

AGENDA
ELK GROVE UNIFIED SCHOOL DISTRICT
Regular Meeting of the Board of Education
Board Room, Education Center
9510 Elk Grove-Florin Road
Elk Grove, CA 95624
August 19, 2014
Closed Session – 4:30 p.m.
Regular Session – 6:00 p.m.

Item

Time – Approximate

Public Comment on Items on Agenda or Not on the Agenda

NOTICE

Cards are available at the table just outside of the Board Room for anyone who wishes to address the Board. If you wish to address the Board, complete a card and hand it to a staff member at the table to the left as you enter the Board Room. Please be sure to complete the card indicating whether the matter you wish to address is on the agenda or not on the agenda. If the matter is on the agenda, we will assume you wish to speak when it comes time to address that item on the agenda and will hold your card until then. Presentations will be limited to a maximum of three (3) minutes, with a total of thirty (30) minutes designated for public comment on an item. Time limitations are at the discretion of the President of the Board of Trustees. The meeting is recorded on video and audio. Videos are available on the Elk Grove District's You Tube channel at <http://www.youtube.com/user/Elk Grove Unified>).

CLOSED SESSION – 5:00 p.m.

1. Government Code section 54956.9(d)(1)
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Ubois v. EGUSD, Sacramento County Superior Court Case No. 34-2014-80001887
2. Government Code Section 54956.9
Conference with Legal Counsel – Anticipated Litigation
Significant Exposure to Litigation Pursuant to paragraph (2) or (3) of Subdivision (d)
of Section 54956.9 – 1 potential case
3. Government Code Section 54957
Public Employee Discipline/Dismissal/Release/Complaint
4. Government Code Section 54958
Public Employee Appointment/Employment: Elementary School Vice Principal, Project
Based Assignment, and Consultant for Police Services
5. Conference with Real Property Negotiators (Government Code Section 54956.8):
Property: APN 066-0080-026 (Northwest corner of Hanfield Drive and Diamond Ranch Drive)
District negotiators: Steven M. Ladd, Superintendent and Robert Pierce, Associate
Superintendent, Facilities and Planning, Elk Grove Unified School District (EGUSD)
Negotiating parties: EGUSD and Lennar Communities
Under negotiation: Price and terms of payment
6. Conference with Real Property Negotiators (Government Code Section 54956.8):
Property: APN 067-0430-027 (Southwest corner of Sophistry and Appolon Drives,
Rancho Cordova, California)
District negotiators: Steven M. Ladd, Superintendent and Robert Pierce, Associate
Superintendent, Facilities and Planning, Elk Grove Unified School District (EGUSD)
Negotiating parties: EGUSD and Lennar Sunridge Investors, LLC, AKT Sunridge Investors, LLC,
Angelo K. Tsakopoulos, Eleni Tsakopoulos-Kounalakis and Markos Kounalakis,
Tsakopoulos Family Partnership, Mark Enes, and AKT Development.
Under negotiation: Price and terms of payment

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<u>Item</u>	<u>Time -- Approximate</u>
OPEN MEETING - 6:00 p.m.	
I. Pledge of Allegiance	5 Minutes
II. Presentations/Recognitions	
III. Student Expulsion Recommendations	
7. Requests for Student Expulsions	5 Minutes
IV. LCAP	
V. Budget Update	
VI. Public Comment	
VII. Bargaining Units	
VIII. Reports	
IX. Public Hearing/Action Items	
8. Pupil Textbooks and Instructional Materials	5 Minutes
9. Public Hearing of the Elk Grove Unified School District's Annual Service Deliver/Budget Plan for Special Education	5 Minutes
10. Consideration and Public Notice of Elk Grove Unified School District's (EGUSD) Initial Proposal to CSEA Regarding Collective Bargaining for the 2014-2015 School Year	5 Minutes
11. Consideration and Public Notice of Elk Grove Unified School District's (EGUSD) Initial Proposal to AFSCME Regarding Collective Bargaining for the 2014-2015 School Year	5 Minutes
12. Elk Grove Unified School District Community Facilities District 2014-2015 Tax Report and Second Reading of Ordinance No. 2, 2014-2015	5 Minutes
X. Discussion Items	
XI. Discussion/Action Items	
13. Education Code Tokay Park Water Company Section 17556, et seq.: Consideration of Resolution of Intent to Convey Various Easements to Tokay Park Water Company	10 Minutes
14. The Sacramento Municipal Utility District (SMUD) Proposition 39 Support Services memorandum of Understanding (MOU)	10 Minutes

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<u>Item</u>	<u>Time – Approximate</u>
XI. Discussion/Action Items (Continued)	
15. Proof of Residency Requirements	10 Minutes
XII. Action Items	
XIII. Board Member and Superintendent Reports	
XIV. Consent Agenda – Action	5 Minutes
16. Approval of Minutes	
17. Personnel Actions	
18. Renewal of Internship Credential Program Agreement Between Elk Grove Unified School District and National University	
19. Resolution Regarding Board Member Absence	
20. Approval of Purchase Order History	
21. Approval of Warrant Registers	
22. Approval of Budget Transfers	
23. Ratification of Contracts	
24. Resolution Granting Signature Authority for Proposed Agreement with the Sacramento County Division of Behavioral Health on Behalf of Valley High School’s Health TECH Academy	
25. 2014-2017 Sacramento County Office of Education Memorandum of Agreement: Maintaining and Operating Classes for Severely Handicapped and Seriously Emotionally Disturbed Students	
26. Project R.I.D.E. Operational Agreement for 2014-2015	
27. Elk Grove Auto Mall 2014-2015 Graduating Seniors Attendance Drive Agreement	
28. Resolution to Participate in Lower Emission School Bus Program	
29. Approval to Establish a Contract to Purchase Automotive Oil and Lubrication Products Only Cooperatively Through the County of Placer	
30. Approval to Establish a Contract to Purchase Bulk Gasoline and Diesel Cooperatively through the County of Placer	
31. Receipt of Bids and Award of Contract for Foam Soap and Dispensers, Bid #552 13/14	
32. Approval to Establish a Contract to Purchase HP Computer Equipment, Peripherals and Related Devices, Software and Services Through WSCA-NASPO Contract	
33. Williams Act Quarterly Report Notification	
34. Out-of-State Field Trip	
35. Marion Mix Elementary School, Change Order No. 3	
XV. Other Action Items	
36. Discussion and Action on Items Removed From Consent Agenda	5 Minutes

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<u>Item</u>	<u>Time – Approximate</u>
XVI. Information Items	
37. Other Items from the Floor	5 Minutes
38. Items for Future Agendas	5 Minutes
XVII. Adjournment	

AMERICAN WITH DISABILITIES COMPLIANCE NOTICE

In compliance with the Americans with Disabilities Act, those requiring special assistance to access the Board meeting room, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact the Board Secretary, Arlene Hein, at (916) 686-7700. Notification of at least 24 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodation, auxiliary aids or services.

DOCUMENT AVAILABILITY

Documents provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in District office located at 9510 Elk Grove-Florin Road, Elk Grove, CA during normal business hours.

Board Agenda Item

Subject: Department: Curriculum/Professional Learning
Pupil Textbook and Instructional Materials

Action Requested:
In accordance with state law, the Board of Education is requested to declare a public hearing and to discuss the resolution that will certify that K-12 Instructional Materials monies are expended in compliance with the Pupil Textbook and Instructional Materials Incentive Program Act, ensuring that each pupil will have sufficient instructional materials.

Discussion:
As a requirement of the Williams legislation, Education Code Section (EC) 60119 requires that the governing board of a school district hold an annual instructional materials public hearing to determine whether the district has sufficient textbooks and instructional materials. Under EC 60119 the Board of Education shall make a determination through a resolution as to whether each pupil in each school in the district has sufficient textbooks or instructional materials in each subject (English/language arts, mathematics, history/social science, and science) that are aligned with the academic content standards and consistent with the cycles of the curriculum framework adopted by the California State Board of Education.

The Education Code also requires that the Board of Education make a written determination as to whether each pupil enrolled in foreign language or health has sufficient textbooks or instructional materials. Similarly, the Board of Education must determine the availability of laboratory science equipment as applicable to science laboratory courses offered in grades 9 to 12.

The attached resolution will certify that, in fact, each Elk Grove Unified School District student has textbooks and materials consistent with these guidelines.

Financial Summary:

Prepared By: Jerrilyn M. Ewing *JME* Budget Approval: Rich Fagan
Prepared By: _____ Department Approval: Mark Cerutti *M.C.*
Superintendent Approval: Steven M. Ladd, Ed.D. *SML*

ELK GROVE UNIFIED SCHOOL DISTRICT

Elk Grove, California

RESOLUTION NO. 4, 2014-2015

RESOLUTION CERTIFYING THAT THE KINDERGARTEN THROUGH GRADE TWELVE INSTRUCTIONAL MATERIALS FUND MONIES ARE AUGMENTED WITH GENERAL FUND AND LOTTERY MONIES SO THAT THERE ARE SUFFICIENT FUNDS IN ORDER FOR EACH DISTRICT PUPIL TO HAVE SUFFICIENT TEXTBOOKS AND/OR INSTRUCTIONAL MATERIALS IN EACH SUBJECT

WHEREAS, the governing board of the Elk Grove Unified School District, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on **August 19, 2014**, at 6:00 p.m., which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the governing board provided at least 10 days notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

WHEREAS, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

WHEREAS, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district, and;

WHEREAS, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

WHEREAS, sufficient textbooks or instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in English/language arts, mathematics, science, history-social science, health, and foreign languages, and;

WHEREAS, specific materials, at a *minimum*, in the four core content areas (English/language arts, mathematics, science, and history-social science) are allocated one per on-track student (except as noted) as follows:

WHEREAS, sufficient laboratory science equipment was provided for science laboratory classes offered in grades 9-12, inclusive;

NOW, THEREFORE, BE IT RESOLVED that for the **2014-2015** school year, the Elk Grove Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

STEVEN M. LADD, Ed.D.
Secretary to the Board of Education

Date: _____

Textbooks for four core content areas per pupil:

Elementary School

Discipline	Title	GL	©	ISBN	Publisher
Language Arts	Open Court: Big Book Package	K	2002	0-07-569238-4	SRA/McGraw-Hill
	Open Court: Reading, Phonics, and Phonemic Awareness Kit	K	2002	0-07-571937-1	SRA/McGraw-Hill
	Open Court: Anthology 1, Student Ed.	1	2002	0-07-569242-2	SRA/McGraw-Hill
	Open Court: Anthology 2, Student Ed.	1	2002	0-07-569243-0	SRA/McGraw-Hill
	Open Court: Anthology 1, Student Ed.	2	2002	0-07-569244-9	SRA/McGraw-Hill
	Open Court: Anthology 2, Student Ed.	2	2002	0-07-569245-7	SRA/McGraw-Hill
	Open Court: Anthology 1, Student Ed.	3	2002	0-07-569246-5	SRA/McGraw-Hill
	Open Court: Anthology 2, Student Ed.	3	2002	0-07-569247-3	SRA/McGraw-Hill
	Open Court: Anthology, Student Ed.	4	2002	0-07-569248-1	SRA/McGraw-Hill
	Open Court: Anthology, Student Ed.	5	2002	0-07-569249-X	SRA/McGraw-Hill
	Open Court: Anthology, Student Ed.	6	2002	0-07-569250-3	SRA/McGraw-Hill
Language Arts	Language! 3 rd Ed: Student Book A	3-6	2005	1-59318-262-7	Sopris West
(Intervention)	Language! 3 rd Ed: Student Book B	3-6	2005	1-59318-320-8	Sopris West
	Language! 3 rd Ed: Student Book C	3-6	2005	1-59318-321-6	Sopris West
Language Arts	Avenues: Level A: Little Language Books	K	2000	07362-17908	Hampton-Brown
(ELD)	Avenues: Level B: Literature Anthology	1	2000	07362-20224	Hampton-Brown
	Avenues: Level C: Literature Anthology	2	2000	07362-18769	Hampton-Brown
	Avenues: Level D: Literature Anthology	3	2000	07362-16731	Hampton-Brown
	Avenues: Level E: Literature Anthology	4	2000	07362-17096	Hampton-Brown
	Avenues: Level F: Literature Anthology	5-6	2000	07362-17452	Hampton-Brown
Math	GoMath: Student Edition	K	2011	978-054-758780-6	Houghton-Mifflin, Harcourt
	GoMath: Student Edition	1	2011	978-054-758779-0	Houghton-Mifflin, Harcourt
	GoMath: Student Edition	2	2011	978-054-758790-5	Houghton-Mifflin, Harcourt
	GoMath: Student Edition	3	2011	978-054-758785-1	Houghton-Mifflin, Harcourt
	GoMath: Student Edition	4	2011	978-054-758783-7	Houghton-Mifflin, Harcourt
	GoMath: Student Edition	5	2011	978-054-758781-3	Houghton-Mifflin, Harcourt
	GoMath: Student Edition	6	2011	978-054-758778-3	Houghton-Mifflin, Harcourt
Science	California Science: Kindergarten Kit	K	2008	002-285369-3	MacMillan/McGraw-Hill
	California Science: Unit Big Book Package	1	2008	002-285055-4	MacMillan/McGraw-Hill
	California Science: Student Edition	2	2008	002-284376-0	MacMillan/McGraw-Hill
	California Science: Student Edition	3	2008	002-284377-9	MacMillan/McGraw-Hill
	California Science: Student Edition	4	2008	002-284378-7	MacMillan/McGraw-Hill
	California Science: Student Edition	5	2008	002-284379-5	MacMillan/McGraw-Hill
	Earth Science: Student Edition	6	2007	003-042658-8	Holt, Rinehart, Winston
Social Science	California Kindergarten Program	K	2007	015-344135-6	Harcourt Brace
	A Child's View: Student Edition	1	2007	015-338498-0	Harcourt Brace
	People We Know: Student Edition	2	2007	015-338499-9	Harcourt Brace
	Our Communities: Student Edition	3	2007	015-338501-4	Harcourt Brace
	California: Student Edition	4	2007	015-338502-2	Harcourt Brace
	The United States: Student Edition	5	2007	015-338503-0	Harcourt Brace
	Ancient Civilizations: Student Edition	6	2006	003-073459-2	Holt, Rinehart, Winston

Textbooks for four core content areas per pupil:

Middle School

Discipline	Title	GL	©	ISBN	Publisher
Language Arts	Literature & Language Arts: Student Ed.	7	2003	0-03-056492-1	Holt, Rinehart, Winston
	Literature & Language Arts: Student Ed.	8	2003	0-03-056493-X	Holt, Rinehart, Winston
Language Arts	Language! 3rd Ed: Student Book A	7-8	2005	1-59318-262-7	Sopris West
(Intervention)	Language! 3rd Ed: Student Book B	7-8	2005	1-59318-320-8	Sopris West
	Language! 3rd Ed: Student Book C	7-8	2005	1-59318-321-6	Sopris West
	Language! 3 rd Ed: Student Book D	7-8	2005	1-59318-371-2	Sopris West
Language Arts	Inside: Fundamentals 2, Student Edition	7-8	2014	978-12854-39440	National Geographic
(ELD)	Inside: Reading & Language A, Student Edition	7-8	2014	978-12854-37095	National Geographic
	Inside: Writing A, Student Edition	7-8	2014	978-12854-37149	National Geographic
	Inside: Reading & Language B, Student Edition	7-8	2014	978-12854-37101	National Geographic
	Inside: Writing B, Student Edition	7-8	2014	978-12854-37156	National Geographic
	Inside: Reading & Language C, Student Edition	7-8	2014	978-12854-37125	National Geographic
	Inside: Writing C, Student Edition	7-8	2014	978-12854-37163	National Geographic
Math	Go Math 7: Student Edition	7	2015	978-054-4202610	Houghton Mifflin Harcourt
	Go Math 7 Accelerated: Student Edition	7	2015	978-054-4247963	Houghton Mifflin Harcourt
	Go Math 8: Student Edition	8	2015	978-054-4206984	Houghton Mifflin Harcourt
	Algebra 1: Student Edition	7-8	2001	0-13-044263-1	Prentice Hall
	Geometry: Student Edition	8	2001	0-395-93777-9	McDougal Littell
Science	Life Science: Student Edition	7	2007	0-03-046523-0	Holt, Rinehart, Winston
	Physical Science: Student Edition	8	2007	0-03-046528-1	Holt, Rinehart, Winston
	Earth Science: (Honors) Student Edition	8	2006	0-13-166755-6	Pearson/Prentice-Hall
Social Science	World History: Student Edition	7	2006	0-03-073399-5	Holt, Rinehart, Winston
	U.S. History: Student Edition	8	2006	0-03-041228-5	Holt, Rinehart, Winston

Textbooks for four core content areas per pupil:

High School

Discipline	Title	GL	©	ISBN	Publisher
Language Arts	Literature & Language Arts: Student Ed.	9	2003	0-03-056494-8	Holt, Rinehart, Winston
	Literature & Language Arts: Student Ed.	10	2003	0-03-056496-4	Holt, Rinehart, Winston
	Literature & Language Arts: Student Ed.	11	2003	0-03-056497-2	Holt, Rinehart, Winston
	Literature & Language Arts: Student Ed.	12	2003	0-03-056498-0	Holt, Rinehart, Winston
	The Language of Composition: Student Ed.	AP 11	2008	0-312-45094-X	Bedford/St. Martins
	Bedford Intro. to Literature: Student Ed.	AP 12	2008	0-312-47200-5	V.H.P.S.
Language Arts (Intervention)	Language! 3rd Ed: Student Book A	9-12	2005	1-59318-262-7	Sopris West
	Language! 3rd Ed: Student Book B	9-12	2005	1-59318-320-8	Sopris West
	Language! 3rd Ed: Student Book C	9-12	2005	1-59318-321-6	Sopris West
	Language! 3rd Ed: Student Book D	9-12	2005	1-59318-371-2	Sopris West
	Language! 3rd Ed: Student Book E	9-12	2005	1-59318-375-5	Sopris West
Language Arts (ELD)	Edge: Fundamentals, Student Ed.	9-12	2014	978-12854-39600	National Geographic
	Edge: Level A, Student Ed.	9-12	2014	978-12854-39488	National Geographic
	Edge: Level B, Student Ed.	9-12	2014	978-12854-39587	National Geographic
	Edge: Level C, Student Ed.	9-12	2014	978-12854-39594	National Geographic
Math	Algebra I: CA Student Edition	9-12	2001	0-13-044263-1	Pearson/Prentice-Hall
	Geometry-Concepts & Skills: Student Edition	9-12	2001	0-618-08758-3	McDougal Littell
	Geometry: Student Edition	9-12	2001	0-395-93777-9	McDougal Littell
	Algebra 2: Student Edition	9-12	2001	0-395-93778-7	McDougal Littell
	Trigonometry: Student Edition	9-12	2007	0-618-64333-8	McDougal Littell
	Precalculus w/Limits, A Graphing Approach: Student Edition	9-12	2005	0-618-49899-0	McDougal Littell
	Elementary Statistics, a Step by Step Approach: Student Edition	11-12	2006	0-07-327160-8	Glencoe/McGraw-Hill
	The Practice of Statistics, T183/89 Graphing: Student Edition	AP	2003	0-7167-4773-1	VHPS
	Calculus: Student Edition	AP	2006	0-618-50300-5	McDougal Littell
Science	Earth Science: Student Ed.	9-12	2006	0-13-166755-6	Pearson/Prentice-Hall
	Biology Dynamics of Life: Student Ed.	9-12	2000	0-02-828242-6	Glencoe/McGraw-Hill
	Modern Biology: (Honors) Student Ed.	9-12	2006	0-03-065178-6	Holt, Rinehart, Winston
	Astronomy Today: Student Ed.	9-12	2002	0-13-094334-7	Prentice-Hall
	Biochemistry: Student Ed.	9-12	2000	0-07-228331-9	McGraw-Hill
	Modern Chemistry: Student Ed.	9-12	1999	0-03-051122-4	Holt, Rinehart, Winston
	Environmental Science: Student Ed.	9-12	2005	0-07-293074-8	McGraw-Hill
	Essentials in Geology: Student Ed.	9-12	2000	0-13-028287-1	Prentice-Hall
	Foundations in Microbiology: Student Ed.	9-12	2005	0-07-255298-0	McGraw-Hill
	Recombinant DNA & Biotechnology: Student Ed.	9-12	1996	1-55581-110-8	American Society
	Physics: Principles & Problems, Student Ed.	9-12	1999	0-02-825473-2	Glencoe/McGraw-Hill
	Conceptual Physics: Student Ed.	9-12	1998	0-321-00971-1	Addison Wesley
	Fundamentals of Anatomy & Physiology: Student Ed.	10-12	2006	0-13-195644-2	Prentice-Hall
	Chemistry in the Community: Student Ed	11-12	2006	0-7167-8919-1	VHPS
	Criminalistics: Student Ed.	11-12	2004	0-13-113706-9	Prentice-Hall
	Biology by Campbell: Student Ed.	AP	2011	013-137504-0	Pearson

Textbooks for four core content areas per pupil:

High School

Discipline	Title	GL	©	ISBN	Publisher
Science	Chemistry- A Molecular Approach 3 rd Ed.: Student Ed.	AP	2014	978-013-310192-8	Pearson
	College Physics: Student Ed.	AP	2012	978-084-0068750	Cengage
	Environmental Science, Earth as a Living Planet: Student Ed.	AP	2003	0-471-38914-5	Wiley & Sons
Science (EL)	Earth Science: Student Edition	9-12	2003	0-13-023815-5	Pearson/AGS Globe
Social Science	World Geography & Cultures: Student Ed.	9	2008	0-07-874529-2	Glencoe/McGraw-Hill
	Modern World History: Student Ed.	10	2006	0-618-55715-6	McDougal Littell
	American Anthem: Student Ed.	11	2007	0-03-043299-5	Holt, Rinehart, Winston
	Magruder's American Gov't: Student Ed	12	2006	0-13-133579-0	Pearson/Prentice-Hall
	Economics-Principles in Action: Student Ed.	12	2007	0-13-133487-5	Pearson/Prentice-Hall
	Understanding Psychology: Student Ed.	9-12	2008	0-07-874517-9	Glencoe/McGraw-Hill
	The Earth & Its Peoples: Student Ed.	AP	2008	0-618-77148-6	McDougal Littell
	The American Pageant: Student Ed.	AP	2006	0-618-47940-6	McDougal Littell
	Government in America-People, Politics & Policy: Student Ed.	AP	2008	0-13-134760-1	Pearson/Prentice-Hall
	Comparative Politics: Student Ed.	AP	2006	0-495-09162-6	Thompson/Wadsworth
	Economics: AP Student Ed.	AP	2008	0-07-329392-9	McGraw-Hill
	Psychology: Student Ed.	AP	2007	0-13-196070-9	Pearson/Allyn & Bacon
Social Science (EL)	Pacemaker World Geography: St. Ed.	9-12	2002	0-13-023674-8	AGS Globe Fearon
	Pacemaker World History: St. Ed.	9-12	2008	0-7854-6391-7	AGS Globe Fearon
	Pacemaker US History, St. Ed.	9-12	2004	0-13-024410-4	AGS Globe Fearon
	Pacemaker American Gov't, St. Ed.	9-12	2001	0-7854-3871-8	AGS Globe Fearon
	Pacemaker Economics: St. Ed.	9-12	2001	0-13-023613-6	AGS Globe Fearon

Textbooks for four core content areas per pupil:

High School

Textbooks for World Languages and Health per pupil:

Discipline	Title	GL	©	ISBN	Publisher
World Languages	Realidades: Level 1 (Spanish)	9-12	2014	978-013-3199659	Pearson
	Realidades: Level 2 (Spanish)	9-12	2014	978-013-3199666	Pearson
	Realidades: Level 3 (Spanish)	9-12	2014	978-013-3199673	Pearson
	Realidades: Level 4 (Spanish)	9-12	2014	978-013-3199680	Pearson
	Abriendo puertas: Antologia de literature en espanol Tomo Level 1 (Spanish V Honors)	9-12	2003	0-618-22206-5	McDougal Littell
	Abriendo puertas: Antologia de literature en espanol Tomo Level 2 (Spanish V Honors)	9-12	2003	0-618-22207-3	McDougal Littell
	Temas (AP Spanish)	AP	2014	978-161-8572226	Vista Higher Learning
	TuMundo: (Spanish for Native Speakers)	9-12	1997	0-669-43334-9	Heath
	Nuestra Nundo: (Spanish for Native Speakers)	9-12	1997	0-669-43336-5	Heath
	Bien dit!: Level 1 (French)	9-12	2013	978-054-7871790	Houghton Mifflin Harcourt
	Bien dit!: Level 2 (French)	9-12	2013	978-054-7871677	Houghton Mifflin Harcourt
	Bien dit!: Level 3 (French)	9-12	2013	978-054-7871691	Houghton Mifflin Harcourt
	Intrigue 3e: Level 4 (French)	9-12	2011	978-020-5741328	Pearson
	Intrigue 3e (AP French)	AP	2011	978-020-5741328	Pearson
	Deutsch Aktuell: Level 1 (German)	9-12	2010	0-8219-1449-9	EMC Paradigm
	Deutsch Aktuell: Level 2 (German)	9-12	2010	0-8219-1488-X	EMC Paradigm
	Deutsch Aktuell: Level 3 (German)	9-12	2010	0-8219-1701-3	EMC Paradigm
	Kaleidoskop (AP German)	AP	2007	0-618-66882-9	Houghton Mifflin
	Haruichiban: Level 1 (Japanese)	9-12	2014	978-096-7860664	Kisetsu
	Ginga: Level 2 (Japanese)	9-12	2014	978-096-7860664	Kisetsu
Adventures in Japanese: Level 3 (Japanese)	9-12	2004	0-88727-399-8	JP Trading Inc.	
Yookoso! Continuing with Contemporary Japanese (AP Japanese)	AP	2004	0-07-297496-6	McGraw-Hill	
Discipline	Title	GL	©	ISBN	Publisher
Health	Glencoe Health: Student Edition	9-12	2004	0-07-826326-3	Glencoe/McGraw-Hill

Instructional Support Materials in the four core content areas:

Elementary School

Discipline	Title	GL	©	ISBN	Publisher
Language Arts	Sounds and Letters Skills Workbook	K	2002	0-07-571902-9	SRA/McGraw Hill
	Pre-Decodable/Decodable Takehome	K	2002	0-07-572526-6	SRA/McGraw Hill
	Phonics Skills Workbook	1	2002	0-07-570198-7	SRA/McGraw Hill
	Comprehension & LangArts Skills Wkbk	1	2002	0-07-569516-2	SRA/McGraw Hill
	Decodable Takehome #1	1	2002	0-07-572527-4	SRA/McGraw Hill
	Decodable Takehome #2	1	2002	0-07-572528-2	SRA/McGraw Hill
	Comprehension & LangArts Skills Wkbk	2	2002	0-07-570201-0	SRA/McGraw Hill
	Spelling & Vocabulary Workbook	2	2002	0-07-571099-4	SRA/McGraw Hill
	Decodable Takehome	2	2002	0-07-572531-2	SRA/McGraw Hill
	Comprehension & LangArts Skills Wkbk	3	2002	0-07-570683-0	SRA/McGraw Hill
	Spelling & Vocabulary Workbook	3	2002	0-07-571102-8	SRA/McGraw Hill
	Spelling & Vocabulary Workbook	4	2002	0-07-571105-2	SRA/McGraw Hill
	Spelling & Vocabulary Workbook	5	2002	0-07-571112-5	SRA/McGraw Hill
Spelling & Vocabulary Workbook	6	2002	0-07-571115-X	SRA/McGraw Hill	
Language Arts	Language! 3 rd Ed: Interactive Reader Book A	3-6	2005	1-59318-264-3	Sopris West
(Intervention)	Language! 3 rd Ed: Content Mastery Book A	3-6	2005	1-59318-294-5	Sopris West
	Language! 3 rd Ed: Summative Test Book A	3-6	2005	1-57035-540-1	Sopris West
	Language! 3 rd Ed: Interactive Reader Book B	3-6	2005	1-59318-322-4	Sopris West
	Language! 3 rd Ed: Content Mastery Book B	3-6	2005	1-59318-295-3	Sopris West
	Language! 3 rd Ed: Summative Test Book B	3-6	2005	1-59035-541-X	Sopris West
	Language! 3 rd Ed: Interactive Reader Book C	3-6	2005	1-59318-323-2	Sopris West
	Language! 3 rd Ed: Content Mastery Book C	3-6	2005	1-59318-296-1	Sopris West
	Language! 3 rd Ed: Summative Test Book C	3-6	2005	1-57035-542-8	Sopris West
Language Arts	Avenues: Practice Book Level A	K	2000	07362-1786X	Hampton-Brown
(ELD)	Avenues: Practice Book Level B	1	2000	07362-18351	Hampton-Brown
	Avenues: Practice Book Level C	2	2000	07362-1884X	Hampton-Brown
	Avenues: Practice Book Level D	3	2000	07362-16782	Hampton-Brown
	Avenues: Practice Book Level E	4	2000	07362-17142	Hampton-Brown
	Avenues: Practice Book Level F	5-6	2000	07362-17509	Hampton-Brown
Reference Materials	Merriam-Webster's Primary Dictionary (Instructional supplemental resource)	1-2	2005	0-87779174-0	Merriam Webster
	Merriam-Webster's Elementary Dictionary (Instructional supplemental resource)	2-3	2005	0-87779575-4	Merriam Webster
	Merriam-Webster's Intermediate Dictionary (Instructional supplemental resource)	4-6	2004	0-87779579-7	Merriam Webster
Math	GoMath: Practice Book	K	2011	978-054-758812-4	Houghton-Mifflin,Harcourt
	GoMath: Practice Book	1	2011	978-054-758815-5	Houghton-Mifflin,Harcourt
	GoMath: Practice Book	2	2011	978-054-758814-8	Houghton-Mifflin,Harcourt
	GoMath: Practice Book	3	2011	978-054-758810-0	Houghton-Mifflin,Harcourt
	GoMath: Practice Book	4	2011	978-054-758813-1	Houghton-Mifflin,Harcourt
	GoMath: Practice Book	5	2011	978-054-758816-2	Houghton-Mifflin,Harcourt
	GoMath: Practice Book	6	2011	978-054-758811-7	Houghton-Mifflin,Harcourt

Instructional Support Materials in the four core content areas:

Middle School

Discipline	Title	GL	©	ISBN	Publisher
Core Novels	<i>A Day No Pigs Would Die</i>	7	1972	0-69433	Perma-Bound
	<i>Catherine, Called Birdy</i>	7	1994	0-47510	Perma-Bound
	<i>Dragonwings</i>	7	1975	0-81921	Perma-Bound
	<i>The Giver</i>	7	1997	1-17894	Perma-Bound
	<i>Lupita Manana</i>	7	1992	1-84701	Perma-Bound
	<i>Midsummer Night's Dream</i>	7	1997	1-96701	Perma-Bound
	<i>The Miracle Worker</i>	7	1956	1-97901	Perma-Bound
	<i>Walk Two Moons</i>	7	1994	3-18346	Perma-Bound
	<i>Adventures of Tom Sawyer</i>	8	1988	0-3004X	Perma-Bound
	<i>Dance Hall of the Dead</i>	8	1973	0-67275	Perma-Bound
	<i>Diary of Anne Frank</i>	8	1952	0-15601	Perma-Bound
	<i>The Hobbit</i>	8	1966	1-38401	Perma-Bound
	<i>House on Mango Street</i>	8	1989	1-41340	Perma-Bound
	<i>Light in the Forest</i>	8	1953	1-77201	Perma-Bound
	<i>The Outsiders</i>	8	1967	2-27501	Perma-Bound
	<i>Pigman</i>	8	1968	2-35001	Perma-Bound
<i>Roll of Thunder, Hear My Cry</i>	8	1997	2-56701	Perma-Bound	
Language Arts	Language! 3 rd Ed: Interactive Reader Book A	7-8	2005	1-59318-264-3	Sopris West
(Intervention)	Language! 3 rd Ed: Content Mastery Book A	7-8	2005	1-59318-294-5	Sopris West
	Language! 3 rd Ed: Summative Test Book A	7-8	2005	1-57035-540-1	Sopris West
	Language! 3 rd Ed: Interactive Reader Book B	7-8	2005	1-59318-322-4	Sopris West
	Language! 3 rd Ed: Content Mastery Book B	7-8	2005	1-59318-295-3	Sopris West
	Language! 3 rd Ed: Summative Test Book B	7-8	2005	1-59035-541-X	Sopris West
	Language! 3 rd Ed: Interactive Reader Book C	7-8	2005	1-59318-323-2	Sopris West
	Language! 3 rd Ed: Content Mastery Book C	7-8	2005	1-59318-296-1	Sopris West
	Language! 3 rd Ed: Summative Test Book C	7-8	2005	1-57035-542-8	Sopris West
	Language! 3 rd Ed: Interactive Reader Book D	7-8	2005	1-59318-372-0	Sopris West
	Language! 3 rd Ed: Content Mastery Book D	7-8	2005	1-59318-297-X	Sopris West
	Language! 3 rd Ed: Summative Test Book D	7-8	2005	1-59318-381-X	Sopris West
Language Arts	Inside: Fundamentals 2, Practice Book	7-8	2014	978-12857-34682	National Geographic
(ELD)	Inside: Level A, Practice Book	7-8	2014	978-12854-38948	National Geographic
	Inside: Level A, Writers Workout	7-8	2014	978-12854-39020	National Geographic
	Inside: Level B, Practice Book	7-8	2014	978-12854-38955	National Geographic
	Inside: Level B, Writers Workout	7-8	2014	978-12854-39037	National Geographic
	Inside: Level C, Practice Book	7-8	2014	978-12854-38979	National Geographic
	Inside: Level C, Writers Workout	7-8	2014	978-12854-39044	National Geographic
Reference Materials	Random House Webster's College Dictionary (1 per 3 student ratio in Honors English-Language Arts Classes)	7-8	2001	0-375-42560-8	Random House
	Webster's New World Thesaurus, Roget A-Z (1 per 5 student ratio)	7-8	1999	0-02-863122-6	MacMillan-IDG
Math	Go Math: Workbook	7	2015	978-054-4470804	Houghton Mifflin Harcourt
	Go Math: Accelerated Workbook	7	2015	978-054-4470606	Houghton Mifflin Harcourt
	Go Math: Workbook	8	2015	978-054-4470705	Houghton Mifflin Harcourt

Instructional Support Materials in the four core content areas:

High School

Discipline	Title	GL	©	ISBN	Publisher
Core Novels	<i>Anthem</i>	9	1946	0-16001	Perma-Bound
	<i>Antigone</i>	9	1958	0-16023	Perma-Bound
	<i>At Risk</i>	9	1986	0-20253	Perma-Bound
	<i>Bean Trees</i>	9	1988	0-25605	Perma-Bound
	<i>The Chosen</i>	9	1967	0-53601	Perma-Bound
	<i>I Know Why the Caged Bird Sings</i>	9	1969	1-49001	Perma-Bound
	<i>Sophocles: The Oedipus Cycle</i>	9	1977	2-19500	Perma-Bound
	<i>Picture Bride</i>	9	1987	2-34804	Perma-Bound
	<i>Raisin in the Sun</i>	9	1997	2-48801	Perma-Bound
	<i>The Tragedy of Romeo and Juliet</i>	9	1997	2-57151	Perma-Bound
	<i>A Man For All Seasons</i>	10	1990	1-88801	Perma-Bound
	<i>Cyranno de Bergerac</i>	10	1951	0-67001	Perma-Bound
	<i>Fahrenheit 451</i>	10	1953	0-94201	Perma-Bound
	<i>Grapes of Wrath</i>	10	1939	1-22201	Perma-Bound
	<i>Lord of the Flies</i>	10	1954	1-82201	Perma-Bound
	<i>Master Harold and the Boys</i>	10	1982	1-92500	Perma-Bound
	<i>McTeague</i>	10	1964	1-93376	Perma-Bound
	<i>One Flew Over the Cuckoo's Nest</i>	10	1970	2-23201	Perma-Bound
	<i>Othello</i>	10	1993	2-25801	Perma-Bound
	<i>To Kill a Mockingbird</i>	10	1960	3-03201	Perma-Bound
	<i>Bless Me, Ultima</i>	11	1972	0-33694	Perma-Bound
	<i>Bury My Heart at Wounded Knee</i>	11	1970	0-41888	Perma-Bound
	<i>Catcher in the Rye</i>	11	1951	0-47501	Perma-Bound
	<i>The Crucible</i>	11	1952	0-66101	Perma-Bound
	<i>Ethan Frome</i>	11	1970	0-91701	Perma-Bound
	<i>Great Gatsby</i>	11	1925	1-23701	Perma-Bound
	<i>Pigs in Heaven</i>	11	1993	2-35032	Perma-Bound
	<i>The Scarlet Letter</i>	11	1997	2-61401	Perma-Bound
	<i>Their Eyes Were Watching Good</i>	12	1937	2-96350	Perma-Bound
	<i>Animal Dreams</i>	12	1990	0-14893	Perma-Bound
	<i>Cry the Beloved Country</i>	12	1948	0-66301	Perma-Bound
	<i>Hamlet & Related Readings, McDougal</i>	12	1997	1-30101	Perma-Bound
	<i>Hamlet, Folger Edition</i>	12	1992	4-77120	Perma-Bound
	<i>The Joy Luck Club Ear</i>	12	1989	1-65390	Perma-Bound
<i>Les Miserables</i>	12	1964	1-98268	Perma-Bound	
<i>Of Love and Shadows</i>	12	1987	0-606-03879-5	Perma-Bound	
<i>Pride and Prejudice</i>	12	1988	2-42101	Perma-Bound	
Language Arts	Language! 3 rd Ed: Interactive Reader Book A	9-12	2005	1-59318-264-3	Sopris West
(Intervention)	Language! 3 rd Ed: Content Mastery Book A	9-12	2005	1-59318-294-5	Sopris West
	Language! 3 rd Ed: Summative Test Book A	9-12	2005	1-57035-540-1	Sopris West
	Language! 3 rd Ed: Interactive Reader Book B	9-12	2005	1-59318-322-4	Sopris West
	Language! 3 rd Ed: Content Mastery Book B	9-12	2005	1-59318-295-3	Sopris West
	Language! 3 rd Ed: Summative Test Book B	9-12	2005	1-59035-541-X	Sopris West
	Language! 3 rd Ed: Interactive Reader Book C	9-12	2005	1-59318-323-2	Sopris West
	Language! 3 rd Ed: Content Mastery Book C	9-12	2005	1-59318-296-1	Sopris West
	Language! 3 rd Ed: Summative Test Book C	9-12	2005	1-57035-542-8	Sopris West
	Language! 3 rd Ed: Interactive Reader Book D	9-12	2005	1-59318-372-0	Sopris West
	Language! 3 rd Ed: Content Mastery Book D	9-12	2005	1-59318-297-X	Sopris West
	Language! 3 rd Ed: Summative Test Book D	9-12	2005	1-59318-381-X	Sopris West
	Language! 3 rd Ed: Interactive Reader Book E	9-12	2005	1-59318-376-3	Sopris West
	Language! 3 rd Ed: Content Mastery Book E	9-12	2005	1-59318-298-8	Sopris West
	Language! 3 rd Ed: Summative Test Book E	9-12	2005	1-59318-382-8	Sopris West

Instructional Support Materials in the four core content areas:

High School

Discipline	Title	GL	©	ISBN	Publisher
Language Arts	Edge: Fundamentals, Practice Book	9-12	2014	978-12857-60476	National Geographic
(ELD)	Edge: Level A, Practice Book	9-12	2014	978-12854-40064	National Geographic
	Edge: Level B, Practice Book	9-12	2014	978-12854-43423	National Geographic
	Edge: Level C, Practice Book	9-12	2014	978-12854-43454	National Geographic
Reference Materials	Random House Webster's College Dictionary (provided at 1:3 ratio)	9-12	2001	0-375-42560-8	Random House
	Websters New World Thesaurus, Roget A-Z (provided at 1:5 ratio)	9-12	1999	0-02-863122-6	MacMillan-IDG

Sufficient Laboratory Science Equipment:

Discipline	Title	GL	©	ISBN	Publisher
Science	Earth Science: Lab Manual Student's Edition	9	2006	0-13-125898-2	Pearson/Prentice-Hall
	Biology Dynamics of Life: Lab Manual	9-12	2000	0-02-828251-5	McGraw-Hill
	BioSource Lab Program: Biology Honors	9-12	1999	0-03-052044-4	Holt, Rinehart, Winston
	Modern Chemistry: Holt ChemFile Lab Program	9-12	1999	0-03-052993-X	Holt, Rinehart, Winston

Board Agenda Item

Subject: _____ **Department:** Student Services

Public Hearing of the Elk Grove Unified School District's Annual Service Delivery/Budget Plan for Special Education

Action Requested:


The Board of Education is requested to hold an open hearing for anyone who wishes to speak to the Elk Grove Unified School District Annual Service Delivery/Budget Plan for Special Education.


Discussion:

The Elk Grove Unified School District's *Special Education Local Planning Agency (SELPA)* annually is required to develop and revise an Annual Service Delivery/Budget Plan as an additional component of the approved local plan. The Annual Service Delivery/Budget Plan includes a description of all the special education services provided by the SELPA, the nature of those services and the physical location of those services. The Annual Service Delivery/Budget Plan also identifies expected expenditures for all items required by the SELPA's service delivery plan.

Attachments are
to follow

Financial Summary:

Prepared By: Bill Tollestrup  Division Approval: Mark Cerutti ^{M.C.}

Prepared By: Bill Tollestrup Superintendent Approval: Steven M. Ladd, Ed.D. 

Agenda Item No: 10

Board Agenda Item

Supplement No. _____

Meeting Date August 19, 2014

Subject:

Department: Human Resources

Consideration and Public Notice of Elk Grove Unified School District's (EGUSD) Initial Proposal to CSEA regarding Collective Bargaining for the 2014-2015 School Year

Action Requested:

The Elk Grove Unified School District Governing Board is asked to review the Elk Grove Unified School District (EGUSD) initial proposal to California School Employees Association (CSEA) for 2014-2015 collective bargaining.

Discussion:

Pursuant to Government Code Section 3547, the following are stipulated for negotiations between a bargaining unit and the District.

1. The District's initial proposal is officially presented at a public meeting of the Governing board for public notice; and
2. A public hearing is conducted to receive public input regarding the District's initial proposal.

EGUSD's initial proposal is attached.

It is recommended that after the closure of the public hearing, the Board take action to approve the District's initial proposal to CSEA.

Financial Summary:

Prepared By: _____ Division Approval: Brandon Krueger, Ed.D. 

Prepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D. 

2014-2015 INITIAL PROPOSALS
FROM
ELK GROVE UNIFIED SCHOOL DISTRICT
TO
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

It is the intention of the District to continue to use the Interest Based Bargaining model for collective bargaining. The Local Control Funding Formula (LCFF) and Local Control Accountability Plan (LCAP) legislation represents a major overhaul to the state funding system for public education in California and the District. This legislation impacts the interests and principles that are addressed in this initial proposal including the District's continued interest in establishing budget priorities that are consistent with the District's LCAP and that are in support of the District mission to ensure student achievement and elimination of the achievement gap.

The District has an interest in meeting the statutory requirements of a fiscally solvent multi-year budget based upon the following assumptions:

- The budget will maintain a positive certification
- The budget will address and reduce the existing deficit
- Negotiated Agreements will address total compensation, including:
 - Annual step and column raises
 - Annual District payments to the independent employee retirement trust (EGBERT)
 - Annual Employer cost of 80% to 85% of medical premium costs and Dental, Vision, and Life Insurance premiums
- The budget will fund the rising cost of operations (fuel, utilities, textbooks, supplies and materials, instructional and business operations, technology.)
- Compliance with LCAP

The District has an interest in negotiating the following topics:

1. Total Compensation - Salary and Benefits

The District wishes to maintain a total compensation package that is commensurate to that of comparable local districts while maintaining the fiscal stability of the District and compliance with its LCAP. The District recognizes the cost of health and welfare benefits as an integral part of the total compensation package to be considered in conjunction with salary.

2. Duty Hours and Working Conditions (Article 8)

3. Personnel Files, Evaluations, and Probationary Period (Article 10)

4. Transfer, Assignment, Reassignment, and Promotion (Article 9)

5. Leaves (Article 17)

Agenda Item No: 11

Board Agenda Item

Supplement No. _____

Meeting Date August 19, 2014

Subject: _____ **Department:** Human Resources

Consideration and Public Notice of Elk Grove Unified School District's (EGUSD) Initial Proposal to AFSCME regarding Collective Bargaining for the 2014-2015 School Year

Action Requested:

The Elk Grove Unified School District Governing Board is asked to review the Elk Grove Unified School District (EGUSD) initial proposal to American Federation Of State, County, and Municipal Employees (AFSCME) for 2014-2015 collective bargaining.

Discussion:

Pursuant to Government Code Section 3547, the following are stipulated for negotiations between a bargaining unit and the District.

1. The District's initial proposal is officially presented at a public meeting of the Governing board for public notice; and
2. A public hearing is conducted to receive public input regarding the District's initial proposal.

EGUSD's initial proposal is attached.

It is recommended that after the closure of the public hearing, the Board take action to approve the District's initial proposal to AFSCME.

Financial Summary:

Prepared By: _____ Division Approval: Brandon Krueger, Ed.D. *BK*

Prepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D. *smj*

2014-2015 INITIAL PROPOSALS
FROM
ELK GROVE UNIFIED SCHOOL DISTRICT
TO
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES

It is the intention of the District to continue to use the Interest Based Bargaining model for collective bargaining. The Local Control Funding Formula (LCFF) and Local Control Accountability Plan (LCAP) legislation represents a major overhaul to the state funding system for public education in California and the District. This legislation impacts the interests and principles that are addressed in this initial proposal including the District's continued interest in establishing budget priorities that are consistent with the District's LCAP and that are in support of the District mission to ensure student achievement and elimination of the achievement gap.

The District has an interest in meeting the statutory requirements of a fiscally solvent multi-year budget based upon the following assumptions:

- The budget will maintain a positive certification
- The budget will address and reduce the existing deficit
- Negotiated Agreements will address total compensation, including:
 - Annual step and column raises
 - Annual District payments to the independent employee retirement trust (EGBERT)
 - Annual Employer cost of 80% to 85% of medical premium costs and Dental, Vision, and Life Insurance premiums
- The budget will fund the rising cost of operations (fuel, utilities, textbooks, supplies and materials, instructional and business operations, technology.)
- Compliance with LCAP

The District has an interest in negotiating the following topics:

1. Total Compensation - Salary and Benefits

The District wishes to maintain a total compensation package that is commensurate to that of comparable local districts while maintaining the fiscal stability of the District and compliance with its LCAP. The District recognizes the cost of health and welfare benefits as an integral part of the total compensation package to be considered in conjunction with salary.

2. Working Conditions (Article 5)

3. Leaves (Article 7)

4. Contract Clean Up

The District has an interest to continue with a sub-committee to update contract language beginning with Article 8.

Board Agenda Item

Subject: Elk Grove Unified School District Community Facilities District
2014-2015 Tax Report and Second Reading of Ordinance No. 1, 2014-2015
Division: Facilities and Planning

Action Requested: The Board, acting on behalf of the Elk Grove Unified School District Community Facilities District No. 1, is asked to (1) receive and approve the 2014-2015 Elk Grove Unified School District Community Facilities District Tax Report, (2) conduct a second reading of the Report and adopt Ordinance No. 1, 2014-2015, and (3) direct Administration to deliver the Tax Report to the Sacramento County Auditor's Office.

Discussion:
Administration has prepared the 2014-2015 Elk Grove Unified School District Community Facilities District Tax Report, which sets the tax rate for each parcel within the District. The rate is based on information on each parcel in the District and tax formulas established by the passage of Measure A. The Tax Report will be used by the County of Sacramento to prepare tax bills and collect tax revenues for the 2014-2015 tax year. The Mello-Roos Act requires that the Board, acting on behalf of the Elk Grove Unified School District Community Facilities District No. 1, adopt the Tax Report as a regular agenda item. The Act requires that the action taken by the Board is in the form of adopting an ordinance. Ordinance No. 1, 2014-2015, when adopted by the Board, allows Administration to make changes to the Tax Report in response to appeals from taxpayers, or, otherwise, in order to correct errors in the application of the special tax to particular parcels.

The Board, at the June 17, 2014, meeting, opened the hearing to receive public testimony regarding the tax. There was no testimony given. The Board then closed the meeting to public input. The Board conducted a first reading of the Ordinance No. 1, 2014-2015 (Exhibit A) and continued the item to August 19, 2014, for a second reading and adoption of the ordinance.

The 2014-2015 Tax Report continues the current and maximum tax rate of \$3.82 per month (or \$45.84 per year) for "existing" development and \$9.82 per month (or \$117.84 per year) for "future" development per equivalent taxable unit according to the manner specified in Resolution No. 27, 1986-87. Due to the March 10, 1998, bond election, future development occurring from July 1, 1998, through June 30, 2001, was assessed at \$15.00 per month (or \$180.00 per year) per taxable unit. Future development occurring from July 1, 2001, will be assessed \$16.67 per month (or \$200.00 per year) per taxable unit.

The Board-adopted and voter-approved Financial Plan allows for the appeal of the tax rate for a parcel. The Board should receive input from the public regarding appeals of a specific tax for a parcel of land only. The actual tax formula cannot be appealed since the formula was established by the electorate when they approved Measure A. All appeals should be directed to Administration for consideration and the Board should proceed with the adoption of the Tax Report and Ordinance No. 1, 2014-2015. The Tax Report will be delivered to the Sacramento County Auditor's Office no later than August 22, 2014. A summary of the revised Tax Report is attached.

Financial Summary: N/A

Prepared By: Marcia Grambusch *mg* Division Approval: Robert Pierce *RP*
Prepared By: Kim Williams *KW* Superintendent Approval: Steven M. Ladd, Ed.D. *smf*

August 19, 2014

Summary of the 2014-2015 Tax Report*

Tax Rate Description/Category	2014-2015 Tax Levy	2013-2014 Tax Levy	Percentage Change
Tax Revenue	\$14,921,413	\$14,418,698	3.5%
Parcels	102,069	100,978	1.1%
Taxable Units	132,585	129,954	2.0%
Total Dwelling Units	128,935	123,932	4.0%
Existing Dwelling Units	33,310	33,288	0.1%
Future Planned Dwelling Units	19,345	15,467	25.1%
Future Approved Dwelling Units	76,280	75,177	1.5%
Commercial/Industrial Acres	6,329	6,298	0.5%
Senior Reductions	4,114	3,964	3.8%

**Subject to update and corrections as required*

ELK GROVE UNIFIED SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 1

ORDINANCE NO. 1, 2014-2015

An Ordinance of the Board of Education of the Elk Grove Unified School District, Acting on Behalf of the Elk Grove Unified School District Community Facilities District No. 1, Approving the Elk Grove Unified School District Community Facilities District No. 1 Tax Report, Fiscal Year 2014-2015, and Levying and apportioning the Special Tax as Provided Therein.

WHEREAS, the Board of Education of the Elk Grove Unified School District (the "Board") on January 26, 1987, duly adopted its Resolution No. 27, 1986-87 (the "Resolution") reconfirming the establishment of the Elk Grove Unified School District Community Facilities District No. 1 (the "Community Facilities District") for the purpose of providing for the financing of certain facilities in and for the Community Facilities District and providing for the levy of a special tax in and for the Community Facilities District; and

WHEREAS, at elections held in the Community Facilities District on April 28, 1987, and March 10, 1998, the qualified electors therein duly authorized the levy and collection of a special tax to be used for the purpose of paying the costs of such facilities; and

WHEREAS, the Elk Grove Unified School District Community Facilities District No. 1 Tax Report, Fiscal Year 2014-2015, (the "Tax Report") has been submitted to the Board, and the Board has determined to approve the Tax Report and to levy the special tax at the rates specified in the Tax Report and to apportion them in the manner specified in the Resolution;

NOW, THEREFORE, the Board of Education of the Elk Grove Unified School District, acting on behalf of the Elk Grove Unified School District Community Facilities District No. 1, ordains as follows:

SECTION 1. The Elk Grove Unified School District Community Facilities District No. 1 Tax Report, Fiscal Year 2014-2015, in the form submitted to this meeting and on file with the Board, is hereby approved and adopted. The Superintendent and his designees are hereby authorized to make changes to the Tax Report in response to appeals from taxpayers, or, otherwise, in order to correct errors in the application of the special tax to particular parcels.

SECTION 2. Pursuant to Section 53340 of the Government Code of the State of California, the special tax is hereby levied at the rates specified in the Tax Report and is hereby apportioned in the manner specified in the Resolution (and as more particularly described in the Tax Report).

SECTION 3. The Superintendent shall deliver the Tax Report, together with a certified copy of this Ordinance, to the Auditor of the County of Sacramento no later than August 22, 2014.

SECTION 4. Pursuant to Section 53340 of the Government Code for the State of California, the special tax shall be collected by the Tax Collector of the County of Sacramento in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes.

SECTION 5. In order to have the tax levied hereby collected in the next tax collection period and thereby available to finance the facilities approved by the electors of the Community Facilities District, the Tax Report, together with an ordinance which has been duly adopted and is in effect, must be delivered to the Auditor of the County of Sacramento no later than August 22, 2014.

ELK GROVE UNIFIED SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 1

ORDINANCE NO. 1, 2014-2015

SECTION 6. The Clerk of the Board is hereby directed to cause this ordinance to be published within fifteen (15) days after its adoption in The Elk Grove Citizen, a newspaper of general circulation in the Community Facilities District.

PASSED AND ADOPTED by the Board of Education of the Elk Grove Unified School District this 19th day of August 2014 by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

President of the Board of Education of the
Elk Grove Unified School District

ATTEST:

Clerk of the Board of Education of
the Elk Grove Unified School District

Board Agenda Item

Subject:

Division: Facilities and Planning

Education Code Section 17556, et seq.: Consideration of Resolution of Intent to Convey Various Easements to the Tokay Park Water Company.

Action Requested:

The Board of Education is asked to (1) adopt Resolution # 5, 2014-15, Intent to Convey Various Easements to the Tokay Park Water Company, and (2) to set a public hearing on September 2, 2014, at 9510 Elk Grove-Florin Road, in the Board Room at 6:00 p.m.

Discussion:

The Tokay Park Water Company has requested that the District convey a Well and Pipeline Easement, a Fifty-foot Radius Control Zone Easement, and a Temporary Construction Easement at Samuel Kennedy Elementary School, as described in the Agreement for Acquisition of Easement with Exhibits (Attached).

These easements will allow the installation of a new potable water production well which will serve the community. Tokay Water Company will pay the District \$4,700.00, based on a mutually agreed upon appraisal, and reimburse up to \$5,000.00 of District's legal expenses related to the easements.

The Resolution of Intention must be adopted by a 2/3 vote by the Board and must be published and posted as prescribed by law.

Financial Summary:

Not applicable.

Prepared By: _____ Division Approval: Robert Pierce *RP*

Prepared By: William Heinicke *WH* Superintendent Approval: Steven M. Ladd, Ed.D. *SWL*

File:

BEFORE THE BOARD OF EDUCATION
OF THE ELK GROVE UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 5

IN RE THE MATTER OF)	RESOLUTION OF INTENTION TO
CONVEYING PERMANENT)	CONVEY VARIOUS PERMANENT
EASEMENTS FOR USE TO THE)	EASEMENTS TO THE TOKAY PARK
TOKAY WATER COMPANY)	WATER COMPANY
)	
_____)	

WHEREAS, the Elk Grove Unified School District (“District”) is the owner of certain real property designated as APN 043-0011-001, in the City of Sacramento, Sacramento County, California upon which Samuel Kennedy Elementary School is located (“Property”); and

WHEREAS, the Tokay Park Water Company, a Non-Profit Mutual Water Company (“Company”) desires to construct a new potable water production well to meet State water quality standards and for the benefit of the community; and

WHEREAS, an Agreement for Acquisition of Easements (attached) defines the terms, rights and obligations by which three (3) easements (as described below, the “Easements”) are to be granted; and

WHEREAS, the Agreement for Acquisition of Easements describes the Easement for 20-Foot Well and Pipeline, and describes the Easement for Fifty-foot Radius Control Zone; and

WHEREAS, in order to facilitate the construction of the well, the District desires to grant to the Company a Temporary Construction Easement further described in the Agreement for Acquisition of Easements; and

WHEREAS, the Easements are not now and will not at the time of delivery of possession to the Company be needed exclusively for classroom or other purposes by the District; and

WHEREAS, it is in the best interest of the District to convey the Easements to the Company in that the Company will construct and maintain the public utilities therein in order to

serve the neighboring community; and

WHEREAS, District and the Company have mutually agreed on an appraised value of \$4,700.00 (four thousand, seven hundred dollars) for the easements and Company will pay that amount to the District; and

WHEREAS, the Company will reimburse the District up to \$5,000.00 (five thousand dollars) for District's legal expenses related to the easements.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Education Code section 17556, et seq., it is the intention of the District to convey said Easements to the Company pursuant to the Agreement;

BE IT FURTHER RESOLVED that the 2nd day of September, 2014, at the hour of 6:00 p.m., or as soon thereafter as the matter can be heard, being a time not less than ten (10) days after the adoption of this Resolution, is the time set for the public meeting of the Board of Education hereof held at its regular place of meeting for a public hearing upon the question of conveying said Easements at which time any person interested thereon may appear and may be heard thereon.

BE IT FURTHER RESOLVED that notice of adoption of this Resolution be given by posting a true copy of this Resolution in three public places in the District not less than ten (10) days before the date of the public hearing as aforesaid fixed;

BE IT FURTHER RESOLVED that notice of said public meeting of aforesaid be given by publication in a newspaper of general circulation, published by the District, or in a newspaper published in the county in which the District or any part thereof is situated and having a general circulation in the District, not less than five (5) days before the date of the public hearing as aforesaid fixed.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

The foregoing Resolution was adopted at a meeting of the Board of Education of the Elk Grove Unified School District on August 19, 2014, by the following two-thirds vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President
Board of Education
Elk Grove Unified School District

Member

Member

Member

Member

Member

Member

ATTEST:

Clerk
Board of Education
Elk Grove Unified School District

Attachment
Agreement for Acquisition of Easements

Project: Tokay Park Water Company - New Potable Water Production Well
Parcel No.: 043-0011-001
Escrow #: _____
Title Company: _____
Date of Preliminary Title Report: _____

Grantor: Elk Grove Unified School District

Grantee: Tokay Park Water Company, a Non-Profit Mutual Water Company

AGREEMENT FOR ACQUISITION OF EASEMENTS

WHEREAS, the above-named Grantor (hereafter referred to as the "District") owns the real property designated as APN 043-0011-001, in the City of Sacramento, Sacramento County, California, upon which Samuel Kennedy Elementary School is located (hereafter referred to as the "Property") and described in the easement deeds relating to the Property attached hereto as Exhibits "A", "B", and "C" (each, an "Easement Deed" and collectively, the "Easement Deeds"); and

WHEREAS, District desires to convey and the Tokay Park Water Company (hereafter referred to as the "Company") desires to acquire easements in the Property (hereafter referred to as the "Easements") as described in the Easement Deeds, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the rights and obligations set forth below, District and Company mutually agree as follows:

1. Execution and Delivery of Agreement and Easement Deeds. Company shall open an escrow with the title company identified above (hereafter referred to as the "Escrow Holder"). As a condition precedent to this Agreement, Company shall provide to District any required permits from the State Water Resources Control Board with respect to its appropriation of water under the Easements, or warrant that no such permits are required. Upon execution of this Agreement by both parties, District shall execute and deliver the Easement Deeds to the Escrow Holder.

2. Compensation. District is conveying the Easements to Company for value as follows:

(a) Market value of the portion of the District property to be acquired in a permanent well and pipeline easement, a permanent 50-foot radius control zone easement, and a temporary construction easement, of \$4,700.00 (four thousand, seven hundred dollars), as established by a mutually agreed upon property appraisal; and

(b) Up to \$5,000.00 (five thousand dollars) for District's legal costs.

3. Escrow. Unless extended by the mutual agreement of both parties, the escrow shall close thirty (30) days after execution of this Agreement by both parties. The close of escrow is further conditioned on the Easements being conveyed to Company free and clear of all rights, restrictions, easements, impediments, encumbrances, liens, assessments or other security interests of any kind, except: (a) covenants, conditions, restrictions and reservations of record specifically identified on Exhibit "D" attached hereto, if any; and (b) easements or rights-of-way for public roads or public utilities, if any.

Upon the close of escrow, the Escrow Holder shall record the Easement Deeds in the Recorder's Office for Sacramento County. Title to the Easements shall pass to Company immediately upon close of escrow, as described above.

This Agreement may serve in whole or in part as escrow instructions. The issuance of any further escrow instructions shall be the sole responsibility of the Company. District agrees to execute such additional documents as may be reasonably necessary to consummate the conveyance herein contemplated.

4. Title Insurance. Company may obtain a CLTA extended coverage owner's policy of title insurance insuring that clear title to the Easements is vested in Company upon recording of the Easement Deeds.

5. Fees. The Company shall pay all escrow, recording and title insurance fees incurred in this transaction.

6. Possession and Use of the Easements; Improvements; Utilities; Access.

(a) Company shall have the right, at its sole cost and expense, to construct and install Company's water well improvements ("Improvements") on the easement areas shown in the Easement Deeds ("Easement Area") as are necessary to operate the water well. Company shall have the right to alter, replace, expand, enhance and upgrade Company's improvements during the term of the Easements, provided, however, that no expansion of the Easement Area is contemplated under this Section 6(a) without the prior written consent of District. All of Company's construction and installation work shall be performed in a good and workmanlike manner. Company shall cause all construction and installation work to occur lien-free and in compliance with all applicable laws and ordinances, and shall promptly discharge or bond any mechanic's lien or stop notice filed or recorded against the Property, including, but not limited to, the Easement Area. Company agrees that its construction and installation activities shall not unreasonably interfere with District's programs or activities on the Property or jeopardize the safety or health of students, employees, agents, invitees or licensees of District. Furthermore, the location, color, design, materials and height of any buildings, facilities or structures which Company wishes to construct or install or modify on the Easement Area shall first be subject to District's reasonable approval.

(b) Subject to District's approval of the location, color, design, materials and height, which will not be unreasonably withheld, Company, at its sole cost and expense, shall construct a fence or other appropriate means of restricting access to

Company's Improvements, provided, however, that District shall be provided with an access key to Company's Improvements for use in the case of emergencies or as necessary to protect the Property.

(c) Company shall, at Company's sole cost and expense, keep and maintain Company's Improvements now or hereafter located on or about the Easement Area in good order and repair throughout the term of this Easements and shall police and secure the Easement Area and Improvements on a regular basis. In addition, Company shall provide a lockable lid covering the water well opening(s), which Company shall keep secured at all times.

(d) Company shall ensure that all of Company's construction and installation activities and any of the Improvements and equipment which are now or hereafter located on or about the Easement Area shall not emit noise in excess of fifty (50) decibels (dB), measured from the nearest District building or facility located on the Property to the Easement Area, unless such construction activities occur when school is not in session. [Notwithstanding the foregoing, the Company has commenced construction of certain facilities pursuant to the Temporary Construction Easement, for [] days after the date of this Agreement, and the Company may complete those construction activities necessary to put the water well in service without regard to this noise limitation, provided that such construction activities occur in accordance with all other laws, ordinances, permits, or mitigation measures regarding construction-related noise.]

(e) Company acknowledges and agrees that any pumps used in conjunction with the water well shall only be operated using electric motors. Company further acknowledges and agrees that Company is prohibited from using any pumps or electric generators that operate with or use diesel or other petroleum fuels.

(f) District has no obligation to furnish any public utilities or other services to the Easement Area. Company shall have the right to install necessary public utilities, at Company's sole cost and expense. District agrees to use reasonable efforts in assisting Company to acquire necessary public utility service. If Company elects to install such public utilities, Company at its sole cost shall install separate meters for utilities used on the Easement Area by Company. District shall not be held liable for any variation, interruption or failure of such utilities.

(g) Company shall bear sole responsibility and assume the entire costs for the maintenance, repair or replacement of any trees, shrubbery, or other plantings, fences, walls, roads, utilities, buildings, facilities, irrigation or drainage systems or other underground pipes or related appurtenances thereto, or structures located anywhere on the Property that are injured, damaged, displaced or destroyed at any time by the Company's use of the Easement Area and/or the construction and/or installation of the Improvements thereon. Company shall promptly perform such maintenance, repair and replacement to the reasonable satisfaction of District, or, if required by District, Company shall pay District an amount, as reasonably determined by District, sufficient to compensate for the loss sustained by District as a result of such injury, damage, displacement or destruction.

(h) Except as specifically set forth herein, the Company shall have 24-hours-a-day, 7-days-a-week access to the Easement Area by way of the access road described in the Easement Deeds ("Access Road"). Company hereby acknowledges and agrees that the Access Road shall be the sole means of the Company's ingress and egress access to the Easement Area and, except for such alternative access that is currently being used pursuant to the Temporary Construction Easement, which such access shall terminate upon completion of current construction activities under the Temporary Construction Easement. Subsequent to the completion of current construction activities under the Temporary Construction Easement, the Company shall not access the Easement Area by entering onto or passing over any other portion of the Property without the prior written consent of District. The Company's use of the Access Road shall be non-exclusive except to the extent that no conflicting utilities may be placed within the Easement Area. Any other parties' use of such Access Road for ingress and egress or non-conflicting utility purposes shall not be deemed a violation or infringement of Company's rights hereunder.

(i) Company shall provide a proposed work schedule for District's approval for any construction or installation work during the term of the Easements that requires the use of heavy equipment. Company shall use reasonable efforts to notify District when any of the Company's employees or contractors will be entering the Easement Area or Property to construct or install the Improvements. Notwithstanding the foregoing, in the event of an emergency, the Company shall have access to the Easement Area twenty-four (24) hours a day, seven (7) days a week, without District's prior notice, however, Company shall notify District as soon as reasonably possible. All such Access shall be conducted so as not to cause any unreasonable disruption on the Property.

(j) Company shall, at Company's sole cost and expense, comply with all applicable state, local and federal safety laws, rules, regulations, and orders in the operation, construction and/or installation of the Improvements. If any license, permit, or other governmental authorization is required for the operation, construction and/or installation of the Improvements, Company shall procure and maintain at its sole cost and expense any such license, permit or other governmental authorization prior to the commencement of any construction or installation activities in the Easement Area.

7. Eminent Domain. It is mutually understood that the acquisition of the Easements by Company is for a public purpose, and therefore, the Easements are otherwise subject to taking by the power of eminent domain.

8. Amendment. This agreement may be modified, changed, or rescinded only by an instrument in writing executed by the parties hereto.

9. No Leases. District warrants that there are no leases, except as disclosed on Exhibit "E" attached hereto, on all or any portion of the Property, and the District further agrees to hold the Company harmless and reimburse the Company for any of its losses and expenses occasioned by reason of any lease of all or any portion of the Property, other than as disclosed on Exhibit "E."

10. District's Representations. District makes the following representations:

- A. District owns full legal title to the Property, and has full power and authority to convey all property rights described herein to Company.
- B. To the best of District's current knowledge, without any duty to investigate, there is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Property, or any portion thereof, or pending or threatened against District which could (1) affect District's title to the Property, or any portion thereof, or (2) subject an owner of the Easements, or any portion thereof, to liability.
- C. To the best of District's current knowledge, without any duty to investigate, there are no uncured notices which have been served upon District from any governmental agency notifying District of any violations of law, ordinance, rule or regulation which would affect the Easements or any portion thereof.
- D. District has no current knowledge, without any duty to investigate, of the production, storage, disposal, presence, observance or release of any substance, material, waste or other pollutant or contaminant that is or becomes designated, classified and/or regulated as hazardous or toxic under any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted (hereafter referred to as "Hazardous Substances") in, upon, about or below the Property.
- E. To the best of District's current knowledge, without any duty to investigate, there are no notices or other information giving District reason to believe that any conditions existing on the Property or in the vicinity thereof subject or could subject an owner of the Easements to potential liabilities under any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement that pertains to the regulation of Hazardous Substances and/or the protection of public health and safety or the environment, including, but not limited to, the ambient air, soil, soil vapor, groundwater, surface water or land use (hereafter referred to as "Environmental Laws").
- F. District has no current knowledge, without any duty to investigate, of any violation of any Environmental Laws arising out of District's ownership or use of the Property, nor of any legal, administrative or other action or proceeding, pending or threatened, affecting the Property and relating to environmental compliance.
- G. To the best of District's current knowledge, without any duty to investigate, there is no license, permit, option, right of first refusal or other agreement, written or oral, which affects the Easements or any portion thereof.
- H. To the best of District's current knowledge, without any duty to investigate, conveyance of the property rights described herein will not constitute a breach or default under any agreement to which District is bound and/or to which the Property is subject.

Each of the above representations is material and is relied upon by Company. Each of the above representations shall be deemed to have been made as of the date that the Easement Deeds are recorded, and shall survive the recording of the Easement Deeds by a period of one year following the date that the Easement Deeds are recorded. If, before the recording of the Easement Deeds, District discovers any information or facts that would materially change any of these representations, District shall immediately give notice to Company of such facts and information. If any of the foregoing representations cease to be true before the recording of the Easement Deeds, District shall be obligated to disclose the problem before the recording of the Easement Deeds.

11. Mutual Indemnification. District shall indemnify and hold harmless Company from and against all actions or claims against Company, its officers, agents, employees or volunteers, for any and all loss or expense, including reasonable attorneys' fees, sustained by Company by virtue of any injuries or damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this Agreement, except to the extent such actions or claims are the result of negligence or willful misconduct by the Company, its officers, agents or employees and except for actions or claims alleging a dangerous condition of Company property which arise out of the acts, negligence, or failure to act by the Company, its officers, agents or employees which are not created by a District employee or District invitee.

Company shall indemnify and hold harmless District from and against all actions or claims against District, its officers, agents, employees or volunteers for any and all loss or expense, including reasonable attorneys' fees, sustained by District by virtue of any injuries or damages to any person(s), firm or corporation or to any property arising out of the performance of this Agreement, except to the extent such actions or claims are the result of negligence or willful misconduct by the District, its officers, agents or employees and except for actions or claims alleging a dangerous condition of District property which arise out of the acts, negligence, or failure to act by the District, its officers, agents or employees which are not created by a Company employee or Company invitee.

The indemnification provisions contained in this Agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including claims, losses, damages, charges or expenses caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.

Each party shall establish procedures to notify the other party, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this Agreement. Nothing set forth in this Agreement shall establish a standard of care for or create any legal rights for any person not a party to this Agreement.

The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement and the recording of the Easement Deed attached hereto.

12. Notices. Any notice that either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by regular U.S. Mail, to the following address:

To Company

Tokay Park Water Company

Attn: _____

To District

Elk Grove Unified School District
Attn: Robert Pierce, Associate Superintendent
9510 Elk Grove-Florin Road
Elk Grove, CA 95624

13. Recording. Either party may record this Agreement in the Recorder's Office for Sacramento County.

14. Binding on Successors. This Agreement shall be binding on and shall inure to the benefit of the Company and District, and their respective successors, assigns, and their past, present and future officers, employees and agents; provided that this Agreement may only be assigned with the written consent of both parties, and any attempt to assign this Agreement without such consent shall be void.

15. Entire Agreement. The parties have herein set forth the whole of their Agreement. All prior oral discussions, representations, and/or agreements, if any, are specifically superseded by this Agreement, which is intended by the parties to contain all of the terms and conditions agreed to by them with regard to acquisition of the Easements by Company.

16. Authority. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity shall thereby be obligated to perform the terms of this Agreement. Each party shall provide evidence of such authorization if requested to do so by the other party.

17. Fingerprinting Requirements. Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering to determine that they have not been convicted of a serious or violent felony. If the District determines that more than limited contact with students will occur during the performance of any services by a Company contractor, the contractor will not perform services until all employees providing services

have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to District.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

Elk Grove Unified School District,
a political subdivision of the State of California

By: _____

Print name: _____

Title: _____

Dated: _____

TOKAY PARK WATER COMPANY, a municipal corporation

By: _____

Print name: _____

Title: _____

Dated: _____

Exhibit "A"
Easement For 20-Foot Well And Pipeline

Following 4 pages

WHEN RECORDED RETURN TO:

**REAL ESTATE DIVISION
COUNTY OF SACRAMENTO
3711 Branch Center Road
Sacramento, CA 95827
Mail Code 63-002**

No Fee Document - Per Government Code 27383
No Document Transfer Tax - Per R & T Code 11922

Okay to Accept by

Signature & Date:

Print Name & Dept:

APN:

Project Name & Dept:

THIS SPACE FOR RECORDER'S USE ONLY

EASEMENT FOR 20-FOOT WELL AND PIPELINE

Elk Grove Unified School District

under terms of the Agreement For Acquisition of Easements, attached hereto as Exhibit "C", does hereby grant to the Tokay Park Water Company, a Non-Profit Mutual Water Company, (hereinafter referred to as "Company"), for the purpose of installation, construction, reconstruction, maintenance, repair, and operation of a potable water production well, and related appurtenances and work auxiliary thereto, a 20-Foot Well and Pipeline easement over that certain real property in the County of Sacramento, State of California, bounded and described as follows, to-wit:

SEE EXHIBITS "A" and "B" attached hereto and made a part hereof;

together with the perpetual right and privilege of flowing water in, through, and along said pipeline in such amounts and at such times as Company shall deem necessary, and the perpetual right of ingress to and egress from said property, for the purpose of exercising and performing all of the rights and privileges herein granted.

Warrant of Signature Authority. The Grantor warrants the signature appearing on this instrument of real property (i.e. Easement Deed, Grant Deed, Quit Claim Deed) has the legal and requisite signatory authority for the conveyance of Grantor's real property interest. Further, the Parties acknowledge and agree that this Grantee, which is a public entity, is relying on said Warrant of Signature Authority when accepting this real property instrument for recordation.

Dated this _____ day of _____, 20____

Elk Grove Unified School District

By: _____

**Robert Pierce
Associate Superintendent of Facilities & Planning**

RED File No. _____

LOG No. _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

<p>STATE OF _____) COUNTY OF _____)</p> <p>On _____ before me, _____, notary public, <small style="margin-left: 20px;">date</small> <small style="margin-left: 150px;">name of notary officer</small></p> <p>personally appeared _____, <small style="margin-left: 100px;">name(s) of signer(s)</small></p> <p>_____</p> <p style="margin-left: 40px;">who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p style="margin-left: 40px;">I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.</p> <p style="margin-left: 40px;">WITNESS my hand and official seal.</p> <p style="margin-left: 40px;">_____ Signature of Notary</p>	<p style="text-align: center;">-----OPTIONAL SECTION-----</p> <p>CAPACITY CLAIMED BY SIGNER</p> <p>Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.</p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER(S)</p> <hr/> <p style="text-align: center;">Title(s)</p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: _____</p> <hr/> <p>SIGNER IS REPRESENTING: Name of Person(s) or entity(ies)</p> <p>_____</p> <p>_____</p>
<p>OPTIONAL SECTION:</p> <p>TITLE OR TYPE OF DOCUMENT: _____</p> <p>DATA REQUESTED HERE IS NOT REQUIRED BY LAW. NUMBER OF PAGES _____ DATE _____</p> <p>SIGNER(S) OTHER THAN NAMED ABOVE _____</p>	

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the Tokay Park Water Company, a Non-Profit Mutual Water Company, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. _____ of the Board of Directors of said Company adopted on _____, 2014, and the Grantee consents to recordation thereof by its duly authorized officer.

 Director of Tokay Park Water Company _____
 Date

LOG No. _____

**Exhibit A
Legal Description
For 20 Foot Well and Pipeline Easement**

The Property described herein is located in Section 34, Township 8 North, Range 5 East, M.D.M. County of Sacramento, State of California, and is a portion of Samuel Kennedy Elementary School, Assessor Parcel Number 043-0011-002.

Said easement being described as follows:

Beginning at a Point on the Easterly line of aforesaid Parcel of Land said Point being the Southwest corner of that certain Parcel of Land Owned by Southgate Recreation District Park Assessor Parcel Number 043-0240-089; And being common to the Northwest corner of that certain Parcel of Land Recorded in Book 20130903 of Deeds at Page 0493 on file in the Office of the Recorder, County of California, State of California.

Thence from the Point of Beginning the following four (4) courses:

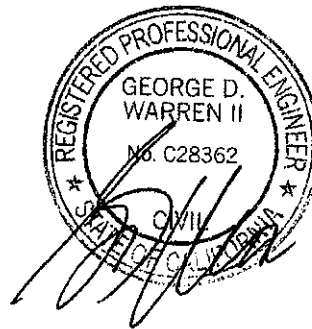
1. North 76°18'58" West 65.69 feet;
2. North 13°41'02" East 20.00 feet;
3. South 76°18'58" East 60.62 feet to the Easterly line of aforesaid Samuel Kennedy Elementary School;
4. Along said Easterly line South 00°31'40" East 20.00 feet to the Point of Beginning.

Containing: 120.00 square feet or 0.03 acres

End of Description

The basis of bearing for this description is identical to that certain Plat of Florin Glen filed in Book 115 of Maps at Page 8, on file in the Office of the Recorder, County of California, State of California.

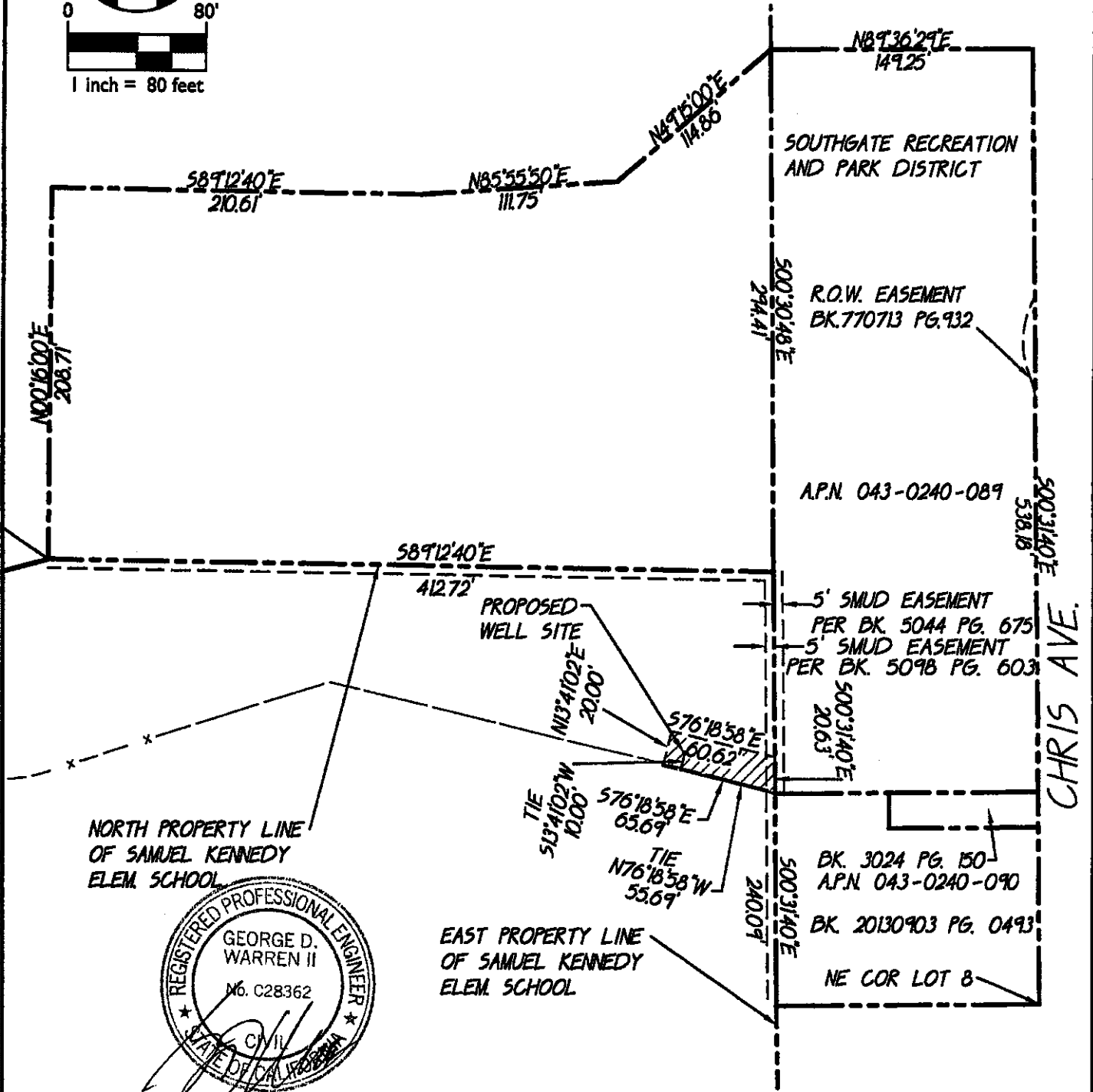
Prepared by: Warren Land Surveying, Inc.
1117 Windfield Way, Ste. 110
El Dorado Hills, CA 95762



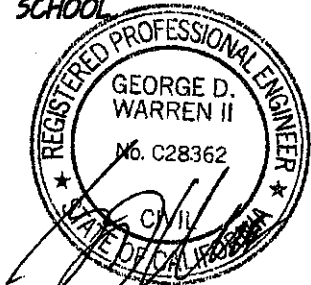
JOB NO.
14-068
DATE
5-29-14



1 inch = 80 feet



NORTH PROPERTY LINE
OF SAMUEL KENNEDY
ELEM. SCHOOL



EAST PROPERTY LINE
OF SAMUEL KENNEDY
ELEM. SCHOOL

EXHIBIT "B"

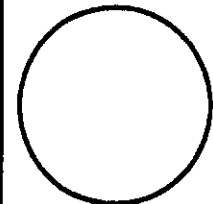
20' WELL AND PIPELINE
EASEMENT AT
SAMUEL KENNEDY
ELEMENTARY SCHOOL

WARREN LAND SURVEYING, INC.

1117 Windfield Way, Suite 110
El Dorado Hills, CA. 95762
916-985-1870

SACRAMENTO COUNTY

CALIFORNIA



SCALE
AS NOTED

Exhibit "B"
Easement For 50-Foot Radius Control Zone

Following 4 pages

WHEN RECORDED RETURN TO:

**REAL ESTATE DIVISION
COUNTY OF SACRAMENTO
3711 Branch Center Road
Sacramento, CA 95827
Mail Code 63-002**

**No Fee Document - Per Government Code 27383
No Document Transfer Tax - Per R & T Code 11922**

Okay to Accept by

Signature & Date: _____

Print Name & Dept: _____

APN: _____

Project Name & Dept: _____

THIS SPACE FOR RECORDER'S USE ONLY

EASEMENT FOR 50-FOOT RADIUS CONTROL ZONE

Elk Grove Unified School District

under terms of the Agreement For Acquisition of Easements, attached hereto as Exhibit "C", does hereby grant to the Tokay Park Water Company, a Non-Profit Mutual Water Company, (hereinafter referred to as "Company"), for the purpose of installation, construction, reconstruction, maintenance, repair, and operation of a potable water production well, and related appurtenances and work auxiliary thereto, a 50-Foot Radius Control Zone easement over that certain real property in the County of Sacramento, State of California, bounded and described as follows, to-wit:

SEE EXHIBITS "A" and "B" attached hereto and made a part hereof;

thus establishing protection from sources of contamination, specifically and as a minimum, prohibiting the following to exist within the well site control zone so established: animal enclosures such as for dogs, chickens, or grazing animals; application of pesticides without prior written approval of the Sacramento County Department of Health; dumping, spilling or disposing of petroleum products; and conveyance of waste or storm water, including ditches within the control zone.

Warrant of Signature Authority. The Grantor warrants the signature appearing on this instrument of real property (i.e. Easement Deed, Grant Deed, Quit Claim Deed) has the legal and requisite signatory authority for the conveyance of Grantor's real property interest. Further, the Parties acknowledge and agree that this Grantee, which is a public entity, is relying on said Warrant of Signature Authority when accepting this real property instrument for recordation.

Dated this _____ day of _____, 20____

Elk Grove Unified School District

By: _____

**Robert Pierce
Associate Superintendent of Facilities & Planning**

RED File No. _____

LOG No. _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____) COUNTY OF _____) On _____ before me, _____, notary public, <small style="margin-left: 20px;">date</small> <small style="margin-left: 150px;">name of notary officer</small> personally appeared _____, <small style="margin-left: 100px;">name(s) of signer(s)</small> _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. _____ Signature of Notary	<p style="text-align: center;">-----OPTIONAL SECTION-----</p> <p>CAPACITY CLAIMED BY SIGNER</p> <p>Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.</p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER(S)</p> <hr/> <p style="text-align: center;">Title(s)</p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: _____</p> <hr/> <p>SIGNER IS REPRESENTING: Name of Person(s) or entity(ies)</p> <p>_____</p> <p>_____</p>
---	---

OPTIONAL SECTION:	TITLE OR TYPE OF DOCUMENT: _____
DATA REQUESTED HERE IS NOT REQUIRED BY LAW.	NUMBER OF PAGES _____ DATE _____
	SIGNER(S) OTHER THAN NAMED ABOVE _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the Tokay Park Water Company, a Non-Profit Mutual Water Company, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. _____ of the Board of Directors of said Company adopted on _____, 2014, and the Grantee consents to recordation thereof by its duly authorized officer.

 Director of Tokay Park Water Company

 Date

LOG No. _____

**Exhibit A
Legal Description
50 foot Radius Control Zone Easement**

The Property described herein is located in Section 34, Township 8 North, Range 5 East, M.D.M. County of Sacramento, State of California, and is a portion of Samuel Kennedy Elementary School, Assessor Parcel Number 043-0011-002.

Said easement being described as follows:

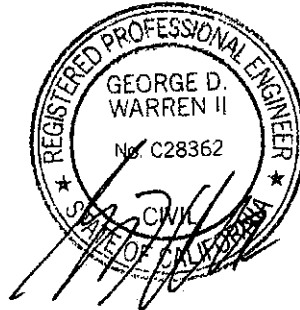
The radius point of said 50 foot radius bears the following 2 courses from a Point on the Easterly line of aforesaid parcel of land said point being the Southwest corner of that certain Parcel of Land Owned by Southgate Recreation District Park Recorded on Assessor Parcel Number 043-0240-089, said corner being common to the Northwest corner of that certain Parcel of Land Recorded in Book Book 20130903 of Deeds at Page 0493 on file in the Office of the Recorder, County of California, State of California.

1. From said common corner North 76°18'58" West 55.69 feet;
2. North 13°41'02" East 10.00 feet to the aforesaid radius point.

End of Description

The basis of bearing for this description is identical to that certain Plat of Florin Glen filed in Book 115 of Maps at Page 8, on file in the Office of the Recorder, County of California, State of California.

Prepared by: Warren Land Surveying, Inc.
1117 Windfield Way, Ste. 110
El Dorado Hills, CA 95762



JOB NO.
14-068
DATE
5-29-14

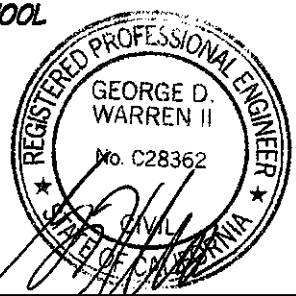
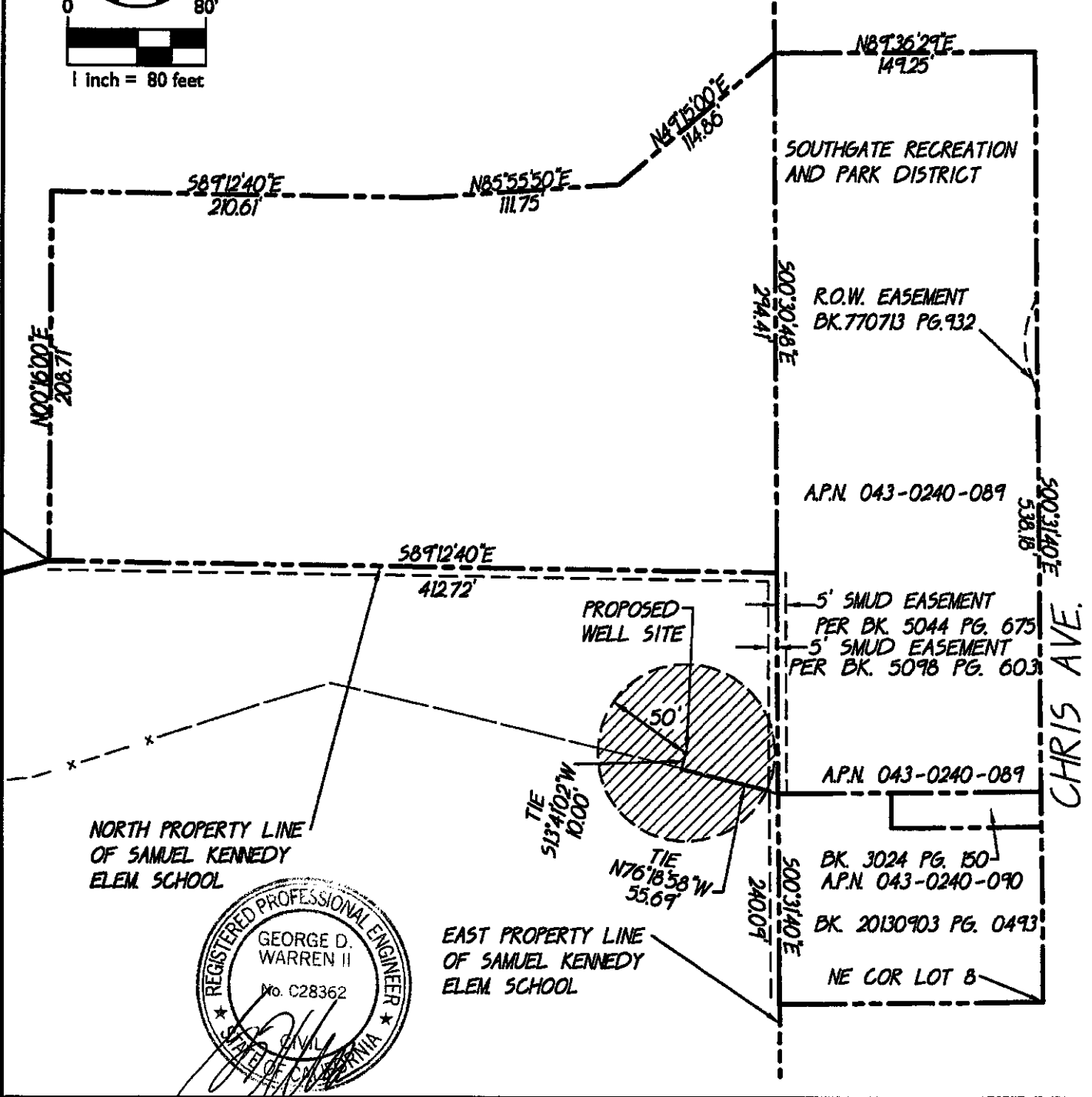
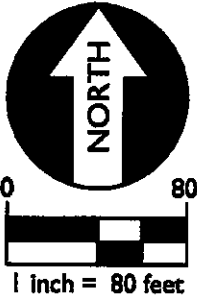
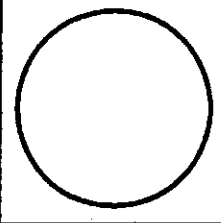


EXHIBIT "B"



WARREN LAND SURVEYING, INC.
1117 Windfield Way, Suite 110
El Dorado Hills, CA. 95762
916-985-1870

50' RADIUS CONTROL ZONE EASEMENT AT SAMUEL KENNEDY ELEMENTARY SCHOOL



SCALE AS NOTED

Exhibit "C"
Temporary Construction Easement

Following 4 pages

WHEN RECORDED RETURN TO:

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COUNTY OF SACRAMENTO
3711 Branch Center Road
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Okay to Accept by

Signature & Date:

Print Name & Dept:

APN:

Project Name & Dept:

THIS SPACE FOR RECORDER'S USE ONLY

TEMPORARY CONSTRUCTION EASEMENT

Elk Grove Unified School District

under terms of the Agreement For Acquisition of Easements, attached hereto as Exhibit "C", does hereby grant to the Tokay Park Water Company, a Non-Profit Mutual Water Company, (hereinafter referred to as "Company"), for the purpose of installation, construction, reconstruction, maintenance, repair, and operation of a potable water production well, and related appurtenances and work auxiliary thereto, a Temporary Construction Easement over that certain real property in the County of Sacramento, State of California, bounded and described as follows, to-wit:

SEE EXHIBITS "A" and "B" attached hereto and made a part hereof;

granted for Company's exclusive use for construction only and shall have a duration only as necessary for the completion of all construction activities referenced herein. The Temporary Construction Easement shall expire no later than six (6) months after commencement of construction activities, which shall commence no later than [DATE], not including periods of delay caused by strikes, labor disputes, acts of God, or other causes affecting construction at subject real property beyond the reasonable control of Company. Upon termination of the easement, the easement shall be deemed vacated and shall be extinguished. The real property shall no longer be burdened with the construction easement described herein..

Warrant of Signature Authority. The Grantor warrants the signature appearing on this instrument of real property (i.e. Easement Deed, Grant Deed, Quit Claim Deed) has the legal and requisite signatory authority for the conveyance of Grantor's real property interest. Further, the Parties acknowledge and agree that this Grantee, which is a public entity, is relying on said Warrant of Signature Authority when accepting this real property instrument for recordation.

Dated this ____ day of _____, 20__

Elk Grove Unified School District

By: _____

**Robert Pierce
Associate Superintendent of Facilities & Planning**

RED File No. _____

LOG No. _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____) COUNTY OF _____) On _____ before me, _____, notary public, <small style="margin-left: 20px;">date</small> <small style="margin-left: 150px;">name of notary officer</small> personally appeared _____, <small style="margin-left: 100px;">name(s) of signer(s)</small> _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. _____ Signature of Notary	<p style="text-align: center;">-----OPTIONAL SECTION-----</p> <p>CAPACITY CLAIMED BY SIGNER</p> <p>Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.</p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER(S)</p> <p>_____</p> <p style="text-align: center;">Title(s)</p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: _____</p> <p>_____</p> <p>_____</p> <p>SIGNER IS REPRESENTING: Name of Person(s) or entity(ies)</p> <p>_____</p> <p>_____</p>
<p>OPTIONAL SECTION:</p> <p>TITLE OR TYPE OF DOCUMENT: _____</p> <p>DATA REQUESTED HERE IS NOT REQUIRED BY LAW. NUMBER OF PAGES _____ DATE _____</p> <p>SIGNER(S) OTHER THAN NAMED ABOVE _____</p>	

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the Tokay Park Water Company, a Non-Profit Mutual Water Company, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. _____ of the Board of Directors of said Company adopted on _____, 2014, and the Grantee consents to recordation thereof by its duly authorized officer.

 Director of Tokay Park Water Company

 Date

LOG No. _____

**Exhibit A
Legal Description
Temporary Construction Easement**

The Property described herein is located in Section 34, Township 8 North, Range 5 East, M.D.M. County of Sacramento, State of California, and is a portion of Samuel Kennedy Elementary School, Assessor Parcel Number 043-0011-002.

Said easement being described as follows:

Beginning at a point of the Easterly line of aforesaid Parcel of Land said point being the Southwest corner of that certain Parcel of Land Owned by Southgate Recreation District Park Assessors Parcel Number 043-0240-089, said corner being common to the Northwest corner of that certain Parcel of Land Recorded in Book 20130903 of Deeds at Page 0493 on file in the Office of the Recorder, County of California, State of California.

Thence from the Point of Beginning the following four (4) courses:

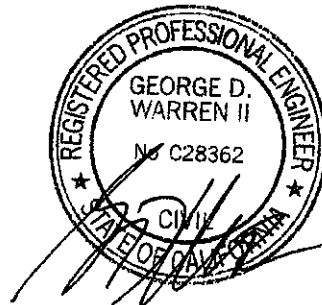
1. South 89°29'34" West 150.00 feet;
2. North 00°31'40" West 120.00 feet;
3. North 89°29'34" East 150.00 feet to the Easterly line of aforesaid Samuel Kennedy Elementary School;
4. Along said Easterly line South 00°31'40" East 120.00 feet to the Point of Beginning.

Containing: 18,000.00 square feet or 0.41 acres

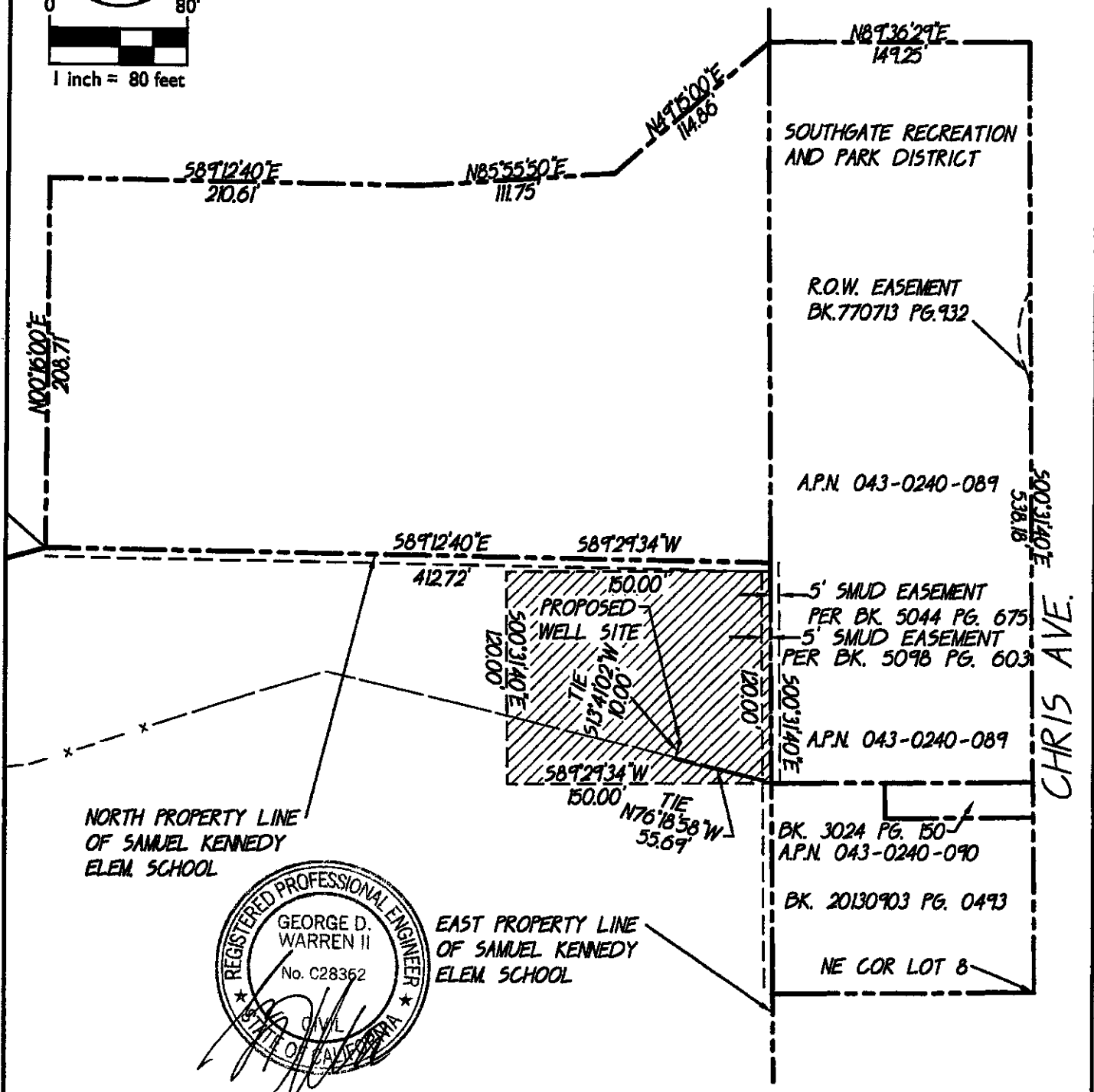
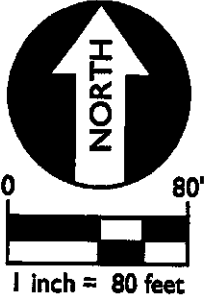
End of Description

The basis of bearing for this description is identical to that certain Plat of Florin Glen filed in Book 115 of Maps at Page 8, on file in the Office of the Recorder, County of California, State of California.

Prepared by: Warren Land Surveying, Inc.
1117 Windfield Way, Ste. 110
El Dorado Hills, CA 95762



JOB NO.
14-068
DATE
5-29-14



NORTH PROPERTY LINE
OF SAMUEL KENNEDY
ELEM. SCHOOL

EAST PROPERTY LINE
OF SAMUEL KENNEDY
ELEM. SCHOOL

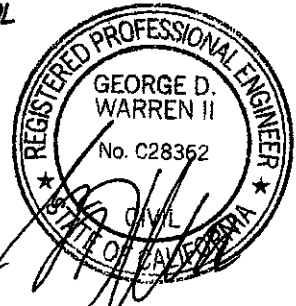


EXHIBIT "B"



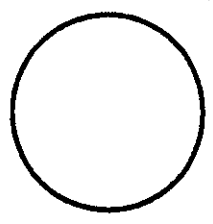
WARREN LAND SURVEYING, INC.

1117 Windfield Way, Suite 110
El Dorado Hills, CA. 95762
916-985-1870

TEMPORARY CONSTRUCTION
EASEMENT AT
SAMUEL KENNEDY
ELEMENTARY SCHOOL

SACRAMENTO COUNTY

CALIFORNIA



SCALE
AS NOTED

Exhibit "D"

The title exceptions that need not be removed are those exceptions of record identified as exception numbers _____ in the Preliminary Title Report prepared by _____, Escrow # _____ dated _____.

Exhibit "E"

[IF THERE ARE LEASES AFFECTING THE PROPERTY, PLEASE DISCLOSE THEM HERE]

No Leases are present.

Board Agenda Item

Subject:

Division: Facilities and Planning

The Sacramento Municipal Utility District (SMUD) Proposition 39 Support Services Memorandum of Understanding (MOU)

Action Requested:

The Board of Education is asked to (1) review the MOU between SMUD and the Elk Grove Unified School District; and (2) move the item forward for ratification at the September 2, 2014, regular Board of Education meeting.

Discussion:

The SMUD has become a valuable partner for the District with regard to energy conservation efforts, reduced utility expenditures and various incentive programs and educational opportunities. This partnership has once again created another beneficial opportunity for the District by way of a new proposed MOU between the two parties. The essential intent of the MOU is for SMUD to provide the District a significant amount of funding for planning activities as required to receive funding for energy efficiency projects under Proposition 39. Administration is very pleased to inform the Board that under this MOU the District stands to receive approximately \$650,000 over the course of the District's Proposition 39 program as well as various other SMUD provided services on behalf of the District as required by the California Energy Commission.

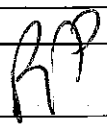
The Board may recall that during the selection and hiring process for the Districtwide Facilities Master Plan Update that Staff is combining the Facilities Condition Assessment (FCA) efforts to include the required energy assessments under Proposition 39. Combining these efforts not only affords the District efficiencies and economies of scale, but allows this MOU to cover the Proposition 39 planning portion of the FCA. This unique opportunity will dramatically reduce the amount of funding otherwise required by the District for the FCA and Proposition 39 assessments and perhaps more importantly allow a large portion of the planning money provided through Proposition 39 to be spent towards actual energy efficiency projects in lieu of planning activities.

Staff will further recommend that on September 2, 2014, the Board ratify the MOU and authorize Robert Pierce, Associate Superintendent, Facilities and Planning to finalize and execute the MOU on behalf of the District.

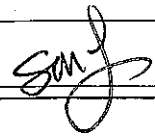
Financial Summary:

Incentives/revenue provided to the District not to exceed \$650,000

Prepared By: _____ Division Approval: Robert Pierce



Prepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D.



Memorandum of Understanding Concerning
Proposition 39
Support Services Provided by
Sacramento Municipal Utility District

This Memorandum of Understanding ("MOU") is entered into this ____ day of August, 2014 (the "Effective Date"), by and between the Sacramento Municipal Utility District ("SMUD") and the Elk Grove Unified School District ("School District") (hereinafter the signing entities are referred to individually as "Party" or collectively as "Parties").

RECITALS

This MOU is entered into with reference to the following facts:

- A. WHEREAS, the California Clean Energy Jobs Act (an initiative approved by the voters as "Proposition 39" at the November 6, 2012, statewide general election) made changes to corporate income taxes and provides for the transfer of monies annually from the General Fund to the Clean Energy Job Fund, or the Job Creation Fund, for five (5) fiscal years beginning with the 2013-14 fiscal year.
- B. WHEREAS, as provided in Senate Bill No. 73 (Proposition 39 Implementation), moneys in the Job Creation Fund are available, upon appropriation by the Legislature, for purposes of funding eligible projects that create jobs in California improving energy efficiency and expanding clean energy generation.
- C. WHEREAS, California public school districts (K-12), county offices of education, public charter schools, state special schools, and community college districts (local education agencies or LEAs) are eligible for grants for energy efficiency projects.
- D. WHEREAS, School District received a Proposition 39 grant; and will use some of said funds to engage a consultant to perform a facilities conditions assessment (FCA) and other activities.
- E. WHEREAS, SMUD is a community-owned electric utility engaged in the business of generation, transmission and distribution of electric power to customer-owners principally in the greater Sacramento area; and promotes energy efficiency projects through incentive programs.
- F. WHEREAS, School District desires to have SMUD provide incentives for their Proposition 39 activities, and SMUD desires to provide said

incentives for the installation of energy efficiency projects, under the terms and conditions contained in this MOU.

NOW, THEREFORE, in consideration of the above-mentioned recitals, the covenants herein, the Parties mutually agree as follows:

AGREEMENT

I. PURPOSE

The purpose of this MOU and the intent of the Parties is to provide School District with incentives to aid in the planning stages and processes associated with developing expenditure plans to qualify for energy efficiency project funding under voter approved Proposition 39,

II. RESPONSIBILITIES

A. School District Responsibilities. School District shall provide the following:

- i. One (1) designated contact person; and
- ii. Fax or mail copies of request for incentives under this MOU to: Fax to (916) 732-5229, Attn: Proposition 39 Group or mail to Sacramento Municipal Utility District, MS A102, Attn: Proposition 39 Group, P.O. Box 15830, Sacramento, CA 95852-1830. Requests for Incentives must include a copy of applicable invoices, receipts or work orders indicating the quantity, model number and cost of installed materials or equipment.

B. SMUD Responsibilities.

- i. One (1) designated contact person; and
- ii. Review of request(s) for incentives.

III. INCENTIVES

A. Not to Exceed.

Under no circumstances will the annual incentive under this MOU provided by SMUD to School District exceed the lesser of:

- 1. \$0.10/kWh saved as calculated in the expenditure plan, or
- 2. \$130,000 per year assuming the total cost of the energy auditing services for the five year duration of Proposition 39 is \$866,000.

Incentives will be paid once per year, upon confirmation that your expenditure plan and funding has been approved by the California Energy Commission.

School District understands that SMUD's incentives are disbursed on a first-come, first-served basis among all participating LEAs, and once SMUD has committed all budget funds no further incentives will be made to any LEA including School District. SMUD shall not be responsible for any costs incurred by the School District related to any project.

B. Incentive Eligibility.

- Only "permanent" energy efficiency measures installed in SMUD territory, replacing existing equipment, or adding new equipment, are eligible under this MOU.
- Hazardous waste associated with these energy efficiency projects must be handled and disposed of in strict compliance with all applicable Federal, State and local laws, ordinances and regulations.
- All installed products/equipment must be new and meet SMUD's minimum technical and performance specifications.
- All energy efficiency equipment and systems associated with incentive must be installed and operational.
- SMUD may inspect the installation upon project completion.
- School district will provide SMUD with a copy of the Energy Efficiency plan within one week of its submittal to California Energy Commission.

C. Tax.

SMUD may be required to file (A) form 1099-MISC with the Internal Revenue Services and/or (B) an informal return with the Franchise Tax Board, on incentive amounts of \$600.00 or greater per calendar year. Neither the 1099-MISC nor an informal return is required to be filed when the recipient of the incentive is a corporation or public agency. Internal Revenue, California Revenue and Taxation Codes are subject to change.

IV. GENERAL

A. Auditing and Consulting Services.

To the extent that the verification of any measure installed pursuant to this MOU results in SMUD, its employees or agents (including subcontractors) coming into contact with School District's students, SMUD shall first provide evidence that such employees or agents have been fingerprinted and background checked in keeping with the requirements of the Education Code.

B. Disclaimer of Warranties.

SMUD makes no representations, expressed or implied, regarding the design, sizing, installation, construction, reliability, efficiency, performance, operation, maintenance, or use of any energy efficiency equipment or systems analyzed, discussed, selected, rejected, installed or otherwise considered by School District. Any decisions regarding the selection, design, installation, use and operation of any energy efficiency equipment or systems shall be made at the sole discretion and are the sole responsibility of the School District.

C. Indemnity.

- D. School District shall indemnify, defend and hold harmless SMUD, its directors, officers, employees, and agents against all claims, loss, damage, expense, and liability asserted or otherwise incurred by other parties, including, but not limited to SMUD's employees and School District's employees, arising out of or in any way related to the performance of this MOU and caused by the acts, omissions, intent or negligence, whether active or passive of School District, its agents, employees, suppliers, and excepting only such loss, damage or liability as may be caused by the intentional acts or the sole negligence of SMUD.

E. Notices.

Any notice or communication subject to the terms of the MOU shall be in writing and either personally delivered or sent via e-mail, facsimile or certified mail, postage prepaid and return receipt requested at the address specified below or such other address designated in writing.

If to SMUD: Sacramento Municipal Utility District
Attention: Kelvin Marshall
PO Box 15830, MS A-102
Sacramento CA 95852-1830
Tele: (916) 732-6752
Email: kelvin.marshall@smud.org

If to School District:

Mr. Robert Pierce
Elk Grove Unified School District
9510 Elk Grove-Florin Road
Elk Grove, CA 95624
(916) 686-7711
e-mail: rdpierce@egusd.net

F. Termination.

Provided there are no outstanding contributions for energy efficiency support services, this MOU may be terminated by either Party with thirty (30) days prior written notice.

G. Definitions.

Terms which are defined in any part of this MOU shall have the defined meaning whenever used with initial capital letters throughout this MOU.

H. Construction.

In the event of a dispute between the Parties as to the language of this MOU or the construction or meaning of any term hereof, this MOU shall be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this MOU.

I. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. No assignment or delegation of the obligation to make any payment or reimbursement hereunder will release the assigning Party without the prior consent of the other Party.

J. No Business Relationship.

Nothing contained in this MOU shall be construed to constitute the Parties as partners, joint venturers, co-owners, agents or otherwise as participants in a joint or common undertaking.

K. Severability.

If any provision of this MOU is deemed invalid or unenforceable, the balance of this MOU shall remain in full force and effect.

L. Integration.

This MOU constitutes the entire understanding among the Parties pertaining to the subject matter hereof and supersedes all prior understandings and representations of the Parties with respect to the subject matter hereof. Any representation, promise, or condition not incorporated into this MOU shall not be binding on any Party.

M. Headings.

The subject headings of the sections of this MOU are included for the purposes of convenience, and shall not affect the construction and interpretation of any of its provisions.

N. Warranty of Authority.

Each person signing this MOU represents and warrants that he or she has been duly authorized to enter into this MOU by the entity on whose behalf it is indicated the person is signing.

O. Amendment.

This MOU may not be modified, amended or supplemented, or otherwise changed except by the written agreement of each of the Parties.

P. Execution and Counterparts.

This MOU may be executed and delivered in facsimile counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same MOU. Any Party executing and delivering this MOU by facsimile shall deliver an original signature page to the other Party hereto as soon as practicable. However, the failure by such Party to deliver such original signature shall have no effect on the validity, binding effect or enforceability of this MOU as to such Party.

IN WITNESS WHEREOF, the Parties hereto enter into this MOU as of the Effective Date.

SACRAMENTO MUNICIPAL UTILITY DISTRICT

By _____ Date _____
Arlen Orchard, General Manager and CEO
Sacramento Municipal Utility District - SMUD

ELK GROVE UNIFIED SCHOOL DISTRICT

By _____ Date _____
Steven Ladd, Ed.D, Superintendent
Elk Grove Unified School District

EXHIBIT A EE PROJECTS

Additional Support Services Offered by SMUD, in lieu of incentives:

Energy Services

- Provision of energy usage data to CEC (Step 1¹)
- Provide 12 months historical hourly electricity usage data to CEC in correct format
- Provide post-installation electricity usage data
- Provide site level energy savings report (Step 8, difference between pre- and post-installation site energy use)
- Assistance with estimating energy savings and demand reduction, energy usage intensity (EUI).
- Assistance in ranking schools for project identification.
- Assistance in requesting free CCC audits for facilities that qualify
- Guidance in performing Energy Surveys and assistance in use of CEC calculators
- Packaging projects (Steps 6 and 7)
- Coordinate with PG&E to include estimate of gas incentives (comes out of costs for calculating SIR).
- Assistance in preparing Energy Expenditure Plans
- Review Energy Expenditure Plans for quality and completeness prior to submitting to CEC
- Assistance responding to CEC inadequacy judgment of Energy Expenditure Plan
- Tracking and reporting (Step 8)

Administrative Support Services

- Advocating for LEA needs with the CEC
- Assistance in understanding program guidelines and requirements, process structure and timeline (e.g. workshops, fact sheets, templates, guides, web site, access to Prop 39 experts for assistance).
- Assistance with forms and reporting requirements
- Coordinate with PG&E to combine gas and electric data in benchmarking tools, provide common format for project reporting, and align support services for schools that are offered by each utility.

¹ The "steps" refers to the eight step process outlined by the CEC in Proposition 39: California Clean Energy Jobs Act – 2013 Program Implementation Guidelines (November 2013).

Workforce Development and Energy Literacy Services

- High school auditor training program
- Student learning opportunities at retrofitted schools
- Host training (e.g. facility manager training)

Board Agenda Item

Subject: Proof of Residency Requirements **Division:** Secondary Education

Action Requested:
The Board is asked to receive information on revisions to the process for establishing proof of residency when enrolling new students into the school system.

Discussion:
As a means to more accurately establish a family's proof of residency when initially enrolling students into our school system, staff has reviewed and revised current requirements based on feedback obtained from the Board at its June 17, 2014, meeting. Additionally, staff also has met with and received feedback from representatives of the middle and high schools.

The validity of this documentation is critical for enrollment into enrollment-impacted schools and/or for athletic eligibility.

In the past, families have been able to enroll new students by presenting only a single document to demonstrate proof of residency. Henceforth, two documents will be required to verify residency in grades K-12.

Certain exemptions to this process will be outlined.

Financial Summary:

N/A

Prepared By: Christina C. Penna Division Approval: Christina C. Penna
Prepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D

Agenda Item No: _____

Board Agenda Item

Supplement No. _____


Meeting Date 7-1-14

Subject: Approval of Minutes **Department:** Board of Education

Action Requested: Approve minutes of the regular board meetings held June 3 and 17 and July 1, 2014, and the special board meetings held June 1 and July 10 and 15, 2014.

Discussion:

Financial Summary:

Prepared By: Arlene Hein Department Approval: _____
Prepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D. 

Board Agenda Item

Subject: Personnel Actions **Division:** Human Resources

Action Requested:
 Recommend the Board of Education approve the personnel actions as attached.

Discussion:

CERTIFICATED:

APPROVE:

1. New Hire(s) [74]
2. Leave(s) of Absence
3. Promotion(s)
4. Rehire(s)
5. Resignation(s)
6. Retirement(s)
7. Returning from Leave(s) of Absence

CLASSIFIED:

APPROVE:

1. New Hire(s) [51]
2. Leaves(s) of Absence
3. Probationary Release(s)
4. Promotion(s)
5. Resignation(s)
6. Retirement(s)
7. Returning from Reemployment List(s)
8. Status Change(s)

Financial Summary:

Prepared by: Bindy Grewal, Ed.D. *BG* Departmental Approval: *PK* Brandon Krueger, Ed.D.

Prepared by: Evelyn Laluan *EL* Superintendent Approval: Steven M. Ladd, Ed.D. *SML*

Board Agenda Item

Subject: _____ **Department:** Human Resources
Renewal of the Internship Credential Program Agreement between Elk Grove Unified School District and National University



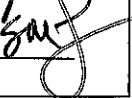
Action Requested:
To approve the renewal of the Internship Credential Program Agreement between Elk Grove Unified School District and National University

Discussion:
The following University has submitted a request to renew the Internship Credential Agreement between Elk Grove Unified School District and National University to include:

Teacher Education Internship Credential
Special Education Internship Credential
Preliminary Administrative Services Internship Credential
Pupil Personnel Services Internship Credential –School of Counseling
Pupil Personnel Services Internship Credential –School of Psychology

Term of the contract: August 28, 2014-August 27, 2019

Financial Summary:

Prepared By: Bindy Grewal, Ed.D.  Division Approval: _____ Brandon Krueger, Ed.D. 
Prepared By: _____ Superintendent Approval: _____ Steven M. Ladd, Ed.D. 



INTERNSHIP CREDENTIAL PROGRAM AGREEMENT

This Internship Credential Program Agreement (“**Agreement**”) is entered into effective August 28, 2014 (“**Effective Date**”) by and between Elk Grove Unified School District, a legal association of school districts who have partnered for the purpose of providing contractual services for students, or state-supported K-12 educational service unit, which is located in the State of California, County of Sacramento (individually or collectively, “**District**”), and National University (“**University**”), a California nonprofit, private university.

RECITALS

- A. **University** is accredited by the Commission for Senior Colleges and Universities of the Western Association of Schools and Colleges (WASC). **University** has met all of the preconditions prescribed by the California Commission on Teacher Credentialing (CTC) to offer the following internship credential programs (“**Programs**”): Teacher Education Internship Credential, Special Education Internship Credential, Preliminary Administrative Services Internship Credential, and Pupil Personnel Services Internship Credential – School Counseling, Pupil Personnel Services Internship Credential – School Psychology;
- B. California Education Code Sections 44452 and 44321 authorize a public school district or county office of education in cooperation with an approved college or university to establish an internship program meeting the provisions of applicable California statutes and CTC regulations. **District** is a public school district (or state-supported K-12 educational service unit) or county office of education and **University** is an approved university within the meaning of Ed Code Section 44452; and
- C. **District** and **University** wish to partner to deliver services in support of the Programs that meet the regulations and standards of CTC. Attached as Exhibit “A” to this Agreement and incorporated herein by this reference is a list of the Programs that **District** and **University** will be supporting through this partnership.

Based on these recitals, **District** and **University** agree as follows:

1. **Term.** The term of this Agreement shall commence as of the Effective Date above and shall continue for (5) five years or until such time as either party gives notice of its intent to terminate this Agreement. All Interns placed with **District** and who are in good standing with **District** and **University** as of the date of termination of this Agreement shall be permitted to complete their internship experience with **District**.
2. **Placement of Interns.** **University** students, certified as qualified and competent by **University** to provide intern services to **District**, may, at **District**’s discretion, be accepted and assigned to its schools for services as interns (“**Interns**”). **University** and **District** shall coordinate the process of selection and placement of Interns. **University** reserves the right to make the final determination on any Intern’s acceptance into the Program, while **District** reserves the right to make the final determination on any Intern’s employment. Neither **University** nor **District** shall discriminate in the selection or acceptance of, or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran’s status, medical condition, marital status, or citizenship, within the limits imposed by law.
3. **Program Requirements.** Each Intern accepted into the Program must have met all of the following qualifying minimum criteria:
 - a. Recommendation to a Program by a **District** designee.
 - b. Interview and screening by **District** staff, including a background check, district administrator interview and paper screening, Department of Justice fingerprint clearance, and a baccalaureate degree from an accredited institution.
 - c. Interview and screening by **University** staff, including a personal interview, written self-evaluation regarding teaching and learning, and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting.
 - d. Interview with a **University** Support Provider/Supervisor and a lead faculty member for the Program.
 - e. Passage of the CBEST exam or proof of basic skills assessment and verification of subject matter competence by completion of an approved program or passage of the CSET.
 - f. All service preconditions required by the CCTC shall have been met.

4. Intern Employment Status. Interns shall be **District** employees for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments or benefits for or on behalf of Interns.
5. Reservation of Right to Payment. Pursuant to Education Code Section 44462, **District** reserves the right to request an adjustment of any Intern's salary to cover supervision services pursuant to this Agreement.
6. Non-Displacement of Certificated Employees. Pursuant to CTC requirements, upon request **District** shall provide written certification to **University** that each Intern placed with **District** has not displaced a certificated **District** employee, which shall enable **University** to verify to CTC that all statutory and CTC requirements have been met.
7. Intern Advisory Committee. **District** and **University** will collaborate to develop an Intern Advisory Committee comprised of community members, institutional administrators, teachers, faculty members, and at least one Intern representative, which will serve to provide guidance and support for the Programs.
8. Teacher and Special Education Intern Support.
 - a. To support Education Credential Interns, **District** and **University** will each provide a qualified supervisor to assist each Intern in a Program. **District** supervisors are called "Site Support Providers". **University** supervisors are called "University Support Providers". **District** Site Support Providers will mentor, coach and consult with interns on all areas of responsibility as a teacher of record by visiting the classroom to conduct real time observations with pre- and post-debriefing protocols to provide weekly course planning, modeling and coaching with attention to differentiated instruction for English Learners; assessment of language needs and progress; and support for language accessible instruction. **University** Support Providers will provide guidance and mentorship in weekly planning for all students including, but not limited to English Language Learners via virtual communication, in-classroom coaching and mentoring as deemed appropriate.
 - b. **District** Site Support Providers will hold a valid Clear or Life Credential, three years of successful teaching experience, and a valid English Learner Authorization or CLAD Certificate issued pursuant to section 80015 or valid bilingual authorization issued pursuant to section 80015.1. **University** Support Providers will have current knowledge in their subject-matter area; ability to model best practices in teaching, scholarship and service; working knowledge about diversity (abilities, culture, language, ethnic, gender); and understanding of academic standards, frameworks and accountability for public schools. **District** and **University** shall independently determine the qualifications of their respective supervisors.
 - c. **District's** Site Support Provider and **University's** Support Provider will together meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.
 - d. **District's** Site Support Provider/Site Supervisors and **University's** Support Providers will meet without the Intern to discuss the Intern's progress, as needed.
 - e. Concurrent with an Intern's experience at **District**, **University** will hold Program orientation seminars for Interns and training seminars for **District** Site Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, **University** representatives will review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.
 - f. **District** will include Interns in appropriate **District** support programs and regularly scheduled staff development activities.
 - g. **District** will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance to Interns at **District**.
 - h. **University** Support Providers will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress. **District** Site Support Providers will provide supervision and ongoing support for a minimum of 72 hours. Interns without an English Language Authorization must receive focused English Language instruction support. **University** Support Providers will provide supervision and ongoing support for a minimum of 72 hours. Interns without an English Language Authorization must receive a minimum of 45 hours of focused English Language instruction support. **University** Support Providers will monitor the completion of employer-provided support via a Intern Support Verification Form to verify the clockwork hours provided by Site Support Providers and/or employer support personnel. Forms must be turned in as part of the intern's clinical practice course assignments.
9. Counseling, Psychology and Administrative Services Intern Support
 - a. To support Services Credential Interns, **District** and **University** will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services School Counseling, Pupil Personnel Services School Psychology, and Administrative Services Programs. **District** supervisors are called "Site Support Providers/Site Supervisors". **University** supervisors are called "Support Providers/University Supervisors".
 - b. **District** and **University** shall independently determine the qualifications of their respective supervisors.
 - c. **District's** Site Support Provider/Site Supervisors and **University's** Support Provider/University Supervisors will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.
 - d. **District's** Site Support Provider/Site Supervisors and **University's** Support Providers/University Supervisors will meet without the Intern to discuss the Intern's progress, as needed.
 - e. Concurrent with an Intern's experience at **District**, **University** will hold Program orientation seminars for Interns and training seminars for **District** Site Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, **University** representatives will review supervising techniques, establish procedures for conducting observations and providing

assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.

- f. **District** will include Interns in appropriate **District** support programs and regularly scheduled staff development activities.
 - g. **District** will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance to Interns at **District**.
 - h. **University** Support Providers will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress.
10. **Academic Responsibility.** **University** shall have exclusive control over all academic issues involving the Programs, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Interns; evaluation of Interns' prior experience and education; evaluation of Interns' academic progress; scheduling courses; awarding academic credit; and conferring degrees.
 11. **Duration of Internship.** Once a student has been accepted as an Intern by **District**, and if the student remains in good standing in the Program at **University** and within the **District's** policies and performance standards, the Intern will be permitted to finish his/her internship at **District**. However, an Intern who performs below acceptable **District** or **University** standards, after appropriate support and advice efforts have been exhausted, may be removed from the paid internship position by the **District** and/or removed from his/her Program by the **University**. All services provided by **University** and **District** pursuant to this Agreement shall terminate upon an Intern's removal from the **District** or termination of participation in a Program.
 12. **Assessment.** Assessment is a function of the Teacher Education Internship Seminar course (for the Teacher Education Internship Credential), Specialist Education Clinical Practice Seminar courses (for the Special Education Internship Credential), Intern Field Experience course (for the Preliminary Administrative Services Internship Credential) and Best Practices Internship Seminar for School Counseling and School Psychology (for the Pupil Personnel Services Internship Credential). Students in those classes will pre-assess their teaching or administrative skills, develop a plan for growth, and assess their growth at the close of the course. This pre-assessment, development and post-assessment will occur in collaboration with the **District** Site Support Provider/Site Supervisor and the **University** Support Provider/University Supervisor.
 13. **Indemnity.** The **District** shall defend, indemnify and hold the **University**, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the **District**, its officers, employees, or agents.

The **University** shall defend, indemnify and hold the **District**, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the **University**, its officers, employees, or agents.
 14. **Relationship of Parties.** Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship between the parties.
 15. **Publicity.** Neither **University** nor **District** shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.
 16. **Records.** It is understood and agreed that all employment records shall remain the property of **District**, and all student records, including Intern assessments, will remain the property of **University**.
 17. **Entire Agreement and Severability.** If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.
 18. **Assignment.** Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
 19. **Notices.** All notices or other communications given under this Agreement will be in writing and sent to the addressee listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered personally or by overnight mail, or effective three days after mailing if by certified mail, return receipt requested.
 20. **Representations.** Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue after the Agreement terminates.
 21. **General Provisions.** The Agreement: (a) will be binding and enforceable by the parties and their respective successors or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures; (c) will be governed by California law; and (d) has been executed at San Diego, California.

This Agreement is executed by and between:

University: National University

District: [Insert District Name]

Contact:

Credentials Contract Coordinator
11255 North Torrey Pines Road
La Jolla, CA 92037-1011
Telephone (858) 642-8300
Facsimile (858) 642-8717
credcontracts@nu.edu

By: _____

Name: _____

Title: _____

Address: _____

By: _____

Randy C. Frisch, Esq.
Vice Chancellor, Business and Administration

Telephone: _____

Dated: _____

Dated: _____

TEACHER BARGAINING UNIT:

By: _____

Dated: _____

Name:

Title:

(Representative of Teacher Bargaining Unit)

EXHIBIT A

Internship Programs

District and University wish to partner to support the following Programs:

Teacher Education Internship Credential

Special Education Internship Credential

Preliminary Administrative Services Internship Credential

Pupil Personnel Services Internship Credential – School of Counseling

Pupil Personnel Services Internship Credential – School of Psychology

Board Agenda Item

Agenda Item No: 19

Supplement No. _____

Meeting Date August 19, 2014

Subject: Resolution Regarding Board Member Absence

Division: Board of Education

Action Requested:

Approve Resolution No. 6, 2014-15 authorizing payments of the monthly compensation to Carmine Forcina for meetings missed on July 1 and 10, 2014, due to hardship.

Discussion:

Education Code Section 35120 authorizes payment to board members for missed meetings due to illness, hardship, or performance of services outside the District for the district when the board, by resolution, finds that they were absent because of illness, hardship, or service to the district.

Financial Summary:

Prepared By: Arlene Hein

Division Approval: Steven M. Ladd, Ed.D., Superintendent

Prepared By: _____

Superintendent Approval: _____



**ELK GROVE UNIFIED SCHOOL DISTRICT
ELK GROVE, CALIFORNIA**

RESOLUTION NO. 6, 2014-15

WHEREAS, Carmine S. Forcina was absent from the July 10, 2014, Special Meeting of the Board of Education, and the July 15, 2014, Special Meeting of the Board of Education due to hardship;

THEREFORE, BE IT RESOLVED, that Carmine S. Forcina be paid for the above stated meetings missed in accordance with Board Bylaw 9250 and Education Code Section 35120.

Steve Ly, Clerk
Board of Education

Dated: August 19, 2014

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 20

Board Agenda Item

Supplement No. _____

Meeting Date August 19, 2014

Subject:
APPROVAL OF PURCHASE ORDER HISTORY. Department: Finance & School Support

Action Requested:
 The Board of Education is asked to approve purchase orders for the weeks of June 10, 2014 through July 25, 2014.

Discussion:
 The Purchase Order History and Cost Modifications for the month June 10, 2014 through July 25, 2014 are listed below. The purchase orders are on file in the Purchasing Department if you wish to review them.

Encumbrances:

<u>Fund</u>	<u>Purchase Orders Issued</u>	<u>Purchase Order Encumbrance Costs</u>
01 General Fund	1244	\$ 87,854,277.14
09 Elk Grove Charter School Fund	13	\$ 56,481.73
11 Adult Education Fund	20	\$ 127,896.33
12 Child Development Fund	2	\$ 805,134.56
13 Food and Nutrition Services Fund	112	\$ 10,216,957.64
25 Developer Fee Capital Facilities Fund	8	\$ 325,692.58
35 State School Facilities Construction Fund	3	\$ 62,067.88
49 Facilities Special Project Fund	17	\$ 306,883.53
67 Self Insurance Fund	11	\$ 2,215,104.14
Total Encumbrances		\$ 101,970,495.53

Modifications:

<u>Fund</u>	<u>Purchase Orders Modified</u>	<u>Purchase Order Modification Costs</u>
NONE	NONE	NONE
Total Modifications		\$
Financial Summary Grand Total		\$ 101,970,495.53

Prepared By: Ruth Dew Division Approval: Rich Fagan
 Prepared By: Ruth Dew Superintendent Approval: Steven M. Ladd, Ed.D.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 21A

Board Agenda Item

Supplement No.

Meeting Date: August 19, 2014

Subject:

Warrant Register No. 1
All funds: July 1, 2014 – July 31, 2014

Department:

Fiscal Services

Action Requested:

Approve Warrant Register No. 1 – Warrant Numbers 966084-966939, 301974-303801

Discussion:

Education Code 42632 requires that all payments from the funds of a school district shall be made by written order of the governing board of the district.

It is also required that district orders (warrants) must be numbered and include the following per Education Code 42634:

- The particular fund or funds of the district against which it is drawn
The amount of payment to be made
An itemized bill showing separate items and the price of each item (This information is retained in Fiscal Services).
The rate of salary and the period of service of any employee of the district for whom an order is issued for payment of salary or wages (This information is retained in the Payroll Office).

The Board is asked to approve Warrant Register No. 1 – Warrant Numbers 966084-966939, 301974-303801.

See attached report for Warrant Registers No. 1 expenditures.

Financial Summary:

Total expenditures for all funds from July 1, 2014 – July 31, 2014 are \$49,748,450.73.

Prepared By: Shelley Clark, Carrie Hargis
Division Approval: Rich Fagan
Superintendent Approval: Steven M. Ladd, Ed.D.

DATE	WARRANT NUMBERS	AMOUNT	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Books & Supplies	5000 Services & Other Operating Exps	6000 Capital Outlay Exps	7000 Indirect Costs & Transfers	8000 Revenue	9000 Accts Receivable & Accts Payable
7/2/14	966084-966098	6746864.17			57549.58						6689314.59
7/25/14	966099-966939	11587255.86			135218.55	-2936.67	488480.68			95.00	10966398.30
TOTALS		18334120.03	0.00	0.00	192768.13	-2936.67	488480.68	0.00	0.00	95.00	17655712.89

PAYROLL WARRANTS FUND 01

DATE	WARRANT NUMBERS	AMOUNT	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Books & Supplies	5000 Services & Other Operating Exps	6000 Capital Outlay Exps	7000 Indirect Costs & Transfers	8000 Revenue	9000 Accts Receivable & Accts Payable
7/10/14	301974-302764	3264781.24	2205098.74	1059409.50	273.00						
7/16/14	302765-302795	CANCELLED									
7/17/14	306796-303315	171253.58	26662.02	144591.56							
7/31/14	303316-303801	24418850.14	19610602.02	4797629.12	10619.00						
TOTALS		27854884.96	21842362.78	6001630.18	10892.00	0.00	0.00	0.00	0.00	0.00	0.00
(CANCELS)		-70291.78			-70242.78		-49.00				
GRAND TOTAL		46118713.21	21842362.78	6001630.18	133417.35	-2936.67	488431.68	0.00	0.00	95.00	17655712.89

ACCOUNTS PAYABLE WARRANTS

DATE	WARRANT NUMBERS	AMOUNT	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Books & Supplies	5000 Services & Other Operating Exps	6000 Capital Outlay Exps	7000 Indirect Costs & Transfers	8000 Revenue	9000 Accts Receivable & Accts Payable
7/25/14	966099-966939	77446.05				-0.90	337.65				77109.30
TOTALS		77446.05	0.00	0.00	0.00	-0.90	337.65	0.00	0.00	0.00	77109.30

PAYROLL WARRANTS FUND 11

DATE	WARRANT NUMBERS	AMOUNT	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Books & Supplies	5000 Services & Other Operating Exps	6000 Capital Outlay Exps	7000 Indirect Costs & Transfers	8000 Revenue	9000 Accts Receivable & Accts Payable
7/10/14	301974-302764	81963.79	64215.05	17748.74							
7/17/14	306796-303315	5965.92	1664.76	4301.16							
7/31/14	303316-303801	164552.38	91263.35	73289.03							
TOTALS (CANCELS)		252482.09	157143.16	95338.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL		329928.14	157143.16	95338.93	0.00	-0.90	337.65	0.00	0.00	0.00	77109.30

ACCOUNTS PAYABLE WARRANTS

DATE	WARRANT NUMBERS	AMOUNT	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Books & Supplies	5000 Services & Other Operating Exps	6000 Capital Outlay Exps	7000 Indirect Costs & Transfers	8000 Revenue	9000 Accts Receivable & Accts Payable
7/25/14	966099-966939	344051.89				-39.62	4880.07				339211.44
TOTALS			0.00	0.00	0.00	-39.62	4880.07	0.00	0.00	0.00	339211.44

PAYROLL WARRANTS FUND 13

DATE	WARRANT NUMBERS	AMOUNT	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Books & Supplies	5000 Services & Other Operating Exps	6000 Capital Outlay Exps	7000 Indirect Costs & Transfers	8000 Revenue	9000 Accts Receivable & Accts Payable
7/10/14	301974-302764	169427.07		169427.07							
7/17/14	306796-303315	20876.61		20876.61							
7/31/14	303316-303801	490460.77		490361.77	99.00						
TOTALS (CANCELS)			0.00	680665.45	99.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL			0.00	680665.45	99.00	-39.62	4880.07	0.00	0.00	0.00	339211.44

ACCOUNTS PAYABLE WARRANTS

DATE	WARRANT NUMBERS	AMOUNT	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Books & Supplies	5000 Services & Other Operating Exps	6000 Capital Outlay Exps	7000 Indirect Costs & Transfers	8000 Revenue	9000 Accts Receivable & Accts Payable
7/2/14	966084-966098	93050.00					92000.00				1050.00
7/25/14	966099-966939	469543.05					114128.46				355414.59
TOTALS		562593.05	0.00	0.00	0.00	0.00	206128.46	0.00	0.00	0.00	356464.59

PAYROLL WARRANTS FUND 67

DATE	WARRANT NUMBERS	AMOUNT	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Books & Supplies	5000 Services & Other Operating Exps	6000 Capital Outlay Exps	7000 Indirect Costs & Transfers	8000 Revenue	9000 Accts Receivable & Accts Payable
7/31/14	303316-303801	15218.01		15218.01							
TOTALS (CANCELS)		15218.01	0.00	15218.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL		577811.06	0.00	15218.01	0.00	0.00	206128.46	0.00	0.00	0.00	356464.59

TOTAL EXPENDITURES

\$49,748,450.73	\$22,229,703.36	\$7,010,683.72	\$133,526.35	-\$2,784.91	\$699,787.37	\$79,779.63	\$0.00	\$518.69	\$19,597,236.52
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ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No:

21B

Board Agenda Item

Supplement No.

Meeting Date:

August 19, 2014

Subject:

Department:

Warrant Register No. 12
All funds: June 1, 2014 – June 30, 2014

Fiscal Services

Action Requested:

Approve Warrant Register No. 12 – Warrant Numbers 964357-966083, 300509-301973

Discussion:

Education Code 42632 requires that all payments from the funds of a school district shall be made by written order of the governing board of the district.

It is also required that district orders (warrants) must be numbered and include the following per Education Code 42634:

- The particular fund or funds of the district against which it is drawn
- The amount of payment to be made
- An itemized bill showing separate items and the price of each item (This information is retained in Fiscal Services).
- The rate of salary and the period of service of any employee of the district for whom an order is issued for payment of salary or wages (This information is retained in the Payroll Office).

The Board is asked to approve Warrant Register No. 12 – Warrant Numbers 964357-966083, 300509-301973.

See attached report for Warrant Registers No. 12 expenditures.

Financial Summary:

Total expenditures for all funds from June 1, 2014 – June 30, 2014 are \$45,596,022.87.

Prepared By:

Shelley Clark *Shelley Clark*

Division Approval:

Rich Fagan *RF*

Prepared By:

Carrie Hargis *Carrie Hargis*

Superintendent Approval:

Steven M. Ladd, Ed.D. *smf*

DATE	WARRANT NUMBERS	AMOUNT	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Books & Supplies	5000 Services & Other Operating Exps	6000 Capital Outlay Exps	7000 Indirect Costs & Transfers	8000 Revenue	9000 Accts Receivable & Accts Payable
6/6/14	964357-964663	2666297.81			1105.76	221824.83	1314621.51		19823.40	950.00	1107972.31
6/13/14	964664-965071	1993041.70			377.58	643307.33	1037966.85	20249.13		40505.00	250635.81
6/20/14	965072-965539	3145923.83			76107.27	658264.38	1482163.83		819000.00	1503.72	108884.63
6/27/14	965540-966083	3385512.28				629238.43	1696202.50		785803.00	5757.14	203100.32
TOTALS		11190775.62	0.00	0.00	77590.61	2152634.97	5530954.69	85660.02	1624626.40	48715.86	1670593.07

DATE	WARRANT NUMBERS	AMOUNT	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Books & Supplies	5000 Services & Other Operating Exps	6000 Capital Outlay Exps	7000 Indirect Costs & Transfers	8000 Revenue	9000 Accts Receivable & Accts Payable
6/10/14	300509-301344	2870399.07	1727109.84	1143016.23	273.00						
6/13/14	301345-301368	784.84	0.05	784.79							
6/17/14	301369-301462	499825.69	410025.91	89799.78							
6/30/14	301463-301973	25596727.81	20699856.70	4885586.11	11285.00						
TOTALS		28967737.41	22836992.50	6119186.91	11558.00	0.00	0.00	0.00	0.00	0.00	0.00
(CANCELS)		-3159.65			-232.81	-2696.84					
GRAND TOTAL		40155353.38	22836992.50	6119186.91	88915.80	2149938.13	5530724.69	85660.02	1624626.40	48715.86	1670593.07

ACCOUNTS PAYABLE WARRANTS

DATE	WARRANT NUMBERS	AMOUNT	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Books & Supplies	5000 Services & Other Operating Exps	6000 Capital Outlay Exps	7000 Indirect Costs & Transfers	8000 Revenue	9000 Accts Receivable & Accts Payable
6/6/14	964357-964663	7667.94				2716.28	4355.68			585.98	
6/13/14	964664-965071	64463.45				50366.96	14046.49			50.00	
6/20/14	965072-965539	42254.61				29877.94	12376.67				
6/27/14	965540-966083	7124.03				1392.89	4913.14			818.00	
TOTALS		121500.03	0.00	0.00	0.00	84354.07	35691.98	0.00	0.00	1453.98	0.00

PAYROLL WARRANTS FUND 11

DATE	WARRANT NUMBERS	AMOUNT	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Books & Supplies	5000 Services & Other Operating Exps	6000 Capital Outlay Exps	7000 Indirect Costs & Transfers	8000 Revenue	9000 Accts Receivable & Accts Payable
6/10/14	300509-301344	90809.34	73818.13	16991.21							
6/17/14	301369-301462	66.95		66.95							
6/30/14	301463-301973	171915.04	96380.24	75534.80							
TOTALS (CANCELS)		262791.33	170198.37	92592.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL		384291.36	170198.37	92592.96	0.00	84354.07	35691.98	0.00	0.00	1453.98	0.00

ACCOUNTS PAYABLE WARRANTS

DATE	WARRANT NUMBERS	AMOUNT	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Books & Supplies	5000 Services & Other Operating Exps	6000 Capital Outlay Exps	7000 Indirect Costs & Transfers	8000 Revenue	9000 Accts Receivable & Accts Payable
6/6/14	964357-964663	284531.21				259918.48	24519.73			93.00	
6/13/14	964664-965071	122674.31				113971.51	8474.45			228.35	
6/20/14	965072-965539	358679.62				342194.08	15952.29			533.25	
6/27/14	965540-966083	176176.26				149034.94	26831.02			310.30	
TOTALS		942061.40	0.00	0.00	0.00	865119.01	75777.49	0.00	0.00	1164.90	0.00

PAYROLL WARRANTS FUND 13

DATE	WARRANT NUMBERS	AMOUNT	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Books & Supplies	5000 Services & Other Operating Exps	6000 Capital Outlay Exps	7000 Indirect Costs & Transfers	8000 Revenue	9000 Accts Receivable & Accts Payable
6/10/14	300509-301344	157688.59		157688.59							
6/17/14	301369-301462	687.17		687.17							
6/30/14	301463-301973	512779.02		512680.02	99.00						
TOTALS (CANCELS)		671154.78	0.00	671055.78	99.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL		1613216.18	0.00	671055.78	99.00	865119.01	75777.49	0.00	0.00	1164.90	0.00

ACCOUNTS PAYABLE WARRANTS

DATE	WARRANT NUMBERS	AMOUNT	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Books & Supplies	5000 Services & Other Operating Exps	6000 Capital Outlay Exps	7000 Indirect Costs & Transfers	8000 Revenue	9000 Accts Receivable & Accts Payable
6/6/14	964357-964663	1837.63				845.32		992.31			
6/20/14	965072-965539	787.39						787.39			
6/27/14	965540-966083	28474.39						28474.39			
TOTALS		31099.41	0.00	0.00	0.00	845.32	0.00	30254.09	0.00	0.00	0.00

PAYROLL WARRANTS FUND 25

DATE	WARRANT NUMBERS	AMOUNT	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Books & Supplies	5000 Services & Other Operating Exps	6000 Capital Outlay Exps	7000 Indirect Costs & Transfers	8000 Revenue	9000 Accts Receivable & Accts Payable
6/30/14	301463-301973	7577.47		7577.47							
TOTALS (CANCELS)		7577.47	0.00	7577.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL		38676.88	0.00	7577.47	0.00	845.32	0.00	30254.09	0.00	0.00	0.00

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 22

Board Agenda Item

Supplement No. _____

Meeting Date: August 19, 2014

Subject:

Department: **Budget**

APPROVAL OF BUDGET TRANSFERS

Action Requested:

The Board is asked to approve the following budget transfers for the unrestricted general fund.

Discussion:

Detailed descriptions of the budget transfers along with a summary are attached. The budget transfers are for the period July 1, 2014 through July 31, 2014. Included are budget transfers for changes reflected in the State's adopted budget.

** ATTACHMENT TO FOLLOW **

Financial Summary:

Prepared By: Shannon Stenroos 

Division Approval:

Rich Fagan

Prepared By: _____

Superintendent Approval:

Steven M. Ladd, Ed.D. 

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 23
Supplement No. _____
Meeting Date: August 19, 2014

Board Agenda Item

Subject: Ratification of Contracts
Department: Fiscal Services

Action Requested:
The Board is asked to ratify contracts which have been signed by authorized district staff, in accordance with Board Policy 3312-Contracts.

Discussion:

Under current Board Policy 3312 "contracts under the bid limits can be approved by the Designated Personnel, subject to Board ratification". Staff recommends that the Board ratify the contracts on the attached sheet, which are under the bid limit of \$84,100 and have been approved by authorized district staff.

Copies of the contracts are on file with Fiscal Services, should you wish to review them in detail.

Financial Summary:
Please see funding information provided on attached schedule.

Prepared By: Carrie Hargis *Carrie Hargis* Division Approval: Rich Fagan *[Signature]*
Prepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D. *[Signature]*

ELK GROVE UNIFIED SCHOOL DISTRICT
Fiscal Services

August 19, 2014 Board of Education Meeting
Agenda Item – Ratification of Contracts
Contracts under bid limit authorized 6/13/14 – 8/6/14

	Agreement With	Services Provided	Term of Agreement	Department	Funding Source	Amount
1.*	Education Galaxy	Only license to report student performance for Prairie Elementary School	6/1/2014 – 6/1/2015	Learning Support Services	Afterschool ASES grant funds	\$395
2.*	Sly Park Environmental Education Center	Environmental Education Program	8/25/14 – 6/12/15	PreK-6 Education	Student funds at various TK-6 schools	Varies per school & length of program
3.*	Eastern Medical Center	Provide services associated with EGACE Medical Assistant, Administrative and Clinical Skills program	7/1/14 – 6/30/15	Secondary Education	No Cost	N/A
4.*	Inter-Tribal Council of California	Two-day workshop on Strengthening Relationships with Tribal Communities	6/16/14 – 6/30/14	Learning Support Services	Title VII grant funds – Indian Education	\$500
5.*	Project GLAD	Two-Day research & Theory workshop & two sets of four-day Demonstration lessons at Charles Mack Elementary School	8/4-8/5/14 and 9/15-9/18/14	Learning Support Services	Title I grant funds	\$25,500
6.	Apex Learning	One year subscription to comprehensive courses for Elk Grove Adult Community Education program (150 seats @ \$150/ea)	2014-2015 school year	Secondary Education	Adult Education	\$22,500
7.	Heartland Payment Systems	On-line meal payment program for adult meals	6/20/14 – 6/19/18	Food & Nutrition Services	Participant pays fee	N/A
8.	Government Financial Strategies, Inc.	Cash flow financing options and issuance of Tax Revenue Anticipation Notes (TRANS) should they be necessary	7/2/14 – 6/30/15	Finance & School Support	General Fund, Unrestricted	Not to exceed \$29,125
9.*	Sacramento City Unified School District	ROP Certified Nurse Assistant (CAN) instruction	June – August 2014	Secondary Education	ROP Funds	\$4,000

*Memorandum of Understanding

(Page 1 of 5)

ELK GROVE UNIFIED SCHOOL DISTRICT
Fiscal Services

August 19, 2014 Board of Education Meeting
Agenda Item – Ratification of Contracts
Contracts under bid limit authorized 6/13/14 – 8/6/14

	Agreement With	Services Provided	Term of Agreement	Department	Funding Source	Amount
10.	Apex Learning	Digital curriculum for APEX and CAHSEE exam preparation	7/1/14 – 6/30/15	Secondary Education	Elk Grove Charter school funds	\$4,836
11.*	American Medical Response (AMR)	Medical attention & emergency transportation in the event of injury at Elk Grove Unified School District high school football games	8/29/14 – 11/7/14	Finance & School Support	General Fund, Unrestricted	\$25,000
12.	College Board	College Board PSAT/NMSQT exam fees for comprehensive high schools	7/1/14 – 6/30/15	Secondary Education	General Fund, Unrestricted and student fees	\$57,744
13.	Peak-Ryzek	Annual service maintenance agreement	8/1/14 – 7/31/15	Technology Services	General Fund	\$3,744
14.	SunGard-AvantGard	Software support services	8/1/14 – 7/31/15	Technology Services	General Fund	\$1,840
15.	SunGard-AvantGard	Printer maintenance agreement	8/1/14 – 7/31/15	Technology Services	General Fund	\$1,400
16.	ROC Software	Annual maintenance agreement	8/1/14 – 7/31/15	Technology Services	General Fund	\$5,522
17.	Ideal Computer Services, Inc.	Annual service agreement for computer equipment	7/1/14 – 6/30/15	Technology Services	General Fund	\$10,422
18.	Think Together, Inc. -- AMENDMENT	Discontinuing afterschool services at Barbara Comstock Morse Elementary School	Effective 6/17/14	Learning Support Services	Afterschool grant funds	Cost reduction of \$85,785
19.	DataWorks	One two-day workshop on Explicit Direct Instruction (EDI) for Common Core at Herman Leimbach Elementary School	8/26/14 – 8/28/14	Learning Support Services	Title I grant funds	\$9,748
20.	Sacramento State Aquatic Center	Team building program for Laguna Creek high school students	8/21/14	Secondary Education	CA Partnership Academy grant funds	\$3,500
21.*	Calvine Urgent Care & Medical Aesthetics	Provide services associated with Elk Grove Adult Community Education Medical Assistant, Administrative and Clinical Skills program	7/1/14 – 6/30/15	Secondary Education	No Cost	N/A

*Memorandum of Understanding

(continued Page 2 of 5)

ELK GROVE UNIFIED SCHOOL DISTRICT
Fiscal Services

August 19, 2014 Board of Education Meeting
Agenda Item – Ratification of Contracts
Contracts under bid limit authorized 6/13/14 – 8/6/14

	Agreement With	Services Provided	Term of Agreement	Department	Funding Source	Amount
22.*	The Sacramento Family Medical Center	Provide services associated with Elk Grove Adult Community Education Medical Assistant, Administrative and Clinical Skills program	7/1/14 – 6/30/15	Secondary Education	No Cost	N/A
23.*	Walton Pediatrics	Provide services associated with Elk Grove Adult Community Education Medical Assistant, Administrative and Clinical Skills program	7/1/14 – 6/30/15	Secondary Education	No Cost	N/A
24.*	MD Stat Urgent Care	Provide services associated with Elk Grove Adult Community Education Medical Assistant, Administrative and Clinical Skills program	7/1/14 – 6/30/15	Secondary Education	No Cost	N/A
25.	Heartland Payment Systems	On-line meal payment program for student meals	6/20/14 – 6/19/18	Food & Nutrition Services	Participant pays fee as part of transaction	N/A
26.*	Black Belt in Fitness	Fitness classes at Anna Kirchgater Elementary School	9/4/14 – 6/10/15	Learning Support Services	Afterschool grant funds	\$7,875
27.*	Black Belt in Fitness	Fitness classes at Charles Mack Elementary School	9/1/14 – 6/30/15	Learning Support Services	Afterschool grant funds	\$7,425
28.*	Black Belt in Fitness	Fitness classes at Isabelle Jackson Elementary School	8/11/14 – 6/30/15	Learning Support Services	Afterschool grant funds	\$9,750
29.	Mercy Education – Al Arqam Islamic School	Third party provider to serve Al Arqam Islamic School's Title I services	7/1/13 – 6/30/14 (amended 6/11/14)	Learning Support Services	Title I grant funds	Increase of \$5,179 to a total of \$9,391
30.	Edmentum	Education City Language Arts and Math software license fee for grades K-5 at Arthur Butler Elementary School	7/27/14 – 7/27/15	PreK-6 Education	General Fund summer school & site donations	\$1,688
31.	Gordon Special Services	Crossing guard services at various Elk Grove Unified School District middle & high schools	7/7/14 – 5/29/15	Police Services	General Fund, Unrestricted	\$74,847

*Memorandum of Understanding

(Continued Page 3 of 5)

ELK GROVE UNIFIED SCHOOL DISTRICT
Fiscal Services

August 19, 2014 Board of Education Meeting
Agenda Item – Ratification of Contracts
Contracts under bid limit authorized 6/13/14 – 8/6/14

	Agreement With	Services Provided	Term of Agreement	Department	Funding Source	Amount
32.*	The Foundation for California Community Colleges (LaunchPath)	Digital platform to match Elk Grove Unified School District's career academy students with employers offering to provide summer internships	7/7/14 – 7/6/19 (approx.)	Secondary Education	No Cost	N/A
33*	Riverside Publishing	Renewal of software license; Benchmark Exams & Teacher Tools for Valley High School	7/9/14 – 7/1/15	Secondary Education	General Fund, Supplemental & Concentration Funds	\$8,872
34.	Timothy Mua (Independent Contractor Agreement)	Translation Services	7/11/14 – 6/30/15	Learning Support Services	General Fund	Not to Exceed \$10,000
35.	Bao Vue (Independent Contractor Agreement)	Translation Services	7/11/14 – 6/30/15	Learning Support Services	General Fund	Not to Exceed \$10,000
36.	Leslie A. Cooley (Independent Contractor Agreement)	Training of individual & group counseling to District employees	8/11/14	Student Support & Health Services	Medi-Cal Billing Option funds	\$1,342
37.*	ERC, LLC – Fusion Live	Integrated arts & education classes at Samuel Jackman Middle School	8/15/14 – 5/29/15	Learning Support Services	Afterschool Grant Funds	\$9,288
38.	Coast 2 Coast Soccer	Co-ed soccer at Samuel Jackman Middle School	8/14/14 – 5/28/15	Learning Support Services	Afterschool Grant Funds	\$8,640
39.*	People Reaching Out	Youth programs at Samuel Jackman Middle School	8/1/14 – 6/30/15	Learning Support Services	Afterschool Grant Funds	\$4,198
40.*	Black Belt in Fitness	Fitness classes at Samuel Jackman Middle School	9/1/14 – 5/30/15	Learning Support Services	Afterschool Grant funds	\$16,200
41.*	Teen-S-Team Plus (TST+)	Leadership training at Valley High School	2014-15 school year	Student Support & Health Services	N/A	N/A
42.	Emerson Network Power	Hardware support (annual maintenance agreement)	8/1/14 – 7/31/15	Technology Services	Unrestricted General Fund	\$10,530
43.	EF Doonan Security Consulting	Consultant Services related to law enforcement	7/25/14 – 6/30/15	Police Services	Unrestricted General Fund	\$27,500
44.	A-Z Bus Sales, Inc.	Rental of four (4) special needs school buses	8/8/14 – 11/8/14	Transportation	Unrestricted General Fund	\$12,000

*Memorandum of Understanding

(Continued Page 4 of 5)

ELK GROVE UNIFIED SCHOOL DISTRICT
Fiscal Services

August 19, 2014 Board of Education Meeting
Agenda Item – Ratification of Contracts
Contracts under bid limit authorized 6/13/14 – 8/6/14

	Agreement With	Services Provided	Term of Agreement	Department	Funding Source	Amount
45.*	Mind Game	Administration of baseline neurocognitive tests to all football and soccer players from: Florin, Monterey Trail, Laguna Creek, Sheldon and Valley High Schools	7/1/14 – 6/30/15	Risk Management	No Cost	N/A
46.	CompuCom	Out of warranty printer repairs	7/30/14 – 6/30/15	Technology Services	Unrestricted, General Fund	\$15,000 (estimated)
47.	Mind Game	Administration of baseline neurocognitive tests to all football and soccer players from: Elk Grove, Pleasant Grove, Franklin and Cosumnes Oaks High Schools	8/6/14 – 6/30/15	Risk Management	Unrestricted, General Fund	\$5,180 (estimated)
48.	Timothy Kanold (Independent Contractor Agreement)	Keynote address to secondary math teachers on 8/12/14	8/12/14 – 6/30/15	Curriculum/ Professional Learning	Unrestricted, General Fund	\$4,200 per session

*Memorandum of Understanding

(Continued Page 5 of 5)

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 24

Board Agenda Item

Supplement No. _____

Meeting Date: August 19, 2014

Subject:

Division: Secondary Education

Resolution granting signature authority for proposed agreement with the Sacramento County Division of Behavioral Health on behalf of Valley High School's HealthTECH Academy

Action Requested:

The Board of Education is asked to approve a resolution for signature authority for a proposal to enter into a contract with the Sacramento County Division of Behavioral Health on behalf of Valley High School's HealthTECH Academy.

Discussion:

The Board of Education is asked to approve a resolution for signature authority for a proposal to enter into a contract with the Sacramento County Division of Behavioral Health on behalf of Valley High School's HealthTECH Academy.

As part of its Mental Health Services Act's (MHSA) Workforce, Education, and Training (WET) component, the Division of Behavioral Health is proposing to provide funding to HealthTECH Academy staff to collaborate on the development and implementation of an integrated mental health program of study and associated activities for grades nine through twelve. Through this mental health career course of study, high school students will be introduced to the field of mental health and associated careers. Outreach also will be provided to middle school students.

Financial Summary:

The County proposes to provide \$30,000 to HealthTECH during the 2014-15 school year for costs associated with this project.

Prepared By: Kathy Hamilton

Division Approval:  Christina Penna

Prepared By: _____

Superintendent Approval:  Steven M. Ladd, Ed.D., Superintendent

"BOARD OF DIRECTORS' RESOLUTION / SIGNATURE AUTHORITY"

WHEREAS, a proposed contract with the COUNTY OF SACRAMENTO for the delivery of services by this organization has been determined to be in the best interest of 1. SEE INSTRUCTIONS ON ATTACHED SHEET by its duly constituted Board of Directors:

NOW, THEREFORE, BE IT RESOLVED: That the persons named below are authorized to negotiate and execute, on behalf of the above stated corporation, said contract and any and all documents pertaining to this contract, and to submit claims for reimbursement and other financial reports required by said contract;

AND FURTHERMORE: That the signatures recorded below are the true and correct signatures of the designated individuals.

Resolution 8
2014-15

COPY

AUTHORIZED TO EXECUTE CONTRACT:

2. Clerk/Secretary, Board of Education
Title

3. Steve Ly
Name

4.
Signature

AUTHORIZED TO SUBMIT CLAIMS:

5. Director of Fiscal Services
Title

6. Carrie Hargis

7.
Signature

CERTIFICATION

I certify that I am the duly qualified and acting Secretary of 8. Elk Grove Unified School District, a duly organized and existing California 9. Non-profit (corporation). The foregoing is a true copy of a Resolution adopted by the Board of Directors of said corporation, at a meeting legally held on 10. August 19, 2014, and entered into the minutes of such meeting, and is now in full force and effect.

Date: 11. August 20, 2014

12. Steven M. Ladd, Ed.D
Name (Type or Print)

13.
Signature

INSTRUCTIONS

for

CONTRACTOR'S BOARD OF DIRECTORS RESOLUTION / SIGNATURE AUTHORITY

1. **Legal name** of organization as listed on the Secretary of State website.
2. Title of position authorized to sign contracts for organization.
3. Typed name of person currently filling position, who is authorized to sign contracts for organization.
4. Signature of person currently filling position, who is authorized to sign contracts for organization.
5. Title of position authorized to submit claims for payment (i.e., treasurer, business manager)
6. Typed name of person currently filling position, who is authorized to submit claims.
7. Signature of person currently filling position, who is authorized to submit claims.
8. Legal name of organization.
9. Corporate status (profit or nonprofit), as applicable.
10. Date of meeting at which this Resolution was approved.
11. Date this form is completed.
12. Typed name of person verifying accuracy of 1 through 11.
13. Signature of person verifying items 1 through 11.

COPY

"Contractor Information Letter"

July 18, 2014

Carrie Hargis, Director of Fiscal Services
Elk Grove Unified School District
9510 Elk Grove-Florin Rd.
Elk Grove, CA 95624

COPY

SUBJECT: Pending Agreement with the County of Sacramento, Division of Behavioral Health Services

You or your agency are being contracted to provide services to Sacramento County residents in Fiscal Year 2014-15. The following information is required in order to process your contract accurately and timely.

1. Contractor's Legal Business Name: Elk Grove Unified School District
2. Business Address: Same as above
 New address, as follows: _____

3. Service Delivery address, if different than above: (Please see Attachment 1.) Please include every site where services are delivered.
4. Work Phone: 916-686-7770 Other phone: _____
5. Fax No. 916-686-7756 E-mail address: chargis@egusd.net
6. You are contracting as (please check only one): individual provider business owner
Type of business: Corporation In which state? _____ Sole Proprietorship Partnership
Is this a nonprofit organization? Yes No
7. How many **full time** employees work for your company? 5,294
8. For the purposes of this contract, the County may or may not withhold taxes from the provider.
(Please Note: IRS rules may require the County to withhold taxes from some providers.)
Would you prefer to have taxes withheld? Yes
9. Contact person for this organization: Carrie Hargis Phone No. 916-686-7770
10. Do you or your company own or lease vehicles to be used while performing services under this contract? No
11. Employer Identification Number: 94-6002501
12. Your agency's fiscal year is: January 1st - December 31st July 1st - June 30th
 Other _____ to _____
(month) (day) (month) (day)

13. If contracting as a Corporation, please attach a copy of the Resolution approved by your agency's Board of Directors that authorizes your organization to enter into a contract with the County. The Resolution should also include the names and titles of each person authorized to execute the agreement and to submit claims for payment.
14. In order for your contract to be executed, you must provide a certificate of insurance for the appropriate types of insurance and amounts indicated in your Sacramento County contract. Sacramento County should be named as an Additional Insured for General Commercial Liability coverage, and an Additional Insured Endorsement page must be submitted.
15. Please return this completed form via email at nakamuram@saccounty.net no later than May 2, 2014.

If you have any questions regarding this process, please contact me at (916) 876-5821.

Sincerely,

Mary Nakamura

DHHS Program Coordinator

Attachment

COPY

Contractor: _____

Contract No.: _____

SERVICE DELIVERY ADDRESS LIST

Facility Name	Address	City/State/Zip	Area Code/Phone #
Valley High School	6500 Ehrhardt Avenue	Sacramento, CA 95823	916-689-6500

COPY

ASSURANCE OF CULTURAL COMPETENCE COMPLIANCE

This document assures compliance with Sacramento County Cultural Competence Plans 1998, 2003, & 2010 and DMH Mental Health Services Act document, entitled "Considerations for Embedding Cultural Competence & Considerations for Culturally Competent Client, Family Member & Community Engagement"

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent providers are aware of the impact of their own culture on their relationships with consumers and know about and respect cultural and ethnic differences. They adapt their skills to meet each family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Organizations in a Culturally Competent Service System Promote:

Quality Improvement

- Continuous evaluation and quality improvement
- Supporting evidence-based, community-defined, promising and emerging practices that are congruent with ethnic/racial/linguistic/cultural group belief systems, cultural values and help-seeking behaviors.

Collaboration

- Collaborate with cultural and ethnic specific community based programs that focus on health and wellness, mental health and other related issues.
- Resolving barriers to partnerships with other service providers

Access

- Providing new services to unserved, underserved, and inappropriately served children, youth, transition age youth, adults and/or older adults
- Reducing disparities to care as evidenced by improved penetration rates as outlined in Sacramento County Cultural Competence Plan Objectives IV-- Increase the penetration rate in underserved populations by 1.5% as measured for race, ethnicity, language and age
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, children, youth, parent/caregivers of youth with serious emotional disturbance and representatives from unserved/under-served/inappropriately served communities including Limited English Proficient (LEP) individuals on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 50%)
- Developing recruitment, hiring, and retention plans that are reflective of the target communities' ethnic, racial, linguistic and cultural groups including individuals who represent the sexual orientation of youth, and parent/caregivers of children and youth

Culturally Competent Services:

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, sexual orientation and gender identity.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.

- Provide information, resources and reading materials in multilingual and/or alternative formats.
- Develop and promote culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.
- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved, underserved, and inappropriately served communities.
- Develop strategies to improve the accessibility of services, e.g., evening/weekend hours, etc.

Cultural Competence Definitions and Operating Principles

Cultural Competence is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No. 02-03)

Cultural Competence is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all the clients benefit from services that address their needs from the foundation of their own culture...strategies for elimination of these disparities must be developed and implemented... Cultural Competence must be supported at all levels of the system...

(California Mental Health Directors Association Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities, page 9, March 10, 2005)

Cultural Competence as an Essential Element for the Elimination of Cultural, Racial, and Ethnic Disparities in Behavioral Health Services

Cultural competence includes language competence and views cultural and language competent programs and services as methods for elimination of racial and ethnic mental health disparities. There is a clear focus on improved quality and effectiveness of services. Culturally competent programs and services are viewed as a way to enhance the ability of the whole system to incorporate the languages and cultures of its clients into the services that provide the most effective outcomes and creates cost effective programs. Identification, development, promulgation, and adoption of culturally competent best practices for care must be an integral part of ongoing culturally competent planning and implementation.

(DMH Mental Health Services Act Community Services and Supports, Page 5, August 1, 2005 Three Year Program and Expenditure Plan Requirements, Fiscal Years 2005-06, 2006-07, 2007-08)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth as outlined above, and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This shall include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Sacramento County as outlined in the Sacramento County Cultural Competence Plan Objective I—Increase the percentage of direct service staff by 5% annually

to reflect the racial and ethnic makeup of the communities speaking threshold language until the proportion of direct service staff equals the proportion of Medi-cal beneficiaries; providing staff with training in cultural competence; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open and positive attitude and feel comfortable working with diverse cultures.

2. Create a physical environment that ensures people of all cultures, ages, sexual orientation, and gender identity feel welcome and cared for. This shall include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Sacramento County; providing reading materials resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.
3. Provide an emotional environment that ensures people of all cultures, ages, sexual orientation, and gender identity feel welcome and cared for. This shall include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by clients; bilingual and/or bicultural clinical staff that is knowledgeable of cultural and ethnic differences and needs and is able and willing to respond to them in an appropriate and respectful manner.
4. Support the county's goal to reduce disparities to care by increasing access, decreasing barriers, and improving services for unserved, underserved, and inappropriately served communities.
5. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competence in providing mental health services.
6. In addition to ensuring that staff participate in required cultural competence trainings offered by Sacramento County Division of Behavioral Health Services, CONTRACTOR shall provide cultural competence training to all new employees.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.

Signature of Authorized Representative

Date

Elk Grove Unified School District
Contractor (Organization Name)

Carrie Hargis
Name of Authorized Representative (printed)

Director, Fiscal Services
Title of Authorized Representative

**COUNTY OF SACRAMENTO
CONTRACTOR CERTIFICATION OF COMPLIANCE FORM**

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities with whom the County does business:

CONTRACTOR hereby certifies that either:

- (a) the CONTRACTOR is a government or non-profit entity (exempt), or
- (b) the CONTRACTOR has no Principal Owners (25% or more) (exempt), or
- (c) each Principal Owner (25% or more), does not have any existing child support orders, or
- (d) CONTRACTOR'S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.

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New CONTRACTOR shall certify that each of the following statements is true:

- a. CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
- b. CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

Note: Failure to comply with state and federal reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failure to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the Sacramento Department of Child Support Services at 875-7400, by writing to P. O. Box 269112, Sacramento, 95826-9112, or by E-mailing DCSS-BidderCompliance@SacCounty.net.

Elk Grove Unified School District
CONTRACTOR NAME

Date

Carrie Hargis, Director of Fiscal Services
Printed Name of person authorized to sign

Signature

GOOD NEIGHBOR POLICY SITE INFORMATION

Please complete the following questionnaire for each site. If additional space is necessary, please attach supplemental information on a separate sheet of paper.

1. Agency Name: Elk Grove Unified School District

2. Site: Valley High School – Health TECH Academy

3. Contact Person: Chelsea Bowler, Principal

4. Phone Number: (916) 689-6500

5. What services are currently provided at this facility? _____

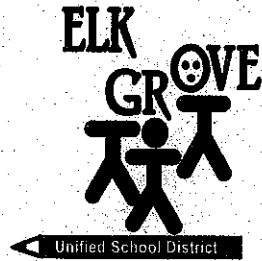
High School education; this is a 9-12 comprehensive high school and it offers all related activities and services. Supplementing the high school program are a career-themed academy, Air Force Junior ROTC program and a regional Healthy Start center.

COPY

6. Please list all County departments with which you have contracts and for what services? _____

Elk Grove Unified School District contacts with the Sacramento County Department of Human Assistance to provide supportive services to eligible families at the Health Start Center.

7. The facility is: owned or leased _____



Members of the Board
Jeanette J. Amavisca
Priscilla S. Cox
Carmine S. Forcina
Steve Ly
Chet Madison, Sr.
Anthony "Tony" Perez
Bobbie Singh-Allen

Kathy Hamilton
Director
Career Technical Education

(916) 686-7709
FAX: (916) 686-7563
Email: khamlto@egusd.net

Robert L. Trigg Education Center
9510 Elk Grove-Florin Rd., Elk Grove, CA 95624

July 1, 2014

Mary Nakamura, LCSW
County of Sacramento
Department of Health and Human Services
7001-A East Parkway, Ste. 400
Sacramento, CA 95823

To Whom It May Concern:

Elk Grove Unified School District currently has 5,294 full-time employees on the payroll (i.e., working 20 hours per week or more).

If Elk Grove Unified School District has no employees and therefore does not carry Workers Compensation or Employer Liability insurance coverage, Elk Grove Unified School District certifies in the event they hire employees the undersigned will immediately provide evidence of such insurance coverage as statutorily required.

If you need additional information please contact me at (916) 686-7709

Sincerely,

Kathy Hamilton
Director, Career Technical Education

COPY

**EXHIBIT A to AGREEMENT
Between the COUNTY OF SACRAMENTO,
Hereinafter referred to as "COUNTY", and
ELK GROVE UNIFIED SCHOOL DISTRICT
Hereinafter referred to as "CONTRACTOR"**

**SCOPE OF SERVICES FOR THE WORKFORCE, EDUCATION, AND TRAINING (WET) CAREER PATHWAY
PROGRAM FOR INTEGRATED MENTAL HEALTH CURRICULUM AND EXPERIENTIAL LEARNING
OPPORTUNITIES**

I. CONTRACTUAL DISTRICT LOCATION

District Name: Elk Grove Unified School District (EGUSD)
Street Address: 9510 Elk Grove-Florin Rd
City and Zip Code: Elk Grove, CA 95624

II. CONTRACT SCHOOL LOCATION

School Name: Valley High School – Health TECH Academy
Street Address: 6300 Ehrhardt Ave
City and Zip Code: Sacramento, CA 95823

III. SERVICE PERFORMANCE MONITOR

Name and Title: Mary Nakamura (currently assigned)
Organization: Department of Health and Human Services (DHHS)
Division of Behavioral Health Services (DBHS)
Mental Health Services Act (MHSA)
Street Address: 7001A East Parkway, Suite 400
City and Zip Codes: Sacramento, CA 95823

III. DESCRIPTION OF SERVICES

A. Purpose:

As part of the Mental Health Services Act (MHSA), Workforce, Education, and Training (WET) component, the CONTRACTOR, Elk Grove Unified School District (EGUSD), through its Valley High School Health TECH Academy staff, shall provide consultation, planning, coordination, and written core curriculum development services to COUNTY regarding development and implementation of an integrated mental health program of study and associated activities for grades nine through twelve. Throughout this mental health career pathway, high school students will be introduced to the field of mental health and associated careers. In coordination, CONTRACTOR shall work with COUNTY on an integrated mental health curriculum that meets the needs of the WET component of the MHSA and the Division of Behavioral Health Services (DBHS) and implement stated curriculum and academic activities starting with the 2014-2015 academic school year.

IV. SERVICE REQUIREMENTS:

CONTRACTOR shall:

- A. Operate this contract within the Valley High School Health TECH Academy to fulfill the terms and conditions of this Agreement.
- B. Utilize Valley High School Health TECH Academy staff to collaborate, coordinate, and work in conjunction with COUNTY in the planning, coordination, and development of a written mental health core curriculum and implementation of an integrated mental health program of study and associated activities for grades nine through twelve.
- C. Work with COUNTY on an integrated mental health curriculum using COUNTY approved terms and concepts related to mental health that meets the needs of the WET component of the MHSA, the Division of Behavioral Health Services (DBHS), and the EGUSD, and further implement stated curriculum and academic activities starting with the 2014-2015 academic school year.
- D. Include in written curriculum information about mental health disorders and wellness, recovery, and resiliency principles.

- E. Include in written curriculum, current and historical mental health issues in the United States to include, but not be limited to: Stigma and Discrimination regarding mental illness, consumer and family member driven mental health systems, Mental Health viewpoints in different cultures, efforts to eliminate mental health disparities and promote health and mental health equity for all communities, etc.
- F. Include in written curriculum advances with interventions such as psychotropic medications, therapy, groups, peer supports (including youth, family, and peer partners) and other community defined practices, promising practices or evidence based practices. Include the integration of mental and physical health delivery systems and the mental health parity in the delivery of health care services.
- G. Include in written curriculum explanation of cultural formulation and descriptions of culturally-based traditional healing practices that are relevant to the culturally and linguistically diverse population in Sacramento County. Include applicable aspects of the "Mental Health: Culture, Race, and Ethnicity: A Supplement To Mental Health: A Report of the Surgeon General" which can be PDF downloaded at <http://www.surgeongeneral.gov/library/mentalhealth/cre/sma-01-3613.pdf>. Also include applicable aspects of the "National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care: A Blueprint for Advancing and Sustaining CLAS Policy and Practice" (Office of Minority Health, U.S. Department of Health and Human Services) which can be PDF downloaded at <https://www.thinkculturalhealth.hhs.gov/pdfs/EnhancedCLASStandardsBlueprint.pdf>
- H. Provide meaningful opportunities for community collaboration regarding mental health, such as guest speakers, field trips, panel discussions, shadowing mental health workers, or mental health internships in community public mental health settings, etc.
- I. Assist students interested in mental health to develop that interest by conducting a health seminar focused on behavioral health and primary care pathways.
- J. Provide opportunities in the community for students to share mental health related projects and practice skills related to community mental health workers.
- K. Provide outreach to junior high school students and introduce them to careers in the mental health field.
- L. As related to the services of this contract, when required by COUNTY, have representative staff attend COUNTY sponsored meetings and other work groups established and scheduled.
- M. Make available and disseminate educational materials related to mental health, education in mental health, and mental health careers to students, staff and family members.
- N. Adhere to the guidelines and policies and procedures issued by COUNTY Quality Management.

V. TRAINING REQUIREMENTS

CONTRACTOR shall:

- A. Train select staff on the Valley High School Health TECH Academy campus on Youth -Mental Health First Aid (MHFA), developed by the National Council for Community Behavioral Healthcare during the term of the contract. Valley High School Health TECH Academy staff shall perform passing scores on the exam for certification for Mental Health First Aid USA. Training and Certification will be provided to Valley High School Health TECH Academy personnel by Youth -MHFA certified instructors.
- B. Increase core teacher experience in the mental health field by planning and organizing externships with COUNTY, behavioral health contract providers or community partners that will serve to increase understanding of mental health careers and skills required for a culturally and linguistically competent behavioral health workforce.

VI. PERFORMANCE OUTCOMES

- A. The intended outcomes of the Workforce, Education, and Training (WET) Career Pathway Program for Integrated Mental Health Curriculum and Experiential Learning Opportunities will include the development of a curriculum which can be utilized by COUNTY to create new regional partnerships among educational entities with high enrollment of students from unserved, underserved, or inappropriately served racially, culturally, ethnically, and linguistically diverse

communities. Partnering with such entities will aid in the recruitment of high school students reflective of the diversity of the community for higher education and careers in mental health.

- B. The short-term intended outcomes of the WET Career Pathway Program for Integrated Mental Health Curriculum and Experiential Learning Opportunities program are:
1. Develop an outline of a curriculum for the *WET Valley High School / Health TECH Academy, Mental Health Career Pathway*
 2. Increase in school personnel's ability to identify and communicate mental health concerns within the high school environment.
 3. Increased awareness among school staff of the importance of Mental Health First Aid Training in the high school environment.
- B. The longer-term outcomes for the WET Career Pathway Program for Integrated Mental Health Curriculum and Experiential Learning Opportunities program will be:
1. Development of a course curriculum for the WET Career Pathway Program grades nine through twelve, and an enhanced program in mental health for students in twelfth grade who are interested in mental health higher education and career development. Through the enhanced program, students developing their senior project in a mental health related topic will be provided the resources, expertise, and necessary tools to complete a comprehensive senior project on mental health.
 2. Educate students of the various careers within the mental health field and make students aware of opportunities to obtain additional education to pursue a career within the mental health field.
 3. Promoting education about mental health, reducing stigma and discrimination, and growing and developing a culturally and linguistically competent workforce to address the current workforce shortage.

VII. EVALUATION

- A. CONTRACTOR shall evaluate the activities to measure short-term outcomes of the following:
1. Developing a baseline through an assessment of the 2014-2015 academic year pupils, grades 9 through 12 of Valley High School Health TECH Academy regarding awareness of mental health issues and mental health career options. The required baseline shall be conducted at the start of the academic year and results shall be submitted to COUNTY within 30 days of completion. A follow-up assessment shall be administered by CONTRACTOR at the end of the academic year, and an analysis of change comparing baseline with follow-up assessments shall be submitted to COUNTY prior to the end of the contract term. CONTRACTOR is required to ensure that students from all grade levels complete, in full, the baseline assessment and follow-up assessments at the appropriate noted time frames and/or dates stated above. The assessments shall be developed in conjunction with COUNTY and be administered and analyzed by the CONTRACTOR.
 2. Developing a baseline through an assessment of select staff at Valley High School Health TECH Academy regarding awareness of mental health issues. The required baseline assessment is to occur for the select staff participants prior to the required Youth - Mental Health First Aid (MHFA) Course and a follow-up assessment at the conclusion of the MHFA Course. CONTRACTOR shall use the instrument provided by COUNTY for the baseline and follow-up assessments for staff. CONTRACTOR shall match the baseline and follow-up assessments and submit to COUNTY an analysis of change as a result of staff having completed the course.
- B. CONTRACTOR shall provide a summary narrative, between three (3) and five (5) pages in length, at the end of the second semester during the contract term. This summary narrative shall discuss successes, challenges, what worked, what could have worked better, etc. In addition, provide an aggregate summary report of assessment scores on mental health awareness or other comprehensive measurement used to determine progress in the administration of the mental health curriculum including, but not limited to:
1. Curriculum taught
 2. Elements of Curriculum tested
 3. Outcome results of assessments

- C. The extent to which these outcomes are achieved will be measured and/or documented by COUNTY.

VIII. ADDITIONAL PROVISIONS

- A. CONTRACTOR shall adhere, when applicable, to the guidelines and policies and procedures issued by COUNTY.
- B. CONTRACTOR shall collaborate with the COUNTY to track services provided and collect comprehensive assessments, pre and post tests to each section and grade of learning.
- C. CONTRACTOR shall provide bi-annual written reports describing program activities and data evaluating the program effectiveness to the COUNTY Service Performance Monitor to ensure quality management. Reports shall be e-mailed to the Service Performance Monitor within 30 days after the first semester and second semester during the contract term.
- D. CONTRACTOR agrees all materials created for student and public dissemination shall reflect the collaborative nature of this curriculum development and implementation. All Program Announcements, Brochures, Press Releases, and/or Printed Materials including the mental health curriculum and other types of documents (e.g., flyer, cards, typed materials, etc.) shall reflect "This program is funded by the Sacramento County Division of Behavioral Health Services through the voter approved Proposition 63, Mental Health Services Act (MHSA)." The COUNTY logo shall be used with this text in accordance with COUNTY logo guidelines.

DRAFT

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County of Sacramento

County of Sacramento
Payee Data Record
(REV November 2013)

PURPOSE OF FORM

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you for real estate transaction.

ARE YOU A RESIDENT OR A NONRESIDENT?

Each corporation, individual/sole proprietor, partnership, estate or trust doing business with the County of Sacramento must indicate their residency status along with their taxpayer identification number.

A **corporation** will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For **individual/sole proprietorship**, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a **partnership** is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate, if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the United States, call.....1-800-852-5711
From outside the United States, call.....1-916-845-6500
For hearing impaired with TDD, call.....1-800-822-6268

EXEMPTIONS

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemption box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on page 3 of IRS Form W-9 (Rev. 8-2013) for the codes.

ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident payees, including corporations, individuals, partnerships, estates, and trusts, are subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FRB 588 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

State of California
Franchise Tax Board
Nonresident Withholding Section
Attention: State Agency Withholding Coordinator
P.O. Box 651 Sacramento, CA 95812-0651
Telephone: (916) 845-4900
FAX: (916) 845-4831

WEB SITE: www.ftb.ca.gov

If a reduced rate of withholding or waiver has been authorized by the Franchise Tax board, attach a copy to this form.

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PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The County of Sacramento requires that all parties entering into business transactions that may lead to payment(s) from the County must provide their valid Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18646 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109(a). The TIN for an individual and a sole proprietorship is the Social Security Number (SSN). The Internal Revenue Service (IRS) considers a TIN as incorrect if either the name or the number shown on an account does not match a name and number combination in their files or the files of the Social Security Administration (SSA). Section 3406 of the Internal Revenue Code requires that we withhold 28% in tax, called backup withholding, if the correct Payee name/TIN combination is not provided.

It is mandatory to furnish the information required. Federal law requires that payments for which the requested information is not provided be subject to a 28% withholding and state law imposes noncompliance penalties of up to \$20,000.

EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
ELK GROVE UNIFIED SCHOOL DISTRICT
hereinafter referred to as "CONTRACTOR"

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by CONTRACTOR, its agents, representatives, or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CONTRACTOR to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. COUNTY's requirements shall be reasonable, but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

I. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY with certificates evidencing coverage required below. Certificate(s) must clearly state the required types of insurance and the associated limits, including Sexual Molestation and Abuse. **Copies of required endorsements must be attached to the provided certificates.** The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by County before performance commences. COUNTY reserves the right to require that CONTRACTOR provide complete copies of any policy of insurance or endorsements offered in compliance with these specifications.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- COPY
- A. **General Liability:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, Sexual Molestation and Abuse, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.
 - B. **Automobile Liability:** Insurance Services Office's Commercial Automobile Liability coverage form CA-0001.

 Commercial Automobile Liability: Auto coverage symbol "1" (any auto) for corporate/business-owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.

 Personal Automobile Liability: Personal Lines automobile insurance shall apply if vehicles are individually owned.
 - C. **Workers' Compensation:** Statutory requirements of the State of California and Employer's Liability Insurance.
 - D. **Professional Liability or Errors and Omissions Liability insurance,** including Sexual Molestation and Abuse coverage (unless included under the CONTRACTOR's General Liability), appropriate to CONTRACTOR's profession.
 - E. **Umbrella or Excess Liability policies** are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

III. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$1,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000
Sexual Molestation and Abuse (Per person or occurrence/annual aggregate)	\$250,000/\$1,000,000

B. Automobile Liability:

1. Commercial Automobile Liability for Corporate/business-owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

C. Workers' Compensation: Statutory.

D. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

E. Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim and aggregate, including Sexual Molestation or Abuse (unless coverage provided by Commercial General Liability Policy.) Sexual Molestation or Abuse may be included under Professional Liability with a sublimit not less than \$250,000 per person or occurrence and \$1,000,000 annual aggregate.

IV. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by COUNTY.

V. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE

If professional liability coverage is written on a Claims Made form:

- A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.
- B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- C. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

VI. OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

A. All Policies:

1. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any

Agenda Item No: 25

Board Agenda Item

Supplement No. _____

Meeting Date August 19, 2014

Subject:

Division: Student Services

**2014-2017 Sacramento County Office of Education Memorandum of Agreement:
Maintaining and Operating Classes for Severely Handicapped and Seriously Emotionally Disturbed Students**

Action Requested:

The Board of Education is requested to receive and approve the continuation of the Sacramento County Office of Education Memorandum of Agreement for Maintaining and Operating Classes for Severely Handicapped and Seriously Emotionally Disturbed Students. The term of the agreement is for three years commencing July 1, 2014 and ending June 30, 2017.

Discussion:

Elk Grove Unified School District and the Sacramento County Office of Education collaborate on providing services for severely handicapped and seriously emotionally disturbed students in our district. This arrangement is mutually beneficial to both agencies in providing these services.

The Board of Education is asked to approve the Sacramento County Office of Education (SCOE) Memorandum of Agreement for Maintaining and Operating Classes for Severely Handicapped and Seriously Emotionally Disturbed Students. The new term of the agreement is for three years commencing July 1, 2014 and ending June 30, 2017.

Financial Summary:

Prepared By: Bill Tollestrup

Division Approval: Mark Cerutti

Prepared By: _____

Superintendent Approval: Steven M. Ladd, Ed.D.

Board Agenda Item

Subject: Project R.I.D.E. Operational Agreement for 2014-2015 **Department:** Education Services

Action Requested:

The Board of Education is requested to approve the operational agreement between Elk Grove Unified School District and Project R.I.D.E. (Riding Instruction Designed for Education) for therapeutic riding services for the 2014-2015 school year.

Discussion:

The Board of Education is requested to approve the operational agreement between Elk Grove Unified School District and Project R.I.D.E.

Project R.I.D.E. is a wonderful example of the Elk Grove Unified School District partnering with the community to provide meaningful services to our students with disabilities. Under this agreement, Project R.I.D.E. will provide up to 1,937 hours of therapeutic riding services to students in the Elk Grove Unified School District.

Financial Summary:

Elk Grove Unified School District will provide \$77,500 for Project R.I.D.E. in the 2014-2015 school year. There has been no change in the funding amount since 2009-2010. Funding sources for the 2014-2015 Project R.I.D.E. agreement will be through the Local Control Funding Formula (LCFF).

Prepared By: _____ **Division Approval:** Mark Cerutti *M.C.*
Prepared By: _____ **Superintendent Approval:** Steven M. Ladd, Ed.D. *SML*

AGREEMENT FOR SERVICES
(Project RIDE)

This Agreement is effective as of July 1, 2014 and is by and between the Elk Grove Unified School District, a political subdivision of the State of California ("District") and Project RIDE, Inc., a California nonprofit public benefit corporation ("Project RIDE").

Recitals

WHEREAS, Project RIDE provides students in the District and in the Sacramento County Office of Education with opportunities to ride horses for therapeutic and recreational purposes;

WHEREAS, the District seeks services from Project RIDE to provide riding time for its students.

Agreement

SECTION 1. Recitals. The above recitals are true and correct.

SECTION 2. Term. The term of this Agreement shall be July 1, 2014 through June 30, 2015. The parties may agree to extend this Agreement on terms mutually acceptable to both parties.

SECTION 3. Riding Hours. Project RIDE agrees to provide to the District a total of one thousand nine hundred thirty seven (1,937) hours of therapeutic riding services to district students during the term of this Agreement. The parties may agree to increase or decrease the amount of hours by mutual written consent.

SECTION 4. Payment for Services.

(a) Total Fees. The District hereby agrees to pay, and Project RIDE hereby agrees to accept, an amount of seventy seven thousand five hundred dollars (\$77,500) for services provided by Project RIDE during the term of this Agreement.

(b) Payments. At the conclusion of each fiscal quarter (September 30, December 31, March 31, and June 30) the District shall forward an amount equal to one-fourth of the total payment described in Section 3 (above). The parties shall meet at the conclusion of the third quarter (on or shortly after March 31, 2015), and again at the conclusion of the term, to rectify any discrepancies in riding time and payments therefore.

(c) Adjustments in Riding Hours. In the event the parties need to rectify the amount paid for hours of services provided or in the event the parties agree to increase or decrease the amount of riding time provided during the total term of the Agreement, the fees shall be adjusted based upon an hourly rate of forty dollars (\$40) per riding hour provided or omitted.

SECTION 5. Representations and Warranties of Project RIDE.

(a) Project RIDE hereby acknowledges and warrants that it has been certified by the North American Riding for the Handicapped Association and that such certification shall be valid during the term of this Agreement.

(b) Project RIDE further acknowledges and warrants that it and its employees have sufficient training to provide the services being offered hereunder.

(c) Project RIDE further acknowledges and warrants that it has obtained any and all necessary licenses and permits related to its operation and will maintain such licenses and permits throughout the term of this Agreement.

(d) Project RIDE further acknowledges and shall verify that all employees working with District students have tested negatively for tuberculosis within the past four years.

SECTION 6. District Obligations. The District shall provide staff to supervise students while participating in riding sessions with Project RIDE.

SECTION 7. Insurance. Project RIDE shall not commence services before obtaining, and shall maintain in force at all times during the duration and performance of this Agreement, the policies of insurance specified in this Section.

(a) Worker's Compensation. Project RIDE shall provide insurance as required by California law to protect its employees, contractors and subcontractors from all claims under Workers' Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations.

(b) General Liability. Project RIDE shall carry insurance that includes, but not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than one million dollars (\$1,000,000) per occurrence/five thousand dollars (\$5,000) medical per occurrence. Project RIDE shall also submit to the District a Certificate of Insurance naming the Elk Grove Unified School district as the Certificate Holder and also as an additional named insured party by endorsement for the activities described in this Agreement.

SECTION 8. Indemnification. Project RIDE shall indemnify and hold the District, its officers, employees, and agents harmless from any and all claims arising out of the services provided under the term of this Agreement except for such claims due to the sole negligence or willful misconduct of the District.

Board Agenda Item

Subject: Elk Grove Auto Mall 2014/2015 Graduating Seniors Attendance Drive Agreement **Division:** Communications

Action Requested: The EGUSD Board of Education is asked to approve the Elk Grove Auto Mall 2014/2015 Graduating Seniors Attendance Drive Agreement.

Discussion:
 For the ninth year in a row, the Elk Grove Auto Mall has agreed to donate up to \$20,000 towards the purchase of a vehicle from one of their 21 brands to a graduating senior high school student with at least five months of perfect attendance and at least a 2.0 GPA. This contract details the agreement between the Elk Grove Auto Mall and the Elk Grove Unified School District, including the official contest rules.

Pending Board approval, this year's campaign will begin on Tuesday, September 2, 2014, and run through Friday, May 1, 2015. The Graduating Seniors Attendance Drive is a part of EGUSD's **No Excuses – Go to School Attendance Campaign**. The campaign promotes regular school attendance with incentives and outreach to parents and students through school newsletter articles, press releases, letters home, posters, calendars and flyers.

Graduating seniors who attend all class periods of all school days within a calendar month for at least five months in August, September, October, November and December 2014 and January, February, March, and April 2015 and have at least a 2.0 GPA are qualified to enter the contest. The contest will conclude in mid-May with a drawing to select ten finalists for the Grand Finale Event.

Nine of the ten finalists will represent each of the comprehensive high schools in the district (Cosumnes Oaks, Elk Grove, Florin, Franklin, Laguna Creek, Monterey Trail, Pleasant Grove, Sheldon and Valley). One student will represent the three continuation high schools in Elk Grove Unified (Calvine, Daylor and Rio Cazadero). One student represents all continuation high schools because they have smaller senior classes than the comprehensive high schools. By combining all continuation high school senior classes together, the total is similar to the enrollment of a senior class at a comprehensive high school.

At the Attendance Drive's Grand Finale Event, the ten finalists will attempt to start one of ten vehicles. Only one car will start and the student who starts the car will win the \$20,000 grand prize. The nine runners-up will each receive a \$100 VISA gift card from the Elk Grove Auto Mall.

Financial Summary: N/A

Prepared By: Torrey Johnson Division Approval: Elizabeth Graswich *EG*
 Prepared By: _____ Superintendent Approval: _____ *Sam J*

**ELK GROVE AUTO MALL
2014/2015 GRADUATING SENIORS ATTENDANCE DRIVE AGREEMENT**

This agreement ("Agreement") is entered into as of August __, 2014, between the Elk Grove Auto Mall Owners Association, a California non-profit/mutual-benefit corporation, ("Donor"), whose principal place of business is on Auto Mall Drive, Elk Grove, California, and the Elk Grove Unified School District (EGUSD), a California Public School District and non-profit organization, whose principal place of business is 9510 Elk Grove-Florin Road, Elk Grove, California ("Charity").

Recitals

- A. Charity is organizing and administering an EGUSD Attendance Campaign for seniors in the Class of 2015, to be known as the "Elk Grove Auto Mall 2014/2015 Graduating Seniors Attendance Drive," that will culminate in an event held on or about May 29, 2015 in Elk Grove, California (referred to herein as the "Event"). Charity desires to have Donor donate up to \$20,000 redeemable solely towards the purchase of a vehicle from the Elk Grove Auto Mall, as a prize for said Event.

- B. Donor is willing to donate up to \$20,000.00 to be used solely towards the purchase of a vehicle from one of twenty-one (21) of the Elk Grove Auto Mall dealer brands.

Now, therefore, based upon the above premises and in consideration of the covenants and conditions herein, the parties agree as follows:

- 1.0 Contest.** In conjunction with the Event, Charity shall organize, promote, and stage a contest (herein after called the "Contest"). Charity shall have sole responsibility for ensuring that the Event and Contest are organized, promoted, and staged in compliance with federal, state, and local law (the "Law"). The grand prize shall be up to \$20,000.00 to purchase a vehicle of the winner's choice from the Donor. The Contest shall consist of a random drawing of eligible entries for the donation. The winner of the drawing shall be selected no later than June 30, 2015, or if the Event is postponed, on a date approved in writing by Donor.

- 2.0 Administration of Event and Contest.** Charity shall be responsible for the organizing, staging, and overall administration of the Event and Contest. Charity's responsibilities for administration of the Event and Contest shall include, without limitation, the following:
 - 2.1 Contest Rules. Creation of the rules for the Contest, including without limitation, ensuring the rules specifically include those items indicated in **Exhibit A** attached hereto and incorporated herein by this reference; and Charity shall provide Donor with a copy of the rules, certification forms, and winner acknowledgement forms prior to their distribution;

 - 2.2 Selection. Selection of the winners from eligible participants in conformance with the rules of the Contest and the Law;

 - 2.3 Notification. Notification to all winners and arrangement of the provision of all applicable prizes to each winner;

- 2.4 Certificate of Eligibility. Charity shall use its best efforts to obtain a Certificate of Eligibility and Liability/Publicity Release from the Contest winners, in substantially the form attached hereto as **Exhibit B** or other form mutually agreed upon by the parties hereto (the "Certificate of Eligibility"). Donor may generate a publicity release (or use of information regarding the Contest winners) in internal company publications, and Charity shall provide information to Donor (in compliance with the Law) to support such activities of Donor.

3.0 Donation

- 3.1 Taxes and Fees. The Donor will pay taxes, licensing and/or registration fees incurred following the purchase of a vehicle up to \$20,000 ("Prize Limit"). The Contest winner shall be solely responsible for any other costs that exceed the Prize Limit that are associated with purchasing the vehicle. The Charity shall not be responsible for any such taxes, fees or costs. Failure of winners to pay such taxes, fees or costs shall terminate Donor's and Charity's obligations with respect to said winners in accordance with the Contest rules.

4.0 Use of Trademarks and Trade Names

- 4.1 Use of Donor's Names and Marks. Donor hereby grants Charity the non-exclusive license to display Donor's names, trademarks, trade names, logos, and service marks (the "Donor's Names and Marks") only in association with and the staging of the Contest in the continental U.S. and only after receipt of prior written approval from Donor for each display of such names and marks. Charity will submit all materials bearing the Donor's Names and Marks to Donor for such approval. Charity will include any trademark or copyright or other markings reasonably requested by Donor.
- 4.2 Use of Charity's Name. Charity grants Donor the right to be an official donor to the Charity. Donor may mention its donation hereunder in connection with the advertising, marketing, and public relations efforts upon Charity's approval. With the consent of Charity, and provided that the Contest winners have executed publicity releases, Donor and its designees may use images of the winners of the Contest as well for such purposes.

5.0 Miscellaneous Provisions

- 5.1 Breach of Agreement. If either party breaches a material provision of this Agreement, then the other party may, at its option, immediately terminate this Agreement by giving written notice to the breaching party of such termination and specifying the reasons therefore.
- 5.2 Assignment. This Agreement is binding upon Charity and Donor and their successors. Except as otherwise provided herein, neither Charity nor Donor shall assign, sublet or transfer its interest in this Agreement or any part thereof or delegate its duties hereunder without the prior written consent of the other. Any assignment, transfer, or delegation made without such written consent shall be void and shall be a material breach of this Agreement.
- 5.3 Representatives. Charity and Donor shall each designate a representative of their respective organizations to serve as the primary contact person for each party regarding performance

of this Agreement. The Charity representative shall cooperate with Donor and Donor representative shall cooperate with Charity in all matters regarding this Agreement and in such a manner as will result in the performance of the work in a timely and expeditious fashion.

Charity Representative

Elizabeth Graswich
Director, Communications
Elk Grove Unified School District

Donor Representative

Maggie Tadlock
Elk Grove Auto Mall Owners Association

5.4 **Entire Agreement; Amendments.** This Agreement represents the entire and integrated Agreement between Charity and Donor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written agreement signed by both parties.

5.5 **Governing Law; Dispute Resolution.** The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement. If any dispute arises out of this Agreement, then upon the written request of either party the parties shall meet and attempt to resolve the same amicably for a period of up to 30 days. Any dispute not otherwise resolved shall be submitted for binding arbitration. The arbitration proceeding will be conducted in Sacramento County, California, before an individual arbitrator under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time a demand for arbitration is made. To the extent that there is any conflict between the rules of the American Arbitration Association and this arbitration clause, this clause will govern and determine the rights of the parties. The decision of the arbitrator, including the determination of the amount of any damages suffered, will be exclusive, final, and binding on all parties, their heirs, executors, administrators, successors, and assigns, as applicable, and any court of competent jurisdiction may enter judgment thereon. If the Arbitrator awards specific performance, any court of competent jurisdiction may enforce such award. The costs of arbitration, including administrative fees, fees for a record and transcript, and the arbitrator's fees, as well as reasonable attorney's fees will be awarded to the party determined by the arbitrator to be the prevailing party. California law governs this Agreement. Nothing in this "Dispute Resolution" provision precludes either party from pursuing court actions for specific performance or injunctive or other equitable relief.

5.6 **Attorney's Fees.** If either party to this Agreement brings or participates in any legal action for any relief against the other, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorney's fees incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.

5.7 **Donor's Indemnification.** Donor shall save, keep and hold the Charity and its officers, agents, employees and volunteers harmless from any loss, cost, expense (including attorney's fees), damage, claim or liability, in law or equity, including, but not limited to,

liability as a result of injury to or death of any person or damage to or loss or destruction of any property, resulting from or arising out of or in any way connected with the performance of this Agreement by the Donor, and any of its officers, employees, or agents, regardless of the negligence of the Charity and its officers, agents, employees or volunteers, except where such loss, cost, expense, damage, claim or liability results solely from the active negligence or willful misconduct of the Charity, and its officers, agents, employees or volunteers. Upon request of the Charity, the Donor shall, at no cost or expense to Charity, and its officers, agents, employees or volunteers, defend any suit asserting a claim for any loss, damage, or liability due to the performance of this Agreement by Donor and any of its officers, employees, or agents, and the Donor shall pay any costs and attorney's fees that may be incurred by Charity, and its officers, agents, employees or volunteers in connection with any such claim or suit.

- 5.8 Charity's Indemnification. Charity shall save, keep and hold the Donor and its officers, agents, employees and volunteers harmless from any loss, cost, expense (including attorney's fees), damage, claim or liability, in law or equity, including, but not limited to, liability as a result of injury to or death of any person or damage to or loss or destruction of any property, resulting from or arising out of or in any way connected with the performance of this Agreement by the Charity, and any of its officers, employees, or agents, regardless of the negligence of the Donor and its officers, agents, employees or volunteers, except where such loss, cost, expense, damage, claim or liability results solely from the active negligence or willful misconduct of the Donor, and its officers, agents, employees or volunteers. Upon request of the Donor, the Charity shall, at no cost or expense to Donor, and its officers, agents, employees or volunteers, defend any suit asserting a claim for any loss, damage, or liability due to the performance of this Agreement by Charity and any of its officers, employees, or agents, and the Charity shall pay any costs and attorney's fees that may be incurred by Donor, and its officers, agents, employees or volunteers in connection with any such claim or suit.
- 5.9 Surviving Obligations. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the expiration or termination of this Agreement.
- 5.10 Authority. Each of the individuals signing below, purportedly as an agent for the Donor or Charity, individually represents and warrants that he or she is authorized to execute this Agreement and bind the Donor or Charity (as applicable), and that this Agreement is binding and enforceable against the party on whose behalf the individual is signing.
- 5.11 Interpretation. Words used in the singular shall include the plural, and vice-versa, and any gender shall be deemed to include the other. The captions and headings of the Articles and Sections of this Agreement are for convenience of reference only, and shall not be deemed to define or limit the provisions hereof. Each party acknowledges that such party and its counsel, after negotiation and consultation, have reviewed and revised this Agreement. As such, the terms of this Agreement shall be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits hereto or thereto.

5.12 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

5.13 Further Acts. Each party, at the request of the other, shall execute, acknowledge (if appropriate) and deliver whatever additional documents, and do such other acts, as may be reasonably required in order to accomplish the intent and purposes of this Agreement.

5.14 Exhibits. Exhibits to this Agreement attached hereto are incorporated herein by reference.

5.15 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each such other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement as of the day and year first above written.

ELK GROVE UNIFIED SCHOOL DISTRICT

By _____
Superintendent

ELK GROVE AUTO MALL OWNERS ASSOCIATION

By _____

Title _____

Tax I.D. or Social Security Number

Exhibit A

ELK GROVE UNIFIED SCHOOL DISTRICT

OFFICIAL RULES AND REGULATIONS of the Elk Grove Auto Mall 2014/2015 Graduating Seniors Attendance Drive

These are the official rules ("Official Contest Rules") for the Elk Grove Auto Mall 2014/2015 Graduating Seniors Attendance Drive (the "Contest").

- 1) NO PURCHASE IS NECESSARY TO PARTICIPATE OR WIN.
- 2) Eligibility. The following regulations determine a student's eligibility in the Contest:
 - a. The Contest is open to all students in the Elk Grove Unified School District ("EGUSD") graduating class of 2015 legally residing in the United States.
 - b. Students must have at least a 2.0 GPA to be eligible to participate.
 - c. Students must have five (5) months of perfect attendance to be eligible to participate. Perfect attendance means that the student has attended all class period of all school days within the calendar month of September, October, November or December 2014 and January, February, March or April 2015. These months do not have to occur consecutively.
 - d. Students must attend one of the following EGUSD high schools: Cosumnes Oaks, Elk Grove, Florin, Franklin, Laguna Creek, Monterey Trail, Pleasant Grove, Sheldon, Valley, Calvine High, William Daylor High or Rio Cazadero.
 - e. **Employees, and the children of employees, of EGUSD, the Elk Grove Auto Mall, any of its automobile dealerships, advertising agencies, or affiliates or subsidiaries of such dealerships or advertising agencies, and household members of any such employees, are not eligible to participate in the Contest.**
- 3) Sponsors. This Contest is sponsored by the Elk Grove Unified School District, 9510 Elk Grove-Florin Road, Elk Grove, California, and the Elk Grove Auto Mall, 8550 Laguna Grove Drive, Elk Grove, California (the "Sponsors").
- 4) Agreement to Official Contest Rules. Each eligible student who enters the Contest is a "Contestant." Entry into the Contest constitutes Contestant's full and unconditional agreement to and acceptance of these Official Contest Rules. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 5) Contest Period. The Contest begins on September 2, 2014, and ends on or about May 1, 2015.
- 6) How to Enter. Each student must turn in Exhibits B-1 & B-2 to their schools front office. Exhibits B-1 & B-2 must be turned in by May 22, 2015.
- 7) Each month, a list of seniors with perfect attendance from the previous month will be posted so students can check on their status. Lists will be posted one week after the end of the month.
- 8) Selection of Prizewinners. Prizewinners will be selected as follows:
 - a. On May 15, 2015, random drawings will be held at each of the nine (9) EGUSD Comprehensive High Schools with a 2015 graduating class (Cosumnes Oaks, Elk Grove, Florin, Franklin, Laguna Creek, Monterey Trail, Pleasant Grove, Sheldon and Valley) from among all Contest entries at those sites and one finalist will be selected from each of those sites. For the three (3) alternative education high schools (Calvine High, William Daylor High and Rio Cazadero), all Contest entries from those three (3) sites will be combined and one finalist will be selected from among those entries. There will be 10 total finalists.

- b. Each of the 10 finalists will be invited to attend the Grand Prize Award Event, to be held at the Elk Grove Auto Mall on or about May 22, 2015. Each of the finalists attending the Grand Prize Award Event will select an automobile key at random from 10 keys and attempt to start a car selected by the Sponsors. The finalist with the key that starts the car is the Grand Prize winner, and each of the remaining finalists is a runner-up. The Grand Prize winner must be present to win the Grand Prize. Runners-up need not be present to win a runner-up prize.
 - c. Prizewinners must complete all graduation requirements in the month of May 2015. The Grand Prize winner must be a licensed driver and must be 18 by the time he or she redeems the Grand Prize. The car must also be placed in the name of the Grand Prize winner. The deadline for meeting all requirements to redeem all prizes is December 1, 2015, and any prizes that are not redeemed by then, or for which all requirements have not been met by then, are forfeited automatically. If the Grand Prize is so forfeited, then the Sponsors will select a new Grand Prize winner at random from among the runners-up. Each of the runners-up will be notified that the winner has forfeited the Grand Prize, and will be notified of a new date and time at which a second Grand Prize drawing will be held. Each runner-up who attends the second Grand Prize drawing will be given an automobile key at random from 9 keys and attempt to start a car selected by the Sponsors. The finalist with the key that starts the car is will be the new Grand Prize winner. The new Grand Prize winner will forfeit the previously awarded runners-up prize described in paragraph 9. The runners-up at the second Grand Prize drawing will not be entitled to another prize. A runner-up so selected as the new Grand Prize winner will have 45 calendar days thereafter to meet all Grand Prize requirements and redeem the Grand Prize.
 - d. All drawing and prizewinner selection results are final upon verification. The odds of becoming a finalist depend on the number of Contest tickets received. The odds of a finalist winning the Grand Prize are 1:10, and the odds of a finalist winning a runner-up prize are 9:10. A list of the Contest prizewinners will be available from the Sponsors after December 1, 2015.
- 9) **Prizes.** One (1) Grand Prize winner will receive up to \$20,000.00 toward the purchase of a vehicle of the Grand Prize winner's choice from one of the twenty-one (21) dealer brands at the Elk Grove Auto Mall. The nine (9) runners-up will each receive a \$100.00 VISA gift card.
- a. The Elk Grove Auto Mall will pay taxes, licensing and/or registration fees incurred following the purchase of a vehicle up to the \$20,000.00 prize limit. The Grand Prize winner shall be solely responsible for any other costs greater than \$20,000.00 that are associated with purchasing the vehicle. EGUSD shall not be responsible for any such taxes, fees or costs. If the "purchase price" of a vehicle of the Grand Prize winner's choice is less than \$20,000.00, then the Grand Prize winner will not receive the difference in cash or otherwise. The Grand Prize has a value of up to \$20,000.00. Each of the runner-up prizes has a value of approximately \$100.00. All prizes shall be awarded (You should add when and where the prizes shall be awarded, for example "at the drawing held on or about May 15, 2015."). All prizes are nontransferable and non-refundable and must be accepted as awarded. There will be no substitution of prizes and no cash awarded in lieu of prizes. Contest winners shall be responsible for all taxes, license, title and registration fees, and any other costs associated with winning and use of the prizes, including any portion of the total purchase price of an automobile exceeding the \$20,000.00 Grand Prize.
- 10) **Certificate of Eligibility and Liability/Publicity Release.** Each Contest finalist (and if a finalist is a minor in his/her jurisdiction of residence, his/her parent or legal guardian) must sign a certificate of eligibility and liability/publicity release and return it to EGUSD on or before May 22, 2015 in order to be able to receive a prize. If a Contest finalist fails to have the certificate of eligibility and liability/publicity release signed and returned to EGUSD by the deadline, then an alternate Contestant will be selected in his/her place by random drawing from the names of all remaining eligible Contestants, and that person will become a finalist in his/her place.
- 11) **Publicity.** Acceptance of prizes constitutes permission for the Sponsors and/or their designees to use the prizewinners' names, hometowns, photographs, testimonials or other likenesses and/or prize information or personal exposition (and/or any edited portion thereof) for promotional, advertising and/or publicity purposes in any media, now or hereafter known throughout the world in perpetuity, without compensation or notice to, or further consent of, the winners to the extent permitted by law.
- 12) **General Conditions.** The Contest shall be staged in compliance with all applicable federal, state, and local laws, and the Contest is void where prohibited or restricted by law. Sponsors reserve the right to cancel, suspend, and/or modify the Contest if any fraud, or other problem corrupts the administration, security, or proper play of the Contest, as determined by Sponsors in their sole discretion. In such event, Sponsors reserve the right to award the prizes according to the "Selection of Prizewinners" criteria from among the eligible entries received up to the time of the impairment.

Sponsors reserve the right in their sole discretion to disqualify any individual they find to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Contest Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsors' failure to enforce any term of these Official Contest Rules shall not constitute a waiver of that provision.

- 13) Release. Except where prohibited, each Contestant agrees to release and hold harmless the Sponsors, and their affiliates, and their officers, directors, employees and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any prize.
- 14) Limitations of Liability. Except where prohibited, each Contestant agrees that the Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by Contestant's or printing errors; (b) unauthorized human intervention in any part of the Contest; (c) technical or human error which may occur in the administration of the Contest or the processing of entries; or (d) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Contestant's participation in the Contest or receipt of any prize.
- 15) Disputes. Except where prohibited, each Contestant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with the Contest or any prize awarded, other than the administration of the Contest or the determination of winners, shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Sacramento County, California, USA; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (c) under no circumstances will Contestant be permitted to obtain awards for and Contestant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Contest Rules, or the rights and obligations of the Contestant and Sponsors in connection with the Contest, shall be governed by, and construed in accordance with, the laws of State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of California.

Exhibit B

Elk Grove Auto Mall 2014/2015 Graduating Seniors Attendance Drive

Certificate of Eligibility and Liability/Publicity Release

I, _____, certify that I am a 12th grade student at _____ High School, enrolled in Elk Grove Unified School District. I certify that I will be 18 by December 1, 2015.

I reside at _____
(street address)

_____, _____, _____
(city) (state) (zip code)

My telephone number is: _____ . My valid driver's license number is: _____, and was issued in _____. My date of birth is: _____.

I am submitting this Certificate to the **Elk Grove Unified School District ("Charity")** with the understanding that it will be relied upon to determine my eligibility as the winner of a prize ("prize") in the Elk Grove Auto Mall 2014/2015 Graduating Seniors Attendance Drive contest ("Contest").

I represent that I have entered the Contest of my own free will and have complied with and am bound by the Official Contest Rules and that I have perpetuated no fraud or deception in entering this Contest or in claiming a prize. **I am not an employee, or the child, or member of the household, of an employee of the Charity. I further represent that I am not an employee of the Elk Grove Auto Mall ("Donor"), the Donor's advertising agencies, or any of the aforementioned entities' affiliates or subsidiaries, nor a household member of such employee.**

As the winner of a prize in this Contest, I agree to accept the prize as offered pursuant to the Official Contest Rules, which I read and agreed to as a condition for entering this Contest. I understand and agree that all applicable taxes (including any income taxes), licenses, title and/or registration fees and associated costs are my sole responsibility, including any portion of the total purchase price of an automobile exceeding the \$20,000.00 Grand Prize if I am the Grand Prize winner, and that if I do not accept the prize and pay said amounts and provide evidence of any legally required insurance within the time permitted by the Official Contest Rules, then I automatically will have forfeited my rights to the prize. I understand that I may have to pay State and Federal income taxes on the value of the prize, that neither the Charity nor the Donor has deducted or withheld any income or other taxes from the prize, and that the Charity must issue an IRS form 1099 to me following my acceptance and receipt of the prize. For that purpose I have furnished my social security number below.

IN EXCHANGE FOR MY RECEIPT AND ACCEPTANCE OF THE ABOVE-MENTIONED PRIZE, I HEREBY, FOR MYSELF, MY HEIRS, REPRESENTATIVES, INSURERS AND ASSIGNS, WAIVE AND RELEASE AND FOREVER DISCHARGE ANY AND ALL RIGHTS AND CLAIMS I MAY HAVE AGAINST CHARITY AND/OR THE DONOR FOR ANY MATTER, CAUSE OR THING WHATSOEVER WITH RESPECT TO, OR ARISING AS A

RESULT OF, MY ENTRY IN, PARTICIPATION IN, AND/OR STATUS AS A WINNER OF, THE CONTEST.

In addition, I hereby grant permission to Charity and Donor and/or their designees (without additional notice or further consent) for the use of my name, hometown, photograph, testimonial or other likeness and/or prize information or personal exposition (and/or any edited portion thereof) for promotional, advertising and/or publicity purposes in any media, now or hereafter known throughout the world in perpetuity, regarding my winning the Contest. I understand and agree that I will not be paid for such use.

I agree that no promise or inducement has been offered except as set forth herein, and that this Certificate of Eligibility and Liability/Publicity Release was not executed based upon statements or representations by any party other than those set forth herein. Invalidity, illegality, or unenforceability of any provision or any part of any provision of this Certificate of Eligibility and Liability/Publicity Release shall not affect or impair the validity, legality, or enforceability of any other provision or any part of any other provision.

I agree to return the prize to the Charity if any statement made by me in this Certificate is false. I have completely read this Certificate of Eligibility and Liability/Publicity Release and certify that I am voluntarily signing this document.

Signed: _____

Print Name: _____

Date: _____

Social Security Number: _____

Signature of Parent or Legal Guardian if above signatory is under 21 years of age:

Signed: _____

Print Name: _____

Relationship to winner: _____

Date: _____

Agenda Item No: _____

Board Agenda Item

Supplement No. _____

Meeting Date August 19, 2014

Subject:
Resolution to Participate In Lower Emission School Bus Program **Division:** Finance & School Support

Action Requested:
Approve Resolution to participate in the Lower Emission School Bus Program to qualify for a \$207,589.00 grant to fund the installation and purchase of particulate filters for eleven school buses.

Discussion:
The Elk Grove Unified School District operates one of the cleanest fleets in California for improved air quality for our students and community. The fleet includes Compressed Natural Gas (CNG) buses, clean diesel buses equipped with particulate traps, and a propane fueled bus.

As a leader in clean fuel opportunities, we have received millions in grant funding over the years. Our school bus fleet had been 100% compliant with all air quality regulations for particulate filters, all of which has been paid for with grant funding.

Recent air quality changes have included the requirement to place particulate filters on our smallest special education vans as new technology has become available for these vehicles. We currently operate 22 of the vans which are now required to be equipped with particulate filters. The district began the process of compliance, and filters have been installed in 4 of these 22 vehicles using district funds.

We are pleased to share that we have been notified that our application for \$207,589 in grant funding to purchase and install particulate filters on eleven of our buses has been tentatively approved from the Sac Joaquin Valley Air District.

Request the Board approve the resolution to participate in this program, and authorize Jill Gayaldo, Director of Transportation to sign and manage the contract. This is a reimbursement grant, which will cover the entire cost upon submission of installation and inspection verification.

Financial Summary:
\$207,589.25 cost to be fully reimbursed through grant funds

Prepared By: Jill Gayaldo **Division Approval:** Rich Fagan
Prepared By: _____ **Superintendent Approval:** Steven M. Ladd, Ed.D.

ELK GROVE UNIFIED SCHOOL DISTRICT
ELK GROVE, CALIFORNIA

RESOLUTION NO. 8, 2014-2015

RESOLUTION AUTHORIZING THE ELK GROVE UNIFIED SCHOOL DISTRICT TO MAKE APPLICATION FOR AND TO SIGN CERTAIN ASSURANCES WITH RESPECT TO APPLICATIONS FOR LOCAL, STATE AND FEDERAL PROGRAMS, PROJECTS OR GRANTS

WHEREAS, The Elk Grove Unified School District desires to provide clean air for our students and community and to identify and participate in Local, State, and Federal funding opportunities to meet that goal; and

WHEREAS, Several Local, State, and Federal programs allow public and non-profit transportation providers to apply for administration, capital, and operations assistance programs or grants; and

WHEREAS, the Elk Grove Unified School District Governing Board must authorize someone by resolution, as the "Authorized Individual" to make application and administer the Lower-Emission School Bus Program;

NOW, THEREFORE, BE IT RESOLVED that the Elk Grove Unified School District Governing Board hereby authorizes, Jill Gayaldo, Director for Transportation to make application for, to sign required assurances, and to administer the Lower-Emission School Bus Program with respect to applications for Local, State and Federal programs, projects or grants, on behalf of this School District.

Passed and Adopted at the regular meeting of the Board of Education of the Elk Grove Unified School District, held on the 19th day of August 2014.

Steven M. Ladd, Ed.D.
Secretary to the Governing Board of Education
for the Elk Grove Unified School District

ELK GROVE UNIFIED SCHOOL DISTRICT

29

Agenda Item No: _____

Board Agenda Item

Supplement No. _____

Meeting Date: August 19, 2014

Subject: _____ **Department:** Finance & School Support

APPROVAL OF THE DISTRICT PURCHASING DEPARTMENT TO ESTABLISH A CONTRACT TO PURCHASE AUTOMOTIVE OIL AND LUBRICATION PRODUCTS ONLY COOPERATIVELY THROUGH THE COUNTY OF PLACER. Revision to June 17, 2014 Board Agenda Item.

Action Requested:

The Board of Education is asked to approve a Contract, authorizing Elk Grove Unified School District Purchasing Department to purchase automotive oil and lubrication products through the County of Placer.

Discussion:

Public Code Section 20118 provides a statutory exception to the competitive bidding requirements set forth in the Public Contract Code by allowing district to utilize cooperative bids secured by other districts or public entities for the purchase of materials, supplies, and equipment.

It is in the best interest of the Elk Grove Unified School District to utilize the cooperative bid secured by the County of Placer.

The County of Placer, Bid #10167, issued to Hunt and Sons Inc., expiration date March 31, 2015, with the option to renew on a year to year bases. This contract is for Automotive Oil and Lubrication products only. This contract does not include Bulk Fuel.

Financial Summary:

Funding source will be budgeted through internal department operational monies.

Prepared By: Ruth Dew Division Approval: Rich Fagan

Prepared By: Ruth Dew Superintendent Approval: Steven M. Ladd, Ed.D.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 30

Board Agenda Item

Supplement No. _____

Meeting Date: August 19, 2014

Subject: **Department:** Finance & School Support
APPROVAL OF THE DISTRICT PURCHASING DEPARTMENT TO ESTABLISH A CONTRACT TO PURCHASE BULK GASOLINE AND DIESEL COOPERATIVELY THROUGH THE COUNTY OF PLACER.

Action Requested:
The Board of Education is asked to approve a Contract, authorizing Elk Grove Unified School District Purchasing Department to purchase bulk fuel (gasoline and diesel) through the County of Placer.

Discussion:
Public Code Section 20118 provides a statutory exception to the competitive bidding requirements set forth in the Public Contract Code by allowing district to utilize cooperative bids secured by other districts or public entities for the purchase of materials, supplies, and equipment.
It is in the best interest of the Elk Grove Unified School District to utilize the cooperative bid secured by the County of Placer.
The County of Placer, Bid #10271, issued to Hunt and Sons Inc., expiration date June 30, 2015, with the option to renew on a year to year bases. This contract is for Bulk Fuel only.

Financial Summary:
Funding source will be budgeted through internal department operational monies.

Prepared By: Ruth Dew Division Approval: Rich Fagan
Prepared By: Ruth Dew Superintendent Approval: Steven M. Ladd, Ed.D.

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 31

Board Agenda Item

Supplement No. _____

Meeting Date: August 19, 2014

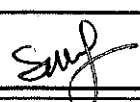
Subject: **Department:** Finance & School Support
RECEIPT OF BIDS AND AWARD OF A CONTRACT FOR FOAM SOAP AND DISPENSERS BID #552 13/14.

Action Requested:
The Board of Education is asked to authorize the award of a contract for **FOAM SOAP AND DISPENSERS.**

Discussion:
On May 6, 2014, bid requests were sent to sixteen (16) vendors to furnish the Elk Grove Unified School District with Foam Soap and Dispensers.
On Wednesday, May 28, 2014 bids were opened and read aloud in the Purchasing Department Conference Room at 2:00 p.m. Sixteen (16) vendors responded. Bid term expires June 30, 2017.
The Bid was originally awarded to Clean Source and Board Approved on June 17, 2014, but they were unable to provide the foam soap and dispensers at the bid price
The next low-bidder was ProClean, for the specified product. Therefore Administration recommends the re-award of the contract for Foam Soap and Dispensers to the following vendor:

<u>VENDOR</u>	<u>AMOUNT</u>
ProClean	\$ 106,790.40

Financial Summary:
Funding source will be budgeted through internal department operational monies.

Prepared By: Ruth Dew Division Approval: Rich Fagan
Prepared By: Ruth Dew Superintendent Approval: Steven M. Ladd, Ed.D. 

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 32

Board Agenda Item

Supplement No. _____

Meeting Date: August 19, 2014

Subject:

Department: Finance & School Support

APPROVAL OF THE DISTRICT PURCHASING DEPARTMENT TO ESTABLISH A CONTRACT TO PURCHASE HP COMPUTER EQUIPMENT, PERIPHERALS AND RELATED DEVICES, SOFTWARE AND SERVICES THROUGH WSCA-NASPO CONTRACT.

Action Requested:

The Board of Education is asked to approve a Contract, authorizing Elk Grove Unified School District Purchasing Department to purchase computer equipment, peripherals and related devices, software and services through WSCA-NASPO Contract.

Discussion:

Public Code Section 20118 provides a statutory exception to the competitive bidding requirements set forth in the Public Contract Code by allowing district to utilize cooperative bids secured by other districts or public entities for the purchase of materials, supplies, and equipment.

It is in the best interest of the Elk Grove Unified School District to utilize the cooperative bid secured by the WSCA-NASPO Contract Administration.

The WSCA-NASPO Contract Administration, Bid #B27164 awarded vendor DecoTech Systems, expiration date December 31, 2014.

Financial Summary:

Funding source will be budgeted through internal department operational monies.

Prepared By: Ruth Dew

Division Approval: Rich Fagan

Prepared By: Ruth Dew

Superintendent Approval: Steven M. Ladd, Ed.D.

Agenda Item No.: _____

Supplement No.: _____

Meeting Date: August 19, 2014

Board Agenda Item

Subject:

Department: Human Resources

WILLIAMS ACT QUARTERLY REPORT NOTIFICATION

Action Requested:

The Board is asked to receive a report on the Williams Act Quarterly Report Uniform Complaint Process for the period of April 1, 2014 through June 30, 2014.

Discussion:

Pursuant to the legislation embodied in Education Code section 35186(d), specifically as it relates to the Williams Case legislation, each school district is required by law to report to the County Superintendent of Schools, on a quarterly basis, summarized data on the nature and resolution of all Williams-type complaints filed with the district. Williams-type complaints relate to the sufficiency of textbooks, emergency school facility issues, and the vacancy or misassignment of teachers.

The summary reports are required to be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district and both the complaint and written responses are public records available to the public. A copy of the electronically submitted report is attached.

During the period of April 1, 2014 through June 30, 2014, there were no complaints filed.

Financial Summary:

Prepared By: 

Division Approval: _____ Brandon Krueger, Ed.D.

Prepared By: _____

Superintendent Approval: _____ Steven M. Ladd, Ed.D. 

Elizabeth Deissroth in Human Resources

From: Brandon Krueger in Human Resources
Sent: Thursday, July 24, 2014 5:45 PM
To: Elizabeth Deissroth in Human Resources
Subject: FW: Williams UCP Report Submission

Categories: Board or Cabinet

-----Original Message-----

From: support@scoe.net [mailto:support@scoe.net]
Sent: Thursday, July 24, 2014 5:41 PM
To: Brandon Krueger in Human Resources
Subject: Williams UCP Report Submission

*** COPY OF YOUR SUBMISSION ***

The following Williams UCP Quarterly Report information has been submitted. The form was submitted on 07/24/14. Questions about this report should be directed to Cyndi Kroeck: (916) 228-2672 or ckroeck@scoe.net.

----- NAME: Brandon Krueger

TITLE: Associate Superintendent, Human Resources

PHONE: (916) 686-7797 ext. 7692

EMAIL: bkrueger@egusd.net

DISTRICT: Elk Grove Unified School District

YEAR: 2014

QUARTER: Quarter 4 (April-June)

TEXTBOOKS_NUM_COMPLAINTS: 0

TEXTBOOKS_NUM_RESOLVED: 0

TEXTBOOKS_NUM_UNRESOLVED: 0

FACILITIES_NUM_COMPLAINTS: 0

FACILITIES_NUM_RESOLVED: 0

FACILITIES_NUM_UNRESOLVED: 0

TEACHERS_NUM_COMPLAINTS: 0

TEACHERS_NUM_RESOLVED: 0

TEACHERS_NUM_UNRESOLVED: 0

CAHSEE_NUM_COMPLAINTS: 0

CAHSEE_NUM_RESOLVED: 0

CAHSEE_NUM_UNRESOLVED: 0

Sender: 207.166.54.97 Mozilla/4.0 (compatible; MSIE 7.0; Windows NT 6.1; WOW64; Trident/5.0; SLCC2; .NET CLR 2.0.50727; .NET CLR 3.5.30729; .NET CLR 3.0.30729; Media Center PC 6.0; .NET4.0C; .NET4.0E; InfoPath.3)

Board Agenda Item

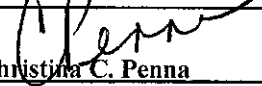
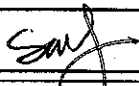
Subject:
 Out-of-State Field trip **Division:** Secondary Education

Action Requested:
 The Board of Education is asked to approve the Out-of-State Field Trips listed below.

Discussion:
 As part of its consent agenda, the Board is asked to approve the following out-of-state field trips.

School	Field Trip Destination	Field Trip Purpose	Dates of Trips
Franklin High School	Reno, NV	High Sierra Volleyball Tournament	August 28-30, 2014
Cosumnes Oaks High School	Reno, NV	High Sierra Volleyball Tournament	August 29-30, 2014
Pleasant Grove High School	Chicago, IL and Louisville, KY	National FFA Convention	October 27 - November 1, 2014

Financial Summary:

Prepared By: Libby Sidhu Division Approval:  Christina C. Penna
 Prepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D. 

ELK GROVE UNIFIED SCHOOL DISTRICT

Agenda Item No: 35

Board Agenda Item

Supplement No. _____

Meeting Date August 19, 2014

Subject:	Division: <u>Facilities and Planning</u>
Marion Mix Elementary School Change Order No. 3	

Action Requested:

The Board of Education is asked to (1) approve Change Order No. 3 with Broward Builders, Inc., and (2) authorize a district representative to sign the approved change order.

Discussion:

On October 15, 2013, the Board of Education awarded a contract to Broward Builders, Inc., for the Marion Mix Elementary School project. Change Order No. 3 consists of six (6) items. The complete change order, with backup, is on file in the Facilities and Planning office for review.

<u>Item #1</u>	Increase the size of plate washers at shear walls to adhere to a recently revised code interpretation by the Division of State Architects office. Requested by: Architect	ADD	\$ 2,632.00
<u>Item #2</u>	Furnish rebar in the retaining curb at the south property line to support the difference in elevation between the two properties. Requested by: Architect	ADD	\$ 1,224.00
<u>Item #3</u>	Provide additional pavement grinding on Laguna Park Drive to mitigate an unknown condition at the transition from new to existing roadway. Requested by: EGUSD	ADD	\$10,673.00
<u>Item #4</u>	Relocate the rear staircases within unit A to rectify a conflict between fire proofing requirements and plumbing. Requested by: Architect	ADD	\$11,065.00
<u>Item #5</u>	Provide additional connection from existing SMUD transformer to an existing SMUD power line to provide a looped circuit and limit future power outages. Requested by: EGUSD	ADD	\$ 4,075.00

Financial Summary:

This project is funded with State monies, Developer Fees and/or Measure A monies.

Prepared By: <u>Brad Parsons</u> <i>BP</i>	Division Approval: <u>Robert Pierce</u> <i>RP</i>
Prepared By: <u>Lee Leavelle</u> <i>LL</i>	Superintendent Approval: <u>Steven M. Ladd, Ed.D.</u> <i>SML</i>

<u>Item #6</u>	Provide high density batt insulation with scrim sheets in Kindergarten building to ensure proper attic ventilation. Requested by: Architect	ADD	\$ 5,329.00
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Attachment A provides detailed information on distribution of change order requests between Architect and District. Change Order No. 3 changes the contract amount of \$18,524,086.00 by \$34,998.00 to \$18,559,084.00.

PROJECT: Marion Mix Elementary School
ARCHITECT: Rainforth Grau Architects
CONTRACTOR: Broward Builders, Inc.
CONTRACT AMOUNT: \$18,424,000.00

	ARCHITECT INITIATED OR REQUESTED						EXISTING CONDITIONS	DISTRICT REQUESTED	
	Architectural	Electrical	Mechanical	Structural	Civil	Code		Additions	Credits
BUILDING	(33,324.00)	0.00	16,222.00	10,602.00	0.00	8,546.00	0.00	2,428.00	(4,095.00)
SITE	(5,427.00)	119,225.00	0.00	0.00	0.00	0.00	20,907.00		0.00
SITE AND BUILDING	(38,751.00)	119,225.00	16,222.00	10,602.00	0.00	8,546.00	20,907.00	2,428.00	(4,095.00)
TOTALS			\$115,844.00				\$20,907.00	(\$1,667.00)	

SUMMARY:

Original Contract Amount:	\$18,424,000.00	Contract completion date:	April 9, 2015
Net Change Orders Architect Requested	115,844.00	Time extension:	0 days
Net Change Orders Existing Conditions	20,907.00		
Net Change Orders District Requested	(1,667.00)		
Total Change Orders 3	135,084.00		
Total Current Contract Amount	<u>\$18,559,084.00</u>		