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
March 5, 2013
Closed Session – 6:00 p.m.
Regular Session – 7:00 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.

CLOSED SESSION – 6:00 p.m.

1. Conference with Labor Negotiators 60 Minutes
   Agency designated representatives: Glen De Graw, Richard Fagan,
   Steven M. Ladd, Karen Rezendes
   Employee Organization: All Elk Grove Unified School District
   Bargaining Units

REGULAR MEETING - 7:00 p.m.

I. Pledge of Allegiance 5 Minutes

II. Presentations/Recognitions

2. High School Student Representative Reports – Florin and
   Laguna Creek High Schools
   10 Minutes

3. #UnfollowBullying
   10 Minutes

III. Student Expulsion Recommendations

4. Request for Student Expulsions 5 Minutes

5. Requests for Return from Student Expulsions 5 Minutes

IV. Budget Update

6. Preliminary 2012-13 Second Interim Financial Report and
   Budget Update
   10 Minutes

V. Bargaining Units

VI. Reports

VII. Board Member Reports

VIII. Public Comment
AGENDA
ELK GROVE UNIFIED SCHOOL DISTRICT
Regular Meeting of the Board of Education
March 5, 2013

Item | Time – Approximate
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IX. Public Hearing/Action Item | 5 Minutes
  7. Consideration and Public Notice of EGEA’s Initial Proposal to the District Regarding Collective Bargaining for the 2013-2014 School Year | 5 Minutes
X. Discussion Items | 5 Minutes
XI. Action Items | 5 Minutes
  8. Board Policy 1312.3, Uniform Complaint Procedure - Second Reading and Adoption | 5 Minutes
XII. Consent Agenda – Action | 5 Minutes
  9. Approval of Minutes | 5 Minutes
  10. Personnel Actions | 5 Minutes
  11. Approval of Purchase Order History | 5 Minutes
  12. Acceptance of Gifts | 5 Minutes
  13. Disposal of Obsolete/Surplus Property | 5 Minutes
  14. Receipt of Bids and Award of Contract for Open Court Printing Services, Bid #533-12/13 | 5 Minutes
  15. Receipt of Bids and Award of Contract for E-RATE Telecommunication Services, Bid #538-12/13 | 5 Minutes
  16. Agreement for Professional Legal Services | 5 Minutes
  17. 2013 Roofing at Elk Grove Elementary School and James Rutter Middle School, Award of Contract | 5 Minutes
VIII. Other Action Items | 5 Minutes
  18. Discussion and Action on Items Removed From Consent Agenda | 5 Minutes
XIV. Information Items | 5 Minutes
  19. Other Items from the Floor | 5 Minutes
  20. Items for Future Agendas | 5 Minutes
XV. Adjournment | 5 Minutes

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.
Subject: #UnfollowBullying Campaign

Action Requested: The Board of Education is requested to recognize the high school students who served on the Superintendent’s Student Advisory committee for the 2011-2012 and the 2012-2013 school years for their work on the #UnfollowBullying campaign. As a result of their work, #UnfollowBullying was recognized as a 2012 international Edublogs award winner in the Best Twitter Hashtag category.

Discussion:

Middle and high school students from across the Elk Grove Unified School District are taking a stand against cyberbullying through a new student-led campaign called #UnfollowBullying. The idea for a student-led campaign came from the EGUSD Internet Safety Task force. This group of staff, law enforcement and parent representatives felt that the most effective way to reach students on this important topic is through their peers. Today’s students live in a digital world. #UnfollowBullying is in recognition that students are the ones who will lead the charge in their online communities to ensure that all students are treated with respect and kindness.

With that in mind, during the 2011-2012 school year, high school students, who serve on the Superintendent’s Student Advisory Committee, designed a campaign centered on cyberbullying. Superintendent Steven M. Ladd, Ed. D., Web Specialist Kathleen Watt, Technology Integration Specialist Gail Desler and Director of Communications Elizabeth Graswich guided the students’ work. The 2012-2013 Superintendent’s Student Advisory Committee continued the work launching the campaign on Monday, November 5, 2012, with a week of activities and promotions at school sites. Since that time, students have continued the campaign with pledge drives, #UnfollowBullying walls and other activities. A dedicated website, http://blogs.egusd.net/ub highlights the campaign activities and provides resources for the students such as a student anti-cyberbullying pledge, tutorials, videos, facts and tip sheets.

This student-led campaign is just one component of EGUSD’s efforts to combat cyberbullying and promote digital citizenship for students. These efforts include trainings for administrators on how to handle cyberbullying issues at their sites, parent workshops and the implementation of Digital Citizenship curriculum at all grade levels.

Prepared By: Elizabeth Graswich

Financial Summary:
ELK GROVE UNIFIED SCHOOL DISTRICT

Board Agenda Item

Subject: PRELIMINARY 2012-13 SECOND INTERIM REPORT & BUDGET UPDATE

Department: Budget

Action Requested:
The Board is asked to hear a report on factors affecting the District’s financial status for the Second Interim reporting period and reporting on the current status of the 2013-14 Budget.

Discussion:

A report will be provided to update the Board on the financial status of the District as of the First Interim reporting period for 2012-13, which ended January 31, 2013 and reporting on the current status of the 2013-14 Budget.

Attachment to follow.

Financial Summary:

Prepared By: Shannon Stenroos Division Approval: Rich Fagan
Prepared By: Superintendant Approval: Steven M. Ladd, Ed.D.
Subject: Consideration and Public Notice of EGEA’s Initial Proposal to the District regarding Collective Bargaining for the 2013-2014 School Year

Department: Human Resources

Action Requested:
The Elk Grove Unified School District Governing Board is asked to review the Elk Grove Education Association (EGEA) initial proposal to Elk Grove Unified School District (EGUSD) for 2013-2014 collective bargaining.

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

1. The union’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 union’s initial proposal.

EGEA’s initial proposal is attached.

It is recommended that after the closure of the public hearing, the Board take action to accept EGEA’s initial proposal.

Financial Summary:

Prepared By:                       Division Approval: Glen De Graw
Prepared By:                       Superintendent Approval: Steven M. Ladd, Ed.D.
Elk Grove Education Association
9297 Office Park Circle
Elk Grove, CA 95758
Telephone (916) 685-4588
Fax (916) 683-5566

Bargaining Reopeners for 2013-2014
February 2013

In compliance with state EERA laws, the Elk Grove Education Association is “sunshining” its intention to seek contract modifications to the areas mentioned below. Consistent with commitment to seek collaborative solutions with the Elk Grove Unified School District, specific contract language is not offered. This proposal is designed to allow the public to understand the issues being considered by the two parties.

The Association’s interests are outlined as follows:

Compensation/Working Condition Issues
- Salary compensation
- Modify contact language for support staff, including but not limited to Library/Media teachers, instructional/intervention coaches, nurses, counselors, adult education, RSP, LSH, and Special Education teachers.
- Clarify and/or modify compensation for members working part time on block schedules
- Clarify and/or modify the procedures for docking of sick leave and personal necessity
- Clarify and/or modify use of sick leave and FMLA during maternity and child rearing leave
- Elementary overload procedures and compensation

Site-based Decision Making
- Redefine the decision-making authority and scope for site administration, leadership teams, and staff.
- Professional development and In-service selection and hours

Develop contract language with working conditions:
- Transitional Kindergarten
- Virtual Academy teachers
- Program Improvement Schools

Working Conditions
- Limiting the amount of extra meeting time per week consistent with last 2 bargaining agreements.
- Develop District-wide early-out, late start programs and conditions
- Reduction in class sizes in both elementary and secondary
- Class size limits in SPED day classes
- Modifications to calendar
- Special Education Autism Certificate for special education teachers
Subject: REVISIONS TO BOARD POLICY 1312.3 UNIFORM COMPLAINT PROCEDURES – SECOND READING

Department: Human Resources

Action Requested:
The Board of Education is asked to hear the second reading and adopt Board Policy 1312.3 Uniform Complaint Procedures.

Discussion:
On February 19, 2013, the Board of Education reviewed revisions made to the aforementioned board policy.
The Board of Education is asked to hear the second reading and adopt revisions to Board Policy 1312.3 Uniform Complaint Procedures.

Financial Summary:

Prepared By: Division Approval: Glen De Grav

Prepared By: Superintendent Approval: Steven M. Ladd, Ed.D.
BP 1312.3

UNIFORM COMPLAINT PROCEDURES

Last District Revision

March 6, 2007

CSBA Last Revision Date

November 2012
(Issued by CSBA on January 31, 2013)

It is recommended that the district’s current BP 1312.3 be eliminated completely and that CSBA’s recently released draft BP 1312.3 be adopted in its entirety. The newly proposed BP 1312.3 incorporates recent legislative changes that require that the uniform complaint procedures be used to address allegations of bullying based on certain protected categories and that the uniform complaint procedures also be used to address complaints alleging the district’s failure to comply with the prohibition against requiring students to pay fees, deposits or other charges for participation in educational programs.

Upon approval by the Board of the new proposed BP 1312.3, the Cabinet will also delete the current AR 1312.3 and will adopt the newly proposed AR 1312.3 that is attached for informational purposes only.
BP 1312.3

UNIFORM COMPLAINT PROCEDURES

Revisions to Current BP 1312.3

It is recommended that the district’s current BP 1312.3 be eliminated completely and that CSBA’s recently released draft BP 1312.3 be adopted in its entirety. The newly proposed BP 1312.3 incorporates recent legislative changes that now require that the uniform complaint procedures be used to address allegations of bullying based on certain protected categories and that the uniform complaint procedures also be used to address complaints alleging the district’s failure to comply with the prohibition against requiring students to pay fees, deposits or other charges for participation in educational programs.

The current version of BP 1312.3 is attached for informational purposes and is lined out in total.
Community Relations BP-1312.3(a)
UNIFORM COMPLAINT PROCEDURES
The Governing Board recognizes that the district is primarily responsible for complying
with applicable state and federal laws and regulations governing educational programs.
The district shall investigate complaints alleging failure to comply with such laws and/or
alleging discrimination and shall seek to resolve those complaints in accordance with the
district's uniform complaint procedures. (5 CCR 4620)
The district shall follow uniform complaint procedures when addressing complaints
alleging unlawful discrimination against any protected group as identified under
Education Code 200 and 220 and Government Code 11135, including actual or perceived
sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin,
religion, color, or mental or physical disability, or age, or on the basis of a person's
association with a person or group with one or more of these actual or perceived
characteristics in any district program or activity that receives or benefits from state
financial assistance. (5 CCR 4610)
Uniform complaint procedures shall also be used when addressing complaints alleging
failure to comply with state and/or federal laws in adult education programs, consolidated
categorical-aid programs, migrant education, career technical and technical education and
career technical and technical training programs, child care and development programs,
child nutrition programs, and special education programs. (5 CCR 4610)
(cf. 0410—Nondiscrimination in District Programs and Activities)
(cf. 1312.1—Complaints Concerning District Employees)
(cf. 1312.2—Complaints Concerning Instructional Materials)
(cf. 3553—Free and Reduced Price Meals)
(cf. 4031—Complaints Concerning Discrimination in Employment)
(cf. 5141.4—Child Abuse Prevention and Reporting)
(cf. 5148—Child Care and Development)
(cf. 6159—Individualized Education Program)
(cf. 6171—Title I Programs)
(cf. 6174—Education for English Language Learners)
(cf. 6175—Migrant Education Program)
(cf. 6178—Vocational Education)
(cf. 6200—Adult Education)
Complaints related to sufficiency of textbooks or instructional materials, emergency or
ergency facilities conditions that pose a threat to the health or safety of students or staff,
and teacher vacancies and misassignments shall be investigated pursuant to the district's
Williams uniform complaint procedure (AR-1312.4).
(cf. 1312.4—Williams Uniform Complaint Procedures)
Community Relations BP-1312.3(b)
UNIFORM COMPLAINT PROCEDURES (continued)
The Board encourages the early, informal resolution of complaints at the site level
whenever possible.
The Board acknowledges and respects every individual’s right to privacy. Discrimination
complaints shall be investigated in a manner that protects the confidentiality of the parties
and the integrity of the process. This may include keeping the identity of the complainant
confidential, as appropriate and except to the extent necessary to carry out the investigation
or proceedings, as determined by the Superintendent or designee, on a case-by-case basis.
(ef. 4119.23/4219.23/4319.23—Unauthorized Release of Confidential/Privileged Information)
(ef. 5125—Student Records)
(ef. 9011—Disclosure of Confidential/Privileged Information)
The Board prohibits any form of retaliation against any complainant in the complaint
process, including but not limited to a complainant's filing of a complaint or the reporting
of instances of discrimination. Such participation shall not in any way affect the status,
grades, or work assignments of the complainant.
The Board recognizes that a neutral mediator can often suggest a compromise that is
agreeable to all parties in a dispute. In accordance with uniform complaint procedures,
whenever all parties to a complaint agree to try resolving their problem through
mediation, the Superintendent or designee shall initiate that process. The Superintendent
or designee shall ensure that the results are consistent with state and federal laws and
regulations.
Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination
8200-8498 Child care and development programs
8500-8538 Adult basic education
18100-18203 School libraries
32289 School safety plan, uniform complaint procedure
35186 Williams uniform complaint procedure
41500-41513 Categorical education block grants
48985 Notices in language other than English
49060-49079 Student records
49490-49590 Child nutrition programs
52460-52178 Bilingual education programs
Community Relations BP 1312, 3(e)
UNIFORM COMPLAINT PROCEDURES (continued)
52300-52499.6 Career technical education
52500-52616.24 Adult schools
52800-52870 School based coordinated programs
54000-54041 Economic impact aid programs
54100-54145 Miller-Unruh Basic Reading Act
54400-54425 Compensatory education programs
54440-54445 Migrant education
54460-54529 Compensatory education programs
56000-56885 Special education programs
59000-59300 Special schools and centers
64000-64001 Consolidated application process
CODE OF REGULATIONS, TITLE 5
3080 Application of section
4600-4687 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
PENAL CODE
422.6 Interference with constitutional right or privilege
UNITED STATES CODE, TITLE 20
6301-6577 Title I basic programs
6601-6777 Title II preparing and recruiting high quality teachers and principals
6801-6871 Title III language instruction for limited English proficient and immigrant students
7101-7184 Safe and Drug-Free Schools and Communities Act
7201-7283g Title V promoting informed parental choice and innovative programs
7301-7372 Title V rural and low-income school programs
Management Resources:
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
Policy: Elk Grove Unified School District
Adopted: September 8, 1992 Elk Grove, California
Revised: April 6, 1998
Revised: July 1, 2002
Revised: March 6, 2007
BP 1312.3

UNIFORM COMPLAINT PROCEDURES

CLEAN COPY
UNIFORM COMPLAINT PROCEDURES

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The district shall investigate and seek to resolve any complaints alleging failure to comply with such laws and/or alleging unlawful discrimination, harassment, intimidation, or bullying in accordance with the uniform complaint procedures.

The district shall use the uniform complaint procedures to resolve any complaint alleging unlawful discrimination, harassment, intimidation, or bullying in district programs and activities based on actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Penal Code 422.55, or Government Code 11135, or based on association with a person or group with one or more of these actual or perceived characteristics.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 1312.1 - Complaints against District Employee)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment/Intimidation/Bullying)
(cf. 5145.7 - Sexual Harassment)

Uniform complaint procedures shall also be used to address any complaint alleging the district's failure to comply with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities, the requirements for the development and adoption of a school safety plan, and state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 3260 - Fees and Charges)
(cf. 3320 - Claims and Actions Against the District)
(cf. 3533 - Free and Reduced Price Meals)
(cf. 3555 - Nutrition Program Compliance)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5148 - Child Care and Development)
(cf. 6159 - Individualized Education Program)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Language Learners)
(cf. 6175 - Migrant Education Program)
(cf. 6178 - Career Technical Education)
(cf. 6178.1 - Work-Based Learning)
(cf. 6178.2 - Regional Occupational Center/Program)
(cf. 6200 - Adult Education)
UNIFORM COMPLAINT PROCEDURES (continued)

The Board prohibits any form of retaliation against any complainant in the complaint process. Participation in the complaint process shall not in any way affect the status, grades, or work assignments of the complainant.

The Board encourages the early, informal resolution of complaints at the site level whenever possible.

The Board recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in a dispute. In accordance with the uniform complaint procedures, whenever all parties to a complaint agree to try resolving the problem through mediation, the Superintendent or designee shall initiate that process. The Superintendent or designee shall ensure that the results are consistent with state and federal laws and regulations.

In investigating complaints, the confidentiality of the parties involved and the integrity of the process shall be protected. As appropriate for any complaint alleging discrimination, harassment, intimidation, or bullying, the Superintendent or designee may keep the identity of a complainant confidential to the extent that the investigation of the complaint is not obstructed.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

The district's Williams uniform complaint procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to the following:

1. Sufficiency of textbooks or instructional materials

2. Emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff

3. Teacher vacancies and misassignments

4. Deficiency in the district's provision of instruction and/or services to any student who, by the completion of grade 12, has not passed one or both parts of the high school exit examination

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference: (see next page)
UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination
8200-8498 Child care and development programs
8500-8538 Adult basic education
18100-18203 School libraries
32289 School safety plan, uniform complaint procedures
35186 Williams uniform complaint procedures
37254 Intensive instruction and services for students who have not passed exit exam
41500-41513 Categorical education block grants
48985 Notices in language other than English
49010-49013 Student fees
49060-49079 Student records
49490-49590 Child nutrition programs
52160-52178 Bilingual education programs
52390-52490 Career technical education
52500-52616.24 Adult schools
52800-52870 School-based program coordination
54000-54028 Economic impact aid programs
54100-54145 Miller-Unruh Basic Reading Act
54400-54425 Compensatory education programs
54440-54445 Migrant education
54460-54529 Compensatory education programs
56000-56867 Special education programs
59000-59300 Special schools and centers
64000-64001 Consolidated application process
GOVERNMENT CODE
11135 Nondiscrimination in programs or activities funded by state
12900-12996 Fair Employment and Housing Act
PENAL CODE
422.55 Hate crime; definition
422.6 Interference with constitutional right or privilege
CODE OF REGULATIONS, TITLE 5
3080 Application of section
4600-4687 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
6301-6577 Title I basic programs
6601-6777 Title II preparing and recruiting high quality teachers and principals
6801-6871 Title III language instruction for limited English proficient and immigrant students
7101-7184 Safe and Drug-Free Schools and Communities Act
7201-7283g Title V promoting informed parental choice and innovative programs
7301-7372 Title V rural and low-income school programs

Management Resources: (see next page)
UNIFORM COMPLAINT PROCEDURES (continued)

Management Resources:

WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr

(A copy of Board Policy and Administrative Regulation 1312.3 – Uniform Complaint Procedures, along with a copy of a complaint form that can be used to file a complaint under the uniform complaint procedures, is located on the district’s Internet web site at egusd.net. Once the web site is accessed, please follow the links for “Students & Parents” and then “District Policies/Procedures/Notices”.)

Policy:
Adopted: September 8, 1992
Revised: April 6, 1998
Revised: July 1, 2002
Revised: March 6, 2007
Revised: ________, 2013

Elk Grove Unified School District
Elk Grove, California
BP 1312.3

UNIFORM COMPLAINT PROCEDURES

CSBA DRAFT POLICY

November 2012

(Issued by CSBA on January 31, 2013)
Note: To address prohibited discrimination and possible violations of state and federal laws governing educational programs, 5 CCR 4621 mandates districts to adopt uniform complaint policies and procedures consistent with the state’s complaint procedures specified in 5 CCR 4600-4687. Pursuant to Education Code 234.1, as amended by AB 9 (Ch. 723, Statutes 2011), districts are required to adopt a process for receiving and investigating complaints alleging discrimination, harassment, intimidation, and bullying that meets the requirements specified in the law, including applicable timelines and an appeal process to follow if a complainant disagrees with the resolution of the complaint. The California Department of Education (CDE) monitors districts for compliance with these procedures through its Federal Program Monitoring (FPM) process. The FPM includes a review of written district policies and procedures for required language, including for discrimination, harassment, intimidation, and bullying against students pursuant to Education Code 234.1, and a review of records of required activities, such as annual notification provided to students, parents/guardians, employees, and other school community members.

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The district shall investigate and seek to resolve any complaints alleging failure to comply with such laws and/or alleging unlawful discrimination, harassment, intimidation, or bullying in accordance with the uniform complaint procedures.

Note: The following paragraph lists types of discrimination prohibited by state and federal law, as well as the protected groups listed in 5 CCR 4610.

The district shall use the uniform complaint procedures to resolve any complaint alleging unlawful discrimination, harassment, intimidation, or bullying in district programs and activities based on actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Penal Code 422.55, or Government Code 11135, or based on association with a person or group with one or more of these actual or perceived characteristics.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 4031 - Complaints Concerning Discrimination in Employment)
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

Note: 5 CCR 4610 specifies programs and activities for which state and/or federal funding is provided to districts and for which districts are required to establish a uniform system of complaint processing. In addition, Education Code 32289 authorizes an individual to file a complaint if he/she believes that the district has not complied with the school safety planning requirements of 20 USC 7114(d)(7). The CDE has interpreted this to mean that complaints as to the development and adoption of the school safety plan may be considered under this procedure.
UNIFORM COMPLAINT PROCEDURES (continued)

In addition, pursuant to Education Code 49013, as added by AB 1575 (Ch. 776, Statutes of 2012), districts are mandated to adopt policies and procedures authorizing complaints to be filed using the uniform complaint procedures when a district is alleged to have violated the prohibition against requiring students to pay fees, deposits, or other charges as defined in Education Code 49010, unless authorized by law. For information about authorized student fees, see AR 3260 - Fees and Charges.

Uniform complaint procedures shall also be used to address any complaint alleging the district’s failure to comply with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities, the requirements for the development and adoption of a school safety plan, and state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs.

(cf. 0450 - Comprehensive Safety Plan)  
(cf. 1312.1 - Complaints Concerning District Employees)  
(cf. 1312.2 - Complaints Concerning Instructional Materials)  
(cf. 3260 - Fees and Charges)  
(cf. 3320 - Claims and Actions Against the District)  
(cf. 3553 - Free and Reduced Price Meals)  
(cf. 3555 - Nutrition Program Compliance)  
(cf. 5141.4 - Child Abuse Prevention and Reporting)  
(cf. 5148 - Child Care and Development)  
(cf. 6159 - Individualized Education Program)  
(cf. 6171 - Title I Programs)  
(cf. 6174 - Education for English Language Learners)  
(cf. 6175 - Migrant Education Program)  
(cf. 6178 - Career Technical Education)  
(cf. 6178.1 - Work-Based Learning)  
(cf. 6178.2 - Regional Occupational Center/Program)  
(cf. 6200 - Adult Education)

Note: 5 CCR 4621 mandates that district policy ensure that complainants are protected from retaliation.

The Board prohibits any form of retaliation against any complainant in the complaint process. Participation in the complaint process shall not in any way affect the status, grades, or work assignments of the complainant.

The Board encourages the early, informal resolution of complaints at the site level whenever possible.

Note: 5 CCR 4631 authorizes the district to utilize alternative dispute resolution methods, including mediation, to resolve complaints before initiating a formal investigation. The following optional paragraph provides for a neutral mediator and should be revised to reflect district practice.
UNIFORM COMPLAINT PROCEDURES (continued)

The Board recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in a dispute. In accordance with the uniform complaint procedures, whenever all parties to a complaint agree to try resolving the problem through mediation, the Superintendent or designee shall initiate that process. The Superintendent or designee shall ensure that the results are consistent with state and federal laws and regulations.

Note: The following paragraph is mandated pursuant to 5 CCR 4621. Appropriate disclosure will vary in each case depending on the facts and circumstances.

In investigating complaints, the confidentiality of the parties involved and the integrity of the process shall be protected. As appropriate for any complaint alleging discrimination, harassment, intimidation, or bullying, the Superintendent or designee may keep the identity of a complainant confidential to the extent that the investigation of the complaint is not obstructed.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

Note: Education Code 35186 requires the district to use uniform complaint procedures, with modifications, to investigate and resolve complaints related to items #1-4 below (i.e., "Williams complaints"). Because Education Code 35186 sets forth different timelines for investigation and resolution of these kinds of complaints than the timelines specified in law for other uniform complaints, the CDE has created a separate uniform complaint process for the Williams complaints. See AR 1312.4 - Williams Uniform Complaint Procedures for the separate procedure.

The district's Williams uniform complaint procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to the following:

1. Sufficiency of textbooks or instructional materials

2. Emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff

3. Teacher vacancies and misassignments

Note: Districts that do not receive funding for California High School Exit Examination intensive instruction and services pursuant to Education Code 37254 should delete item #4 below.

4. Deficiency in the district's provision of instruction and/or services to any student who, by the completion of grade 12, has not passed one or both parts of the high school exit examination

(cf. 1312.4 - Williams Uniform Complaint Procedures)
UNIFORM COMPLAINT PROCEDURES (continued)

Note: 5 CCR 4611 details complaint issues that are not subject to the uniform complaint procedures. Such issues include, but are not limited to, allegations of child abuse, health and safety complaints regarding a child development program, allegations of fraud, and employment discrimination complaints. For procedures related to complaints of discrimination in employment, see AR 4031 - Complaints Concerning Discrimination in Employment.

Legal Reference:

EDUCATION CODE
200-262.4 Prohibition of discrimination
8200-8498 Child care and development programs
8500-8538 Adult basic education
18100-18203 School libraries
32289 School safety plan, uniform complaint procedures
35186 Williams uniform complaint procedures
37254 Intensive instruction and services for students who have not passed exit exam
41500-41513 Categorical education block grants
48985 Notices in language other than English
49010-49013 Student fees
49060-49079 Student records
49490-49590 Child nutrition programs
52160-52178 Bilingual education programs
52300-52490 Career technical education
52500-52616.24 Adult schools
52800-52870 School-based program coordination
54000-54028 Economic impact aid programs
54100-54145 Miller-Unruh Basic Reading Act
54490-54425 Compensatory education programs
54440-54445 Migrant education
54460-54529 Compensatory education programs
56000-56867 Special education programs
59000-59300 Special schools and centers
64000-64001 Consolidated application process

GOVERNMENT CODE
11135 Nondiscrimination in programs or activities funded by state
12900-12996 Fair Employment and Housing Act

PENAL CODE
422.55 Hate crime; definition
422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5
3080 Application of section
4600-4687 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20
6301-6377 Title I basic programs
6601-6777 Title II preparing and recruiting high quality teachers and principals

Legal Reference continued: (see next page)
UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference: (continued)
  UNITED STATES CODE, TITLE 20 (continued)
  6801-6871 Title III language instruction for limited English proficient and immigrant students
  7101-7184 Safe and Drug-Free Schools and Communities Act
  7201-7283g Title V promoting informed parental choice and innovative programs
  7301-7372 Title V rural and low-income school programs

Management Resources:
  WEB SITES
  CSBA: http://www.csba.org
  California Department of Education: http://www.cde.ca.gov
  U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr

Policy adopted: November 2012
AR 1312.3

UNIFORM COMPLAINT PROCEDURES

Upon approval by the Board of the new proposed BP 1312.3, the Cabinet will also delete the current AR 1312.3 and will adopt the newly proposed AR 1312.3 that is attached for informational purposes only.
UNIFORM COMPLAINT PROCEDURES

Except as the Governing Board may otherwise specifically provide in other Board policies, the uniform complaint procedures shall be used only to investigate and resolve complaints alleging violations of federal or state laws or regulations governing specific educational programs, the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, and unlawful discrimination, harassment, intimidation, or bullying, as specified in accompanying Board policy.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.4 - Williams Uniform Complaint Procedures)

The district's uniform complaint procedures policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning uniform complaint procedures shall be translated into that language. (Education Code 234.1, 48985)

(cf. 5145.6 - Parental Notifications)

Compliance Officers

The following compliance officer(s) shall receive and investigate complaints and shall ensure district compliance with law:

Adult Education Programs - Director, College/Career Options; (916) 686-7717
Consolidated Categorical Aid Programs - Director, Learning Support Services; (916) 686-7712
Migrant Education - Director, Learning Support Services; (916) 686-7712
Career Technical and Technical Education and Career Technical and Technical Training Programs - Director, College/Career Options; (916) 686-7709
Child Care & Development Programs – Director, College/Career Options; (916) 686-7704
Child Nutrition Programs - Director, Food & Nutrition Services; (916) 686-7735
Special Education Programs – Director, Special Education; (916) 686-7780
Homeless Education – Director, Student Support & Health Services; (916) 686-7568
Foster Youth Services – Director, Student Support & Health Services; (916) 686-7568
Comprehensive School Safety Plans – Chief, Police Services Department; (916) 686-7786
Community relations

UNIFORM COMPLAINT PROCEDURES (continued)

Discrimination, Intimidation, Harassment or Bullying Complaints

Involving District Employee(s):
Associate Superintendent, Human Resources; (916) 686-7795
Involving Student(s):
Associate Superintendent, PreK-6 Education; (916) 686-7704;
Associate Superintendent, Secondary Education (7-12); (916) 686-7706

Complaints alleging the district’s failure to comply with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities

Associate Superintendent, PreK-6 Education; (916) 686-7704;
Associate Superintendent, Secondary Education (7-12); (916) 686-7706

Written complaints pursuant to the uniform complaint procedures can be sent by mail to any of the foregoing compliance officers by mailing them to the attention of the relevant compliance officer and department at Elk Grove Unified School District, 9510 Elk Grove-Florin Road, Elk Grove, CA 95624.

The Superintendent or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Designated employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 9124 - Attorney)

Notifications

The Superintendent or designee shall annually provide written notification of the district’s uniform complaint procedures to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (Education Code 262.3, 49013; 5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
(cf. 3260 - Fees and Charges)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
Community Relations

UNIFORM COMPLAINT PROCEDURES (continued)

2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable

3. Advise the complainant of the appeal process, including, if applicable, the complainant’s right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies

4. Include statements that:

   a. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.

   b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.

   c. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying.

   d. The complainant has a right to appeal the district’s decision to the CDE by filing a written appeal within 15 calendar days of receiving the district’s decision.

   e. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district’s decision.

   f. Copies of the district’s uniform complaint procedures are available free of charge.

Procedures

All complaints shall be investigated and resolved within 60 calendar days of the district’s receipt of the complaint. (5 CCR 4631)

Compliance officers shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with 5 CCR 4631 and 4633.

All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.
Community Relations  
AR 1312.3(d)

UNIFORM COMPLAINT PROCEDURES (continued)

Step 1: Filing of Complaint

Any individual, public agency, or organization may file a written complaint of the district's alleged noncompliance with federal or state laws or regulations governing educational programs. (5 CCR 4630)

A complaint concerning unlawful discrimination, harassment, intimidation, or bullying may be filed only by a person who alleges that he/she personally suffered unlawful discrimination, harassment, intimidation, or bullying or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged discrimination, harassment, intimidation, or bullying occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying. However, upon written request by the complainant, the Superintendent or designee may extend the filing period for up to 90 calendar days. (5 CCR 4630)

A complaint alleging noncompliance with the law regarding the prohibition against requiring students to pay student fees, deposits, and charges may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance. (Education Code 49013)

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

Step 2: Mediation

Within three business days of receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging discrimination, harassment, intimidation, or bullying, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. (5 CCR 4631)
UNIFORM COMPLAINT PROCEDURES (continued)

Step 3: Investigation of Complaint

Within 10 calendar days of receiving the complaint, the compliance officer shall provide the complainant and/or his/her representative an opportunity to present the complaint and any evidence, or information leading to evidence, to support the allegations in the complaint. The compliance officer also shall collect all documents and interview all witnesses with information pertinent to the complaint.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. (5 CCR 4631)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

Step 4: Response

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written report of the district's investigation and decision, as described in Step #5 below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

Step 5: Final Written Decision

The district's decision shall be in writing and sent to the complainant. (5 CCR 4631)

The district's decision shall be written in English and, when required by Education Code 48985, in the complainant's primary language.

For all complaints, the decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered
2. The conclusion(s) of law
3. Disposition of the complaint
4. Rationale for such disposition
UNIFORM COMPLAINT PROCEDURES (continued)

5. Corrective actions, if any are warranted

6. Notice of the complainant's right to appeal the district's decision within 15 calendar days to the CDE and procedures to be followed for initiating such an appeal

In addition, any decision concerning a discrimination, harassment, intimidation, or bullying complaint based on state law shall include a notice that the complainant must wait until 60 calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. (Education Code 262.3)

If investigation of a complaint results in discipline to a student or an employee, the decision shall simply state that effective action was taken and that the student or employee was informed of district expectations. The report shall not give any further information as to the nature of the disciplinary action.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges is found to have merit, the district shall provide a remedy to all affected students and parents/guardians, which, where applicable, shall include reasonable efforts to ensure full reimbursement to them. (Education Code 49013)

Appeals to the California Department of Education

If dissatisfied with the district's decision, the complainant may appeal in writing to the CDE. (Education Code 49013; 5 CCR 4632)

The complainant shall file his/her appeal within 15 calendar days of receiving the district's decision and the appeal shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)

Upon notification by the CDE that the complainant has appealed the district's decision, the Superintendent or designee shall forward the following documents to the CDE: (5 CCR 4633)

1. A copy of the original complaint

2. A copy of the decision

3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision

4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
Community Relations

UNIFORM COMPLAINT PROCEDURES (continued)

5. A report of any action taken to resolve the complaint

6. A copy of the district's uniform complaint procedures

7. Other relevant information requested by the CDE

The CDE may directly intervene in a complaint without waiting for action by the district when one of the conditions listed in 5 CCR 4650 exists, including when the district has not taken action within 60 calendar days of the date the complaint was filed with the district. (5 CCR 4650)

Civil Law Remedies

A complainant may pursue available civil law remedies outside of the district's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders.

For complaints alleging discrimination, harassment, intimidation, and bullying based on state law, a complainant shall wait until 60 calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies, provided the district has appropriately and in a timely manner apprised the complainant of his/her right to file a complaint in accordance with 5 CCR 4622. The moratorium does not apply to injunctive relief and to discrimination complaints based on federal law. (Education Code 262.3)

(A copy of Board Policy and Administrative Regulation 1312.3 – Uniform Complaint Procedures, along with a copy of a complaint form that can be used to file a complaint under the uniform complaint procedures, is located on the district's Internet web site at egusd.net. Once the web site is accessed, please follow the links for “Students & Parents” and then “District Policies/Procedures/Notices”.)

Regulation
Approved: September 8, 1992
Revised: April 6, 1998
Revised: July 1, 2002
Revised: January 23, 2007
Revised: __________, 2013

Elk Grove Unified School District
Elk Grove, California
Subject: Approval of Minutes

Department: Board of Education

Action Requested: Approve minutes of the regular board meeting held February 19, 2013, the special meeting held February 15, 2013, and the regional feeder pattern meeting held February 6, 2013.

Discussion:

Financial Summary:

Prepared By: Arlene Hein
Department Approval:

Prepared By:  Superintendent Approval: Steven M. Ladd, Ed.D.
Subject: Personnel Actions

Division: Human Resources

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

CERTIFICATED:

APPROVE:
1. New Hire(s) [1]
2. Leave(s) of Absence
3. Resignation(s)
4. Retirement(s)
5. Returning from Leave(s)

CLASSIFIED:

APPROVE:
1. New Hire(s) [13]
2. Leave(s) of Absence
3. Promotion(s)
4. Resignation(s)
5. Retirement(s)
6. Returning from Reemployment List
7. Status Change

Financial Summary:

Prepared by: Clay McAllester, Ed. S.  Departmental Approval: Glen De Graw
Prepared by: Evelyn Laluan  Superintendent Approval: Steven M. Ladd, Ed.D.
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 January 29, 2013 through February 8, 2013

Discussion:  
The Purchase Order History and Cost Modifications for the month January 29, 2013 through February 8, 2013 are listed below. The purchase orders are on file in the Purchasing Department if you wish to review them.

<table>
<thead>
<tr>
<th>Fund</th>
<th>Purchase Orders Issued</th>
<th>Purchase Order Encumbrance Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>130</td>
<td>$218,142.99</td>
</tr>
<tr>
<td>13</td>
<td>05</td>
<td>$5,063.52</td>
</tr>
<tr>
<td>14</td>
<td>01</td>
<td>$500.00</td>
</tr>
<tr>
<td>47</td>
<td>01</td>
<td>$8,530.00</td>
</tr>
</tbody>
</table>

Total Encumbrances $230,236.51

<table>
<thead>
<tr>
<th>Fund</th>
<th>Purchase Orders Modified</th>
<th>Purchase Order Modification Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>36</td>
<td>$63,419.15</td>
</tr>
<tr>
<td>13</td>
<td>05</td>
<td>$127,000.00</td>
</tr>
<tr>
<td>35</td>
<td>01</td>
<td>$11,820.00</td>
</tr>
<tr>
<td>47</td>
<td>01</td>
<td>$750.00</td>
</tr>
</tbody>
</table>

Total Modifications $202,989.15  
Financial Summary Grand Total $433,225.66

Prepared By: Ruth Dew  
Prepared By:  
Division Approval: Rich Fagan  
Superintendent Approval: Steven M. Ladd Ed.D.
Subject: Acceptance of Gifts  
Department: Fiscal Services

Action Requested:
The Board is asked to accept the following donations to the District’s schools/programs.

<table>
<thead>
<tr>
<th>Item</th>
<th>Donor</th>
<th>School/Program</th>
<th>Value</th>
<th>Date Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Donation</td>
<td>Crusader Fence Company</td>
<td>EGUSD Attendance Campaign</td>
<td>$1000.00</td>
<td>2/7/2013</td>
</tr>
<tr>
<td>Gift Donation (150 Scholastic paperback books)</td>
<td>Karen Graham</td>
<td>Sierra Enterprise Elementary</td>
<td>$600.00</td>
<td>1/29/2013</td>
</tr>
</tbody>
</table>

Prepared By: Carrie Hargis

Division Approval: Rich Fagan

Prepared By:  
Superintendent Approval: Steven M. Ladd, Ed.D.
Subject: DISPOSAL OF OBSOLETE/SURPLUS PROPERTY.

Department: Finance & School Support

Action Requested:

The Board of Education is asked to authorize the disposal of Obsolete/Surplus Property.

Discussion:

Pursuant to Section 39510 of the Education Code, the Board of Education is asked to authorize Ruth Dew, Supervisor of Purchasing & Warehouse to surplus and/or dispose of these items.

Records of these items are in the Purchasing & Warehouse Department should you need to review them.

Financial Summary:

No source of income to the District.

Prepared By: Ruth Dew

Division Approval: Rich Fagan

Prepared By: Ruth Dew

Superintendent Approval: Steven M. Ladd Ed.D.
Subject: DISPOSAL OF OBsolete/SURPLUS PROPERTY.

Action Requested:

The Board of Education is asked to authorize the disposal of Obsolete/Surplus Property.

Discussion:

Pursuant to Section 39510 of the Education Code, the Board of Education is asked to authorize Ruth Dew, Supervisor of Purchasing & Warehouse to surplus and/or dispose of these items.

All computers have been deemed uneconomical to repair by the Technology Services Department. Per Technology Services, all sensitive data and/or licenses have been removed from hard drives prior to being picked up from the department/site.

We have engaged local non-profits in an effort to determine their interest in refurbishing these computers to be redistributed to students of need. To date, we have seen no interest since most usable parts are removed prior to disposal.

Records of these items are in the Purchasing & Warehouse Department should you need to review them.

Financial Summary:

No source of income to the District.

Prepared By: Ruth Dew

Division Approval: Rich Fagan

Prepared By: Ruth Dew

Superintendent Approval: Steven M. Ladd Ed.D.
RECEIPT OF BIDS AND AWARD OF A CONTRACT FOR OPEN COURT PRINTING SERVICES BID #533-12/13.

The Board of Education is asked to authorize the award of a contract for furnishing OPEN COURT PRINTING SERVICES.

On December 20, 2012 bid requests were sent to eight (8) vendors to furnish the Elk Grove Unified School District with OPEN COURT PRINTING SERVICES.

On Wednesday, January 30th bids were opened and read aloud in the Office of Purchasing at 2:00 p.m. Two (2) vendors responded. The bid results and recap are in the Purchasing Department for further review. The Administration recommends the award of the contract for OPEN COURT PRINTING SERVICES to the following vendor:

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>DELTA WEB</td>
<td>$178,097.00</td>
</tr>
</tbody>
</table>

Financial Summary:

Funding source will be budgeted through Proposition 20 Lottery Funds for the sole purpose of purchases of instructional materials.

Prepared By: Ruth Dew
Prepared By: Ruth Dew
Division Approval: Rich Fagan
Superintendent Approval: Steven M. Ladd, Ed.D.
ELK GROVE UNIFIED SCHOOL DISTRICT

Subject: RECEIPT OF BIDS AND AWARD OF A CONTRACT FOR E-RATE TELECOMMUNICATION SERVICES #538-12/13.

Department: Finance & School Support

Meeting Date: March 5, 2013

Action Requested:

The Board of Education is asked to authorize the award of a contract for furnishing E-RATE TELECOMMUNICATION SERVICES.

Discussion:

On February 7, 2013 bids were opened and read aloud in the Office of Purchasing at 2:00 p.m. Two (2) vendors responded. The bid results and recap are in the Purchasing Department for further review. The Administration recommends the award of the contract for E-RATE TELECOMMUNICATION SERVICES to the following vendor:

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>AT &amp; T COMMUNICATIONS</td>
<td>$171,126.93</td>
</tr>
</tbody>
</table>

Financial Summary:

Funding source has been budgeted – 01-842-5513-4200-0000-0000-0-594x (Telephone Services)

Prepared By: Ruth Dew Division Approval: Rich Fagan

Prepared By: Ruth Dew Superintendent Approval: Steven M. Ladd, Ed.D.
Subject: Agreement for Professional Legal Services

Division: Finance & School Support

Meeting Date: March 5, 2013

Action Requested:
Approval of Agreement for Professional Legal Services with Rogers, Joseph, and O’Donnell

Discussion:
Employers are required to comply with disability non-discrimination laws. Specifically the federal Americans With Disabilities Act (ADA), and the state Fair Employment and Housing Act (FEHA). Over ninety-five percent of all cases requiring the District to afford disability rights to employees under these statutes are generated out of claims for workers’ compensation. The Risk Management Department oversees all aspects of a workers’ compensation claim including its development, settlement, and civil liabilities stemming from the claim including, but not limited to, disability discrimination, medical leave, and education code compliance.

Legal services for workers’ compensation and related areas of liability such as disability management are highly specialized. The District’s legal services for disability management and civil liability matters stemming from workers’ compensation claims are primarily provided by the law firm of Rogers, Joseph and O’Donnell who works closely with the Risk Management Department. The hourly rate is consistent with rates for other professional legal services agreements for the District and is paid entirely out of our workers’ compensation self-insurance fund (Fund 67).

Financial Summary:
The cost for attorney services in this agreement is $220.00 per hour, which reflects an increase of $20.00 per hour that will become effective after this agreement is approved by the Board of Education.

Prepared By: Marlon Robbins

Division Approval: Rich Fagan

Prepared By: __________________________

Superintendent Approval: Steven M. Ladd, Ed.D.
Agreement for Professional Services

The Elk Grove Unified School District ("District") has asked Rogers Joseph O'Donnell ("RJO") to represent and advise it in connection with the District's disability management program. This letter sets forth the basic Agreement between the District and our firm concerning the work that we will be doing for the District.

1. **Term of the Agreement**

   This Agreement shall be effective for one-year effective on July 1, 2012.

2. **Parties to the Agreement**

   **Client:** Elk Grove Unified School District, 9510 Elk Grove-Florin Road, Elk Grove, California, 95624.
   **Contact:** Marlon Robbins, Risk Manager
   **Firm:** Rogers, Joseph, and O'Donnell
   **Contact:** Dennis Huie, Shareholder

3. **Scope of Agreement**

   The Elk Grove Unified School District is hiring us as its attorneys to represent and/or advise the District in relation to certain matters arising out of the Risk Management Department in connection with its disability management program including management of the Interactive Process and/or issues arising out of workers' compensation that cannot otherwise be addressed by the workers' compensation third party claims administrator or its assigned defense counsel, or any other aspects of its business for which it seeks our advice. This agreement is the only agreement between the District and us concerning our representation of the District in any matter. In order for any other agreement to be effective, it must be in writing and signed by both RJO and the District.

4. **Client's Duties**

   The District agrees to be truthful with us, to cooperate with us, to keep us informed of developments, to disclose to us all information that we may need to represent it, and to pay our invoices for fees and costs upon receipt.

5. **Billing Statements**

   Every month, we will send you our invoice for fees for services rendered as well as disbursements and any costs we have advanced on the District's behalf. Our invoices are due and payable upon receipt. We attempt to include all costs and disbursements in the statement for the month in which such expenses are incurred. However, information concerning some charges (such as court reporter fees and computer research) are often not available for billing until a subsequent billing period, at which time we will invoice them.
6. **Legal Fees and Billing Practices**

   The District agrees to pay the usual hourly rates we charge for the services of attorneys and other legal professionals. My hourly rate for the District is $220 and I may utilize other lawyers at the same rates as appropriate. The hourly rate for legal assistants is $120.00. Hourly rates are periodically adjusted to reflect rising firm costs, market forces, our workload and the increase in a lawyer's experience. By signing this agreement, the District agrees to pay these adjusted rates, provided that we give the District at least 30 days advance notice before any such increases become effective.

   As noted below, we do not charge the cost of domestic phone calls (other than conference calls), but we will charge for the time we spend on telephone calls relating to the District’s matters, including calls with the District’s opposing and other counsel, or court or administrative personnel. To work as a team and avoid duplication of efforts, our attorneys (and other legal personnel assigned to these matters) will obviously need to confer among ourselves about the matter, and when we do, each of us may charge for the time expended, although we will watch these time entries to be sure that they are reasonable. We will charge for waiting time in court and elsewhere and for travel time, both local and out of town, unless the person traveling is able to bill the travel or waiting time to some other matter.

7. **Costs and Other Charges**

   (a) **In General.** We will incur various costs and expenses in performing legal services under this agreement. We do not charge for certain of these costs, such as the cost of postage, sending faxes from the office or making routine long distance calls within the continental United States. We also do not charge for word processing or for secretarial overtime (unless specifically requested by a client in emergency situations).

   However, we do charge for other costs, including conference call fees, and the District agrees to pay for those costs and expenses in addition to our hourly fees. We will not mark up any such costs and will bill you only for the actual cost to us. These costs commonly include payments to third parties, such as court reporters, messengers and delivery services, process servers and courts or other agencies. They also include expenses incurred in the ordinary course of our business, such as photocopying and other reproduction costs, parking and other local travel expenses, charges for legal research computer time and other similar items. We charge for in house copying at eighteen cents ($0.18) per page. If our actual copying costs increase, the per page price we charge for copying may also increase. If it does, the District agrees to pay the increased rate. When appropriate, copying will be done by an outside copy service, and the District will be billed the actual cost.

   The costs we advance on the District’s behalf each month will be shown in detail on the computer printout sent to the District along with our monthly statement.
(b) **Travel.** The District agrees to pay transportation, meals, lodging and all other costs of any necessary travel by our personnel.

(c) **Experts.** Though experts are not anticipated on any of the matters set forth in this Agreement. In the unlikely event it becomes necessary to hire expert witnesses, consultants or investigators to aid in the preparation or presentation of the District’s matters, we will not hire such persons unless the District agrees with their engagement and to pay their fees and charges. We will select, with the District’s advice and consent, any expert witnesses, consultants or investigators to be hired. We will require that the District pay any expert, consultant or investigator costs directly.

8. **Disclaimer of Guarantee**

Nothing in this agreement and nothing in statements by our lawyers to the District is or should be construed as a promise or guarantee about the outcome of this representation. We cannot make such promises or guarantees. The District acknowledges that any opinion about the outcome of the District’s matter offered by us in the future will not constitute a guarantee. The District may from time to time ask us for estimates of our fees and costs, which we will provide but will be only our good faith projections of such amounts and not a guarantee that actual fees and costs will not be higher.

9. **Termination of Representation**

Either of us may terminate this representation agreement at any time. After that point, unless we agree otherwise in writing, we will not provide any further services or advance any costs. If the District discharges us while we are its attorney of record in any proceeding, the District will execute and return a substitution of attorney form immediately upon our request. If the District does not do so, we will file a motion to withdraw. The District will be responsible for payment of fees and costs that have been incurred up to the date of receipt of a notice of termination or discharge, or if a substitution of counsel form is required to be filed with a court, until the date that it is filed.

Likewise, we reserve the right to withdraw from representing the District for any reason at any time by written notice to the District. If we withdraw from representation, we will give you advance notice and, if you obtain new counsel, we will work with you to transition the matter to new counsel. Whenever our services conclude, all unpaid fees and costs will immediately become due and payable.

10. **File Retention**

Typically, once a matter is concluded, we close your files and send them to storage. We will give you notice before we send the files to storage, and if the District does not request it’s files at that time, we will retain them for a period of three years. If the District does not request delivery of the District’s files before the end of the three-year
period, the District now agrees that we have no further obligation to retain them and may, at
our discretion, destroy them.

11. **Agreement for Mandatory Mediation/Binding Arbitration**

We do not anticipate having any disagreements with you about any of our fees
or about problems with the quality or appropriateness of our services. However, if problems
arise, you should notify me immediately. It is our desire to resolve any such disagreements
or concerns in a fair and amicable manner through discussion with you.

**IF ANY DISPUTE BETWEEN US CANNOT BE RESOLVED
THROUGH OUR DISCUSSIONS WITH EACH OTHER, THEN THE
DISTRICT AND RJO AGREE THAT ALL SUCH DISPUTES SHALL
BE RESOLVED FIRST THROUGH MEDIATION AND IF NOT
SUCCESSFUL, THEN THROUGH BINDING ARBITRATION.**

The District and RJO agree that any dispute about the terms of this Agreement,
or for breach of this Agreement, or about our fees or the quality or appropriateness of our
services shall be referred to mediation first. The District and RJO agree that any and all such
disputes shall be presented to a mediator mutually agreed upon in an attempt to negotiate a
resolution. The cost of the mediator’s fees shall be borne by you and we equally and each of
us will be responsible for its/his own attorneys’ fees and costs associated therewith.

If mediation is unsuccessful, you and we shall subsequently submit the dispute
to private binding arbitration. The arbitrator shall be mutually agreed upon and the cost of
the arbitrator’s fee shall be borne by the District and RJO equally. The arbitrator must
decide all disputes in accordance with California law, including Judicial Arbitration Rules,
except where the District and RJO agree otherwise. The arbitrator may in his or her
discretion award attorney’s fees and costs to the prevailing party. There shall be no right of
appeal except as set forth below.

This Agreement is intended to address all disputes between us, whether over
our fees and costs or concerning any other matter relating to our services or conduct,
including any claim that our services were not necessary, were inappropriate, or were
negligently rendered. This mediation/arbitration provision will survive termination of our
relationship and this mediation/arbitration provision will apply to all conduct by us occurring
before, during and after our attorney-client relationship. By signing this Agreement, the
District and RJO agree that neither of us can file a lawsuit or resort to court process
regarding our disputes with each other, except to the extent that California law provides for
judicial review of arbitration proceedings.

By signing this Agreement, the District represents that it has read this
mediation/arbitration provision and fully understands the consequences of agreeing to
mediation/arbitration. The consequences include the following: The District is giving up its rights to have all disputes between us determined by a court of law, by a jury, or by the State Bar of California; the arbitration decision will be final and binding, except to the extent that California law provides for judicial review of arbitration proceedings, and California law allows only very limited judicial review of arbitration decisions. There will also be limited discovery allowed in this proceeding.

Notwithstanding the foregoing, either of us may first submit fee disputes to the Bar Association of San Francisco’s Committee on Arbitration of Fee Disputes. If the Bar Association declines to hear a fee dispute, or if either party wishes to reject a decision by the Bar Association on any fee dispute, then said fee dispute shall also be resolved by private arbitration as set forth above, along with all other claims or disputes, rather than submitting the fee dispute to the court for trial. The District and RJO both understand and waive the rule in Alternative Systems, Inc. v. Carey, 67 Cal. App. 4th 1034 (1998) (attorney and client cannot agree to arbitrate fee disputes until dispute has arisen). If that rule is applied to any fee dispute between us, we agree that we still want to arbitrate all other claims or disputes between us in the manner provided in the preceding paragraph.

By signing this Agreement, the District also signifies that it understands that it is free to consult with other counsel about the wisdom of agreeing to mediation/arbitration or to any other term of this Agreement before signing it, and that the District is voluntarily signing this Agreement.

12. **Tax, ERISA, Pension, Profit-Sharing, Insurance and Investment Advice Excluded**

We have not been retained to provide any advice concerning tax, ERISA, pension, profit-sharing, insurance or investment implications relating to this matter, including without limitation the deduction of costs associated with the representation and the taxability of any recovery that the District may obtain. The District should consult with tax or other appropriate counsel or advisors regarding such issues.

13. **Severability**

If any provision of this agreement is held in whole or in part to be unenforceable, the remainder of that provision and the remainder of the agreement will be severable and will remain in effect.

14. **Effective Date**

This agreement will take effect upon the District’s signature below. The date at the beginning of this agreement is for reference only. Even if this agreement does not take effect, the District will be obligated to pay us the reasonable value of any services we may have performed for the District.
15. California Law

California law governs the performance of this agreement and our engagement.

We thank you for the opportunity to represent the Elk Grove Unified School District and enthusiastically look forward to working with you. Please return a signed copy of this letter to me at the earliest convenience.

16. Signatures

I have read and understood the foregoing terms and procedures, including the provision for binding arbitration, and agree to them on behalf of the District as of the date Rogers Joseph O’Donnell first provided services.

Dated: 2/6, 2013

Rogers Joseph O’Donnell

By: [Signature]

Dated: ____________, 2013

ELK GROVE UNIFIED SCHOOL DISTRICT

By: __________________________________
Steven M. Ladd, Superintendent
Board Agenda Item

Subject: 2013 Roofing at Elk Grove Elementary School and James Rutter Middle School Award of Contract

Division: Facilities and Planning

Meeting Date: March 5, 2013

Agenda Item No: 17

Action Requested:

The Board of Education is asked to (1) review the tabulation of bids, (2) award a contract to the lowest responsible and responsive bidder, (3) authorize the Administration to sign all documents and contracts pertaining to this work, and (4) authorize the Administration to proceed with the next lowest responsible bidder should a fully endorsed contract with the low bidder, accompanied by certification of the necessary bonds, not be obtained.

Discussion:

This project consists of the removal of the existing roof and insulation to plywood deck, and the installation of a new mechanically fastened, single-ply roof system at the Administration Building at James Rutter Middle School, and to retrofit the existing roof system with mechanically fastened, single-ply roof system at the Administration, C-Wing, and E-Wing at Elk Grove Elementary School.

The Administration received and opened nine (9) bids for the 2013 Roofing at Elk Grove Elementary School and James Rutter Middle School project on February 12, 2013, at 2:00 p.m. See Attachment A for a tabulation of bids. D7 Roofing Services submitted the lowest base bid.

The Administration recommends the award of contract to D7 Roofing Services for the base bid of $175,916.00.

Financial Summary:

Funded through previous one-time carryover of Deferred Maintenance funds.

Prepared By: Brad Parsons  Division Approval: Robert Pierce
Prepared By: Lee Leavelle  Superintendent Approval: Steven M. Ladd Ed.D.