Arizona School for the Arts
Board of Directors
2009-2010

Joe Hagen, President
Mr. Hagen has been a member of the ASA board since 2006, and serves on the finance and fundraising committees. Mr. Hagen has one child who attended ASA from 2004 to 2008. He is Vice President/Investments for Stifle Nicolas & Company, a member of the New York Stock Exchange. Formerly, Mr. Hagen was Vice President/Investments with AG Edwards from 1983 through 2008. Mr. Hagen has a BS in finance from the University of Arizona.

John Snider, Vice President, Finance Committee Chair
Mr. Snider joined the Board in 2008 and has two children who attend ASA. Mr. Snider is the Managing Director for the Phoenix office of RBC Capital Markets. Mr. Snider has worked for RBC Capital Markets since 1989, specializing in securing tax-exempt bond financing for K-12 entities, and is the head of RBC's national Charter School Finance Group. He is involved with a number of professional and community organizations, including currently serving as the Chairman of the Board of the Phoenix Boys Choir. Mr. Snider has a BS in Finance from Arizona State University and a MBA from the University of Chicago.

Sam Younger, Secretary, Fundraising Committee Member
Mr. Younger is currently Principal Consultant for Younger Consulting. He has worked at Banner Good Samaritan Medical Center, Mount Sinai Hospital, the American College of Surgeons, and Western Kentucky University. Mr. Younger also serves as a board member for Ballet Arizona.

Laura Kozel, Treasurer, Fundraising Committee Chair
Ms. Kozel is Chief Credit Officer for the Raza Development Fund, Inc., a support corporation of the National Council of La Raza, and the largest Latino community development financial institution in the nation. She has over 20 years experience in commercial mortgage lending and risk management. She also has been a Senior Vice President and Program Underwriter for First Security Commercial Mortgage, an Asset Manager for AM&G Asset Management Inc., and Assistant Vice President at Western Savings and Loan Association. Ms. Kozel has a Masters Degree in business administration.

Paul Blavin, Member
Paul Blavin is the retired CEO and Co-founder of Blavin & Company, Inc., an international investment management firm established in 1995. He holds a B.A in Accounting from University of Michigan and an MBA from Harvard Business School. Mr. Blavin and his wife co-founded the Blavin Scholarship Programs at the University of Michigan and in the state of Arizona to support the post-secondary education of former foster children and other wards of the state. He is a former board member and current supporter of The Arizona Friends of Foster Children Foundation.

Javier Cardenas, MD, Member
Dr. Cardenas is a pediatric neurologist with Barrow Neurological Institute, St. Joseph's Hospital and Medical Center. He is a graduate of the University of Arizona College of Medicine and completed his undergraduate education at ASU. He is a strong advocate for child safety, particularly as it relates to neurological injury and reentry into the school system. Dr. Cardenas and his extended family have been involved in the Arizona arts community for many years.

Suzanne Dohrer, Member
Suzanne Dohrer, Attorney. Ms. Dohrer has been a partner in the firm Dohrer & Watts, PLC, since 1994. She graduated from the University of Iowa with a degree in Education and earned her J.D. from USC Law School. Before attending law school, she was a teacher for ten years in Iowa. She has legal experience representing individuals and business clients, including non-profit organizations and charter schools. Her community activities include her appointment by the Mayor to the Block Watch Grant Oversight Committee and Central High School Mock Trial coach.

Jeana Jones, Facilities Committee Chair

Ms. Jones has been active in a number of roles during her tenure on the ASA Board including Chair of the Facilities Committee and co-chair of a major fund raising event. Ms. Jones currently works for Chase Bank as Vice President, Real Estate Deal Manager - Western Region. Ms. Jones has over 35 years of real estate experience in a variety of industry related fields. She is a licensed real estate agent and has the Certified Commercial Investment Management (CCIM) designation. Ms. Jones has also served in a leadership capacity in a variety of community organizations. She has one child attending ASA.

Donald P. Keuth, Member
Donald P Keuth, President, Phoenix Community Alliance. Mr. Keuth earned a BSCE from Marquette University and is a former Board member for Goodwill, and is a former Board member for Tempe Union High School District, and Education Foundation. He is currently the Chair of the Phoenix Planning Commission and President of the Board for the Phoenix Industrial Development Authority.

Dan Schay, Member
Dan Schay has been Managing Director for Phoenix Theatre since 2004. Prior to his work with Phoenix Theatre, he was the President and Executive Director for the Sedona Cultural Park and the Sedona Film Festival. He has been involved in many aspects of professional theatre including acting as Producing Director for the Merrimack Repertory Theatre in Lowell Massachusetts. Mr. Schay has extensive experience in fundraising and capital campaigns.

Claire West, Fundraising Committee Member
Ms. West is currently the Development Manager for the Children's Museum of Phoenix. Ms. West previously served as the Business Manager for School of Ballet Arizona, and was the Performing Arts Director for the Arizona Commission on the Arts.

Paul Winslow, Strategic Planning Committee Chair
Mr. Winslow has designed public and private buildings for over three decades with Herman Orcutt in their firm Orcutt/Winslow Architects. Mr. Winslow has worked in all capacities with the American Institute of Architects including serving as president of the Central Arizona Chapter. He was elected to the College of Fellows of the AIA in 1997, in recognition of his outstanding contributions to the profession. Since the mid 1970's, Mr. Winslow's expertise in the areas of programming and facilities management has earned him national recognition in the field.

Board Member Qualifications

ASA Board of Directors is committed to cultivating members with diverse skills, experiences and cultural backgrounds.

		Experience factors – possess one or two skills/experiences from the following list (avoid duplication and work for diversity):																				Demographics			
Current Members	Class (Year Joined)	Prior Governing Board or similar related Experience	Education or charter school experience	Marketing and/or Advertising	Development or fundraising	Financial operations, Investments or Endowment	Leadership, Administration or Organizational Development	Non-profit	Government	Arts – Theater, Music, Ballet	Facilities or Real Estate	Legal	Technology	Human Resources	Insurance and Risk Management	Community Relations	Environmental Issues	Political	Senior executive CEO	ASU	Foundation	Gender	Age 21-35 36-50 51 +	Race or Ethnicity	Occupation
Jones, Jeana	2005	X		X	X	X	X	X			X					X	X					Female	51+	White	Real Estate/Development
Hagen, Joe	2005				X	X					X											Male	36-50	White	Investments
Kozel, Laura	2007		X			X	X	X			X				X		X					Female	36-50	White	Banking
Winslow, Paul	2007	X					X				X		X				X					Male	51+	White	Architect
Snider, John	2007	X	X			X	X	X		X	X											Male	36-50	White	Charter School Bonds
Younger, Sam	2008						X			X												Male	21-35	White	Health Admin
West, Claire	2008	X		X	X	X	X	X	X	X						X		X				Female	51+	White	Arts Administration
Keuth, Don	2009	X					X	X			X							X				Male	51+	White	non profit
Cardenas, Javier	2009		X			X		X					X									Male	36-50	Latino	physician
Blavin, Paul	2009	X	X		X	X		X											X			Male	36-50	White	
Schay, Dan	2009	X			X		X	X		X	X					X						Male	36-50	White	Management Phoenix Theatre
Dohrer, Suzanne	2009		X				X					X										Female	36-50	White	Lawyer

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AMENDED AND RESTATED
ARTICLES OF INCORPORATION

OF

ARIZONA SCHOOL FOR THE ARTS

The undersigned members of the Board of Directors of Arizona School for the Arts, an Arizona nonprofit corporation, desiring to amend and restate the Corporation's Articles of Incorporation, hereby adopt these Amended and Restated Articles of Incorporation.

ARTICLE I – NAME

The name of the Corporation shall be ARIZONA SCHOOL FOR THE ARTS.

ARTICLE II – PURPOSE

A. The Corporation is formed to operate exclusively for charitable, research and educational purposes, and to conduct any and all lawful business for which non-profit corporations may be incorporated under the laws of Arizona, as they may be amended from time to time.

B. The specific purpose for which the Corporation is formed is to organize and operate public charter schools for students seeking a serious and rigorous study of the fine and performing arts, evaluated at the conservatory level, and to conduct other educational or similar activities and all acts incidental thereto.

C. The Corporation is organized only for charitable, educational and scientific purposes as defined in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("the Code"), including distributions to organizations that qualify as exempt under Section 501(c)(3) of the Code and initially and specifically for the purpose of operating public charter schools. Regardless of other provisions of these Amended and Restated Articles of Incorporation, the Corporation shall not carry on any activities not permitted for a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or for a corporation, contributions to which are deductible under Section 170(c)(2) of the Code, or the corresponding section of any future federal tax code.

D. No substantial part of the Corporation's activities shall be to carry on propaganda or attempt to influence legislation, nor shall the Corporation participate in any political campaign for any candidate for public office, including the publishing or distribution of statements.

E. The Corporation shall not be for profit or pecuniary gain and shall have no capital stock or shares; and no part of any earnings of the Corporation shall inure to the benefit of, or be distributable to, any Officer or Director of the Corporation, any private individual or be appropriated for any purposes other than the purposes of the Corporation as set forth herein; provided, however, that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the Corporation set forth herein.

ARTICLE III – BOARD OF DIRECTORS

A Board of Directors, composed of that number of Directors established by the Corporation's Bylaws, as amended from time to time, shall conduct the affairs of the Corporation and be responsible for the governance and operation of the Corporation. The following persons are the Corporation's existing Board of Directors at the time these Amended and Restated Articles of Incorporation are adopted:

Paul Blavin, 1313 North 2nd Street, Suite 6, Phoenix, Arizona 85004;
Javier Cardenas, 2116 West Fawn Drive, Phoenix, Arizona 85041;
Suzanne Dohrer, 346 East Medlock Drive, Phoenix, Arizona 85012;
Joe Hagen, 3001 North Manor Drive East, Phoenix, Arizona 85014;
Jeana Jones, 1340 East Maryland, Phoenix, Arizona 85014;
Donald Keuth, 3931 East Pollack Street, Phoenix, Arizona 85042;
Laura Kozel, 3034 North 17th Avenue, Phoenix, Arizona 85015;
Daniel Schay, 1539 West Flower Circle South, Phoenix, Arizona 85015;
John Snider, 5531 North 2nd Street, Phoenix, Arizona 85012;
Claire West, 58 West Culver Street, Phoenix, Arizona 85003;
Paul Winslow, 5941 East Edgemont Avenue, Scottsdale, Arizona 85257; and
Samuel Younger, 1701 East Coulter Street, #177, Phoenix, Arizona 85016.

ARTICLE IV – STATUTORY AGENT

The name and address of the statutory agent of the Corporation is: Leah Fregulia Roberts, 1313 North 2nd Street, Phoenix, Arizona 85004.

ARTICLE V – PRINCIPAL OFFICE

The address of the office of the Corporation is 1313 North 2nd Street, Phoenix, Arizona 85004.

ARTICLE VI – INCORPORATOR

The name and address of the original incorporator is: Dr. Mark S. Francis, 2322 West Echo Lane, Phoenix, Arizona 85021.

ARTICLE VII – MEMBERS

The Corporation does not and shall not have members.

ARTICLE VIII – DURATION

The duration of the Corporation shall be perpetual.

ARTICLE IX – DISSOLUTION

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of its assets exclusively for the purposes of the Corporation in such manner, or to such organizations organized and operated exclusively for charitable, educational, religious or scientific purpose as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code (or the corresponding section of any future federal tax code), as the Board of Directors shall determine. Any such assets not disposed of by the Board of Directors shall be disposed of by the Superior Court of the county in which the principal office of the Corporation is then located, exclusively for such purpose or to such organization or organizations, as such Court shall determine and as permitted by applicable law.

ARTICLE X – PRIVATE PROPERTY

The private property of the Directors, committee members and Officers of the Corporation shall be forever exempt from the debts, obligations and liabilities of the Corporation.

ARTICLE XI – INDEMNIFICATION

The Corporation shall indemnify its Directors, committee members and Officers, in all circumstances and to the maximum extent permitted by Arizona law then in effect, against any costs or expenses, including, without limitation, attorneys' fees, judgments, fines, penalties, taxes, interest, and amounts paid in settlement, actually incurred by reason of the fact that he or she is or was a Director, committee member or Officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, committee member or agent of another corporation, partnership, company, joint venture, trust or other entity or organization. This indemnification shall not be denied or limited by the Corporation's Bylaws.

ARTICLE XII – DIRECTOR LIABILITY

A Director or committee member of the Corporation shall not be personally liable to the Corporation for breach of his or her fiduciary duty as a Director or committee member, nor for any action taken or failure to take any action in his or her corporate capacity. This Article shall eliminate the liability of Directors and committee members to the maximum extent permitted by Arizona law then in effect, but shall not eliminate or limit the liability of a Director or committee member for the acts or omissions specified in Arizona Revised Statutes Section 10-3202.B.1. Any repeal or modification of this Article shall not increase the liability of a Director or committee member of the Corporation arising out of acts or omissions occurring before the repeal or modification becomes effective.

ARTICLE XIII – DISCRIMINATION PROHIBITED

In rendering its functions and in exercising its purposes, the Corporation shall not practice or permit unlawful discrimination on the basis of race, color, religion, sex, national origin, age or disability.

ARTICLE XIV – AMENDMENT

These Amended and Restated Articles of Incorporation may be amended or restated by the majority vote of the Board of Directors of the Corporation or as otherwise provided by the Corporation's Bylaws, provided that these Amended and Restated Articles of Incorporation may not be amended or restated so as to cause a determination that the Corporation is no longer an organization qualifying under Section 501(c)(3) of the Code, or the corresponding section of any future federal tax code.

ARTICLE XV – ADOPTED DATE

The amendment was adopted the 23rd day of March, 2010.

EXECUTED this 31st day of March 2010

DIRECTORS - OFFICERS:

Paul Blavin

Javier Cardenas

Suzanne Dohrer

Joe Hagen - Board President

Jeana Jones

Donald Keuth

Laura Kozel - Treasurer

Daniel Schay

John Snider - Vice President

Claire West

Paul Winslow

Samuel Younger - Secretary

ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT:

The undersigned acknowledges and accepts appointment as statutory agent of ARIZONA SCHOOL FOR THE ARTS, an Arizona nonprofit corporation, this 31 day of March 2010.

Leah Fregulia Roberts

AMENDED AND RESTATED BYLAWS
For
ARIZONA SCHOOL FOR THE ARTS
An Arizona Charter School

ARTICLE I
Organization

Section 1. Name. Arizona School for the Arts ("ASA") is a charter school organized under the laws of the State of Arizona.

Section 2. Known Place of Business. The known place of business for ASA will be maintained in the State of Arizona.

Section 3. Tax Status. ASA is organized exclusively for one or more of the purposes specified in Section 501(c)(3) and in Section 509(a)(3) of the Internal Revenue Code. No Substantial part of the activities of this Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except as otherwise provided by Section 501(h) of the Internal Revenue Code), and this Corporation shall not participate, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of, or in opposition to, any candidate for public office. Notwithstanding any other provisions of these Bylaws, the Corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of Internal Revenue Code or (b) by a corporation the contributions to which are deductible under Section 170 (c)(2)of the Internal Revenue Code.

ARTICLE II
Mission

The mission of ASA is to provide a rigorous academic and artistic learning community cultivating leaders of the future.

ARTICLE III
Directors

Section 1. Powers of Directors. The business and affairs of ASA shall be directed by its Board of Directors.

Section 2. Qualifications. All ASA Directors shall be required to be over the age of 18, pass the required fingerprint and background check, and possess experience and qualifications that further the Board's commitment to the educational and operational purposes of the Corporation.

Section 3. Membership. ASA shall not have members. All rights of this corporation shall be vested in the Board of Directors. The Board of Directors shall consist of all directors, and may have ex-officio and honorary members.

Section 4. Ex-Officio and Honorary Members. The Board of Directors of ASA shall have the ability to appoint an ex-officio non-voting member of the Board of Directors. The Board may also appoint such honorary directors for such terms as they may deem proper, but said honorary directors thus appointed shall be without vote.

Section 5. Number. The Board of Directors shall always consist of at least five (5) but no more than fifteen (15) directors entitled to vote, plus any honorary non-voting members and ex-officio, non-voting member as may be selected from time to time by the Board of Directors. Subject to the foregoing limitations, the number of directors may be altered from time to time by a duly adopted resolution of the Board of Directors, provided that no decrease shall have the effect of shortening the term of any incumbent director.

Section 6. Election of Directors. The Board of Directors shall elect directors who shall hold office for the term for which he or she is elected or until his successor is elected or until his or her earlier death, resignation, or removal. Each director shall have one vote for each directorship to be elected. Any current member of the Board of Directors may nominate a candidate for upcoming vacancies on the Board of Directors. To be appointed to the Board of Directors each nominee must be approved by more than one half of the existing Board of Directors.

Section 7. Term of Office. Each director shall be elected for terms of two (2) years. Elected directors may not serve for more than three (3) consecutive two (2) year terms. Following a one (1) year hiatus, a director may be eligible for re-election.

Section 8. Responsibilities. Directors shall:

A. attend all regular and special meetings of the Board of Directors
B. participate in each action item as it comes before the Board
C. serve on Board committees when necessary

Section 9. Accountability. Directors who fail to attend two consecutive regular meetings, without excuse, or who do not actively support and promote ASA are subject to removal by the Board of Directors.

Section 10. Compensation. Directors shall serve as such without compensation. A director shall not be precluded from serving ASA in any other capacity or from receiving compensation for such services.

Section 11. Resignation. Any director of ASA may resign at any time, by giving written notice thereof to ASA. Such resignation shall take effect at the time specified therein, and, unless otherwise specified with respect thereto, the acceptance of such resignation shall not be necessary to make it effective.

Section 12. Removal. Any director of ASA may be removed by the Board, with or without cause, at any time by the affirmative vote of a majority of directors entitled to a vote. Notice of consideration to remove a director must be given to each director and to the director under consideration for removal not less than 72 hours prior to the Board Meeting. The director under consideration for removal must abstain from voting due to the inherent conflict of interest and may not be used in calculating the majority vote, but may be included when determining a quorum.

Section 13. Vacancies. Any vacancy occurring in the Board of Directors by reason of death, resignation, or removal, or any directorship to be filled by reason of an increase in the number of directors, shall be filled by the affirmative vote of the majority of the remaining directors entitled to vote, although less than a quorum, or by a sole remaining director. A director elected to fill a vacancy occurring in the Board of Directors shall hold office for the unexpired term of his or her predecessor in office.

ARTICLE IV
Meetings

Section 1. Quorum. A majority of the number of directors who are entitled to vote shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

Section 2. Manner of Acting. The act of the majority of the directors who are entitled to vote present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or as otherwise provided in these Bylaws.

Section 3. Open Meeting Law. All meetings of the Board of Directors are conducted according to the Arizona Open Meeting Law.

Section 4. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly or bi-monthly at such time, on such day, and at such place as the Board of Directors shall designate.

Section 5. Special Meetings Special meetings of the Board of Directors may be called at any time by: the President; the Secretary; or by the Secretary at the combined written request of directors comprising 20% or more of the directors serving on the Board.

Section 6. Meeting Notices. Meeting notices will be posted 24 hours prior to public meeting. Emergency meetings must be noticed within 24 hours after the meeting is held. Location of Notice Posting for regular meetings will be submitted yearly to the Secretary of State. Meeting notices will include the date, time and place of meetings and a meeting agenda.

Section 7. Executive Sessions. Executive Sessions must obtain a public, majority vote of a quorum of the members. Executive sessions must be noticed as all regular meetings and the notice will include the statutory purpose of the Executive Session. Executive sessions are limited to discussion and giving instructions to attorneys and designated representatives.

Section 8. Waiver of Notice. Attendance of a director at a meeting constitutes a waiver of notice unless attendance at the meeting is for the express purpose of objecting to the transaction of any business. Any director may waive notice of any meeting of the Board by executing a written waiver of notice either before or after the time of the meeting.

Section 9. Director Deadlock. In the event of a voting deadlock of the Board, but only if so required by the written request of any director delivered to the President of the Board, the Board shall, within 30 days after receipt of such written request, appoint a mutually-agreed-upon neutral mediator to aid the Board in facilitating the decision-making process. If, after appointing the mediator, the event deadlock persists for a period not to exceed 60 days after the original deadlock vote, the Board shall, within 10 days thereafter, agree upon a neutral, qualified arbitrator who shall have the authority to issue a decision on the issue at deadlock, which decision shall be binding on the Board and each director.

ARTICLE V
Committees

Section 1. Committees. The Board of Directors, by resolutions adopted by a majority of the full Board, may appoint such committee or committees as it shall deem advisable and with such rights, powers, and authority as it shall prescribe except as otherwise provided by law.

Section 2. Committee Changes. The Board of Directors, without cause, may dissolve any committee or remove any member thereof at any time.

Section 3. Executive Committee. The Executive Committee shall consist of the elected officers of ASA. The Executive Committee shall have and may exercise the authority of the Board of Directors in between meetings of the Board, provided, however, that the Executive Committee shall not have the authority of the Board of Directors in reference to any matter prohibited by law.

ARTICLE VI
Officers

Section 1. Composition. The officers of the ASA Board of Directors shall be a President, a Vice President, a Secretary, and a Treasurer. Such other officers, assistant officers and agents as may be deemed necessary may be elected or appointed by the Board of Directors.

Section 2. Election and Term of Office. The officers shall be elected every two years by the Board of Directors. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified, or until his or her earlier death, resignation, or removal. Officers may not serve more than two two-year terms in the same office. Service of any term of less than two years by election or appointment shall not prohibit a person from serving two full two-year terms in office. If any officer's membership on the Board of Directors shall be scheduled to expire during his or her term as an officer, that term on the Board of Directors shall automatically be extended to end on the same date at his or her term as an officer.

Section 3. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or any other reason, may be filled by a vote of the Board of Directors for the unexpired portion of the term.

Section 4. Removal of an Officer. Any officer may be removed by the Board, with or without cause, at any time by the affirmative vote of a majority of directors entitled to a vote. Notice of consideration to remove an officer must be given to each director and to the officer under consideration for removal not less than 72 hours prior to the Board Meeting. The officer under consideration for removal must abstain from voting due to the inherent conflict of interest and may not be used in calculating the majority vote, but may be included when determining a quorum. Removal of an officer from his or her office shall also constitute removal as a director unless otherwise determined by the vote of a majority of directors entitled to vote.

Section 5. Powers and Duties.

A. The President. The President shall preside over all meetings of the Board of Directors and shall perform all duties incident to the office of President and shall see that all orders and resolutions of the Board of Directors are carried into effect.

B. Vice President. In the absence of the President or in the event of his or her death, inability, or refusal to act, the Vice President shall perform the duties and exercise the powers of the President and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President.

C. Secretary. The Secretary shall cause the following to occur: (a) keep the minutes of all meetings and proceedings of the Board of Directors, (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law, (c) have charge of all the corporate books and records except for such financial books and records as are the responsibility of the Treasurer, and (d) in general perform all of the duties as, from time to time, may be assigned to him or her by the President or Board of Directors.

D. Treasurer. The Treasurer shall receive and review all financial books and records, for ASA and shall perform such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

ARTICLE VII
Provisions

Section 1. Fiscal Year. The fiscal year of ASA will be July 1 through June 30 of each year.

Section 2. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of ASA, and such authority may be general and confined to specific instances.

Section 3. Loans. No loans shall be contracted on behalf of ASA and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances; provided, however, no loans shall be made by ASA to its directors or officers.

Section 4. Checks or Other Instruments. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of ASA shall be signed by such officer or officers, agent or agents of ASA and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 5. Deposits. All funds of ASA not otherwise employed shall be deposited to the credit of ASA in such banks, trust companies or other depositories as the Board of Directors may select.

Section 6. Indemnification of Directors and Officers. ASA shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit, or proceeding, whether civil, criminal, or administrative by reason of the fact that he or she is or was a director or officer, against expenses, attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such proceedings if he or she acted in good faith and in a manner he or she reasonably believed to be in the best interests of ASA.

Section 7. Non-liability of Directors and Officers. No officer or director shall be personally liable for any debt, liability or other obligation of ASA.

Section 8. Insurance. ASA shall have the power to purchase and maintain insurance on behalf of any person who is or was a director or officer against liability asserted against him or her or the school, whether or not the school would have the power to indemnify him or her against such liability under the provisions of this Article.

ARTICLE VIII
Amendment of Bylaws

These Bylaws may be altered, amended, or repealed or new Bylaws adopted by a two-thirds (2/3) vote of the qualified voting directors present at any meeting of ASA called for that purpose, providing the amendment(s) has been mailed or sent to each voting director at least 15 days prior to the date of the meeting. No alteration, amendment or revocation of the Bylaws shall take effect until following the end of the next regularly scheduled meeting of the Board of Directors after which the alteration, amendment or revocation is voted upon.

ARTICLE IX
Affiliated Transactions and Interested Directors

Section 1. Affiliated Transactions. No contract or other transaction between ASA and Interested Persons (as hereinafter defined), including the sale, lease or exchange of property to or from Interested Persons, the lending or borrowing of monies to or from Interested Persons by

ASA or the payment of compensation by ASA for services provided by Interested Persons, shall be void or void-able because of the relationship or interest between ASA and the Interested Persons or because any Interested Person is present at the meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such transaction or because his, her or their votes are counted for such purpose if:

(a) The fact of such relationship or interest is disclosed or known to the Board of Directors of committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of any Interested Person(s); or

(b) The contract or transaction is fair and reasonable to ASA at the time the contract or transaction is authorized, approved or ratified in the light of circumstances known to those entitled to vote thereon at that time.

As used herein, the term "Interested Persons" shall mean any director or officer of ASA, or any corporation, firm, association or other entity in which one or more of ASA's directors or officers are directors, officers or members or are financially interested.

Any person seeking to establish that a contract or transaction described herein is void or voidable for any reason set forth herein shall first prove, by a preponderance of the evidence, that the provisions of subparagraphs (a) and (b) of Section 1 are not applicable.

Section 2. Determining Quorum. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee thereof which authorizes, approves or ratifies the contract or transaction.

Written Consent of Directors Adopting Amended Bylaws

We, the undersigned, are all duly appointed or elected directors of ASA as of the date indicated below. Pursuant to the authority grated to us as directors, we consent to and hereby adopt these Amended Bylaws for Arizona School for The Arts, An Arizona Charter School.

Dated:

_____	_____
Joseph Hagen	Dan Schay
_____	_____
John Snider	Don Keuth
_____	_____
Laura Kozel	Paul Winslow
_____	_____
Jeana Jones	Claire West
_____	_____
Sam Younger	Javier Cardenas
_____	_____
Suzanne Dohrer	Paul Blavin

Board Member Qualifications

ASA Board of Directors is committed to cultivating members with diverse skills, experiences and cultural backgrounds.

		Experience factors – possess one or two skills/experiences from the following list (avoid duplication and work for diversity):																				Demographics			
Current Members	Class (Year Joined)	Prior Governing Board or similar related Experience	Education or charter school experience	Marketing and/or Advertising	Development or fundraising	Financial operations, Investments or Endowment	Leadership, Administration or Organizational Development	Non-profit	Government	Arts – Theater, Music, Ballet	Facilities or Real Estate	Legal	Technology	Human Resources	Insurance and Risk Management	Community Relations	Environmental Issues	Political	Senior executive CEO	ASU	Foundation	Gender	Age 21-35 36-50 51 +	Race or Ethnicity	Occupation
Jones, Jeana	2005	X		X	X	X	X	X			X					X	X					Female	51+	White	Real Estate/Development
Hagen, Joe	2005				X	X					X											Male	36-50	White	Investments
Kozel, Laura	2007		X			X	X	X			X				X		X					Female	36-50	White	Banking
Winslow, Paul	2007	X					X				X		X				X					Male	51+	White	Architect
Snider, John	2007	X	X			X	X	X		X	X											Male	36-50	White	Charter School Bonds
Younger, Sam	2008						X			X												Male	21-35	White	Health Admin
West, Claire	2008	X		X	X	X	X	X	X	X						X		X				Female	51+	White	Arts Administration
Keuth, Don	2009	X					X	X			X							X				Male	51+	White	non profit
Cardenas, Javier	2009		X			X		X					X									Male	36-50	Latino	physician
Blavin, Paul	2009	X	X		X	X		X											X			Male	36-50	White	
Schay, Dan	2009	X			X		X	X		X	X					X						Male	36-50	White	Management Phoenix Theatre
Dohrer, Suzanne	2009		X				X					X										Female	36-50	White	Lawyer

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ARIZONA SCHOOL FOR THE ARTS

EMPLOYEE HANDBOOK

2009-20010

Leah Fregulia Roberts, Head of School

Governing Board

Joseph Hagen –President
John Snider – Vice President
Sam Younger – Secretary
Laura Kozel – Treasurer
Paul Blavin
Javier Cardenas
Suzanne Dohrer
Jeana Jones
Don Keuth
Dan Schay
Claire West
Paul Winslow

Introduction

Mission Statement

The Arizona School for the Arts (ASA) is a rigorous academic and artistic learning community cultivating leaders of the future.

Purpose of this Handbook

The purpose of this handbook for ASA employees is to insure that all professional and support staff understand how ASA defines professional conduct.

Legal Authority of the School

Arizona School for the Arts is a private, not-for-profit corporation registered with the Arizona Corporation Commission and approved for 501 (c) (3) status by the Internal Revenue Service. ASA is supported with public funds through its charter with the State Board for Charter Schools and by private donations.

Legal Contractual Authority for the School

Arizona School for the Arts is an equal opportunity employer and does not discriminate in its employment practices.

Governing Board

Regular meetings of the Governing Board are held on the fourth (4th) Tuesday of every month in Room 11/12. Meetings begin at 5:30 PM and are open to the public.

The Agenda

The meeting notice and the agenda are posted in the main office on or before the preceding Thursday.

Arizona School for the Arts Professional Philosophy

The ASA staff is a community of professionals dedicated to helping young people develop life long habits of learning. Working at ASA is unique because becoming an excellent classroom teacher is only half the role that the staff performs. Teachers are required to take on the role of professional educators, to meet and confer with each other in order to help articulate and carry out goals stated in the charter, and to develop solutions to problems within the context of the mission of the school.

The relationship among ASA staff, the ASA Governing board, and the administration is also a professional relationship. Central to the school's philosophy, employment contracts between the school and its employees are individually negotiated on an annual basis to ensure the professional nature of the school. In order to establish the professional accountability of all the staff, ASA does not offer a tenure program.

ASA academic staff has the unique opportunity to grow professionally because of the daily teaching schedule. Academic teachers have a designated block of time during the school day to

meet with each other in order to develop and discuss curriculum, student evaluation, scheduling, as well as other professional concerns. Part time teachers have the same obligation based on their schedule. This freedom places personal and professional responsibility upon the teacher to use the time wisely. The professionally demanding student assessment program at ASA requires thorough commitment to the process of valid and reliable evaluation.

ASA fosters a collegial environment in which the faculty has a role in management. Expanding the professional role of teachers is a key goal of the ASA charter.

Position Classifications and Staff Relations

For the purposes of evaluation and staff accountability, the following positions report as follows:

The Head of School reports to and is supervised by the Governing Board.

The Principal and Assistant Principal reports to and are supervised by the Head of School.

The Academic and Arts Staff report to and are supervised and evaluated by the Head of School or the Head of School's designee. Each academic grade will have a Team Leader. Content areas will have Coordinators who are responsible for the supervision and management of curriculum and/or production aspects. These Team Leaders and Coordinators are not responsible for final evaluation of the faculty.

Office Support Staff are supervised by the Head of School or her designee.

Hiring and Recruitment

Recruitment and Hiring: The continuing policy of ASA is to afford equal opportunity to persons, regardless of race, creed, national origin**,** sexual orientation, language, or disability. ASA is in compliance with state and federal laws covering health, safety, disability, and insurance in all aspects of employment relationships including hiring, compensation, promotion, transfer, layoffs, discharges, and retirement.

Contracts: Contracts are offered to academic, arts, professional support staff, and office staff in order to maintain stability and predictability for the academic year and to reinforce the professional environment of ASA. It is imperative that all staff read and understand their contract. All salary and benefit packages are individually negotiated. All full time staff receives health insurance and all staff who works more than 20 hours per week over twenty continuous weeks in the contract year must participate in the Arizona Retirement System.

The Head of School has the authority to sign contracts and commence payroll on behalf of the ASA Governing Board. Those contracts are presented to the board at its next meeting.

Personnel Records: The Head of School will maintain an individual file for each employee containing his/her employment form, payroll deductions and withholding authorizations. The Head of School will maintain performance evaluations and a record of work absences for all academic and arts teachers and office personnel.

Certification and Fingerprinting: Certification for salaried, contracted teaching staff, either full or part time, will be dependant on the needs of the school, NCLB requirements, and membership in North Central Association. All school staff and administration must maintain valid Fingerprint Clearance Cards in accordance with AZ law. (A.R.S. §15-183(1)(4).

School calendar: A copy of the school calendar accompanies this document. Academic teachers will assist with Showcase preparation. All teachers are required to participate in the Opening Ceremony, the Showcase production, and Commencement ceremony.

Hours of Work: Classes begin at 7:45 a.m. The end of the day is at 3:30 p.m. Periodic meetings may require faculty to remain on campus until 4:00 p.m. Academic teachers are expected to be on campus by 7:30 a.m. and in their rooms at school by 7:40 a.m. Arts teachers are expected to be on campus at 12:45 and in their rooms at 12:55 p.m.

Professional Staff Responsibilities

It is expected that all staff will be held to professional levels of conduct.

A. Assignments and Schedule

Teaching assignments are established to best meet the interests of students and the school. Assignments and class schedules may be changed by the administration within the contract year to best serve the interests of the school and the students. It is expected that the employee will be able to adapt to changing situations.

B. Curriculum, Classroom, and Student Evaluation Responsibilities

ASA staff work mostly in a non-textbook environment. Teachers, with the guidance of administration, are responsible for development of their own curricular resources and lesson plans. All teachers are required to keep a curriculum binder which must be submitted to the Head of School by the last day of the regular school year. A copy of all curriculum binders is kept on file in the school office. Because of the unique morning and afternoon schedule that full time ASA teachers have, time is built into their daily schedule that far exceeds a normal preparatory hour. Staff is to use that time to work individually and/or confer with other staff and administration. Part time staff also has the responsibility to meet and confer with administration and other arts and professional staff based on their schedule. Classroom preparation and evaluation for part time staff is figured into the contract.

ASA faculty is responsible for student evaluations eight times per year. The form of those evaluations will be determined by the administration with input by the staff. Ultimately, administration has the final say in what form the evaluations will take. Teachers are responsible for following that form. Teachers are responsible to complete their assessments by the due date assigned by the administration. Administration will work closely with teachers in meeting those deadlines. Federal law requires that student records and information remain confidential Parents have the right to request access to all student records as per FERPA guidelines.

C. Assignments out of Class or Regular Day

Teachers will also be assigned for special duties such as chaperoning a dance or an off campus activity. Part time teachers manage concert programs as part of their contract. All teachers, academic and arts, full and part-time, will participate in Showcase. Full time teachers will have as part of their regular contract a special assignment to work with students in a special activity or club. Extensive assignments to individual teachers will be compensated through the club or activity.

D. Reporting Absences.

It is assumed that teachers will be present each and every school day unless illness or an emergency recognized by the school prevents them from meeting their professional obligations to

their students.

1. Teachers are allowed ten (10) sick days and two (2) personal days per year. Sick days do not accrue over multiple years.
2. Teachers are expected to be present the day before and the day after a holiday.
3. Teachers and office staff and assistants are required to report absences directly to the Head of School or her designee as early as possible.
4. Staff should **not** leave a message at the school answering machine but should call their supervisors at home.
6. Teachers must provide a lesson plan for the substitute.
7. Arts teachers who have absences because of professional conflict separate from ASA business will not be compensated for the day(s) missed.

E. Unprofessional conduct:

1. Misuse of school property. Misuse of school equipment and school materials including student records for personal use or gain is a serious breech of the employee's contractual obligations to ASA and may result up to and include termination. This includes personal use of the school postage meter, school computers and the school internet connection for improper activities.

2. Non-school business activities and solicitation. ASA employees may not manage or start separate businesses on school time or use school materials or equipment to support such an operation. Employees may not solicit or recruit students or staff for personal businesses on school time or the school campus. This includes home business opportunities. School bulletin boards and mail boxes are for the express purposes of school related communication. They may not be used for solicitation for personal businesses. Employees who manage home businesses may not use their products for ASA fund raising unless approved by the ASA Governing Board. Violation of this policy may result up to and include termination.

3. General Policy on Sexual Harassment. All individuals who are employed by Arizona School for the Arts are required to conduct themselves at all times in a manner that provides an atmosphere free from sexual harassment. Any person who engages in sexual harassment while acting as a member of the school community or while on ASA property will be in violation of ASA employment policy and subject to disciplinary action by the administration. Sexual harassment consists of unwelcome or inappropriate sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when made by a member of the school staff to a student or another staff member, or by a student to another student or staff member. Anyone who is subject to sexual harassment or who knows of the occurrence of such conduct should inform his/her immediate supervisor or the school administration. All matters involving sexual harassment complaints will remain confidential unless disclosure is required by law or is determined to be necessary to the implementation of this general policy by the school administration or governing board. Confirmation of harassment by an ASA employee may result up to and include termination.

Teacher Evaluation and Staff Relations

A. Teacher Evaluation

The purpose of evaluation is to improve job performance. Time is built into the schedule so that teachers can work with their supervisors to improve their classroom performance. Academic teachers use a clinical model which involves them in the formal evaluation process. In the event a teacher disagrees with any portion of his/her formal evaluation, he/she may file a response in writing for administrative review.

ASA staff is not only evaluated by their abilities as class room instructors. As stated in the ASA Professional Philosophy, ASA staff is considered a cadre of professional educators with numerous responsibilities outside of class. Those responsibilities go beyond curriculum development and assessment. They include, but are not limited to, professional courtesy, decorum, and a general willingness to further the mission of the school.

In short, excellent classroom teachers must also meet the demands outside of class, must contribute to the collegial environment, and must work with administrators who have to make the final decision on issues.

B. Conflict Resolution

ASA staff is a cadre of professionals. Good communication among professionals is essential for the effective operation of the school. Within the collegial environment that ASA has created, teachers are expected to bring their concerns, whether professional or personal, to the place of their concern. Holding problems and concerns within, or merely sharing them with others who are not in a position to bring closure to the concern, is contrary to the collegial environment of ASA and seriously violates its spirit of professional ethics as outlined above. Faculty and staff who violate this principal are subject to disciplinary actions up to and including termination.

1. Procedure. Every effort must be made to resolve concerns at the lowest administrative level. Should a concern or a conflict not be resolved, administrative staff may then be called in to work out solutions. If the employee has a concern that can not be worked out between the employee and supervisor the next level administrator will help mediate the problem. The staff does have the right to address the ASA Governing Board but all requests must be made in writing and a month (30 days) before the meeting. The employee has the option to address the board in either executive or open session. The employee has the right to counsel. There is no school based appeal beyond the Governing Board.

2. Contractual obligations. The ASA Governing Board and administration are committed to make ASA a professional working environment. Central to that professional environment, all contracted staff is expected to fulfill their contractual obligations. ASA offers contracts to professional adults who are willing to work together for the benefit of the students. Unilateral acts such as refusal to participate in assigned concerts or programs, not turning in student assessments, shall be considered an "unprofessional act. Sudden, unilateral resignation, is considered an unprofessional act" under ARS title 15-545 and may result in disciplinary action by the Arizona Department of Education and the State School Board.

3. Discharge Claims. Discharge claims are spelled out on the Labor Law Poster in the Faculty Work Room.

C. Exit policy: Full and part time faculty who resign at the end of the contract year or whose contracts are not renewed are required to hand over their keys and any other school property by the last day of school.

Employees who were eligible for health benefits during their regular employment are

eligible to apply for Cobra coverage should they not have coverage after exiting ASA. The employee's school sponsored coverage will end on the last day of the school's fiscal year.

D. Reimbursement of Teacher Expenses: Academic and arts teachers must use a Purchase Request Form from the office. No reimbursement request will be able to be processed without prior authorization by the department head or Head of School.

Arizona School for the Arts uses the actual receipts or the Arizona Department of Administration Reimbursement Rate Index for mileage (44.5 cents per mile) and lodging and meals.

E. Termination of contract mid year. As per the signed contract, ASA may immediately dismiss a contracted employee for unprofessional conduct. The authority for termination rests solely with the ASA administration and Governing Board. Dismissed employees may appeal the decision to the ASA Governing Board in executive or open session of a board meeting.

Protections for Staff

A. Job Safety/Injuries on the Job/ Workers' Compensation. As adult professionals, teachers and staff should be vigilant regarding safety issues. Teachers and staff have the authority to resolve unsafe situations or potentially unsafe situations that can be easily corrected. Larger issues should be brought to the administration for resolution.

1. Workmans' Compensation. All professional and support staff are covered by workmans' compensation in accordance with Arizona Revised Statutes, Title 23, chapter 6. The state requirement is at least $100,000. ASA carries up to $500,000 per occurrence. Employees who are injured on the job while performing their duties may be entitled to workers' compensation benefits. Any job-incurred injury must immediately be reported to one's supervisor, even if the injury is slight and you believe that no medical attention is required. Arizona State law makes no provision to compensate for time away from work for doctor's appointments; however, ASA will work with staff on an individual basis. Your rights are also noticed on the State Labor Law Poster in the Faculty Workroom.

2. Safety and Health Protection on the Job. Employer and employee responsibilities are spelled out on the Federal and State Labor Law Posters in the Faculty Workroom.

3. Blood Borne Pathogens. ASA has the OSHA Standards on blood borne pathogens on file in the Head of School's office. Highlights of these standards as it relates to employees are on the State Labor Law Poster

Benefits to Staff

A. Medical and Dental.

ASA provides for medical and dental insurance for its full time teachers and office staff. Eligible staff shall make a minimum monthly contribution to help off-set annual health care increases. Coverage is also available for spouse and dependent coverage at employee expense. Teachers may elect to reject the coverage; however, no substitute coverage is available nor may teachers receive income for the rejection of coverage. The current carrier for medical coverage is Aetna, dental coverage is Guardian.

B. Arizona Retirement System.

Full time ASA employees are covered under the Arizona Retirement System. This is mandatory coverage and may not be rejected on the part of the employee. Complete information on coverage and description of the program is available in the Arizona Retirement System Manual. ASA does not offer its own retirement plan but encourages all staff to enter some private plan beyond the Arizona Retirement System.

C. Tax Deferred Annuity. All employees are eligible to participate in a tax deferred annuity plan called a 403 (b) plan. Money contributed to a 403 (b) account is not taxed until it is withdrawn (usually at retirement time). You may choose the company you wish to have manage your 403 (b) funds**.** You may initiate or discontinue payroll deductions for tax deferred annuities at any time.

D. Sick Leave

Arizona School for the Arts will allow sick leave in the following ways:

1. The ASA staff is allowed a maximum of 10 working days of sick leave per academic year. To qualify, staff must notify the administration of the leave. In cases where the staff member is unable to contact administration, i.e., an accident or a severe illness renders the employee disabled, the staff member must document the condition.
2. Sick leave is not transferable from one year to the next, nor does it accumulate from one academic year to the next.

E. Family and Medical Leave Act of 1993. This is outlined on the Federal Labor Laws Poster in the Faculty Work Room.

F. Bereavement. ASA administration will work with contracted employees who need time to handle arrangements or attend funerals for relatives. It is the intention of ASA to support its employees through difficult times. Standard time and coverage is 2 days of paid leave for bereavement.

G. Disability.

1. ASA does not provide a short term disability program.
2. Long term disability is available for full-time employees through the Arizona State Retirement System and for part-time employees through Social Security II.

H. Liability Insurance.

ASA employees are covered by the school insurance program which provides protection in the event of a lawsuit or a claim made while the employee acted in an official capacity for the school. The terms are $1,000,000 per occurrence and $3,000,000 aggregate.

I. Jury Duty.

Contracted employees who are required to serve as short-term jurors may do so with full pay and benefits. ASA does not deduct any remuneration received for services in the first two days. Following that, jury duty checks must be submitted to the Head of School for payroll processing in order to avoid long term duplication of pay. Staff must present a copy of the jury summons to ASA administration before the actual time served.

Payroll

A. Proof of Citizenship. ASA uses E-verify and is now registered with Homeland Security.

All ASA employees must provide proof of citizenship or demonstrate that they have legal documents which allow them to work in the USA prior to receiving their first payroll check.

B. Finger printing. All employees must comply with required fingerprinting requirements as outlined in A.R. S. 15-183(c)(4) and .must demonstrate that they have been fingerprinted and that they have sent their fingerprints to the Arizona Department of Public Safety prior to signing their contract. Arizona law will not allow a teacher in the classroom who does not have a current Arizona Fingerprint Clearance Card.

C. Payroll Schedule.

1. Employees are paid twice per month. Payroll is distributed electronically by direct deposit on the 16th and the last day of the month after 3:00 PM. When the 16th falls on a weekend, payroll will be distributed on the following business day. When the 16th falls on a three-day weekend, payroll will be distributed on the following business day.
2. Contracted employees may elect to receive payroll over a 10 month or 12 month, pro-rated basis.

Federal Withholding Tax. The amount of tax withheld from each paycheck is based upon the number of exemptions claimed by W-4 employees. Each employee is responsible to have a W-4 form on file at the school office. A new W-4 form should be completed by the employee whenever there is a change of address, name, or number of dependents.

Arizona State Withholding Tax. All employees are subject to Arizona State Income Tax Withholding..

Social Security. All employees are subject to social security tax; therefore, all employees must have a social security number.

ASA Student/Parent Policy Handbook 2009-2010

Mission Statement

ASA is a rigorous academic and performing arts learning community cultivating leaders of the future.

ASA School Vision

Arizona School for the Arts intends to do the following:

1. Provide a physically safe and secure environment for its students.
2. Provide a rigorous, challenging, and stimulating college preparatory academic program.
3. Provide the opportunity to work with professional artists as part of the core curriculum of the school.

ASA School Goals

The goals for Arizona School for the Arts are to educate 5th – 12th grade students in the performing arts, sciences, and humanities in a program that has the following characteristics:

1. Learner outcome-based curricula organized around what students need to know and create.
2. An emphasis on both the academic and artistic studies that will prepare students for competitive university and/or conservatory study.
3. Expand the teacher's role as professional educator.

The Statement on Equal Opportunity

Arizona School for the Arts does not discriminate on the basis of race**,** religion, national origin, gender, language, or disability. ASA is in compliance with state and federal laws covering health, safety, disability, and insurance. Information on special education policies is separate from this handbook. Annual FERPA notice is on the last page. School special education policies are available in the school office.

Purpose of this Handbook

The purpose of this handbook is to inform and advise ASA students and parents of the mission, vision, and goals of the school and how it operates. The following school philosophy, principles of operations, and specific policies have been reviewed and approved by the ASA Governing Board. Enrollment of your child in ASA is an agreement that you have reviewed this policy manual and agree to follow the policies outlined herein.

Legal Authority of the School

Arizona School for the Arts is a private, not-for-profit 501 (c) (3) corporation legally recognized by the Arizona Corporation Commission and the Internal Revenue Service. ASA is supported with public funds appropriated by the Arizona legislature. ASA has a non-sectarian educational program and has no religious bias in any program or operation. The school adheres to state and federal laws relating to disability, educational opportunity, civil rights, health, safety, and insurance.

Accreditation

Arizona School for the Arts is a full member of Advanced Ed (previously the North Central Association for Colleges and Secondary Schools). Membership implies all the rights and privileges of Advanced Ed. ASA is also a member of the Arizona Interscholastic Association.

Governing Board

The function of the governing board is to insure financial responsibility for the school, to review the mission and goals of the school, and to set and review policies of the school. The board does have the power of student expulsion. The board does not work in the day to day administration of the school. The board does not accept requests to change grades or placement and retention or promotion of students. The board will not hear appeals on any lower level disciplinary actions. The board will hear requests from parents to insure that ASA policy was properly implemented in the areas of evaluation, promotion, retention and discipline. If parents/legal guardians/ court-appointed advocates want the board to review policy procedures regarding their student, they must give the board 30 days advance notice. The board will not take actions on the request during its regularly scheduled meeting without this advanced notice. Only persons who have legal standing for the child may make the request.

Regular meetings of the Governing Board are held on the fourth (4th) Tuesday of every month in conference room 120 of ASA Main Campus. Meetings begin at 5:30 p.m. and are open to the public. The meeting schedule for the year is posted on the bulletin board in the middle school wing and is on file with the Secretary of State, State Capitol Tower. The agenda is published and posted in the main office on the Thursday preceding each meeting.

As stated in its charter, Governing Board members are members of the community who support the mission and goals of the school. Bylaws of the governing board, its minutes, and financial reports are available for review in the school office. Interested parties must make an appointment to review records.

Administration and Faculty
Administration and faculty qualifications are available on the ASA website, www.goasa.org. The school office will provide a hard copy of faculty information for those not able to receive information on-line.

Avenues for Parent Involvement
ASA parents have many avenues for participation in the education of their children. The most important avenue for parent involvement is to be knowledgeable about what their children are learning in each subject, to review periodically the student's plan book, to keep current of short and long term assignments.

1. Parents are required to participate in the actual academic and artistic evaluation of their children by attending their child's third quarter presentation during Presentation Week.
2. Parents may meet for a conference with the child's academic or arts team. A parent/teacher/student conference may be initiated by the faculty team, or the parent(s) or guardian. Because of teachers' schedules, arts and academic meetings are scheduled separately. Academic meetings include parents and the student's entire academic team. Arts conferences include the arts teacher(s) who can provide the needed input. By meeting with the appropriate team, parents can get a holistic picture of the child and his/her progress.
3. Parents with specific concerns about school policy and/or procedures are urged to make an appointment with the Head of School.
4. All ASA parents are members of the ASA Parent Committee (ASAPC) and strongly encouraged to become active participants. Monthly meetings are directed by the president and executive officers of the ASAPC. The ASAPC's executive committee is a group of parents who meet regularly with the ASA administration and faculty to help develop effective ways of supporting the mission and goals of the school. The ASAPC is separately incorporated from ASA and handles its own budget. The ASAPC is a support organization. It does not review school policies or procedures.

Parent Responsibilities
The parent agrees:

1. with the mission, vision, and goals of the school. The parent will work with ASA faculty and administration to insure that his/her child is taking advantage of the educational opportunity provided them.
2. to attend and bring his/her child/ren to arts performances and academic presentations.
3. to insure that their child/ren arrive daily and on time to school. The parent also acknowledges that chronic absence and tardiness will result in lower evaluations which may result in loss of credit - or even retention - of the student.
4. to contribute 2 hours of volunteer time or make an in kind contribution of needed material or a monetary contribution to the school each year.
5. to attend the 3rd quarter presentation with his/her student.
6. to communicate concerns in timely and respectful manner.

ACADEMIC AND ARTS PROGRAM

ASA offers a rigorous and challenging academic and arts program for all its students. The short-term goal of both the academic and arts curricula is for the student to be well prepared to enter the college/university or conservatory of his/her choice. The long-term goal is to develop students who are life long, autonomous learners.

Educational Philosophy
ASA believes that the chief responsibility of this school should be to nurture each student's capacity to learn, to reason critically, and to weigh the merits of conflicting knowledge in a responsible way. Even though the target population for our school consists of students who are particularly interested in the arts, the academic and arts

curriculum for the school addresses these abilities and expands the students' options rather than narrowing them. The school believes that its students should be expected to strive for excellence in the academic areas as well as in the arts. ASA students will be viewed as capable of exceptional achievement across the entire spectrum of both the academic and art disciplines. Since we believe it is imperative to develop students who are critical thinkers and able to articulate and communicate their ideas orally as well as in writing, teachers give substantial weight in their evaluations to in-class participation.

Students are placed in academic classes according to their instructional needs. The placements are fluid and may be changed during the school year to accommodate a student's changing instructional needs. While parent input is sought, the final decision about individual placement rests with the Head of School and the student's faculty team.

ASA students participate in all testing mandated by the Arizona Department of Education (ADE).

Student Evaluation

Students of Arizona School for the Arts are evaluated by the use of authentic assessment in the form of standards-based assessments and performance assessments. All students receive standards checklists at the end of each quarter. ASA students who take high school classes receive a semester grade. For academic and arts classes, the winter semester represents 50% and the spring semester represents 50%. The final grade for the year which is entered on the transcript is the average of the two.

Presentation assessment is given once per year during Presentation Week. During Presentation Week the regular classroom schedule is suspended so that students may make individual, half hour academic presentations before a panel consisting of their parents, teachers, and administrators. The subject of these presentations rotates between the curricula areas of language arts/ social studies and science/math.

Participation in performance assessments and department concerts are a requirement for all ASA students. Absences due to severe illness, death in the family, or religious conflict will be excused.

Grading Policy

Middle School students must meet or exceed the standard in 70% of all objectives to pass the semester. The two semesters are then averaged together for a final average percentage, which must be 70% or higher to pass the year. ASA does not convert grades for middle school students.

Middle School students who meet or exceed the standard on 70% of all objectives and who exceed on 50% of the year's objectives will earn "pass with distinction" on their final checklist.

High School students must earn a "C-" (70%) or better to receive credit. ASA does not recognize a "D" as a passing grade. Grade calculations are based on the following scale:

Grade	GPA Points	Percentage Range
A+	4.33	97-100
A	4.00	93-96.9
A-	3.66	90-92.9
B+	3.33	87-89.9
B	3.00	83-86.9
B-	2.66	80-82.9
C+	2.33	77-79.9
C	2.00	73-76.9
C-	1.66	70-72.9
NCE	0.00	0-69.9
NCE = NO CREDIT EARNED P = PASSING		
Honors courses are weighted by 1.00 Grade Point and are designated with an "H" following the Grade.		

Transcripts and Transfers
A transcript of classes taken and the credits earned from those classes will be issued when a formal request from another school is received. Students who transfer to other schools should check with those schools to see how their credits and courses will transfer. ASA does not make those decisions. Students who transfer to other schools after a quarter has begun may be placed in a position where they receive NCE (No Credit Earned) for their work. ASA strongly recommends that students complete the full quarter in which they are enrolled and complete all assignments before transferring.

The ASA school transcript reflects coursework taken during years of attendance at ASA only.

High School Program Graduation Requirements:
ASA high school students must meet the following criteria to receive a diploma and participate in the commencement ceremony:

1. Complete the curricula requirements listed below. ASA students must take the required coursework at ASA.
2. Complete the community service/research project requirements and presentation by the assigned deadline.

Graduation Requirements

English	4 credits
Foreign Language	4 credits*
Social Studies	4 credits
Mathematics	4 credits**
Science	4 credits***
Community Service	.5 credits
Arts	8 credits (6 in major) ****

* Only French and Spanish are recognized as foreign language credits. Students must complete four consecutive years of the same language.
** Mathematics credits include Core 1, Core 2, Core 3, and Pre-calculus, Statistics or Calculus. Students who took Core I in the eighth grade must take the calculus class their senior year. Students who enter the high school with advanced math skills may not fit into the sequence of classes. Individual arrangements will be made that may not include an on-campus math class during a given year. ASA is not financially responsible for outside mathematics classes.
*** Science credits must include Freshman Science/ Health, Biology, Chemistry, and Physics.
****The student needs a minimum of eight (8) credits, six (6) in the declared major to graduate. Two (2) credits must be taken each of the four years the student is enrolled and moving toward graduation.

Middle School Program Requirements:
ASA 8th grade students must successfully complete all arts and academic curricula requirements in order to be enrolled in the ASA high school program.

Language Arts	3 credits
Mathematics	3 credits
Social Studies	3 credits
Science	3 credits
Piano	1.5 credits
Grammar/Study Skills	1.5 credits
Arts Requirements:	
Ballet	6 credits
(may include vocal/instrumental credits if schedule permits)	
Voice and Instrument	6 credits

Promotion and Retention Procedure
Arizona School for the Arts faculty and administration has the sole authority to determine promotion and retention for all its students. That is not a function of the governing board. Students who are progressing at a level sufficient to function adequately at the next grade level will be promoted. **Students who are not progressing will not be promoted until all skills and content have been acquired to a degree that will enable the students to function**

adequately at the next curricular level. Students who fail any combination of three or more (arts or academic) classes for the school year will be retained. It is the function of classroom teachers and the administration to determine whether a student has made sufficient progress toward promotion to the next grade.

Students who receive 2 NCE's (no credit earned) for the year in any academic or arts classes must remediate the credits in summer school in order to be promoted to the next grade.

Students required to enroll in summer school must enroll in ASA summer school or an ASA approved summer school course. Students must receive a C- or better in all required summer school classes. High school students will receive a C- on their transcript to replace the NCE. Verification of enrollment in the summer course must be submitted to the office by the first week of June. Verification of class completion must be submitted to the school office prior to the first day of school in order to complete registration and attend ASA.

Required Additional Academic Instruction
ASA requires additional academic instruction and tutoring for students struggling to meet academic standards. Student assignment to these classes is based upon teacher recommendation only. Classes meet from 3-4 in the afternoon. Students are excused from their arts classes to attend ASA tutoring.

Extra Curricular Activities and Student Standing
Students must be passing all classes and have no outstanding disciplinary issues to participate in ASA extra-curricular activities.

Arts Program
General Principles of the ASA Arts Program
The goal for the ASA arts program is for the student to gain mastery in a specific arts area. To meet that end, the ASA high school student declares a major arts discipline (Music, Drama or Ballet) at the end of his/her sophomore year. That declaration occurs with the selection of classes for the junior year. This determines the course of his/her study in the junior and senior year.

1. Juniors and seniors must take two (2) credits each year in their major.
2. Students may not stack credits, such as taking six credits in the freshman and sophomore years, and then petitioning to be released from credit requirements during their junior and senior year or requesting to change majors.
3. Students may not take two choir classes of the same level.
4. Student may not take two piano classes to fulfill the requirements.

Unique situations in music:
1. *Piano:* Piano slots are reserved first for piano majors and then music majors. Students in other majors will be placed in piano only after the piano and music majors are placed. New high school students must audition. Students who participate in the high school piano program, no matter what their major, must make arrangements for a home piano on which to practice.
2. *Jazz Band & Percussion Ensemble:* Freshman and sophomore students must enroll in a band class and one other music class, i.e. voice, piano, guitar in addition to jazz band or percussion ensemble. Juniors and seniors may enroll in jazz band or percussion ensemble and a band class to fulfill their two credits for the major.

Placement and Promotion
Middle School: The core of the middle school arts curriculum is based in music. All new and returning students are reviewed annually for correct class placement. Placement in the appropriate level for ballet and/or music classes is determined by the arts faculty and the administration. Students in 5th – 8th grade will take class piano as part of their morning academic program. All middle school students, with the exception of ballet students, will study an instrument and voice in the appropriate ensemble. The curriculum is designed to help the student develop habits of regular practice, focused concentration, and team work.

High School: All new and returning student placements are reviewed annually for correct classroom placement. The high school arts curriculum encompasses three performing arts areas: music, theater, and ballet. Ballet alone will fulfill the arts requirement of two credits per year.

Private Lessons
ASA encourages students to study privately. Theatre and ballet students may make arrangements with Phoenix Theatre and Arizona Ballet School instructors for additional lesson work. Many ASA music faculty members are available after school for lessons. ASA can also make arrangements with highly qualified music instructors for on-campus instruction after regular school hours. Parents contract directly with the teacher, not through the school.

ASA Policy on Vocal and Instrumental Music
The school reserves the right to choose music as it sees fit to meet the needs of its curriculum and special performances such as the Evening of Arts performance and Showcase performance.

Much of the great music literature for ensembles uses texts that are based on liturgical or scriptural traditions. Moreover, folk traditions also incorporate sacred aspects in their songs. Much American concert music uses holiday themes or texts. Since ASA uses primary sources as much as possible for its curriculum and/or works of composers who know and understand the young voice, the music curriculum will include music with religious texts.

It is not the policy or intention of ASA to indoctrinate students in any religious belief or specific theology. However, when one studies the great masterworks, the school believes that the benefits of studying and performing the music that is carefully chosen by the ASA vocal and instrument music instructors for its pedagogical, artistic, and cultural merits are important to the artistic development of ASA students. ASA instructors will not choose and perform music of an overtly religious text that is designed to promote or encourage its particular theology.

Music Instrument Policy
ASA does not provide music instruments for students with the exception of string bass, certain oversized percussion instruments and tuba. Students bring their instruments to school daily and take them home for nightly practice. Rooms in which instruments are stored are locked or supervised during academic periods. Students may not leave their instruments in the hall or on the school grounds unsupervised. Students may not share their instruments with others while on school grounds unless they have direct permission with the instructor and they are under the instructor's supervision. Students are expected to keep their instruments in good repair.

If students rent their instruments, ASA strongly recommends that the parent purchase theft and repair insurance. If a student owns his/her instrument, especially an instrument of any value, ASA strongly recommends that the parent attach a rider to their home owner's insurance covering the instrument. ASA is not responsible for lost or missing instruments.

Additional Costs

Parents are responsible for student dance/drama attire, musical instruments and supporting equipment.

ASA provides daily transportation to the School of Ballet Arizona and Phoenix Theatre. An annual fee of $100 is assessed to ballet students and $50.00 to drama students to help offset the cost of bus maintenance and gas.

Ballet dancers pay a costume fee (approximately $60 to $80),to participate in Showcase. Students who are experiencing financial hardship can apply for a scholarship.

Students who participate in ASA dramatic productions including Showcase may be assessed a costume fee. The fee will vary depending on the production.

Students in vocal and instrumental ensembles may be required to rent a dress/tuxedo or buy a red performance polo or other performance attire.

STUDENT LIFE and GUIDELINES for STUDENT CONDUCT

Daily Class Schedule

School begins at 7:45 am. Students who arrive after 7:45 are marked tardy by their teacher. Students arriving after 8:00 am must report to the office for check-in and a late slip (*See Absence and Tardiness Policy).*

5th Grade

Academic class	7:45- 8:45
Academic class	8:50-9:50
Break	9:50-10:10
Arts class	10:10-11:00
Lunch	11:00-11:45
Arts class	11:50-12:35
Academic class	12:40-1:40
Break	1:40-1:55
Academic class	1:55-2:55

6th-12th grade schedule

Academic Program	7:45 a.m.-12:15 p.m.
Lunch	12:15 p.m.-12:50 p.m.
Arts Program	1:00 p.m. - 4:00 p.m.

School ends at 3:00 or 4:00 pm depending upon the student's arts schedule.

Code of Student Conduct

The Arizona School for the Arts is both a school and a community. ASA is housed in buildings belonging to ASA, First Congregational Church, Ballet Arizona, Phoenix Theatre, Dance Theatre West, and Wessex Properties. Being a member of the ASA community, students have an obligation to the other members of that community, including fellow students, faculty members, school administrators, parents, and visitors. A student's personal behavior, attitudes, and values become essential parts of the student's contribution to the learning community. The rules and regulations as well as the Code of Student Conduct are meant to formalize these obligations and expectations that we can reasonably demand from each other.

Students will:

1. respect the properties.
2. be courteous, helpful, and respectful to any visitors and guests who come to our school.
3. treat others with dignity and respect in words and actions.
4. be on time for school each day and be prompt for all classes.
5. do all homework.
6. behave in a dignified, respectful, and appropriate manner. This means that they will not use offensive language, including the use of racially or sexually offensive language.
7. dress according to the dress code.
8. not deface any of the school property nor will they put any graffiti in or around the school grounds.
9. stay with the group on school trips, and not go off on their own without the expressed permission of a responsible staff member.
10. never leave the school building and grounds without the expressed signed permission of their parent/guardian, and the Head of School, the Vice Principal, or someone designated by them as the person in charge. Seniors may be given parent permission to leave campus for lunch. No students may drive off campus for lunch.
11. report any potential problems of a serious nature to the Head of School, the Principal, Vice Principal, or to one of the teachers.
12. report to the administration any knowledge of fellow students doing something harmful to themselves, another person, or to the reputation of the school.

Basic Daily Rules

ASA has a closed campus policy. Students at ASA are expected to abide by the basic set of rules listed below. Additionally, students are expected to respond to direction from ASA staff and faculty even though the request made may not be specifically mentioned in this handbook.

1. Gum: Students, faculty, parents, and visitors may not chew gum while on campus. Our lease specifically stipulates that no gum is allowed on campus.
2. Phones, MP3 Players, and IPods: Phones, MP3 players, IPods and other items that interfere with instruction may not be used while a student is on campus. These items must be stored in a student's book bag so they are not exposed on campus. If a parent needs to contact his/her child during instructional hours, please call the office.
3. Make-up and other Grooming Articles: Grooming should be done at home or in the bathroom during lunch time. The classroom is an instructional environment in which make-up, hair brushes, and other grooming articles are not appropriate. These items will be confiscated.
4. Eating and Drinking: No eating or drinking can take place in any classroom or building other than the cafeteria. Water bottles may be used.
5. Vending Machines: Use of vending machines is limited to before school, during lunch, or after school. The vending machines in Pilgrim Hall may not be used after lunch period until 4:00 p.m. when the last arts class held in that room is dismissed.
6. Driving: Students are allowed to drive themselves to and from campus at the beginning and end of the day. They are not allowed to use their cars as lockers. They cannot visit their cars during the school day without expressed consent by faculty or administration. Cars must be parked in designated student areas. Students may need to purchase a parking permit to park on campus. Seniors are not allowed to drive to lunch. Students who drive to Ballet Arizona or Phoenix Theatre must have a parent permission note on file in the office and may NOT drive another student. Students who go to Phoenix Theatre for part of their arts program and then return to ASA campus must take the bus.
7. Personal Responsibility for Trash: Every student is expected to use appropriate trash receptacles for snack wrappers, soda cans, and other trash. Students are also expected to clean up the area in which he/she has eaten lunch. It is not the function of the church's janitorial staff to clean up after any member of the ASA learning community.
8. Public Displays of Affection (PDA): Short hugs and hand-holding are permissible on campus. Other forms of affection including, but not limited to kissing, sitting on one another's lap, putting arms around one another, are not allowed.
9. Physical contact: Students are to keep their hands and feet to themselves at all times.

Dress and Appearance

Please note the consequence for dress code violations as they will impact parents and students. Please help us maintain a positive and productive learning environment by helping your child select appropriate clothing for school.

ASA students represent the school at all times. While a comfortable, relaxed atmosphere is part of the ASA environment, students are not visitors in their classes but active participants. Therefore, students must remove coats or jackets in class. The school does not allow students to wear clothing or carry accessories that bear images or messages that glorify death, drugs, alcohol violence, or the occult. Furthermore, clothing or accessories that bear profanity or are sexually, racially, or religiously offensive may not be worn. Students are to be dressed in a manner that is appropriate to a teaching/learning environment defined as follows:

1. Backless or halter tops, spaghetti straps, and sheer garments may **NOT** be worn. Tank tops, sleeveless shirts and all tops must have at least 3 fingers (index to student's own ring finger) coverage at the top of the shoulder. At no time, can bra straps be exposed.
2. All tops must sufficiently cover the chest. Necklines may be no lower that the width of 4 fingers (student's own index to pinky) when measured from the bottom of the neck or collarbone. Additionally, tops must lay flat against chest. No cleavage may show.
3. The back of the shirt may not be lower than armpit level.
4. Clothing should fit appropriately without being too tight or too loose.
5. Shirt and blouse hems should extend four fingers below the waistband of shorts, skirts, or pants. NO MIDRIFF or back skin lower than armpit level should show at any time. No underwear can be exposed.
6. Skirts/dresses must reach the top of the front and back of the knee.

7. Skirt/dresses that do not reach the top of the knee must have a pair of dress code length shorts or a pair of opaque leggings underneath.
8. All skirts/dresses must come to at least 4 inches below the buttocks, measuring from immediately below the buttocks to 4 inches down the back of the leg.
9. Shorts must come to at least 4 inches below the buttocks, measuring from immediately below the buttocks to 4 inches down the back of the leg.
10. Clothing may not be ripped, cut, or have holes within the dress code restricted area.
11. No cell phones, IPods or MP3 players should be seen or heard on campus.
12. No hats, visors, or beanies may be worn during school hours.
13. Sunglasses may not be worn inside.
14. Shoes must be worn at all times. Slippers may not be worn.

Students will be given a dress code pass and will be sent to the office from class if they are in violation of the dress code. Upon 1st violation of dress code, students will be allowed to call a parent to bring alternative clothing or to change clothes. For all subsequent dress code violations, they will be sent home for the day and receive an unexcused absence in all missed classes. Final decisions as to the appropriateness of dress rest with the school administration.

Policy on Bullying, Hazing and Harassment

Bullying, hazing and harassment are prohibited and ASA students may not participate in any of these actions. Students may not solicit others to participate in/or aid and abet any of these actions. It is not a defense by the perpetrators(s) that the bullying, hazing or harassment victim consented or acquiesced in the activity. All students and staff are responsible for taking reasonable measures to prevent bullying, hazing and harassment. "Reasonable measures" does not allow or justify the victim to return in-kind. Such in-kind actions on the part of the victim will be considered a violation of the ASA Disciplinary Code of Conduct. If a student is a victim of bullying, hazing or harassment, the student should ask the perpetrators to stop. If the actions do not stop, the student should inform a teacher or an administrator. If the student does not feel comfortable informing a school representative, he/she must inform their parent or guardian who will in turn inform the school. The victim must report the bullying, hazing or harassment in order for the school to implement an action plan to resolve the situation. The school will then act as it does in its general disciplinary procedures. Retaliation by the perpetrator(s) in the form of further actions, including organized shunning of the victim, will result in further disciplinary action against the perpetrator(s) up to and including expulsion.

Discipline and Due Process Procedures

Any student whose behavior while on campus is alleged to be in violation of the school's code of responsibilities shall be referred to the administration for disciplinary action. It is the policy of Arizona School for the Arts to remove students from class who are disruptive to the educational process. It is the role of the student to bring appropriate classroom behavior and self monitoring skills to class. If a student is unable to work properly in class, the students shall be removed from the class. Minor infractions of the rules and regulations concerning student conduct will be handled by the faculty and administrators.

Cheating/Plagiarism

Students involved in any way in academic dishonesty will receive NCE (no credit earned) for the assignment or test involved in the incident and parents will be contacted. A repeated incident of academic dishonesty can result in an NCE in the class for the semester and/or expulsion. All complaints of cheating or plagiarism against a student are to be dealt with confidentially in order to protect the privacy and interests of the students or students involved, including any student reporting alleged wrongdoing. Personal information with respect to an incident of student academic misconduct will be treated in confidence and not released to any third party or external agency unless required by law or with the express written consent of the student or the student's parent or legal guardian.

Suspension

When a student has been referred to an administrator for a violation of school regulations, the administrator will determine the nature of the violation and the resulting disciplinary action to be imposed if the charges are found to be accurate. The administrator then decides if the violation would subject the student to the possibility of an in-school suspension, a short-term off-campus suspension, or a long-term off-campus suspension. ASA will inform the parent in a timely manner to inform them of the impending suspension.

In instances where the action by the student has the potential to endanger his/her safety, the safety of others, or cause a severe disruption in the relationship with ASA and First Congregational Church, Phoenix Theatre, Ballet Arizona, Wessex Properties, the Phoenix Public Library, or other institutions which have an agreement with ASA to provide services necessary for the successful operation of the school, the issue may go immediately to the governing board for expulsion, even if the student has not had a previous suspension.

The policy for Arizona School for the Arts which relates to student suspension is based upon Arizona Revised Statute, Title 15- chapter 8, Article 843 which reads in part " . . . the authority to suspend a pupil or student from school is vested in the superintendent, the principal, or other school officials granted the power by the governing board of the school district." The approval of this hand book by the ASA governing board confirms that authority.

Zero Tolerance Policy
ASA has a Zero Tolerance Policy for tobacco, alcohol, and drug use, distribution, and/or possession and for the use and/or possession of weapons in and around the ASA campus. "Around the campus" means any place in the vicinity that other students or the public may observe the behavior of the student and/or associate that student with Arizona School for the Arts. Violations of these regulations will result in expulsion from school.

Expulsion
Expulsion of a student from the school is a power of the Governing Board and conforms to the provisions in Arizona Revised Statute Title 15 Chapter 8, Articles, 341, 342, and 343. "The governing board alone has the authority to exercise the power of expulsion of a student from school." All conduct which will result in the expulsion of a student requires a formal hearing before the governing board. No student shall be expelled unless the Governing Board has determined that such punishment is applicable after the formal hearing. Parents may formally withdraw a student from school before the hearing. However, ASA reserves the right to continue with the expulsion proceedings even if a student withdraws from ASA. Students may not reapply for admission within the current school year. Students may apply for the next school year subject to Board approval.

Attendance Policies

General Statement on Attendance
Arizona Revised Statutes (ARS) requires the parent or legal guardian of the student shall “enroll the child in and ensure that the child attends a public, private or charter school for the full time of the school.” To that end, Arizona School for the Arts has implemented attendance policies in the spirit and letter of the law. It is imperative that parents understand these policies and how they will affect their child’s evaluations at ASA. A note of caution to parents:

1. Family vacations or trips that interfere with scheduled school days performances or Performance Week are not recognized as an excused absence. They will count against all missed days for the semester. Presentations will not be rescheduled to accommodate family vacations.
2. The parent(s) or guardian must get their children to school on time. Continuous or habitual tardiness becomes cumulative and will negatively affect class grades. Parents cannot excuse or remove the child’s negative evaluation based on parent inability to get children to school on time.

Leaving Campus
A student may not leave campus for any reason except under the following circumstances:

1. The student is under the supervision of a staff person and has parental permission.
2. The student has a written note from his/her parent or legal guardian and presents it to the attendance staff person in the office at the time of sign-out. The student must be accompanied by an adult at the time of departure.
3. The parent or guardian personally picks up the student and signs out the student in the office.
4. No parent may sign out a child that is not their own without written permission from that child's parent or guardian.

Daily Attendance and Tardiness
Parents are responsible for the timely attendance of their children to both academic and arts classes. Daily and punctual attendance to all classes, school functions, and performances is essential for success at ASA. The ASA curriculum requires active participation and often involves group work. For this reason, it is difficult for students to make up work missed due to absence or tardiness. Since regular and timely attendance is so vital to student success, the following attendance policies have been implemented:

General Attendance Policies:

1. **Three (3) tardies or early withdrawals equal one (1)** absence in any class for which they occur and will count toward the absence total.
2. All absences will be counted toward the total number of absences for a semester.
3. A student who misses more than half of a class period due to tardiness or early withdrawal is considered absent from that class.

Make-up Work:

1. Students are responsible for contacting their teachers for make-up work **immediately** following an absence.
2. Students have the same number of days to complete make-up work as days absent.
3. Participation in class is a **required** element of the curriculum that **cannot** be made-up.
4. Quarterly assessments **may be affected** by excessive absences even if all written make-up work is completed.

School Attendance Policy:

1. **Seven (7) absences per semester will result in the following:**
    A. **A full grade drop** for the semester in any class in which the absences occur.
    B. **No Credit Earned (NCE)** in any class in which make-up work is not completed successfully.
2. **Fourteen (14) absences in a single class** will result in **No Credit Earned (NCE)** in that class.
3. If an ASA pre-**approved summer school plan is completed,** credit may be given for up to 2 classes.
4. Final decision about consequences resulting from excessive absence rests with the school administration.

Exceptions

Chronic health problems

As stated in the Arizona Education Code, pupils with chronic health problems means pupils who are unable to attend regular classes for intermittent periods of one or more consecutive days because of illness, disease or accident but who are not homebound. The chronic health problem must be **certified by a health care provider**.

Extended/Severe Illness

An extended/severe illness is one that results in a student missing more than **three (3) days** of school or when illness symptoms include; fever, vomiting and/or flu-like symptoms. To maintain a healthy school environment, students should return to school when symptom free. **All cases of chronic health problems or extended/severe illness will be reviewed on an individual basis.** Extended illness situations may require a **letter from a health care provider.**

Miscellaneous

Family emergencies, religious holidays and visits to a qualified Health Care Provider (documentation required) will be not be counted toward the total number of absences for a semester.

Non Participation Days in Arts

Students who do not participate in arts class activities (i.e. No instrument, non dress for ballet, etc.) will receive a non-participation day. Two non-participation days will equal 1 regular school absence for that class.

Extracurricular Activities:

1. **Five (5) days per school year** may be approved for extracurricular events in which a student actively participates such as performances, competitions, and leadership opportunities.
2. Students must complete an extracurricular activity approval form available in the office prior to the event. Each request will be reviewed on an individual basis.
3. Students must submit the required documentation after the event to get it excused.
4. These 5 excused days are for the school day only and do not excuse students from evening obligations.

College Visits for 11/12th grade students:

1. Two days per school year may be approved for college visits.
2. Students must complete a college visit approval form available in the office.
3. Documentation from the school(s) visited must be provided upon return to campus.

Each request will be reviewed on an individual basis.

Notification Procedure
All students **must** contact their teachers for make-up work on the first day the student returns to school. Teachers will not initiate contact. Make-up work for such absences will receive full credit if completed within time allotted by the instructor.

Concert Performance Attendance
Performances are not merely concerts. They are presentations of curriculum materials learned and mastered. Performances are listed on the annual calendar. It is the parent's responsibility to bring his/her child to the concert or performance in the appropriate attire. Students not in the appropriate attire will not perform thereby losing credit for that performance. Concerts cannot be made up by another concert.

Enrollment and Campus Policies

Enrollment
As stated in the beginning of the handbook, ASA does not discriminate on the basis of race**,** religion, national origin, gender, language or disability. ASA supports and is in compliance with all state and federal health, safety, civil rights, disability, and insurance laws. Moreover, ASA reviews those laws in relation to the school on an annual basis through participation in state ADE workshops. ASA offers prospective parent information meetings to learn about the ASA school philosophy. Dates and times of events can be found on the school website.

Returning Students
Returning students are responsible for submitting two forms, the Re-enrollment Form and the Arts Registration Form, for re-application by the appointed annual deadlines. Student activity fees are requested at the time of registration. If you do not meet these deadlines for both re-enrollment and arts registration, you may lose your space.

New Student Enrollment
ASA enrolls students in accordance with ARS 15-184, ASA enrolls eligible new pupils by lottery and program availability who submit a timely application unless the number of applicants exceeds the capacity of a program, class, grade level or building:

1. In the enrollment process, "lottery" is the number drawn at a public board meeting for the prospective student. The lottery number only determines the order in which the application is processed.
2. "Eligibility" means students who are working at grade level as determined by previous standardized and criterion-referenced testing, previous school evaluations, and ASA placement testing. The ASA administration has the sole authority to place the student at the appropriate grade level for both arts and academic classes.
3. "Program" for academic placement means in which class the child will be placed so as to best meet his/her needs to access the school curriculum.
4. "Program" for arts enrollment purposes means music, ballet, and drama in the high school and music and ballet in the middle school.
    A. "Ballet" means the dance program (grades 5-12) offered through Ballet Arizona/ Dance Theatre West.
    B. "Drama" means the high school program (grades 9-12) offered through Phoenix Theatre.
    C. "Music" means programs (grades 5-12) in strings, band, and piano. Classical guitar is available with limited enrollment. The band and strings programs are subdivided by families of instruments that meet in individual classes which have enrollment caps.

All prospective students must take placement examinations in both arts and academics. The academic placement exams are used solely for placement purposes. **Every student enrolling at ASA must complete the required arts testing for the course** of study they wish to pursue at ASA. These tests will determine placement in classes available at ASA. All entering 7th -8th grade students are required to take a vocal test. Summer remediation will be required for any student who does not meet the minimum academic admission requirements.

Siblings of students already attending the school have the right of first refusal for openings.

Upon completion of placement examinations, the re-enrollment of current ASA students, enrollment of siblings of current students, ASA alumni and children of faculty or staff, and the number of program openings, the administration will notify the prospective student a soon as possible.

Withdrawals

In the event that a parent or legal guardian withdraws a student from ASA during the school year, the following procedures apply:

1. The parent or legal guardian must request an *Official Notice of Pupil Withdrawal* (ONPW) per A.R.S. Title 15-827.
2. The withdrawal date on the ONPW shall be the same as the last date of attendance recorded in the official school attendance log.
3. ASA grading policy is to give high school students grades and middle school students a pass/NCE only at the end of each semester. This means that no grade on a transcript will be issued unless the student has attended and has completed assignments for the semester. If a student is passing but withdraws before the end of a semester he/she will receive a form listing the classes attended, the dates of attendance, and a *P* for pass in middle school and an exit grade in high school for each class the student is passing. If the student is not passing a class or classes, the same will apply except that he/she will receive an *NCE* for each class the student is not passing.
4. ASA will forward transcripts of all completed semester work to the student's new school upon official request by that school. If the student withdraws before the end of the semester, ASA will send the transcript and the form described above in No. 3.
5. Parents may request copies of their student's evaluations for themselves. Refer to the annual notice of the Federal Education Rights Privacy Act (FERPA) that is at the end of this handbook.
6. Students who withdraw will be treated as new students if they decide to reenroll.

Vaccination Records

Parents must provide the school with vaccination records in accordance with the laws of the State of Arizona. Vaccination is mandated by state law and no student will be admitted to school until the form is completed.

Medical Emergency Forms

Parents must complete the medical emergency section of the student application as part of the admissions process. Parents are also expected to keep medical emergency information up-to-date by calling the school office to provide any information that may change during the course of the school year.

Prescription Medication

Parents or guardians must deliver prescription and over the counter medication to the school office in person. No one else can do this. Additionally, prescription must be delivered in a bottle that comes from the pharmacy with the prescription label attached. Both Prescription and Non-prescription medication may not be carried by any student. This medication must be kept in the locked medical cabinet in the school office. To take this medication, the parent must fill out a medication dispensing consent form in the office listing the specific instructions for the medication. Medications policy is posted in the office. Parents may sign and submit a release to have the school provide and dispense certain OTC medications. See release form for details (meds/dosages).

Field Trips

Field Trip Permission Forms

All parents must submit the field trip permission form during the first week of school. Forms are available in the main office or on the website. The field trip permission form is for trips to the library, local museum, theaters, and neighborhood excursions for field study. Out of downtown area trips require a signed parent permission slip. Out of county trips require governing board approval, notification to our insurance carrier, and a notarized medical release form signed by the student's parent or legal guardian.

ASA policy is to use the school bus for field trips when it is available. Parents may serve as drivers in certain cases. Students may drive only as a last resort. Students who drive must have a parent permission slip. This includes ballet & drama transportation as well.

Field Trips and Responsible Bus Behavior
The bus driver is responsible for the safety of ASA students on the bus. The driver of the bus has the same authority as any teacher or administrator in the school. The laws regarding bus safety, driver training and licensing, and student behavior are state and federally mandated. Inappropriate behavior such as standing up on the bus, waving to other drivers on the road so as to distract them, sticking any part of the body out of the bus, coming too close to the bus by students who are not riding are all violations of the code. There is no eating or drinking of anything but water in approved containers on the bus. Students who violate this responsibility have violated the Code of Conduct and are subject to severe disciplinary measures.

Building Information and Rules

Visitors
All visitors to ASA must report to the office before going on to the campus. Parents who wish to see a teacher, an administrator, or visit a classroom must make an appointment. Only alumni or siblings of current ASA students may be on campus.

First Congregational Church, Ballet Arizona, Dance Theatre West, Phoenix Theatre, Phoenix Library and Wessex Properties
ASA students are "guests" of First Congregational Church, Phoenix library, Ballet Arizona, Dance Theatre West, Phoenix Theater, and Wessex Properties. Defacement and destruction of property are not tolerated and will result in the procedure for expulsion from school. Students, who witness such actions by others and do not report the incidents to faculty, administration, or a responsible adult such as a parent, are subject to disciplinary action as well.

Before and After School
Students may not arrive on campus before 7:15 a.m. There is no adult supervision before that time; therefore, the school cannot be responsible for any student before that time. Students are released at 3:00 p.m. or 4:00 p.m. depending on their afternoon arts schedule. Students must leave the campus within 15 minutes of their last class unless they are involved in an adult supervised activity.

Parent Transportation Responsibilities for Events Outside of Regular School Hours
All students must be picked up by ASA designated times (within 15 minutes of the conclusion of the event) for school days and other on and off campus events. Students who are not picked up by ASA designated times for field trips, socials, extra curricular activities, and performances may be prohibited from attending future events. Parents who fail to pick up students by designated times may be assessed a fee to cover chaperone and security costs (approx. $65/hour).

Pesticide Spraying
At this time, ASA is not using any chemical spraying on its campus. Should circumstances necessitate a change, we will notify parents.

Parking, Student Drop-Off Areas, and Use of the Cross Walk
Parents who drop off students should do so in the north parking lot of First Congregational Church or the front of the administration building. Parents who drop off students on the north side of Willetta within the signed school zone may be cited for illegal stopping in a marked No Passing Zone. Students shall not jaywalk across Willetta. The intersection at Second Street and Willetta is marked as the official cross walk of the school; it is the only legal area for students to cross the street. Students and parents are advised to use due care and caution when crossing the street. Students who fail to use the crosswalk or exhibit unsafe behavior in the street may be suspended.

Notification of Rights under
The Family Educational Rights and Privacy Act (FERPA)

The Family Education Rights and Privacy Act (FERPA) afford parents and students over 18 years of age ("eligible students') certain rights with respect to the students education records. These rights are the following:

1. **The right to inspect and review the student's educational records within 45 of the day Arizona School for the Arts receives a request for access.** Parents or eligible students should submit to the ASA principal a written request that identifies the record(s) they wish to inspect. The principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
2. **The right to request the amendment of the student's education records that the parent or eligible student believes is inaccurate.** Parents or eligible students may ask ASA to amend a record that they believe is inaccurate. They should contact the school principal in writing, clearly identifying the part of the record they want changed, and specify why it is inaccurate. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notifies of the right to a hearing.
3. **The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent.** One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed as an administrator, supervisor, instructor, or support staff member (including contracted specialists and health, medical or law enforcement personnel); a person serving on the Governing Board; a person or a company whom the school has contracted to perform a special task (such as a contacted education consultant or teacher, attorney, auditor, medical consultant, or therapist); or a parent or student serving an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.
   A school official has a legitimate educational interest if the official needs to review an educational record in order to fulfill his or her professional responsibility. ASA will send school records to another school upon that school's request only if the parent has signed the new school's official request form.
4. **The right to file a complaint with the U.S. Department of Education concerning alleged failures by ASA to comply with the requirements of FERPA.** The name and address of the Office that administers FERPA are the following:

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

CHILD FIND POLICY

As a further duty, Arizona School for the Arts will define and pursue efforts to see that:

1. All children with disabilities, who are in need of special education and related services, will be identified, located and evaluated.
2. A practical method will be developed and implemented to determine which children are currently receiving needed special education and related services.
3. The program also applies to highly mobile children with disabilities and children who are suspected of being a child with a disability and in need of special education, even though they are advancing from grade to grade.

To carry out these duties, assigned Arizona School for the Arts personnel will:

1. Maintain documentation of the public awareness efforts to inform the public and parents within their jurisdiction of the availability of special education services.
2. Implement screening activities for all newly enrolled students and those transferring in without sufficient records.
3. Complete the screening activities within 45 days of a student's enrollment.
4. Include in the screening consideration of academic or cognitive, vision, hearing, communication, emotional and psychomotor domains.
5. Maintain documentation and annually report the number of children with disabilities within each disability

6. Children, aged birth through two years, and suspected of having a disability will be referred to the Arizona Early Intervention Program for evaluation and, if appropriate, services.

FREE APPROPRIATE PUBLIC EDUCATION (FAPE) POLICY

Arizona School for the Arts will ensure that all children with disabilities have the right to a free appropriate public education (FAPE).

For the purposes of the IDEA, the term free appropriate public education or FAPE means special education and related services that:

1. Are provided at public expense, under public supervision and direction, and without charge;
2. Meet the standards of the State Board of Education;
3. Include elementary school, or secondary school education;
4. Are provided in conformity with an individualized education program (IEP).

To discharge these obligations, administrative, professional, and support staff personnel will competently execute any applicable responsibilities of their positions to help assure that:

1. FAPE is made available to each child with a disability, who is in need of special education and related services, even though the child is advancing from grade to grade.
2. Services in accordance with '300.121 are made available for a child with a disability who has been removed from his or her current educational placement for disciplinary reasons for more than 10 school days.

FAPE is available to students who have graduated , but who have not been awarded a regular high school diploma, and who were previously identified as a student with a disability in need of services..

Protection of Pupil Rights Amendment (PPRA)

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

1. *Consent* before students are required to submit a survey that concerns one or more of the following protected areas if the survey is funded in whole or in part by the program of the U.S. Department of Education (ED)
    a. Political affiliations or beliefs of the student or student's parent
    b. Medical or psychological problems of the student or student's family
    c. Sexual behavior or attitudes
    d. Illegal, anti-social, self-incriminating, or demeaning behavior
    e. Critical appraisals of others with whom respondents have close family relationships
    f. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers
    g. Religious practices, affiliations, or beliefs of the students parents
    h. Income, other than required by law to determine program eligibility.
2. *Receive notice and an opportunity to opt a student out of –*
    a. Any other protected information survey, regardless of funding
    b. Any non-emergency, invasive physical exam or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exams or screening permitted or required by Arizona law.
    c. Activities involving collection, disclosure, or use of personal information obtained from students for marketing or to sell or otherwise distribute the information to others.
3. *Inspect* upon request and before administration or use –
    a. Protected information surveys of students
    b. Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes
    c. Instructional material used as part of the education curriculum.

The school office should receive a copy of any court order specifying guardianship, student pickup, interaction or educational decision making.

Arizona School for the Arts application and annual registration form requires parents to give consent to participate in research and also release of student image or performance for ASA purposes. ASA policy refrains from any other non-school use of students in surveys, marketing, sales and distribution purposes with out parent permission.

Duty to Report
Any ASA faculty, staff, or administrator who reasonably believes that a minor *is or has been* the victim of abuse… or neglect… shall immediately report or cause reports to be made… to a peace officer *or* to child protective services." A.R.S. § 13-3620

Policy on Drug-Free School Zone (A.R.S. § 13-3411)
It is unlawful for a person to intentionally be presenting a drug free school zone to sell, transfer, possess or use marijuana, peyote, prescription drugs, dangerous drugs or narcotic drugs. It is unlawful to manufacture dangerous drugs in a drug free school zone.

"Drug Free School Zone" means the area within three hundred feet of a school or its accompanying grounds, any public property within one thousand feet of a school or its accompanying grounds, a school bus stop or any school bus or bus contracted to transport pupils to any school.

McKinney Vento Homeless Assistance Act

The school provides a staff person as a liaison for students in homeless situations.

1. The liaison insures the following:
    d. children and youth in homeless situations are identified by school personnel and through coordination with other entities and agencies
    e. Students enroll in, and have full and equal opportunity to succeed in, the school.
    f. Families, children and youth receive educational services for which they are eligible, including Head Start, Even Start and preschool programs and referrals to health, mental health, dental and other appropriate services.
    g. Parents or guardians are informed of educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
    h. Public notice of the educational rights of students in homeless situations is disseminated where children receive services under the Act.
    i. Enrollment disputes are mediated in accordance with the enrollment disputes section of the McKinney-Vento Act.
    j. Parent and guardians and unaccompanied youth are fully informed of all transportation services, including to the school of origin, and are assisted in accessing transportation services.
2. The liaison will assist children and youth who do not have immunizations or medical records to obtain necessary immunizations or immunization and medical; records
3. The liaison will help unaccompanied youth choose and enroll in school if a space exists. The liaison will coordinate and collaborate with State Coordinators for the Education of Homeless Children and youth and community and school personnel responsible for the provision of education and related services to children and youth in homeless situations.

ACKNOWLEDGEMENT and ACCEPTANCE OF
ASA STUDENT/PARENT POLICY HANDBOOK 2009-2010

By signing below, I acknowledge that I have read the ASA Student/Parent Policy handbook 2009-2010. Both student and at least must one parent must sign and return this form to the office.

Student Name: _____

Student Signature: _____ Date: _____

Parent Name: _____

Parent Signature: _____ Date: _____