AGENDA ITEM: *Recommendation to Approve the Use Agreement with the Phoenix Convention Center to Host the Willow Canyon High School Prom and Authorize the Assistant Superintendent to Sign the Agreement and Any Affiliated Documents

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

EXECUTIVE SUMMARY:

Administration recommends Governing Board approval of the use agreement with the Phoenix Convention Center to host the 2014-15 Willow Canyon High School Prom.

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

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve use agreement with the Phoenix Convention Center for the Willow Canyon High School Prom and authorize the Assistant Superintendent to sign the agreement and any affiliated documents.

SUBMITTED BY:  SUPERINTENDENT:

ACTION BY BOARD:  Motion:  Second:  Vote:  AGENDA ITEM: [Signature]
USE AGREEMENT NO. 16343-01
Short Form
Willow Canyon High School Prom

The City of Phoenix, Arizona, through the Phoenix Convention Center Department ("PCCD"), as Licensor, grants to Willow Canyon High School, 17901 W Lundberg St, Surprise, 85388, as Licensee, the right to use the premises ("Licensed Premises") described in Exhibit A, on the terms in this Use Agreement entered into on this Wednesday, Dec. 3, 2014. The Licensed Premises must be used for no other purpose without the prior written consent of Licensor. The Schedule of Events also sets forth the time period for which Licensee has the right to use the Licensed Premises, the related charges, and the provisions for the cancellation of this agreement.

1. **ACCESS.** Licensee will have a general right of access to the Licensed Premises through the halls and corridors not covered by its license as necessary. Licensee acquires no rights of occupancy or other use of the halls and corridors, or to any other space that is not specified in Exhibit A.

2. **CONFLICT OF INTEREST.** This Use Agreement is subject to cancellation by the City pursuant to Section 38-511, Arizona Revised Statutes.

3. **NOTICE.**
   a. Any notice or other communication ("Notice") related to this Use Agreement must be in writing and either delivered in person, sent by electronic mail or facsimile, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:
      i) If intended for Licensee:
         Willow Canyon High School
         Dysart Unified School District
         15802 North Parkview Place
         Surprise, AZ 85374
         Telephone: (623) 876-7000
         FAX: (623) 876-7042
      ii) If intended for Licensor:
          Phoenix Convention Center
          100 N. 3rd Street
          Phoenix, Arizona 85004
          Telephone: (602) 262-6225
          FAX: (602) 495-3642
   b. Notice will be deemed received at the time it is personally served or, on the day it is sent by electronic mail or facsimile, on the second day after its deposit with any commercial air courier or express service, or 10 days after the notice is deposited in the United States mail. Any applicable time periods will be computed from the time the notice is deemed valid.
received. Either party may change any of its contact information by notifying the other party as provided above.

4. **GOVERNING LAW.** This Use Agreement will be governed by Arizona law. Any litigation must be brought only in, and both parties consent to the jurisdiction of, state or federal courts of Arizona.

5. **RULES AND REGULATIONS.**
   a) Licensee will pay the prevailing rates established for labor, services and equipment contracted to support its event, and will otherwise adhere to the Facility Guide policies and procedures in effect at the time of the execution of this Use Agreement. A copy of the Facility Guide is attached as Exhibit C.
   
   b) Space use includes those portions of the Phoenix Convention Center specified in Exhibit A and non-exclusive use of adjacent common public lobby areas, general house lighting, reasonable heating or air conditioning, and any specified services or equipment.
   
   c) Licensee is required to furnish in writing, 30 days prior to first move-in day of Licensee’s event, any information requested by PCCD. Failure to provide such information when required may result in additional fees assessed by the Licensor.
   
   d) Deposits and payments are non-refundable except when Licensor is unable to deliver possession of the facilities as contractually specified.
   
   e) If Licensee exceeds the move-out time defined in this Use Agreement, prevailing hourly overtime fees will apply. Use of facility space solely on an overtime basis is not allowed.

6. **EXCLUSIVE CONTRACTUAL SERVICES.** The Director reserves the following exclusive services for the Phoenix Convention Center to insure quality delivery of service and revenue generation: food and beverage concessions (fixed and portable stands), catering services, parking, ticketing services, utility services, telephone, internet, rigging, event security services, ushering services and automated teller machine services. Resale of exclusive services by the Licensee or its agent(s) is prohibited, unless resale of such services enhances service delivery and revenue to the PCCD as determined by the Director.

7. **INSURANCE.** Licensee and all subcontractors must procure and maintain for the duration of this Use Agreement, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Use Agreement. The insurance requirements are minimum requirements for this Use Agreement and in no way limit the indemnity covenants contained in this Use Agreement. The City in no way warrants that the minimum limits are sufficient to protect Licensee from liabilities that might arise out of this Use Agreement. Licensee is free to purchase additional insurance as Licensee determines necessary.

A Certificate of Insurance is due no later than 30 days prior to the first move-in day and is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI.
Phoenix Convention Center  
USE AGREEMENT NO. 16343-01  
Willow Canyon High School Prom  
Page 3 of 7

a) **Minimum Scope and Limits of Insurance:** Licensee must provide coverage with limits of liability not less than those stated below. An excess or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**
   - Policy must include bodily injury, property damage and broad form contractual liability coverage.
     - General Aggregate: $2,000,000
     - Products – Completed Operations Aggregate: $1,000,000
     - Personal and Advertising Injury: $1,000,000
     - Each Occurrence: $1,000,000
     - Fire Damage (Damage to Premises): $100,000

   The policy must be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the use and/or occupancy of the property subject to this Use Agreement."

2. **Automobile Liability**
   - A combined single limit (CSL) of $1,000,000 is required when vehicles or mobile equipment are used as part of the event, or are associated with move-in or move-out, utilizing the loading dock and/or freight elevators.

   The policy must be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Licensee, including automobiles owned, leased, hired or borrowed by the Licensee."

b) **Additional Insurance Requirements:** The policies must include, or be endorsed to include, the following provisions:

1. On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix will be an additional insured to the full limits of liability purchased by Licensee even if those limits of liability are in excess of those required by this Use Agreement.

2. The Licensee’s insurance coverage will be primary insurance and non-contributory with respect to all other available sources.

c) **Notice of Cancellation:** For each insurance policy required by the insurance provisions of this Use Agreement the Licensee must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided, or canceled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to: Phoenix Convention Center Department, Attention Event Manager.

d) **Subcontractors:** Licensee’s certificates(s) must include all subcontractors as additional insureds under its policies. All coverage for subcontractors is subject to the minimum requirements above.
8. DAMAGE TO BUILDINGS AND CONTENTS.
   a) Licensee will compensate PCCD for any damage to the buildings, furnishings, fixtures or equipment, caused by Licensee, Licensee’s exhibitors, guests or contractors, except for ordinary wear and tear.
   
b) No decorative or other materials may be attached to any part of the building so as to damage the building. All decorative or other materials must be of a noncombustible type or be suitably treated with a flame retardant approved by Licensor. No person may bring, exhibit or set off fireworks or explosives on the Premises without the prior written consent of the Director and a permit from the City of Phoenix Fire Department. Damages to the Premises will be repaired at the sole cost and expense of the Licensee. Licensee may be required to make suitable arrangements with the Director for the protection of Licensor.

9. INDEMNITY. Licensee shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, agents, contractors, volunteers, and employees (collectively “City”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (collectively “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Licensee or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to Licensee’s occupancy and use of the Licensed Premises. It is the specific intention of the parties that the City shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the City, be indemnified by Licensee from and against any and all claims. It is agreed that the Licensee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration for the use and occupancy of the Licensed Premises, the Licensee agrees to waive all rights of subrogation against the City its officers, officials, agents and employees for losses arising from the use, occupancy or condition of the Licensed Premises.

10. ASSIGNABILITY, SUBLICENSE. Licensee may not assign or sublicense any part the Licensed Premises, or any rights under this Use Agreement.

11. CONDITION OF LICENSED PREMISES. Management will provide the Licensed Premises in a clean, habitable condition and in the basic configuration for which Licensee has contracted.

12. OBJECTIONABLE USES OR PERSONS. Any use of the Phoenix Convention Center that is contrary to public policy, or not in the best interests of the City of Phoenix, or is illegal will be a violation of this Use Agreement and will be grounds for immediate revocation of this Use Agreement. Any person(s) whose conduct is disorderly or disruptive to the use of the facilities, or illegal, may be refused entrance or may be immediately ejected. The Licensee will hold the Licensor harmless from any claim resulting from such action.

13. CONTROL OF FACILITIES. All facilities will at all times be under the control of PCCD and the Director, who reserve the right to designate individuals who may enter the Licensed Premises at any time.
14. UNAVAILABILITY OF PREMISES. If any portion of the Licensed Premises is unavailable for occupancy at the commencement, or during the term, of this Use Agreement, due to fire, casualty, acts of God, strikes, national emergency or other cause beyond the control of Licensor, this Use Agreement and the related obligations of Licensor and Licensee will terminate, and Licensee waives any claim against Licensor for damages by reason of such termination; provided, however, that any unearned portion of the amount due will abate, or, if previously paid, will be promptly refunded to Licensee no later than 30 days following the termination of this Use Agreement by Licensor.

15. LIABILITY FOR LICENSEE’S PROPERTY. Licensor, its officials, agents, employees, or contractors will not be liable for any loss, damage or injury to property of any kind that is delivered to or stored in or on the Licensed Premises. Property may not be received until Licensee has made proper arrangements for receiving, handling and storage.

16. PERMITS, LICENSES AND TAXES. The Licensee is responsible for obtaining any applicable permits and licenses required by law, and will permit inspection by appropriate government departments.

17. OBSERVANCE OF LAW. Licensee must comply with all applicable federal, state and local laws and ordinances, and also any rules for the facilities under the control of Licensor. Violations by Licensee may result in cancellation of this Use Agreement and discontinuance of Licensee’s use of the facilities unless satisfactory compliance is assured. The Director will provide notice regarding any part of Licensee’s program of which he is aware that would violate any laws, ordinances, and rules.

18. INTELLECTUAL PROPERTY. Licensee accepts total responsibility for the use of any composition, work or other material covered by copyright, trademark, patent or other intellectual property rights and will indemnify, defend, save and hold harmless the City, its officers, agents, volunteers, contractors, and employees from all suits, actions, losses, damages, expenses, costs or claims of any nature arising or alleged to have arisen from Licensee’s use of any material subject to intellectual property rights.

19. SOLICITATIONS. No collections or donations, whether for charity or otherwise, may be made, attempted or announced on the Licensed Premises without prior written approval of the Director unless the collection or donation is a freewill offering in conjunction with a religious service.

20. ADDITIONAL OR UNSPECIFIED ITEMS. Licensor reserves the right to impose any additional rules, special equipment fees and facility use arrangements, which may be necessary for the best interests of Licensor in the operation of the Phoenix Convention Center and facilities.

21. ALTERNATIVE DISPUTE RESOLUTION/ARBITRATION. The Parties agree to first try to settle any claim or dispute arising out of this Use Agreement through negotiation. If negotiation does not result in a settlement, then the parties agree to try, in good faith, to settle any claim or dispute through non-binding mediation. Any mediation will be administered by the American Arbitration Association (“AAA”) in Phoenix under its Commercial Mediation Rules, and the parties will share the related costs equally. If mediation does not result in a
settlement, then the parties agree to binding arbitration in Phoenix under the Federal Arbitration Act as administered by the AAA under its then current Commercial Arbitration Rules, and judgment on the award may be entered in any court having jurisdiction.

22. DEFAULT. If Licensee fails to perform any of its obligations, Licensor may give Licensee notice of default that will provide a reasonable time to cure or remedy the default. If the default is not remedied to the satisfaction of Licensor within the time provided, then Licensee may be declared in default and its contract rights may be immediately terminated. At the direction of Licensor, Licensee must promptly vacate the Licensed Premises and will have no further right to remain, and will forfeit all rights to any money due or paid Licensor in the form of fees, deposits or insurance.

23. DISCRIMINATION. Licensee may not discriminate against any person, or directly or indirectly display, circulate, publicize or mail any advertisement, notice or communication which states or implies that any facility or service will be refused or restricted because of sex, race, color, religion, ancestry, national origin or disability or that any person, because of sex, race, color, religion, ancestry, national origin or disability would be unwelcome, objectionable, unacceptable, undesirable or not solicited.

24. AMERICANS WITH DISABILITIES ACT (ADA). Licensor warrants that Phoenix Convention Center and venues, as places of "Public Accommodation," comply with ADA facility requirements. Licensor will hold Licensee harmless from any ADA violations arising from the design and condition of the basic structures. Licensor can inform Licensee of organizations who can provide advice, auxiliary aids, and services required by the ADA. Licensee will comply with ADA requirements in its use of the Licensed Premises.

25. SEVERABILITY. If any provision of this Use Agreement is declared invalid or unenforceable, the remainder of the provisions will continue in full force and effect to the fullest extent permitted by law.

26. OTHER EVENTS. At the request of the Licensee, the Licensor will provide complete disclosure of contracted events in the facility over the same or overlapping dates of the Licensee's event at the time of the Use Agreement negotiations.

27. EXHIBITS. By signing this Use Agreement, Licensee acknowledges that it has received and read the following Exhibits which are attached and incorporated into this Use Agreement by this reference:
   a) Exhibit A – Schedule of Events
   b) Exhibit B – Additional Terms and Conditions
   c) Exhibit C – PCCD Operational Policy and Procedures (Facility Guide)

28. USE AGREEMENT CONTINGENCIES. This Use Agreement is not binding until it has been signed by Licensee and sent to Licensor via electronic mail, facsimile transmission, U.S. Mail, or hand delivered, and countersigned by the Director AND the required deposit is received. For security reasons, any sums received for this event will be immediately deposited. In the absence of the Director's signature to this Use Agreement, the depositing of funds alone does not create a binding contract.
29. **ORGANIZATIONAL EMPLOYMENT DISCLAIMER:** This agreement establishes only a license to use certain city-owned premises. It is for the mutual benefit of the parties and not for the benefit of any other person or entity. This agreement does not establish any relationship of agency, employment, or independent contractor to the City.

In consideration of the foregoing, this Use Agreement has been processed in Phoenix, Arizona, on this **September 30, 2014** on behalf of **Phoenix Convention Center Department**.

Willow Canyon High School (Licensee)  
By:  
c/o:  
Title: Assistant Superintendent  
17901 W Lundberg St  
Surprise, AZ  85388  

City of Phoenix (Licensor)  
By:  
John M. Chan  
Director  
Phoenix Convention Center  

Date Signed  
Date Contract Executed  

**Authority to Sign:** Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Use Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its organization as named in this Use Agreement.

Sales Manager: **Jessica Mitchell**  
Reviewed by: **Debbi Foshee**
**EXHIBIT A OF USE AGREEMENT NO. 16343-01**

**Willow Canyon High School Prom**

**Revision 0**

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### Space Rental Charges

<table>
<thead>
<tr>
<th>Booked Function Space</th>
<th>Start</th>
<th>End</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>South Ballroom - Non-Convention Rate</td>
<td>7:00 AM</td>
<td>11:59 PM Prom</td>
<td>$4,760.00</td>
</tr>
<tr>
<td>South Ballroom Lobby - No Charge Rate</td>
<td>7:00 AM</td>
<td>11:59 PM Registration</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Space Rental Charges Subtotal:** $4,760.00

**TOTAL RENTAL CHARGES:** $4,760.00

**TOTAL PAYMENTS RECEIVED:** $0.00

**REVISED TOTAL CHARGES:** $4,760.00

---

### Payment Schedule

<table>
<thead>
<tr>
<th>Due Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 5, 2014</td>
<td>Rental Deposit due upon contract signing</td>
</tr>
<tr>
<td>March 19, 2015</td>
<td>Remaining rental balance due</td>
</tr>
<tr>
<td>April 03, 2015</td>
<td>Estimated / Actual Event Expenses Due</td>
</tr>
<tr>
<td>April 08, 2015</td>
<td>Additional Estimated / Actual Event Expenses Due Upon Receipt</td>
</tr>
<tr>
<td>May 22, 2015</td>
<td>Post Event Settlement (Invoice/Credit)</td>
</tr>
</tbody>
</table>

See attached invoice for rental deposit amount. Licensee will be invoiced in accordance with above schedule, however all expenses are due prior to move-in. Licensor reserve the right to issue additional invoices if necessary.

Please initial the exhibits as indicated and return with the signed Use Agreement to our office by December 5, 2014.

Processed in Phoenix, Arizona this Tuesday, September 30, 2014.
Willow Canyon High School Prom
Short Form

EXHIBIT B. 16343-01
Non Conventions

TERMS AND CONDITIONS

The "all-inclusive" usage rates for banquets, small meetings and one day events include the following complimentary services and equipment:

1. Based on seasonal climate conditions, reasonable level of interior climate-controlled conditions in the meeting rooms including move-in/move-out days (if applicable).
2. One lectern per contracted meeting room.
3. One meeting room set-up for each contracted meeting room during contracted period. Room re-sets will incur additional charges.
4. One 8' x 12' riser, one skirted table for head table and one registration table for each contracted meeting room (if applicable).
5. Up to a 28' x 40' stage, two skirted tables for head table and one registration table per contracted ballroom (if applicable). This does not apply to exhibit halls or South Ballroom (which has a 70' x 55' built-in stage).
6. One daily cleaning of each contracted meeting room.
7. Room set-up and equipment required for food service functions (if applicable).
8. Two 20 amp electrical circuits located in each contracted meeting room for audio/video or other equipment. Not applicable for exhibit or entertainment requirements.
9. Up to three daily parking passes for event planner and staff (if applicable).

NOTE: All lobbies are public access areas. When used in conjunction with exhibit halls, these areas may be used for registration, but they must remain accessible to the general public during any event activity. Licensor reserves the right to control all lobbies.

Provision of equipment subject to available Phoenix Convention Center inventory levels and provided on a first-come basis. Revisions to basic service inclusions are subject to Licensor's sole discretion.

Licensee agrees:

1. to pay the Licensor without demand any sums that may be due on or before all due dates, in cash, by check, cashier's check, money order, certified check, or credit card delivered to the office of the Licensor.
2. to pay a non-refundable deposit in conjunction with the signing of this Agreement. After payment of the aforementioned, the remaining unpaid balance and all planned and/or estimated expense is due and payable according to payment schedule outlined in Exhibit A, with the final payment due on or before 15 days prior to the event. Any services, accommodations, equipment and/or materials requested between the 14th day through the end of the event including any on-site orders must be paid for at the time of order. Any overpayment for estimate expenses will be refunded at event settlement. Finance charges of 1.5% per month accrue on any unpaid balance.

If the Use Agreement, deposits and/or balance and insurance certificate are not received by the dates specified this Use Agreement is subject to immediate cancellation, without notice, at the sole discretion of the Phoenix Convention Center director.

CANCELLATION POLICY
Deposits and payments are non-refundable. Cancellation of event will result in the following cancellation fees:

- From the date of signing this Use Agreement to 12 months prior to the first contracted date, the cancellation fee is 75% of the total contracted Use Agreement charges.
- Within 12 months prior to the first contracted date, the cancellation fee is 100% of the total contracted Use Agreement charges.

ADDITIONAL TERMS AND CONDITIONS
1. Merchandise/Event Sales – Licensor has the sole right to sell food, beverages and merchandise, to review the contents of programs that are distributed, to take photographs and supervise radio and/or television broadcasting or recording. Licensor receives 15% of gross sales generated from the selling of novelties, t-shirts, CDs/DVDs, photographs, posters, programs and other merchandise. At least seven days prior to event day, Licensee must notify Licensor whether Licensee or designated third party entity will be handling merchandise/novelty sales.

2. Clean In, Clean Out Requirements – At the time of move-in, the Licensor will provide clean and orderly exhibition hall floors, meeting rooms, loading docks and support areas. Licensee is required to return all utilized facility space to the same clean and orderly condition.

3. Parking – For an additional charge, event parking is available in underground and adjacent parking garages. The Phoenix Convention Center features fully-accessible routes from all parking and transportation areas.

4. Security – Licensee is responsible, at their sole expense, for employing security and safety personnel as required and approved by Phoenix Convention Center’s Security Systems Manager.

5. Life Safety Inspection Fee – A permit fee will be assessed to review floor plans and conduct inspections for approval by the Phoenix Convention Center and City of Phoenix Fire Department’s Fire Prevention Division for events with exhibits in exhibit halls and ballrooms, as well as for some special events. The fee also may apply to meeting rooms if 25% or more of the leased meeting room space is used specifically for exhibits. Only one fee will be charged per event and will be based on the largest space.

6. The following are exclusive services/service partners: Food and beverage concessions (fixed and portable stands), catering services, parking, ticketing services, utility services, telephone, internet, rigging, event security services, ushering services and automated teller machine services. Resale of exclusive services by the Licensee or its agent(s) is prohibited, unless resale of such services enhances service delivery and revenue to the Licensor as determined by the Director.

100 North Third Street
Phoenix, AZ 85004-2231
Phone 602.262.6225
Facsimile 602.495.3642
phoenixconventioncenter.com
Phoenix Convention Center | Symphony Hall | Orpheum Theatre

Initials__________
AGENDA ITEM: *Recommendation to Approve the Use Agreement with the Challenger Space Center to Host the Dysart High School Prom and Authorize the Assistant Superintendent to Sign the Agreement and Any Affiliated Documents

EXECUTIVE SUMMARY:

Administration recommends Governing Board approval of the use agreement with the Challenger Space Center to host the 2014-15 Dysart High School Prom.

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

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve use agreement with the Challenger Space Center for the Dysart High School Prom and authorize the Assistant Superintendent to sign the agreement and any affiliated documents.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

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

Page 1 of 1
## Challenger Space Center Facility Rental Agreement

**"CSC"**

**YOUR RESERVED DATE MAY BE RELEASED IF THIS SIGNED AGREEMENT AND THE DEPOSIT ARE NOT RETURNED BY 11/24/2014**

### Name: Challenger Space Center

**Address:** 21170 North 83rd Avenue, Peoria, AZ 85382

**Tim Harris**  
**Title:** Vice President Operations

**Telephone:** 623-322-2006  
**FAX:** 623-322-3716  
**Email:** tharris@azchallenger.net

### Name: Dysart High School

**Address:** 11425 Dysart Rd, El Mirage, AZ 85335

**Contact Person:** Kelley Wagner  
**Title:**

**Telephone:** 623-876-7541  
**FAX:**

**Email:** kelley.wagher@dysart.org

### Name of Event: Dysart High School Prom

**Nature of Event:** Prom

**Date of Event:** May 2nd, 2015  
**Anticipated No. Attending:** 300

**Beginning Time of Event:** 8pm  
**Ending Time of Event:** 12am

**Move-in Period Begins At:** 1pm  
**Move-out Completed By:** 2am

### Rooms and Equipment that will be used by User from Renter

- Building rental for four hours for Prom includes Rotunda, Rotunda Patio, Stargazing Deck, and all floors except first-floor Smithsonian gallery and second floor museum which is NOT included in this rental and will be off-limits to all guests. Linens to be supplied by CSC. Food and beverages, decorations, table arrangements and dance floor is required and provided by client. All insurance requirements must be met for this event.

- Audio/visual (if needed) is limited to what CSC has on hand.

- Tables and chairs rental is limited to what CSC has in stock.

- Any additional items needed for event will be responsibility of client, and subject to approval of CSC management.

- Client to supply adequate security plan within 30 days of event and must include at least two uniformed off-duty police officers from any area agency.

### Charges:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Facility Rental Charge</td>
<td>$5000.00</td>
</tr>
<tr>
<td>Building Clean-up Fee</td>
<td>$500.00</td>
</tr>
<tr>
<td>Total Amount Payable</td>
<td>$5500.00</td>
</tr>
<tr>
<td>Deposit Upon Signing</td>
<td>$2750.00</td>
</tr>
<tr>
<td>Additional charges</td>
<td>$2750.00</td>
</tr>
<tr>
<td>Balance to be paid 30 days prior to event</td>
<td>$2750.00</td>
</tr>
</tbody>
</table>

### Rental Agreement

Subject to the terms of this Agreement, including the attached Terms and Conditions which are a part of this Agreement, CSC agrees to rent to User, and User agrees to rent from CSC, for the Charges stated above and payable in advance, the portion(s) of the Facility designated above, solely for the stated Event date and times. **THIS AGREEMENT IS NOT BINDING ON CSC UNTIL CSC HAS RECEIVED THE DEPOSIT AND AGREEMENT SIGNED BY USER, AND ACCEPTED AND SIGNED THE AGREEMENT ON BEHALF OF CSC.**

Rent: **CSC MAY CANCEL THIS AGREEMENT IF USER FAILS TO PAY THE BALANCE OF THE TOTAL AMOUNT PAYABLE WHEN DUE WITHIN 10 DAYS OF RECEIPT OF INVOICE.** The Total Amount Payable shown above is estimated. User agrees to pay any additional charges based on actual usage upon receipt of the final invoice for the Event.

Insurance: User agrees to obtain insurance and provide CSC with a certificate of insurance, as described in the attached "General Terms and Conditions." **IF CSC DOES NOT RECEIVE THE CERTIFICATE OF INSURANCE BY TWO WEEKS BEFORE THE DATE OF THE EVENT, THIS AGREEMENT WILL BE CANCELED AND USER WILL BE LIABLE FOR CANCELLATION CHARGES.** See cancellation table on next page.

Cancellation: In the event that this Agreement is canceled by User, or for User’s failure to provide the required Certificate of Insurance or pay the Balance of the Total Amount Payable when due, User will be obligated to pay CSC the cancellation charges as set forth in the attached Terms and Conditions.

**AGREED TO FOR USER BY:**

__________________________  
(Printed Name and Title)  
Date: _____________, 2014

**AGREED TO FOR CHALLENGER SPACE CENTER BY:**

__________________________  
Date: ________________________
GENERAL TERMS AND CONDITIONS FOR USE OF THE CHALLENGER SPACE CENTER

Included and Extra Charges. The Facility Rental Charge includes general lighting, heat, air conditioning, electricity and water, plus the use of basic audiovisual equipment, a podium and a microphone, and one hour of technical assistance by one person. Additional technical support and/or equipment may be available for an additional charge. If User does not vacate the Facility by the date and time specified for completion of the move-out, User shall pay CSC a penalty of $100 per hour for each hour that User’s property, staff, agents or guests are in the Facility after the specified time plus any additional CSC staff charges incurred.

Cancellation. CANCELLATION CLAUSE FOR THIS EVENT IS WAIVED VIA APPROVAL OF THE EXECUTIVE DIRECTOR OR DIRECTOR OF BUSINESS AND MEDIA RELATIONS, CHALLENGER SPACE CENTER. Client has up to 48 hours before event to cancel. In the event that this Agreement is canceled by User, or for User’s failure to provide the required Certificate of Insurance or pay the Balance of the Total Amount Payable when due, CSC will experience significant monetary losses that will be difficult to calculate due to the uncertainty and cost of obtaining replacement business. Therefore, in such circumstances, User agrees that User will be obligated to pay CSC the following cancellation charges (but in no event less than $1,000):

<table>
<thead>
<tr>
<th>No. of Months Prior to Event Date CSC Receives Cancellation Notice</th>
<th>Cancellation Charge Payable by User to CSC</th>
</tr>
</thead>
<tbody>
<tr>
<td>One month or less</td>
<td>75% of the Total Amount Payable</td>
</tr>
<tr>
<td>At least one month, but less than two months</td>
<td>50% of the Total Amount Payable</td>
</tr>
<tr>
<td>At least two months, but less than six months</td>
<td>25% of the Total Amount Payable</td>
</tr>
</tbody>
</table>

If CSC is prevented from making the Facilities available to User as scheduled by an act of God, fire, labor difficulties, or any other cause beyond the reasonable control of CSC (excluding financial inability), CSC may refund all payments made by User and cancel this Agreement without penalty.

Catering. All food must be prepared and served by a caterer from CSC's approved catering list, unless otherwise approved by CSC's Assistant Director. All alcoholic beverages must be served by one of CSC's approved caterers. Open alcohol containers may not be removed from the area rented by User. CSC reserves the right to deny alcoholic beverages to anyone CSC deems to be intoxicated. No alcohol may be served to minors.

Use of Facilities. User’s right to use the Facility is limited to the areas specified on the first page of the Agreement. The Facility is rented to User “AS IS.” User may bring property into the Facility only through the entrances designated by CSC’s Assistant Director. CSC reserves the right to approve all setups. Decorations must be approved in advance by CSC’s Assistant Director and are limited to table decorations or free-standing decorative items. Nothing may be placed on the walls of the building. Helium balloons, fog and smoke machines, open flames and candles (other than votive candles enclosed in containers with sides higher than the candle flames) are not permitted inside the building. CSC’s Assistant Director must approve electrical connections and special lighting in advance. Smoking is not permitted inside the building. Information on locations of designated smoking areas will be provided. Amplified music is not permitted during CSC’s business hours. CSC’s Assistant Director must approve amplification systems and volume levels in advance. CSC’s Assistant Director must approve any forms of entertainment and/or presentations in advance. CSC may terminate the Event at any time, if in its reasonable judgment, the behavior or activities of User’s guests, personnel, visitors or agents are offensive, abusive, illegal or endanger CSC’s guests, personnel, visitors, exhibits or facilities. CSC retains ultimate control and authority regarding the use of the Facility and activities at the Facility. User shall be responsible for obtaining all permits and licenses required for the Event. User shall comply with all applicable federal, state and local laws, ordinances and regulations. User will be responsible for all damages to building, equipment, fixtures, exhibits, and furniture arising out of the use of Facility.

Advertising. User shall clearly state in all advertising that User and not CSC sponsor the Event. All advertising materials pertaining to the Event must be submitted to CSC’s Assistant Director for pre-approval at least one week prior to release or usage. User may not place advertising at the Facility or surrounding area without the prior consent of CSC’s Assistant Director. Coverage of the Event by television or radio media must be pre-approved by CSC’s Assistant Director.

User’s Property. Neither CSC nor its staff will be liable to User, or to User’s guests, agents, or employees, for any loss or damage to their personal property, including property delivered to or stored at the Facility. User must make advance arrangements with CSC’s Assistant Director before having any property delivered to the Facility. Any property of User’s or User’s guests, agents or employees remaining at the Facility past the time for completion of User’s move-out may be deemed abandoned and disposed of by CSC in any manner and at User’s cost.

Indemnity. User agrees to indemnify, defend, and hold CSC, its respective employees, agents, directors, officers, volunteers and representatives, harmless from, and be responsible for and pay any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorney’s fees and litigation expenses, which may be brought or made against or incurred by CSC on account of loss of or damage to any property, whether the Facility or any building, exhibits, furnishings, fixtures, or equipment owned by CSC or others, or for injuries to, or the death of any person, caused by, arising out of, or contributed to in whole or in part, by reason of any act or omission, professional error, fault, mistake, or negligence of User, or User’s employees, agents, representatives, sub-contractors, contractors, patrons, guests, visitors, licensees or invitees, their employees, agents or representatives, in connection with or incident to the Agreement, or arising out of Workers’ Compensation claims, Unemployment Compensation claims of employees of User and/or its contractors or sub-contractors, or claims made under similar such laws and obligations. CSC hereby agrees to indemnify and hold User harmless from all claims, losses, expenses, fees (including attorney fees), costs, and judgments that may be asserted against User that result, directly from the acts or omissions of CSC, CSC’s employees and CSC’s agents.

Insurance. User must provide single-limit public liability insurance under which CSC IS NAMED AS ADDITIONAL INSURED in the amount of at least one million dollars ($1,000,000), covering bodily injury, death and property damage. The insurance policy must be effective during all times the Facility is used in any manner by User. User must provide a copy of a certificate of insurance to CSC no later than two weeks before the date of the Event. IF CSC DOES NOT RECEIVE THE CERTIFICATE OF INSURANCE BY TWO WEEKS BEFORE THE DATE OF THE EVENT, THIS AGREEMENT WILL BE CANCELED AND USER WILL BE LIABLE FOR CANCELLATION CHARGES. A governmental entity may satisfy these requirements by providing CSC with evidence of equal coverage under a statutory, funded self-insurance program.

No Assignment. User’s rights under this Agreement cannot be assigned, transferred or sublet, in whole or in part, without the prior written consent of CSC, which CSC may withhold in its sole absolute discretion.

Entire Agreement. This Agreement expresses the entire agreement and understanding between CSC and User, and its terms cannot be modified or waived without the written consent of authorized representatives of both parties.
AGENDA ITEM: *Recommendation to Approve the Agreement for Professional Services with Houghton Mifflin Harcourt *Math in Focus* and Authorize the Assistant Superintendent to Sign the Proposal and any Affiliated Documents

**EXECUTIVE SUMMARY:**


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

**BOARD ACTION REQUESTED:**

It is recommended the Governing Board approve the agreement for Professional Services with Houghton Mifflin Harcourt for *Math in Focus* and authorize the Assistant Superintendent for Academic Services to sign the proposal and any affiliated documents.
This Agreement dated the 3rd day of December, 2014 ("Agreement"), is by and between Houghton Mifflin Harcourt Curriculum Support and Professional Services, a division of Houghton Mifflin Harcourt ("HMH"), with offices at 1900 S. Batavia Avenue in Geneva, IL, and Dysart USD 89 ("Customer"), located at 15802 N Parkview Pl, Surprise, AZ 85374.

District or School Contact Name, Phone, E-mail Information:

Kristie Martorelli
(623) 523-8400
kristie.martorelli@dysart.org

1. Description of Services. Professional Services

2. Term of Agreement. Services must be rendered within twelve months from the date of this contract.

3. Courses(s), Grade(s), ISBN(s).

<table>
<thead>
<tr>
<th>Course</th>
<th>Date(s)</th>
<th>ISBN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Math in Focus – Grade Level</td>
<td>Dec. 8-9, 2014</td>
<td>9780547983110</td>
</tr>
<tr>
<td></td>
<td>Dec. 15-16, 2014</td>
<td></td>
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<tr>
<td></td>
<td>Jan. 5-6, 2015</td>
<td>9780547983127</td>
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<tr>
<td></td>
<td>Jan. 12-13, 2015</td>
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<tr>
<td></td>
<td>Feb. 9-10, 2015</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Feb. 23-24, 2015</td>
<td></td>
</tr>
<tr>
<td></td>
<td>March 2-3, 2015</td>
<td></td>
</tr>
<tr>
<td></td>
<td>March 9-10, 2015</td>
<td></td>
</tr>
</tbody>
</table>

4. Fees. Customer shall pay the following Fees ("Fees") for the Services:

- $83,200.00 Total (see breakdown below)
  - $2,800 + $2,400 x 2 trainers - 12/8-12/9/14
  - $2,800 + $2,400 x 2 trainers - 12/15-12/16/14
  - $2,800 + $2,400 x 2 trainers - 1/5/15-1/6/15
  - $2,800 + $2,400 x 2 trainers - 1/12-1/13/15
  - $2,800 + $2,400 x 2 trainers - 2/9-2/10/15
$2,800 + $2,400 x 2 trainers – 2/23-2/24/15
$2,800 + $2,400 x 2 trainers – 3/2-3/3/15
$2,800 + $2,400 x 2 trainers – 3/9-3/10/15

• Purchase order must be received by December 4, 2014 or the training may be rescheduled.

5. Proposed Date(s)
   a. The following dates are proposed for the Services: see above
   b. TBD Dates. Dates “to be determined” (“TBD Dates”) must be delivered within the Term of this Agreement, as defined in Section 2. When scheduling TBD Dates, Customer shall contact HMH at least four (4) weeks prior to the first day of the scheduled Services.
   c. Customized Workshops. Proposed Dates for a Customized Workshop are to be considered tentative and may not be confirmed until the content and agenda for the Services are discussed and finalized by both HMH’s Product Manager and an authorized representative of the Customer.
   d. Dates are subject to change with the mutual agreement of HMH and Customer.

6. Total Number of Participants
   a. The following number of Participants (“Participants”) will receive the Services on the Proposed Dates: up to maximum of 40 per session
   b. The number of Participants is subject to change with the mutual agreement of HMH and Customer. Customer shall provide a good faith estimate at least fourteen (14) days prior to the start of Services, as stated in Section 7(b) herein.

7. Participants’ Responsibilities.
   a. Materials. Participants are responsible for providing their own note-taking materials, including pens, highlighters, and notepads.
   b. Prohibited Activity. Audio and videotaping of the Services is strictly prohibited. Participants must also refrain from using their cell phones and other electronic devices during the presentation of the Services. Participants may be asked to leave if they engage in this activity.

   a. Customer-supplied Materials. On the Date(s) of the Services, Customer shall provide the following: an adequate training site, on-site staff support, and media equipment requested by HMH.
   b. Purchase Order. At least fourteen (14) days prior to the first Date of Services, Customer shall provide HMH with a Purchase Order, which shall include the following information: shipping address for materials, the address of the training site, and the number of Participants. HMH reserves the right to charge Customer expedited shipping charges (“Expedited Shipping Charges”) if such Expedited Shipping Charges are incurred by HMH as a result of Customer’s failure to provide the necessary information within the stated timeframe. In addition, HMH reserves the right to reschedule the Services, without penalty, should Customer fail to provide a Purchase Order within the stated timeframe and without the required information. To the extent that the terms contained in the Purchase Order conflict with the terms of this Agreement, and notwithstanding language in the Purchase Order to the contrary, the terms of this Agreement shall control.
   c. Prohibited Activity. Audio and videotaping of the Services is strictly prohibited.

9. HMH Responsibilities. On the Date(s) of the Services, HMH shall provide the following: personnel to provide the Services and required HMH materials (“Materials”) in enough quantity for the number of Participants provided to HMH by Customer.
10. Payment for Services. The parties are in agreement that Customer shall pay Fees stated in Section 4 of this Agreement to HMH during the Term of the Agreement for the Services described herein. HMH shall issue an invoice ("Invoice") upon receipt of Customer's Purchase Order. Payment shall be due to HMH within thirty (30) days after the date of the Invoice.

11. HMH Cancellation Policy. Customer may terminate this Agreement and/or cancel the Services with at least fourteen (14) days written notice under the notice provision of Section 15. If Customer cancels the Services between thirteen (13) days and thirty six (36) hours prior to the start of the Services, HMH shall charge and Customer shall pay a cancellation fee of seven hundred fifty dollars ($750.00), and all HMH Materials shall be returned to HMH at Customer's expense. If Customer cancels the Services within thirty six (36) hours prior to the start of the Services, HMH shall charge and Customer shall pay a cancellation fee of one thousand five hundred dollars ($1,500.00), and all HMH Materials shall be returned to HMH at Customer's expense. Cancellations due to inclement weather or other acts of God will not be subject to any cancellations fees.

12. Ownership and Use of Intellectual Property. HMH owns all right, title, and interest in, without limitation and including worldwide copyright, to all HMH Materials distributed to the Customer and to the Participants as part of the Services. Customer and the Participants are strictly prohibited from reproduction or distribution of the HMH Materials without prior written permission from HMH. Customer and Participants may not make use of the HMH Materials in any manner other than the use intended by HMH through its provision of the Services.

13. Confidentiality. Customer acknowledges that in the course of performing the Services under this Agreement, representatives of HMH may disclose certain confidential information to Customer. All concepts, work, materials, and related information disclosed to Customer by any person acting on behalf of HMH are proprietary and confidential information of HMH. Customer acknowledges this and agrees not to disclose any such concepts, work, material or related information to any other parties, or to make any use of the HMH Materials other than the use that is intended by HMH through its provision of the Services.

14. Independent Contractor. HMH and Customer are not partners or joint venturers and nothing contained herein shall be construed as creating an employment, partnership, joint venture, agency, or any other relationship whatsoever, except that of independent contractors, between HMH and Customer.

15. Entire Agreement and Amendment. This Agreement, including any attachments or exhibits, constitutes the entire agreement between the parties concerning the Services, and can only be amended by a writing signed by authorized representatives of HMH and Customer.

16. Notices. All notices or other documents to be made under this Agreement shall be in writing and shall be deemed to have been duly given or made when personally delivered or, if mailed, postage prepaid, registered or certified mail, by a reputable national overnight courier service to the parties at the addresses provided herein, or by e-mail.

17. Survival. Sections 12, 13, 14 herein shall survive and continue in effect following the termination or expiration of this Agreement.

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

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

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

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

Non-appropriation. All parties acknowledge that the District is a government entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of either's obligations under this contract, then this contract shall automatically expire without penalty to either party after written notice to of the unavailability and non-appropriation of public funds. It is expressly agreed that either party shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contact, but only as an emergency fiscal measure.

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

In witness whereof, the parties have executed this Agreement by their duly authorized representatives as of the date first above written.

CUSTOMER

District Name: Dysart Unified School District #89

Signature: ________________________

Printed Name and Title: Stephen Poling, Assistant Superintendent

Date: ________________________
Once we receive your purchase order, an invoice will be generated. Please remit payment to:

Houghton Mifflin Harcourt Publishing Co.
14046 Collections Center Drive
Chicago IL 60693
AGENDA ITEM:  *Recommendation for Approval of Sole Source Vendor for the 2014-2015 Fiscal Year

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

EXECUTIVE SUMMARY:

Pursuant to Arizona Administrative Code R7-2-1053 Sole Source Procurement, it is recommended the Governing Board approve sole source procurement to the IRS for payment to the ACA Transitional Reinsurance Program, for the required annual enrollment and contribution fees. This is a requirement of the Affordable Care Act. This year’s contribution is $151,494.22.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve IRS a sole source vendor for the 2014-2015 fiscal year.

SUBMITTED BY:  Signature  SUPERINTENDENT:  Signature

ACTION BY BOARD:  Motion:  Second:  Vote:  AGENDA ITEM:  4
AGENDA ITEM: *Certificate of Result of Special Override Election

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

EXECUTIVE SUMMARY:

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

It is recommended the Governing Board adopt the certificate disclosing the outcome of the Special Override Election held on November 4, 2014 and direct that such Certificate be recorded in the Office of the County Recorder of Maricopa County, Arizona.

The certificate has been reviewed and released by legal counsel.

BOARD ACTION REQUESTED:

It is recommended the Governing Board adopt the Certificate of Result of Special Election disclosing the outcome of the Special Override Election held on November 4, 2014 and direct that such Certificate be recorded in the Office of the County Recorder of Maricopa County, Arizona.

SUBMITTED BY: [Signature]

SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM: 5
CERTIFICATE OF RESULT OF SPECIAL ELECTION

I, the undersigned Executive Director of Business Services of Dysart Unified School District No. 89 of Maricopa County, Arizona (the "District"), hereby certify as follows:

1. A special budget override election was duly called and held in and for the District on November 4, 2014.

2. In response to the 15% general maintenance and operation budget override question, the majority of the votes cast at the special election were not in favor of the adoption by the District of a 15% general maintenance and operation budget which exceeds the budget limit; the result of the election is set forth in the tabulation of election returns attached hereto and to the certificate of the officer in charge of tabulating the ballots.

IN WITNESS WHEREOF, I have hereunto set my hand on November ____, 2014.

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

Executive Director of Business Services

Attachment: Election results

THIS DOCUMENT MUST BE RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA

Action/Consent X Action/Discussion Information Supporting Data X

EXECUTIVE SUMMARY:

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

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve personnel actions for November 19, 2014 through December 3, 2014 as presented.

SUBMITTED BY: Patricia G. Bock SUPERINTENDENT: Frank J. Thomas

ACTION BY BOARD: Motion: Second: Vote: AGENDA ITEM: 6
RESIGNATION

SUBSTITUTE TEACHER

<table>
<thead>
<tr>
<th>NAME</th>
<th>REASON</th>
<th>EFFECTIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Howard, Linda</td>
<td>Personal</td>
<td>11/26/2014</td>
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CLASSIFIED STAFF

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<tr>
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<tbody>
<tr>
<td>Atwell, Maria</td>
<td>Personal</td>
<td>12/19/2014</td>
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<tr>
<td>Bennett, Michelle</td>
<td>Personal</td>
<td>11/24/2014</td>
</tr>
<tr>
<td>Fontanez, Luz</td>
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<td>12/19/2014</td>
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<tr>
<td>Gage, Laura</td>
<td>Personal</td>
<td>11/25/2014</td>
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<td>Harris, James</td>
<td>Deceased</td>
<td>11/13/2014</td>
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<td>Salti, Omar</td>
<td>Personal</td>
<td>12/04/2014</td>
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<td>Schuetz, Faythanne</td>
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<td>12/19/2014</td>
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<tr>
<td>Thomas, LaTaisha</td>
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RESIGNATION CORRECTION

CLASSIFIED STAFF

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<tr>
<td>Craft, Marilyn</td>
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<td>Esquivel Saenz, Arlette</td>
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TERMINATION

CLASSIFIED STAFF

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<th>EFFECTIVE</th>
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<tr>
<td>Alvarado, Andrew</td>
<td>Job Abandonment</td>
<td>11/03/2014</td>
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<tr>
<td>Molina, Azalea</td>
<td>Job Abandonment</td>
<td>11/06/2014</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL COMPENSATION

Staff will be paid through Community Education for Additional Hours Classified.

Alcala, Yahzid       Falcon, Rosalinda       Harper, Anita
Carranza, Maria     Flores, Linda         Harper, Jessica
Cates, Gladys       Gallegos, Lisa        Holland, Rochelle
Doom, Hannah        Garcia, Zhanine       Houston, Rosamaria
Esquivel Saenz, Arlette | Gutierrez, Maria | Isrow, Dawn
Falcon, Marylou     Hall, Isabella Kathleen | Jackson, Sabrina
December 3, 2014 Governing Board Meeting

Kokora, Ljubica
Laborin, Helen
Lomeli, Mary
Lowry, Seth
Lowry, Wendy
Ly, Helen
Mathews, Erynn
McCollum, Connie
Mendoza, Irma
Mortier-Amaiz, Jill
Nunez, Rachelle
Perez, Jacqueline
Phillips, Ashley
Phillips, Christina
Ponce-Duarte, Maria
Ragan, Sheralynn
Register, Dorothea
Shear, Desiree
Tallant, Liane
Valle, Sandra
White, Julia
Woerner, Christine
Yacob, Ramee

Staff will be paid through Grants per MOU for Teaching and Tutoring.

Buchanan, Dawn
Byer, Marla
Completo, Pamela
Coyle, Emily
Densford, Sharon
Diroy-Weege, Kimberly
Felix, Jessica
Harvey, Sheryl
Kuchar, Matthew
Laplant, Quentin
Lewis, Jennifer
McClenanathan, Marque
Mendez, Mario
Miller, Ashley
Ptaszynski, Emily
Sanders, Tanya
Treichel, Katherine
Woolridge, Andrew
Zakala, Marina

Staff will be paid per MOU for High School JV Coach.

Bach, Johann
Camacho, Fermin
Duchein, Nathaniel
Esquivel, Christopher
Gainey, Katye
Garcia, Christina
Gibbs, Bennie
Graczyk, Jason
Hall, Ronald
Hunt, Robert
Lukkason, Christina
Trachte, Bradley
Weber, Bradley

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

Anderson, Tracy
Brachmann, Adam
Braden, John
Brisen, Jana
Campbell, Todd
Donovan, Kellen
Ebel, Julia
Frazer, Theron
Gonzales, Carlos
Nichols, Harold
Shoop, Andrea

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

Becko, Ashley
Delutio, Nicole
Kirchner, Brian
Long, Matthew
Marinaro, James
Nyman, James
Rea, Jonathan
Stenerson, Zachary
Thompson, Kayle
Winterholler, Gary

Staff will be paid per MOU for High School Freshman Coach.

Bjerkestrand, Derek
Brown, Julianne
Catolico, Alfredo
Cook, Keagan
Elledge, Alex
Kraus, Ashton

Staff will be paid per MOU for Teaching and Tutoring.

Centeno, Moises
Evans, Jeff
Kirchner, Brian
Meadows, Leslie
Molett Ii, Charles
Pramuk, Hope
Staff will be paid per MOU for AIA State Play-offs Coach.

Carson, Ivory  Duchein, Nathaniel  Garcia, Bernice
Borboa, Alonzo  Elton, Veronica  Long, Matthew

Staff will be paid per MOU for High School Coach of 3 Levels.

Bloom, Benton  Orona, Adrian  Taylor, Celeste
Matakas, Rachel  Schommer, Mark

Staff will be paid per MOU for Curriculum Writing.

Chezick, Allen  Hart, Barbara
Christopher, Patricia  Judd, Jenna

Staff will be paid per MOU for Translation.

Gonzales, Maria Matiana  Navarro, Guadalupe

Staff will be paid through Grants for Additional Hours Classified.

Contreras, Bertha

Staff will be paid through Grants per MOU for Additional Days.

Roberts, Jodi

Staff will be paid per MOU for Grade Level Chair.

Nelson, Brittni

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

Wallgren, Stephen

Staff will be paid per MOU for AIA District Athletic Tournaments.

Donovan, Kellen

Staff will be paid per MOU for Game Worker Assignments.

Jay, Erica

Staff will be paid per MOU for Additional Hours Homebound.

Gray, Kelly

Staff will be paid per MOU for National Board Certification.

Ornstein, Leonard
Staff met requirements for Incremental Increase Schedule for Classified Staff Career Development per Governing Board Policy 7.60 and will be paid through M&O.

Ansbach, Tamara
Carleton, Sean
Klemmetson, Michael
Rico, Jessica
Dysart Unified School District  
December 3, 2014  
Governing Board Meeting

"Power in the preparation...Excellence in the journey...Success for a lifetime..."

GOVERNING BOARD ITEM

AGENDA ITEM:  *Recommendation to Ratify Certified Professional Growth – 2014-2015 School Year

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

EXECUTIVE SUMMARY:

Pursuant to Governing Board Policy Section 7.39, Professional Staff Development, the Professional Growth Committee met to review the professional growth applications of certified staff. Based upon committee review and recommendation, the individuals listed on the attachment have met the requirements for movement on the salary schedule based upon documented professional growth achievement.

BOARD ACTION REQUESTED:

It is recommended the Governing Board ratify certified professional growth movements for the individuals listed.

SUBMITTED BY:  Patricia G. Bell  SUPERINTENDENT:  [Signature]

ACTION BY BOARD:  Motion:  ___  Second:  ___  Vote:  ___  AGENDA ITEM:  7
ANDERSON, TRACY
ANONSEN, PATRICIA
BABCOCK, KATIE
BAUER, SUSAN
BRACHMANN, ADAM
CHASE, MICHELLE
CLARK, CHARLEEN
CLARK, HENRY
CROWTHER, KERI
DIXON, SHARYN
ESTES, MARILEE
FLESHER, WILLIAM
FRYLING, ARIEL
FUSSELL, WILLIAM
GARCIA, CHRISTINA
GRACZYK, JASON
GREATHOUSE, JUSTIN
GREEN, MELISSA
HALL, CRYSTAL
HALLECK, JULIE
HECK, LINDA
HICKS, AARON
HOLTON, APRIL
HUMBER, JEFFERY
JOHNSTON, HOLLY
KARGOL, AMANDA
KOENIG, JANICE
KUHN, DONALD
LAWSON, SHELBY
LEJANDER, LAURELL
MARINELLI, DANAE
MCCLAIN, CHRISTINE
MCCLANATHAN, MARQUEA
MCLOUD, KATRINA
MCLEAN, BRANDI
MCNEESE, CHANTEL
MEKHAIL, ERIN
MEYER, MARY
MICHAUD, MARIEKA
MOBERG, LISA
NEWELL, TIFFANY
NIETO, NORMA
OROZCO, ERNESTINA
PAGE, KRISTIN
PARMLEY, DAWN
PECKOVER, LYDIA
RAMOS, EVELYN
REIDY, JENNIFER
RENTERIA, ELISABETH
ROSE, BECKY
SARTOR, SARAH
SKOK, TRACIE
STUDTS, KRISTI
VATSAS, AMANDA
VILLEGAS, CHRISTINA
WATTS, TINA
WOLFORD, CONNIE
YOUNG, LAURA
AGENDA ITEM: *Approval of the Minutes of the November 19, 2014 Governing Board Meeting, the November 20, 2014 Teacher of the Year Luncheon and the November 20, 2014 Career and College Expo

EXECUTIVE SUMMARY:

It is recommended the Governing Board approve the minutes of the November 19, 2014 Governing Board Meeting and the November 20, 2014 Teacher of the Year Luncheon and the November 20, 2014 Career and College Expo.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the minutes of the November 19, 2014 Governing Board Meeting and the November 20, 2014 Teacher of the Year Luncheon and the November 20, 2014 Career and College Expo.

SUBMITTED BY: [Signature]

SUPERINTENDENT: [Signature]
DYSART UNIFIED SCHOOL DISTRICT #89

MINUTES: GOVERNING BOARD – REGULAR MEETING

2014-2015 November 19, 2014 Location: Nathaniel Dysart Education Center

STUDY SESSION

The study session was called to order at 4:30 PM and concluded at 5:21 PM. A quorum of Board members was present; namely, Traci Sawyer-Sinkbeil, Bonnie Schroader, Jennifer Tanner, and Blossom Tande. Information regarding the PLCs (Professional Learning Communities) was presented by the Willow Canyon High School Feeder Schools. Appendix A

Willow Canyon High School       Canyon Ridge School
Cimarron Springs School         Kingswood School
Parkview School                 Western Peaks School

I. REGULAR MEETING - GENERAL FUNCTION

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

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

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

4. Summary of Current Events
   - Presentations, Recognitions/Celebrations
     - Under the direction of Randy Badsgard, the Bobcat Singers and the 6-8 Grade Chorus performed.
     - The remaining October 2014 Rachel’s Challenge Heartbeats were recognized. The individuals named were congratulated by each Board member, received a token of appreciation and placed their heartbeat certificate on the dais. Appendix B
   - Superintendent Update. In Dr. Pletnick’s absence, Mr. Dean, congratulated Suzanne Kellis on her election to the Board. He also shared information about the recent NVEC Legislative Luncheon.
   - Governing Board Update
     - Traci Sawyer-Sinkbeil attended several events; Shadow Ridge’s presentation of “The Great Gatsby”, Canyon Ridge’s Veteran’s Day Commemoration, the Nick D. Bacon Memorial Celebration; ASBA Legislative Workshop; the NVEC Legislator Luncheon and tomorrow will attend the AEF Teacher of the Year Luncheon and the District’s CTE College and Career Expo. She announced the DEF mini grant winners and thanked DEF for their continued support. She encouraged the audience to write, call or email their legislators and voice their opinions regarding current issues.
     - Bonnie Schroader congratulated Suzanne Kellis. She attended the Veteran’s Day event at Marley Park and the Valley Vista Swim & Dive end of year event.
Jennifer Tanner attended Safety Town and had an opportunity to observe kindergarten students going through the activities.

Blossom Tande attended the Veteran’s Day celebration at Marley Park and Canyon Ridge; the Nick Bacon Memorial Celebration; the Shadow Ridge presentation of “The Great Gatsby” and the ASBA Legislative Workshop. She also encouraged the audience to write, call or email their legislators and voice their opinions regarding current issues.

5. Audience with Individuals or Groups
Angie Normand with Yes for Dysart Children addressed the Governing Board and shared information about the group’s efforts to educate the community about the District in preparation for another Override election. https://www.facebook.com/dysartoverride

ACTION/CONSENT

A motion by Tanner/Schroader was entered to approve the consent items as presented: UNANIMOUS

ACTION/CONSENT

1. Recommendation to Approve the Memorandum of Understanding with Ottawa University and Authorize the Executive Director for Human Resources to Sign the Agreement and Any Affiliated Documents
   Approved UNANIMOUS

2. Recommendation to Approve the Intergovernmental Agreement with the City of El Mirage Police Department for a School Resource Officer (SRO) and Authorize the Assistant Superintendent to Sign the Agreement and Any Affiliated Documents
   Approved UNANIMOUS

3. Recommendation to Approve the Memorandum of Understanding With the Arizona Board of Regents Northern Arizona University Senior Corps Programs Foster Grandparent Program and Authorize the Assistant Superintendent to Sign the Agreement and Any Affiliated Documents
   Approved UNANIMOUS

4. Recommendation for Approval of Cooperative Purchases Over the $100,000 Threshold for the 2014-2015 Fiscal Year
   Approved UNANIMOUS

5. Recommendation to Approve Personnel Action Items for the Period of November 5, 2014 Through November 19, 2014
   Approved UNANIMOUS

6. Approval of the Minutes of the November 5, 2014 Governing Board Meeting and the November 7, 2014 Veteran’s Day Commemoration
   Approved UNANIMOUS
7. Hearing Officer’s Recommendation(s) for Long Term Suspension
   Accepted the Hearing Officer’s recommendation to long term suspend
   students in the matter of Student Discipline Hearings HOR1415-004,
   HOR1415-005, HOR1415-006, HOR1415-007, HOR1415-008, and
   HOR1415-009. UNANIMOUS

8. Extra-Curricular Tax Credit Fund and Student Activities Fund Reports for the
   Month of October 2014
   Acknowledged UNANIMOUS

9. Approval/Ratification of Expense Vouchers 1019 and 1029 in the Amount of
   $2,157,205.97
   Approved/Ratified UNANIMOUS

10. Approval/Ratification of Payroll Vouchers 17, 7600, 18, 7601, 19 and 7602 in
    the Amount of $4,424,825.81
    Approved/Ratified UNANIMOUS

INFORMATION

11. Strategic Plan Goal A: Professional Development Initiatives and Resources
    Dr. Stephen Poling, Assistant Superintendent, presented information on District-wide professional
    development initiatives; 21st Century Collaborative Network, Your Call projects for teachers and
    Your Call internships for administrators, and as well as site based, job based and subject specific
    Math in Focus training. Appendix C

12. Information on Open Enrollment Procedures for the 2015-2016 School Year
    Mr. Jim Dean provided information about the efforts to refine and streamline the Open Enrollment
    procedure. The two parts to open enrollment include 1) currently open enrolled students verifying
    they are returning (December 1-14, 2014 and 2) new open enrollments (December 15 – January
    30). Communication vehicles includes auto-dialer, parent letters, news releases and the use of
    social media. Appendix D

13. Strategic Plan Goal B: Communication Plan
    Mr. Dean presented information about the new two-way communication initiatives for 2015-2016.
    The classroom email blasts initiative is being piloted by elementary classroom teachers at Ashton
    Ranch and school principals will begin using Twitter to communicate beginning February 2015.
    Appendix E

14. High School Course Selection Guide
    Content area specialists, counselors and staff from the high schools annually work collaboratively
    to review and update the course guide to ensure students and their families have information about
    all programs and courses available to help them make informed decisions about their secondary
    school plan.
ACTION/DISCUSSION

15. Recommendation to Approve the Appointment of Human Resources Administrator
A motion by Sawyer-Sinkbeil/Schroader was entered to approve the appointment of Steven Mattingly as Human Resources Administrator. UNANIMOUS

16. Discussion and Possible Action Regarding Out-of-State Travel for the Governing Board Member, Traci Sawyer-Sinkbeil, to Attend, by Invitation, the NSBA Advocacy Institute Conference in Washington, D.C., February 1-3, 2015
After discussion, a motion by Tanner/Schroader was entered to approve out-of-state travel for Traci Sawyer-Sinkbeil to attend the NSBA Advocacy Institute Conference in Washington, D.C., February 1-3, 2015. UNANIMOUS

REQUESTS FOR FUTURE AGENDA ITEM(S)
None

ADJOURNMENT
On a motion entered by Sawyer-Sinkbeil/Schroader and by a unanimous vote, the meeting ended at 7:16 p.m.

Signed

December 3, 2014
I. EVENT MINUTES

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

Signed: ____________________________  Date: December 3, 2014
I. EVENT MINUTES

1. Traci Sawyer-Sinkbeil, Jennifer Tanner, Bonnie Schroader and Blossom Tande attended the event at separate times. At no time was a quorum (3 members) present together. No district business was discussed and no action was taken.

Signed: Date:

__________________________________________ December 3, 2014
AGENDA ITEM: *Hearing Officer’s Recommendation(s) for Long Term Suspension

Action/Consent X  Action/Discussion  Information  Supporting Data

EXECUTIVE SUMMARY:

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

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

HOR1415-011
HOR1415-012
HOR1415-013
HOR1415-014
HOR1415-015

BOARD ACTION REQUESTED:

It is recommended the Governing Board accept the Hearing Officer’s recommendation to long term suspend students in the matter of Student Discipline Hearings HOR1415-011, HOR1415-012, HOR1415-013, HOR1415-014, and HOR1415-015.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _______ Second: _______ Vote: _______ AGENDA ITEM: _______
<table>
<thead>
<tr>
<th>DISCIPLINE HEARING NO.</th>
<th>HEARING DATE</th>
<th>HEARING OFFICER</th>
<th>SCHOOL</th>
<th>CHARGES</th>
<th>HEARING OFFICER'S ORDER</th>
<th>TERM</th>
<th>ASSIGNMENT TO ALTERNATIVE PROGRAM</th>
<th>RETURN TO SCHOOL</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOR1415-012</td>
<td>11/10/2014</td>
<td>Barbara Surloff</td>
<td>DHS</td>
<td>Verbal Abuse/Profanity-Adult</td>
<td>Long Term Suspension</td>
<td>Remainder of the 2014-2015 school year</td>
<td>Yes</td>
<td>8/5/2015</td>
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</table>
AGENDA ITEM: *Recommendation to Approve Overnight and Out-of-State Travel

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

EXECUTIVE SUMMARY:

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

BOARD ACTION REQUESTED:

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

SUBMITTED BY: ___________________ SUPERINTENDENT: ___________________

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 10
## Overnight and/or Out-of-State Travel
### Consent Agenda

<table>
<thead>
<tr>
<th>Site</th>
<th>Date</th>
<th>Event</th>
<th>Purpose</th>
<th>Attendees</th>
<th>Cost</th>
<th>Funding</th>
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</thead>
<tbody>
<tr>
<td>Shadow Ridge High School</td>
<td>March 19-24, 2015</td>
<td>USA West Coast Spirit Nationals Competition</td>
<td>Nationals qualifying event</td>
<td>(25) students</td>
<td>$19,435</td>
<td>Student contribution Club &amp; Booster Funds</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(5) coaches / chaperones</td>
<td></td>
<td>Student Activities</td>
</tr>
<tr>
<td>Shadow Ridge and Valley Vista High Schools</td>
<td>February 507, 2015</td>
<td>Arizona Association of Student Councils State Convention</td>
<td>Leadership development</td>
<td>(24) students</td>
<td>$7,060</td>
<td>Student contribution Student Activities</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(4) advisors / chaperones</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dysart &amp; Valley Vista High Schools</td>
<td>April 14-18, 2015</td>
<td>Association for Career and Technical Education</td>
<td>Required Conference for ACTEAz Fellowship</td>
<td>(2) counselors and (1) Teacher</td>
<td>$4,500</td>
<td>West-MEC</td>
</tr>
</tbody>
</table>
**AGENDA ITEM:** *Acceptance of Donations, Gifts and Grants*

<table>
<thead>
<tr>
<th>Donor</th>
<th>Item</th>
<th>School/Dept</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assoc. for Construction Career Development</td>
<td>Cash</td>
<td>Shadow Ridge High School</td>
<td>$200.00</td>
</tr>
<tr>
<td>All-American Publishing, LLC</td>
<td>Cash</td>
<td>Valley Vista High School</td>
<td>$109.20</td>
</tr>
<tr>
<td>CenturyLink</td>
<td>Cash</td>
<td>District Wide -- Rachel's Challenge</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Countryside Elementary PTSA</td>
<td>Cash</td>
<td>Countryside Elementary</td>
<td>$70.00</td>
</tr>
<tr>
<td>Discover Financial Services</td>
<td>Cash</td>
<td>Countryside Elementary</td>
<td>$30.00</td>
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<tr>
<td>Dysart Education Foundation</td>
<td>Cash</td>
<td>Cimarron Springs Elementary, Rancho Gabriela Elementary, West Point Elementary</td>
<td>$5,514.34</td>
</tr>
<tr>
<td>Dysart Elementary School PTO</td>
<td>Cash</td>
<td>Dysart Elementary</td>
<td>$140.00</td>
</tr>
<tr>
<td>Infinite Campus, Inc.</td>
<td>Cash</td>
<td>District Wide -- Rachel's Challenge</td>
<td>$1,050.00</td>
</tr>
<tr>
<td>Lord of Life Lutheran Church</td>
<td>Cash</td>
<td>Thompson Ranch Elementary</td>
<td>$2,647.00</td>
</tr>
<tr>
<td>Marley Park PTA</td>
<td>Cash</td>
<td>Marley Park Elementary</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>Plains LPG Services</td>
<td>Cash</td>
<td>Luke Elementary</td>
<td>$1,000.00</td>
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<tr>
<td>Roseview Gardens Care Home</td>
<td>Cash</td>
<td>Valley Vista High School</td>
<td>$140.00</td>
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<tr>
<td>Sonoran Heights PTA</td>
<td>Cash</td>
<td>Sonoran Heights Elementary</td>
<td>$849.95</td>
</tr>
<tr>
<td>Sun City Grand Stitchers</td>
<td>Cash</td>
<td>Dysart Elementary</td>
<td>$39.00</td>
</tr>
<tr>
<td>Valley Vista Band Booster</td>
<td>Cash</td>
<td>Valley Vista High School</td>
<td>$365.00</td>
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<tr>
<td>Wells Fargo Community Support Campaign</td>
<td>Cash</td>
<td>El Mirage Elementary, Sunset Hills Elementary, Western Peaks Elementary, Willow Canyon High School</td>
<td>$328.47</td>
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<tr>
<td>West Point PTSA</td>
<td>Cash</td>
<td>West Point Elementary</td>
<td>$15,998.77</td>
</tr>
</tbody>
</table>

**BOARD ACTION REQUESTED:**

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

**SUBMITTED BY:** Jack Eaton  **SUPERINTENDENT:** Karl Stadtmiller

**ACTION BY BOARD:** Motion: Second: Vote: AGENDA ITEM: 1
"Power in the preparation...Excellence in the journey...Success for a lifetime..."

<table>
<thead>
<tr>
<th>Donor</th>
<th>Item</th>
<th>School/Dept</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Di Sano, Peter</td>
<td>School Support</td>
<td>Dysart High School</td>
<td>*$100.00</td>
</tr>
<tr>
<td>Dysart Elementary PTO</td>
<td>School Support</td>
<td>Dysart Elementary</td>
<td>*$2,600.00</td>
</tr>
<tr>
<td>Quick Trip</td>
<td>School Support</td>
<td>Dysart Elementary</td>
<td>*$400.00</td>
</tr>
<tr>
<td>Renaud Cook Drury Mesaros</td>
<td>School Support</td>
<td>Surprise Elementary</td>
<td>*$150.00</td>
</tr>
<tr>
<td>Sun City Grand Stitchers</td>
<td>School Support</td>
<td>Dysart Elementary</td>
<td>*$198.75</td>
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<tr>
<td>Wightman, Annabelle</td>
<td>School Support</td>
<td>Surprise Elementary</td>
<td>*$200.00</td>
</tr>
</tbody>
</table>

*Value assigned by the Donor. Value not verified by the District

Cash donations: $ 44,481.73  
Non-cash donations: $ 3,648.75  
Developer Donations: $ 0.00

Year-to-date Total $ 132,856.11  
Year-to-date Total $ 27,480.25  
Year-to-date Total $ 3,187.50

BOARD ACTION REQUESTED:

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

SUBMITTED BY:  
SUPERINTENDENT:

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

Page 2 of 2
**Dysart Unified School District**  
**December 3, 2014**  
**Regular Governing Board Meeting**

"Power in the preparation...Excellence in the journey...Success for a lifetime..."

**GOVERNING BOARD ITEM**

**AGENDA ITEM:**  
*Approval/Ratification of Expense Vouchers 1021 and 1022 in the Amount of $3,010,854.86*

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

**EXECUTIVE SUMMARY:**

<table>
<thead>
<tr>
<th>DATE</th>
<th>VOUCHER #</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>11/13/14</td>
<td>1021</td>
<td>$621,176.86</td>
</tr>
<tr>
<td>11/20/14</td>
<td>1022</td>
<td>$2,389,678.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$3,010,854.86</td>
</tr>
</tbody>
</table>

**BOARD ACTION REQUESTED:**

It is recommended the Governing Board approve/ratify expense vouchers 1021 and 1022 in the amount of $3,010,854.86.

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

**ACTION BY BOARD:** Motion: Second: Vote:  
AGENDA ITEM: 12
DYSART UNIFIED VOUCHER

Voucher No: 1022  Voucher Date: 11/20/2014  Prepared By: [Signature]

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $2,389,678.00 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2014 to June 30, 2015 (period cannot overlap fiscal year end.)

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

---

<table>
<thead>
<tr>
<th>Fund</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>MAINTENANCE AND OPERATION</td>
<td>$579,900.20</td>
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<tr>
<td>101</td>
<td>TITLE I LEA</td>
<td>$7,698.66</td>
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<tr>
<td>143</td>
<td>TITLE II IMPROVING TEACHER QUALITY</td>
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<tr>
<td>167</td>
<td>21st CENTURY COMM LEARNING CTR-Year 3</td>
<td>$264.80</td>
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<tr>
<td>220</td>
<td>IDEA - BASIC ENTITLEMENT</td>
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<tr>
<td>480</td>
<td>SCHOOL SAFETY PROGRAM</td>
<td>$22,757.55</td>
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<tr>
<td>506</td>
<td>SCHOOL PLANT SALE</td>
<td>$89.19</td>
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<tr>
<td>510</td>
<td>FOOD SERVICE</td>
<td>$502,842.36</td>
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<tr>
<td>515</td>
<td>CIVIC CENTER</td>
<td>$1,279.88</td>
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<td>520</td>
<td>COMMUNITY SCHOOL</td>
<td>$10,802.52</td>
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<tr>
<td>525</td>
<td>AUXILIARY OPERATIONS</td>
<td>$247.23</td>
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</tbody>
</table>

TRACI SAWYER-SINKBEIL  PRESIDENT
BONNIE SCHROADER  CLERK
JENNIFER TANNER  MEMBER
BLOSSOM TANDE  MEMBER

DYSART UNIFIED
<table>
<thead>
<tr>
<th>Fund</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>526</td>
<td>EXTRACURRICULAR ACTIV. TAX CREDIT</td>
<td>$17,187.27</td>
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<tr>
<td>530</td>
<td>GIFTS AND DONATIONS</td>
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<tr>
<td>540</td>
<td>FINGERPRINT</td>
<td>$110.00</td>
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<tr>
<td>555</td>
<td>TEXTBOOKS</td>
<td>$8.00</td>
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<tr>
<td>570</td>
<td>INDIRECT COSTS</td>
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</tr>
<tr>
<td>596</td>
<td>WEST-MEC (Joint Technical Education)</td>
<td>$9,645.04</td>
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<tr>
<td>610</td>
<td>UNRESTRICTED CAPITAL OUTLAY</td>
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<td>850</td>
<td>STUDENT ACTIVITIES</td>
<td>$27,924.43</td>
</tr>
<tr>
<td>960</td>
<td>SELF INSURANCE</td>
<td>$1,110,623.20</td>
</tr>
</tbody>
</table>

$2,389,678.00
DYSART UNIFIED VOUCHER

Voucher No: 1021  Voucher Date: 11/13/2014  Prepared By:  

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $621,176.86 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2014 to June 30, 2015 (period cannot overlap fiscal year end.)

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

TRACI SAWYER-SINKBEIL  PRESIDENT

BONNIE SCHROADER  CLERK

JENNIFER TANNER  MEMBER

BLOSSOM TANDE  MEMBER

DYSART UNIFIED

<table>
<thead>
<tr>
<th>Fund</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>MAINTENANCE AND OPERATION</td>
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<tr>
<td>101</td>
<td>TITLE I LEA</td>
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<td>220</td>
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<tr>
<td>530</td>
<td>GIFTS AND DONATIONS</td>
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<td>540</td>
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<td>570</td>
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<tr>
<td>596</td>
<td>WEST-MEC (Joint Technical Education)</td>
<td>$14,831.75</td>
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Created By: tsutter  Posted By: tsutter  Date: 11/12/2014 16:26:24  Page: 1
<table>
<thead>
<tr>
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<tbody>
<tr>
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<td>SELF INSURANCE</td>
<td>$62,508.39</td>
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</table>

$621,176.86
AGENDA ITEM: *Approval/Ratification of Payroll Vouchers 20 and 7603 in the Amount of $5,167,671.50

<table>
<thead>
<tr>
<th>DATE</th>
<th>VOUCHER #</th>
<th>AMOUNT</th>
</tr>
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<tbody>
<tr>
<td>11/21/14</td>
<td>20</td>
<td>$61,890.36</td>
</tr>
<tr>
<td>11/21/14</td>
<td>7603</td>
<td>$5,105,781.14</td>
</tr>
</tbody>
</table>

TOTAL $5,167,671.50

BOARD ACTION REQUESTED:
It is recommended the Governing Board approve/ratify payroll vouchers 20 and 7603 in the amount of $5,167,671.50.
DYSART UNIFIED VOUCHER

Voucher No: 20    Voucher Date: 11/21/2014    Prepared By: [Signature]

DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $61,890.36 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2014 to June 30, 2015 (period cannot overlap fiscal year end.)

I certify by my original signature below that this claim is just and correct, that teachers, substitute teachers and administrators whose salaries are claimed herein are legally certified during the fiscal year covering this pay period and that the services herein represented have been received and that the claim: _ was approved at a public meeting of the governing board on (A.R.S. 15-304), or will be ratified at the next regular or special meeting of the governing board on 12/18/14 in accordance with the procedures of A.R.S. 15-321. All items are properly coded and not in excess of the budget. Itemized invoices accompany these vouchers. All employees and officials have on file an oath in compliance with ARS 38-231.

[Signature]

TRACI SAWYER-SINKBEIL    PRESIDENT

BONNIE SCHROADER    CLERK

JENNIFER TANNER    MEMBER

BLOSSOM TANDE    MEMBER

DYSART UNIFIED

<table>
<thead>
<tr>
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<td>MAINTENANCE AND OPERATION</td>
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<td>CLASSROOM SITE (BASE SALARY)</td>
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<tr>
<td>013</td>
<td>CLASSROOM SITE (OTHER)</td>
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<tr>
<td>020</td>
<td>INSTRUCTIONAL IMPROVEMENT</td>
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<td>TITLE I LEA</td>
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<tr>
<td>143</td>
<td>TITLE II IMPROVING TEACHER QUALITY</td>
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</tr>
<tr>
<td>166</td>
<td>21st CENTURY COMM LEARNING CTR-Year 5</td>
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<tr>
<td>167</td>
<td>21st CENTURY COMM LEARNING CTR-Year 3</td>
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<tr>
<td>168</td>
<td>21st CENTURY COMM LEARNING CTR-Year 1</td>
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<tr>
<td>191</td>
<td>TITLE III LEP PROGRAM (Start Oct'14)</td>
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<td>Fund</td>
<td>Description</td>
<td>Amount</td>
</tr>
<tr>
<td>----------</td>
<td>--------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
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<td>IDEA - BASIC ENTITLEMENT</td>
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<td>IDEA - PRESCHOOL ENTITLEMENT</td>
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<tr>
<td>290</td>
<td>MIPS-MEDICAID INCENTIVE PAYMENT SYSTEM</td>
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</tr>
<tr>
<td>316</td>
<td>MATHEMATICS &amp; SCIENCE - SCIENCE</td>
<td>$0.00</td>
</tr>
<tr>
<td>356</td>
<td>JROTC</td>
<td>$0.00</td>
</tr>
<tr>
<td>483</td>
<td>STATE TUTORING - FALL</td>
<td>$0.00</td>
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<tr>
<td>510</td>
<td>FOOD SERVICE</td>
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<tr>
<td>515</td>
<td>CIVIC CENTER</td>
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<td>520</td>
<td>COMMUNITY SCHOOL</td>
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<td>AUXILIARY OPERATIONS</td>
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<tr>
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<td>EXTRACURRICULAR ACTIV. TAX CREDIT</td>
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</tr>
<tr>
<td>530</td>
<td>GIFTS AND DONATIONS</td>
<td>$0.00</td>
</tr>
<tr>
<td>570</td>
<td>INDIRECT COSTS</td>
<td>$0.00</td>
</tr>
<tr>
<td>596</td>
<td>WEST-MEC (Joint Technical Education)</td>
<td>$0.00</td>
</tr>
<tr>
<td>850</td>
<td>STUDENT ACTIVITIES</td>
<td>$0.00</td>
</tr>
<tr>
<td>960</td>
<td>SELF INSURANCE</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

$61,890.36
DYSART UNIFIED is hereby authorized to draw warrants against DYSART UNIFIED funds for the sum of $5,105,781.14 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2014 to June 30, 2015 (period cannot overlap fiscal year end.)

I certify by my original signature below that this claim is just and correct, and the services and/or materials herein represented have been received and that the claim: ☑ was approved at a public meeting of the governing board on 12/13/14 (A.R.S. 15-304), or ☑ will be ratified at the next regular or special meeting of the governing board on ___/___/___ in accordance with the procedures of A.R.S. 15-321. All items are properly coded and not in excess of the budget. Itemized invoices accompany these vouchers. All employees and officials have on file an oath in compliance with ARS 38-231.

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$70,994.02</td>
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<table>
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<th>Fund</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>221</td>
<td>IDEA - PRESCHOOL ENTITLEMENT</td>
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<tr>
<td>290</td>
<td>MIPS-MEDICAID INCENTIVE PAYMENT SYSTEM</td>
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<td>316</td>
<td>MATHEMATICS &amp; SCIENCE - SCIENCE</td>
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<td>356</td>
<td>JROTC</td>
<td>$2,549.05</td>
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<tr>
<td>483</td>
<td>STATE TUTORING - FALL</td>
<td>$957.51</td>
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<td>510</td>
<td>FOOD SERVICE</td>
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<tr>
<td>515</td>
<td>CIVIC CENTER</td>
<td>$16,344.45</td>
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<tr>
<td>520</td>
<td>COMMUNITY SCHOOL</td>
<td>$45,519.96</td>
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<tr>
<td>525</td>
<td>AUXILIARY OPERATIONS</td>
<td>$3,215.68</td>
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<td>526</td>
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<td>530</td>
<td>GIFTS AND DONATIONS</td>
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<td>570</td>
<td>INDIRECT COSTS</td>
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<td>596</td>
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<td>STUDENT ACTIVITIES</td>
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<td>SELF INSURANCE</td>
<td>$1,790.64</td>
</tr>
</tbody>
</table>

$5,105,781.14
AGENDA ITEM: Information Regarding Recommendations for M&O Budget Cuts Due to the Loss of the November 4, 2014 Override Ballot Measure

EXECUTIVE SUMMARY:

This item comes to discuss and provide recommendations on M&O budget cuts that will be necessary due to the loss of the Override tax measure that was on the November 4, 2014 election ballot. Since the Override ballot measure was not approved by the voters, the district is required to phase out the Override funding over a three year budget period beginning in the 2015-16 school year. The amount of the Override funded the budget in the amount of approximately $18 million dollars.

This item will explain:
- the purpose of the Override funding as approved in a 2010 Override ballot measure,
- a recent history of the district budget framing the impact of the loss of the Override funding
- the budgetary consequences of the loss of the Override
- the required timeline for the elimination of the Override funding from the budget
- the proposed options and impacts for the three year elimination of the funding
- the next steps in dealing with these recommendation including communicating the plan

BOARD ACTION REQUESTED:

No action is requested.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: _____
Dysart is an Award Winning "A" Quality District that prepares students for careers, college & life.
Override in Place Approved in 2010

Funded

- All day Kindergarten
- Maintaining Class Size
- Special Area Classes - art, music, band, PE plus athletic programs
- Interventions

Overrides in place -
2000--restored special areas & athletics
2004-continued support
Budget Cuts To School Budgets
starting in 2008 and continuing

- Cut District Office Positions & Supplies
- Cut cleaning services
- Cut school site administrative positions including APs and Office staff
- Moved some athletic costs to tax credit funding
- Cut after school busing for K-8
- Reorganized health offices at schools
- Plus many more

DID NOT

- Maintained all day kinder with no charge
- Special Area classes in art, music, band, PE and kept athletic and elemiddle sports
- Maintained class size
- Maintained interventions
Cut $18 million dollars from M&O Budget in 3 years

Cuts come from areas that were protected by the Override

- All day kinder
- Class size
- Special areas
- Interventions
3 Stages of Override Cuts

2015-16 Phase Down - $6 million cut with $12 million still in place

2016-17 Phase Out - $12 million cut with $6 million still available

2017-18 Elimination - all $18 million cut from M&O, no monies available for these programs
Option currently available:

*Approve a ballot measure for the November 2015 election*

All programs could be completely restored after the "Phase Down" in 2015-16
2015-16 "Phase Down" Options for Cuts
Cut $6 million
2016-17 Phase Out

$12 million cut
2017-18 Elimination

$18 million in cuts
AGENDA ITEM:
Policy Governance – Board Monitoring of Adopted Policies – Section 8.0 – Meet and Confer

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

EXECUTIVE SUMMARY:

Pursuant to Board Policy 2.13, this item presents Section 8 of the Dysart Unified School District Board Policies for Board monitoring. Policy 2.13 states:

The purpose of monitoring is to determine the degree to which the Board and its members are adhering to its Board Governance and Board-Superintendent Relationship policies.

BOARD ACTION REQUESTED:

No action is requested.

SUBMITTED BY: [Signature] SUPERINTENDENT: [Signature]

ACTION BY BOARD: Motion: _____ Second: _____ Vote: _____ AGENDA ITEM: 15
AGENDA ITEM: Recommendation to Approve the 2014-2015 Revised Expenditure Budget

EXECUTIVE SUMMARY:

Arizona Revised Statute §15-905 requires school districts to make all revisions that may result in a decrease in budget limits and that school districts may make any of the described revisions that result in an increase in budget limits. The District must make the revisions prior to December 15th of each year if any budget amount does not agree with the Arizona Department of Education (ADE) calculation.

The adopted budget amounts did differ from the state calculation, therefore, requiring a budget revision. This revision was expected due to the assumptions the district made at the time of the budget adoption. The adopted budget was estimated $1.8 million over the current ADE calculated M&O budget limit, and $2.3 million over the calculated Unrestricted Capital limit. When the District adopted the budget in July the carry-forward amount was estimated at the maximum allowed of 4%, however, the final carry-forward from FY 2013-2014 was actually 3%. Additionally, the District’s adopted budget reflected full Charter Additional Assistance funding, however, further legislative reductions have resulted in the decrease to the Capital budget limit. The District is conservative when determining its adopted budget limits because these limits cannot be exceeded once they are established.

The District’s current expenditures and encumbrances are within ADE’s current calculated limits.

BOARD ACTION REQUESTED:

It is recommended the Governing Board approve the Revised Expenditure Budget for the 2014-2015 fiscal year.
DISTRICT NAME: Dysart Unified School District No. 89
COUNTY: Maricopa

FY 2015
STATE OF ARIZONA
SCHOOL DISTRICT ANNUAL EXPENDITURE BUDGET
DISTRICTWIDE BUDGET

Revised #1
Version

BY THE GOVERNING BOARD

We hereby certify that the budget for the Fiscal Year 2015 was
Proposed
Adopted
Revised
Date

Traci Sawyer-Sinkbeil, President
Bonnie Schroader, Clerk
Jennifer Tanner, Member
Blossom Tande, Member
Suzanne Kellis, Member

SIGNED

The budget file(s) for FY 2015 sent to the Arizona Department of Education, via the internet, contains the data for the budget described above.

Superintendent Signature

Business Manager Signature

District Contact Employee: Jack Eaton
Telephone: 623-876-7018
E-mail: jack.eaton@dysart.org

11/26/2014 10:33 AM

Revised 5/14-FY 2015

REVENUES AND PROPERTY TAXATION (This section is not applicable to budget revisions)

1. Total Budgeted Revenues for Fiscal Year 2014 $181,078,291

2. Estimated Revenues from Sources for Fiscal Year 2015 (excluding property taxes)

<table>
<thead>
<tr>
<th>Source</th>
<th>Estimated Revenue</th>
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<tbody>
<tr>
<td>Local</td>
<td>$22,635,420</td>
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<tr>
<td>Intermediate</td>
<td>$7,697,959</td>
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<tr>
<td>State</td>
<td>$6,500,189</td>
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<tr>
<td>Federal</td>
<td>$14,672,460</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$131,496,028</strong></td>
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3. District Tax Rates for Prior and Next Fiscal Years (A.R.S. §15-905.1)

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<th>Taxation Type</th>
<th>Prior FY 2014</th>
<th>Est. Budget FY 2015</th>
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<tr>
<td>Secondary</td>
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<tr>
<td>M&amp;O Override</td>
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<td>1.6183</td>
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<td>Special K-3 Program Override</td>
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<tr>
<td>Special Program Override</td>
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<td>0.0000</td>
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<tr>
<td>Capital Override</td>
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<td>Class A Bonds</td>
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<tr>
<td>Class B Bonds</td>
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<td>1.1567</td>
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<tr>
<td>JTED</td>
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<td>0.0000</td>
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<td><strong>Total Secondary Tax Rate</strong></td>
<td><strong>2.9538</strong></td>
<td><strong>2.7750</strong></td>
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A. TOTAL AGGREGATE SCHOOL DISTRICT BUDGET LIMIT (A.R.S. §15-905.1)

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
</tr>
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<tbody>
<tr>
<td>1. General Budget Limit (from Budget, page 7, line 10)</td>
<td>$154,365,899</td>
</tr>
<tr>
<td>2. Unrestricted Capital Budget Limit (from Budget, page 8, line A.12)</td>
<td>$10,405,208</td>
</tr>
<tr>
<td>3. Subtotal (line A.1 + A.2)</td>
<td>$164,771,107</td>
</tr>
<tr>
<td>4. Federal Projects (from Budget, page 6, line 10)</td>
<td>$11,741,087</td>
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<tr>
<td>5. Title VIII- IMPACT AID (from Budget, page 6, Federal Projects, line 16)</td>
<td>$0</td>
</tr>
<tr>
<td>6. Total Aggregate School District Budget Limit (line A.3 + A.4 + A.5)</td>
<td>$176,510,284</td>
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</table>

B. BUDGETED EXPENDITURES

<table>
<thead>
<tr>
<th>Description</th>
<th>Budgeted Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Maintenance and Operation (from Budget, page 1, line 30)</td>
<td>$154,365,899</td>
</tr>
<tr>
<td>2. Unrestricted Capital Outlay (from Budget, page 4, line 10)</td>
<td>$10,405,208</td>
</tr>
<tr>
<td>3. Total Budget Subject to Budget Limits (line B.1 + B.2) (This line cannot exceed line A.3.)</td>
<td>$154,771,107</td>
</tr>
</tbody>
</table>

**SIGNED**

 Superintendent Signature

Business Manager Signature

The budget file(s) for FY 2015 sent to the Arizona Department of Education, via the internet, contains the data for the budget described above.

Superintendent Signature

Business Manager Signature

District Contact Employee: Jack Eaton
Telephone: 623-876-7018
E-mail: jack.eaton@dysart.org

11/26/2014 10:33 AM
I certify that the Budget of Dysart Unified School District No. 89 District, Maricopa County for fiscal year 2015 was officially proposed by the Governing Board on June 4, 2014, and that the complete Proposed Expenditure Budget may be reviewed by contacting Jack Eaton at the District Office, telephone 623-876-7018 during normal business hours.

President of the Governing Board

1. Student Count
   - FY 2014 Prior Yr. 2013 ADM
   - FY 2015 Budget Yr. 2014 ADM
   - Resident 24,526,694 24,606,063
   - Attending 24,686,473 24,880,699

2. Tax Rates:
   - FY 2014 FY 2015
   - Prior Year Prior Year
   - Resident 24,526,694 24,606,063
   - Attending 24,686,473 24,880,699

3. The Maintenance and Operation, Classroom Site, and Unrestricted Capital Outlay budgets cannot exceed their respective budget limits.
   - Maintenance & Operation 145,363,989 GRL
   - Classroom Site 11,582,646 CSFBL
   - Unrestricted Capital Outlay 10,405,208 UCBL

MAINTENANCE AND OPERATION EXPENDITURES

<table>
<thead>
<tr>
<th>Subsection</th>
<th>Prior FY</th>
<th>Budget FY</th>
<th>Prior FY</th>
<th>Budget FY</th>
<th>TOTAL</th>
<th>% Inc./(Decr.) from Prior FY</th>
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<tbody>
<tr>
<td>100 Regular Education</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1000 Instruction</td>
<td>61,001,948</td>
<td>59,646,983</td>
<td>2,480,908</td>
<td>2,062,543</td>
<td>63,482,856</td>
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<td>2000 Support Services</td>
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<td>419,796</td>
<td>703,453</td>
<td>5,973,279</td>
<td>2.2%</td>
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<tr>
<td>2100 Students</td>
<td>2,858,977</td>
<td>2,290,325</td>
<td>404,330</td>
<td>366,451</td>
<td>3,276,777</td>
<td>-18.6%</td>
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<tr>
<td>2200 Instructional Staff</td>
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<td>12,958,401</td>
<td>2,098,875</td>
<td>2,287,377</td>
<td>14,788,263</td>
<td>3.1%</td>
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<tr>
<td>2300, 2400, 2500 Administration</td>
<td>4,875,217</td>
<td>4,575,894</td>
<td>14,389,501</td>
<td>15,596,494</td>
<td>19,264,718</td>
<td>4.7%</td>
</tr>
<tr>
<td>2900 Other</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>3000 Oper. of Noninstructional Services</td>
<td>442,205</td>
<td>402,265</td>
<td>5,000</td>
<td>5,000</td>
<td>447,205</td>
<td>497,265</td>
</tr>
<tr>
<td>610 School-Sponsored Cocurric. Activities</td>
<td>104,670</td>
<td>100,000</td>
<td>0</td>
<td>0</td>
<td>104,670</td>
<td>100,000</td>
</tr>
<tr>
<td>620 School-Sponsored Athletics</td>
<td>1,560,549</td>
<td>1,706,541</td>
<td>330,740</td>
<td>329,700</td>
<td>1,891,289</td>
<td>2,036,241</td>
</tr>
<tr>
<td>530, 700, 800, 900 Other Programs</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Regular Education Subsection Subtotal</td>
<td>88,756,420</td>
<td>86,644,789</td>
<td>20,129,150</td>
<td>21,447,844</td>
<td>108,885,570</td>
<td>108,092,633</td>
</tr>
<tr>
<td>200 Special Education</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1000 Instruction</td>
<td>12,182,249</td>
<td>13,707,484</td>
<td>2,571,236</td>
<td>4,151,176</td>
<td>14,753,485</td>
<td>17,986,660</td>
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<tr>
<td>2000 Support Services</td>
<td>5,357,253</td>
<td>4,782,858</td>
<td>5,595,033</td>
<td>4,020,044</td>
<td>10,916,288</td>
<td>9,802,892</td>
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<tr>
<td>2200 Instructional Staff</td>
<td>406,144</td>
<td>447,803</td>
<td>16,772</td>
<td>8,232</td>
<td>422,916</td>
<td>456,035</td>
</tr>
<tr>
<td>2300, 2400, 2500 Administration</td>
<td>664</td>
<td>0</td>
<td>2,081</td>
<td>3,707</td>
<td>2,745</td>
<td>3,707</td>
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<tr>
<td>2600 Oper./Maint. of Plant</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>2900 Other</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>3000 Oper. of Noninstructional Services</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Special Education Subsection Subtotal</td>
<td>17,946,310</td>
<td>18,938,185</td>
<td>8,149,122</td>
<td>8,124,911</td>
<td>26,095,432</td>
<td>27,063,096</td>
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<tr>
<td>400 Pupil Transportation</td>
<td>6,498,555</td>
<td>6,760,202</td>
<td>2,506,985</td>
<td>2,534,535</td>
<td>9,005,540</td>
<td>9,284,737</td>
</tr>
<tr>
<td>510 Desegregation</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>520 Special K-3 Program Override</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
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<tr>
<td>530 Dropout Prevention Programs</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>540 Joint Career and Technical Education and Vocational Education Center</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>550 K-3 Reading Program</td>
<td>728,729</td>
<td>701,444</td>
<td>277,063</td>
<td>242,079</td>
<td>1,005,792</td>
<td>943,523</td>
</tr>
<tr>
<td>TOTAL EXPENDITURES</td>
<td>113,930,014</td>
<td>113,044,620</td>
<td>31,062,320</td>
<td>32,319,369</td>
<td>144,992,334</td>
<td>145,363,989</td>
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</table>
### SUMMARY OF SCHOOL DISTRICT PROPOSED EXPENDITURE BUDGET (Cont’d)

#### TOTAL EXPENDITURES BY FUND

<table>
<thead>
<tr>
<th>Fund</th>
<th>Budgeted Expenditures</th>
<th>$ Increase/Decrease</th>
<th>% Increase/Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Prior FY</td>
<td>Budget FY</td>
<td>from Prior FY</td>
</tr>
<tr>
<td>Maintenance &amp; Operation</td>
<td>144,992,334</td>
<td>145,363,989</td>
<td>371,655</td>
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<tr>
<td>Instructional Improvement</td>
<td>700,000</td>
<td>700,000</td>
<td>0</td>
</tr>
<tr>
<td>Structured English Immersion</td>
<td>747</td>
<td>486</td>
<td>(261)</td>
</tr>
<tr>
<td>Compensatory Instruction</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Student Success</td>
<td>478,000</td>
<td>478,000</td>
<td>0</td>
</tr>
<tr>
<td>Classroom Site</td>
<td>9,905,074</td>
<td>11,582,646</td>
<td>1,677,572</td>
</tr>
<tr>
<td>Federal Projects</td>
<td>13,942,713</td>
<td>11,741,087</td>
<td>(1,001,626)</td>
</tr>
<tr>
<td>State Projects</td>
<td>228,543</td>
<td>231,770</td>
<td>3,227</td>
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<tr>
<td>Unrestricted Capital Outlay</td>
<td>6,763,853</td>
<td>10,405,208</td>
<td>3,641,355</td>
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<tr>
<td>New School Facilities</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Adjacent Ways</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Debt Service</td>
<td>12,130,901</td>
<td>13,789,395</td>
<td>1,658,494</td>
</tr>
<tr>
<td>School Plant Funds</td>
<td>150,000</td>
<td>164,000</td>
<td>14,000</td>
</tr>
<tr>
<td>Auxiliary Operations</td>
<td>500,000</td>
<td>500,000</td>
<td>0</td>
</tr>
<tr>
<td>Bond Building</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Food Service</td>
<td>10,178,138</td>
<td>10,109,000</td>
<td>(72,457)</td>
</tr>
<tr>
<td>Other</td>
<td>25,373,476</td>
<td>24,722,000</td>
<td>(651,476)</td>
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#### M&O FUND SPECIAL EDUCATION PROGRAMS BY TYPE

<table>
<thead>
<tr>
<th>Program (A.R.S. §§15-761 and 15-903)</th>
<th>Prior FY</th>
<th>Budget FY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Autism</td>
<td>782,355</td>
<td>827,299</td>
</tr>
<tr>
<td>Emotional Disability</td>
<td>3,439,036</td>
<td>3,636,596</td>
</tr>
<tr>
<td>Hearing Impairment</td>
<td>550,715</td>
<td>582,352</td>
</tr>
<tr>
<td>Other Health Impairments</td>
<td>106,046</td>
<td>112,137</td>
</tr>
<tr>
<td>Specific Learning Disability</td>
<td>34,540</td>
<td>36,946</td>
</tr>
<tr>
<td>Mild, Moderate or Severe Intellectual Disability</td>
<td>4,630,018</td>
<td>4,825,148</td>
</tr>
<tr>
<td>Multiple Disabilities</td>
<td>1,072,515</td>
<td>1,134,127</td>
</tr>
<tr>
<td>Multiple Disabilities with S.S.I.</td>
<td>97,576</td>
<td>103,181</td>
</tr>
<tr>
<td>Orthopedic Impairment</td>
<td>170,609</td>
<td>180,411</td>
</tr>
<tr>
<td>Developmental Delay</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Preschool Severe Delay</td>
<td>3,319,817</td>
<td>3,510,530</td>
</tr>
<tr>
<td>Speech/Language Impairment</td>
<td>9,634,944</td>
<td>10,188,439</td>
</tr>
<tr>
<td>Traumatic Brain Injury</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Visual Impairment</td>
<td>318,911</td>
<td>337,230</td>
</tr>
<tr>
<td>Gifted Education</td>
<td>478,662</td>
<td>0</td>
</tr>
<tr>
<td>Remedial Education</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>ELL Incremental Costs</td>
<td>177,849</td>
<td>177,649</td>
</tr>
<tr>
<td>ELL Compensatory Instruction</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Vocational and Technological Education</td>
<td>1,348,439</td>
<td>1,411,051</td>
</tr>
<tr>
<td>Career Education</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>26,955,432</td>
<td>27,063,096</td>
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#### PROPOSED STAFFING SUMMARY

<table>
<thead>
<tr>
<th>Staff Type</th>
<th>FTE</th>
<th>Staff-Pupil Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certified</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Superintendent, Principals</td>
<td>60</td>
<td>1 to 414.7</td>
</tr>
<tr>
<td>Other Administrators</td>
<td>1,338</td>
<td>1 to 18.6</td>
</tr>
<tr>
<td>Teachers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>148</td>
<td>1 to 168.1</td>
</tr>
<tr>
<td>Subtotal</td>
<td>1,546</td>
<td>1 to 16.1</td>
</tr>
<tr>
<td>Classified</td>
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<td></td>
</tr>
<tr>
<td>Managers, Supervisors, Directors</td>
<td>83</td>
<td>1 to 299.8</td>
</tr>
<tr>
<td>Teachers Aides</td>
<td>200</td>
<td>1 to 124.4</td>
</tr>
<tr>
<td>Other</td>
<td>606</td>
<td>1 to 41.1</td>
</tr>
<tr>
<td>Subtotal</td>
<td>889</td>
<td>1 to 28.0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>2,435</td>
<td>1 to 10.2</td>
</tr>
</tbody>
</table>

| Special Education               |     |                  |
| Teacher                         | 132  | 1 to 17.0        |
| Staff                           | 332  | 1 to 10.0        |