

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF EDUCATION  
OF THE ELK GROVE UNIFIED SCHOOL DISTRICT, July 24, 2018**

*Adopted*

The meeting was called to order by Ms. Chaires Espinoza at 5:00 p.m. in the Board Room of the Education Center.

**Members Present:** Nancy Chaires Espinoza, President; Carmine Forcina, Chet Madison, Sr., Crystal Martinez-Alire, Anthony Perez and Bobbie Singh-Allen; Absent – Beth Albiani, Clerk

**Others Present:** Christopher R. Hoffman, Superintendent; Mark Cerutti, Robert Pierce, Deputy Superintendents; Donna Cherry and David Reilly, Associate Superintendents; Bindy Grewal and Craig Murray, Assistant Superintendents; Shannon Hayes, Chief Financial Officer

**CLOSED SESSION** – Ms. Chaires Espinoza announced that the Board would meet in closed session to address the items on the closed session portion of the agenda and called for public comment on these items. There were no public comments on the following closed session items:

- I. Government Code Section 54956.9 Subdivision (d) Paragraph (1): Conference with Legal Counsel – Existing Litigation:** Claim Number 16616828
- II. Government Code Section 54956.9 Subdivision (d) Paragraph (2): Conference with Legal Counsel - Anticipated Litigation Significant Exposure to Litigation**
- III. Government Code Section 54957: Public Employee Discipline/Dismissal/Release/Complaint**
- IV. Government Code Section 54957.6: Conference with Labor Negotiators**  
Agency designated representatives: Christopher R. Hoffman,  
David Reilly, Robert Pierce, Karen Rezendes  
Employee Organizations: All Elk Grove Unified School District  
Bargaining Units and Unrepresented Employees

**OPEN SESSION** – Ms. Chaires Espinoza called the regular meeting to order at 6:01 p.m. and announced that the Board met in closed session and the following action was taken:

**Item II – Government Code Section 54956.9 Subdivision (d) Paragraph (2): Conference with Legal Counsel - Anticipated Litigation Significant Exposure to Litigation**

The Board took action to ratify a project closeout agreement with DLF Falk Construction for the Robert McGarvey Elementary School, the terms of which were previously authorized by the Board with a vote tallying 6 – 0. The agreement is available for the public by request and the material terms of the agreement will be recorded in tonight’s meeting minutes. See Appendix A

*Ayes –Chaires Espinoza, Forcina, Madison, Martinez-Alire, Perez and Singh-Allen; Nays – None; Absent – Albiani*

- I. Pledge of Allegiance** – Dr. Bindy Grewal, Assistant Superintendent of PreK-6 Education led the pledge of allegiance.
- II. Presentations/Recognitions - None**
- III. Resolutions - None**

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**IV. Student Expulsion/Involuntary Transfer Recommendations - None**

**V. Public Comment**

Patrick Storm and Connor Storm expressed their concerns about the safety issues near Franklin Elementary; the lack of sidewalks, lack of safe access for pedestrians, and transportation issues. Mr. Storm requested that funds to build a new school be allocated.

Jazz Kaur echoed the urgency of the building of a new school for the Franklin community. She thanked Mr. Pierce for the work that has taken place this summer and his help with a letter that she sent to the Governor on July 13<sup>th</sup>. She requested that further dialogue continue to take place so that information can be shared with the community and requested to meet with board members individually.

Janny Her, Jason Arseno, Rohan Singh, Robert Brewer, and Naveena Ujagar shared their concerns about the safety issues and tardiness Florin High School students still face when walking to school and/or taking public transportation. They requested that funds for transportation be added to the budget.

Allegra Taylor acknowledged that she misspoke at the last board meeting and apologized to the Board. She clarified that she thought the actions were idiotic but that the Board is not. She shared that as a leader in her community she took the time to examine her actions and her concerns over the unfairness, injustice and inequality that black youth faces.

Lorreen Pryor thanked Mr. Forcina for taking the time to meet with her. She stated that she had students from her social justice boot camp present so that they could witness advocacy in action. She referenced the June 12<sup>th</sup> board meeting and shared how difficult it is for her to believe that she will get the help she needs if there isn't a united front from the Board.

**VI. Consent Agenda - Action** – Motion No. 1, 2018-19, Motion by Mr. Madison, seconded by Mr. Forcina and carried unanimously by an affirmative vote of all board members present that items 1 through 47 be approved, except for items 2, 3, 5, and 27. *Ayes –Chaires Espinoza, Forcina, Madison, Martinez-Alire, Perez and Singh-Allen; Nays – None; Absent – Albiani*

- 1. Approval of Board Policy** – Approved Board Policy 5141.21-Administrating Medication and Monitory Health Conditions as aligned with the California School Boards Association (CSBA).
- 2. Approval of Minutes** – Approved the minutes from the regular board meeting that was held on June 26, 2018. *Item pulled by Mr. Perez for discussion/action.*
- 3. Personnel Actions** – Approved personnel appointments, leaves of absence, rehires, probationary releases, promotions, resignations, retirements, and returns from reemployment lists as submitted. *Item pulled by Mr. Perez for discussion/action.*
- 4. Williams Act Quarterly Report Notification** – Received a report on the Williams Act Quarterly Report Uniform Complaint Process for the period of April 1, 2018 through June 30, 2018.

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5. **2017-2018 and 2018-2019 Salary Schedules** – Per education codes (Classified) 45162 and (Certificated) 45023 the 2017-18 and 2018-19 salary schedules were approved. *Item pulled by Mr. Perez for discussion/action.*

Unit	TA or Summary Signing Dated	Board Approval Date
Air Force Junior Reserve Officer Training Corps #7		April 3, 2018
Adult Education #9	March 22, 2018	May 1, 2018
EGEA #10 & #17	March 22, 2018	May 1, 2018
PSWA #12 & #13	May 21, 2018	June 26, 2018
ATU #20	May 29, 2018	June 26, 2018
AFSCME #21	May 11, 2018	June 12, 2018
Confidential & Supervisory #22	June 21, 2018	June 26, 2018
CSEA #23		Pending Approval
Classified Support Personnel #24	June 21, 2018	June 26, 2018
Administrative Support #26 & #27	June 21, 2018	June 26, 2018
Management #18 & #28 (2017-2018)		
Management #18 & #28	June 21, 2018	June 26, 2018
Behavior Support Specialist #30 (2017-2018)		Pending Negotiations
Mental Health Therapists #35 (2017-2018)		Pending Negotiations

6. **Revised AB 1200 Elk Grove Education Association (EGEA)** – Approved the revised AB 1200 between EGUSD and EGEA.
7. **Revised Title and Job Description - Director, Human Resources** – Approved the revised title and job description of Director, Certificated Personnel to Director, Human Resources.
8. **New Job Description - Coordinator, Special Education** – Approved the new job description of Coordinator, Special Education.
9. **Ratification of Contracts-** Approved contracts signed by authorized staff in accordance with Board Policy 3312 as submitted.
10. **Ratification of Grant Contracts/Agreements** – Ratified grant contracts/agreements that have been signed by authorized district staff.
11. **Mello-Roos Tax Foreclosure Resolution** – Approved Resolution # 4, 2018-19, ordering that the delinquent taxes as defined in Exhibit A of the resolution be collected through judicial foreclosure, and that the County Tax Collector be relieved of further duty to collect them. The Board is also authorized Administration to finalize the resolution upon receipt of updated delinquency information as provided by the County Tax Collector’s Office through August 2018.
12. **Resolution for Authorized Signatures for Five Star Bank** – Approved Resolution No. 3, 2018-19, authorizing the Superintendent, Deputy Superintendent of Business Services & Facilities, Chief Financial Officer, Director of Fiscal Services, and Accounting Manager to sign for banking services with Five Start Bank on behalf of the District and schools.
13. **Resolution for Authorized Signatures for Payroll Documents Transmitted to County Superintendent of Schools** – Approved Resolution No. 1, 2018-19, authorizing the

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Superintendent, Deputy Superintendent of Business Services & Facilities, Chief Financial Officer, Director of Fiscal Services, and Accounting Manager to sign payroll documents to be transmitted to the County Superintendent of Schools.

- 14. Resolution for Authorized Signatures for Legal Expenditures and Documents Transmitted to County Superintendent of Schools** – Approved Resolution No. 2, 2018-19, authorizing the Superintendent, Deputy Superintendent of Business Services & Facilities, Chief Financial Officer, Director of Fiscal Services, and the Accounting Manager authority to sign documents to be transmitted to the County Superintendent of Schools and checks for the expenditures of services and materials, the securing and purchasing of which are legal charges against the funds of the District, and that the Superintendent shall be delegated authority to approve new signatures when necessitated by a change in personnel.
- 15. Resolution for Authorizing Agents for Contracts/Agreements** – Approved Resolution No. 5, 2018-19, authorizing the Superintendent, Deputy Superintendent of Business Services & Facilities, Chief Financial Officer, and the Director of Fiscal Services authority to sign Contracts/Agreements for funds received or drawn by the District, and that the Superintendent shall be delegated authority to approve new signatures when necessitated by a change in personnel.
- 16. Warrant Register No. 12** – Approved Warrant Register No. 12 – Warrant Numbers 036218-038654, 363316-364721, All Funds: June 1, 2018, through June 30, 2018.
- 17. Acceptance of Gifts** - Approved donations to the District’s schools/programs as submitted.
- 18. Approval of Purchase Order Encumbrance Modification History** - Approved purchase order encumbrance modifications from June 6 – July 9, 2018.
- 19. Approval of Purchase Order History** – Approved purchase orders for the weeks of May 1, 2018, through June 29, 2018.
- 20. Disposal of Obsolete/Surplus Property** - Approved the disposal of obsolete/surplus property deemed uneconomical to repair. No income is anticipated to be received for the miscellaneous items; however, any income that is received will be placed in the General Fund.
- 21. Disposal of Surplus Vehicle** – Authorized the disposal of the following surplus vehicle:

Vehicle #	Current Odometer	V.I.N.	License	Make & Model	Year Mod.	Reason for Disposal
073VAE	165977	1FMDA31X2PZC13254	E363240	Ford Aerostar	1993	Cost of repair will exceed the value of the vehicle

- 22. Extension of Request for Proposal (RFP) #587-16/17 for After School Providers** – Extended the award of RFP #587-16/17 to Sacramento Chinese Community Center at James McKee Elementary and STORM Program at Mary Tsukamoto Elementary as the afterschool providers for year three (3) of a possible five (5) year contract.
- 23. Extension of Request for Proposal (RFP) #586-16/17 for After School Providers** – Extended the award of RFP #586-16/17 to the City of Sacramento at Edward J. Harris Middle School as the afterschool provider for year three (3) of a possible five (5) year contract.

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- 24. Approval to Award Bid #620-17/18 Playground Wood Fiber Landing Material Installation** – Authorized the award of Bid #620-17/18 for Playground Wood Fiber Landing Material Installation and authorized the Director of Purchasing or designee to execute renewals, terminations (if deemed necessary), and to take other actions as necessary to uphold the contract in the best interest of the District.
- 25. Approval to Award Bid #640-17/18 Fish Sticks** – Authorized the award of Bid #640-17/18 for Food Services Fish Sticks and authorized the Director of Purchasing or designee to execute renewals, terminations (if deemed necessary), and to take other actions as necessary to uphold the contract in the best interest of the District.
- 26. Approval to Award Bid #630-17/18 Paper** – Authorized the award of Bid #630-17/18 for Food Services Paper and authorized the Director of Purchasing or designee to execute renewals, terminations (if deemed necessary), and to take other actions as necessary to uphold the contract in the best interest of the District.
- 27. Elk Grove High School, Barn Addition - Award of Contract** - Approved the award of contract to Plummerbuilt, Inc., for the total bid of \$288,320.00, authorized administration to sign all documents and contracts pertaining to this work and authorized administration to proceed with the next lowest responsible bidder should a fully endorsed contract with the low bidder, accompanied by certification of necessary bonds, not be obtained.  
*Item pulled by Mr. Perez for discussion/action.*
- 28. Samuel Jackman Middle School, Restroom Floor Repairs - Change Order No. 1** – Approved Change Order No. 1 with RBH Construction, Inc., and authorized a District Representative to sign the approved change order. Change Order No. 1 changes the contract amount of \$88,000.00 by \$5,506.00 to \$93,506.00.
- 29. Synthetic Turf and Track at Pleasant Grove High School - Change Order No. 4** – Approved Change Order No. 4 with Robert A. Bothman, Inc., and authorized a District Representative to sign the required documents to amend the contract. Change Order No. 4 changes the contract amount of \$3,560,997.00 by \$94,075.00 to \$3,655,072.00.
- 30. Synthetic Turf and Track at Valley High School - Change Order No. 4** - Approved Change Order No. 4 with Robert A. Bothman, Inc., and authorized a District Representative to sign the required documents to amend the contract. Change Order No. 4 changes the contract amount of \$1,542,987.00 by \$4,687.00 to \$1,547,674.00.
- 31. Synthetic Turf and Track at Franklin High School - Change Order No. 4** – Approved Change Order No. 4 with Robert A. Bothman, Inc., and authorized a District Representative to sign the required documents to amend the contract. Change Order No. 4 changes the contract amount of \$3,608,585.00 by \$53,001.00 to \$3,661,586.00.
- 32. Synthetic Turf and Track at Florin High School - Change Order No. 4** – Approved Change Order No. 4 with Robert A. Bothman, Inc., and (2) authorize a District Representative to sign the required documents to amend the contract. Change Order No. 4 changes the contract amount of \$3,155,390.00 by \$141,630.00 to \$3,297,020.00
- 33. Synthetic Turf and Track at Laguna Creek High School - Change Order No. 5** – Approved Change Order No. 5 with Robert A. Bothman, Inc., and (2) authorize a District

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Representative to sign the required documents to amend the contract. Change Order No. 5 changes the contract amount of \$3,596,366.00 by \$115,070.00 to \$3,711,436.00

34. **Synthetic Turf and Track at Laguna Creek High School - Acceptance and Notice of Completion** – Accepted the construction of Synthetic Turf and Track at Laguna Creek High School project, and authorized the filing of the Notice of Completion.
35. **Synthetic Turf and Track at Franklin High School - Acceptance and Notice of Completion** – Accepted the construction of Synthetic Turf and Track at Franklin High School project, and authorized the filing of the Notice of Completion.
36. **Synthetic Turf and Track at Florin High School - Acceptance and Notice of Completion** – Accepted the construction of Synthetic Turf and Track at Florin High School project, and authorized the filing of the Notice of Completion.
37. **Roofing 2018 at John Ehrhardt Elementary School - Change Order No. 1** – Approved Change Order No. 1 with California Single Ply, Inc., and authorized a District Representative to sign the approved change order. Change Order No. 1 changes the contract amount of \$619,000.00 by (\$75,000.00) to \$544,000.00.
38. **Roofing 2018 at Anna Kirchgater Elementary School - Change Order No. 1** – Approved Change Order No. 1 with California Single Ply, Inc., and authorized a District Representative to sign the approved change order.
39. **Roofing 2018 at Herman Leimbach Elementary School - Change Order No. 2** – Approved Change Order No. 2 with Rua & Son Mechanical, Inc., and authorized a District Representative to sign the approved change order. Change Order No. 2 changes the contract amount of \$206,667.00 by \$8,925.00 to \$215,592.00.
40. **Roofing 2018 at Herman Leimbach Elementary School - Acceptance and Notice of Completion** – Accepted the construction of Roofing 2018 at Herman Leimbach Elementary School project, and authorized the filing of the Notice of Completion.
41. **Roofing 2018 at Anna Kirchgater Elementary School - Acceptance and Notice of Completion** - Accepted the construction of Roofing 2018 at Anna Kirchgater Elementary School project, and authorized the filing of the Notice of Completion.
42. **Roofing 2018 at John Ehrhardt Elementary School - Acceptance and Notice of Completion** – Accepted the construction of Roofing 2018 at John Ehrhardt Elementary School project, and authorized the filing of the Notice of Completion.
43. **Approval to Purchase CatapultEMS Anonymous Bully Reporting System** – Authorized staff to purchase CatapultEMS Anonymous Bully Reporting services for all school sites.
44. **Head Start Cost of Living Adjustment (2018-2019)** – Approved a 2.6% Head Start Cost of Living (COLA) Adjustment and a 56% Training and Technical Assistance COLA effective for the 2018-2019 program year. There is no cost to the district, however, this increases the amount of the original contract by \$88,588.
45. **University Enterprises, Inc. (UEI) – Center for Mathematics and Science Education (CMASE) Contract** – Approved UEI-CMASE contract.

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- 46. **Elk Grove Adult and Community Education Course Approval for 2018-19** – Approved the Elk Grove Adult and Community Education’s course offerings for 2018/19.
- 47. **Out-of-State Field Trip** – Approved the following field trip:

School	Field Trip Destination	Field Trip Purpose	Dates of Trip
Elk Grove High School	Indianapolis, Indiana	SAGE Academy to National FFA Convention	October 21-28, 2018

Mr. Perez pulled items 2, 3, 5, and 27 from the consent agenda for discussion and approval.

Motion No. 2, 2018-19, Motion by Mr. Madison, seconded by Mr. Forcina and carried unanimously by an affirmative vote of all board members present that items 2, 3, 5, and 27 be approved. *Ayes – Chaires Espinoza, Forcina, Madison, Martinez-Alire and Perez; Nays – None; Absent – Albiani, Singh-Allen*

- VII. **LCAP Update - None**
- VIII. **Race and Educational Equity - None**
- IX. **Budget Update - None**
- X. **Facilities Update - None**
- XI. **Bargaining Units – No Comments**
- XII. **Reports**

- 1. **Project-Based Learning** – The Board received a report on Project-Based Learning (PBL) which included an overview of the program, its progress and next steps within the Elk Grove Unified School District.

The board commended Ms. Larson, Ms. Trunnell and Ms. Hubbard for the presentation. The Board held a discussion in which they expressed their support for the program, made suggestions and requested further information related to examples of PBL in our District.

- XIII. **Public Hearing/Action Items**
- 1. **Tentative Agreement between Elk Grove Unified School District and California School Employees Association (CSEA), 2017-2018 and 2018-2019**

There were no responses to the call for public hearing.

Motion No. 4, 2018-19, Motion by Ms. Singh-Allen, seconded by Mr. Perez and carried unanimously by an affirmative vote of all board members present that the 2017-2018 and 2018-2019 tentative agreement between the Elk Grove Unified School District and CSEA be adopted. *Ayes – Chaires Espinoza, Forcina, Madison, Martinez-Alire, Perez and Singh-Allen; Nays – None; Absent - Albiani*

- XIV. **Discussion Items**
- 1. **Elk Grove Unified School District Community Facilities District 2018-2019 Tax Report and First Reading of Ordinance No. 1, 2018-2019** – Mr. Robert Peirce provided the Board with the following information; Administration has prepared the 2018-2019 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 on April 28, 1987, and

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again on March 10, 1998, with amendments. The Tax Report will be used by the County of Sacramento to prepare tax bills and collect tax revenues for the 2018-2019 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, 2018-2019, when adopted by the Board, allows the Administration to make changes to the Tax Report in response to appeals from taxpayers, or, otherwise, to correct errors in the application of the special tax to particular parcels.

The Administration requests that the Board conduct a first reading of Ordinance No. 1, 2018-2019 (Exhibit A). The Board should conduct a final reading and adoption of the Ordinance on August 14, 2018. Public Notices for today's meeting were placed in the Sacramento Bee and the Elk Grove Citizen on July 11, 2018.

The Financial Plan, adopted on January 26, 1987, 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 the Administration for consideration and the Board should proceed with the adoption of the Tax Report and Ordinance No. 1, 2018-2019 (Exhibit A).

The 2018-2019 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, will be assessed at \$15.00 per month (or \$180.00 per year) per taxable unit and future development occurring from July 1, 2001, forward will be assessed \$16.67 per month (or \$200.00 per year) per taxable unit.

The attached summary of the Tax Report indicates preliminary tax revenue information. The Tax Report will be delivered to the Sacramento County Auditor's Office no later than August 17, 2018. The Senior Citizen/Disabled Person Tax Reduction period closed on June 30, 2018. Those who did not renew by that date will have their reductions deleted from the tax roll. Therefore, the "Senior Reductions" number may change. Any changes will be reflect in the August 14<sup>th</sup> item.

There were no responses to the call for public comment and Ms. Chaires Espinoza announced that this item will be brought back for adoption at the regular board meeting on August 14, 2018.

**XV. Action Items**

- 1. Roles and Responsibilities of School Administrators and Law Enforcement Related to Student Behavior – Board Policy (moved after Bargaining Units Item) -** Mr. Cerutti provided the Board with an overview, steps to date, stakeholder input and other information about the new policy and the work that has been done to get to where the policy is. Based on stakeholder input and District staff discussion with legal, and upon further review of established BP/AR 5145.11 (Questioning and Apprehension), District staff recommends the approval of the newly drafted "Roles" board policy with the removal of Paragraph 7 (Interview of a Student by Law Enforcement) and pursuant to an approval of the "Roles" policy, update and revise applicable Board Policies related to student discipline to address



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stakeholder concerns for greater clarity and specificity on parent notification and involvement related to student discipline.

### Related Work and Timeline

- Schedule of Related Policy Review, Update and Revision
  - BP and AR 5144.1 “Suspension and Expulsion/Due Process”
  - BP and AR 5145.11 “Questioning and Apprehension”
    - Note: A similar process will be used to include Board of Education and consider stakeholder input and feedback
- Align Handbook language
- Communicate with students, parents, and community members to inform of all Policy/Administrative Regulation development and updates
- Provide Training for Administration and staff in both Policy/Administrative Regulation content and related practices and procedures
- Complete all steps by November 6, 2018

### Public Comment

Carol Rogers shared information about a training she attended which included Adverse Childhood Experiences (ACES) and the correlation between student’s negative experiences and problems at school. Ms. Rogers requested a place be provided on campuses for students to process these types of emotions.

Allegra Taylor, Lorreen Pryor, Pastor Chris Logan, Sean Smith, Jazmine Laurence shared their concerns about the policy as presented and the removal of paragraph 7. It was requested that a policy be created to include that a parent be present when a student is being interviewed or asked to sign any documents, that a parent committee be put in place to review the SROs who will be placed on campuses and that the community be allowed to advocate for students within schools.

The Board thanked the community for their comments and expressed their appreciation for the work that was done by both staff and community members. During the discussion it was clarified that paragraph 7 was moved into an existing policy for the questioning and apprehension of students.

Motion No. 3, 2018-19, Motion by Mr. Madison, seconded by Dr. Martinez-Alire that the new board policy specific to the roles and responsibilities of school administrators and law enforcement related to student behavior with the recommended edit replacing the word “recommends” with “expects” be approved.

*Roll Call Vote: Ayes – Chaires Espinoza, Forcina, Madison, Martinez-Alire and Singh-Allen; Nays – Perez; Absent – Albiani*

- 2. Visual and Performing Arts Administrative Support (this item was moved after the Consent Agenda)** - Mr. Mark Cerutti provided the Board with an administrative recommendation and rationale about the VAPA position that included EGUSD Board of Education Decision, VAPA and Curriculum/Professional Learning, information about the importance of Program Specialists in EGUSD and a recommendation.

### Public Comment:

Sean Sullivan, Veronica Mercado, Marlo Carter, Virginia Manandeg, Laura Delight, Aiden Caston, Angelica Roldan, Nathan Fox, Amy Cason, Melissa Bramham, Mike Infante, Stacey

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Westlake, Laura Crook, and Ricardo Roldan each shared their positive experiences and the benefits of VAPA and many expressed their support for a director position responsible for VAPA.

Board members held a discussion in which they shared their thoughts and concerns about the VAPA position that was presented and the position they voted on at the May 15, 2018 special board meeting.

Board President Chaires Espinoza clarified that the majority of the Board heard director level position at the May 15, 2018 special board meeting and that a job description will be brought back to the Board at the special board meeting that will be held on August 8, 2018.

3. **Calendar Conversion Recommendation for Elementary School Sites** – This item was moved to a future board meeting agenda.
4. **Elk Grove Unified School District’s Annual Service Delivery/Budget Plan for Special Education** - Motion No. 5, 2018-19, Motion by Mr. Madison, seconded by Ms. Singh-Allen and carried unanimously by an affirmative vote of all board members present that the 2018-19 Elk Grove Unified School District Annual Service Delivery/Budget Plan for Special Education be approved. *Ayes – Chaires Espinoza, Forcina, Madison, Martinez-Alire, Perez and Singh-Allen; Nays – None; Absent - Albiani*

**XVI. Board Member and Superintendent Reports - None**

**XVII. Information Items**

**1. Other Items from the Floor**

Ms. Singh-Allen requested that the Board consider recording special board meetings and that the Board sit at the dais like at the regular board meetings. She also requested that staff provide her with the date of the next Franklin community meeting.

Mr. Perez requested that the district review a transportation report from the State of California for low income students.

Mr. Forcina requested the status on where we are in filling the position in the office of equity, requested updates on student voice with respect to student presentations, and an update on filling the two at-large finance committee positions.

**XVIII. Adjournment – 10:24 p.m.**

Submitted by: Christopher R. Hoffman, Superintendent

Approved by:



Beth Albiani, Clerk

**PROJECT CLOSEOUT AGREEMENT AND RELEASE**

This Project Closeout Agreement and Release ("Agreement") is made by and between ELK GROVE UNIFIED SCHOOL DISTRICT ("District") and D. L. FALK CONSTRUCTION, INC. ("Contractor") (the District and Contractor are referred to collectively herein as "the Parties" or individually as "Party") to resolve all claims, issues, disputes, and appeals related to the Robert J. McGarvey Elementary School (Anatolia II) Project ("the Project").

**I.  
NATURE AND STATUS OF DISPUTE**

WHEREAS, the District entered into a contract dated April 20, 2016 ("Contract") with Contractor to perform and complete in a good and workmanlike manner, the Anatolia II Elementary School; and

WHEREAS, Contractor contends that its work, in connection with the Project, was performed in accordance with the Contract; and

WHEREAS, Contractor submitted to the District a claim for amounts it contends is owed under the Contract for work performed on the Project ("COR 97"); and

WHEREAS, the District contends that Contractor's work in connection with the Project was incomplete, deficient, and/or otherwise not performed in accordance with the Contract or in a workmanlike manner; and

WHEREAS, the District disputes the claim and various change order requests submitted by Contractor;

WHEREAS, the Contractor disputes the District's contention and response to various change order requests; and

WHEREAS, the District has withheld funds for stop payment notices, a Department of Industrial Relations ("DIR") wage order, and incomplete work (including but not limited to punch list and closeout items) in connection with the Project; and

WHEREAS, the Parties desire to resolve all aspects and issues of the above claims, demands, and withholdings between them concerning the Contract (the "Dispute") and closeout the Project according to the terms and conditions herein.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties have agreed to resolve the Dispute and closeout the Project, without any admission of liability or wrongdoing, and agree as follows:

## II. TERMS AND CONDITIONS

1. **Incorporation of Recitals.** The recitals set forth above are incorporated into the Terms and Conditions of this Agreement.
2. **No other Existing Claims, Actions, or Lawsuits.** The Contractor covenants and represents that it has not filed against the District any complaints, charges, actions, or lawsuits regarding the Project or Contract and does not have any additional claims against the District.
3. **Project Closeout Terms.** As a means to fully and finally achieve Project closeout, the following payments and actions will be completed by the Parties.
  - a. **Change Order No. 7/Construction Change Document No. 127.** The full amount of the credits and allowances in Change Order No. 7/CCD 127 will remain in the Contract balance and will be billed.
  - b. **Change Order No. 8.** The parties approve and will process after execution of this Agreement, Change Order No. 8, dated June 8, 2018, and incorporate the same into the Contract balance. A true and correct copy of Change Order No. 8 is attached hereto as Exhibit A.
  - c. **COR 97.** The District will pay to Contractor the amount of Five Hundred Thousand dollars (\$500,000) as full and complete satisfaction of the claims and disputes raised by Contractor's COR 97.
  - d. **Outstanding Change Order Requests.** The District will pay to Contractor the amount of One Hundred Fifty Thousand dollars (\$150,000) as full and complete satisfaction of any claims and disputes raised in and related to any and all remaining and outstanding Change Order Requests, including any and all related RFI's, CCD's, Field Directives, or other writings regarding such Change Order Requests.
4. **Remaining Payments and Contract Balance.** The Parties recognize that there are pending payment applications from the Contractor that have not been paid due to mandatory withholdings by the District. Under the project closeout terms provided herein, there may be a surplus Contract balance which will be paid to Contractor subject to the following conditions.
  - a. **Mandatory Withholdings.** The District is obligated to withhold contract funds for certain specified reasons. Currently, the District is withholding contract funds for stop payment notices, as well as approximately Four Hundred Ninety-Six Thousand Seven Hundred Eighty-Three dollars (\$496,783) in response to a DIR withholding order. If, after the Effective Date, additional stop payment notices or DIR orders are served on the District, it must and will withhold any mandatory additional funds.

b. **Release of Previously Withheld Funds.** Upon adequate written proof in the form of either: 1) a waiver and release by the subcontractor that a stop payment notice has been discharged, or 2) the posting of a stop payment notice release bond, accepted by the District, the District will incorporate those funds previously withheld into the contract balance for payment. Upon written notice from DIR that there has been a change in the amount of the withholding order or that the withholding order has been satisfied, the District will incorporate any additional funds into the contract balance for payment. The District will continue to withhold any remaining amounts pursuant to any DIR written order.

c. **Remaining Payments to Contractor.** Contractor will submit a payment application to the District for punchlist work and closeout items, and any applicable remaining Contract balance will be paid by the District to Contractor within ten (10) business days of the District's receipt of such payment application. To the extent DLF does not supply the remaining closeout items within thirty-five (35) days of the Notice of Completion, the District shall be entitled to withhold funds sufficient to cover the missing closeout items from the District's release of retention to Contractor. The District will approve the Notice of Completion on June 26, 2018 and post it, and Contractor will submit a final payment application, and any remaining Contract balance along with retention will be paid to Contractor within thirty-five (35) days after the posting of the Notice of Completion. This will constitute the District's final payment on the Project, subject to any outstanding mandatory withholdings and future release of same.

5. **Effective Date.** This Agreement shall be executed by the Parties as indicated below. The effective date of the Agreement ("Effective Date") is the date upon which the last party has signed the Agreement.

6. **No Admission of Liability.** It is understood and agreed that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission of liability by any Party.

7. **Mutual Release of Claims.**

a. **Contractor's Release of Claims.** Contractor agrees to accept said conditions in this Agreement and the payments set forth above in full settlement and compromise of the above-entitled matters described as the Dispute and agrees that same shall fully and forever discharge and release all claims and causes of action, or appeal rights, whether now known or now unknown, which Contractor has, or might have or could have asserted, against the District, its officials, employees, representatives, governing board, board members, or agents, in the Action, arising out of the incidents which are the subject thereof, including restitution, disgorgement, damages, incentive or enhancement awards, attorneys' fees and costs.

b. **District's Release of Claims.** The District agrees to accept said conditions in this Agreement and to make the payments set forth above in full settlement

and compromise of the above-entitled matters described as the Dispute and agrees that same shall fully and forever discharge and release all claims and causes of action, or appeal rights, which the District has, or could have asserted, against Contractor, its employees, representatives, board members, or agents in the Action, arising out of the incidents which are the subject thereof, including restitution, disgorgement, damages, including liquidated damages, and attorneys' fees and costs. The District expressly reserves any warranty claims it may have for defective work on the Project.

8. **Indemnification and Hold Harmless.** Contractor agrees to defend, protect, indemnify and hold the District, its officers, directors, agents, employees, governing board, and governing board members harmless against and from any and all injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature (including reasonable attorneys' fees) arising out of any and all third party claims regarding the Project, including claims by the Project's subcontractors. This indemnity shall survive termination of this Agreement.

9. **Civil Code section 1542.** This Agreement includes an express waiver by Contractor of Civil Code section 1542, which states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Therefore, the Parties expressly acknowledges that this release is intended to include in its effect, without limitation, all claims and causes of action that they do not know or suspect to exist in their favor, and that this release contemplates the extinguishment of all such claims and causes of action, except for such rights and potential claims as are expressly set forth and reserved in this Agreement.

10. **Representation by Counsel.** Each of the Parties acknowledges and agrees that they have been represented by independent legal counsel of their own choice throughout the negotiation of this Agreement and that they are executing this Agreement having had sufficient opportunity to investigate the facts and obtain advice of such counsel.

11. **Voluntary Agreement.** Each Party affirms and acknowledges that she/he/it has read, fully appreciates, and understands the words, terms, and provisions of this Agreement, is entirely satisfied with the settlement described, and has duly executed this Agreement voluntarily and of her/his/its full free will and accord. Each Party had an opportunity to review and consult with their respective legal counsel on this matter.

12. **Ownership of Claims.** The Parties represent that they have not transferred or assigned, or purported to transfer or assign, to any person or entity, any claim described in this Agreement. The Parties further agree to indemnify and hold each other harmless

against any and all claims based upon, arising out of, or in any way connected with any such actual or purported transfer or assignment.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the District and Contractor in conjunction with the Project and the Dispute. No other promises, agreements, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto.

14. **Amendments.** This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all Parties.

15. **Interpretation.** Each of the Parties acknowledges and agrees that this Agreement is to be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.

16. **Other Documents.** The Parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effectuate the purpose of this Agreement.

17. **Forum.** Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in Superior Court of the State of California, County of Sacramento, subject to any transfer of venue under the law.

18. **Choice of Law.** This Agreement shall be governed by and interpreted under the laws of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California.

19. **Severability.** If any provision of this Agreement is held to be invalid, void or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

20. **Warranty of Authority.** Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the Parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

21. **Binding Effect.** This Agreement is for the benefit of and shall be binding on all Parties and their successors, assigns, heirs, executors, administrators, predecessors, partnerships, employees, attorneys, insurers sureties, agents, representatives, directors, officers, receivers, trustees and/or stockholders.

22. **Execution in Counterparts.** This Agreement may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all Parties have been furnished and delivered to the other Party. Signed copies and facsimile versions of this Agreement shall have the same force and effect as signature of the original.

23. **Settlement Subject to Board Approval.** This Agreement is subject to final approval and ratification by the District's Board of Trustees.

**IN WITNESS WHEREOF** the Parties hereto have executed the Agreement as dated below.

Dated: June 13, 2018

DISTRICT



NAME: Robert Garcia  
TITLE: Deputy Superintendent  
Elk Grove Unified School District  
CONTRACTOR

Dated: June 15, 2018

  
D. J. Falk  
President  
D.J. Falk Construction, Inc.



EXHIBIT A

**CHANGE ORDER NO. 08**

June 8, 2018

D.L. Falk Construction, Inc.  
3526 Investment Blvd  
Hayward, CA 94545

Attention: David Falk

Subject: Robert J. McGarvey Elementary School  
Elk Grove Unified School District  
Architect's Project No.: 06-819

You are hereby authorized to make the following changes in the subject work.

Workmanship and materials shall be in accord with standards established by the original specifications.

**ITEM NO. 1:** Furnish concrete line pump to pour foundations at Unit B.

Requested by: Elk Grove Unified School District  
Reason: Wet on-site soils prevented standard pumping.

Attachments: N/A  
Change in Contract Amount ADD \$ 3,157.00  
No Change in Contract Performance Period

**ITEM NO. 2:** Trench new gas line to utility point of connection.

Requested by: Architect  
Reason: Existing soil conditions prevented original method of installation.

Attachments: CCD 32r1  
Change in Contract Amount ADD \$ 41,542.00  
No Change in Contract Performance Period

**ITEM NO. 3:** Revise displacement ventilation diffuser in Classrooms.

Requested by: Architect  
Reason: To allow for proper installation of diffuser.

Attachments: CCD 57r1  
Change in Contract Amount ADD \$ 17,069.00  
No Change in Contract Performance Period

**ITEM NO. 4:** Install connection for washer/dryer.

Requested by: Elk Grove Unified School District  
Reason: To meet revised Program requirements.

Attachments: CCD 61  
Change in Contract Amount ADD \$ 5,401.00  
No Change in Contract Performance Period

**ITEM NO. 5:** Install blocking for Owner furnished sanitary napkin dispenser.

Requested by: Elk Grove Unified School District  
Reason: To meet revised Program requirements.

Attachments: CCD 79  
Change in Contract Amount ADD \$ 101.00  
No Change in Contract Performance Period

**ITEM NO. 6:** Increase the size of the SMUD concrete housekeeping pad.

Requested by: Architect  
Reason: To meet revised SMUD requirements.

Attachments: N/A  
Change in Contract Amount ADD \$ 2,493.00  
No Change in Contract Performance Period

**ITEM NO. 7:** Remove installation sod at the play fields and adjacent to Unit G.

Requested by: Elk Grove Unified School District  
Reason: To meet revised Program requirements.

Attachments: N/A  
Change in Contract Amount DELETE (\$ 59,566.00)  
No Change in Contract Performance Period

**ITEM NO. 8:** Revise landscaping and concrete design at Quad.

Requested by: Architect  
Reason: To meet revised Program requirements.

Attachments: CCD 81, CCD 81A, CCD 81B  
Change in Contract Amount DELETED (\$ 1,990.00)  
No Change in Contract Performance Period

**ITEM NO. 9:** Reduce width of running track at play fields.

Requested by: Elk Grove Unified School District  
Reason: To meet revised Program requirements.

Attachments: N/A  
Change in Contract Amount DELETED (\$ 6,519.00)  
No Change in Contract Performance Period

**ITEM NO. 10:** Revise finishes at Unit B toilet rooms and Kitchen.

Requested by: Architect  
Reason: To meet revised Sacramento County Health Department requirements

Attachments: N/A  
Change in Contract Amount ADD \$ 13,449.00  
No Change in Contract Performance Period

**ITEM NO. 11:** Revise installation of floor grates.

Requested by: Elk Grove Unified School District  
Reason: To meet revised Program requirements.

Attachments: N/A  
Change in Contract Amount DELETED (\$ 8,508.00)  
No Change in Contract Performance Period

**ITEM NO. 12:** Remove domestic water chlorination.

Requested by: Elk Grove Unified School District  
Reason: District contracted for work separately.

Attachments: N/A  
Change in Contract Amount DELETED (\$ 2,800.00)  
No Change in Contract Performance Period

**ITEM NO. 13:** Revise model of AED cabinet.

Requested by: Elk Grove Unified School District  
Reason: To meet revised safety requirements.

Attachments: CCD 100  
Change in Contract Amount ADD \$ 488.00

**ITEM NO. 14:** Remove plastic laminate installation at southwest entrance to Unit B.

Requested by: Architect  
Reason: To meet revised Program requirements.

Attachments: N/A  
Change in Contract Amount DELETE (\$ 1,680.00)  
No Change in Contract Performance Period

**ITEM NO. 15:** Revise sheet metal flashing at curved Media Center windows.

Requested by: Architect  
Reason: To meet revised safety requirements.

Attachments: RFI 230  
Change in Contract Amount ADD \$ 2,716.00

**ITEM NO. 16:** Revise routing of cable TV and telephone conduits.

Requested by: Architect  
Reason: To meet revised Program requirements.

Attachments: RFI 35  
Change in Contract Amount DELETE (\$ 7,387.00)  
No Change in Contract Performance Period

**ITEM NO. 17:** Revise slot openings in audio/visual cabinets.

Requested by: Architect  
Reason: To simplify installation.

Attachments: RFI 284  
Change in Contract Amount DELETE (\$ 2,358.00)  
No Change in Contract Performance Period

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**ITEM NO. 18:** Credit for reduced quality of stainless steel base installation.

Requested by: Elk Grove Unified School District  
Reason: To meet revised Program requirements.

Attachments: N/A  
Change in Contract Amount DELETED (\$ 2,000.00)  
No Change in Contract Performance Period

**ITEM NO. 19:** Remove two duct smoke detectors from Unit B.

Requested by: Architect  
Reason: Not required for properly functioning system.

Attachments: RFI 257  
Change in Contract Amount DELETED (\$ 136.00)  
No Change in Contract Performance Period

**ITEM NO. 20:** Revise routing for ductwork at Unit B.

Requested by: Architect  
Reason: To provide a properly functioning system.

Attachments: RFI 188r1  
Change in Contract Amount ADD \$ 11,550.00  
No Change in Contract Performance Period

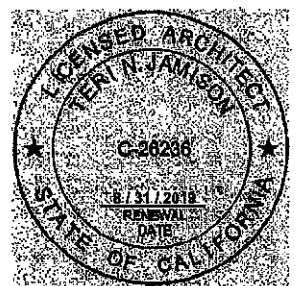
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Original Contract Amount.....	\$	24,759,000.00
Amount Changed by Previous Change Order(s).....	\$	593,422.00
Contract Amount Prior to this Change Order.....	\$	25,352,422.00
Amount Changed by this Change Order..... ADD.....	\$	5,022.00
Revised Contract Amount.....	\$	25,357,444.00

% Change by this Change Order	%	.02
Total % Change of Original Contract Amount	%	2.42

Original Completion Date	June 14, 2017
Revised Completion Date Revised by Previous Change Order(s)	July 25, 2017
Calendar Days added by this Change Order ADD	0 Calendar Days
Revised Completion Date through this Change Order	July 25, 2017

*The acceptance and approval of this change order constitutes full and final settlement for all work and costs (including extended overhead, inefficiency and impact or delays) related to the items addressed herein with no exceptions.*



APPROVED: \_\_\_\_\_  
 Elk Grove Unified School District Date

ACCEPTED: \_\_\_\_\_  
 D.L. Falk Construction, Inc. Date

APPROVED: \_\_\_\_\_  
 Rainforth - Grau - Architects Date

APPROVED: \_\_\_\_\_  
 Warren Consulting Engineers Date

APPROVED: \_\_\_\_\_  
 Weston & Associates Mechanical Engineers Date

APPROVED: \_\_\_\_\_  
 Charles A. Martin & Associates Date

APPROVED: \_\_\_\_\_  
 MTW Group Date