTRICT NO. 1

By ________________________________ Date Issued: __________________
Board Representative

_____________________________________ Date: __________________
Administrator

PLEASE RETURN ONE COPY OF THIS CONTRACT TO
THE DEPARTMENT OF HUMAN RESOURCES
SUPPORT SERVICES CONTRACT
PHOENIX ELEMENTARY SCHOOL DISTRICT NO. 1

This contract ("Contract") made and entered into as of its day of execution hereinafter set forth is between Phoenix Elementary School District No. 1 ("District"), by and through its Governing Board, and ____________ ("Employee"). District and Employee agree as follows:

DUTIES
D1. Unless otherwise notified, Employee will commence the first day of work on ________ and complete work until __________, which is expected to total _____ duty days. Employee agrees to abide by all state and federal laws and Governing Board policies and to perform well and faithfully such duties within the District as the Board, Superintendent, Supervisor and/or Principal of District may assign in accordance with law and the rules, regulations and policies adopted by the Board for the government of the District. Employee understands that the Governing Board has discretion to revise its Board policies and/or procedures and agrees to abide by all policies as adopted by the Board.

D2. The Employee may be assigned to any particular building, location or department within the school district at the discretion of the Superintendent and may likewise be transferred from one assignment or duties to another.

D3. The Employee will competently perform the duties of his assignment and will be subject to a performance evaluation.

QUALIFICATIONS
Q1. Employee agrees and promises that s/he shall maintain all certificates, endorsements and licenses necessary to perform the duties required, including but not limited to a certificate to perform duties requisite for Employee’s assignment and a valid fingerprint clearance card as required by law. Employee shall maintain the same during the term of this Contract.

Q2. Employee understands and agrees that Employee is not entitled to compensation for any period during which such certificate(s) and/or endorsement(s) and/or approved area(s) is not maintained and in effect. In addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Employee for work performed during such period and District may deduct any of that paid to Employee attributable to such period from any other monies owed to Employee by District. Notwithstanding the prior salary restriction where an Employee fails to maintain certification throughout the year, the Employee can be paid at a substitute rate if applicable.

COMPENSATION
C1. In consideration of performance of services pursuant to this Contract, the District agrees to pay Employee, in addition to any fringe benefits provided by District policy, the sum of $___________. Employee has an affirmative duty to notify the District of any mistaken amount within thirty (30) days or forfeit payment hereunder. If the Employee has received more money than the Employee is entitled for work performed, the Employee shall, at the District's option (a) immediately repay any amount erroneously paid to the Employee or (b) allow the District to reduce future payments to the Employee to make up for any amount erroneously paid. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

C2. District's Governing Board approved a preliminary budget for 2010-2011 at its Governing Board meeting on April 8, 2010. That preliminary budget incorporated assumptions about the amount of funding that would be available to the District. If the funding that is made available to the District by the Legislature’s budget for 2010-2011 is
less than was assumed in the preliminary budget due to the failure of the Arizona voters to pass the one percent sales tax in May 2010 or otherwise, the District may, pursuant to A.R.S. § 15-544, reduce personnel or salaries by such amount as may be needed to offset the difference between projected funding and that provided by the Legislature’s budget, but in no event shall such a reduction exceed three percent (3%) of Employee’s salary.

C3. District reserves the right, as part of a salary reduction pursuant to A.R.S. § 15-544, to decrease Employee’s salary by furloughing Employee for up to two (2) days. Employee will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Employee may not use paid sick leave or other paid leave time on such furlough days.

C4. The parties acknowledge that at the date of the execution of this contract, the Governing Board has not adopted its 2010-2011 budget nor has the Arizona legislature concluded its review of school finance laws. The Governing Board, in its discretion, may increase the Employee’s base salary stated in paragraph C1 and/or total compensation paid to Employee prior to the start date of this contract. Any additional increase in compensation is expressly conditioned upon receipt of additional funding from the Arizona legislature for fiscal year 2010-2011, and upon the Governing Board’s discretion in allocating funds and in adopting the salary schedule for 2010-2011.

C5. This contract is conditioned upon the school or other work location to which Employee is assigned remaining open and in full operation for the entire term of this contract. In the event that, pursuant to court order, lack of appropriated or available funds or for any other reason beyond the control of the District, either the assigned school or other work location is not open in operation for the full contract term or school operations are suspended or reduced below the anticipated level, there shall be a pro rata reduction of compensation under this contract corresponding to the portion of the contract term that suspended or reduced school District operations require suspension or reduction of the services of Employee and funds to pay Employee are not appropriated or are not lawfully available.

C6. If Employee has retired with the Arizona State Retirement System, Employee acknowledges: as follows: that District shall not pay contributions on behalf of the Employee pursuant to A.R.S. 38-736, 38-737 or 38-797.05 during the term of this contract and that the Employee shall not accrue credited service, retirement benefits or long-term disability program benefits pursuant to Article 2.1 of Title 38 or pursuant to District policy for the period the Employee returns to work.

**BENEFITS**

B1. The Employee shall receive benefits (such as but not limited to paid leave, vacation, legal holidays and other benefits) in accordance with his or her employment status (i.e. part time, retired, ten month, or twelve month, certificated or support staff) and pursuant to the applicable Governing Board Policies.

B2. To the extent appropriate for the occasion and as part of the compensation, the District may provide incidental food and beverages at mandatory staff meetings, including inservices and staff development activities/trainings, in order to foster good working relations and encourage and reward staff participation.

**TERMINATION**

T1. Employee has no legitimate expectancy of employment beyond the term indicated in Paragraph D1. This contract may be terminated or non-renewed according to District policy and state law.

T2. Employee understands that resigning without advanced Governing Board approval is deemed to be an unprofessional act. Employee recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that the Employee does not fulfill his/her obligations under the contract. In the event that the
Employee fails to report to his/her assignment or resigns from employment with the District, effective prior to the end of the term of this contract, Employee agrees to pay the District the amount of Two Thousand Five Hundred Dollars ($2,500.00) as liquidated damages, and not as a penalty. The Governing Board may waive this payment if the Employee’s non-performance results from circumstances beyond his/her control or from an agreement for a resignation in lieu of dismissal. The District may withhold all or any part of these liquidated damages from any amount payable to the Employee after receipt of the resignation or a failure to report for duty, and may take any action, including filing suit, to collect the liquidated damages. Employee shall reimburse the District for any collection fees, attorney fees, court costs or other reasonable expenses incurred by the District to collect the amount owed as liquidated damages.

MISCELLANEOUS

M1. This contract of employment shall immediately terminate and Employee shall be dismissed without any right to a hearing if Employee is arrested for or charged with a non-appealable offence listed in A.R.S. § 41-1758(B) and fails to immediately report the arrest or charge to the Employee’s supervisor.

M2. Employee affirms that all Employee’s representations in this contract, the Employee’s employment application and any other document or oral statement submitted to the District concerning qualifications, fitness to perform work and representations about arrest and conviction record are true and accurate. It is a requirement of employment to report to the administration any circumstances or events that would affect the continuing accuracy or validity of those representations.

M3. The execution of this contract was authorized at a legally convened meeting of the Governing Board held on April 8, 2010. This contract cancels and supersedes all prior employment contracts between the parties and must be revised in writing.

M4. If this contract is not returned to the District Human Resources Office within thirty (30) days from the date issued by the Governing Board or includes terms in addition to those authorized by the Governing Board, Employee has not accepted employment with the District and this contract shall be null and void.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year designated below.

PHOENIX ELEMENTARY SCHOOL DISTRICT NO. 1

By __________________________ Date Issued: ______________
Board Representative

_________________________________ Date: ______________

Employee

PLEASE RETURN ONE COPY OF THIS CONTRACT TO THE DEPARTMENT OF HUMAN RESOURCES
WORK AGREEMENT FOR HOURLY SUPPORT STAFF EMPLOYMENT
PHOENIX ELEMENTARY SCHOOL DISTRICT NO. 1

This Work Agreement made and entered into as of its day of execution hereinafter set forth is between Phoenix Elementary School District No. 1 ("District"), by and through its Governing Board, and ___________ ("Employee"). District and Employee agree as follows:

NAME: ____________________________

HOURLY RATE: ____________________________

HOURS PER DAY: ____________________________

CURRENT WORK SITE: ____________________________

POSITION: ____________________________

START DATE: ____________________________

DAYS: ____________________________

TYPE: Work Agreement – Classified Hourly

DUTIES

D1. Employee agrees to abide by all state and federal laws and Governing Board policies and to perform well and faithfully such duties within the District as the Board, Superintendent, Supervisor and/or Principal of District may assign in accordance with law and the rules, regulations and policies adopted by the Board for the government of the District. Employee understands that the Governing Board has discretion to revise its Board policies and/or procedures and agrees to abide by all policies as adopted by the Board.

D2. The Employee may be assigned to any particular building, location or department within the school district at the discretion of the Superintendent and may likewise be transferred from one assignment or duties to another.

EMPLOYEE QUALIFICATIONS

Q1. Employee represents that Employee has obtained all required special licenses and/or certifications so as to fulfill the duties of the position to which the Employee has been assigned. Employee shall maintain the same during the term of this Work Agreement, including but not limited to obtaining highly qualified status if applicable to the position held.

Q2. Employee has provided fingerprints to the Arizona Department of Education and maintenance throughout the term of this Work Agreement of a Fingerprint Clearance Card on file with the District, unless the Employee’s certification status does not presently require fingerprinting or a clearance card.

Q3. If newly hired, this Work Agreement is conditional upon a positive response being received from the background investigation/reference checks.

COMPENSATION

C1. District agrees to compensate Employee at the hourly rate stated above. The rate stated above is intended to correspond to Employee’s grade and step placement for the 2010-2011 school year as determined by the Employee’s job placement. If the amount recited in this provision is mistaken and not in accordance with an accurate placement on the applicable compensation schedule, the accurate placement on the schedule shall govern. Employee has an affirmative duty to notify the District of any mistaken amount within sixty (60) days or forfeit payment hereunder. If the Employee has received more money than the Employee is entitled for work performed, the Employee shall, at the District’s option (a) immediately repay any amount erroneously paid to the Employee or (b) allow the District to reduce future payments to the Employee to make up for any amount erroneously paid. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

C2. District’s Governing Board approved a preliminary budget for 2010-2011 on April 8, 2010. That preliminary budget incorporated assumptions about the amount of funding that would be available to the District. If the funding that is made available to the District by the Legislature’s budget for 2010-2011 is less than was assumed in the preliminary budget due to the failure of the Arizona voters to approve the proposed sales tax increase in May 2010 or otherwise, the District may, pursuant to A.R.S. § 15-544, reduce personnel or wages by such amount as may be needed to offset the difference between projected funding and that provided by the Legislature’s budget, but in no event shall such a reduction exceed three percent (3%) of Employee’s wages.

BENEFITS

Employee shall receive benefits (such as but not limited to paid leave, vacation, legal holidays and other benefits) in accordance with his or her employment status (i.e. part time, retired, ten month, or twelve month, certificated or support staff) and pursuant to the applicable Governing Board Policies.
TERMINATION

T1. This contract is at will and may be cancelled at the option of either party within 15 days upon written notice.

T2. Employee is aware that drug and alcohol testing will be required for certain positions; failure to submit to required testing or failure to test negative for drugs or alcohol will be cause for immediate dismissal. If driving is required as part of position description, the District may review Employee’s driving record at least twice during the school year with the Arizona Department of Motor Vehicles and that, as a condition of employment with the District, the Employee must maintain a clean driving record.

T3. If Employee has retired with the Arizona State Retirement System and returned to work, the District shall not pay retirement contributions on behalf of Employee nor shall Employee accrue credited service, retirement benefits or long term disability program benefits under state law or District policy.

MISCELLANEOUS PROVISIONS

M1. Employee affirms that all Employee’s representations in this contract, the Employee’s employment application and any other document or oral statement submitted to the District concerning qualifications, fitness to perform work and representations about arrest and conviction record are true and accurate.

M2. Employee affirms the absence of any charge or conviction of any dangerous crime against children as defined in A.R.S. § 13-604.01 or A.R.S. § 15-512, and agreement to notify immediately the Superintendent of any such criminal charge or conviction which has occurred prior to or occurs during your employment.

M3. The execution of this Work Agreement was authorized at a legally convened meeting of the Governing Board held on [BoardDate]. This Work Agreement cancels and supersedes all prior employment contracts between the parties and must be revised in writing.

M4. If this Work Agreement is not returned to the District Human Resources Office within fifteen (15) days from the date issued by the Governing Board or includes terms in addition to those authorized by the Governing Board, Employee has not accepted employment with the District, and this Work Agreement shall be null and void.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year designated below.

PHOENIX ELEMENTARY SCHOOL DISTRICT NO. 1

By ______________________________________ Date Issued: __________________________
Board Representative

________________________________________ Date: __________________________
Employee

PLEASE RETURN ONE COPY OF THIS WORK AGREEMENT TO THE DEPARTMENT OF HUMAN RESOURCES.
WORK AGREEMENT FOR EXEMPT SUPPORT STAFF EMPLOYMENT
PHOENIX ELEMENTARY SCHOOL DISTRICT NO. 1

This Work Agreement made and entered into as of its day of execution hereinafter set forth is between Phoenix Elementary School District No. 1 ("District"), by and through its Governing Board, and ____________ ("Employee"). District and Employee agree as follows:

NAME:

POSITION:

SALARY:

START DATE:

HOURS PER DAY:

DAYS:

CURRENT WORK SITE:

TYPE: Work Agreement – Classified Exempt

DUTIES

D1. Employee agrees to abide by all state and federal laws and Governing Board policies and to perform well and faithfully such duties within the District as the Board, Superintendent, Supervisor and/or Principal of District may assign in accordance with law and the rules, regulations and policies adopted by the Board for the government of the District. Employee understands that the Governing Board has discretion to revise its Board policies and/or procedures and agrees to abide by all policies as adopted by the Board.

D2. The Employee may be assigned to any particular building, location or department within the school district at the discretion of the Superintendent and may likewise be transferred from one assignment or duties to another.

EMPLOYEE QUALIFICATIONS

Q1. Employee represents that Employee has obtained all required special licenses and/or certifications so as to fulfill the duties of the position to which the Employee has been assigned. Employee shall maintain the same during the term of this Work Agreement, including but not limited to obtaining highly qualified status if applicable to the position held.

Q2. Employee has provided fingerprints to the Arizona Department of Education and maintenance throughout the term of this Work Agreement of a Fingerprint Clearance Card on file with the District, unless the Employee’s certification status does not presently require fingerprinting or a clearance card.

Q3. If newly hired, this Work Agreement is conditional upon a positive response being received from the background investigation/reference checks.

COMPENSATION

C1. District agrees to compensate Employee at the hourly rate stated above. The rate stated above is intended to correspond to Employee’s grade and step placement for the 2010-2011 school year as determined by the Employee’s job placement. If the amount recited in this provision is mistaken and not in accordance with an accurate placement on the applicable compensation schedule, the accurate placement on the schedule shall govern. Employee has an affirmative duty to notify the District of any mistaken amount within sixty (60) days or forfeit payment hereunder. If the Employee has received more money than the Employee is entitled for work performed, the Employee shall, at the District’s option (a) immediately repay any amount erroneously paid to the Employee or (b) allow the District to reduce future payments to the Employee to make up for any amount erroneously paid. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

C2. District’s Governing Board approved a preliminary budget for 2010-2011 on April 8, 2010. That preliminary budget incorporated assumptions about the amount of funding that would be available to the District. If the funding that is made available to the District by the Legislature’s budget for 2010-2011 is less than was assumed in the preliminary budget due to the failure of the Arizona voters to approve the proposed sales tax increase in May 2010 or otherwise, the District may, pursuant to A.R.S. § 15-544, reduce personnel or wages by such amount as may be needed to offset the difference between projected funding and that provided by the Legislature’s budget, but in no event shall such a reduction exceed three percent (3%) of Employee’s wages.

C3. District reserves the right, as part of a salary reduction pursuant to A.R.S. § 15-544, to decrease Employee’s salary by furloughing Employee for up to two (2) days. Employee will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Employee may not use paid sick leave or other paid leave time on such furlough days.
BENEFITS

Employee shall receive benefits (such as but not limited to paid leave, vacation, legal holidays and other benefits) in accordance with his or her employment status (i.e. part time, retired, ten month, or twelve month, certificated or support staff) and pursuant to the applicable Governing Board Policies.

TERMINATION

T1. This contract is at will and may be cancelled at the option of either party within 15 days upon written notice.

T2. Employee is aware that drug and alcohol testing will be required for certain positions; failure to submit to required testing or failure to test negative for drugs or alcohol will be cause for immediate dismissal. If driving is required as part of position description, the District may review Employee's driving record at least twice during the school year with the Arizona Department of Motor Vehicles and that, as a condition of employment with the District, the Employee must maintain a clean driving record.

T3. If Employee has retired with the Arizona State Retirement System and returned to work, the District shall not pay retirement contributions on behalf of Employee nor shall Employee accrue credited service, retirement benefits or long term disability program benefits under state law or District policy.

MISCELLANEOUS PROVISIONS

M1. Employee affirms that all Employee's representations in this contract, the Employee's employment application and any other document or oral statement submitted to the District concerning qualifications, fitness to perform work and representations about arrest and conviction record are true and accurate.

M2. Employee affirms the absence of any charge or conviction of any dangerous crime against children as defined in A.R.S. § 13-604.01 or A.R.S. § 15-512, and agreement to notify immediately the Superintendent of any such criminal charge or conviction which has occurred prior to or occurs during your employment.

M3. The execution of this Work Agreement was authorized at a legally convened meeting of the Governing Board held on <<BoardDate>>. This Work Agreement cancels and supersedes all prior employment contracts between the parties and must be revised in writing.

M4. If this Work Agreement is not returned to the District Human Resources Office within fifteen (15) days from the date issued by the Governing Board or includes terms in addition to those authorized by the Governing Board, Employee has not accepted employment with the District, and this Work Agreement shall be null and void.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year designated below.

PHOENIX ELEMENTARY SCHOOL DISTRICT NO. 1

By ____________________________ Date Issued: ______________________

Board Representative

_________________________________________ Date: __________________

Employee

PLEASE RETURN ONE COPY OF THIS WORK AGREEMENT TO THE DEPARTMENT OF HUMAN RESOURCES.
REQUEST: Request for Approval of Agreement Regarding Recoupment of Montessori Training Payments

APPROVED BY: Myriam Roa, Superintendent

SUBMITTED BY: Randy Dickason, Executive Director of Human Resources

☐ Action Item  ☐ Consent Item  ☐ Info. Item  ☐ Policy Item

☐ 1st Reading (Info)  ☐ 2nd Reading (Action)

☐ Additional Attachments

RATIONALE: Recognizing that the District invests significantly in providing training for Montessori teachers, it is being proposed that we ask those Montessori teachers receiving this training to agree to reimburse the District under the circumstances identified in the attached agreement.

BLUEPRINT GOAL: Maximize Human Capital

RECOMMENDATION: Administration recommends that the Governing Board approve the attached Agreement Regarding Recoupment of Montessori Training Payments when the District pays for training for Montessori teachers.
AGREEMENT REGARDING RECOUPEMENT OF MONTESSORI TRAINING PAYMENT

WHEREAS, ________________________________, (hereinafter "Employee") is currently a full time employee of the Phoenix Elementary School District No. ____ ("District"); and

WHEREAS, the District has agreed to pay for the tuition of Employee up to a sum certain of $________ for Employee’s Montessori Training; and

WHEREAS, employees requesting payment of training costs are required to enter into an agreement with the District stipulating payback arrangements and other considerations,

IT IS HEREBY AGREED;

Section 1. Employee agrees to pay to the District within sixty days an amount equal to the training and any materials costs paid by the District if one or more of the following situations occur:

a. Satisfactory Montessori credentials/diploma is not received.

b. Employee is withdrawn from the training either voluntarily or involuntarily prior to completion of the Montessori training.

c. Employee leaves employment of the District within thirty six months after receiving district paid training.

Section 2. If one of the conditions listed in Section 1 occurs, the amount of tuition is immediately due and owing. If currently employed when one of the conditions of Section 1 occurs, all amounts due and owing may be paid to the District in installments, and Employee agrees and authorizes the District to deduct from the Employee’s payroll (or other amounts due) such amount not to exceed 50% of the earnings (minus legal tax withholdings and/or other legal withholdings) per pay period. In no event shall Employee’s wages be reduced below any minimum wage level imposed by law. These deductions shall continue until the amount of prepaid tuition is paid in full.

Section 3. If employment with the District is terminated for whatever reasons within thirty six months after tuition payment, Employee agrees to repay the District within twelve months an amount equal to the last fiscal year of tuition he or she received.
IT IS FURTHER AGREED that if legal action is required by the District to enforce its right under this agreement, then the District shall be entitled to recover its reasonable cost and attorney's fees.

DATED this ______ day of ____________, 2010.

__________________________
Employee

For the District:

__________________________
REQUEST: Select a Delegate and an Alternate Delegate for the ASBA Delegate Assembly

APPROVED BY: Myriam M. Roa, Superintendent
SUBMITTED BY: Dr. Ruth Ann Marston, President

☐ Action Item ☐ Consent Item ☐ Info. Item ☐ Policy Item
☐ 1st Reading (Info) ☐ 2nd Reading (Action)

☐ Additional Attachments

RATIONALE: The Phoenix Elementary School District is entitled to one delegate and one alternate delegate to represent the Governing Board of the Phoenix Elementary School District at the meeting of the Arizona School Boards Association Delegate Assembly on June 26, 2010.

BLUEPRINT GOAL: Promoting the needs of our community

RECOMMENDATION: It is recommended that the Board appoint a delegate and an alternate delegate to the Arizona Schools Boards Association Delegate Assembly on June 26, 2010.
SPECIAL NOTICE

IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE IV. SECTION 2(A) OF THE ASSOCIATION BYLAWS, A GOVERNING BOARD THAT IS AN ACTIVE MEMBER OF THE ASSOCIATION SHALL BE DEEMED TO BE PRESENT AT A MEMBERSHIP MEETING IF ONE OR MORE MEMBERS OF SUCH GOVERNING BOARD ARE IN ATTENDANCE. ON EACH MATTER PRESENTED TO THE MEMBERSHIP FOR VOTE, EACH GOVERNING BOARD THAT IS AN ACTIVE MEMBER SHALL BE ENTITLED TO ONE VOTE, PROVIDED SUCH GOVERNING BOARD OF A SCHOOL DISTRICT HAS PAID DUES AS ESTABLISHED AND ASSESSED AS IN SECTION 3(A) HEREAFTER. THE RIGHT TO THE FLOOR FOR THE PURPOSE OF DISCUSSION SHALL, HOWEVER, BE OPEN TO ANY AND ALL MEMBERS OF A GOVERNING BOARD THAT IS AN ACTIVE MEMBER.

SECTION 3. DUES OF MEMBERSHIP

(A) ACTIVE--THE DUES OF EACH SCHOOL DISTRICT SHALL BE AS ESTABLISHED BY THE ASSOCIATION AT ITS ANNUAL MEMBERSHIP MEETING OR AS ESTABLISHED BY THE LAW.

ASBA OFFICIAL DELEGATE FORM

TO ENSURE AN ORDERLY PROCESS WITH WHICH TO CONDUCT THE MEETING OF THE ASBA DELEGATE ASSEMBLY ON SATURDAY, JUNE 26, 2010, PLEASE SEND US THE NAMES OF THE DELEGATE AND ALTERNATE WHO WILL REPRESENT YOUR BOARD AT THE MEETING.

Name of Delegate:______________________________________________________________
(Please print)

Name of Alternate Delegate:______________________________________________________
(Please print)

School District:_______________________________________________________________
(Please print)

County:______________________________________________________________
(Please print)

MAIL TO: Arizona School Boards Association, 2100 N. Central Avenue, Suite 200, Phoenix, AZ 85004 - NO LATER THAN JUNE 17, 2010!